



Union Contract

~ BETWEEN ~

**The International Brotherhood
Of Teamsters
Local Union No. 79**

~ AND ~

**The Hillsborough County
Aviation Authority**



October 1, 2019 - September 30, 2022

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ARTICLE 1 - PREAMBLE

This Agreement is entered into by the Hillsborough County Aviation Authority, State of Florida, hereinafter referred to as the "Authority" and the International Brotherhood of Teamsters, Local Union No. 79, hereinafter referred to as the "Union" for the purpose of promoting harmonious relations between the Authority and the Union, to establish an orderly and peaceful procedure to settle differences which might arise and to set forth the basic and full Agreement between the parties concerning rates of pay, hours of work, and other conditions of employment provided by law.

ARTICLE 2 – RECOGNITION AND DEFINITIONS

A. Recognition

The Authority hereby recognizes the International Brotherhood of Teamsters, Local Union No. 79 as the exclusive bargaining representative for all matters affecting wages, hours, and working conditions as provided in Chapter 447, Florida Statutes, for those employees in the unit certified by the Public Employees Relations Commission, in its certification No. 879 issued December 18, 1989, and as subsequently.

B. Definitions

For the purposes of this Agreement, the following shall serve as definitions of terms used herein:

- Calendar Days: Consecutive days counted as they appear on the calendar.
- Business Days: Weekdays counted inclusive of Monday through Friday, and exclusive of Saturday, Sunday, and holidays identified in Article 24 of this Agreement.

ARTICLE 3 - AUTHORITY'S MANAGEMENT RIGHTS

SECTION 1. Except as expressly limited by any provision of this Agreement, the Authority reserves and retains exclusively all of its normal inherent rights with respect to the management of its operations, whether exercised or not, including, but not limited to, its rights to determine, and from time to time re-determine, the number, location, and type of its various operations, functions and services; the methods, procedures and policies to be employed; to discontinue the conduct of any operation, function or service, in whole or in part; to transfer its operations, functions or services from or to either in whole or in part, any of its departments or other divisions; to select and direct the working force in accordance with requirements determined by the Authority; to create, modify or discontinue jobs; to establish and change work schedules and assignments; to transfer, promote or demote employees; to lay off, furlough, terminate or otherwise relieve employees from work for lack of work, lack of funds, or other legitimate reason; to suspend, discharge or otherwise discipline employees for proper cause; to subcontract work; to alter or vary past practices and otherwise to take such measure as the Authority may determine necessary to the orderly and efficient operation of its various operations, functions and services.

SECTION 2. While the Authority shall have the right to subcontract, it shall not exercise that right in such a manner as to lay off an employee in the classification affected at the time of the subcontracting. The Authority shall have the right, however to assign the employee to other duties, another department or another agency, provided that the employee suffers no reduction in hourly rate as a result of such assignment.

SECTION 3. If in the sole discretion of the Authority, it is determined that civil emergency conditions exist, including, but not limited to, riots, civil disorders, strikes or illegal work stoppages, hurricane conditions or similar catastrophes or disorders, the provisions of this Agreement may be suspended by the Chief Executive Officer during the time of the declared emergency, provided that wage rates and other direct monetary payments shall not be suspended.

SECTION 4. The exercise of the above enumerated rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of this Agreement.

ARTICLE 4 - NON-DISCRIMINATION

SECTION 1. All parties to this Agreement specifically agree that the provisions of this Agreement shall be equally applicable to all members of the unit without regard to race, color, religion, creed, sex, national origin, age or disability as provided by law, membership or non-membership in the Union or legitimate activity as required in this Agreement in behalf of the members of the bargaining unit.

SECTION 2. All references to employees of the male gender are used for convenience only and shall be construed to include both male and female employees.

ARTICLE 5 - REPRESENTATIVES OF THE PARTIES

SECTION 1. The Authority agrees that during the terms of this Agreement, it will deal only with the authorized representatives of the Union in matters requiring mutual consent or other official action called for by this Agreement. The Union agrees to notify the Authority of the names of such authorized representatives as of the execution of this Agreement and replacements therefore during the term of this Agreement.

SECTION 2. The Union agrees that, during the term of this Agreement, the Union and the members of the bargaining unit shall deal with the Authority's designated representative or the representative's designee in matters requiring mutual consent or other official action during the term of this Agreement and specifically the Union agrees that neither the Union nor the employees hereunder shall seek to involve the Authority's appointed officials in the administration of this Agreement or otherwise in the operation of the Authority's services, unless all administrative remedies have been exhausted.

ARTICLE 6 - REPRESENTATIVE ACCESS

The Authority agrees that official representatives of Local Union 79 shall have access to the Employer's establishment for the purpose of investigating grievances, adjusting disputes and posting or removing notices from the Union bulletin board; provided, however, that the Union representative first notify the department director or their designated representative of his/her intended presence on the premises. The Union agrees that such visits will not interfere with the normal duties of employees or the operation of the Authority's business and that no employee will be approached while on duty without prior permission of the department's director or his/her designated representative.

ARTICLE 7 - UNION STEWARDS

SECTION 1. The Union shall notify the Authority in writing of the names of its appointed Union Stewards. The Authority agrees that during the term of this Agreement, it will deal only with the authorized representatives of the Union in matters requiring mutual consent or other official action called for by this Agreement.

SECTION 2. Neither Union Stewards nor unit employees shall leave their posts or work stations for the purpose of investigating, handling or settling grievances without the express permission of their Division Supervisor. Union Stewards shall not contact any employee or other person concerning grievance matters or Union business during either the working hours of the Union Steward, or the working hours of any employee sought to be contacted, without the expressed permission of the Division Supervisor of the employee involved.

SECTION 3. Employees shall have the right to have a representative present at any investigatory meeting, which may result in discipline.

SECTION 4. Union Stewards shall have the right to request time off solely for the purpose of processing grievances or engaging in collective bargaining on behalf of employees in this collective bargaining unit, provided, however, that not more than three (3) such stewards shall have the right to receive such permission at any one time and provided, further, that the Union give the Authority reasonable notice of the time off desired. Such requests shall be submitted in writing by the Union to the Authority's designated representative and shall not be unreasonably denied. Upon recommendation from a department director, the Director of Human Resources or their designated representative may approve time off for other purposes as appropriate. The maximum aggregate number of paid hours available under this section shall be two hundred and fifty (250) hours during one fiscal year. Up to seventy-five (75) hours of unused time may be carried over to the succeeding fiscal year, for a maximum of three hundred twenty-five (325) accumulated hours. The Authority shall provide a form to the Local Union accounting the number of hours used and balance of hours at the end of each fiscal year.

ARTICLE 8 - DUES CHECK-OFF & D.R.I.V.E.

SECTION 1.

Employees may authorize payroll deductions on a form provided by the Union for the purpose of paying Union dues and D.R.I.V.E. (Democratic, Republican, Independent, Voter, Education) contributions. The Authority shall be required to deduct and transmit only one (1) deduction per employee.

SECTION 2.

The Union will initially notify the Authority as to the amount of deductions. Changes in Union deductions will be similarly certified to the Authority and shall be done at least one month in advance of the effective date of such change.

SECTION 3.

Deductions shall be deducted not less than monthly and the funds shall be remitted to the Treasurer of the Union on a monthly basis. The Union will indemnify, defend, and hold the Authority harmless against any claims made and against any suits instituted against the Authority on account of payroll deduction of Union dues.

SECTION 4.

The payroll deduction shall be revocable by the employee or the Union within thirty (30) days written notice to both the Union and the Authority.

ARTICLE 9 - UNION BULLETIN BOARDS

SECTION 1. The Union shall have the use of two accessible bulletin boards which boards will be designated by the Authority.

SECTION 2. Union bulletin boards shall be protected in a lockable enclosed glass case which shall have a key provided to the Union Steward for access.

SECTION 3. Names of Union representatives/stewards shall be posted on the Union bulletin board.

SECTION 4. All official notices of the Union will be on Union letterhead and must be signed by a Union Official. No notice shall be posted until a copy has been furnished to the Authority's designated representative, or the senior managerial officer on duty. The Local Union shall instruct the Union Steward to remove any unauthorized literature from the board. Unauthorized material may be removed by the Authority, and notice given to a Union Steward.

SECTION 5. A copy of this Agreement shall be kept in the enclosed bulletin board and the Authority shall furnish each member of the unit and the Union with a copy upon request.

ARTICLE 10 - PERSONNEL RECORDS

SECTION 1. Employee personnel records shall be considered confidential in nature and not released for inspection to any unauthorized person unless such release is required by law (i.e., public records request).

SECTION 2. There shall be one official personnel file maintained by the Authority for each employee. Should another file be maintained at department level, it shall be a duplicate of the official file.

SECTION 3. Personnel files rightfully may be reviewed and duplicated by the employee providing the employee bears the cost of any such duplication.

SECTION 4. If the employee's personnel file contains material which that employee considers to be detrimental then that employee has the right to have included in the file a written refutation. Such refutation may include witness statements.

SECTION 5. Letters of complaint will not be inserted into the employee's personnel file unless the complaint has been investigated and the accused employee has had the opportunity to respond to the allegations and a final determination on the merits of the complaint has been made by the Authority. Where the determination is made that the complaint is unfounded or false, neither the complaint nor the finding shall be placed in the employee's file.

ARTICLE 11 – SAFETY, HEALTH & LABOR MANAGEMENT MEETINGS

SECTION 1. The Authority will make every reasonable effort to provide and maintain safe working conditions. As such, the Union will cooperate and encourage employees to work in a safe manner. Employees should review, understand and comply with the following Authority Standard Procedures as they relate to safety:

S250.05 Motor Vehicle Use, S250.08 Vehicular Accidents, S251.01 Employee Safety Program, S251.02 Employee Safety Manual, S603.01 Drug Free Workplace, S670.03 Licensing of Vehicle Operators or any subsequent amendments or modifications.

Employees are not only responsible for maintaining a valid driver's license, but also maintaining the appropriate level of driver's license and reporting any changes in that status to their Supervisor within twenty-four (24) hours.

Employees required to maintain a valid commercial driver's license are subject to random drug and/or alcohol testing as stated in Authority Standard Procedure S603.01.

Operating an Authority vehicle without a valid proper license is grounds for termination.

SECTION 2. The staff representative of the Union and the Authority's designated representative or that representative's designee shall meet periodically as needs arise to discuss mutual concerns. Requests for meetings shall identify the issue to be discussed and shall not be unreasonably denied.

SECTION 3. The Authority will advise Local Union No. 79 of scheduled meetings of the Authority's Safety Committee and if scheduling permits, the Local Union representative, and or his designee may attend.

Minutes of the meetings will be sent to the Union upon request.

SECTION 4. No employee shall be compelled to perform work in an unsafe manner. Should an employee believe a working condition could lead to personal injury, the unsafe condition(s) shall be immediately reported to their supervisor for advisement. It is understood that abuse of this provision may lead to disciplinary action, up to and including discharge for insubordination.

SECTION 5. Workplace Violence: In an effort to maintain a violence free workplace, the Authority will not condone, permit, or tolerate violence in the workplace, and is committed to maintaining an environment that has zero tolerance for all forms of violence including verbal or physical threats as well as all forms of intimidation such as harassment, and abusive language. Employees will report all threats, acts of violence, either physical or verbal, to a supervisor who is not the source of such action. The supervisor will inform the Director of Human Resources or their designated representative, who will coordinate an investigation into the allegation.

SECTION 6. Drug free Workplace

The Authority's goal is to maintain a workforce free from use of illegal drugs and abuse of alcohol on the job. Procedure S603.01 Drug Free Workplace is based on the Federal Drug Free Workplace Act of 1988 and Florida's Drug free Workplace Act.

The Authority recognizes that alcoholism and drug abuse can be successfully treated. Employees who are concerned with their alcohol or drug abuse are strongly encouraged to voluntarily enter counseling or rehabilitation programs before alcohol and drug problems lead to poor work performance or disciplinary actions.

ARTICLE 12- NO STRIKE

SECTION 1. The Union agrees that during the term of this Agreement it shall not authorize, instigate, condone, excuse, ratify, support, or acquiesce in any strike, slow down, picketing, work stoppage or any other act of like or similar nature likely to interfere with the efficient operation of the Authority's affairs engaged in or supported by members of the Union and/or employees represented by the Union or other agents or representatives of the Union or its affiliates.

SECTION 2. Should the Union breach this Article, the Union agrees that the Authority may proceed to the appropriate court and, without notice, obtain an injunction against such breach, that the Authority may recover from the Union or its successor in interest such damages as may be incurred, together with punitive damages and attorneys' fees, and that the Authority may take any other action authorized or required by law.

ARTICLE 13 - JOB DESCRIPTIONS

SECTION 1. Notification of Revisions

There will be thorough and complete job descriptions for all employee classifications covered by this Agreement. There shall be no residency requirement for the employees covered by this Agreement. The Authority will notify the Union of any additions or deletions in job function duties, skills or knowledge expressed in written Authority job descriptions initiated by the Authority and shall discuss such proposed additions or deletions with the Union at least ten (10) days prior to the change.

SECTION 2. Working Outside of Job Descriptions

It is understood and agreed by both parties that the duties performed by members of the bargaining unit cannot always be covered by job descriptions and, therefore, members of the bargaining unit may be required to perform duties in addition to those listed within the current job descriptions which are, in the judgment of the Authority, related to the purposes of the Aviation Authority, which judgment shall not be arbitrary, capricious or unreasonable. However, when an employee is assigned to fill in for another employee and perform the work of an employee assigned to a higher pay grade, for forty (40) consecutive hours or more, per Authority Procedure S611.12 Acting Pay, he/she shall receive a seven percent (7%) or minimum of the range (whichever is greater) increase above their current hourly rate of pay, for all time spent in such assignment.

ARTICLE 14 - WORK RULES

SECTION 1. Prior to implementing any change in Authority Rules or Regulations or Standard Operating Procedures or other written policies directly affecting unit employees, the Union shall be provided ten (10) business days' notice and an opportunity to evaluate and discuss such change with the Director of Human Resources.

SECTION 2. The issue of whether such proposed change conflicts with this Agreement shall be subject to the grievance procedure contained herein.

SECTION 3. There will be a copy of Authority Standard Procedures and Maintenance processes available on the Intranet.

ARTICLE 15 - DISCIPLINARY ACTION

SECTION 1. No employee shall be disciplined or discharged except for proper and just cause. Reasons for discipline are listed in Hillsborough County Employee Discipline Appeal Process. Progressive, consistent, and appropriate discipline will be administered; the seriousness of the offense shall determine at what stage in the process disciplinary action is initiated. Disciplinary action may include:

- (a) Letter of Counseling.
- (b) Written Reprimand.
- (c) Suspension.

(d) Dismissal.

SECTION 2. While demotion is considered a disciplinary action, it is not to be considered a part of the normal progressive disciplinary process.

SECTION 3. Employees will be advised in writing of the basis for any proposed disciplinary action which may result in loss of pay or employment per the Hillsborough County Employee Discipline Appeal Process.

SECTION 4. After two (2) years with no further disciplinary action, a letter of counseling or reprimand shall not be considered for progressive discipline.

SECTION 5. Citizen letters of complaint on which no disciplinary action was taken will not be considered in any personnel determination when the letter is over one (1) year old.

SECTION 6. Employees covered by this Agreement shall have the right to periodically review any written material existing in a formal or informal file maintained by the Authority which is used as a basis for either merit increase review or disciplinary action.

SECTION 7. In the event that an employee's department director determines that there is cause for suspension, demotion, or termination of any employee, then Human Resources shall so notify the employee in writing.

SECTION 8. With regard to any disciplinary meeting or discussion that could lead to discipline, the bargaining unit employee shall have a right to have a Teamsters representative present per their Weingarten rights. Any bargaining unit employee who is scheduled for a disciplinary hearing who refuses their Weingarten rights, must sign a waiver indicating as such that will be provided to the Union.

SECTION 9. The Authority shall send the local union business agent a copy of all written reprimands, suspension and/or discharge letters for bargaining unit employees no later than five (5) business days from the notification date to the employee.

SECTION 10. The Authority shall notify the stewards and the union business agent of any and all due process and pre-disciplinary hearings when they are scheduled. The Authority shall be flexible with times and dates of the hearing to accommodate union representation to the extent possible.

SECTION 11. All pre-disciplinary hearings shall be scheduled within fourteen (14) business days of the date the Authority became aware of the incident. This time frame can be extended by mutual agreement which will not be unreasonably denied.

ARTICLE 16 - GRIEVANCE PROCEDURE

SECTION 1. A grievance shall be defined as any difference, dispute or complaint regarding the interpretation or application of the terms of this Agreement. All grievances filed shall contain a concise statement of the facts alleged to support the grievance. A Union Steward may be present, upon request, during all grievance meetings.

SECTION 2. Any grievance protesting the suspension, demotion or termination of any employee, or grievances filed by the Union, shall be presented at Step 3 of this procedure. All other grievances shall be processed in accordance with the following procedure:

STEP 1

The grievant shall present orally or in writing his grievance to his/her section Supervisor (in Maintenance this would be the section Superintendent) within ten (10) business days of the date that the employee knew or should have known of the action giving rise to the grievance. The supervisor shall reach a decision and communicate a response to the grievant within three (3) business days from the date the grievance was received.

STEP 2

If the grievance is not resolved at Step 1, the grievant may, within five (5) business days of receipt of the Step 1 response, reduce the grievance to writing, and submit a copy to the department director, who will sign and date the grievance in acknowledgement of receipt. The department director, or designee, will investigate the matter and respond to the grievant in writing within five (5) business days.

STEP 3

If the grievance is not resolved at Step 2, the grievant may forward the written grievance signed by the department director along with the Step 2 response to the Local Union for processing. At the discretion of the Local Union, the grievance shall be forwarded to the Director of Human Resources within ten (10) business days along with a cover letter requesting a date and time for a formal grievance hearing in which the grievant and the Union Steward may be present. At the conclusion of the hearing, the Director of Human Resources shall communicate a decision to the Local Union in writing within five (5) business days.

STEP 4

If the grievance is not resolved at Step 3, the Union may notify the Director of Human Resources of its intent to arbitrate within thirty (30) calendar days of the Step 3 decision. The notice of intent to arbitrate shall state the specific section or sections of this Agreement claimed to have been violated and shall contain a short statement of facts upon which the grievance is based. Concurrently, said party shall request from the Federal Mediation and Conciliation Service a list of seven (7) names of qualified arbitrators. Within five (5) calendar days after the receipt of such list, representatives of the parties and each strike three (3) names. The party filing the grievance shall strike the first name. The remaining name shall be notified of his selection as arbitrator. As promptly as can be arranged, but no later than thirty (30) calendar days from the date of selection of an arbitrator, the arbitration hearing shall be held. In the event the arbitrator selected is not available in the time required, the parties shall immediately obtain a new list of arbitrators from the Federal Mediation and Conciliation Service and select another arbitrator. Each party shall pay its own expenses for its representative, legal counsel and witnesses. The fees of the arbitrator and other expenses of the arbitration, including the appearance fee of a court reporter shall be shared equally by the Authority and the Union. The decision of the arbitrator shall be final and binding on both parties. The arbitrator shall have no power to amend, add to or subtract from the terms of this Agreement.

SECTION 3. The time limits specified herein may be extended by mutual agreement in writing. Grievances not appealed to the next higher step within the prescribed time limits will be considered settled on the basis of the last answer by Management. Failure by Management to observe time limits for any step of the grievance procedure shall entitle the employee to advance the grievance to the next step.

SECTION 4. The Union shall be notified of any meeting called for the resolution of a grievance regardless of their Union membership.

ARTICLE 17 - HOURS OF WORK AND OVERTIME

SECTION 1. The normal work week for unit employees shall be as set forth herein

(A) Airport Operations Center (AOC)

In recognition of the AOC staff as essential 24/7 emergency personnel, the expectation is that employees will remain in the AOC work area during their lunch period with the possibility that circumstances could necessitate a return to work. All AOC employees shall normally work a 40 hour work week schedule which may consist of a combination of eight hour shifts, 10 hour shifts, or 12 hour shifts. The shift shall include a paid thirty minute lunch period and two paid fifteen minute breaks per shift. The work week shall begin on Sunday and end at midnight on Saturday.

(B) Maintenance Department

All employees shall have a normal schedule of a forty (40) hour work week beginning on Sunday and ending at midnight on Saturday, with two paid fifteen minute breaks per shift and an unpaid thirty minute meal period to be taken at a time determined by the Authority.

In recognition of the possibility that emergency circumstances could necessitate a return to work during lunch, employees who as part of their regular schedule work the evening shift, midnight shift, Saturday, Sunday or holidays shall work a schedule of eight hours and fifteen minutes (8:15) or ten hours and fifteen minutes (10:15) for all shifts which occur during such periods. The shift shall include a thirty minute lunch period (fifteen minutes paid and fifteen minutes unpaid) and two paid fifteen minute breaks per shift to be taken at a time determined by the Authority. Any shift which occurs outside of the evening shift, midnight shift, Saturday, Sunday or on a holiday will be worked in accordance with above.

(C) Guest Services Representative and Senior Guest Services Representative

All employees assigned as Guest Services Representatives shall have a normal schedule of five (5) eight hour days or four (4) ten hour days, plus an unpaid thirty minute meal period, beginning on Sunday and ending at midnight on Saturday with two paid fifteen minute breaks per shift to be taken at a time determined by the Authority.

(D) Flexible Work Schedule

Flexible work schedules may be allowed in accordance with Authority Standard Procedure S611.05, Flexible Work Schedule.

SECTION 2. Employees shall not be unreasonably restricted from taking meals or breaks in any food establishment on airport property.

SECTION 3. Whenever a shift rotation occurs, no member shall be required to work a double shift.

SECTION 4. Any employee, who in the exercise of official duties is ordered or required by the Authority to appear before any person or Agency on a regular day off shall receive credit for a minimum of two (2) hours worked or the hours actually worked, whichever is greater.

SECTION 5. All time worked in excess of forty (40) hours weekly shall be considered overtime for which employees will be paid at the rate of one and one-half (1-1/2) times their normal hourly rate or at the employee's request, deposited into their compensatory leave bank as provided in standard procedure S641.15 Compensatory Leave. The calculation of overtime within a workweek will not include time taken as uni-leave. Employees who are required to take time off in lieu of overtime during the same work week must be so notified in writing at the time the excess work hours are assigned. The employee's preference as to the day on which such time off is to be taken will be considered by the Authority.

SECTION 6. Because of the nature of Authority business, some employees may be required to work on authorized holidays. These employees will be paid at their regular rate for hours worked and the Holiday hours will be included as time worked toward the calculation of overtime or at the employee's request, have the hours deposited into their compensatory leave bank as provided in standard procedure S641.15, or choose to take a day off in lieu within the sixty (60) days following the holiday. If the holiday falls on the employee's scheduled day off, the employee may take a day off in lieu of the holiday within the 1st sixty (60) days of the holiday at their regular rate of pay.

SECTION 7. Any employee who is: (a) called back to work after leaving the Authority premises, (b) called in on a day off, or (c) called in more than two (2) hours prior to the start of that employee's shift shall receive such credit as is specified by Authority procedure S611.03 Emergency Call In Process.

SECTION 8. Nothing in this Agreement shall limit the right of the Authority to require employees to work overtime or to establish Rules and Regulations regarding authorization for overtime and procedures for the recording and tabulation of hours worked.

SECTION 9. Unit employees may engage in additional employment during their off duty hours with prior permission from their department director. Such permission will not be unreasonably denied, however, no employee may engage in outside employment which would conflict with the hours the employee is scheduled to work for the Authority or interfere in any way with the satisfactory or impartial performance of the employee's official duties.

SECTION 10. All time and payment shall be in accordance with S611.01 Payroll and Time Reporting. Employees will be paid for actual time worked.

SECTION 11. An employee shall not have his regular work schedule changed solely to avoid the payment of overtime. Normally, new shift schedules shall be posted at least seven (7) days prior to the effective date.

SECTION 12. Short-Term Schedule Changes

Temporary schedule changes (lasting 30 days or less) shall be filled in seniority order within the eligible work group. In the event no employee accepts the change in hours, the least senior employee shall be assigned, and whenever possible given a minimum of twenty-four (24) hours written notice. The eligible work group includes personnel within the classification who are not already scheduled to work the hours to be covered and are routinely scheduled to perform the work required. Nothing in this Section shall prevent the Authority from utilizing a shift extension and/or early call-in to satisfy a staffing need; however, seniority shall be recognized whenever possible.

SECTION 13. Long-Term Changes

Permanent schedule changes (lasting more than 30 days) shall be filled in seniority order in accordance with the seniority provisions of the Agreement (Article 20), and such changes shall not go into effect with less than two (2) weeks advance notice given to the affected employees.

ARTICLE 18 – UNIFORMS, TOOLS & MAINTENANCE ALLOWANCE

SECTION 1. The Authority shall continue to provide uniforms to unit members currently with uniforms. Maintenance of uniforms for Guest Services Representatives and Senior Guest Services Representatives shall be the responsibility of the employee. The sum of \$600.00, payable \$300.00 in the first paycheck of December and May, shall be paid to employees in these classifications who are actively employed and who have completed their initial probationary period on or before the date of payment.

SECTION 2. Employees in those classifications who are required to utilize tools will be furnished those required tools by the Authority under the following terms and conditions:

- a. Upon issuance of tools, a written list of tools issued shall be prepared by the Authority and signed by the employee.
- b. No employee shall remove any Authority tools from the Authority premises without the prior written permission of the employee's supervisor.
- c. The Authority will replace at no charge to the employee tools which, during ordinary and reasonable use are broken or worn out.
- d. Employee shall be solely responsible for the cost of replacing any missing tools, regardless of the reason for their disappearance other than loss as a result of forcible entry and theft from the employee's locker where the commission of said crime is certified in writing in a police report.
- e. Tools shall be inventoried at least semiannually and upon the termination or change of status of an employee. Tools missing shall be replaced by the Authority and the cost of said replacements shall be deducted from the employee's wages.

SECTION 3. The Authority shall provide one (1) pair of safety shoes of a style and type selected by the Authority to those employees employed in the job classifications designated by the Authority. The safety shoe allowance shall be up to \$135 per year. Replacement, though intended to be annually, may be sooner due to wear and tear as determined by the employee's superintendent.. Winter jackets of a style and type selected by the Authority shall be provided to employees in those classifications designated by the Authority. Employees in the Maintenance Division will be furnished gloves.

SECTION 4. If in the course of performing his/her duties an employee should break or damage their glasses, the Authority shall pay for the replacement/repair of the glasses. Such breakage or damage must be reported prior to the end of the shift on which it occurred to be compensable.

ARTICLE 19 - LEGAL BENEFIT

The Authority agrees that it shall defend and hold harmless any employee for any action in tort for damages suffered as a result of an act, event or omission of action in the scope of the employee's employment, unless such employee acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety or property, as set forth in Florida Statute 768.28. The parties agree that the purpose of this Article is to contractually affirm the protection given the employee in Florida Statute 768.28. The parties further agree that this Article shall not be construed to afford to the employees any defense or any protection from liability or damages not afforded by Florida Statute 768.28.

ARTICLE 20 - SENIORITY AND LAYOFF

SECTION 1. Seniority Rights

A. When employee qualifications, skills and abilities are reasonably equal, seniority shall prevail within a workgroup for the selection of scheduled shifts and overtime opportunities, excluding holidays. This process shall include polling employees for their preference of selection. In the event no employees voluntarily accept such shifts, or overtime opportunities, the Employer may force from the bottom up (of the seniority list) to fill the open shift or overtime opportunity.

B. For the purpose of this Agreement, a workgroup shall be defined as a group of employees who are normally included within the departmental section (i.e.: Landscaping, HVAC, Projects) in which the scheduled shift and overtime opportunity exists. Unscheduled overtime opportunities may be filled by the workgroup that is currently on shift.

C. The provisions of this Section shall not be used to cause any disruption of work or jeopardize the Authority's ability to carry out its mission.

D. The Authority shall semi-annually (February and July) post and maintain an accurate seniority list for members of the bargaining unit by department and by job classification. Employees shall have the right to challenge their placement on the seniority list through the grievance procedure contained herein.

E. Except for the Reduction In Force (RIF) process, seniority will be based on time in section and then time in class.

F. In order for a current Authority non bargaining unit employee to be assigned into a bargaining unit position, there must be a vacancy. The non-bargaining unit employee may apply for the vacant position and if a bargaining unit employee also applies for the same vacancy, the Authority shall consider seniority and qualifications in the selection process. The person selected would then have their seniority in that class begin the day they are assigned to the vacancy.

SECTION 2. Layoff (Reduction In Force/RIF)

A. Seniority by job classification, shall prevail in cases of layoff. The use of any part time or temporary employees shall not result in the layoff of any member of the bargaining unit as of the date of this Agreement. The layoff procedure and employee rights presently specified by Authority procedure S631.04 Reduction In Force shall govern layoff except as provided herein.

B. If reduction in force within the bargaining unit requires the layoff of a bargaining unit employee, the affected employee may, at their option, revert to a lower unit position they held prior to their present position provided their time in the lower class conforms to seniority rights. If this movement requires a further reduction in force, the same shall be accomplished in accordance with Section 1 above, and the process be continued through the ranks.

ARTICLE 21 - WAGES

SECTION 1. Pay Grades

Pay Grades and hourly rates of pay shall be those defined by the attached Appendix A. Should the Authority increase these wage schedules, Appendix A shall be adjusted accordingly. No adjustment will be made to Appendix A as a result of a decrease in the wage schedules by the Authority.

SECTION 2. Merit Raises

Employer merit pay systems based on performance must be fair and equitable and apply to all bargaining unit positions with the same percentage increase provided to classified non-bargaining unit Authority employees. Where an employee is denied a merit increase, he/she shall be informed of the reasons in writing.

SECTION 3. Cost of Living Adjustments (COLA Raises)

Bargaining unit employees shall be eligible for the same COLA provided to classified non-bargaining unit Aviation Authority employees.

ARTICLE 22 - YEARS OF SERVICE RECOGNITION PAY

Bargaining unit employees will participate in the Authority's Years of Service Recognition Pay on the same basis and the calculated formula used as other classified employees as per standard procedure S611.11 Years of Service Recognition.

ARTICLE 23 - UNI-LEAVE

SECTION 1. Bargaining unit employees will participate in the Authority's Uni-Leave Plan on the same basis as other employees per S641.07 Uni-Leave Program.

SECTION 2. Following the annual shift bid process, defined for each functional area below, uni-leave selections will be based on seniority. For more information on each process, refer to Maintenance Process MP641.04, and to the department director or the designated representative for the Airport Operations Center and Guest Services.

ARTICLE 24 - HOLIDAYS

SECTION 1. Bargaining Unit employees will observe Authority holidays per S641.06 Holidays the dates of which will be determined by the Authority.

SECTION 2. Holiday pay shall be administered in accordance with Authority policy and procedure.

(a) An employee working the Holiday will have compensation options in accordance with S641.06 Holidays.

SECTION 3. No payment for a holiday shall be made unless the employee was in a paid status on the regularly scheduled work day immediately preceding and immediately following the holiday.

ARTICLE 25 - OTHER TYPES OF LEAVE

SECTION 1. Jury Duty. The Authority will grant leave with full pay for jury duty in accordance with S611.01 Payroll and Time Reporting.

SECTION 2. Military Leave. Military leave shall be granted in accordance with S611.15 Military Leave Pay.

SECTION 3. Leave Without Pay. The Authority may approve leaves of absence without pay on a case-by-case basis for extraordinary circumstances as determined by the Director of Human Resources.

SECTION 4. Bereavement Leave. Bereavement leave shall be granted in accordance with Authority standard procedure S611.13 Bereavement Leave Pay. Bargaining Unit employees will receive up to thirty-two (32) working hours of paid leave to facilitate attendance at the funeral.

SECTION 5. Blood Donors. Employees are encouraged to participate in Authority sponsored blood drives on site. Employee participation shall be coordinated through their supervisor and shall not be unreasonably denied. Time away from the work area will not be charged to employee unileave.

ARTICLE 26 – HEALTH, ACCIDENT & LIFE INSURANCE

SECTION 1. The Authority shall provide, for the life of this Agreement, the health, accident and life insurance benefits negotiated with its group insurance carrier as from time to time renegotiated by that group. The Authority has agreed that such medical insurance programs approved by its Insurance Committee will be provided to unit employees on the same basis as is provided to non-unit employees. HCAA benefits are outlined in S641.01 Medical and Dental Insurance, S641.02 Life Insurance, and S641.03 Health Insurance Subsidy. The Authority shall notify the bargaining unit of any proposed benefits changes and/or premium increases.

SECTION 2. The employer will provide a long term disability plan (LTD) to active full-time employees working at least 30 hours per week. The "Core Benefit" is provided to each eligible employee at no cost, while an "Optional Benefit" providing increased benefits will be available with employee participation.

ARTICLE 27 - EDUCATIONAL BENEFITS

The Authority shall continue its education benefits policy for the life of this Agreement per S642.01 Employee Supplemental Education and Florida Statute. The Authority reserves the right to restrict payment amounts so as not to exceed tuition rates at local state institutions. The Authority shall consider Veterans Administration payments a duplicate payment to payments under the Authority's Education Plan.

ARTICLE 28 - ASSIGNMENT TO SUPERVISORY POSITIONS

Any unit employee assigned to the position of Acting Supervisor for a period of ten (10) consecutive working days or more shall receive a premium pay of a 7% increase or minimum of the range (whichever is greater) for all hours worked in such assignment.

ARTICLE 29 - SHIFT PREMIUM AND PAY

SECTION 1. Shift premium pay is defined as premium pay based on scheduled hours worked. Employees regularly assigned to shifts starting between the hours of 1400 and 0300, including shifts beginning at 1400 and 0300, shall receive shift premium as provided herein.

SECTION 2. All employees who work a regularly scheduled shift, which meet the above conditions are eligible. A regular schedule is any shift which is repeatedly and routinely scheduled by the department, in advance, as the normal course of work for employees. Neither employees nor the department may reschedule employees for the sole purpose of qualifying for shift premium.

SECTION 3. Payment shall be \$1.35 per hour for the hours of premium work per week. Payment for leave time shall be at the employee's regular rate of pay and shall not include any shift premium pay. Payment shall be to employees actually working the premium shift.

SECTION 4. Employees who are assigned to an irregular work schedule shall also be eligible for shift premium pay for shifts which meet the eligibility requirements of this Section.

SECTION 5. During the term of this Agreement, the Authority and the Union may discuss modifications to this section. Should an agreement be reached to modify ARTICLE 29 (Shift Premium Pay), it will be implemented at a time mutually agreeable to both parties.

ARTICLE 30 - MILEAGE REIMBURSEMENT

SECTION 1. Anytime a bargaining unit employee is temporarily assigned and reports directly to another Authority airport for a period of more than five consecutive days, the employee will be paid mileage for the difference between his normal travel distance to/from work and any additional miles driven due to the reassignment.

SECTION 2, Mileage will be determined by using the employees' home address, the address of the Tampa International Airport Airfield Maintenance facility and the airport to which the employee is temporarily assigned; MSN Maps & Directions, MapQuest, or other similar satellite based mapping program will be used to calculate the mileage from location to location. The reimbursement rate shall be based on the current IRS rates at the time of the work assignment.

SECTION 3. Employees will start receiving the mileage reimbursement effective with the sixth day of the temporary assignment.

ARTICLE 31 - PREVAILING RIGHTS

All rights and working conditions enjoyed throughout the Authority by the employees at the present time covered by written order or known to any of the department heads which are not included in this Agreement shall be presumed to be reasonable and proper and shall not be changed by the Authority in an arbitrary or capricious manner; provided, that nothing contained herein shall limit the Authority's rights under ARTICLE 14, Work Rules.

SECTION 1. Any fringe benefits available to non-bargaining unit employees shall, unless specifically modified by this Agreement, be available to bargaining unit employees.

ARTICLE 32 - CONTRACT CONSTITUTES ENTIRE AGREEMENT

The parties acknowledge and agree that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter included by law within the area of collective bargaining and that all understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, each voluntarily and unqualifiedly waives the right to require further collective bargaining, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter or subject not specifically referred to or covered by this Agreement. This Agreement contains the entire contract, understanding, undertaking, and agreement of the parties hereto and finally determines and settles all matters of collective bargaining for and during its term, except as may be otherwise specifically provided herein.

ARTICLE 33 – DURATION, MODIFICATION, AND TERMINATION

SECTION 1. This Agreement shall be effective as of the 1st day of October, 2019 and shall continue in full force and effect until the 30th day of September 2022. At least ninety (90) days prior to the termination of this Agreement, either party hereto shall notify the other in writing of its intention to modify, amend, or terminate this Agreement. Failure to notify the other party of intention to modify, amend, or terminate, as herein set forth, will automatically extend the provisions and terms of this Agreement for a period of one (1) year, and each year thereafter absent notification.

This Agreement shall be in full force until the expiration date of this Agreement or the completion of the statutory impasse procedure, whichever is later.

SECTION 2. Should any material provision of this Agreement, which was valid at the time of the execution of this Agreement, be rendered invalid by the action of any court of law, then, upon written notice within thirty (30) days of the event, this contract may be reopened.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals this _____ day of _____, 2019.

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, LOCAL UNION NO. 79

HILLSBOROUGH COUNTY AVIATION
AUTHORITY

By:  _____
Sharon Ayala, Business Agent

By: _____
Robert Watkins, Chairman

 _____
Wayne Thompson, Union Steward (Airfield)

APPENDIX A
PAY GRADES & HOURLY RATES OF PAY
For the period of
October 1, 2019 to September 30, 2022

TITLE	GRADE	MINIMUM	MAXIMUM
Electrician I	NE1	\$14.42	\$26.97
Multi-Trades Worker I	NE1	\$14.42	\$26.97
Equipment Mechanic I	NE2	\$15.82	\$29.66
Guest Services Representatives	NE2	\$15.82	\$29.66
Airport Dispatcher Trainee	NE2	\$15.82	\$29.66
Electrician II	NE2	\$15.82	\$29.66
Multi-Trades Worker II	NE2	\$15.82	\$29.66
Ornamental Horticultural Assistant	NE2	\$15.82	\$29.66
Refrigeration / A.C. Mechanic I	NE2	\$15.82	\$29.66
Equipment Mechanic II	NE3	\$17.36	\$32.55
Refrigeration / A.C. Mechanic II	NE3	\$17.36	\$32.55
Senior Guest Services Representatives	NE3	\$17.36	\$32.55
Automated Device Mechanic	NE3	\$17.36	\$32.55
Multi-Trades Worker III	NE3	\$17.36	\$32.55
Refrigeration / A.C. Mechanic III	NE3	\$17.36	\$32.55
Property Control Specialist	NE3	\$17.36	\$32.55
Electrician III	NE3	\$17.36	\$32.55
Senior Airport Dispatcher	NE4	\$19.04	\$35.72
Electronics Technician II	NE4	\$19.04	\$35.72
Equipment Mechanic III	NE4	\$19.04	\$35.72
Maintenance Leader	NE4	\$19.04	\$35.72
Senior Heating/Ventilation/A.C. Tech	NE4	\$19.04	\$35.72
Senior Property Control Specialist	NE6	\$22.98	\$43.08
Electronics Technician III	NE6	\$22.98	\$43.08