AGREEMENT

between

THE CITY OF COCOA, FLORIDA

(The City)

and

LOCAL 630

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA

AFL-CIO

(The Union)

EFFECTIVE

October 1, 2018

through

September 30, 2021

TABLE OF CONTENTS

PREAMBLE **3**

ARTICLE 1 UNION RECOGNITION **4**

ARTICLE 2 UNION SECURITY AND CHECK-OFF **4**

ARTICLE 3 MANAGEMENT SECURITY/NO STRIKE **5**

ARTICLE 4 MANAGEMENT RIGHTS/EMPLOYEE RIGHTS **6**

ARTICLE 5 SPECIAL MEETINGS **9**

ARTICLE 6 UNION STEWARDS AND UNION REPRESENTATION **10**

ARTICLE 7 UNION BUSINESS **11**

ARTICLE 8 GRIEVANCE PROCEDURE **13**

ARTICLE 9 DISCIPLINE AND DISCHARGE **20**

ARTICLE 10 VACATIONS **22**

ARTICLE 11 HOLIDAYS **23**

ARTICLE 12 SICK LEAVE **25**

ARTICLE 13 HOURS OF WORK AND OVERTIME PAYMENT **29**

ARTICLE 14 WAGES **33**

ARTICLE 15 HEALTH AND WELFARE **36**

ARTICLE 16 BEREAVEMENT LEAVE **37**

ARTICLE 17 SAFETY AND HEALTH **38**

ARTICLE 18 BULLETIN BOARDS **39**

ARTICLE 19 JURY DUTY **40**

ARTICLE 20 SEVERABILITY **40**

ARTICLE 21 SAVINGS CLAUSE **41**

ARTICLE 22 PROBATIONARY PERIOD FOR EMPLOYEES 41

ARTICLE 23 SENIORITY 42

ARTICLE 24 REDUCTION IN FORCE 43

ARTICLE 25 PROMOTIONAL VACANCIES 45

ARTICLE 26 INTENT OF AGREEMENT 47

ARTICLE 27 – DURATION 47

APPENDIX A - EMPLOYEE GRIEVANCE FORM 49

APPENDIX B -CLASSIFICATION AND PAY PLAN 51

SIGNATURE PAGE 53

PREAMBLE

This Agreement is entered into as of October 1, 2018, between the City of Cocoa, hereinafter referred to as the City, and Laborers' International Union of North America (AFL-CIO) (LIUNA) Local 630, hereinafter referred to as the Union. It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties, to provide an orderly and peaceful means of resolving any differences or misunderstandings which may arise, and to set forth basic and full agreement between the parties concerning rates of pay, wages, hours of employment and other terms and conditions of employment. There shall be no individual arrangement contrary to the terms provided. Either party shall be entitled to require specific performance of the provisions of this Agreement. It is understood that the City of Cocoa is engaged in furnishing essential public services which vitally affect the health, safety, comfort, and general wellbeing of the public and both parties recognize the need of continuous and reliable service to the public.

ARTICLE 1 UNION RECOGNITION

1.1 The City recognizes the Union as the exclusive collective bargaining representative for those employees that the Union is authorized to represent (see Appendix B for those positions included in the bargaining unit) for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

1.2 It is further understood and agreed that the International Representative or Business Manager of Laborers' International Union of North America Local 630, or an alternate, will be the official spokesperson for the Union in any matter between the Union and the City. Any alternate designated by the Business Manager shall be designated in writing and the period of time covered by such designation shall be included in such written designation.

ARTICLE 2 UNION SECURITY AND CHECK-OFF

2.1 The City will make available to all employees in the bargaining unit a copy of this Agreement.

2.2 Upon receipt of a written authorization from an employee covered by this Agreement, the City will deduct from the employee's pay the amount owed to the Union by such employee for dues. It is understood that this provision will provide for regular deductions per pay period. The City will remit to the Union dues deductions of members within thirty (30) days of each payday. The City's remittance will be deemed correct unless the Union gives written notice to the City within thirty (30) days after a remittance is received, of its belief, with reasons stated therefore, that the remittance is incorrect. All Union dues shall be collected by the City by payroll deduction and paid to the Union in the above manner. Written notice of changes in the Union membership

dues rate will be sent by certified mail to the City signed by the authorized officer(s) of the Union, at least thirty (30) days in advance of the effective date of such change.

2.3 No deduction shall be made from the pay of any employee for any payroll period in which the employee's net earnings for that payroll period, after other deductions, are less than the amount of dues to be checked off.

2.4 Any employee may withdraw membership in the Union upon sixty (60) days written notice to the Union and the Human Resources Division.

2.5 The Union will indemnify, defend, and hold the City harmless against any claims made and against any suit instituted against the City regarding any check-off of Union dues.

2.6 The City shall provide the Union, upon request, a complete roster of the bargaining unit including name, address, telephone number, classification, and current pay rate. The City shall furnish the Chief Steward and Business Agent a copy of the City Personnel Policies, including any and all changes thirty (30) days prior to their implementation if the changes therein affect bargaining unit employees.

ARTICLE 3 MANAGEMENT SECURITY/NO STRIKE

3.1 Neither the Union nor any of its officers, agents, or any employees covered by this Agreement will instigate, promote, sponsor, engage in or condone any strike or intentional interruption of the operations of the City during the term of this Agreement. Management shall have the right to discharge or otherwise discipline for just cause, any or all employees who violate the provisions of this paragraph.

ARTICLE 4 MANAGEMENT RIGHTS/EMPLOYEE RIGHTS

4.1 Except as specifically abridged, delegated or modified by the provisions of this Agreement, the City has the sole and exclusive right to manage and direct any and all of its operations. Accordingly, the City specifically, but not by way of limitation, reserves the sole and exclusive right to:

A. Determine the purpose and organizational structure of each of its constituent agencies.

B. Exercise control and discretion over the organization and efficiency of its operations.

C. Set minimum performance standards for service to be offered to the public.

D. Change, modify or alter the composition and size of the workforce, including the right to lay off and/or relieve employees from duties because of lack of work, funds, or other legitimate reasons.

E. Determine the location, methods, means and personnel by which operations are to be conducted.

F. Transfer, assign, schedule employees in positions within the organizational structure of the City.

G. Change or modify the number, types, and grades of positions or employees assigned to an organization, unit, division, department, or project.

H. Decide the scope of the service.

I. Hire, examine, classify and/or otherwise determine the criteria and standards of selection for employment.

J. Fire, demote, suspend or otherwise discipline employees for just cause.

K. Test employees pursuant to the provisions contained in this Agreement.

L. Promote and/or otherwise establish criteria and/or procedures for promotions.

M. Recall employees.

N. Determine the starting and quitting time and the number of hours and shifts to be worked, including emergency call-ins for hurricanes, storms, etc.

O. Determine the allocation and content of job classifications; and formulate and/or amend job descriptions, with a copy to be provided to the Union prior to implementation.

P. Determine training parameters for covered positions, including persons to be trained, extent and frequency of training, with reasonable accommodation to provide equitable distribution of training opportunities.

Q. Merge, consolidate, expand, curtail, transfer, contract and/or subcontract work for legitimate reasons or discontinue operations, temporarily or permanently, in whole or in part.

R. Create, expand, reduce, alter, combine, assign, or cease any job.

S. Determine whether and to what extent the work required in its operation shall be performed by employees covered by this Agreement.

T. Control the use of equipment and property of the City and determine the number and classifications of employees assigned to any shift or work location.

U. Determine the maintenance procedures, materials, facilities, and equipment to be used, and introduce new or improved services, maintenance procedures, materials, facilities and equipment.

V. Carry out the mission and responsibility of the City in unusual and/or emergency situations.

W. Exercise those rights and powers which are incidental to the rights and powers enumerated above.

4.2 The above rights of the City are not all-inclusive but indicate the type of matters or rights which belong to and are inherent in the City. Any of the rights, powers, and authority that the City had prior to entering into this collective bargaining agreement are retained by the City.

4.3 Employee Rights. The exercise of the above rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on terms and/or conditions of employment.

4.4 An employee covered by this Agreement shall have the right to join or refuse to join in Union activity without interference, coercion, intimidation by management or any other employee of the City, or by the Union.

4.5 All employees have the right to union representation in meetings with management when questioning relates to an investigation, when there is reasonable expectation that disciplinary action may result, and during grievance hearings.

4.6 All employees have the right to be notified by the City of any hazardous waste, toxic chemicals, or substances in his/her employment which may endanger or cause death to the employee or members of his/her immediate family.

4.7 All employees have the right to a fair hearing and resolution of grievances without fear of discharge, threat or reprisal, or discrimination because the employee has filed an appeal, grievance charges, or given testimony against the City or another employee, regardless of status. 4.8

All employees have the right to file valid claims for compensation or to attempt to claim compensation under the Workers' Compensation Act without fear or threat, intimidation or

coercion by reason of such claim.

ARTICLE 5 SPECIAL MEETINGS

5.1 The City and the Union agree to meet and confer on matters of interest upon written and/or email request of either party. The written request shall state the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the request or other subjects mutually agreed to, but it is understood that these special meetings shall not be used to renegotiate this Agreement. Such special meetings shall be held within ten (10) calendar days of the receipt of the written and/or email request and at a time and place mutually agreeable to both parties. The Union shall have the right, at these special meetings, to recommend to the City corrections to any inequities known to the Union. Informal meetings may be held at any time upon verbal agreement of the Union and the City.

5.2 In the event either party desires to modify a certain article contained in this Agreement, by mutual consent, a letter of agreement may be drafted and signed by the parties to supersede said article or provision.

5.3 Union Stewards may meet for two (2) hours a month at a predetermined time and place during working hours to discuss City issues to determine if a special meeting with the City is needed. The purpose of the stewards meeting is to help improve communications in the City.

5.4 The Administrative Services Director or his/her designee and the LIUNA Business Agent or his/her designee agree to convene discretionary quarterly for a “Labor Management Meeting” to confer on matters of interest to each party. These meetings shall be held at a time and place mutually agreeable to the parties and shall be comprised of the LIUNA Business Manager and the

Chief Steward, or his/her designee from the Union unless the parties mutually agree to a different number.

5.5 The parties must agree that neither Special Meetings nor the Quarterly Labor -Management Meetings shall be used to renegotiate the terms of this Agreement or to discuss matters addressed in the grievance process.

ARTICLE 6 UNION STEWARDS AND UNION REPRESENTATION

6.1 The City recognizes and shall deal with all accredited Union Stewards and any other officer listed in Article 1.2 of this Agreement in all matters relating to grievances and interpretation of this Agreement.

6.2 The employees covered by this Agreement shall be represented by Five (5) area stewards who represent their department/division, five (5) alternate stewards to act as a steward only if the normal steward is off work and one (1) Chief/Roving Steward.

The Chief Steward mentioned above is assigned by the Business Manager. A written list of the Union Stewards shall be furnished to the City prior to the effective date of their assuming duties of office. The Union shall notify the City of any changes of such Union Stewards. No Union Steward will be granted time off from his or her job for the purpose of grievance handling unless such notification has been received.

The City recognizes the Union's designated Chief Steward's responsibilities to the members. In addition, the Chief Steward, or designee, may serve as an alternate for any area Steward due to vacation, leave of absence, extended sick leave, or if the Steward is absent or otherwise not available.

6.3 Officials of the Union designated by Article 1.2 of this Agreement may, with proper notification, be admitted to the property of the City. An Official of the Union as designated in Article 1.2 shall be able to talk with the employees before or after regular working hours or during lunch hours on City property in accessible areas so designated by the City. With proper authorization, which will not be unduly withheld, the Union representative will be admitted during working hours.

ARTICLE 7 UNION BUSINESS

7.1 This Article outlines the duties and responsibilities of Union Stewards in performing their functions as recognized Union representatives. In those cases which cannot be resolved otherwise, Union Stewards shall be granted reasonable time off during working hours, without loss of pay, to investigate and settle grievances on the job site which is within their jurisdiction, upon notifying and securing verbal permission from a member of management of the Union Stewards and the grievant. If a steward fails to obtain permission to leave and/or enter the job site as outlined in this section, he/she will be subject to disciplinary action. Such permission shall be granted without unnecessary delay unless the Union Steward or grievant is performing duties requiring his or her immediate attention, as determined by the superintendent or designee. At no time will a Union Steward be paid overtime for performing Union business. If permission cannot be immediately granted, the City will arrange to allow investigation of the grievance at the earliest possible time.

7.2 Stewards are responsible for grievance handling within their respective work areas. If it is necessary for a Steward from another work area to represent an employee in a grievance, such substitution will be in lieu of the area Steward. In no case will more than one (1) Steward participate in/represent a grievance unless mutually agreed to in advance by the City and the Union.

7.3 Members of the Union negotiating team will be allowed time off with pay for negotiation meetings which occur during the employees regular work hours, work shift, or work day. No regular or overtime (premium) pay will be authorized for time spent in negotiations beyond the Steward's normal work day. Alternate stewards shall not participate in Negotiations.

7.4 Union Stewards shall be members of the bargaining unit who have satisfactorily completed their probationary period.

7.5 It is agreed that all Union Stewards have productive work to perform as assigned by the City. The parties agree that each will cooperate with the other in reducing to a minimum the actual time spent by the Union Stewards in investigating, presenting, and adjusting grievances or disputes. Solicitation of any and all kinds by the Union, including the solicitation of grievances and membership, shall not be engaged in during working hours. No general Union Membership meetings shall be held on the City's time.

7.6 Union Stewards are subject to all City rules regarding the conduct of the employees of the City.

7.7 While on leave of absence for disciplinary reasons, no employee shall function as a Union Steward.

7.8 When it is necessary for a Union Steward to enter an area other than the Union Steward's own work area for the purpose of conducting Union business authorized by this Agreement, the Union Steward shall notify a member of management of that area of the Union Steward's presence and the nature of the Union Steward's business. Such circumstances should only occur if the department's Union Steward or alternate Union Steward are unavailable or absent.

7.9 In order to minimize loss of productivity, Stewards are expected to avoid any unreasonable or unnecessary time away from their work for the purpose of representation/settlement of grievances. Any allegations by the City which indicate that a Union Steward or Union Representative is spending an unreasonable amount of time in handling grievances or disputes or performing other duties for the Union shall be referred to the Human Resources Division for discussion with the Union's Business Manager or designee. The Human Resources Division shall have the right to require the Union to refrain from such excessive time spent performing the activities specified in this section.

7.10 The City, whenever possible, when business requirements are not impacted and there is not a financial impact to the City, may grant approval for union business leave for any Union Steward of the Union to attend union functions or sponsored training. This union business leave shall not exceed 100 hours per fiscal year. Such union business leave needs to be requested and coordinated with the Chief Steward and/or Business Manager, and approved by the member's manager in advance, similar to vacation leave.

ARTICLE 8 GRIEVANCE PROCEDURE

8.1 A grievance, within the meaning of this Agreement, shall be defined as a dispute regarding the interpretation and/or application of a specific clause of this Agreement arising during the period of time expressly covered by this Agreement.

Members of the bargaining unit will follow all written and verbal directions given by supervision. Compliance with such directions will not prejudice the right to file a grievance within the time limits contained herein, nor shall compliance affect the ultimate resolution of the

grievance. Newly hired probationary employees do not have recourse through the grievance and arbitration procedure for disciplinary or termination actions.

No grievance will or need be entertained or processed, unless prepared in writing in the manner described herein and unless filed in the manner provided herein within the time limit prescribed herein. Employees are encouraged to meet informally with their supervisor to attempt to resolve the issue and may request union representation prior to filing a written grievance.

All grievances must be delivered to the Human Resources Division on the approved Grievance Form and contain all appropriate, original signatures.

8.2 Rules of Grievance Procedure:

A. At any step of the grievance procedure, nothing shall be construed to prevent any bargaining unit employee from presenting, at any time, his/her own grievances and having such grievances adjusted without the intervention of the bargaining agent, if the adjustment is not inconsistent with the terms of the collective bargaining Agreement then in effect.

Should the employee proceed on his own, all costs ordinarily attributable to the Union shall be the responsibility of the employee.

If an employee covered by this Agreement files a grievance without Union representation, the Union shall have the right to be notified of such grievance, hearing dates and to have its Steward or Representative present during the hearing. In such cases, the Union shall be furnished with a copy of the written grievance and the City's response to the grievant at each step of the grievance procedure.

B. A written grievance with original signatures shall be dated and signed by the aggrieved employee and the Union representative presenting it. All grievances advancing beyond

Step 2 must be delivered to the Human Resources Division on the approved Grievance Form (see Appendix A) and contain all appropriate, original signatures. A written decision to the employee shall also be forwarded to the Union representative and shall be dated and signed by the appropriate City representative.

C. When a written grievance is presented, the City shall acknowledge receipt by signing and dating same.

D. A grievance not advanced to the higher step within the time limit provided shall be deemed permanently withdrawn as having been settled on the basis of the decision most recently given. Failure on the part of the City's representative to answer within the time limits set forth in any step will entitle the grievant to proceed to the next step. If the grievant is satisfied with the City's response at any step, the grievance will not be processed further by the grievant.

E. All written grievances must include:

1. A complete statement of the grievance and facts upon which it is based.
2. The remedy or correction requested.
3. The specific section or sections of this Agreement and/or Personnel Policies claimed to have been violated.
4. Original signature of grievant and date submitted.

F. The City is not required to process any grievance which does not include all required information.

G. At any step of the grievance procedure, the grievant may request that a Union Steward be present and a designee may be appointed to act on behalf of the City official responsible at that step.

H. All grievances must be processed within the time limits provided unless extended by mutual agreement in writing. If the time limits are not extended and the bargaining unit employee or the union does not initiate the grievance or appeal a decision of management within the time limits specified, the grievance shall be considered dismissed.

8.3 PROCEDURE

STEP 1: The grievant shall discuss the grievance with his/her Superintendent/ Division Manager or designee within ten (10) working days of the aggrieved employee's and/or Union's knowledge of the occurrence of the action giving rise to the grievance. Discussions will be informal for the purpose of settling differences in the simplest and most direct manner. The Superintendent/Division Manager or designee shall reach a decision and communicate it both orally and in writing to the grievant within ten (10) working days from the date of the meeting.

STEP 2: If the grievance is not resolved informally, and as outlined in Step 1, the grievant, within ten (10) working days, may submit the original, written grievance, to the Department Director or designee. The grievance shall indicate that it was discussed with the Superintendent/Division Manager or designee. The grievance shall include all written responses. The Department Director or designee shall investigate the grievance and shall have a meeting with the employee, the Union representative, other employees, members of the public, witnesses, and/or supervision, etc., as deemed necessary. The Department Director or designee shall notify the employee and the Union representative of the decision, both orally and in writing, within ten (10) working days following the meeting or completion of the investigation, whichever is later.

STEP 3: If the grievance is not settled at the second step, the Union representative and/or grievant may present the original written grievance, with all prior responses attached

thereto, to the Human Resources Division for review by the City Manager within ten (10) working days of issuance of the decision of the Department Director or designee in Step 2. The City Manager, or designee, shall meet with the employee, the Union representative, supervision/management, and other parties as deemed necessary, to discuss the grievance within ten (10) working days of receipt of the grievance. The City Manager, or designee, shall issue a written decision to the employee and the Union representative within ten (10) working days after the hearing.

Termination of any employee covered by this Agreement shall permit the terminated employee or Union representative, if the Union representative is serving at the employee's request, to initiate and appeal the termination, at the third step as provided in this Section; i.e., to the City Manager or designee within ten (10) calendar days of receipt of the notice of termination.

STEP 4: If the grievance is not satisfactorily settled in Step 3, the Union must notify the City Manager of the intent to arbitrate and their submittal to the Union's E-Board for arbitration approval by the grievant providing written notice to the City Manager within ten (10) working days of receipt of the decision of the City Manager or designee. The final decision to arbitrate shall be provided to the City Manager within forty-five (45) calendar days of the City Manager's Step 3 response. Within ten (10) days of the Union's notification, the Union shall request a panel from the Federal Mediation and Conciliation Service (FMCS). Within fourteen (14) calendar days of receipt of the panel, the parties shall select an arbitrator by alternate striking of names, with the grievant striking first. The parties shall also have the option of agreeing upon the name of an arbitrator in lieu of selecting an arbitrator from the names on the panel. Each party has the right to request one (1) new panel of arbitrators prior to striking. Hearings before the arbitrator shall be

conducted in accordance with the rules of the Federal Mediation and Conciliation Service. The arbitrator's decision shall be final and binding, but the arbitrator shall have no power to alter, modify, amend, add to, and/or detract from the terms of this Agreement.

1. Awards or settlements of grievances by the impartial arbitrator will not be retroactive unless specifically determined to be retroactive by the arbitrator.
2. The settlement of a grievance by the City Manager at any step, and the terms contained herein, shall not have any prospective binding effect on the City unless specifically agreed to by the parties in writing.
3. The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or any amendment thereto, nor shall the award directly or indirectly change, modify, or ignore any of the terms of this Agreement.

   The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration, which is not a grievance as defined in this Article, or which is not specifically covered by this Agreement. The arbitrator shall confine himself or herself exclusively to the contract issue which is presented to the arbitrator.

   The arbitrator must limit consideration to the facts, allegations, and relief requested in the written grievance submitted at Step 2 and may not consider any issue or relief not requested in the written grievance, or which does not meet the definition of a grievance as set forth herein.

4. The party filing the grievance and requesting arbitration shall, at all times, have the burden of proving that any action taken by the non-grieving party violated a specific provision of this Agreement. The arbitrator's decision will be final and binding; provided, however, that either party shall be entitled to seek review of the arbitrator's decision in Circuit Court. The parties agree that the standard of review of the arbitrator's decision shall be whether the record evidence established that the grieving party met its burden of proving that the action taken by the non-grieving party violated a specific provision of this Agreement.

5. All claims for back wages shall be reduced by any unemployment compensation and interim earnings that the grievant may have received during the period involved.

6. The provisions herein shall control the proceedings of any grievance or arbitration pending on the effective date of the Agreement.

7. Each party shall bear the expense of its own witnesses and its own legal representatives. The fees and expenses of the arbitrator shall be borne equally by the parties. Any party requesting a copy of the transcription of the arbitration hearing shall bear the cost of same.

8. Copies of the award of the arbitrator made in accordance with the jurisdiction authority under this Agreement shall be furnished to both parties within thirty (30) days of the hearing.

8.4 Grievances filed by the Union:

A. Only the Union's Business Manager and/or Chief Steward may file a grievance in the name of the Union, or as a class action.

B. A grievance filed by the Union may be initiated at Step 3. If the grievance is not satisfactorily resolved between the Business Manager and/or the Chief Steward and the City Manager, or designee, the grievance may be submitted for arbitration under the provisions of Step 4 above.

ARTICLE 9 DISCIPLINE AND DISCHARGE

9.1 Management shall have the right to discipline, demote, or terminate a bargaining unit member for just cause. The employee will be furnished with a written statement of charges of the alleged offense(s). Such statement of charges shall cite the specific section(s) of this Agreement and/or City Personnel Policies claimed to be violated. The employee shall have reasonable time to prepare for a defense against the charges and shall be afforded due process. Discipline shall normally be administered within twenty (20) working days of the alleged offense(s), or knowledge thereof, unless the employee is notified in writing that disciplinary action may be taken, pending completion of an investigation regarding the allegations.

In cases requiring an investigation, disciplinary action will not be taken until the conclusion of the investigation. An employee may be placed on administrative leave, with or without pay, during an investigation, if it is determined to be in the best interest of the City. In no case will an administrative leave with pay exceed eighty (80) hours. With the exception of criminal investigations, the normal investigation should not take more than two (2) weeks for completion. An extension may be requested in writing, as needed.

The City reserves the right to immediately suspend an employee without pay, without notice, when it is determined by the City that the employee's continued presence constitutes a threat or hazard. However, the employee must be notified within three (3) working days of charges.

In the event the employee receives written notification that termination is recommended, the employee may, within five (5) working days of receipt of the notice, contact Human Resources to request a pre-termination hearing or file a grievance. At no time may an employee request a pre-termination hearing and later file a grievance on the matter. The pre-termination hearing shall be conducted by the City Manager or designee and the Human Resources Manager or designee within ten (10) working days of receipt of the employee's request. At the pre-termination hearing, the employee will be given the opportunity to respond to the allegations. An employee may request the presence of a Union Steward at the hearing, and the Steward may speak on behalf of the employee in response to the allegations. Within ten (10) working days after this hearing, the City Manager shall render a written decision regarding the employee's status.

9.2 Employees shall have the right to review their personnel files upon request. Employees shall have the opportunity to submit a written statement responding to any reprimands which will be or are entered in their personnel file. Employees shall receive a copy of disciplinary documents placed within their personnel file.

9.3 Discipline in an employee's personnel file shall be used in progressive discipline against the employee as follows: verbal warning for one (1) year, written reprimand for two (2) years, and a suspension for three (3) years. Discipline actions involving harassment or workplace violence

not resulting in termination can be used in progressive discipline for five (5) years from date of occurrence.

9.4 Normally, progressive disciplinary action (oral reprimand, written reprimand, suspension without pay and termination) will be followed. However, the nature and seriousness of an employee's offense will be of primary importance and could result in suspension or termination without previous oral or written reprimand.

Oral reprimands are for a minor or infrequent offense in which the employee is counseled concerning the behavior or work performance and advised regarding necessary improvement.

A written reprimand is for an employee who has failed to respond to an oral reprimand or for a more serious offense in which a verbal warning is deemed insufficient for the offense.

A suspension without pay is used as a disciplinary action when a written reprimand has not resulted in a satisfactory change in the employee's conduct or when a written reprimand is deemed insufficient for the offense.

Discharge may be imposed when previous disciplinary actions have failed to bring a satisfactory change in conduct or when lesser action is deemed insufficient for the offense.

ARTICLE 10 VACATIONS

10.1 Employees shall accrue vacation based on their anniversary date in accordance with the following schedule:

Years of Service	Vacation
1-3 (0-36 months)	80 hours
4-10 (37-120 months)	96 hours
11-15 (121-180 months)	120 hours

16 and over (181 months and over) 176 hours

10.2 Vacation shall be earned during the first year of employment. Employees completing six (6) months of service are entitled to use their accrued vacation.

10.3 Vacation requests will be considered in the order in which they are submitted to management. Vacation requests must be submitted by the employee in writing and approved in advance by the appropriate member of management. Division seniority shall be considered only when two or more vacation requests are submitted at the same time for the same days off, i.e., pre-approved vacations cannot be revoked by a later vacation request by a more senior employee. The City will make every effort to authorize the vacation request of the employee consistent with the requirements of its operations. No vacation leave shall exceed thirty (30) working days per calendar year unless authorized by the City Manager or unless authorized in conjunction with Family and Medical Leave.

10.4 When accumulated sick leave has been exhausted for an absence under Family and Medical Leave, the employee will use accrued vacation leave, to the extent available, for the remainder of the Family and Medical Leave.

10.5 When a holiday falls within an employee's scheduled vacation period, the holiday shall be paid as holiday pay and will not be charged to the employee's vacation leave.

ARTICLE 11 HOLIDAYS

11.1 The following holidays are authorized for employees covered under this bargaining agreement:

A. New Year's Day (January 1)

B. Martin Luther King, Jr.'s Birthday (3rd Monday in January)

C. President's Birthday (3rd Monday in February)

D. Memorial Day (last Monday in May)

E. Independence Day (July 4)

F. Labor Day (first Monday in September)

G. Veteran's Day

H. Thanksgiving Day

I. The day after Thanksgiving Day

J. Day before or the Day after Christmas Day as established by the City Manager annually

K. Christmas Day (December 25)

11.2 Employees who do not work on a holiday will receive straight time holiday pay for the number of hours equal to their regularly scheduled shift for that day. An employee who performs work on a holiday will receive overtime pay for all hours worked plus straight time based on the regularly scheduled shift for holiday pay (excludes stand-by and call-ins).

11.3 A permanent, full time employee shall receive payment for any paid holiday unless:

A. The employee is on any unpaid leave of absence, no-pay suspension, or is on layoff on the day the City observes the holiday.

B. The employee is scheduled to work the holiday and does not report to work.

C. The employee is scheduled to work on the last regular day preceding the holiday or the next regular work day following the holiday and does not report for work, or does not work the entire shift, unless on approved vacation, or excused by the employee's supervisor

for an approved medical absence (sick leave), which may require a physician's statement verifying the employee was seen by the physician on the/or before the date of absence, treatment prescribed and employee was medically unable to work on date of absence.

11.4 When any of the holidays established herein occurs on a Sunday, the following Monday shall be observed as the holiday; when any holiday occurs on a Saturday, the preceding work day shall be observed as the official holiday.

For those employees covered by this Agreement whose regular work week includes Saturday and/or Sunday, holidays falling on a Saturday or a Sunday shall be observed by such employee on the actual day of occurrence.

ARTICLE 12 SICK LEAVE

12.1 Employees accrue eight (8) hours sick leave per month, provided the employee works a minimum of ten (10) days per month. New employees may not use any accrued sick leave until satisfactory completion of the initial six (6) months of probation, unless the necessity for the absence has been verified by a physician's statement.

12.2 SICK LEAVE MAY BE USED FOR THE FOLLOWING REASONS:

- Legitimate illness of employee.
- Serious health condition of spouse, child(ren), or employee's own parent(s) with a serious health condition, in accordance with the provisions of the Family and Medical Leave Act.
- Routine illness of spouse or children.
- Non-job related accident/injury preventing performance of employee's duties; or to supplement Workers' Compensation wage benefits in the event of a compensable on-

the-job injury/accident provided the combined income from Workers' Compensation wage benefits and sick leave does not exceed 100% of regular gross pay.

- Scheduled medical, dental, psychological, psychiatric, optical, chiropractic, or Employee Assistance Program (EAP) appointment, treatment, or examination; or rehabilitation or therapy for alcoholism, drug addiction, or other addictive condition of employee.

  In order to receive sick leave pay for an absence which exceeds three (3) days within a thirty (30) day period, medical certification from a doctor may be required to verify illness. The three (3) days do not have to be consecutive.

12.3 PERSONAL LEAVE USAGE

Employees are allowed to use two (2) work days of accrued sick leave (the number of hours depending upon the employees' normal work schedule), each fiscal year for personal business reasons. Requests for personal leave must be approved in advance by supervision. If an employee does not use the allowed personal leave during the fiscal year, the unused hours are maintained in the sick leave balance. Unused personal leave hours are not carried over into a subsequent fiscal year for additional personal leave use. If an employee records on the weekly time sheet personal leave use in excess of the amount authorized each fiscal year, the excess number of hours will automatically be charged to accrued vacation, if available, or will be "no pay".

12.4 All employees are required to personally notify their supervisor or designee at least one (1) hour prior to their scheduled reporting time on the first day and each succeeding day of absence due to illness. Shift workers are required to report absence due to illness at least two (2) hours prior to the start of the shift. Notification of absence can be made by someone other than the

employee only if the employee is incapacitated. Documentation/verification of incapacity may be required by management.

In order to assure that employees are able to timely provide notification of absence as required herein, management will provide appropriate telephone numbers (home, pager, cellular telephones) of management.

12.5 Absences charged to sick leave will be subject to investigation, as deemed appropriate by management. The employee will furnish adequate explanation of his/her illness to supervision to determine if sick leave is to be paid. An employee may be subject to disciplinary action for excessive use of sick leave as determined by the City.

The City may require any employee to undergo a medical examination by an assigned medical doctor at any time to ascertain whether the employee is physically and mentally capable of performing any and all duties required of his classification. This examination will be conducted on City's time and at City's expense.

12.6 Sick leave will be charged only against an employee's regular work day, and shall not be charged for absences occurring on pre-arranged overtime work days, unscheduled call-in overtime days or holidays for which the employee was scheduled to work.

12.7 An employee on temporary, total disability confirmed by competent medical authority because of an occupational disability and who is receiving Worker's Compensation benefits may elect to receive a supplemental sum equal to the difference between the employee's wages and compensation benefits, but such supplemental sum shall be deducted from accrued sick leave and vacation leave credits. When sick leave and vacation leave accruals have been exhausted, the employee if still on temporary disability, will receive only Workers' Compensation benefits.

Under no circumstances will an employee receive full pay for sick leave and Workers' compensation wage benefits.

12.8 Sick leave may not be taken during the notice period for resignation, except for legitimate illnesses and/or in increments of less than one day. Any time used in excess of eight (8) hours must be accompanied by a doctor's note.

12.9 The City reserves the right to implement or not implement a sick incentive program based on budgetary restraints.

12.10 PAYMENT OF SICK LEAVE UPON TERMINATION, RETIREMENT, DEATH

The following provisions apply to payment of accumulated sick leave upon termination, retirement or death.

1. Upon termination of employment with the City in good standing [resignation with two (2) weeks' notice, layoff, disability retirement or early retirement] subsequent to completion of at least sixty (60) months consecutive service, employees will be paid 25% of accrued sick leave, up to a maximum payment of 720 hours. Employees who are discharged for cause/misconduct or who terminate for any reason prior to sixty (60) months consecutive employment are not eligible for any payment of sick leave.
2. Upon normal retirement from the City (provided the employee has at least ten (10) years' continuous service) which is simultaneous with termination and as defined by the retirement plan of which the employee is a member, an employee will be paid 66 2/3% of accrued sick leave, up to a maximum payment of 720 hours.

3. In the event of the death of an employee, payment of accrued sick leave to the employee's beneficiary/estate will be in accordance with the provisions outlined above, with amount of payment based on length of service (i.e. if employee was eligible for normal retirement on the date of his death, accrued sick leave will be paid in the same manner as for normal retirement).

4. The use of sick leave to extend the employee's termination date, i.e., in order to receive a 100% of accumulated sick leave is prohibited.

12.11 Employees who fail to comply with rules and regulations governing the use of sick leave will not be paid for those days of absence and will also be subject to disciplinary action.

ARTICLE 13 HOURS OF WORK AND OVERTIME PAYMENT

13.1 The purpose of this Article is to define hours of work, but nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours to be worked per day, days per week, or for any other period of time, except as may be specifically provided herein.

13.2 The normal work week will be forty (40) hours in a seven (7) calendar day period.

13.3 Except where otherwise specified herein, overtime will be paid at time and one-half (1 ½) the employee's regular pay rate for all hours worked in excess of forty (40) hours of actual work in a scheduled work week. Work schedules will not be changed without five (5) working days notice. Bereavement leave and advanced scheduled vacation are considered time worked for overtime calculations provided each were requested and approved in the previous work week. Sick leave will not be considered as time worked for overtime calculations.

13.4 An employee called back to work due to standby status, or an emergency shall earn a

minimum of three (3) hours call back pay which is considered time worked for overtime calculations. An employee does not receive three (3) hours call-back pay for each call back in a work day. If an employee is called back more than once (1) in a work day and his total time is less than three (3) hours, the employee will receive a minimum of three (3) hours call back pay. An employee on standby status will receive credit for one (1) hour per day Monday through Friday, and two (2) hours per day for Saturday, Sunday or holiday which counts as time worked for the purpose of computing overtime.

13.5 A City Division requiring workers to be available for emergency work, standby work or overtime work shall initiate and post a format for scheduling workers for duty or availability. If an employee is required to continue work beyond the normal work day then Article 13.3 shall apply. If an employee has been dismissed or released from the work day and is called out to work that same day, then the employee shall be credited with a minimum of three hours of work towards overtime. Only one call out credit can be received during a twenty-four (24) hour period. All work shall be credited towards overtime including up to one-half (½) hour between receiving a call or page and reporting for work. Call out time ends when the employee is dismissed or released by the supervisor at the City work location. The three-hour minimum is not in addition to hours worked, but is considered included in hours worked.

The City may furnish cellular phones, beepers, or require the employee to have a telephone as a condition for being on standby status.

13.6 No employee may authorize overtime for himself or herself but shall be entitled to receive payment for overtime as authorized by management.

Overtime work shall be distributed equitably among employees in a particular job

classification within a particular organizational unit as far as the character of the work permits. Although temporary imbalances in the equitable distribution of overtime may occur, departmental management shall make its best efforts to distribute overtime fairly and equitably over an extended period of time. Departmental management shall maintain overtime records, and shall make information concerning overtime available upon request to a Union Steward of the department.

13.7 Overtime payments shall not be duplicated for the same hours worked under any terms of this Agreement.

13.8 An employee who works out of his or her classification, due to absence of another employee in another position or due to a vacant position, for a period of sixteen (16) hours or less shall not receive additional compensation. An employee who works out of classification due to absence of another employee in another position or due to a vacant position for a period of more than sixteen (16) hours and that classification pays a higher rate than that of the employee's classification will receive a 5% salary increase or the minimum rate of the acting classification, whichever is greater, for all time worked in the higher classification. An employee's pay rate shall not be reduced if the employee is required to work in a lower classification.

The temporary salary increase for out-of-classification assignments shall not continue beyond the temporary assignment; such temporary compensation is not given unilaterally or provided indefinitely to employees perceived to be performing duties of a higher classification while the department/division is fully staffed. This compensation is solely for temporary work assignments in the absence of an employee in an authorized budgeted position for a minimum of forty (40) consecutive hours.

13.9 Employees of the City of Cocoa assigned to a regular afternoon shift shall receive a shift

differential of fifty cents ($.50) per hour. Employees assigned to a regular midnight shift shall receive seventy-five ($.75) per hour shift differential assignments. It is understood shift differential will not be paid due to temporary assignment or additional overtime assignments.

13.10 If the Mayor, or designee, determines in his/her sole discretion, that civil emergency conditions exist, including, but not limited to, riots, civil disorders, hurricane conditions, the provisions of this Agreement may be suspended by the City for the duration of the declared emergency; provided, however, that wage rates and monetary fringe benefits shall not be suspended.

The Union retains the right, however, to grieve within ten (10) days of the cessation of emergency conditions the effects of any suspension of contract provisions.

In the event that the City closed administrative and other offices/facilities due to inclement weather (e.g. hurricanes), civil disaster, or other emergency situations, employees will receive emergency pay at straight pay for hours that were not worked for their regular work schedule. An employee who performs work during the disaster period will receive overtime pay for all hours worked plus emergency pay for their regular scheduled shift (excludes standby-by and call-ins). During such emergency, if the City establishes temporary offices/facilities or directs employees to report to work at a work site other than their usual work site, the employees will be required to report to work. The City reserves the right to reopen this article during FY19 to negotiate further contract changes.

ARTICLE 14 WAGES

14.1 A. The City shall provide LIUNA bargaining unit members with a three percent (3%) wage increase effective October 1 of fiscal year 2019, 2020, and 2021. Bargaining unit members must be employed prior to June 1 to be eligible for a wage increase in the ensuing fiscal year.

B. If an employee's wage is at the maximum for the position, the wage will be frozen at that level and the employee will receive a lump sum payment in the amount of the current wage increase. No wage increases will be permitted until or unless such employee is promoted to a higher position or the pay level is adjusted beyond the employee's current pay level.

14.2 Certification/Licensure Programs:

A. Service Requirement – Completion of at least one (1) year of service with the City as of October 1st of each year is required for an employee to receive payment for professional certification related to the employee's position. Payment will be processed in November timeframe, and wages are subject to tax withholding.

B. Certification Date – The certification(s) must be current and must have been issued no later than April 1st of the year for which payment is requested.

C. Eligible Professional Certifications/Licensures

- Automotive Service Excellence (ASE) Certification

First Certification	$50 year
Each Additional Certification	$25 year
Maximum	$150 year

- Master Mechanic Certification $150 year

Maximum	$300 year
• Herbicide Pesticide Certification	
First Certification	$50 year
Each Additional Certification	$25 year
Maximum	$100 year
• Certified Pool Operator	$50 year
• Certified Nursery Professional Certification	$100 year
• Backflow Tester Certification	$100 year
• Backflow Repair Certification	$100 year
• Water/Wastewater Plant Operators	
Class “C” License	$100 year
Class “B” License	$50 year
Class “A” License	$50 year
Maximum	$200 year
• Water Distribution System Operator	
Class 3 License	$100 year
Class 2 License	$50 year
Class 1 License	$50 year
Maximum	$200 year
• Wastewater Collection System Operator	
Class C Certification	$100 year
Class B Certification	$50 year

Class A Certification	$50 year
Maximum	$200 year

- Electrician

Journeyman Electrician	$100 year
Master Electrician	$100 year

- Locksmith

Professional Locksmithing	$100 year
Advanced or Commercial Locksmithing	$50 year
Maximum	$150 year

- Commercial Driver's License (CDL)

D. Employees whose job description requires a Commercial Driver's License, and who do not possess it at the time of employment promotion will be reimbursed the actual cost of the license upon attainment and presentation of a receipt to the employee's Superintendent. Additionally, employees whose job description requires a CDL shall be reimbursed the actual cost of the renewal of the CDL license upon presentation of a receipt to the employee's Superintendent. The City will not provide reimbursement for lost licenses.

E. The City shall pay, on a one-time basis, the fees associated with attaining a State of Florida Class "C" water or wastewater operator's certification and each time renewal is needed (one time) for each re-certification for employees who are employed in the classification of water or wastewater Apprentice Operator or Operator C, B or A, or Water Distribution/Wastewater Collections certifications.

The employee shall assume responsibility for all fees associated with re-testing. Although the City will reimburse for the expense of the certification, only the licenses for Operators and Distribution workers will be eligible for License certification pay. Wastewater Collection certifications will also be recognized for Certification Pay as there is no current license requirement for Wastewater Collections at this time.

F. The City shall pay the fees associated with attaining certifications required for LIUNA positions, and recertification, if required. The employee shall assume responsibility for all fees associated with re-testing, if the employee does not successfully attain/pass the certification test. Employees who receive a certificate and/or CDL reimbursement and who terminate employment prior to completion of one year of service shall repay the City for the reimbursement amount. Said reimbursement may be deducted from the final paycheck of the employee, if sufficient funds are available, or the employee shall be required to provide the reimbursement in cash, check or money order.

14.3 The City will continue to pay 10% add pay (based on the employee's base pay) for the designation of "lead" plant operator for those employees assigned that designation.

14.4 The City shall continue to contribute to existing participants in the 401(A) at a rate of 12%.

ARTICLE 15 HEALTH AND WELFARE

15.1 The City of Cocoa shall furnish hospitalization insurance, as approved by City Council, for the employee at no premium cost. Should the employee elect to have dependent coverage, fifty percent (50%) of the cost of the premium for dependent coverage shall be borne by the City.

15.2 Eligibility for group insurance coverage and premium payments for retirees shall be in accordance with Resolutions adopted by City Council.

15.3 The City of Cocoa shall maintain group term life insurance policies on all bargaining unit employees at this time equals one times their annual salary as of October in any year. Life insurance coverage will not be adjusted for any employees who may receive a promotion or increase after October of any year.

15.4 If an employee is temporarily suspended from work by the City, the City shall continue all coverages contained in this Article until final disposition of the case. The employee shall be responsible for payment of their benefit deductions, if the employee has elected that benefit option, during the unpaid status.

ARTICLE 16 BEREAVEMENT LEAVE

16.1 An employee will be granted up to three (3) scheduled working days off without loss of pay or benefits to attend the funeral of a member of the immediate family. Up to an additional two (2) days off may be granted for an out-of-state funeral.

16.2 Immediate family is defined as spouse, and the following biological, adoptive, foster, or "step" relatives; child(ren), son/daughter-in-law, parents, brothers, sisters, grandparents, and grandchild(ren), of both the employee and the employee's spouse. The death of relatives who functioned as part of the immediate family who resided in the member's household may qualify for bereavement leave, at the discretion of the City Manager.

16.3 To be eligible for pay, the employee shall provide management proof of the death in the family as defined above and the date of the funeral through a newspaper obituary, death certificate, or funeral home documentation prior to payroll submittal of time to be paid.

ARTICLE 17 SAFETY AND HEALTH

17.1 The City agrees that it will conform to and comply with laws as to safety, health, sanitation, and working conditions properly required by Federal, State, and local law. The City and the Union will cooperate in the continuing objective of eliminating accidents and health hazards.

Bargaining unit members shall recognize, promote, and adhere to all City of Cocoa Health and Safety Policies and Procedures.

17.2 The City may provide and require employees to wear apparel, safety shoes, protective devices and/or special equipment to reduce accidents and injuries on the job, as determined by the City. Non-conformance with City safety rules and requirements shall be cause for progressive discipline up to and including discharge.

A. The City will provide keep in stock wide brim hats for those employees working outside as protection from the elements.

B. In accordance with the City's Safety and Loss Control Program, positions designated by management that are required to wear ANSI Z41 approved steel-toe safety shoes daily, will receive a shoe allowance. For FY19 the approved employees employed as of October 1 will receive a $120 shoe allowance via payroll by November 15, for the purchase and/or repair of safety shoes. Electricians will receive a safety shoe allowance of $215.00 for Fiscal Year 2019. For years 2020 and 2021, the City and Union will reopen this article to negotiate whether the shoe allowance will continue at the FY19 rate or if an alternative-shoe selection process. If an agreement is not made timely the allowance shall continue for the duration of this Agreement. Employees in designated positions who are hired after October 1st of each fiscal year will receive

their shoe allowance at the time of hire. Employees that leave employment prior to the completion of probation will be required to pay such allowance.

Employees who are authorized a safety shoe allowance but fail to wear the required

safety shoes may be relieved of duty without pay and subject to disciplinary action.

C. Any in-house safety committee established in a work area where bargaining unit employees work, shall have representation by employees in covered positions as selected by the City.

D. The City shall consult periodically with medical professionals and obtain recommendations for providing inoculations for employees in job descriptions where inoculations are recommended.

ARTICLE 18 BULLETIN BOARDS

18.1 The Union shall be provided partial use of suitable bulletin boards, including at least one (1) at each area working location so designated by the City, consistent with Section 6.2 of Article 6. The Union may, if it is so desired, provide a bulletin board of standard size for its own exclusive use in keeping with the decor of the working location, with the approval of the City.

18.2 The Union agrees that it shall use space on bulletin boards, as provided in Section 18.1 above, only for the following purposes:

1. Notice of Union Meetings
2. Union elections
3. Reports of Union committees
4. Recreational and social affairs of the Union
5. Notices by public bodies
6. All other postings authorized by the Human Resources Manager

18.3 Copies of all material, notices, or announcements shall be submitted to the Human Resources Manager for approval before they are posted.

18.4 No material, notices, or announcements shall be posted which contain anything political or controversial, or anything adversely reflecting upon the City of Cocoa, its independent agencies, or employees. Any Union authorized violation of this section shall entitle the City to cancel immediately the provisions of this section and to remove bulletin boards or the partial use thereof. The City shall make reasonable effort to prevent unauthorized removal, covering or defacing of Union materials by unauthorized personnel.

ARTICLE 19 JURY DUTY

19.1 Permanent full time employees shall be granted time off with pay, for reporting for jury duty upon presenting satisfactory evidence relating to service to management. Compensation received from jury duty will be assigned by the employee to the City.

19.2 If an employee is released from jury duty two (2) or more hours prior to the end of the employee's regularly scheduled work shift, the employee shall be required to report for work except as otherwise authorized by the employee's immediate supervisor.

19.3 In the event an employee who works shifts is called to jury duty, the employee shall be rescheduled to day shift for the duration of said jury duty.

ARTICLE 20 SEVERABILITY

20.1 If any provision of this Agreement shall be found to be invalid by any court having jurisdiction in respect thereof, such findings shall not affect the remainder of this Agreement, and

all other terms and provisions shall continue in full force and effect. Upon any such judicial determination, the City and the Union will promptly negotiate and endeavor to reach an agreement upon a substitute for the provisions found to be invalid.

ARTICLE 21 SAVINGS CLAUSE

21.1 All rights, privileges and working conditions enjoyed by members of the bargaining unit at the present time which are included in this Agreement, shall remain in full force and effect unless changed by mutual consent.

21.2 The parties recognize that the City's Employee Handbook and procedures which cover subjects not expressly covered in this Agreement shall be applicable to all bargaining unit employees. No benefits shall exist for bargaining unit members other than those set forth in this Agreement and/or applicable City policies and procedures, and any changes thereto.

ARTICLE 22 PROBATIONARY PERIOD FOR EMPLOYEES

22.1 The City will require a six (6) month probationary period for all new employees in all departments, which may be extended by management for ninety (90) days.

22.2 All probationary employees are to be evaluated in writing at the end of six (6) months.

22.3 Employees covered by this Agreement shall be allowed check-off of Union dues during their probationary period, provided employees request such deduction in writing as outlined in Article 2.

22.4 Initial probationary employees are not covered in any way by the grievance procedure.

22.5 All permanent, full-time employees who are placed on probation for any reason (transfer, promotion, demotion or disciplinary action, etc.) shall be notified in writing by the employee's

supervisor prior to said probation. No full-time permanent employee may be placed on probation longer than six (6) months and a written evaluation will be conducted at the end of probation.

22.6 Employees in a probationary status are not eligible for promotional or voluntary transfers during the probationary period.

ARTICLE 23 SENIORITY

23.1 Definitions

City Seniority: City-wide seniority is defined as the length of continuous service with the City of Cocoa. Such seniority shall be acquired by a full-time employee after completion of a probationary period, at which time seniority shall be retroactive to the first day of employment. City-wide seniority shall apply to accrual of all benefits and to promotional vacancies.

Department Seniority: Department seniority is defined as the length of employment within the employee's current department. Department seniority shall accrue as of the first day of employment or transfer into a new department. Department seniority shall apply in cases of termination by force reduction (layoff). Division seniority shall be considered when scheduling shifts. Division seniority will be considered for requests for vacation only [deleted bold] as outlined in Article 10, Vacations and overtime as outlined in Article 13.

23.2 Cumulation: Seniority shall accumulate during absence because of illness, injury, vacation, or other authorized leave.

23.3 Termination of Seniority: Seniority shall be broken when an employee:

A. Terminates voluntarily

B. Is discharged for just cause

C. Is on leave of absence in excess of six (6) months.

D. Is on layoff status and has not been recalled in one (1) year.

E. Retirement.

F. Failure to return from approved leaves of absence (including Family and Medical Leave and Military Leave) or Workers' Compensation disability.

23.4 Leave Without Pay: For unpaid leaves of absence exceeding thirty (30) consecutive days, such time shall not accumulate as seniority, except as otherwise provided by law (e.g., Family and Medical Leave).

ARTICLE 24 REDUCTION IN FORCE

24.1 Should a reduction in the City's work force become necessary, termination by force reduction, hereinafter referred to as layoff, shall be accomplished in the following manner:

A. Layoffs shall be by classification within a department. Upon establishing the number of employees to be laid off within a classification in a department, the City shall layoff the least senior employee first and continue laying off the least senior employee until its force reduction in the affected classification or classifications within that department is met.

B. If an employee is scheduled to be laid off, said employee shall be offered a comparable position or demotion to a lower classification, provided such a vacancy exists and said employee is qualified to fill the position.

C. If there is more than one (1) employee subject to the above provisions, the most senior qualified laid-off employee shall be offered the vacancy. If there is more than one (1) vacancy, said vacancies shall continue to be offered to the senior qualified laid off employee until all vacancies are filled.

24.2 Employees being laid off or demoted shall be eligible for recall in accordance with the following procedure:

A. An employee who is demoted or laid off shall retain recall rights to a job in the same classification within the department from which the employee was demoted or laid off. Recall rights shall remain in full force and effect for a period equal to the employee's total length of service not to exceed one (1) year.

B. The most senior qualified laid off employee shall be offered recall to a job in the employee's classification until the City's staffing requirements are met.

C. Notification of recall shall be sent to a laid off employee by certified mail to the address last known to the City.

D. If the laid off employee fails to respond to the recall notice within ten (10) calendar days from the date of receiving the notice of recall, he/she shall forfeit all further recall rights.

24.3 Employees who are scheduled to be laid off shall receive two (2) week of notice or, in the alternative, two (2) week of pay in lieu of notice.

24.4 If it becomes necessary for the City to abolish a position or reduce the number of employees, severance pay will be granted as follows:

Years of Service	Severance Pay
1-5	2 weeks
6-10	4 weeks
11-25	6 weeks

ARTICLE 25 PROMOTIONAL VACANCIES

25.1 Notice of a vacancy in an existing or new position covered by this Agreement shall be posted for a minimum period of five (5) working days on appropriate bulletin boards, with a closing date for in-house applications four (4) days after the posting date, to be considered acceptable notice. Any employee who meets the minimum standards/requirements of the position may apply for the open position by submittal of the appropriate form and a resume detailing their work history and experience by the closing date. Applications received from in-house applicants after the internal posting period will be considered with external applicants, if applicable.

25.2 The Human Resources Division will refer to the hiring department bids from qualified employees for interview. If fewer than three (3) qualified internal candidates apply, external candidates may be interviewed simultaneously. The manager/supervisor to whom the position reports is responsible for interviewing and selecting the candidate who best matches the position requirements. In making this determination, the manager/supervisor shall consider the candidates' merit and ability, to include, but not limited to training, education, experience, certification, skills, and based on valid minimum standards/requirements outlined in the position description. Additionally, management shall take in consideration past performance history and discipline for supporting a hiring decision. Seniority shall be the governing factor in making the selection only when all other criteria are equal.

25.3 An employee who is promoted to a position with a higher pay range shall have his pay rate increased by 5% and then placed in the new pay range or to the minimum pay rate of the new position, whichever is greater.

An employee who is transferred laterally to another position will not receive any pay

increase or decrease. A lateral transfer is defined as going from one position in the same pay grade (minimum salary is the same) to another position in the same pay grade.

In the event an employee is either voluntarily or involuntarily demoted, their pay shall be decreased the same amount it was increased for the related position promotion, but include any annual wage increases that were received during that time. In no case may an employee be paid more than the new pay range.

25.4 In the event an employee is promoted, demoted, or transferred, pursuant to this Article, the employee will serve a probationary period of ninety (90) days in the new position, which may be extended in thirty (30) day increments by the City, regardless of the length of the employee's seniority, not to exceed a total of six (6) months [including the original ninety (90) days probation].

25.5 Should the employee be determined as unacceptable in the new position during the probationary period, the employee shall be returned to his or her former or comparable pay grade/position and rate of pay, if vacant. If a position is not vacant, then the employee shall accept a position as close to the former position, in terms of pay grade/position and rate of pay, subject to the City's determination that the employee is suitable for the position.

25.6 The City supports and encourages employees to continue education and licenses for further promotion opportunities. The job posting process, outlined in section 26.1 above, should be waived in the following scenarios:

A. The Florida Department of Environmental Protection (FDEP) requires that operators of water and wastewater facilities possess a FDEP operator's license per Department of Environmental Regulation, Chapter 62-602. The City has designated positions from an Apprentice Operator, which is an entry level position and does not possess a license, through an "A" Licensed

Operator. Each level of operator has specific criteria for position obtainment identified in the Regulation. The City will promote individuals upon attainment of a higher license when the employee has met the full requirements of the position/license.

B. Employees classified as an Electrician/Industrial Electrician I will be promoted to Electrician/Industrial Electrician II after successfully meeting the position requirements of the "II" level.

C. Employees classified as an Environmental Analyst I will be promoted to Environmental Analyst II after successfully meeting the position requirements of the "II" level.

ARTICLE 26 INTENT OF AGREEMENT

26.1 The City and the Union agree that the basic intent of this Agreement is to provide a fair day's work in return for a fair day's pay and to provide conditions of employment suitable to maintain a competent work force. The City and the Union affirm their joint opposition to any discriminatory practices in connection with employment, promotion, or training, remembering that the public interest requires the full utilization of the employee's skill and ability without regard to union membership, race, color, religious creed, national origin, ancestry, age, gender, family status (except as limited by Florida Statutes governing nepotism), or a disability which does not preclude the performance of the essential functions of the position, with reasonable accommodation(s) provided as necessary.

ARTICLE 27 – DURATION

27.1 If either the City or the Union desires to modify, amend, or terminate this Agreement at its normal expiration date official notice of such desire must be given in writing at least ninety (90)

days and not more than one-hundred-fifty (150) days prior to the termination of this Agreement. Within thirty (30) days following receipt of such notice, unless there is mutual agreement to the contrary, the City and the Union shall commence negotiations.

27. 2 This agreement shall be effective upon ratification by the City Council and the Union and shall remain in effect up to and including September 30, 2021. Only Article 13 and Article 17 (Shoe Allowance) will be reopened as stated in the respective Article.

CITY OF COCOA

APPENDIX A - EMPLOYEE GRIEVANCE FORM

o **Bargaining** o **PBA**
o **LIUNA**
o **IAFF**
o **Non-Bargaining**

Name: (PRINT)_____

Job Title: _____ **Employee ID: #** _____

Home Address: _____ **Zip:** _____

If Bargaining Unit - provide name of Union Steward: _____

Department: (Check one) ☐ Admin. Services ☐ City Manager ☐ City Clerk ☐ Fire ☐ Public Works ☐ Police ☐ Community Development ☐ Police ☐ Finance ☐Utilities ☐ Other _____
Division: _____

Policy/Section and/or Contract/Article Violated: Section(s): _____

Page(s): _____ *(Must provide a copy of the page(s) you are referencing)*

Date of Alleged Violation:__ __ / __ __ / __ __

Provide a brief description of the grievance: Explain how the grievance is related to the policy/ section and/or contract/article. (Attach additional sheets if needed): _____
_____
_____
_____

Your Suggested Remedy: _____
_____
_____
_____

Signature of Grievant: _____ **Date:** __ __ / __ __ / __ __

_____

STEP 1

Receiving Supt./Div. Manager: _____ **Date:** __ __ / __ __ / __ __

Hearing Date: __ __ / __ __ / __ __

Response and Date: (See attached response) ☐**Settled** ☐**Withdrawn** ☐**Advanced**

Settled: (Employee Signature):_____ **Date:** __ __ / __ __ / __ __

NOT Settled, Appeal to STEP II. (Employee Signature):_____ **Date**: __ __ / __ __ / __ __

CITY OF COCOA
EMPLOYEE GRIEVANCE FORM

STEP II

Receiving Department Director:_____ **Date: __ __ / __ __ / __ __**

Hearing Date: __ __ / __ __ / __

Response and Date: (See attached response) ☐ **Settled** ☐ **Withdrawn** ☐ **Advanced**

Settled: (Employee Signature) _____ **Date: __ __ / __ __ / __ __**

NOT Settled: Appeal to STEP III.

(Employee Signature) _____ Date: __ __ / __ __ / __ __

STEP III (CITY MANAGER)

Receiving HR Representative: _____ Date: __ __ / __ __ / __ __

Hearing Date: __ __ / __ __ / __ __

Response and Date: (See attached response)

Upheld Denied Modified

City Manager: _____ Date: __ __ / __ __ / __ __

HR Manager: _____ Date: __ __ / __ __ / __ __

APPENDIX B -CLASSIFICATION AND PAY PLAN

COVERED POSITIONS	PAY GRADE
Apprentice Electrician	LU5
Apprentice Operator	LU8
Backflow Technician	LU6
Certified Operator “C”	LU9
Certified Operator “B”	LU10
Certified Operator “A”	LU11
Crew Leader	LU8
Custodial Worker/Janitorial Attendant	LU2
Customer Service Representative	LU5
Customer Service Field Representative	LU5
Electrician I	LU6
Electrician II	LU9
Environmental Analyst I	LU8
Environmental Analyst II	LU11
Heavy Equipment Operator	LU7
Industrial Electrician I	LU7
Industrial Electrician II	LU10
Maintenance Worker I	LU5
Maintenance Worker II	LU6
Mechanic I	LU6

Mechanic II	LU8
Meter Reader	LU4
Meter Technician	LU5
Sludge Equipment Operator	LU5
Stock Clerk	LU4
Senior Stock Clerk	LU5
Utility Line Locator	LU6
Utility Mechanic I	LU6
Utility Mechanic II	LU8
Valve Operator	LU6

SIGNATURE PAGE

CITY OF COCOA

Henry U. Parrish III
Mayor

John A. Titkanich, Jr.
City Manager

9/25/18
Date Signed

LOCAL 630

Ronnie Burris
Business Agent

Andy Newsome
Chief Union Steward

10/11/2018
Date Signed