

A G R E E M E N T

Between

THE HOUSING AUTHORITY OF THE CITY OF COCOA (HACC)
(The Public Employer)

And

LIUNA, PUBLIC EMPLOYEES' LOCAL 678, AFL-CIO
OF THE
LABORERS' INTERNATIONAL UNION OF NORTH AMERICA
(The Union)

JULY 1, 2017 – JUNE 30, 2020

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ARTICLE 1 RECOGNITION

1.1 In accordance with the Florida Public Employee Relations Commission Certification of Representation No. 440, the Public Employer hereby recognizes the Union as the sole and exclusive bargaining agent of all employees defined by PERC in certification Case No. SH-RA-753-0210 as outlined below:

a. The Public Employer, in accordance with the rules and regulations set forth by the Public Employee Relations Commission (PERC) will recognize the members of the bargaining unit as defined by PERC. The appropriate unit as defined by PERC in Case No. SH-RA-753-0210 was as follows:

INCLUDED: All employees in the clerical, laborer, maintenance, service and trade classifications in the employ of the Housing Authority of the City of Cocoa.

EXCLUDED: Elected or appointed officials, supervisors, confidential employees, assistant managers, technical and professional employees and managerial employees as defined by the act.

DEFINITIONS: The following definitions, extracted from ACT 447.203 are quoted for information:

Managerial Employees are those employees who:

(a) Perform jobs that are not of a routine, clerical or ministerial nature and require the exercise of independent judgment in the performance of such jobs and to whom one or more of the following parties applies:

1. They formulate or assist in formulating policies which are applicable to bargaining unit employees.
2. They may reasonably be required on behalf of the employer to assist in the preparation for collective bargaining negotiations.
3. They have a role in the administration of agreements resulting from collective bargaining negotiations.
4. They have a significant role in personnel administration.
5. They have a significant role in employee relations.
6. They are included in the definition of administrative personnel contained in s. 228-041 (10).
7. They have a significant role in the preparation of budgets for any public agency or institution or subdivision thereof.

Confidential employees are persons who act in a confidential capacity to assist or aid managerial employees as defined above.

- 1.2 It is further understood and agreed that the Business Agent of the Union or designee of the Business Agent will be the official spokesperson for said Union in any matter between the Union and the Authority except as otherwise provided in the grievance procedure contained in Article 8. Any alternate designated by the Business Agent shall be designated in writing to the Executive Director or his/her designee and the period of time covered by such designation shall be included in such written designation.

ARTICLE 2

UNION SECURITY RIGHTS AND CHECKOFF

- 2.1 The Union will, by placing one (1) copy of this Agreement on the bulletin boards in each working location, make available to employees in the bargaining unit copies of this/her Agreement. Expense for additional copies of this Agreement shall be borne by the Union.
- 2.2 Upon receipt of a signed authorization form from an employee covered by this Agreement, the Public Employer will deduct from the employee's pay the amount indicated on said form a monies owed to the Union by such employee for dues. Dues shall not include initiation fees, fines, penalties, or special assessments. It is understood that this provision will provide for twenty six (26) deductions per year. (The Public Employer will remit to the Union such sums within thirty days). Changes in the Union membership dues rate will be certified to the Public Employer in writing to the Administrative Services Director over the signature of the authorized officer or officers of the Union, and shall be done at least thirty (30) days in advance of the effective date of such change. Authorization statements signed by the individual employees indicating the amount of the new membership rate to be deducted shall accompany the certification as provided by the authorized officer or officers of the Union. The Public Employer will not institute any change in the membership deduction until the employee's authorization statement is on file with the Administrative Services Department. The Public Employer's remittance shall be deemed correct if the Union does not give written notice to the Public Employer within two (2) calendar weeks after a remittance is received, of its belief, with reasons stated therein, that the remittance is incorrect. All Union dues shall be collected by the Public Employer by payroll deduction and paid to the Union in the above manner.
- 2.3 Any employee may withdraw his/her membership in the Union upon thirty (30) days written notice to the Union and the Administrative Services Director of the Authority; via certified, return receipt mail.
- 2.4 The Union will indemnify, defend, and hold the Authority harmless against any claims made and against any suit instituted against the Authority on account of any check-off of Union dues.

ARTICLE 3

WORK INTERRUPTIONS

- 3.1. The Union shall not, under any circumstances or for any reason, or in sympathy with, or in support for other employees or Unions, call, encourage, authorize, ratify or engage in any strike, slowdown, boycott, sick-out, or other job action resulting in an interruption of work during the term of this Agreement.
- 3.2 The Authority will not lock out employees covered by this Agreement.
- 3.3 The Authority shall have the right to discipline, up to and including discharge, any employee who instigates, encourages, participates in or is otherwise involved in any strike, slowdown, sick-out, boycott or other job action against the Authority or who takes any action to curtail work, restrict services or interfere with any operations of the Authority. Neither the violation of any provision of the Agreement, nor the commission of any act made unlawful by any Federal or State laws shall excuse employees or the Union from their obligations under the provisions of this/her Article.

ARTICLE 4

MANAGEMENT RIGHTS

- 4.1 Except as specifically abridged by any provision of this Agreement, the Public Employer reserves and retains all of its normal and inherent rights with respect to management of its affairs in all respects in accordance with its responsibilities, whether exercised or not, including but not limited to its rights to determine, and from time to time re-determine the number, location and type of work forces, facilities, operations, and the methods, processes and equipment to be employed, the scope of services to be performed, the method of service, and the schedule of work time; to contract and subcontract existing and future work where the specific work subcontracted does not result in reduced work hours for employees covered by this agreement, to discontinue conduct of its mission or operations in whole or in part; to determine whether and to what extent the work required in its operations shall be performed by employees covered by this Agreement; to transfer its work from or to, either in whole or in part, any of its work forces or facilities and locations; to determine the number, types and grades of positions or employees assigned to an organization or unit, department or project; to establish and change work schedules, assignments and facility locations; to hire, evaluate, transfer, promote and demote employees; to layoff, suspend, discharge, or discipline employees for just cause. The use of supervisors or other Public Employer employees to perform work of the kind performed by employees of the unit is permitted provided equally qualified employees of the unit are not adversely affected. Management may alter, discontinue or vary past practices and otherwise take such measures as may be determined necessary for the orderly, efficient and economical operation of the Public Employer.
- 4.2 Any of the rights, powers, and authority, the Authority had prior to entering this agreement are retained by the Authority, except as expressly and specifically abridged, or modified by this/her Agreement
- 4.3 If, in the sole discretion of the Public Employer, it is determined that Civil emergency conditions exist including, but not limited to, riots, civil disorders, hurricane conditions, or similar catastrophes or disorders, the provisions of this Agreement may be suspended during the time of the declared emergency except for the monetary considerations.
- 4.4 The Personnel Policy Manual may from time to time be amended, and will be applicable to the members of the bargaining unit in other areas not addressed by this Agreement. A complete copy of the Personnel Policies will be given to every recognized Union steward and the Union business office. Each steward as well as the Union business office shall receive a copy of all written personnel policy changes that affect the bargaining unit employees. Said changes shall be sent to the Union business office thirty (30) days in advance of this consideration whenever feasible.
- 4.5 The Public Employer's exercise of Management Rights does not preclude employees or their representatives from raising grievances or the Union's rights to impact bargain.

ARTICLE 5

SPECIAL MEETINGS

- 5.1 The Chief Executive Director or his/her designee and the Union agree to meet and confer on matters of interest upon written request or verbal 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 re-negotiate this Agreement. Such special meetings may be held within ten (10) working days of the receipt of the written request and at a time and place mutually agreeable to both parties.
- 5.2 In the event the Public Employer and the Union desire to modify a certain article or provision 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. The power to amend as provided for herein shall not be utilized as a vehicle to re-negotiate this Agreement.

ARTICLE 6

UNION STEWARDS & UNION REPRESENTATION

- 6.1 The Public Employer recognizes and shall deal with the accredited Union Stewards (2), and any other officers listed in Section 1.2 of this Agreement, in all matter relating to grievances and interpretation of this Agreement.
- 6.2 The names of the Union Steward(s) shall be furnished to the Public Employer prior to the effective date of their assuming duties of office. The Union shall notify the Public Employer promptly of any change of such Union Steward(s). The Union Steward(s) will not be granted time off from his/her job to perform any grievance work unless the above has been complied with.

ARTICLE 7

UNION ACTIVITY

- 7.1 The Union Stewards will be granted reasonable time off during normal working hours to investigate and settle grievances on the job site within his/her jurisdiction.
- 7.2 Prior to such investigation(s) of the grievance, the Union Steward must obtain permission from his/her immediate supervisor and the grievant's immediate supervisor. If permission cannot be immediately granted without disruption of work, the Public Employer will arrange to allow investigation of the grievance at the earliest possible time. Upon returning to his/her work assignment, the Steward shall report to his/her immediate supervisor unless prior consent not to do so has been obtained.
- 7.3 It is agreed that the Steward shall have productive work to perform as assigned by the Public Employer. The parties agree that each will cooperate with the other in reducing to a minimum the actual time spent by Union representatives in investigating, presenting and adjusting grievances or disputes. Solicitation of any and all kinds by the Union, including the solicitation of grievances, membership and the collection of Union monies shall not be engaged in during working hours. No Union meetings shall be held on the Public Employer's time or premises.
- 7.4 One Union steward will be allowed to attend any meeting with employee and supervisor where the purpose of such meeting is investigative in nature, the employee can reasonably expect disciplinary action will result, and the employee requests representation.

ARTICLE 8

GRIEVANCE & ARBITRATION PROCEDURE

8.1 To promote better employer-employee relations, both parties pledge their cooperation to settle any grievance or complaints that might arise out of the application of this contract by the use of the following grievance procedure.

- a. Insure all employees are afforded fair, equitable, and expeditious review of their grievances without fear, coercion or discrimination.
- b. Eliminate or correct justifiable causes of employee dissatisfactions and complaints.
- c. Provide a systematic and orderly method for resolving complaints and differences of opinion between employees and supervisors or management personnel.

8.2 The written grievance will be implemented when all efforts of discussion between the employee and his/her immediate supervisor have failed to provide a solution to the problem.

8.3 Definitions:

A. Grievance - A dispute involving the administration of the operations and policy of the public employer whether valid or not, arising out of anything connected with the employee's condition of employment that he or she thinks, believes, or feels is unfair, unjust or inequitable interpretation or application of this agreement. Any matter involving the statutory duties or obligations of the public employer and/or any matter arguably involving or implicating relevant State or Federal regulations under which the Public Employer operates including but not limited to all relevant H.U.D. rules and regulations are specifically excluded from the definitions of "grievance" and disputes regarding said matters may not be processed through the grievance and arbitration procedures.

B. Immediate Supervisor - The individual who normally has the responsibility for scheduling, assigning, and reviewing the work of the employee and to whom the employee customarily reports to for direction and instruction concerned with work assignments on a regular basis. For purposes of filing a formal grievance, the "immediate supervisor" shall be the department head in the case of first line supervisors and the Director of Operations or Maintenance Supervisor as appropriate for all other employees.

C. The term "days" as used by this Article shall mean calendar days.

8.4 Employee Rights

A. Any full-time regular employee shall have the right to file a grievance to secure consideration of any condition of employment contained in this Agreement directly affecting him/her, to have it resolved fairly and promptly in a reasonable time through a formal complaint and grievance procedure until satisfied with the decision or until the employee's right of a grievance appeal is exhausted. Information concerning an employee grievance will be received in strict confidence. Supervisors, department head, and other members of management will discuss a grievance only with those individuals who are involved in processing the grievance.

B. Any employee serving an initial probationary period is ineligible to file a grievance under this Agreement.

8.5 Rules of Grievance Processing:

A. Once a grievance is reduced to writing in accordance with step 2 of the grievance procedure it shall contain the following minimum information:

1. A complete statement of the grievance and the facts upon which it is based.
2. The name of any witnesses who can provide supportive or relative information.
3. The specific rule, regulation or procedure alleged to have been violated, or the reason a disciplinary action is considered to be unjust.
4. The desired remedy or solution requested.
5. In the event the written grievance does not contain all of the above information the Department Head or Supervisor has the right to return it to the grievant to supply the required information. The grievant would then have three (3) working days to return the written grievance with the required information.
6. Whenever two or more employees have a common or similar complaint, the group will select one amongst them to represent the group. The final decision on the grievance will be binding on all members of the group.

B. A grievance must be brought forward as soon as it has become reasonably known to exist. If a grievance is not filed within the time limits set forth hereafter, the grievance will be barred from further consideration.

C. A grievance shall be dated and signed by the aggrieved employee presenting it. When a written grievance is presented, the Authority's representative shall acknowledge receipt of it and date thereof in writing. The supervisor shall conduct a meeting between himself or herself, the grievant and his/her representative prior to rendering his/her decision.

D. A decision rendered beyond Step One (1) shall be written to the aggrieved employee and shall be dated and signed by the Authority's representative.

E. 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.

- F. The time limits referred to in this Article may be extended by mutual written agreement by the parties. If such a written agreement is made by the parties, the agreed upon deadline and not the original time limit shall apply.
- G. If management does not respond to the grievance within the prescribed time limits the grievant shall advance the grievance to the next step and it shall be accepted without being signed off by the previous supervisor. The grievant shall make a notation on the grievance form outlining the reasons for advancing the grievance without the supervisor's signature.

8.6 Grievance Procedure:

A. Step 1: An employee having a potential grievance may, within fourteen (14) calendar days following the occurrence of the event giving rise to the grievance, discuss the grievance orally with the immediate supervisor. The immediate supervisor is required to render a finding on the grievance and a decision within fourteen (14) calendar days. The decision of the immediate supervisor at this step may be rendered orally.

Step 2: In the event the grievance is not satisfactorily adjusted under Step 1 within the time limits set forth the Union Steward and/or Business Agent must present such grievance in writing to the immediate supervisor within fourteen (14) calendar days of the decision rendered by the immediate supervisor on the grievance in Step 1. The immediate supervisor shall meet with the grievant and his/her representative prior to rendering his/her decision. The immediate supervisor shall render a written decision on the filed grievance within fourteen (14) calendar days.

Step 3: If unable to reach a satisfactory adjustment with the immediate supervisor, the Union shall submit the grievance in writing to the Department Head within fourteen (14) calendar days of the Step 2 decision. The Department Head shall meet with the grievant and his/her representative prior to rendering his/her decision. The Department Head must give his/her answer to the Union in writing within fourteen (14) calendar days.

Step 4: If unable to reach a satisfactory adjustment with the Department Head, the Union shall submit the grievance in writing to the Chief Executive Director of the Authority or his/her designated agent within fourteen (14) calendar days of the Department Head's written response in Step 3. The Chief Executive Director or his/her designated representative may meet with the grievant and his/her representative prior to rendering a decision. The Chief Executive Director or his/her designated agent must give his/her answer to the Union in writing within fourteen (14) calendar days.

Step 5: In the event the grievance is not satisfactorily adjusted within fourteen (14) calendar days of receipt of the Chief Executive Officer's or his/her designated agent's written response, either party may submit the case to arbitration.

Step 6: In the event that the dispute cannot be satisfactorily settled by the above steps of the Grievance Procedure, either of the parties hereto, unless barred from arbitration by the terms of this Agreement, may request arbitration by giving the other party written notice within fourteen (14) calendar days after receipt of the answer in Step 5, of its desire to arbitrate, in which event the grievance shall be arbitrated according to the following procedure: The grievance shall be promptly referred to arbitration. If the parties are unable to agree upon an impartial arbitrator within a period of fourteen (14) calendar days, then either party may request the American Arbitration Association to furnish the parties with a panel of five (5) names of impartial arbitrators and from this panel the arbitrator shall be selected. The arbitrator shall be selected by each party in turn, one strike at a time, one name from said list of five persons, the complaining party to have the first strike; and the person remaining on said list after each party has exercised its strikes shall become the arbitrator. The expense of the arbitrator, as well as the other expenses of holding the arbitration jointly agreed to, shall be borne equally by both parties. However, each party shall bear the expense of its own representatives, its own witnesses, and of preparing and presenting its own case.

B. Any agreement reached after Step 1 of these grievance proceedings which is in accordance with this Agreement or any decision by the arbitrator shall be final and binding upon the parties however, no arbitrator shall have the power to alter, modify, and amend, add to, or detract from the terms of this Agreement. The Employer, the Union and the aggrieved employee shall thereafter comply in all respects with the results of such grievance or decision so reached.

C. Where an employee has been discharged in violation of this Agreement, the arbitrator may order him/her to be reinstated, either with or without back pay for loss of income resulting from such discharge; but any income received by the employee from any other sources during said period shall be deducted from any back pay due him under the award.

When a grievance involving more than one employee is being pursued to arbitration, both parties shall make an effort to select one arbitrator to hear the grievance(s); however, if mutual agreement is not reached, a separate arbitrator must be selected to hear each employee's case.

ARTICLE 9

DISCHARGE AND DISCIPLINE

9.1 No employee will be discharged, suspended or otherwise disciplined except for just cause.

9.2 Notice of disciplinary action or pending action must be made in writing within ten (10) calendar days of the supervisor's knowledge of the incident which caused or could cause the action. Time may be waived in the event of extended or on-going investigation that may lead to action. The investigation must be documented as to time.

ARTICLE 10

PERSONAL TIME OFF

- 10.1 All employees are eligible for personal time off (PTO) with pay if they have been in continuous employment with Housing Authority of the City of Cocoa (HACC) in accordance with the following schedule:

Years of Employment	Hours Per Pay Period	Work Hours per Year
0 – 5	6.77	176.02
6 – 10	7.7	200.20
11 – 15	8.62	224.12
16+	9.54	248.04

- 10.2 PTO may be used for annual leave, sick leave or personal business and must be taken in at least 30 minute increments.
- 10.3 Immediately upon hire, all employees will begin accruing PTO according to the schedule above. After the satisfactory completion of ninety (90) days of service, employees are eligible to use personal time off subject to approval by the employee's immediate Supervisor and the Executive Director. Time off during the probationary/introductory period will be counted as leave without pay unless the necessity for the absence has been verified by a physician's statement. In that case, the time off may be deducted from any accrued PTO leave the employee may have.
- 10.4 All PTO requests should be made and approved by the Supervisor/Director as early as possible (minimum 48 hours in advance unless there are extenuating circumstances).
- 10.5 When two or more employees request PTO at the same time, the Supervisor/Director will evaluate organizational requirements and unless a compelling case can be made otherwise, seniority will prevail.
- 10.6 All PTO requests for more than five (5) days should be submitted at least one (1) week prior to the start of the leave.
- 10.7 Unexpected emergencies or illnesses should be reported to the Supervisor/Director as early as possible on the unscheduled day of the absence. Failure to notify management after three (3) working days will be considered a resignation without notice.

- 10.8 Documentation will be required from a medical provider for unscheduled absences of more than three (3) days. Documentation may also be requested if there is a reason of doubt the employee is able to perform all of the duties of the position.
- 10.9 Employees are eligible to earn and accrue PTO while on an approved paid leave of absence. However, employees will not accrue PTO during absences in which he/she is in an unpaid status.
- 10.10 Earned PTO not used by December 31st of each year may be carried forward as long as the total amount of PTO hours does not exceed 480. All PTO hours in excess of 480 at the end of the calendar year will be forfeited.
- 10.11 If a holiday falls during an employee's approved personal time off leave it will be paid as a holiday, not PTO.
- 10.12 After the probationary/introductory period, employees who voluntarily resign from HACC will be paid out their unused PTO leave balance, not to exceed 480 hours. Payment will be made at the employee's regular rate of pay as of the date of termination and will be included in their final paycheck.
- 10.13 Employees are allowed to donate PTO hours to another employee who is on extended leave of absence.

ARTICLE 11

HOLIDAYS

11.1 The following days are declared official paid holidays for Authority employees:

- | | |
|--|---------------------|
| 1. New Year's Day | 6. Veteran's Day |
| 2. President's Day | 7. Thanksgiving Day |
| 3. Memorial Day | 8. Christmas Eve |
| 4. Independence Day | 9. Christmas Day |
| 5. Labor Day | |
| 10. Martin Luther King Jr.'s Birthday | |
| 11. Any other day so designated by the Authority as a holiday or official day of mourning. | |

11.2 Employees of the bargaining unit who are required to perform work or render services on one of the holidays listed in section 11.1 shall be compensated at 1 1/2 times their regular rate of pay for those hours worked, and in addition will receive his/her regular straight time holiday pay. If an employee is called in to work on a holiday, he/she will be paid a minimum of three (3) hours at 1 1/2 times their regular hourly rate.

11.3 For holiday purposes, holiday pay is defined as ten (10) hours for regular full time bargaining unit members.

11.4 Bargaining unit members who are not scheduled to work a holiday will receive ten 10 hours of pay at straight time.

ARTICLE 12

BEREAVEMENT LEAVE

- 12.1 Up to three (3) working days with pay commencing with the death of a member of the immediate family or three (3) days prior to the funeral, shall be granted to bargaining unit employees. The immediate family is defined as spouse and children of employee and employee's or spouse's mother, father, brother, sister, grandchildren, grandparents, or any relative residing in the employee's household.
- 12.2 If the employee is required to travel outside of the State of Florida to attend the funeral, two (2) additional days shall be allowed.
- 12.3 To be eligible for pay a newspaper clipping or official notification from the funeral home of the death will be required.

ARTICLE 13

HOURS OF WORK AND OVERTIME

- 13.1 Employees subject to this Agreement shall have scheduled hours of work and such hours shall not be less than the minimal hours of a normal workday or workweek as outlined in 13.2.
- 13.2 The anticipated employee work schedule is as follows:
- The workday shall consist of ten (10) hours exclusive of a 30 minute meal period.
 - The standard work week shall consist of forty (40) hours.
 - Employees subject to this Agreement shall receive a paid break period of fifteen (15) minutes during the first and second half of the regular shift. Such breaks may be scheduled by the Organization so as to least interfere with daily operations.
- 13.3 The workday for bargaining unit members, shall consist of four (4), ten (10) hours days, Monday through Thursday from 7:00am to 5:30 pm, with a 30 minute meal period. For holiday purposes, a holiday is defined as ten (10) hours at straight time.
- 13.3 Overtime will be paid at the rate of time and one-half (1 1/2) for all hours worked in excess of forty (40) hours of a scheduled workweek. Every effort will be made to equally distribute overtime work among eligible employees.
- 13.4 An employee who is called back to the workplace for overtime work shall receive a minimum payment of three (3) hours of overtime at the rate of time and one-half (1 1/2).
- 13.5 The employer shall maintain a roster of all employees eligible for standby duty. The employer or his/her designee shall select an employee for standby from this roster, on a rotating basis, by asking first for volunteers. If there are no volunteers, the first employee on the list will be selected. Among volunteers, priority will be given to the employee who would have been most eligible had there been no volunteers. It is the employee's responsibility to identify the need to update/correct their contact information on the standby roster. The employee should report any errors in the roster to their supervisor. The duties and responsibilities of standby shall be administered by direction of such policy for standby as the employer sees fit to establish.
- 13.6 Standby employees carrying a company phone or pager for one (1) week without being called out will receive three (3) hours straight time in payment.

ARTICLE 14

RATE OF PAY

14.1 Effective July 1, 2017 and during the term this Agreement, annually on the date of classification, the bargaining unit members will be eligible for a 2.0% increase to their base.

14.2 For the paycheck dated 12/15/17, employees will receive a one-time bonus equal to 1% of the bargaining unit members gross salary from the employee's 2016 W-2. This 1% bonus will not be added to employee's base pay.

The following financial opener will be addressed for Fiscal Year 2019 and Fiscal Year 2020):

For Fiscal Year 2019 (July 1, 2018 – June 30, 2019), if the funding exceeds the 90% proration against formula eligibility, employees will receive a one-time bonus equal to 1% of the bargaining unit members gross salary from their 2017 W-2. This 1% bonus will not be added to the employee's base pay.

If the funding exceeds 99% proration against formula eligibility, employees will receive a one-time bonus equal to 2% of the bargaining unit member's gross salary from their 2017 W-2. This 2% will not be added to the employee's base pay.

For Fiscal Year 2020 (July 1, 2019 – June 30, 2020), if the funding for Fiscal Year 2019) exceeds the 90% proration against formula eligibility, employees will receive a one-time bonus equal to 1% of the bargaining unit members gross salary from their 2018 W-2. This 1% bonus will not be added to the employee's base pay.

If the funding exceeds 99% proration against formula eligibility, employees will receive a one-time bonus equal to 2% of the bargaining unit member's gross salary from the bargaining unit members 2018 W-2. This 2% will not be added to the employee's base pay.

14.3 Effective July 1, 2015 and during the term of this Agreement, annually on the date of classification, the bargaining unit members will be eligible for a 2.0% increase to their base.

14.4 During the term of this Agreement, employees who complete the six (6) month probationary period may be eligible for a 2.5% increase to their base pay.

14.5 Management reserves the right to provide additional special recognition awards.

ARTICLE 15

TEMPORARY WORK/HIGHER CLASSIFICATION

15.1 Temporary Work - Higher Classification

- A. An employee assigned to work in a higher classification, or assigned supervisory duties on a temporary basis for more than five (5) work days shall be paid at the starting rate in the higher classification for the period worked. If the starting rate for the higher classification is lower than the employee's regular rate, the starting rate in the higher classification shall be established at 5% above the employee's current rate in their regular classification.
 - B. If the performance of an employee assigned to a higher classification on a temporary basis is deemed by the employee's supervisor to be unsatisfactory, the employee will be returned to his/her regular position without prejudice.
 - C. When an employee is temporarily assigned to either a higher classification, or a supervisory position, the employee's regular position will not be permanently filled pending either the employee's return to the regular position, or promotion of the employee to permanently fill the higher or supervisory position.
- 15.2 If an employee is temporarily assigned to a lower classification, the employee's wages will not be lowered except when Article 20.2 is invoked. In this situation, an employee who is "bumped" to a position in a lower classification will have their wages reduced to the appropriate rate for the lower classification.
- 15.3 Laborers' Local # 678 recognizes the responsibility of the Housing Authority to establish pay rates for maintenance workers in accordance with determinations made by the Department of Housing and Urban Development in accordance with Section 16 (2) of the United States Housing Act of 1937, as amended, and Section 211 of Part 2, of the Annual Contributions Contract between the Authority and the Department of Housing and Urban Development.

ARTICLE 16

HEALTH AND WELFARE

- 16.1 During the term of this Agreement, all full-time bargaining unit members who participate in the group individual health, dental and vision plans, agree to pay 20% of the premiums per pay period. HACC agrees to pay the remaining 80%.
- 16.2 Any bargaining unit member, hired after January 1, 2014, who elects to participate in the group insurance dependent coverage option will pay 20% of the cost of the premium.
- 16.3 During the term of this Agreement, HACC shall maintain short term and long term disability insurance policies on all bargaining unit members.
- 16.4 During the term of this Agreement, all full time bargaining unit members will contribute \$2.99 per pay period, towards a \$35,000 Life/AD&D Insurance Policy.
- 16.5 Any anticipated changed in the HACC group insurance contributions must be communicated within reasonable time to LIUNA prior to implementation.

ARTICLE 17

RETIREMENT

- 17.1 Effective March 1, 2016, all permanent and part and full time employees are members of the Florida Retirement System. All employee and employer required contributions are regulated by the State of Florida.
- 17.2 In the event of an employee's death, the beneficiary or estate shall receive any accrued overtime, personal time off (PTO) or terminal leave benefits to which such employee would have been entitled.
- 17.3 Any anticipated change in current pension plan or plan administrator must be communicated within a reasonable time to the Union prior to implementation.

ARTICLE 18

SAFETY

- 18.1 The Public Employer and the Union will cooperate in the continuing objective of maintaining a safe environment and eliminating accidents and health hazards. The Public Employer and members of the Union have a shared responsibility to monitor the workplace and identify and eliminate unsafe conditions.
- 18.2 Common public protective devices, wearing apparel, and other equipment which the Authority, in its discretion and in compliance with Federal, State, and local requirements, believes are necessary to protect employees from injury shall be provided by the Public Employer and utilized by the employees.
- 18.3 The Public Employer shall sponsor a Safety Committee who will work in concert with the Authority's Safety Council toward the overall goal of maintaining a safe workplace. The Public Employer's authority to designate membership on the Committee shall be restricted to the provisions prescribed by law. The Committee will hold regular meetings and shall have the authority to make recommendations for correction of violations, unsafe practices, or hazards through the Public Employer's Safety Officer to the Chief Executive Officer. The specific dates and times for these meetings will be determined by the Chairman of the Safety Committee; however, every attempt will be made to hold meetings on a regular recurring day and time. All members of the Committee will be allowed to attend the meetings and this time will be treated as time worked. Any employee may submit a written safety suggestion or problem for review.

ARTICLE 19

WORKERS COMPENSATION COVERAGE

- 19.1 Employees covered by this Agreement who sustain work-related injury or illness shall be eligible for compensation and medical treatment as outlined under the State of Florida's Worker's Compensation Law. If it is determined by the appropriate safety officials of the organization that the employee's injury was the result of the employee's negligence or violation(s) of established safety procedures, the employer will review the employee's actions, behavior, and conduct resulting in the injury to determine if the provisions of Rule 9.3 apply.

ARTICLE 20

SENIORITY/LAYOFFS

- 20.1 A seniority list of all employees covered by this Agreement showing name, position, and date of entering service will be prominently posted on appropriate bulletin boards accessible to all employees affected. The Authority will post and revise this roster semi-annually. The roster will be open to protest and correction for a period of thirty (30) days, upon proof of error, presented by an employee or his/her representative, such error shall be corrected.
- 20.2 Layoff: The Public Employer agrees that, in the event it becomes necessary to reduce the number of job positions, that all other reasonable options will be exhausted prior to any proposed layoff. These options may include voluntary early retirement of any eligible employee electing to do so. In the event that a layoff becomes necessary, all layoffs shall follow the procedures outlined below:
- A. No permanent employee covered by this Agreement shall be laid off until all temporary, part time and probationary employees shall have been laid off.
 - B. If layoff of permanent employees shall become necessary seniority will be used as a factor where qualifications and work record are equal.
 - C. All employees affected by the layoff procedures shall have the right to take a demotion to any position held by a less qualified employee with less seniority.
- 20.3 If more than one (1) employee within a classification is subject to the above provisions, the most qualified senior laid-off employee shall be offered the position. If there is more than one (1) position subject to this procedure, said positions shall continue to be offered to the most qualified senior laid-off employee until all positions are filled.
- 20.4 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 not to exceed one (1) year.
 - B. The most qualified senior laid off employee shall be offered recall to a job in the employee's classification until the authority's staffing requirements are met.
 - C. Notification of recall shall be sent by certified mail to a laid off employee at the last known address to the Authority.

- D. After notification is received by the laid off employee, the employee must report to the Authority's Administrative Services Department within five (5) working days or the employee shall forfeit all rights to be recalled by the Authority.
- 20.5 Employees who are laid off shall receive ten (10) working days notice or, at the option of the Authority, payment in lieu of notice.
- 20.6 If it becomes necessary for the Authority to eliminate a position or reduce the number of employees, severance pay will be granted as follows:
- | <u>Years of Service</u> | <u>Amount of Severance Pay</u> |
|-------------------------|--------------------------------|
| 6 months - 3 years | 1 week |
| 4 - 6 years | 2 weeks |
| 7 - 9 years | 3 weeks |
| 10 or more years | 4 weeks |
- 20.7 Employees who lose employment due to a reduction in force will be paid out their personal time off (PTO) balance, not to exceed 480 hours. An employee who is laid off and has five (5) or more years of service as of the date of the proposed lay off shall be entitled to Sick leave payment equal to twenty percent (20%) of that accrued, not to exceed 240 hours.

ARTICLE 21

BULLETIN BOARDS

21.1 The Union may be provided partial use of a bulletin board in a suitable location designated by the Public Employer.

21.2 The Union agrees that it shall use space on bulletin boards provided, only for the following purposes:

1. Notices of Union Meetings
2. Union Elections
3. Reports of Union Committees
4. Recreational and Social Affairs of the Union
5. Notice by Public Bodies
6. Any fringe benefits proposed by Union.

ARTICLE 22

DRUG-FREE WORKPLACE

22.1 PURPOSE

A. As part of a commitment to safeguard the health of all employees, to provide a safe place for employees to work, and to promote a drug-free community, both parties to this Agreement acknowledge the importance of establishing and maintaining a drug free workplace. This comprehensive policy has been established in compliance with all Federal, State, and local statutes, legislation and regulations related to drug use. These include the Federal Drug Free Work Place Act of 1988, the Comprehensive Economic Development Act of 1990 (F.S. 440), and the rules established by the State of Florida, Department of Labor and Employment Security, Division of Workers' Compensation, Rules for Workers' Compensation Drug Testing, Rule 38F-9.001 to 38F-9.013, State of Florida, Department of Health and Rehabilitative Services, Drug Free Workplace Standards, Rule 10E-18 and Department of Transportation.

B. Substance abuse, while at work or otherwise, seriously endangers the safety of employees, as well as the general public, and creates a variety of workplace problems including increased injuries on the job, increased absenteeism, increased health care and benefit costs, increased theft, increased potential for violence in the workplace, decreased morale, decreased productivity, and a decline in the quality of products and services provided. This policy is set up pursuant to the Drug-free workplace program under Florida Statutes 440.101.102 and the rules established by the State of Florida, Department of Labor and Employment Security, Division of Workers' Compensation, Rules for Workers' Compensation Drug Testing, Rule 38F-9.001 to 38F-9.013, State of Florida, Department of Health and Rehabilitative Services, Drug Free Workplace Standards, Rule 10E-18.

C. The provisions of the Florida Workers' Compensation Act that pertains to establishing a Drug-Free Workplace Program provides that an employee who is injured in the course and scope of his/her employment and test positive on a drug or alcohol test, forfeits his eligibility for medical and indemnity benefits. It is the Authority's policy that any employee who refused to take a drug or alcohol tests will forfeit his/her eligibility for medical and indemnity benefits under Florida's Workers' Compensation and result in their automatic termination of employment.

22.2 SCOPE

All employees are covered by this policy and as a condition of employment, are required to abide by the terms of this policy. Because of state and federal laws and regulations, certain employees may be subject to additional requirements.

Detailed information on HACC's Drug-Free Workplace Policy is provided in HACC's Personnel Policy Manual

ARTICLE 23

JURY AND COURT LEAVE

- 23.1 An employee who is called for jury duty shall be granted leave with pay upon presentation of a summons or subpoena. All fees received for jury duty may be retained by the employee; however, the employee shall not be eligible for reimbursement for any meals, lodging, travel or other additional expenses incurred while serving as a juror.
- 23.2 An employee who is summoned to appear as a witness on behalf of any town, city, county, state or the Federal government shall be granted leave with pay. Any witness fees received for services performed in the line of duty, while employee is on full pay status, shall be turned over to the Public Employer. However, if the witness fee exceeds the employee's daily pay, the employee may elect to accept the witness fee and forfeit his/her leave pay.
- 23.3 An employee subpoenaed as a witness or defendant in behalf of the Authority shall be considered to be on duty and be entitled to be paid per diem and/or travel expenses in accordance with the provisions of the Public Employer's Travel Policy.
- 23.4 Whenever applicable, the following will apply to the administrative leave taken under rule 23.1, 23.2, and 23.3 above:
- A. If a required court appearance interrupts the employee's normal sleep period, the supervisor may grant the employee administrative leave equal to the loss but not exceed eight (8) hours. Any such leave must be taken immediately after the employee is released by the court.
 - B. Employees required to attend court while on scheduled annual leave may be allowed to substitute administrative leave for that court time upon presentation of required documentation.
 - C. In the event a holiday occurs during a required court appearance, administrative leave shall be charged and the employee granted a substitute holiday at the earliest possible date. If a substitute holiday cannot be granted, the employee shall receive holiday pay in addition to administrative leave pay.
- 23.5 An employee who appears in court as a witness, plaintiff, or defendant due to litigation not covered by 23.1, 23.2 or 23.3 or criminal charges shall be required to use personal time off (PTO) or leave without pay for any such absence from work.
- 23.6 Employees who attend court for only a portion of a regularly scheduled work day are expected to report to their supervisor after being excused or released by the court.

ARTICLE 24

WORK UNIFORMS

- 24.1 The Authority shall provide uniforms for all maintenance employees with no cost to the employees. It shall be mandatory that uniforms be worn during working hours. Management employees within the bargaining unit are not required to wear uniforms. The Authority will assume all costs of cleaning said uniforms.

ARTICLE 25

EQUALIZATION OF PAYCHECKS

- 25.1 If payday falls on a holiday, checks or direct deposit will be issued the day before. Deductions will be computed so the employee will receive relatively equal amounts on each payday, excluding overtime.

ARTICLE 26

INTRODUCTORY/PROBATIONARY PERIOD

- 26.1 The Authority will require an initial six (6) month introductory/probationary period for all newly hired employees in all departments. The introductory/probationary employee will evaluate the suitability and compatibility of the employee. The employee will be evaluated during the course of the introductory/probationary period and a formal evaluation will be rendered at the end of this period.
- 26.2 A satisfactory rating at the end of the introductory/probationary period will change the employee's status from probationary to regular full-time with the Authority. An unfavorable rating will make the probationary employee subject to further review, or possible discharge.
- 26.3 If the supervisor requires additional time to evaluate the work performance of an introductory/probationary period employee, the extension shall be limited to a maximum of thirty (30) days beyond the originally scheduled completion date. At the end of the extension period if the employee continues to receive an unsatisfactory performance evaluation, the employee will be terminated.

ARTICLE 27

SENIORITY

- 27.1 Authority Seniority - Authority seniority is defined as the length of employment with HACC. Such seniority shall be acquired by a full time employee after completion of the introductory/probationary period, at which time seniority shall be retroactive to the first day of employment. Authority seniority shall apply to (but not restricted to) accrual of benefits, promotional vacancies and layoffs.
- 27.2 Accumulation of seniority shall occur during absence due to illness, injury, personal time off or other authorized leave.
- 27.3 Seniority shall be broken when an employee:
- A. Terminates employment from HACC.
 - B. Is discharged for a just cause
 - C. Exceeds an authorized leave of absence; and/or
 - D. Is found guilty of intentional misconduct or unlawful activities away from the work place which result in the employee's absence from work.

ARTICLE 28

PREVAILING RIGHTS

- 28.1 It is the intent of the Public Employer that management, supervisory employees, and/or any other persons shall not be assigned to displace employees of the bargaining unit.
- 28.2 It is agreed by the parties that Management and/or supervisory employees may perform bargaining unit work for purposes of instruction and in emergency situations only.
- 28.3 The Public Employer agrees not to permanently contract or subcontract to any firm, company, organization, business, or person work currently performed by Authority employees in the bargaining unit for the sole purpose of reducing normal working hours or eliminating existing positions.
- 28.4 The above provisions may be waived in order to comply with Federal or State statutory mandate.

ARTICLE 29

PROMOTIONAL VACANCIES

- 29.1 Notice of promotional vacancies covered by this Agreement which are designated to be filled, will be posted by the Authority for a period of five (5) working days on appropriate bulletin boards. Except as provided for below, this posting will occur no more than ten (10) working days after the position becomes vacant; the posting will state the rate of pay for the position. (EXCEPTION) If the Authority chooses not to fill a vacancy immediately, a letter shall be posted notifying the employees of the anticipated date of filling the vacancy and must send a letter to the union with an explanation and estimated time of vacancy.
- 29.2 Any regular full-time employee of the Authority may apply to fill the vacancy. Individuals interested in being considered to fill the vacancy should apply by letter, through their Department Head to the Administrative Services Department by the closing date listed in the posting. Consideration of applicants will be to Authority employees in a laid off status, current employees, and all qualified applicants.
- 29.3 The review of candidates to fill the vacancy will be based upon standards and criteria detailed in the position description, the competencies and skills required by the job, and the principles of equal opportunity employment. The person selected will be the qualified person, who in the opinion of the supervisor or Department Head, best matches the requirements of the position. This determination will be made without regard to race, color, religion, national origin, sex, age, or marital status.
- 29.4 When, in the opinion of the hiring supervisor, qualifications are equal among current Authority employees applying to fill a vacancy, seniority shall be the determining factor.
- 29.5 Any regular full-time employee who is promoted to fill a vacancy, and during the introductory/probationary period, is determined to be unsuitable or unable to satisfactorily perform the duties of the higher position, shall be returned to the position and status held immediately prior to the promotion if the position is vacant. If the position is not vacant, the employee may be transferred to a vacant position of equal or lesser job classification subject to the approval of the Department Head, in lieu of dismissal or termination.

ARTICLE 30

TIME OFF FOR VOTING

- 30.1 During primary or general elections, at the discretion of the supervisor, employees shall be granted sufficient time for the purpose of voting. This time will be only granted to registered and eligible voters and will be without loss of pay, not to exceed one (1) hour.

ARTICLE 31

EMPLOYEE EVALUATIONS

31.1 – Purpose:

The purpose of the HACC performance evaluation program is to provide a consistent practice of establishing written goals and evaluating the performance of bargaining unit members. It is needed to help monitor bargaining unit member's achievements, to review and recommend areas of needed improvement and to establish time frames to achieve recommended improvements. It is also designed to facilitate communication between supervisors and bargaining unit members about the member's job duties and establish framework for open and constructive feedback. It is also needed to assist departments and HACC in meeting their goals.

31.2 - Policy:

Employee performance evaluations will be conducted on all bargaining unit members at the end of their six (6) month introductory / probationary period of employment and then at least annually on their anniversary date. The performance evaluation consists of evaluating previously agreed upon goals and objectives. Supervisors will also use the performance evaluation process to help determine compensation, employee development and promotion.

If at any time during an evaluation period, an employee is performing unsatisfactorily, the employee will receive written documentation of their work performance from their Supervisor, at the time of the incident, giving appropriate time for the bargaining unit member to improve.

Under no circumstances shall supervisors use the performance evaluation as a substitute for disciplinary action.

Introductory / Probationary Period

Employees serving an introductory / probationary period following original date of hire, reinstatement, promotion or demotion shall receive a performance evaluation at the end of the six (6) month introductory / probationary period.

HACC may extend the probationary period for up to thirty (30) days beyond the classification date in order to allow the bargaining unit member's the opportunity to correct deficiencies in their performance.

When a bargaining unit member is promoted to a higher level position, bargaining unit members will receive a 30-day probationary period. If they are incapable of performing the duties, or the bargaining unit member simply chooses that this promotion is not a good fit for them, will be returned to the position from which the transfer took place.

31.3 – Procedure:

Performance evaluations for each bargaining unit member shall be submitted once each year using a HACC Performance Evaluation Form.

1. Supervisor creates a draft performance evaluation on the bargaining unit member and submits to the Administrative Services Director and Executive Director for initial review.
2. Bargaining unit members receive a blank performance evaluation form to complete a self-evaluation on their work performance
3. Neither the supervisor nor the bargaining unit member share their respective evaluation forms with each other until the day of, or the day before the sit down meeting, at which time they swap evaluations.
4. The supervisor and bargaining unit member sit down and discuss what they think about each other's evaluations. Sometimes the discussion may warrant continuation to the next day. At the time of the performance evaluation meeting, the bargaining unit member's specific job duties, job description and performance shall be reviewed by both the bargaining unit member and the supervisor to discuss patterns of performance for the past year, goals and expectations and/or recommended plans for improvement for the upcoming year. Each bargaining unit member has the right to add written comments regarding the performance evaluation, either on their self-evaluation form, or on the supervisor's performance evaluation form.
5. The supervisor can then make the final edits based upon discussion with the bargaining unit member.
6. The performance evaluation is submitted for final review to the Administrative Services Director and Executive Director prior to submittal to bargaining unit member for signature.
7. The final performance evaluation is given to the bargaining unit member for signature. The bargaining unit member's signature on the performance evaluation form signifies the performance evaluation has been reviewed with the bargaining unit member, but does not signify that the bargaining unit member agrees with the evaluation.
8. The employee's self-evaluation, along with the supervisors executed performance evaluation is given to the Administrative Services Director for filing in the bargaining unit member's official personnel file.

ARTICLE 33

DURATION AND TERMINATION

This Agreement shall become effective at 12:01 a.m. on July 1, 2017 and shall remain in full force and effect until midnight on June 30, 2020, with (1) Article 14 opener for Fiscal Year 2019 (July 1, 2018 through June 30, 2019) and (1) Article 14 opener for Fiscal Year 2020 (July 1, 2019 through June 30, 2020), at which time the Agreement shall automatically and in all respects terminate. If either party desires to extend said Agreement beyond its termination date, written notice must be given by either party to the other at least sixty (60) days and not more than ninety (90) days prior to the above referenced date of termination. Any extension must be agreed to by both parties and in writing. Failure to give written notice as expressly hereinabove provided shall have the effect of terminating this/her Agreement according to its terms.

Board of Commissioners
of the Housing
Authority of the City
of Cocoa, Florida

LIUNA, Public Employees'
Local 678

Business Representative

Joe Robinson, Chairman

Benjamin Basora

Jesse Hanks/Chief Steward
