

## **PREAMBLE**

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, between the GAINESVILLE HOUSING AUTHORITY, the public employer, hereinafter referred to as the "AUTHORITY," and the COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, hereinafter referred to as the "UNION."

WITNESSETH:

WHEREAS, the Authority is engaged in furnishing essential public service which vitally affects the health, safety, comfort, and general well-being of the public; and

WHEREAS, all parties hereto recognize the need for continuous and reliable service to the public; it is mutually agreed the Authority's obligation to provide efficient responsive service to the citizens of the City of Gainesville should not be obstructed by disputes between it and its employees; and

WHEREAS, all parties hereto agree that a basic intent of this Agreement is to provide a fair day's work in return for a fair day's pay;

NOW, THEREFORE, for and in consideration of the premises herein contained, it is mutually agreed that:

## **ARTICLE I**

### **PURPOSE AND INTENT**

**1.1** The following Agreement between the Authority and the Union is recorded in written form to meet the requirements set forth in Chapter 447 of the State Statutes, specifically Section 447.203(14), which requires the execution of a written contract with respect to agreements reached.

- 1.2** This Agreement is designed to provide for a fair and equitable procedure for the resolution of contractual differences in accordance with the grievance procedure specified herein.
- 1.3** It is the intent and purpose of this Agreement to set forth herein basic and full agreement between the parties concerning specified terms and conditions of employment consistent with the availability of funds. All employees covered by this Agreement are also subject to the human resources policies, as may be revised from time to time, except where a specific provision expressly conflicts with this Agreement.
- 1.4** For any Authority employee whose position is covered by a collective bargaining agreement (CBA), the CBA will prevail over any directly conflicting language in the Authority's Personnel Manual.

## **ARTICLE 2**

### **UNION RECOGNITION**

- 2.1** The Authority recognizes the Union as the collective bargaining agent of all probationary, permanent full-time, and permanent part-time employees of the Authority within the classifications listed in Exhibit I attached hereto except:
  - 1. Temporary employees.
  - 2. Managerial and confidential employees.
  - 3. Maintenance foreman.
- 2.2** The Union recognizes the Board of Commissioners or designated representatives as the sole representatives of the Authority for the purpose of collective bargaining. The administration of the contract shall be between the Union and the designated representatives of the Authority. There shall be no

individual arrangements or agreements made covering any part or all of this Agreement contrary to the terms herein provided.

- 2.3** It is further understood and agreed that the President of Local No. 3170 or his/her designated representative shall be the official spokesperson for said local union in any matter between the local union and the Authority.
- 2.4** All new employees shall be considered probationary employees for six (6) months. Any employee who is promoted to a higher classification shall be on probation in that classification for a period of six (6) months from the date of promotion.
- 2.5** Nothing herein shall prevent managerial or excluded supervisory employees from doing work normally done by bargaining unit employees provided that such work by managerial or supervisory employees shall not result in the layoff of bargaining unit employees; or as a means of reducing overtime.

### **ARTICLE 3**

#### **UNION SECURITY AND CHECK OFF**

- 3.1** Any and all employees who are eligible for inclusion in the bargaining unit shall have the right to join or not join the Union as they individually prefer. It is agreed that there shall be no discrimination for or against any employee because of his/her membership in said organization and, likewise, no employee shall be discriminated against for non-membership in the Union and neither the Union nor any employee shall attempt to coerce an employee into joining or continuing in said organization or interfere with an employee in any way because of failure or refusal on the employee's part to join said organization.
- 3.2** Within thirty (30) days from the effective date of this Agreement and upon receipt of a stipulated, lawfully executed, written authorization from an December 1, 2021thru December 31, 2024employee covered by this

Agreement, the Authority agrees to deduct on a bi-weekly basis dues as certified to the Authority by the Secretary-Treasurer of the Communications Workers of America and to remit the appropriate deductions so authorized together with an itemized statement to the Secretary-Treasurer. Dues deduction authorizations submitted after the above date will be submitted within thirty (30) days from the date of the deduction on a monthly basis. Changes in Union membership dues will be similarly certified to the Authority in writing and shall be done at least thirty (30) days prior to the effective date of such change. This dues authorization may be revoked by the employee upon thirty (30) days written notice to the Authority and to the Union.

- 3.3** 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.
- 3.4** The Union agrees to indemnify, defend and hold the Authority harmless against any and all claims, suits, orders, or judgments brought or issued against the Authority as a result of any action taken or not taken by the Authority under the provisions of this Article.
- 3.5** It is understood and agreed that the Authority will furnish the Union a list of employees who are eligible for membership to the Union. This list will be furnished on or about April 1st of each year or upon request within a reasonable amount of time.

## **ARTICLE 4**

### **RESERVED RIGHTS**

- 4.1** Except as otherwise provided herein, the Union agrees that the Authority has and will continue to retain, whether exercised or not, the right unilaterally to determine the purpose of its departments, set standards for and levels of services to be offered to the public, and to exercise control and discretion over its organization and operations. It is the Authority's right to direct its employees, take disciplinary actions for just cause and relieve employees, in whole or in part, from duty because of lack of work or for other legitimate reasons. In addition, and without limiting the generality of the foregoing, and without limiting other rights of the Authority set forth in this Agreement, the Authority reserves and retains the right unilaterally to: hire, promote, transfer, furlough, classify and reclassify employees and positions, schedule and assign employees; adopt, alter, amend, and enforce rules and policies including reasonable, lawful policies relating to drugs, alcohol; assign employees to shifts, adjust shifts, devise and implement the method of compliance with the Fair Labor Standards Act; locate, relocate, open and abandon public housing facilities and offices; assign and reassign employees to various facilities; determine what new equipment of any kind to procure, by lease, purchase or otherwise; declare equipment as obsolete; set the level of charges to the public and the method of their use and other receipts including the allocation of them among departments; and to otherwise maintain or improve the efficiency and cost effectiveness of the Authority's operations, including the right to contract for and subcontract, now or in the future.
- 4.2** The Authority shall provide a monthly list of those individuals or organizations retained by the Authority on contract or on a temporary basis to perform work normally performed by Authority employees.

## **ARTICLE 5**

### **UNION STEWARDS & UNION ACTIVITY**

- 5.1** The Union shall have the right to select employees from those covered by this Agreement to act as Union Stewards. A written list of the Union Stewards shall be furnished to the Authority prior to the effective date of their assuming office. The Union shall notify the Chief Executive Officer promptly of any change(s) of such Union Stewards.
- 5.2** The CWA Representative may, with proper authorization from the Chief Executive Officer, which will not be unreasonably withheld, be admitted to the property of the Authority. The Representative, as designated above, shall be able to talk with employees before or after regular working hours or during lunch hours of said employees on Authority property in areas designated by the Authority.
- 5.3** Union Stewards and Officers (except for the Union President) must be employees in the bargaining unit who have satisfactorily completed their probationary period.
- 5.4** The Union recognizes that Union Stewards and Officers are not entitled to any special benefits or treatment because of their role as a Steward or Officer, nor shall Stewards and Officers be discriminated against for the proper and legitimate Union activity in which they engage.
- 5.5** While on medical leave of absence without pay, while on sick leave, or while receiving workers' compensation payments, employees shall not function as Union Officers or Stewards.
- 5.6** The investigation of grievances shall be conducted by employees and/or Union Stewards or a Union Officer during non-working hours. One Union Steward or a Union Officer and/or the grievant, when meeting with the Authority for grievance

meetings shall suffer no loss of pay. Union Stewards or a Union Officer, in order to effectively represent an employee who has filed a grievance, may review, request and receive a copy of pages/documents from the employee's Personnel Record during work time with no loss of pay. Such Union Steward or Union Officer shall have written proof of authorization from the employee who is being represented. In addition, the Union Steward shall request authorization from his/her Supervisor prior to being absent from duties in order to conduct grievance business during working hours.

- 5.7** Union Stewards shall not exceed three (3) in number.
- 5.8** Solicitation of any and all kinds by the Union, including but not limited to the solicitation of membership, grievances and the collection of Union monies, shall not be engaged in during working hours.
- 5.9** The Union shall not distribute literature during working time in areas where the actual work of employees is performed. This section shall not be construed to prohibit the distribution of literature during the employees' lunch and break time in such areas not exclusively devoted to the performance of the employees' official duties.
- 5.10** The Union shall not distribute on Authority property any materials that reflect the integrity or motives of any individual, agency, or activity of the Authority Board of Commissioners or other labor organizations. This shall not restrict the Union from having the same privilege as any citizen.
- 5.11** The Authority will take all reasonable steps to ensure that Union Stewards have access to appropriate records during non-working time of the Union Stewards.
- 5.12** Meetings under the grievance procedure between Authority representatives and employees, stewards, and/or Union representatives may be held on working time.

- 5.13** It is understood and agreed upon that the Union and The Housing Authority shall have regularly scheduled labor relations meetings on a quarterly basis to explore and address items of mutual interest.

## **ARTICLE 6**

### **NO STRIKE**

#### **Section 1 - OBLIGATION**

Neither the Union nor any of its officers or agents nor members covered by this Agreement, nor any other employees covered by this Agreement, will instigate, promote, sponsor or engage in a strike, slowdown, picketing, or any prohibited activities as defined in Section 447.203(6), Florida Statutes.

#### **Section 2 - UNION RESPONSE TO STRIKE**

In the event of a strike, picketing, work stoppage or interference with the operation of the Authority, the Union President, after determining that such individuals are members, will order such members to return to work.

#### **Section 3 - PENALTY**

Any or all employees who violate any provision of Section 447.203(6), Florida Statutes, or of this Article will be subject to disciplinary action up to and including discharge, and any such disciplinary action by the Authority shall not be subject to the Grievance and Arbitration Procedure described in Article VII of this Agreement.



## **ARTICLE 7**

### **GRIEVANCE AND ARBITRATION PROCEDURE**

This grievance procedure has been established pursuant to Florida Statute 447.401.

It is the policy of the Authority and the Union to encourage informal discussions between supervisors and employees regarding employee complaints. Such discussions should be held with a view of reaching an understanding which will resolve the matter in a manner satisfactory to the employee without recourse to the formal grievance procedure described in this Article. The supervisor shall notify the employee of a decision within one (1) working day following the informal discussion.

#### **Section 1 - DEFINITIONS:**

As used in this Article:

- A. "Grievance" shall mean a dispute involving the intent and/or application of the specific articles of this Agreement and any disciplinary action when a question of just cause exists, except as exclusions from the grievance procedure are noted in this Agreement.
- B. "Employee" shall mean an individual employee or a group of employees having the same grievance. In the case of a group of employees, one employee and/or the Union representative shall be designated by the group to act as spokesperson and to be responsible for initiating the grievance.
- C. "Days" shall mean Monday through Friday, excluding Saturdays and Sundays and any day observed as a holiday pursuant to this Agreement. If the due date for a grievance to be timely filed falls on a Saturday, Sunday or holiday under this Agreement, then the due date is the next

work day that falls on Monday through Friday. December 1, 2021 thru December 31, 2024

## **Section 2 - GENERAL**

- A. The filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay, or interfere with the right of the Authority to take the action complained of.
- B. Resolution of a grievance by any manner except issuance of a decision by an arbitrator shall not establish a precedent binding on either the Authority or the Union.
- C. There shall be no reprisals against any of the participants in the procedures contained herein because of such participation.
- D. A grievance not submitted within the time limits as prescribed shall be considered untimely as if it were withdrawn. A grievance not appealed to the next step within the time frames established in this Article shall be deemed to have been withdrawn on the basis of the last answer provided by the Authority. The fact that a grievance is not answered by the Authority within the time frames established in this Article, shall entitle the employee to advance the grievance to the next step.
- E. All grievances involving a discharge or suspension may be commenced at Step Two within seven (7) days of the discharge or suspension.
- F. An employee shall be entitled to Union representation in accordance with the provisions of this Agreement at each and every step of this grievance procedure.

## **Section 3 - PROCEDURES**

Grievances shall be presented and adjusted in the following manner:

**A. Step One**

1. If the grievance is not resolved by an informal discussion, the employee may, within seven (7) days of the act or omission which is the basis of the grievance, submit a formal grievance in writing.
2. In filing a grievance at Step One the employee and steward or a Union representative shall submit to the employee's Department Head a complete statement of the grievance, including the date, details and facts of the act or omission upon which the grievance is based, the article of this Agreement alleged to have been violated and the remedy requested by the employee and the signature of the employee and the Union steward and/or Union representative and the date thereof.
3. Within five (5) days of receipt of the grievance the Department Head shall meet with the grievant and the steward or Union representative to hear the grievance.
4. The Department Head shall communicate a decision in writing to the grievant and the Union representative within five (5) days following the date of the meeting.

**B. Step Two**

1. If a grievance is not resolved at Step One, the grievant or the steward and/or the Union representative, if applicable, may submit it in writing to the Chief Executive Officer within five (5) days of receipt of the decision at Step One. The grievance shall include all written documents not included at Step One. No issues not presented at Step One may be added.

2. Within five (5) days of receipt of the Step Two grievance a meeting may be held at the request of the Chief Executive Officer or the Union. The Chief Executive Officer shall respond in writing to the grievance within five (5) days of any meeting or within seven (7) days of the receipt of the grievance if no meeting were held.
3. The time limits at any stage of the grievance procedure may be extended by the mutual written agreement of the parties involved.

**C. Arbitration**

1. If the grievance is not settled in accordance with the foregoing procedure, the Union may request arbitration by serving written notice of intent to appeal with the Chief Executive Officer within twenty (20) days after receipt of the Authority's response in Step Two. If the grievance is not appealed to arbitration within said twenty (20) days, the Authority's Step Two answer shall be final and binding.
2. Within fifteen (15) days after receipt of the appeal to arbitration the parties shall jointly request the Federal Mediation and Conciliation Service (FMCS), the sole function of that body being to assist in the selection of the arbitrator, to furnish a panel of seven (7) impartial arbitrators. Both the Authority and the Union shall have the right to strike three (3) names from the panel. Within five (5) days after receipt of the list, the parties shall meet and alternately cross out names on the list. Lot chance shall determine who shall cross out first. The remaining person shall be the arbitrator. The arbitrator shall be notified of his/her selection within five (5) days by a joint letter from the Authority and the Union requesting that

he/she set a time and place, subject to the availability of the Authority and the Union representatives.

3. The arbitration shall be conducted under the rules set forth in this Agreement, not under the Rules of the FMCS. The arbitrator shall have no authority to modify, amend, ignore, add to, subtract from or otherwise alter or supplement this Agreement or any part thereof or any amendment thereto. The arbitrator shall consider and decide only the specific issue(s) submitted to him/her in writing by the Authority and the Union and shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to the arbitration, which is not a grievance as defined in Section 7.1, or contrary to or inconsistent with, adding to, subtracting from, or modify, altering or ignoring in any way, the terms of this Agreement or of applicable law or rules or regulations having the effect of law including regulations of the Department of Housing and Urban Development of the United States. The arbitrator may not issue declaratory or advisory opinions and shall be confined exclusively to the question which is presented to him/her, which question must be actual and existing. The arbitrator shall submit in writing his/her decision within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, provided that the parties may mutually agree in writing to extend said limitation. Consistent with this section, the decision of the arbitrator shall be final and binding.
4. The expense of the arbitration, including the compensation expenses of the arbitrator, shall be shared equally by the Authority and the Union.

5. Each party shall be responsible for the expense or expenses of a witness or witnesses it calls.
6. The cost of any transcript shall be borne solely by the party requesting it unless otherwise mutually agreed upon.

## **ARTICLE 8**

### **NON-DISCRIMINATION**

- 8.1 Employees of the Authority shall have the right to form, join, and participate in, or to refrain from forming, joining or participating in any employee organization of their own choosing. No employee shall be intimidated, restrained, coerced or discriminated against either by the Authority or the Union because of the exercise of these rights.
- 8.2 The Authority and the Union shall apply the provisions of this Agreement equally to all employees without discrimination because of age, sex, race, color, religion, national origin, political affiliation, handicap, marital status, or membership or non-membership in the Union as required by applicable federal or state law. Any grievances concerning this paragraph shall be handled in the grievance procedure only to the last step before arbitration and shall not be processed through arbitration.

## **ARTICLE 9**

### **DISCHARGE AND DISCIPLINE**

- 9.1 A permanent employee may be disciplined or discharged only for just cause. It is understood by the parties that employees are subject to all Rules and Regulations of the Authority.

- 9.2** Any official written reprimand shall be furnished to the employee outlining the reason for the reprimand. The employee will be requested **to sign** the statement; however, such signature does not necessarily imply agreement. The employee shall have the opportunity to respond to the reprimand in writing. The Authority shall only reprimand an employee in a private manner so as to avoid embarrassing the employee.
- 9.3** Employees in the probationary period following their hire shall not have access to the Grievance and Arbitration procedure herein.
- 9.4** In imposing disciplinary measures the Department Head will not take into consideration prior infractions of the same rule which occur more than eighteen (18) months previously, except in discharge cases in which the overall disciplinary record of the employee may be taken into consideration.
- 9.5** Employees terminated due to acts involving theft or other dishonesty shall receive no accrued vacation pay upon termination.

## ARTICLE 10

### VACATIONS

#### 10.1 ELIGIBILITY AND RATE OF EARNING

- A. Each regular full-time employee will earn annual leave (vacation) with pay

on the following schedule. Employees must be in a paid status to earn accruals.

<b>Years of Continuous, Full-Time Service</b>	<b>Hours of Vacation Leave Earned Per Month</b>	<b>Annual Accrued Leave Hours</b>
Up to ten (10) years	8	96
More than ten (10), less than twenty (20) years	10	120
Twenty (20) or more years	13.33	159.96

- B. Annual leave is accrued on a monthly basis.
- C. Employees will accrue vacation leave on a monthly basis in proportion to the time they are on active pay status each month. New employees who begin working before the fifteenth of a month will be considered to have been employed the entire month. Employees hired after the fifteenth of a month shall be considered to have been hired on the fifteenth of the month.
- D. Part-time employees accrue annual leave on a prorated basis.
- E. Employees with less than 180 days of consecutive, full-time service may not take annual leave nor shall such leave be paid upon termination unless the employee had 180 or more days of consecutive full-time service at the time of separation.



## **10.2 CHARGING LEAVE**

- A. Except as provided in Section 10.2D, annual leave will be charged in four (4) hour minimum increments with whole hour increments.
- B. Holidays which occur during the period selected by the employee for annual leave shall be charged against holiday leave and not to annual leave.
- C. For purposes of determining overtime payments, vacation hours shall not be counted as time worked.
- D. Subject to the needs of the Authority, all employees covered by this Agreement shall have two (2) opportunities per year to take annual leave in an increment of less than four (4) hours and without needing the two-week advance notice provision contained in Section 10.3A. Requests to utilize this exception must be made in person to the Department Head and shall be granted when the absence of the employee does not impede the efficiency of the Authority's operations. The decision to deny annual leave under this section shall not be arbitrable.

## **10.3 REQUEST FOR ANNUAL LEAVE**

- A. Annual leave may be taken only after approval by the Department Head and with at least two (2) weeks advance notice, except as described in Section 10.2D. Department Heads will arrange vacation schedules and re-allocated duties on such a basis as to cause minimum interference with the normal functions and operations of the Department. In an emergency situation, or as described in Section 10.2D, the two (2) week advance notice can be waived by the Department Head on a case by case basis.

B. Earned annual leave can be accrued as follows:

<u>LENGTH OF SERVICE</u>	<u>ACCRUED LIMIT HOURS</u>
1 - 10 years	192 hours
10 - 20 years +	240 hours

#### **10.4 UNUSED ANNUAL LEAVE**

Upon termination and except as otherwise provided herein, employees with at least 180 days of consecutive, full-time service will be paid for all unused annual leave earned and accrued in accordance with the above limits.

### **ARTICLE 11**

#### **HOLIDAYS**

##### **11.1 DAYS OBSERVED**

A. The following and any other days which the Authority may declare are holidays. They shall be granted with pay to all eligible employees scheduled to work on such days.

1.	New Year's Day	January 1st
2.	Martin Luther King, Jr. Day	Third Monday in January
3.	Memorial Day	Last Monday in May
4.	Juneteenth	June 19th
5.	Independence Day	July 4th
6.	Labor Day	First Monday in September
7.	Veteran's Day	November 11th

- |     |                         |                             |
|-----|-------------------------|-----------------------------|
| 8.  | Thanksgiving Day        | Fourth Thursday in November |
| 9.  | Day after Thanksgiving  | Fourth Friday in November   |
| 10. | Day before Christmas    | December 24th               |
| 11. | Christmas Day           | December 25th               |
| 12. | Day after Christmas Day | December 26th               |

B. Typically, when a holiday falls on Saturday, the Friday preceding shall be observed as the official recognized holiday for that year. When a holiday falls on a Sunday, the following Monday shall be observed as the official recognized holiday for that year. GHA will determine each year the specific date to be designated as the recognized holiday for pay purposes,

C. The Authority will determine when any Department or operation will be closed in observance of a holiday.

## **11.2 ELIGIBILITY FOR HOLIDAY PAY**

- A. All full-time employees will receive one (1) day off with pay for each of the holidays earned after they have completed thirty (30) days.
- B. Temporary employees shall not be paid for holidays.
- C. Part-time employees shall be paid for holidays that fall on their normally assigned work days.
- D. An employee must be on active pay status on the regularly scheduled working day immediately prior to a holiday and the regularly scheduled working day immediately following a holiday in order to qualify for the holiday time.

### **11.3 HOLIDAY ON WORK DAY**

- A. Employees who work on the observed holiday will be paid at regular rates in addition to the regular pay granted for the holiday, or, at the request of the employee, will be given equivalent time off in the same workweek at the approval of the appropriate Department Head.
- B. Employees on shift basis will be paid for the actual holiday hours worked in addition to regular pay for the shift.
- C. An employee who is scheduled to work on the day observed as a holiday and calls in sick will still be credited with holiday time for that day.

### **11.4 CHARGING TIME**

- A. Holidays which occur during Annual Leave shall be charged to Holiday Leave and not to Annual Leave.
- B. When a holiday falls within a period of leave of absence without pay, the employee shall not be paid for the holiday.
- C. If a holiday falls on a full-time employee's normal day off, the employee will receive pay for the holiday at regular pay rates.
- C. If a recognized holiday falls on a full-time employee's normal day off, the employee will receive a floating holiday. The floating holiday must be used within 60 days of the date earned. Unused floating holidays do not accrue and are not paid at separation.
- D. For purposes of determining overtime payments, holiday hours shall not be counted as time worked.

## **ARTICLE 12**

### **HOURS OF WORK AND OVERTIME PAYMENT**

- 12.1** The provisions of this Article are intended to provide a basis for determining the number of hours of work for which an employee shall be entitled to be paid at overtime rates and shall not be construed as a guarantee to such employee of any specified number of hours of work either per day or per week or as limiting the right of the Authority to fix the number of hours of work (including overtime) either per day or per week for such employee. Departmental management will establish the basic workweek and hours of work best suited to meet the needs of the department and to provide superior service to the community, providing action is not arbitrary nor capricious.
- 12.2** The workweek shall consist of a period of seven (7) consecutive days. The normal workweek shall consist of forty (40) hours per week. The normal workday shall consist of eight (8) to ten (10) hours of work, exclusive of lunch period, in a twenty-four (24) hour period, unless otherwise specified herein. The Authority and the Union recognize that certain types of activities operating on a continuous basis (seven [7] days a week) require different treatment as to hours worked, and agree that in those instances, an eight (8) hour or ten (10) hour shift, including the lunch period, may be allowed. If there is any change in the scheduled workweek of an employee, such change shall be posted one (1) week in advance, except as otherwise made necessary by an unscheduled event or in the absence of an employee. If the new schedule is not posted as stated above, the current schedule shall remain in effect for an additional week. Nothing in this section is meant to restrict overtime work requested by the Authority.
- 12.3** All authorized and approved work performed by an employee in a classification eligible for overtime, in excess of forty (40) hours in any one work week, shall be paid at the overtime rate of one and one-half (1-1/2) times the employee's straight time hourly rate of pay as set forth herein.

- 12.4** Only time actually working shall count as hours worked for the purpose of computing overtime.
- 12.5** Opportunity to work overtime will be distributed as equally as is practicable among employees in the same job classification in the same work section and area, provided the employees are qualified to perform the specific overtime work required. Overtime opportunities will be accumulated on adequate records (which will be available to the Union and employees) and offered overtime not worked will be considered as worked in maintaining these records, provided that nothing herein shall relieve the employee of the obligation to work overtime if required by the Authority, however the Authority will give consideration to an employee's reasons for not accepting an overtime assignment. If any employee establishes that he/she has not received his/her fair share of overtime opportunities, such employee shall have first preference to future weekly overtime work until reasonable balance is recreated. It is understood that the sharing of overtime shall not delay nor unduly increase the Authority's cost of operations.
- 12.6** There shall be no duplication or pyramiding in the computation of overtime, as provided herein, and nothing in this Agreement shall be construed to require the payment of overtime more than once for the same hours worked.
- 12.7** All overtime shall be authorized by the appropriate Department Head or a subordinate, if such authority has been specifically delegated to him/her.
- 12.8** Upon prior approval of the Department Head, employees of the same classification working regularly scheduled hours may exchange hours of work (shift for shift) within the same workweek with one another primarily for educational purposes, provided no overtime or premium pay or inconvenience is caused to the Authority.

**12.9** If operations allow, all employees in the bargaining unit shall be entitled to a ten (10) minute break during the first four (4) or five (5) hours of their work shift and a ten (10) minute break during the second four (4) or five (5) hours of their work shift (depending upon whether they work an eight [8] or ten [10] hour shift). The daily scheduling of such breaks shall be at management's discretion. These shall be the only "breaks" allowed and any failure on the part of the employees to conform to any schedule may result in discipline.

**12.10** Employees recommended by their Department Head and approved by the Chief Executive Officer to perform the majority of the administrative duties in a higher rated pay classification for at least forty (40) consecutive work hours including holidays shall be paid for such time worked at five percent (5%) above their regular hourly rate.

**12.11** Call-out (on stand-by);

- A. Any employee covered under this Agreement shall be required to serve stand-by duty if required by Management. Management may designate a primary stand by and an alternate, or both. An employee (primary or alternate) who is required to be on assigned "stand-by" away from the work location shall receive stand-by pay and call out per the Employee Handbook for each assigned twenty-four (24) hour stand-by period at the following rates of pay:

**STAND-BY PAY**

Mon. thru Thurs.: One (1) hour of pay at the straight time rate of pay, per day

Fri., Sat. and Sun.: One and one-half (1.50) hours of pay at the straight time rate of pay, per day

GHA Observed Holidays: One and one-half (1.50) hours of pay at the straight time rate of pay, per day

Hours compensated for as stand-by pay shall not be counted as hours worked for the purpose of computing overtime.

- B. An employee on active stand-by who is called out during unscheduled hours shall receive a premium rate of pay for all unscheduled hours that he/she actually works while serving standby. The above pay is in addition to standby pay set forth under 12.11 A. The employee's continuous call status shall end at the completion of the commute home. The employee shall receive a minimum guarantee of two (2) hours at his/her premium rate of pay. This minimum guarantee shall only apply for the first five call-outs. A status and back-to-back calls shall count as one call-out event for an employee who has been called out, has reported to the job, and subsequently must answer another call while called out, shall be considered to be in a continuous call status and back-to-back calls shall count as one call-out event for determining the minimum guarantee of one hour until the completion of the last call. Each continuous call status shall end at the completion of the commute home.

An employee on active standby, who is called out on a Friday, Saturday, Sunday, or a holiday during unscheduled hours, shall receive the minimum guarantee of two (2) hours at a premium rate of pay for the first five call-outs during the 24-hour period. The continuous call status rule, explained above, also applies to weekends and holiday call-outs. Any employee who is on active standby, is called out, and who has reported to the job or is already on the job on a holiday between regular working hours, 7:30 a.m. to 5:30 p.m., shall be paid holiday pay, rather than time



and one-half, for the greater of time actually worked or the minimum guarantee during this period.

Hours compensated for as call-out shall not count as hours worked for the purpose of computing overtime.

- C. An employee on standby who is called out and uses his/her personal vehicle, shall receive the appropriate rate per mile as approved by the Gainesville Housing Authority Board and upon submission of a timely mileage reimbursement form. The mileage is computed as the lesser of portal to portal or actual mileage.

## ARTICLE 13

### SICK LEAVE AND BEREAVEMENT LEAVE

#### 13.1 ELIGIBILITY AND RATE OF EARNING

- A. Each regular full-time employee will earn sick leave on the following basis:

##### Sick Leave Earned

Employees beginning work after the date of ratification of this contract shall earn sick leave at the rate of forty-eight (48) hours annually until their second anniversary. After two (2) years of service such employees will earn sick leave at the rate of seventy-two (72) hours annually, and after four (4) years of service such employees will earn sick leave at the rate of ninety-six (96) hours annually.

- B. Permanent part-time employees will earn sick leave in proportion to the number of hours worked at the applicable schedule set forth in A above.
- C. Employees will accrue sick leave each month in proportion to the amount of time they are on active pay status for each month. New employees who begin working before the fifteenth of a month will be considered to have been employed the entire month. Employees hired after the fifteenth of a month shall be considered to have been hired on the fifteenth of the month.
- D. Sick leave shall not be granted in advance of accrual.
- E. Sick leave shall not be considered as time worked.

### **13.2 CHARGING LEAVE**

- A. Sick leave will be charged based on the number of hours used for sick leave.
- B. Sick leave will be charged in not less than one (1) hour minimum increments.
- C. Should holidays occur during medical leave, the holidays shall be charged to holiday leave and not to sick leave.

### **13.3 NOTIFICATION**

- A. To receive pay while absent on sick leave, the employee shall notify the employee's Department Head daily within one (1) hour of the start of the work day. This provision may be waived by the Department Head if the employee submits evidence that it was impossible to give such notification. An employee who has previously notified the Authority that sick leave absence will continue to a date certain need not again notify the Authority of the absence during the time period for which notice was certain.
- B. The Department Head may request a physician's certificate to verify the illness of any employee on sick leave, if illness is equal to or greater than three (3) days or if abuse is evident.

### **13.4 USE**

Sick leave may be granted for the following purposes:

- A. Personal injury, pregnancy or illness or injury not connected with work.
- B. Medical, dental, optical or chiropractic examination or treatment.

- C. Exposure to contagious disease which would endanger others as determined by a physician.
- D. Illness of an employee's parent, spouse, child as provided for in Section 13.8 herein. Paid leave taken under Section 13.8 must be stated on a leave form. The limit which sick leave can be taken for this purpose is five (5) days in any one (1) fiscal year (April 1 to March 31 of the following year). Thereafter, if the employee has qualified for leave under Section 13.8, the leave shall either be compensated for through use of accrued annual leave or unpaid.

### **13.5 ACCRUAL**

For those eligible, sick leave will accrue at the rate of one (1) working day per month for each month actually worked to a maximum accumulation of 720 hours. Once an employee reaches the maximum accumulation, accruals cease.

### **13.6 SICK LEAVE PAYMENT**

- A. Upon resignation or termination of an employee from the Authority's service, all sick leave, current and accumulated, will be forfeited.
- B. There will be no payment for unused sick leave upon resignation, layoff, termination or other reasons for separation except retirement, as defined in the pension plan, from the Authority's service. In the event of retirement (twenty years [20] service or age 62), the retiring employee will be paid for all accrued (unused) sick leave at a rate of:

**X**

**Y**

	<b>Years Service</b>	<b>Payout</b>
a)	0 – 10	20% of hourly salary
b)	more than 10 but less than 20	25% of hourly salary
c)	20 to less than 30	35% of hourly salary
d)	30 or more	50% of hourly salary

- C. Employees who are reinstated to service within ninety (90) days of termination shall be credited with their unused sick leave accrued.

### **13.7 LEAVE DONATION**

Employees under this Agreement shall be eligible to participate as donors and recipients in the leave donation program as set forth in the human resources policies manual.

### **13.8 SICK LEAVE INCENTIVE PROGRAM**

Employees can receive annual leave credits, or receive their hourly rate in exchange for those credits, at the end of each fiscal year for unused sick leave in accordance with the following formula:

<b>NUMBER OF ANNUAL SICK LEAVE HRS TAKEN YEARLY</b>	<b>ANNUAL LEAVE CREDITS</b>	<b>OR EXCHANGE RATE</b>
0 to 2 hours.....	32 hours.....	32 x hr salary
Greater than 2 up to 10 hours ....	24 hours .....	24 x hr salary
Greater than 10 up to 20 hours ....	16 hours .....	16 x hr salary

All over 20 hours ..... 0 hours ..... 0

The annual exchange rate will be distributed as a “one time pay increase” (i.e., does not adjust base salary).

Employees who are in their first year of service and who have not completed a full year of service by the end of the fiscal year will receive prorated annual leave credits, if eligible, based on the number of full calendar months employed during that year.

### **13.9 FAMILY AND MEDICAL (“FMLA”) LEAVE**

- A. All employees covered under this Agreement and who meet the legal eligibility criteria for Family and Medical Leave may take such leave to the extent required under that law. Individuals who do not meet the eligibility requirements for family and medical leave under federal law, and as stated below, shall be entitled to leave only in accordance with the remaining provisions of this collective bargaining agreement or as provided by policy.
- B. In order to be eligible for leave under the Family and Medical Leave Act, an employee must meet several eligibility criteria, namely, to have been employed by the Authority for at least 12 months, to have worked at least 1,250 hours in the calendar year preceding the FMLA leave, and finally, to be one of at least 50 Authority employees within 75 miles of the Authority work site. At present, the number of Authority employees is such that no FMLA eligibility exists. Therefore, employees with circumstances that would have qualified for FMLA should instead seek a non-FMLA personal leave of absence per the Employee Handbook.

### **13.10 BEREAVEMENT LEAVE**

- A. All full-time regular employees may be granted up to three (3) days bereavement leave upon approval of the Chief Executive Officer in the event of death in the immediate family.
- B. The employee may be required to provide the Department Head with proof of death in the immediate family before compensation is approved.
- C. If the employee wishes to attend the funeral of someone outside his/her immediate family, annual leave or leave without pay may be granted at the discretion of the Department Head.
- D. Immediate family shall mean the employee's current spouse, children, parent, brother or sister. Children are defined as the employee's natural, adopted or step-children, or a child for whom the employee has been appointed legal guardian.
- E. In addition to granting bereavement leave as stated above, one (1) day of bereavement will be granted to the employee to attend the funeral for the following family members: step-mother or step-father, step-child, foster child, current father/mother-in-law, grandparents or grandchildren.
- F. Bereavement leave must be taken within five (5) days of the death or funeral.

## **ARTICLE 14**

### **JURY DUTY**

- 14.1** Employees attending court as a witness on behalf of the Authority or for jury duty during their normal working hours shall be paid for the hours they attend court. This time shall be charged as leave with pay.
- 14.2** All regular full-time employees subpoenaed to attend court on behalf of the Authority are eligible for leave with pay. Those employees who become

plaintiffs or defendants in personal litigation are not eligible for leave with pay. In such cases, annual leave or leave without pay may be granted.

- 14.3** Employees who attend court for only a portion of a regularly scheduled work day are expected to report to their supervisors when excused or released by the court.
- 14.4** Employees required to attend court as stated in 14.1 above, who are on scheduled vacation may be allowed to take additional leave with pay for that court time.
- 14.5** All court attendance must be verified before an employee is compensated.

## **ARTICLE 15**

### **HOSPITALIZATION & LIFE INSURANCE**

- 15.1** During the term of this Agreement the Authority will continue in effect a health insurance program. The employee contributes \$25.00 per pay period for employee coverage. The employee will pay for any dependent coverage desired.

Each year the Authority will use its discretion to determine whether to make a contribution towards the costs of dependent care coverage under the health insurance program. In any year that the Authority decides to make such contribution, the contribution will be paid per employee, per pay period, without regard to the number of dependents an employee elects to have covered under the health insurance program. The contribution amount will be allocated on a per capita basis based on the number of employees with dependent care coverage as of each pay period. The Authority agrees to provide notice to the Union as soon as practicable, but in any event no later than 60 days before the start of each fiscal year, whether it will make any such contribution and the amount, if any, to be allocated for the contribution.



The Authority and the Union agree that the Authority's decision to make said contribution in any year does not create any vested right to such contribution and does not guarantee that the contribution will be made each year. Further, the Authority and the Union agree that the making of said contribution shall not be used by the Union in the future to assert a pattern or practice.

**15.2** During the term of this Agreement, life insurance will be available to the employee on the same basis as prior to the effective date of this Agreement.

**15.3** The parties agree that the Authority will have the unilateral right to determine the carrier, deductible, and other terms and conditions of the health insurance policy covering employees and their dependents. The parties further acknowledge that from time to time, it may be necessary for the Authority to alter the terms and conditions of such policies, including but not limited to the deductible, the carrier, and particular coverage. However, the Authority agrees that it will, before any change is made, consult the Union prior to making its decision, not to bargain, but to inform the Union of its intention and to solicit from the Union any suggestions which it might have. The Authority also agrees that it will at all times attempt to purchase the highest level of benefits available while at the same time minimizing the cost to the Authority.

## **ARTICLE 16**

### **WORKERS' COMPENSATION**

**16.1** Employees who are disabled in the line of duty may receive pay for the period of the disability subject to the following conditions:

- A. The disability resulted from an injury or an illness sustained directly in the performance of the employee's work, as provided in the State Workers' Compensation Act.

- B. A physician selected by the Authority may be used to determine the physical ability of the employee to continue on disability leave or return to work.
- C. Approval or disapproval of disability leave will be made by the Executive continuous call status shall end at the completion of the commute home Director.
- D. If the disability leave is approved, the first seven (7) days of the leave will be paid by the Authority with appropriate reduction from the individual's sick leave account. If the employee is subsequently paid for this same period (first seven [7] days) through Workers' Compensation payments, the individual will reimburse the Authority the full amount of the payment received. The Authority will reinstate the portion of sick leave deducted from the individual's sick leave account which was not used to make up a full paycheck for this seven (7) day period.
- E. Only sick leave can be used to supplement Workers' Compensation benefits. In the event employee's sick leave is used up, vacation can be used at employee's option. In no event shall any combination of benefits under this Article allow an employee to receive more than the employee's actual net salary.

## **ARTICLE 17**

### **LEAVE OF ABSENCE AND MILITARY LEAVE**

- 17.1** The Chief Executive Officer may grant a permanent employee a leave without pay for a period not to exceed (6) months with the exception that leaves for military service shall be governed by federal and state law requirements. All such leaves shall be considered and administered in accordance with the provisions contained in this Article and as provided in the human resources policies.
- 17.2** Leave without pay may be granted only when it is in the best interest of the Authority to do so at the discretion of the Authority, except that employees seeking leave for temporary disability due to pregnancy shall be granted leave for up to six (6) months upon request upon the presentation of a medical statement that such employee is unable to work. Any additional leave requested by employees temporarily disabled due to pregnancy shall be at the discretion of the Authority and shall be treated the same as any other leave request for health reasons. The needs of the employee shall be considered as far as possible, but leave shall normally be granted only for health, education, military service, or extenuating and extraordinary personal reasons, but never for the purpose of accepting either part or full-time employment elsewhere while on leave of absence. Acceptance of, or continuing with, other employment without prior approval of the Chief Executive Officer and while on approved leave shall cause automatic termination from the Authority's employment.
- 17.3** An employee desiring to take a leave without pay must submit a written request on the Request for Leave Form indicating the specific reason for the request and obtain the required approval prior to beginning the leave. The dates of departure and return shall be shown on the form. The employee's Department Head, after the proper approval has been obtained, shall for all requests for

leaves without pay initiate a Personnel Authorization form showing the reason for the leave and dates of departure and return and forward it to the Chief Executive Officer so that the proper entries may be made on the employee's service record.

- 17.4**        A.        Except as otherwise provided herein, during an employee's approved leave without pay, his/her position may be filled by a temporary appointment, a temporary promotion, or permanent assignment of another employee. At the expiration of the leave, the employee shall be reinstated to the position vacated if it has not been permanently filled during the leave; or, if so filled, to any other position that is vacant and for which the employee is qualified; provided that the replacement position shall not be at a higher wage rate than the position from which leave was granted. Refusal of a vacant position offered by the Authority shall result in termination of the employee.
- B.        During an employee's approved medical leave without pay, his/her position may be filled by a temporary appointment, a temporary promotion, or assignment of another employee. At the expiration of the leave, the employee shall be reinstated in the position he/she vacated if the position still exists; or, if not, to any other position in the same class for which the employee is qualified which may be vacant or becomes vacant within six months. Employees returning from approved medical leave due to pregnancy shall be reinstated in the position she vacated or to a comparable position for which she is qualified with no reduction in pay.
- 17.5**        Failure of an employee to report to work promptly at the expiration of a leave without pay may be cause for dismissal. Employees desiring an extension of leave must give at least thirty (30) days' notice and make a written request to

the Chief Executive Officer; provided that shorter notice may be given in cases where there was good cause for not making a timely request.

**17.6** An employee returning from leave must report to the Chief Executive Officer before returning to work. Employees who have been on leave for a period longer than one (1) month or who have been on leave for temporary disability may be required to pass a medical examination prescribed by the authorized Authority's physician or furnish the Authority with a medical statement of fitness to return to work from their personal physician prior to being reinstated. The examination, if required, shall be arranged by the Authority. A copy of the examination will be furnished to the employee, if requested.

**17.7** Leave without pay which is approved in accordance with the above procedures shall not constitute a break in service, but time spent on such leave shall not be calculated for seniority purposes.

**17.8** UNION LEAVE OF ABSENCE

Employees designated by the Union may be granted a leave of absence upon request of the Union President for Union business. Such leave will be treated as personal leave (vacation or leave without pay) and permission for such leave may be withheld if operational considerations so require. Such leave shall be considered as time worked for the purpose of seniority accrual and other fringe benefits not tied to being in a paid status, provided that such leave does not exceed ten (10) consecutive work days.

**17.9** MILITARY LEAVE

The Authority will grant a military leave of absence to any employee presenting proper orders calling them to temporary active or inactive duty for training purposes with a reserve unit of the United States Army, Navy, Marine Corps, Coast Guard or a National Guard Unit for one period not exceeding the amount

required by law. The Authority will pay for such leave, the difference between an employee's regular rate of pay and monies that are received from the military for active military service for the first 30 days.

#### **17.10 MILITARY LEAVE WITHOUT PAY**

Thereafter, all employees covered by this Agreement are entitled to military leave to the extent required under federal or state law, including the right to leave, provisions regarding seniority and benefits, and right to reinstatement. To avail themselves of these benefits, employees must follow the notice and documentation requirements for leave and meet the minimum required time frames for seeking reinstatement following military service.

### **ARTICLE 18**

#### **JOB VACANCY - LAYOFF – RECALL**

- 18.1**
- A. While the Authority shall make reasonable efforts to promote from within, under no circumstances shall any such effort require the Authority to hire any individual other than the most qualified applicant for any vacancy.
  - B. At the discretion of the Department Head, subject to the approval of the Chief Executive Officer, the Department Head may fill any vacancy within their department by using one or more of the following procedures:
    - (1) from within the department; or
    - (2) from anywhere within the Authority; or
    - (3) from anywhere within the Authority or from the general public.
  - C. Vacancies are posted for seven (7) consecutive days, Monday through Sunday. Vacancies filled under 18.1.B(1) which exist shall be noticed only within the department where the vacancy exists.

D. Probationary employees shall be eligible to compete only for those vacancies the Department Head has elected to fill through Section 18.1.B(3) and not for any vacancy the Department Head has elected to fill through Sections 18.1.B.(1) and (2).

## **18.2 LAYOFF**

- A. Layoffs shall be accomplished in an orderly, systematic and uniform manner in accordance with established procedures set forth below. The Authority may layoff an employee or employees when the Authority deems it necessary.
- B. When it becomes necessary to reduce the number of employees within a department, among employees of the same classification, the order of layoff shall be as follows and every effort will be made to provide the employees ten (10) working days' notice prior to layoff.

### **APPOINTMENT STATUS**

- 1. Temporary helper.
- 2. Temporary part-time.
- 3. Temporary full-time.
- 4. Probationary employees (new).
- 5. Permanent part-time.
- 6. Probationary employees (promotional) -

(Reverts to prior classification without loss of seniority accrued while in such promotional probationary status).

- 7. Job share positions, if any.

8. Permanent full-time.
- C. When the need arises for laying off an employee serving a promotional probationary period, such employee shall be returned to a position of the classification from which he/she was promoted or advanced.
- D. In the event it is necessary to effect a temporary layoff for a definite period of time (one [1] calendar day through thirty [30] calendar days), employees will be laid off in accordance with Paragraph B of this Section. Among employees of the same appointment status in a classification, the order of layoffs shall be based on seniority with the least senior employees in the classification in the department being laid off first. Laid off employees shall be recalled to the classification and department from which they were laid off, in the reverse order in which they were laid off. Seniority shall not prevail where the remaining employees do not have the ability to perform the work remaining.
- E. In the event it is necessary to effect a layoff in excess of thirty (30) calendar days, employees will be laid off in accordance with paragraph B of this Section. Among employees of the same appointment status in a classification, the order of such layoffs shall be based on the skill, ability and seniority of the employees in question. In the event that skill and ability are equal, the least senior employee shall be the first laid off. Laid off employees shall be recalled to the classification and department from which they were laid off, in the reverse order in which they were laid off.
- F. Employees on layoff shall not accrue or be entitled to any employee benefits whatsoever.

### **18.3 RECALL**



- A. Employees laid off under the provisions set forth above shall be recalled in the reverse order in which they were laid off.
- B. Permanent employees laid off shall have precedence for recall to their classification over new applicants for a period of one hundred eighty (180) days. Laid off employees recalled within one hundred eighty (180) days shall have their tenure of service restored. If re-employed after one hundred eighty (180) days, the employee shall be treated as a new employee.
- C. The Authority will offer recall to laid off employees by certified mail to the last known address on file with the Authority. It shall be the responsibility of the employee to keep the Authority informed of the employee's accurate address. If the laid off employee fails to report to the Chief Executive Officer their intentions of returning to work within fourteen (14) calendar days after mailing of said certified notice, tenure of service shall be broken.
- D. Recall will be offered to laid off employees provided they are physically and mentally qualified to perform the duties of the job. A laid off employee, when offered recall, who is temporarily unable to accept due to medical reasons may request a leave of absence without pay not to exceed thirty (30) calendar days. Employees unable to return shall remain on layoff and the next person on the layoff list shall be recalled.
- E. Employees laid off for longer than thirty (30) calendar days may apply, and the Authority will give extra consideration to such employee, for any equivalent, lower or higher classification with the Authority and, if selected within the one hundred eighty (180) day recall period, shall have their tenure of service restored.

#### **18.4 LENGTH OF SERVICE**

An employee shall lose their continuous length of service and their employment with the Authority shall be considered terminated for all purposes if:

- A. The employee quits.
- B. The employee is discharged.
- C. The employee who has been laid off fails to report for work for reasons beyond the employee's control within a period of fourteen (14) calendar days after being recalled by certified letter sent to the last known address as shown on the records with the Authority.
- D. The employee fails to report for work at the termination of a leave of absence.
- E. The employee works on another job while on leave of absence without the Authority's permission.
- F. The employee is laid off for a period of longer than one hundred eighty (180) days.
- G. The employee is absent without leave for three (3) consecutive workdays without notifying his/her supervisor or the Chief Executive Officer unless such notice would have been beyond the employee's control. Such absence shall constitute a voluntary quit.
- H. The employee voluntarily retires.

## **ARTICLE 19**

### **LIABILITY**

- 19.1** The Authority will defend any actions in tort brought against any employee(s) covered by this Agreement as a result of any alleged negligence of said employee(s) arising out of and in the scope of their employment with the

Authority unless such employee(s) acted in bad faith with malicious purpose or in a manner exhibiting gross negligence, wanton and willful disregard of human rights, safety, or property.

- 19.2** Whenever an Authority's employee is sued for actions taken in the course of duty, the Authority will provide legal defense through the lawyer supplied by the Authority or its insurance carrier.

## **ARTICLE 20**

### **HEALTH AND SAFETY**

- 20.1** The Authority agrees that it will conform to and comply with applicable laws as to safety and health including equipment and clothing properly required by federal, state, and local law. The Authority and the Union will cooperate through the use of a Safety Committee, consisting of two members of the bargaining unit and two management employees, in the continuing objective of eliminating accidents and health hazards.

## **ARTICLE 21**

### **BULLETIN BOARD**

**21.1** The Union may, at its own expense, place bulletin boards at mutually agreed upon locations, not to exceed approximately three feet by two feet (3' x 2') in size for the following notices only:

- A. Union literature.
- B. Notices of Union meetings.
- C. Union elections.
- D. Reports of Union committees.
- E. Recreational and social affairs of the Union.
- F. Notices by Public bodies.

**21.2** No material, notices or announcements shall be posted which contain anything political or controversial, or anything reflecting upon the Authority, any of its employees, or any organization among its employees. No material, notices or announcements which violate the provisions of this Article shall be posted and the Authority may remove such notices.

## **ARTICLE 22**

### **WAGES**

**22.1** During the term of this Agreement, the pay ranges for the various classifications of positions shall be that shown on Exhibit I.

**22.2** For the term of this Agreement only, the Authority and the Union agree to continue the merit pay system contained in this Agreement. The Authority shall evaluate employees annually. The Authority shall complete all evaluations for

the previous fiscal year by December ,31 of each year. The employee shall be provided a copy of the evaluation and be allowed to make comments on it. Once the initial evaluation is completed, the Union shall be notified of the employee's rating. The evaluation form shall be developed by the Authority, but shall not thereafter be substantially changed except after discussing such changes with the Union. The form will include the following performance levels:

4 - Outstanding

3 - Above Satisfactory

2 - Satisfactory

1 - Conditional

0 – Unsatisfactory

**22.3** Following ratification of this Agreement, employees shall be eligible for performance based awards as provided herein and in the human resources policies. Individuals must still be employed at the time the performance award is granted will be eligible.

**22.4** No individual who is still in their probationary period as of March 31, each year, shall be entitled to the incentive. Any non-probationary employee who has been employed with the Authority less than twelve (12) consecutive months as of March 31, each year, shall be placed on the same annual review cycle as other regular employees but shall be entitled only to an incentive based on months of service.

**22.5** A less than Above Satisfactory evaluation will result in the denial of a performance based increase. Any employee that has not received an annual evaluation shall receive the cost of living adjustment percentage dictated by the annual Social Security cost of living adjustment. Any employee who has

received an evaluation of Satisfactory or less shall have a right to grieve his/ her evaluation but only to Step Two of the grievance process. All other disputes arising from the interpretation or application of this Article can only be grieved through Step Two of the grievance process. Any employee who has received an evaluation of less than satisfactory shall be re-evaluated at the end of ninety (90) days.

**22.6** When a current employee is promoted to a position with a higher maximum salary and new salary range, the employee's new salary shall be at least the minimum for the new salary range. If the placement of the employee at the minimum for the new salary range results in less than a five percent (5%) increase in the employee's new salary, the Authority shall provide whatever increase is necessary to bring the employee's new salary up to a maximum of five percent (5%) over the employee's actual old salary. However, in no event shall application of this Article result in an increase over the maximum for the new salary range.

**22.7** GHA will provide its employees annual increases to the employee's current salary for each year from December 1, 2021 through December 31, 2024 in the amount of the cost of living adjustment percentage dictated by the annual Social Security cost of living adjustment, payable upon the contract ratification. Upon ratification, all salary increases shall be retroactive to December 1, 2021. GHA agrees that employees will be paid based on the schedule of rates included as part of this Agreement.

## **ARTICLE 23**

### **RETIREMENT**

- 23.1** The Authority shall maintain its current retirement plan in effect for the duration of this Agreement, with the contribution to the plan being ten percent (10%); and the term life insurance paid by the General fund. (Qualifications for Term Life Insurance are the same as for the current retirement plan.)

## **ARTICLE 24**

### **SEVERABILITY**

- 24.1** Should any provision of this Agreement be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, it being the intention of the parties that no portion of this Agreement or provision herein shall become inoperative or fail by reason of the invalidity of any other portion or provision.

## **ARTICLE 25**

### **DRUGS AND ALCOHOL**

- Section 1.** It is the intent of GHA to maintain a workplace that is free of drugs and alcohol and to discourage drug and alcohol abuse by its employees. GHA has a vital interest in maintaining safe and efficient working conditions for its employees. Substance abuse is incompatible with health, safety, efficiency, and success at GHA. Employees who are under the influence of a drug or alcohol on the job GHA's interests, endanger their own health and safety and the health and safety of others, and can cause a number of other work-related problems, including absenteeism and tardiness, substandard job performance, increased workloads for

co-workers, behavior that disrupts other employees, delays in the completion of jobs, inferior quality in products or services, and disruption of customer relations.

**Section 2.** Use of illegal drugs or alcohol while on duty is strictly prohibited and will not be tolerated. All employees must abide by the terms of the HUD requirements for a drug- free workplace as detailed in form HUD-50070 (3/98), or any revisions thereto, the GHA Notice to Employees on Federal Drug Free Workplace Requirements, and the Authority's policies on alcohol and drug abuse. GHA has implemented a drug-free awareness program. The program provides information on the dangers and effects of substance abuse in the workplace, resources available to employees, and consequences for violations of this policy. Each employee will be given a copy of the materials that describe the program.

**Section 3.** No employee may use, possess, distribute, sell, or be under the influence of alcohol or illegal drugs while on GHA's premises, or while conducting business related activities off GHA's premises. The legal use of prescribed drugs is permitted on the job only if used in accordance with the prescription and so long as the use does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not unreasonably endanger other individuals in the workplace. Likewise, employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

**Section 4.** As a condition of continued employment with GHA, employees must comply with all parts of this policy.

**Section 5.** Any violation of this policy may result in discipline, up to and including termination of employment.



**Section 6.** The following guidelines for testing apply. If a supervisor has a reasonable suspicion that an employee has reported for work while under the influence of either drugs or alcohol, the employee may be required at any time to undergo a drug and/or alcohol testing at GHA's expense. The decision by a supervisor to require testing must be approved by the Chief Executive Officer. The following guidelines apply to such testing:

- a. The supervisor documents the basis for the test and obtains approval of Chief Executive Officer.
- b. The employee signs the GHA testing consent form and is then transported by the supervisor to the testing facility. An employee who declines to consent, or declines to participate in the test at the time it is requested, or at any point in the process withdraws consent for the test or the release of the results, this will be considered a refusal to test for which termination will result.
- c. Once testing is conducted, the employee will be placed on administrative leave with pay pending the test outcome. If the employee tests negative, he or she will be returned to work. No action will be taken based on the prior suspicion of drug or alcohol abuse, but if the employee had engaged in other acts which may have led to the test (like a vehicle accident) and for which counseling or discipline is properly considered, those actions may be addressed upon return.
- d. If an employee has tested positive, the employee may be terminated for violation of GHA policy.
- e. At the discretion of the Chief Executive Officer, an employee may request and be considered for a leave of absence to seek rehabilitation for drug and/or alcohol abuse. This option is generally

only available when an employee has a positive employment history with GHA, has never previously tested positive for drug or alcohol use, and when the circumstances surrounding the test are not such that termination is already warranted regardless of the test result.

- f. If leave is granted, it can last up to 12 weeks for such purpose, and the employee may use accrued sick or vacation leave for such purpose. Any period of rehabilitation not covered by accrued leave will be unpaid, and treated as any other leave of absence.
- g. An employee returning from a leave of absence for such purpose must test negative prior to returning to work and will thereafter be subject to random testing for a period of one year following return from leave.
- h. A second positive test result at any point after return will result in termination.

**Section 7.** GHA's Standards of Conduct require prompt reporting of all arrests. In addition, under the federal Drug-Free Workplace Act, an employee who performs work for a government contract or grant must notify GHA of a criminal conviction for drug-related activity occurring in the workplace. The report must be made within five days of the conviction. Within thirty days after it is notified of the conviction, GHA will either require the employee to participate satisfactorily in an approved drug-abuse rehabilitation program or will take appropriate personnel action against the employee, up to and including termination.

**Section 8.** Employees with questions or concerns regarding this policy or issues related to drug and alcohol use in the workplace should raise their concerns with their supervisors or the Chief Executive Officer without fear of reprisal.

## **ARTICLE 26**

### **ENTIRE AGREEMENT**

- 26.1** The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make proposals with respect to subjects or matters not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of such right and opportunity are set forth in this Agreement.
- 26.2** The Authority and the Union, for the duration of this Agreement, agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, but may, upon mutual agreement of both the Authority and the Union, bargain collectively on any subject or matter not known or contemplated by either or both parties at the time that they negotiated this Agreement.
- 26.3** This Agreement shall be effective upon ratification by the members of the Bargaining Unit and the Authority's Board of Commissioners and shall remain in full force and effect up to and including December 31, 2024
- 26.4** Should either party desire to terminate, change or modify this Agreement or any portion thereof, they shall notify the other party in writing prior to December 2024. Such notice shall include the articles the party wishes to renegotiate.
- 26.5** Following the sending and receipt of the notice described above, the parties shall follow the procedures contained in the Florida Public Employee Relations Act toward the consummation of a new Agreement.

## **ARTICLE 27**

### **UNIFORMS**

## **27.1 – NEW ARTICLE**

- A. Employees supplied uniforms and name tags by GHA are required to wear uniforms and name tags in the performance of their job and shall report in a clean full uniform on each day worked. Uniforms must be worn in the manner prescribed by the Department Director. Failure to comply may result in the employee being sent home for the day without pay. Repetition of such conduct shall subject the employee to further discipline.
- B. All hair, beards and mustaches must be of a length so as not to create operational or possible safety problems.
- C. Uniforms and name tags supplied by GHA will be replaced by GHA when they become unusable through normal wear and tear. A request to replace a uniform shall be submitted to the Department Director along with the damaged or worn uniform.
- D. The employee is responsible to reimburse GHA for uniforms lost or damaged through the employee's negligence and to return same upon cessation of employment.
- E. GHA will withhold from the employee's pay reimbursement under D above up to the maximum allowed by applicable law.
- F. GHA issued uniforms may not be worn at times other than during the performance of GHA duties and during the normal trip to and from the employee's place of residence.
- G. The employee shall be responsible for all laundering and minor repairs.
- H. Safety shoes, required by the Employer to be worn on duty, shall be furnished without cost to the employee once a contract year, unless the Department Director determines in a particular case, an employee's work

responsibilities require an additional pair or pairs. Upon approval of the Employer, an employee shall be reimbursed for the purchase of safety shoes (\$75.00 maximum allowance per year) which meet or exceed the minimum quality OSHA standard provided the reimbursement does not exceed either the actual cost of the safety shoes or the actual cost of the standard, whichever is less. The Employer shall establish and post the standard for view by all employees at the start of each contract year.

- I. Subject to budget availability, GHA agrees to provide cotton blend uniforms of at least 35% cotton to employees who are required to wear uniforms. Polyester or polyester blend uniforms that are designed to provide cooling properties may also be provided. GHA will provide 5 shirt and 5 pants and a name tag.

## **27.2 – UNIFORM REQUIREMENTS**

- A. Gainesville Housing Authority has agreed to supply the required uniforms to maintenance staff.

This uniform includes the following:

- 5 shirts
- 5 pants
- GHA name tag
- Safety boot allowance (up to \$75)

- B. Boot Requirement: Gainesville Housing Authority work boots are required to meet OSHA specific regulations on PPE -29 CFR 1910.132 and 1910.136 and the following:

1. GHA safety shoe standard is ASTM F2413-18
2. Work boots must have leather uppers

3. Non-skid soles
4. Pass the ASTM 2412a testing standard for impact and compression resistance

As stated in the Uniform Policy, employees supplied uniforms by GHA are required to wear uniforms in the performance of their job and shall report in a clean and full uniform on each day worked. Failure to comply may result in the employee being sent home for the day without pay.

## **ARTICLE 28**

### **MISCELLANEOUS BENEFITS**

#### **Section 1 – TRAINING PROGRAMS**

##### **A. EPA Certification Program**

Gainesville Housing Authority and the Union have agreed to implement and administer an EPA Certification Program for the following titles Custodian, Maintenance Aide, Maintenance Techs, Maintenance Mechanic, and Maintenance Supervisor Trainee. (This list could include other bargained employees) The United States Environmental Protection Agency (EPA) has established a mandatory program that requires all technician to be certified before performing maintenance, service, repair, or disposal of an appliance that contains refrigerant chemicals.

Types of EPA Certifications:

- Type I - for servicing small appliances
- Type II - for servicing high and very high-pressure appliances
- Type III - for servicing low pressure appliances
- Universal - for servicing all appliances

To obtain certification, technicians must pass a closed-book proctored test which contains 25 questions about EPA regulations, and 25 questions on recycling procedures in the area in which they work. They may choose to test in only one area, or they may choose to test in more than one area, or they may choose to take the universal test which consists of 100 questions: 25 general and 75 sector-specific (25 from each sector of Type I, Type II and Type III). The minimum passing score is 70%.

The EPA Certification Program includes the following features:

1. The Program is voluntary and available to employees in all Covered Titles
2. Employee will be required to pay for and complete the certification on their own time
3. Employee can choose only one certification path in regard to wage increases upon completion
4. Once certification is provided to HR, employee will be awarded the following

Certification Path	EPA Certification Obtained	Hourly Increase
1	Type I, Type II, or Type III	\$0.25/hour
2	Universal	\$1.00/hour

## **B. GHA Certification Program**

Gainesville Housing Authority and the Union have agreed to implement and administer a Certification Program for the following titles Custodian, Maintenance Aide, Maintenance Techs, Maintenance Mechanic, HCV Housing Coordinator, Maintenance Supervisor Trainee, HQS Housing inspector. (This list could include other bargained employees) The Certification program is designed to be a long-term program that provides and added incentive for employees in the covered titles to grow their skills and knowledge in Plumbing, AC repair, Electrical just to name a few. A Joint committee will be established with equal number of

representatives for the Union and GHA. This committee will establish all of the parameters of the certification program.

The Certification Program includes the following features:

1. The Program is voluntary and available to employees in all Covered Titles
2. Employee in the Covered Titles will be eligible to participate in the Certification Program, regardless of whether the course is applicable to the employee's current job assignment. However, employees may only receive bonus for one non-industry certification once they have received all industry specific certifications.
3. If GHA pays for the course and employee completes it while on company time, they will not be eligible for certification bonus payout.
4. If participants pay for and take a course on their own time that is relevant to the organization programs and services, GHA will pay out the certification bonus.
5. Certification bonuses associated with achievement of various levels will be subject to the following:
  - a. Bonuses will not be part of the employee's standard rate of pay or basic wages for purposes of differential or benefits payments
  - b. Bonuses will be paid on a annual basis in December
  - c. Employees who resign or terminated for cause are not eligible to receive the bonus
  - d. Bonuses are subject to normal taxes and withholding
  - e. Bonuses are subject to budget availability



Attainment Levels	Certification Requirements (courses)	Annual Bonus
Level 1	Plumbing, Electrical, HVAC, OSHA	\$300
Level 2	Heating, Property Inspections, Advanced OSHA	\$200

## Section 2 – GHA EMPLOYEE SAFETY AWARD INCENTIVE PROGRAM

The Gainesville Housing Authority Risk Management Department is working to keep employees safe and to reduce workers compensation costs. We want to give GHA employees who help meet our goals credit for a job well-done. Safety Incentive Cards may be collected and saved until the end of the fiscal year or cashed in to purchase items from the GHA Store. At the end of the year any unused cards will be put into a drawing for real prizes valued at different amounts.

### The Safety Incentive Card Program

- Employees are divided into their departments
- Employees earn credit for practicing safety and encouraging co-workers to do the same.
- Incentive cards are distributed throughout the month.
- Every incentive card earned by an employee can be placed into a drawing at the end of the fiscal year or used at the GHA Store.
- Every quarter there will be an “instant winner” drawn from the incentive cards that were submitted for entry into the end of year drawing

### Awards

All persons satisfying the program criteria will have the opportunity to place their names in a drawing. The Risk Management Department will purchase prizes in increments valued at the amounts shown below.

1 = \$300                = \$300

2 = \$200                = \$400

3 = \$100                = \$300

6 winners total = \$1,000

### **Ways to Earn Incentive Cards**

***(Max= 4 cards per employee per month)***

- One safety incentive card is distributed to every person who attends a safety meeting for their department that month (max= 1 card per month)
- Additional cards may be received by employees who are spotted following safety procedures during their job and/or report unsafe conditions (with a recommendation of how to solve the problem) to Risk Management Safety Division (max= 2 cards per month)
- Departments may earn one additional card per person, per month as long as the whole department has remained accident free that month. (max= 1 card per month)

### **Eligibility Period**

- The employee's safety performance will be evaluated during the fiscal year-April 1 –March 31. The prizes will be awarded during the first quarter of each fiscal year following the evaluation period.
- Cards must be used (GHA Store or year-end drawing) by the "Use by" date printed on the card to be valid.

- Valid incentive cards will be saved until the end of the year and placed into the grand prize drawing. The more cards an individual receives throughout the year, the more chances he/she has to win.
- Each employee is responsible for their own safety credit cards. If an employee's card is lost, it cannot and will not be replaced.

### **Eligibility Criteria**

- All Gainesville Housing Authority non-probationary regular and part-time employees, not in a position of Manager and above, who are employed in a participating department, are eligible to participate in the SAIP.
- Probationary employees will qualify for the instant winning prizes but not the grand prize if they are still on probation at the time of the drawing.
- Employees in the Risk Management Department Safety Division are not eligible to participate in the drawings.
- Entrants need not be present to win a prize.

### **Disqualification**

An employee will be disqualified from all prizes (instant winners and grand prize) if they:

- Have more than one (1) Chargeable Accident during the fiscal year. A Chargeable Accident is defined as a preventable accident in which it is determined that the employee was responsible for causing the accident. Specifically, the employee failed to exercise due care and

caution, failed to follow rules and administrative procedures, failed to use proper personal protective equipment, or failed to incorporate available engineering controls, which resulted in the injury or accident. Simply stated, could the employee have reasonably taken action that would have prevented the accident?

- Have more than one (1) Safety Observation Report of documented performance violating an existing City/Departmental safety policy or procedure.
- Have a combination of 1 Safety observation report and 1 chargeable accident.
- Fail to report an accident or injury.

### **Chargeable vs. Non-Chargeable Accidents**

Some GHA employees have jobs that put them at a higher risk every day on the job. To help make this incentive program fair, injuries will be categorized as either "chargeable" or "non-chargeable."

- A "chargeable" accident, as defined above, will count as an injury that disqualifies that whole department from receiving their extra credit card that month.
- A "non-chargeable" accident would be an accident that the employee could not have reasonably taken action to prevent and will not affect the department receiving their safety credit cards that month.
- Each accident, if it is not obvious into which category it falls, will be analyzed by the Department's Safety team or Risk Management Safety Division to determine if it is a "chargeable" or "non-chargeable" accident.

## **Why This Program?**

After comparing many programs, the Safety Incentive Card Program was created by combining multiple safety incentive programs. This program offers

- Immediate Incentive: Instant winner prizes offer immediate incentive for employees to practice safety.
- Long Term Incentive: Grand prizes offer something "big" to look forward too. This continues to encourage employees to collect as many cards as possible to put into the end-of-the-year drawing.
- Team Work: Employees will motivate each other since one way to gain an extra card is by having no injuries in their department for the entire month.
- Individual Work: Employees are still rewarded for doing their own job by gaining cards for attending safety trainings, being spotted doing their job safely and by reporting unsafe conditions.
- Easier to administer than most programs
- Fair as possible: the instant winner cards and end-of-year drawing is random but the more cards employees receive, the better their chances are of winning. This program will hopefully reward employees who consistently help meet our goals by practicing safety.

## **Section 3 – SICK LEAVE**

For those eligible, sick leave will accrue at the rate of one (1) working day per month for each month actually worked to a maximum accumulation of 720 hours. Once an employee reaches the maximum accumulation, accruals cease.

## **Section 4 – INCENTIVE PROGRAMS**

### **A. FITNESS & WELLNESS**

Gainesville Housing Authority encourages all staff to utilize the gym located behind the administrative office.

#### **Eligibility Criteria**

- All Gainesville Housing Authority non-probationary regular and part-time employees are eligible
- Has executed a hold harmless agreement
- Be employed with GHA for at least 6 months
- No formal disciplinary action on file within the last 12 months

#### **Purpose**

GHA's Fitness & Wellness Incentive and Reward Program provides the opportunity for the following:

1. Increase focus and concentration
2. Remain in good general health and mental fitness
3. Decompress and relieve life pressures and stressors

#### **Awards**

Participation in GHA's Fitness & Wellness Incentive and Reward Program will provide an opportunity to earn incentive cards. Each incentive card earned by an employee can be placed into a drawing at the end of the fiscal year or used at the GHA Store.

### **Ways to Earn Incentive Cards**

- Utilization of GHA gym a minimum of 8 times per month (max = 1 card per month)
- Attend health & wellness events/activities (max = 1 card per event/activity)

## **B. PEER to PEER**

Gainesville Housing Authority would like to encourage employees to recognize their peers for outstanding work. Recognition and appreciation are key to high employee engagement and there are times when your peers will see things that management will not. This will give staff the opportunity to shine a light on their fellow teammates as well as ensure HR and upper management is made aware of their outstanding performance. To that affect, GHA would like to implement two peer-to-peer recognition programs: **Pay it Forward & Praise via Post-it**

### **Pay It Forward**

The goal of the Pay It Forward program is to encourage employees to view each received recognition as an opportunity to pay it forward and recognize another peer. As a guide, the types of behavior GHA recommends to be recognized are:

- Showing initiative
- Being team oriented

- Excellence in customer service
- Going above and beyond job requirements
- Stepping up when department is in need

### **Award**

Monthly employees will submit their nominations via email to HR of who they would to Pay It Forward

- a) Employee may only nominate one (1) peer per month
- b) Each nomination must be accompanied with a narrative of the reason for this recognition

Nominations will be due to HR no later than the 25th of each month for recognition if the following month's All Staff Meeting. HR will also provide a Certificate of Recognition to the winner.

### **Praise via Post-it**

- GHA will customize a special post-it note pad and present each employee their own stack.
- Employee will then be able to write words of encouragement and instruct them to leave them on peers' desks
- They can be signed or anonymous

## **C. EMPLOYEE SPOTLIGHT PROGRAM**

GHA's employee spotlight award (SLA) is designed to encourage employees whose performance is outstanding either individually or through teamwork that contributes to the overall objectives of the



organization. Spotlight Award (SLA) is being instituted as an initiative intended to foster high performance culture covering individuals and work teams. The Spotlight awards cover both monetary and non-monetary recognition based on the significance of the contribution.

### Objectives

- The objectives of SPOT Awards are:
- To recognize significant and outstanding value-added contributions of the employees while performing the duties in spite of various constraints
- To recognize and promote positive behaviors that support individual, team, department, organizational mission/vision and business goals and objectives
- To create “role models” for others to emulate and surpass
- To set standards of high performance and to encourage a team-oriented work culture.
- To provide timely recognition to employees to improve employee productivity and quality of work

### Eligibility Criteria

Each Spotlight Award recipient must satisfy at a minimum the following eligibility:

- She/he must be a non-probationary regular staff member
- Be employed with GHA for at least 6 months

- No formal disciplinary action on file within 12 months of date of award
- Written documentation of outstanding performance meriting an award from his/her supervisor

#### Awards

All persons satisfying the program criteria are eligible to be spotlighted by their supervisor. Spotlight awards will be at the discretion of the supervisor and based on the significance of the employee's contribution.

Types of spotlight awards are as follows:

- Employee feature on social media/GHA website
- Gift Card
- Lunch on GHA
- Coupon to GHA Store
- Heartfelt encouraging message/video to employee

#### **D. ANNUAL PERFORMANCE INCENTIVE**

Gainesville Housing Authority wants to promote a company culture where high performance and excellence are not only strived for, but rewarded. GHA will implement a compensation structure that has three parts: COLA, Merit Increase, and Performance Incentive. With this new structure, GHA plans to continue to incentivize those that work to reach organization goals and performance standards.

#### Compensation Structure

1. COLA – annual adjustment to cost of living based on Social Security's adjustment and is granted to all employees that are non-probationary as of April 1 each year.

2. Merit Increase – determined on our salary schedule and granted to employees that score above satisfactory or higher on annual performance review
3. Performance Incentive – each employee has a bonus potential based on budgetary constraints that they are eligible for only if they score above satisfactory or higher on their annual performance review.
  - a. Above Satisfactory – 50% of bonus potential
  - b. Outstanding – 100% of bonus potential

#### Eligibility Criteria

- All Gainesville Housing Authority non-probationary regular and part-time employees are eligible for performance incentives
- Bonuses are subject to budget availability

#### Performance Measurements

All Gainesville Housing Authority's employee performance incentives will be based on the following:

- PHAS
- SEMAP
- REAC
- Strategic Goals
- Customer Service

## **E. CUSTOMER SERVICE AWARD**

Gainesville Housing Authority is customer focused and performance driven. It is our goal to provide excellent customer service to our participants at all times. As such, by promoting and incentivizing the completion of customer service surveys, we will be able to continuously improve as an organization.

Plan Gainesville Housing Authority will create multiple avenues in which staff can ask a participant, landlord, or vendor to complete a customer service survey. The following are examples of different methods that can be added upon in the future:

- Maintenance Door Hangers (to be left after completion of work orders)
- QR Code (to be added on the back of comment cards and business cards)
- Link Within Employee Email Signature

### Eligibility Criteria

In order to be considered for the Customer Service Award, employee must satisfy at a minimum the following eligibility:

- She/he must be a non-probationary regular staff member
- Be employed with GHA for at least 6 months
- No formal disciplinary action on file within 12 months of date of award

### Awards

Each month the employee with the highest average star rating will get to keep the Emoji Bobblehead trophy in their office or maintenance truck.

Customer service ratings will also be factored into annual bonus potential for employees.

Department	Measurement	Score	Bonus Potential
Public Housing	Occupancy	90-100%	Full Bonus
	Rent Collection		
	Lease Enforcement	80-89%	50% Bonus
	Customer Service		
Maintenance	REAC	90-100%	Full Bonus
	Unit Turns		
	Inspections	80-89%	50% Bonus
	Emergency Work		
	Orders		
	Routine Work Orders		
	Customer Services		
Facilities	CFP	90-100%	Full Bonus
	Grand Administration		
	REAC	80-89%	50% Bonus
Intake/Inspections	Occupancy	90-100%	Full Bonus
	Utilization		
	Screening Applicants	80-89%	50% Bonus
	Inspections		
	Abatements		
	Customer Service		
Resident Services	Strategic Goals	90-100%	Full Bonus

	Customer Service	80-89%	50% Bonus
COCC	Strategic Goals	90-100%	Full Bonus
	Customer Service	80-89%	50% Bonus

#### F. EMPLOYEE OF THE MONTH PROGRAM

Gainesville Housing Authority is would not be able to fulfill its mission and vision without the hard ward of its employees. The purpose of the Employee of the Month Program is to recognize employees who have served GHA in an exceptional manner by exemplifying outstanding service through his/her work and exhibiting a positive and supportive attitude.

##### Eligibility Criteria

The following criteria will be used in selecting an Employee of the Month (EOM):

- Must be a non-probationary regular staff member
- Must be employed with GHA for at least 1 year
- Nominees should have reliable attendance of assigned work schedule
- No formal disciplinary action on file within 12 months of date of award  
employees can receive the EOM recognition more than once; however, there must be a break of a minimum of 6 months between awards.
- Nominations not selected as the EOM can be reconsidered up to 6 months from the date first received

##### Program Criteria

A GHA employee who demonstrates the following will be eligible the EOM award:

- Employee must demonstrate a willingness to take initiative beyond regular job assignment, resulting in inspiring and supporting the performance and achievement of others.
- Employee must demonstrate a high quality of work and a commitment to carrying out job responsibilities, is an asset to the department, and serves as a role model for others.
- Employee must demonstrate the ability to work as a team member. Consistently dependable and punctual in reporting for duty, completes assignments on time and has a distinguished attendance record.

#### Process

1. Forms and criteria on the EOM program will be posted in GHA Staff files on Teams or available through the HR department.
2. Nomination are accepted at any time. Submit completed forms to the HR department. Forms must be signed by the nominator.
3. On the 3rd Tuesday of every month, the HR department will go through nominations to ensure they meet above listed criteria. Those that do will be presented to the Board of Commissioners at their regular meeting for final selection.

#### Awards

The EOM program will provide awards to such employees by means that is fair, with equal consideration of all eligible staff.

1. The CEO and the employee's supervisor will present award and 5 Incentive cards to the employee at the GHA All Staff Meeting.

2. Incentive cards can be placed into a drawing at the end of the fiscal year or used at the GHA Store.
3. The Employee of the Month will be featured on the GHA website, social media, and internal newsletter



IN WITNESS WHEREOF, the parties hereunto set their hands this \_\_\_\_\_ day of  
\_\_\_\_\_, \_\_\_\_\_.

GAINESVILLE  
HOUSING  
AUTHORITY

COMMUNICATIONS  
WORKERS OF AMERICA  
AFL-CIO

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
President, CWA Local 3170

\_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_  
CWA Representative