

Collective Bargaining Agreement

Between

Utilities Commission

City of New Smyrna Beach, Florida

And

Local 2088

**International Brotherhood
of
Electrical Workers**

Effective July 1, 2007

Expires June 30, 2010

TABLE OF CONTENTS

ARTICLE I	1
PURPOSE AND INTENT	1
ARTICLE II	2
RECOGNITION AND REPRESENTATION	2
2.1 EXCLUSIVE REPRESENTATION	2
2.2 INTERPRETATION.....	2
ARTICLE III	3
CONDITIONS OF EMPLOYMENT	3
3.1 UNION MEMBERSHIP	3
3.2 DISCRIMINATION	3
3.3 AMERICANS WITH DISABILITIES ACT (ADA).....	3
3.4 OUTSIDE EMPLOYMENT.....	4
3.5 NEW COLLECTIVE BARGAINING AGREEMENT	4
3.6 UNION BULLETIN BOARD.....	4
3.7 PROBATION.....	4
3.8 WAIVERS	5
3.9 EFFECT OF LAW	5
3.10 WORK COVERED	5
3.11 UNIFORMS	6
3.12 WORK SHOES/BOOTS AND SAFETY GLASSES.....	6
3.13 DRIVER'S LICENSE REQUIREMENT	7
ARTICLE IV	9
MANAGEMENT RIGHTS.....	9
4.1 UTILITIES COMMISSION RIGHTS.....	9
4.2 UTILITIES COMMISSION RIGHTS OUTLINED	9
4.3 UTILITIES COMMISSION AND UNION RIGHTS AND LIMITATIONS	10
ARTICLE V	11
STRIKES AND LOCKOUTS.....	11
5.1 PROVISIONS.....	11
5.2 STRIKE CLAUSE VIOLATION RIGHTS OF UTILITIES COMMISSION.....	11
ARTICLE VI	12
CHECK-OFF AND UNION REPRESENTATION.....	12
6.1 WRITTEN AUTHORIZATION.....	12
6.2 EXECUTION OF DEDUCTIONS	12
6.3 PROVISIONS OF THE ASSIGNMENT	12
6.4 AUTHORIZATION FORM.....	12
6.5 HOLD HARMLESS CLAUSE.....	13
6.6 UNION STEWARDS.....	13
6.7 NOTIFICATION.....	13
6.8 UNION BUSINESS ON COMMISSION PROPERTY	13
6.9 INVESTIGATIONS.....	13
6.10 APPROVED ABSENCES FOR UNION ACTIVITY	13
6.11 MEETINGS WITH MANAGEMENT OFFICIALS.....	14
6.12 UNION CONTRACT NEGOTIATIONS.....	14
ARTICLE VII	15
SENIORITY.....	15
7.1 SENIORITY LIST	15
7.2 SENIORITY AND LENGTH OF SERVICE	15
7.3 LOSS OF SENIORITY	15
7.4 SENIORITY CLASSIFICATION	16
7.5 MODIFICATION OF SENIORITY CLASSIFICATIONS	18

ARTICLE VIII	19
LAYOFF AND RECALL	19
8.1 LAYOFF	19
8.2 RECALL	19
8.3 NOTIFICATION	19
8.4 TWO WEEKS NOTICE	20
8.5 SEVERANCE PAY	20
ARTICLE IX	21
JOB POSTING AND BIDDING	21
9.1 POSTING OF VACANCIES	21
9.2 OPERATOR AND LINEMAN CLASSIFICATION	21
9.3 NOTICE OF VACANCIES	22
9.4 BIDS	22
9.5 UNFILLED BID POSITIONS	24
9.6 90 DAY PROFICIENCY TIME	24
9.7 RETURNING TO PRIOR POSITION	24
9.8 RESULTING VACANCIES	25
9.9 PLACEMENT IN THE JOB	25
9.10 UTILITIES COMMISSION OPTIONS IN FILLING A POSITION	25
9.11 NEW OR REVISED CLASSIFICATIONS	25
9.12 CERTIFICATION REQUIREMENT FOR WATER AND WASTE WATER TREATMENT PLANT AND FIELD OPERATIONS PERSONNEL, AND OPERATOR TRAINEES	25
9.13 APPRENTICE PROGRAM	26
9.14 SUBSTATION TRAINING PROGRAM	26
ARTICLE X	27
HOURS OF WORK AND OVERTIME	27
10.1 DEFINITIONS	27
10.2 MIDNIGHT SHIFT	29
10.3 OVERTIME	29
10.4 PAYMENT FOR MEAL PERIODS	30
10.5 VOTING	32
10.6 CALL-OUT PAY	32
10.7 INTERVENING SHIFT WORKERS	32
10.8 STANDBY PAY	32
10.09 EXCHANGING WORK HOURS	33
10.10 AVOIDANCE OF OVERTIME PAY	34
10.11 EMERGENCY WORK CONDITIONS	34
ARTICLE XI	36
DISCIPLINE AND DISCHARGE	36
11.1 JUST CAUSE	36
ARTICLE XII	37
UTILITIES COMMISSION RULES AND PROGRESSIVE DISCIPLINE	37
12.1 ESTABLISHMENT OF WORK RULES	37
12.2 PROFESSIONAL PERFORMANCE STANDARDS	37
12.3 PROGRESSIVE DISCIPLINE	37
12.4 SERIOUS VIOLATIONS	38
12.5 RECORD CLEARANCE	39
ARTICLE XIII	40
GRIEVANCE	40
13.1 GRIEVANCE PROCEDURE	40
13.2 POLICY GRIEVANCE	41
13.3 EXTENSION OF TIME LIMITS	41

ARTICLE XIV	42
ARBITRATION	42
14.1 SUBMISSION OF GRIEVANCE TO ARBITRATION	42
14.2 DEMAND FOR ARBITRATION	42
14.3 SINGLE ISSUE	42
14.4 COST OF ARBITRATION	42
14.5 DISPUTES SUBMITTED TO ARBITRATION	42
14.6 ARBITRATOR LIMITATIONS	42
14.7 EXTENSION OF TIME LIMITS	43
14.8 SOLE METHOD OF RESOLVING GRIEVANCES	43
ARTICLE XV	44
SAFETY	44
15.1 IMPORTANCE OF SAFETY	44
15.2 UNION -MANAGEMENT JOINT SAFETY COMMITTEE	44
15.3 SAFETY COMMITTEE AUTHORITY	44
15.4 SAFETY COMMITTEE RESTRICTIONS	44
15.5 SAFETY COMMITTEE REVIEW	44
15.6 PERSONNEL PROTECTION EQUIPMENT	44
15.7 DEPARTMENTAL SAFETY PROVISIONS	45
15.8 MONTHLY SAFETY MEETINGS	45
15.9 TOOLS AND EQUIPMENT	46
15.10 FEDERAL AND STATE SAFETY LAWS	46
15.11 SAFE WORK PLACE	46
15.12 HEPATITIS SHOTS	46
15.13 INCLEMENT WEATHER	47
15.14 SAFETY MANUAL	47
ARTICLE XVI	48
WAGES	48
16.1 WAGE RATES	48
16.2 TEMPORARILY WORKING IN A HIGHER CLASS	48
16.3 BI-WEEKLY PAY	48
16.4 STARTING PAY/STEP ADVANCEMENT	48
16.5 STEP INCREASES	49
16.6 TEMPORARY CLASSIFICATION AT 90 DAYS	49
16.7 PERFORMANCE EVALUATIONS	49
16.8 FINAL AUTHORITY FOR INCREASES	49
16.9 PROMOTIONS IN WWW DEPARTMENT	50
16.10 UEII PROMOTION PROCESS TO UEIII	50
16.11 PAY FOR PERFORMANCE	50
ARTICLE XVII	51
HOLIDAYS	51
17.1 HOLIDAYS	51
17.2 HOLIDAYS DURING THE REGULARLY SCHEDULED WORK WEEK	51
17.3 WORKING A DESIGNATED HOLIDAY	51
17.4 HOLIDAY TIME OFF	51
17.5 VOLUNTARY CLOSINGS	52
17.6 PERSONAL LEAVE TIME AND HOLIDAY PAY	52

ARTICLE XVIII	53
PERSONAL LEAVE TIME	53
18.1 PLT ELIGIBILITY	53
18.2 PLT ACCRUALS	53
18.3 EMERGENCY USE OF PLT	53
18.4 PERSONAL LEAVE TIME AND TERMINATION	54
18.5 USAGE OF PLT	54
18.6 OCCURRENCES	54
18.7 MANDATORY USE OF ACCRUED PLT	55
18.8 NON-ROTATING SHIFT EMPLOYEE	56
18.9 VOLUNTARY QUIT	56
18.10 SHORT-TERM DISABILITY PAY AND PLT BANK SUPPLEMENT	56
ARTICLE XIX	57
BEREAVEMENT LEAVE	57
19.1 COVERED FAMILY MEMBERS	57
ARTICLE XX	58
FAMILY MEDICAL LEAVE ACT.....	58
20.1 FMLA USAGE:	58
ARTICLE XXI	59
MILITARY LEAVE	59
21.1 REQUEST FOR LEAVE	59
21.2 OFFICIAL ORDERS	59
21.3 TRAINING PERIODS	59
ARTICLE XXII	60
COURT OR JURY DUTY LEAVE	60
22.1 COURT ORDERED APPEARANCE	60
22.2 GOING TO COURT	60
ARTICLE XXIII	61
LEAVE OF ABSENCE	61
23.1 LEAVE WITHOUT PAY	61
23.2 RETURN FROM MEDICAL LEAVE OF ABSENCE	61
23.3 RETURNING TO WORK	61
23.4 LEAVE AND TIME WORKED	62
ARTICLE XXIV	63
WORKERS' COMPENSATION.....	63
24.1 NOTIFICATION REQUIREMENTS	63
24.2 MEDICAL TREATMENT	63
24.3 EMPLOYEE REPORTING REQUIREMENT	63
24.4 IMPACT ON EMPLOYMENT	64
ARTICLE XXV	65
EMPLOYEE GROUP INSURANCE	65
25.1 SHORT TERM DISABILITY AND LIFE INSURANCE	65
25.2. GROUP HEALTH INSURANCE	65
25.3 CAFETERIA FLEXIBLE BENEFIT PLAN	65
25.4 CAFETERIA PLAN	66
25.5 NEW AND AMENDED COVERAGE	66
25.6 REQUIRED PARTICIPATION IN MEDICAL PLAN	66
25.7 MEDICAL PLAN FOR RETIREES	66
25.8 LIFE INSURANCE BENEFITS FOR RETIREES	66
ARTICLE XXVI	67
TRAINING.....	67
26.1 SUPPLEMENTAL TRAINING	67

ARTICLE XXVII	68
EDUCATIONAL/CERTIFICATION/ LICENSURE REIMBURSEMENT	68
27.1 PAYMENT RULES	68
ARTICLE XXVIII	69
DRESS CODE	69
28.1 APPROPRIATE ATTIRE	69
28.2 UNION ATTIRE	69
ARTICLE XXIX	70
DURATION AND, TERMINATION.....	70
29.1 AGREEMENT IN EFFECT	70
29.2 WAGE REOPENER	70
29.3 CONTRACT TERMINATION NOTICE	70
29.4 CONTRACT AUTOMATIC RENEWAL	70
APPENDIX A – ANNUAL SALARY RANGE	71
APPENDIX A-1 – ANNUAL SALARY RANGE	ERROR! BOOKMARK NOT DEFINED.
SECTION 16.4 – STARTING PAY/STEP ADVANCEMENT	ERROR! BOOKMARK NOT DEFINED.
APPENDIX B	76
CDL REGULATIONS.....	76
APPENDIX C	82
WORKPLACE VIOLENCE POLICIES	82
APPENDIX D	85
FLORIDA DRUG FREE WORKPLACE ACT, UC POLICY	85
LETTER OF UNDERSTANDING #1	88
SUBJECT: WAGES AND COMPENSATION	88

ARTICLE I

PURPOSE AND INTENT

1.1 This Agreement is designed to provide the framework for orderly collective bargaining relations, to secure prompt and equitable disposition of grievances, to establish wages, hours of work and all other working conditions, to maintain a harmonious relationship between the Utilities Commission and the Union.

1.2 To these ends, the Utilities Commission and the Union encourage to the fullest degree, friendly and cooperative relations between their respective representatives at all levels and among all employees.

1.3 Words used in this Agreement in the masculine gender shall include the feminine.

1.4 Reference to the title of Director, is under the delegated authority of the CEO.

ARTICLE II

RECOGNITION AND REPRESENTATION

2.1 Exclusive Representation

The Utilities Commission, City of New Smyrna Beach, Florida, hereinafter Utilities Commission or Commission, recognizes Local 2088 of the International Brotherhood of Electrical Workers, hereinafter Union, as the exclusive bargaining agent of the employees in the following described unit as certified by the Public Employees Relations Commission in Case No. 8H-RC-753-0186 and No. 78-M-321. Included: all regular full-time employees and regular part-time (30-39 hours) employees of the Commission up through the position of Crew Leader. T&D Division as listed on Appendix A, provided that benefits for part-time employees shall be prorated based on hours worked. Excluded: managerial employees, professional employees, confidential employees, supervisory employees, Comprehensive Employment Training Act employees and all other employees of the Commission not specifically included in the unit.

2.2 Interpretation

Only the Commission's Human Resources Director, under the delegated authority of the CEO, or the Business Manager of the Union, hereafter referred to as the parties, may interpret, alter or amend this Agreement by mutual action in writing and no individual employee of the company, or groups of employees shall have cause to complain therefore, it being understood that any interpretation or arrangement mutually satisfactory to the parties hereto shall be binding upon all individual employees or group of employees whether such action be prospective or retroactive.

ARTICLE III

CONDITIONS OF EMPLOYMENT

3.1 Union Membership

Any and all employees who are eligible for inclusion in the bargaining unit shall have the right to join or not to join the Union as they individually prefer. It is agreed that there shall be no discrimination by either party for or against any employee because of membership or non-membership in the Union. Management personnel agree not to discriminate for or against the Union, its officers, or its members, for any authorized service that they may perform because of such membership or office, provided there is no violation of the provisions of this Agreement.

3.2 Discrimination

It is mutually agreed that no employee will be discriminated against with respect to hire to a bargaining unit position, tenure of employment, opportunity for advancement within the bargaining unit wages, hours of work, and other terms or conditions of employment because of race, color, creed, religion, national origin, age or sex, or political opinion or affiliation, provided that limitation may be placed on the above if a bona fide occupational qualification exists and provided further that no action or conduct by either party shall be considered a violation of this Article unless it also violates applicable federal or state law.

3.3 Americans with Disabilities Act (ADA)

The Commission and the Union acknowledge the reasonable accommodation commitment of the Americans with Disabilities Act (ADA) and the protected status of qualified applicants and employees with mental or physical impairments. Nothing in this Agreement shall be construed as intended to be a barrier to reasonable accommodation to qualified persons with disability, provided that the Commission must provide the Union with advance notice and bargain with it to ensure that any proposed accommodation is reasonable and does not unnecessarily usurp the legitimate rights of other employees under the Agreement. For the purposes of this Section, bargaining is limited to negotiations between the parties; it does not include the requirement that the parties go through the Special Master or statutory impasse procedure under the Public Employees Relations Act. This Section does not give applicants for initial employment access to the grievance and arbitration procedure. Following negotiations, if there is no agreement, and the Commission takes action in order to meet its obligations under the ADA, if the action(s) allegedly violates the Contract, the Union may grieve and arbitrate the reasonableness of the action; provided that there shall be no back pay awarded by the arbitrator.

3.4 Outside Employment

Outside employment shall not interfere with the individual's duties and responsibilities as an employee of the Utilities Commission. Any employee accepting outside employment shall make arrangements to be relieved from his outside duties if and when called for emergency service by the Utilities Commission. An individual accepting outside employment shall notify his department supervisor prior to beginning such outside employment.

All injuries sustained while engaged in outside employment must be reported to the employee's Supervisor or Director prior to his next scheduled working day.

Utilities Commission uniforms and apparel featuring the Commission logo shall not be worn by employees while engaged in outside employment.

3.5 New Collective Bargaining Agreement

Management will make available at each work location, within 30 days of the ratification by the bargaining unit and the Commission of a new contract or amendments to an existing contract, copies of the agreement or any amendments. The express purpose is for the availability of agreements as to call employee's attention to the fact that the Union has been recognized as the exclusive bargaining representative in the bargaining unit, and to put employees on notice of the terms and conditions of the contract.

3.6 Union Bulletin Board

The Utilities Commission shall furnish a bulletin board for the use of the Union. All materials posted on such board must, prior to posting, be approved and copied to management and signed by the Union's representative. Bulletin board notices shall be restricted to:

- A. Notices of Union recreational and social affairs;
- B. Notices of Union elections;
- C. Notices of Union appointments and results of Union elections;
- D. Notices of Union meetings;
- E. Other notices concerning Union affairs which are not political or controversial in nature.

There shall be no other general distribution, or posting by employees, of pamphlets, advertising, or political matters, notices, or any kind of literature in work areas of the Utilities Commission's property other than as herein provided.

3.7 Probation

Each new employee shall be considered probationary until completion of 180 calendar days of continuous employment with the Utilities Commission and will be covered by the terms of this Agreement except those in Articles VIII (Layoff and Recall), IX (Job Posting and Bidding), XI (Discipline and Discharge), XII (Utilities Commission Rules and Progressive Discipline), XIV (Arbitration), XX (FMLA).

During the probationary period, retention as an employee is solely at the discretion of the Utilities Commission, but upon completion of the probationary period, the employee shall be considered a permanent employee with seniority as of the last date of hire and subject to all the provisions of this Agreement.

3.8 Waivers

The parties expressly declare that they have bargained between themselves on all phases of hours, wages, rates of pay, conditions of employment and working conditions and that this contract represents their full and complete agreement without reservations or unexpressed understanding. Any aspect of hours, rates of pay, wages, conditions of employment of this Agreement is declared to have been expressly eliminated as a subject for bargaining and during the life of this Agreement may not be raised for further bargaining in negotiations without the written consent of all parties hereto.

This contract constitutes the entire agreement and understanding between the parties and shall not be modified, altered, changed or amended in any respect except on mutual agreement set forth in writing and signed by both parties.

The parties hereto may interpret, alter or amend this Agreement by mutual action in writing and no individual employee shall have cause to complain therefore it being understood that any interpretation or arrangement mutually satisfactory to the parties hereto shall be binding upon all individual employees, whether action be prospective or retroactive.

3.9 Effect of Law

It is understood and agreed that the terms and provisions of the Agreement are subject to the laws of the United States' government and the laws, statutes, and departmental rules and regulations of the State of Florida, and that in the event any of the terms and provisions of this Agreement are, or become in violation of said laws, only such provisions shall become void and of no effect.

3.10 Work Covered

The Utilities Commission will make a reasonable effort to ensure that employees outside of the bargaining unit do not perform bargaining unit work. However, bargaining unit work can be performed by non-bargaining unit personnel in emergencies, for the purpose of training employees, and in connection with experimental operations. Except in emergency situations, non-bargaining unit employees will not perform bargaining unit work without one or more bargaining unit employees present.

3.11 Uniforms

Each operation and maintenance employee shall be issued, without cost to the employee, an allowance of work uniforms as follows: 5 pairs of work pants and 5 shirts, either long sleeve or short sleeve as appropriate to the individual occupation of the employee as determined by the Utilities Commission. Such uniform shall be worn by the employee at all times while on duty. The employee shall be responsible for the maintenance of said uniforms, including laundering and minor repairs. Such uniforms shall be replaced, without cost to the employee, whenever they are damaged or otherwise become unserviceable through approved usage. Costs of replacement due to unapproved usage shall be paid by the employee.

Headgear (baseball caps and, where appropriate, hard hats) will be supplied to each operations and maintenance employee. No other headgear will be worn while on duty without the approval of management (with the exception of Union hats).

Work gloves shall be provided by the Utilities Commission as appropriate to the individual occupation of the employee, as determined by the Utilities Commission.

Each clerical employee whose duties involve direct customer contact shall be issued, without cost to the employee, 2 golf shirts (depending on the department) carrying the logo. The employee shall be responsible for the maintenance of said shirts, including cleaning and minor repairs. Such shirts shall be replaced, without cost to the employee, whenever they are damaged or otherwise become unserviceable through approved usage. Costs of replacement due to unapproved usage shall be paid by the employee. Utilities Commission uniforms and apparel featuring the Commission logo shall not be worn by employees while engaged in outside employment.

3.12 Work Shoes/Boots and Safety Glasses

A. The Commission will pay each field bargaining unit employee, upon successful completion of the six month probationary period, in departments A,B,C,D,E,G,H, and I \$110.00 per year for the purchase of work boots/shoes for the purpose of meeting safety standards for the position. Linemen will be reimbursed \$330 once every three years for the purpose of purchasing climbing boots in lieu of the yearly \$110 for other field positions. The Commission will also provide each field bargaining unit employee in Departments A,B,C,D,E,H and I one work jacket. The Commission in its sole discretion will select the supplier, brand and style of work jackets/shirts required. Jackets will be replaced every three years or as needed. Receipts shall be submitted to the appropriate administrative personnel in order to receive reimbursement.

B. Prescription Safety Glasses: The UC shall provide each employee requiring safety glasses a pair once every two years. Replacement of damaged prescription safety glasses during the course of safe work practices must be authorized by the Supervisor/Director. Personal prescription glasses are not considered safety glasses.

C. The UC will provide non-prescription safety glasses as needed.

3.13 DRIVER'S LICENSE REQUIREMENT

A. Florida Driver's License Required

All Utilities Commission employees whose positions require operation of Commission vehicles or private vehicles on Commission business must have a valid Florida driver's license, and a driving record which is acceptable to the Utilities Commission (no DUI, DWI or points exceeding 9 in any given year.) The license must remain valid and must be kept in the employee's possession at all times while on duty. Possession of a valid Florida operator's or commercial driver's license as applicable to the specific job description shall be required. Failure to possess, obtain or maintain (within CBA guidelines) the required license will disqualify any employee or applicant from such positions.

B. Determination of Requirement to Operate Vehicles

The Commission reserves the right to determine which of its employee positions require the operation of vehicles.

C. Travel Trip Allowance

Any employee who submits a request for mileage reimbursement or receives a mileage allowance acknowledges that the operation of his or her private vehicle has been required for Commission business.

D. Notification of Lost or Invalid Driver's License

Any employee subject to the Florida driver's license requirement and/or DOT Regulations as stated above whose license becomes suspended, revoked, expired, or otherwise lost or invalid or who pleads guilty or *nolo contendere* or who is found guilty of DUI or DWI offense, whether on or off duty, and whether in a Commission or a private vehicle, must immediately notify his or her supervisor. The Supervisor will notify the Risk Manager and Human Resource Department.

Failure of an employee to provide such notification will be cause for immediate disciplinary action up to and including termination. Permission to operate Commission vehicles or any vehicle on Commission business will be suspended immediately upon loss of or invalidation of the employee's driver license. The employee may be temporarily assigned to any work available within his department, provided a vacancy exists and he is qualified to perform the duties until the license is recovered, renewed, or reinstated. An employee who is unable to recover a lost license or have an invalidated license renewed or reinstated within 60 days, and who cannot be reassigned shall be placed on unpaid leave up to the 60 days after which they shall be subject to termination of employment.

E. Presentation of Driver's License by New Employees

New employees must present the required valid Florida driver's license to the Personnel office before or upon reporting to work. The license will be photocopied by the Personnel office and the copy will be placed in the employee's personnel file.

Any new employee who does not have the required valid Florida driver's license at the time of employment will be limited to work not requiring operation of vehicles on Commission business, if available, until the license is obtained. The employee will not be released from probation prior to obtaining and possessing the required license.

F. Commercial Driver's License

Some Utilities Commission positions require the operation of vehicles that require the operator to have a valid Florida Commercial Driver's License ("CDL"). Employees assigned to such positions must have or obtain the required CDL. All of the provisions in the previous paragraphs of this section relating to valid Florida driver's license requirements will also apply to the CDL requirements in this paragraph.

For those positions which require class B CDL, the Commission will pay for the initial CDL if the employee does not have one, and will pay for renewal of the CDL where a CDL is required for the job. The Commission will not pay for replacement of any lost operators license or CDL or any cost relating to reinstatement of an operators or CDL license.

G. CDL Testing Regulations

Employees required to have a commercial drivers license (CDL) are subject to Department of Transportation (DOT) drug and alcohol testing regulations. Those regulations are summarized here; if there is a change in DOT regulations or if there is a conflict between this contract and the DOT regulations, the DOT regulations will prevail. Effective January 1, 1996:

- a. Any employee with a CDL who is involved in an accident will be subject to drug and alcohol testing. "Accident" is as defined by the DOT. At the current time, this includes (1) an accident involving a fatality; (2) an accident where the employee is cited for a moving violation (speed, careless driving, failing to yield, etc.); and (3) an accident where the CDL holder is charged (\$50 or more) and given a citation.
- b. 25% of the employees (rounded up to the next whole number) who have a CDL will be subject to random drug and alcohol testing each calendar year. There will be no advance announcement of the date or time of the test. (The testing procedures set out in Section D of Appendix B will be followed.)

ARTICLE IV

MANAGEMENT RIGHTS

4.1 Utilities Commission Rights

The Utilities Commission reserves all rights, powers, and authority customarily exercised by management, except as otherwise specifically deleted or modified by express provisions of this Agreement.

4.2 Utilities Commission Rights Outlined

Except as otherwise specifically provided in this Agreement, nothing in this Agreement shall be construed to limit or impair the right of the Commission to exercise its own discretion on all of the following matters, whatever may be the effect upon employees, when in its sole discretion it may determine it advisable to do any or all of the following:

1. To manage its business generally;
2. To hire, layoff, assign, and promote employees;
3. To determine the qualifications of employees;
4. To determine and re-determine job content;
5. To determine the schedule of work and assign work;
6. To determine number and time of shifts;
7. To establish new jobs, abolish or change existing jobs;
8. To increase or decrease the number of jobs;
9. To regulate or change services, materials, processes, products or equipment;
10. To subcontract any of its operations, provided that:
 - (a) employees are not laid off as a result of subcontracting,
 - (b) employees on layoff are not recalled as a result of subcontracting, or
 - (c) the straight time hours normally worked by bargaining unit employees are not reduced by subcontracting work that is currently being performed by unit employees;
11. To decrease or increase the number of working hours per day or per week.
12. To temporarily assign any bargaining unit employee to any department or to any classification within a department provided such assignment does not result in the layoff of other bargaining unit employees, nor result in a reduction in the work week to less than 40 hours for employees working in the area to which the employee was transferred. If the transferee is assigned to a higher rated classification, the transferee will be paid as set forth in Section 16.2 of this Agreement.

Except where other provisions of this Agreement have allegedly been violated, the exercise of such rights outlined above and the effect on employees shall not be subject to Article XIV, the arbitration provisions of this contract.

4.3 Utilities Commission and Union Rights and Limitations

Prior to the time when the Union became the representative of the employees covered by this Agreement, the Utilities Commission had the right to run its business and deal with its employees with complete freedom, except as its rights were bound and limited by the general law. By this Agreement, the Utilities Commission and the Union have agreed to certain limitations on those rights. However, it is the intention of the parties hereto that the Utilities Commission retain, and the Utilities Commission does retain, each and every right and privilege that it ever had enjoyed, except insofar as it has, by the express and specific terms of this Agreement, agreed to limitations.

ARTICLE V

STRIKES AND LOCKOUTS

5.1 Provisions

There being sufficient means provided by the grievance and arbitration provisions of this Agreement, the courts, and by statutes to settle any and all disputes that may arise between the parties, the Union agrees that there shall be no strike or strikes, boycotts, work stoppage, slowdowns, walkouts or picketing or any cessation of work of any kind or degree whatsoever, including the honoring of any picket line at the Utilities Commission's place of business or elsewhere, or any other interference or stoppage, total or partial, for any reason whatsoever. The Utilities Commission agrees that there will be no lockout of any employees during the term of this Agreement.

5.2 Strike Clause Violation Rights of Utilities Commission

Should this clause be violated by the employees or the Union, the Utilities Commission shall have the right to:

- A. Discharge not only the instigators of any violation of this Article, but the participants as well, or any of them at the discretion of the Utilities Commission. Allowing employees to work or return to work shall not be considered condonation of their activity in violation of the Article. Condonation shall be effective only if given in writing to the employee or employees involved, or the Union.
- B. Obtain an injunction in the state court restraining the employees and/or the Union from striking and picketing or any violation of this clause.

The Utilities Commission may exercise all or any of the above rights as well as any other legal rights it is entitled to. The provisions of this Article shall have no effect upon the rights of the Utilities Commission to receive the benefits of fines imposed by the courts for violations of the strike prohibition Employee Relations Act.

ARTICLE VI

CHECK-OFF AND UNION REPRESENTATION

6.1 Written Authorization

Upon receipt of a lawfully executed, written authorization from an employee, the Utilities Commission agrees to deduct the regular dues of the Union for such employee from his pay and remit such deduction to the duly elected Financial Secretary of Local 2088 promptly.

The Union will notify management in writing of the amount of monthly dues 15 days prior to any change in the regular dues. It is understood that an employee may revoke his authorization for dues deduction at any time by giving written notice to the Utilities Commission with a certified copy of the notice to the Union. Upon receipt of the certified notice from the employee, the Union will promptly notify the Utilities Commission, at which time dues deduction will be stopped.

6.2 Execution of Deductions

The executing and delivering of such deduction and assignment authorization shall not be a condition of employment and the parties agree there shall be no coercion or discrimination against any employee for having signed or not having signed such authorization form.

6.3 Provisions of the Assignment

Provision of the foregoing paragraphs are subject to the terms and conditions in the assignment hereinafter set forth.

6.4 Authorization Form

The form of such authorization shall be as follows:

ASSIGNMENT AND DEDUCTION AUTHORIZATION

_____, 20 ____

As of the date shown above, I hereby assign from my wages, and you are hereby authorized and directed to deduct regular Union dues, as certified by the Financial Secretary of Local Union 2088.

The sums deducted shall be remitted *by you* to the Financial Secretary of Local 2088, of the International Brotherhood of Electrical Workers, AFL-CIO, in accordance with the provisions of the Agreement between you and said Union now in effect. This authorization shall be in effect for the duration of this Agreement or during any extension thereof, unless terminated by me in writing, addressed to the Utilities Commission with a certified copy to the Union.

Print Name

Signature

Social Security Number

Date

6.5 Hold Harmless Clause

In consideration of the Utilities Commission's Agreement for the check-off of Union dues in accordance with the foregoing provisions, the Union will hold harmless and indemnify the Utilities Commission against any and all liability claims of any kind which the Utilities Commission may incur or sustain as a result of relying on any assignment of dues deduction authorization or other notices furnished by the Union to the Utilities Commission.

6.6 Union Stewards

The Utilities Commission agrees to recognize duly appointed Union Stewards for the purpose of processing grievances that may arise during the term of this Agreement. The number of stewards shall not exceed one steward for each work location, one of whom shall be designated Chief Steward for the Commission.

Work locations are defined as follows:

- A. Systems Operation- Generation Division
- B. Electric Operations - Substation and Relay Maintenance Division
- C. Electric Operations - T & D Division
- D. System Operations Division
- E. Electric Operations – Construction Division, Installation Crew
- F. Engineering
- G. Water and Pollution Control - Field Operations Division
- H. Water and Pollution Control - Treatment Operations Division
- I. Finance – Operations/Administrative/Clerical

6.7 Notification

The Union agrees it will advise the Utilities Commission in writing of the names of its elected local Union officers, its duly appointed stewards and its authorized business agent(s) and if possible all changes that may occur on or before the date the officers and stewards take office.

6.8 Union Business on Commission Property

The Utilities Commission agrees that the Union's authorized representatives shall be permitted at reasonable times to go on Utilities Commission premises for the transaction of Union business only after first obtaining permission from the appropriate department supervisor.

6.9 Investigations

Union stewards will be allowed to investigate grievances during working hours after obtaining permission from their supervisors. Permission will not be unreasonably withheld.

6.10 Approved Absences for Union Activity

Upon advance notice of at least one regular work week by the proper local Union officer to the Human Resources Director the Utilities Commission agrees to allow brief absences without pay to any employee whose services are required for Union work, provided such absences do not unreasonably interfere with Commission operations.

6.11 Meetings with Management Officials

Employee representatives of the Union will be allowed time off with no loss of pay, to attend meetings with management officials. The number of employees attending such meetings shall be limited to the number reasonably necessary to attend to the business at hand. Pay for such meetings will not exceed the time lost from the employee's straight time pay in any one day, when meetings are scheduled at least one and one-half hours before the end of the employee's work day.

6.12 Union Contract Negotiations

Time spent in preparation for contract negotiations and in contract negotiations shall not be paid for by the Commission. The appropriate union official shall notify the Human Resource Director and those Committee members participating in the negotiation process at least 5 working days prior to a negotiation day whenever possible, or at the soonest possible time.

ARTICLE VII

SENIORITY

7.1 Seniority List

The Utilities Commission will furnish a seniority list to the Union with copies to the stewards in May and November of each year of all employees in the bargaining unit. The list will include the last date of hire, current classification, first date of work in bargaining unit, additional service time, and rate of pay. The Steward shall post a copy on the bulletin board. This list will include those on the payroll as of the first pay period in May and November. Should the parties not be able to resolve a dispute as to the list, either may proceed directly to arbitration. To be timely, the request for arbitration must be made within 30 days of the date that the Utilities Commission notifies the Union that the issue over the accuracy of the list cannot be resolved.

7.2 Seniority and Length of Service

Seniority of employees for purposes of promotions, shift assignment and layoffs shall mean the length of continuous uninterrupted service of such employee with the Utilities Commission from the last date of hire. No employee on the Utilities Commission's payroll as of September 30, 1979 will suffer a reduction in benefits under this clause.

7.3 Loss of Seniority

An employee shall lose his seniority if he resigns and is not re-employed within 60 days, is discharged, is laid off and has not been recalled within 12 months, or retires. If re-employed within 60 days of resignation, the employee will be treated as a new hire, except he/she will receive past service credit for the purposes of accruing future benefit leave time under Article XVIII.

7.4 Seniority Classification

Where used in this contract, the term "department" shall be understood to mean one of the following:

- A. Systems Operation - Generation Division
- B. Electric Operations - Substation and Relay Maintenance Division
- C. Electric Operations - T & D Division
- D. System Operations Division
- E. Electric Operations – Installation Crew
- F. Engineering
- G. Water and Pollution Control - Field Operations Division
- H. Water and Pollution Control - Treatment Operations Division
- I. Finance – Operations
- J. Finance - Administrative/Clerical

For purposes of this section, the Finance classifications are assigned as follows:

- 1) Finance - Operations: Meter Reader, Meter Service Technician,

2) Finance - Administrative: General Office Clerk, Cashier/Receptionist,

7.5 Modification of Seniority Classifications

The provision of Section 7.4 may be modified during the term of this contract upon either mutual agreement of the parties or, if mutual agreement is not reached, then upon exhaustion of the impasse procedure under the Public Employees Relations Act. Nothing in Section 7.4 will prohibit management from making organization changes, but the departmental structure as defined in Section 7.4 will remain for contract interpretation purposes until the procedures under this section are exhausted.

ARTICLE VIII

LAYOFF AND RECALL

8.1 Layoff

In the event of a reduction in force, the Utilities Commission shall declare a surplus in the classification or classifications affected. The employee with the least Utilities Commission seniority in the affected classification shall have the right to bump:

(1) The least senior employee in the classification who has less seniority than the employee seeking to exercise bumping rights, without regard to the Department or if there is no less senior employee in the classification; then

(2) A less senior employee in another classification in another department, provided the employee previously held that classification in another department during the employee's current employment with the Utilities Commission, and provided further that the employee can demonstrate the qualifications to perform the essential job duties at the time the employee exercises bumping rights, without the necessity of extensive training, to perform all functions of the job and has all required current licenses, certifications and other requirements for the lower classification.

(3) There will be no bumping from a lower classification to a higher classification.

(4) Operation and maintenance employees will not be permitted to bump clerical employees, and clerical employees will not be permitted to bump operation and maintenance employees.

(5) Plant Operators (A,B,C) will be considered the same classification for purposes of lay off and recall.

8.2 Recall

Recall of employees laid-off after the effective date of this Agreement will be to the classification the employee was in at the time of layoff, or if not available, to a classification the employee previously held with the Utilities Commission and can demonstrate the qualifications to perform the essential job duties without the necessity of extensive training and has all required current licenses, certifications and other requirements for the classification previously held. Recall of employees laid-off prior to the effective date of this Agreement shall be as provided in Article VIII of the contract, which was in effect at the time of layoff. The right to recall shall expire 12 months after layoff. If an employee refuses a job with the Utilities Commission in any classification in which he was previously employed by the Utilities Commission, the employee shall also forfeit recall rights.

8.3 Notification

Recalled employees shall be notified by registered mail to their last known address. Recalled employees shall notify the Utilities Commission if they desire to return to work within 5 calendar days of receipt of recall notice, and must return to work within 10 working days from receipt of recall notice.

8.4 Two Weeks Notice

In all cases of layoff, the Utilities Commission shall give not less than 2 weeks notice of contemplated layoffs to the employees affected and to the Union. Where, however, such notice is not feasible, the Utilities Commission will notify the employee and the Union as promptly as possible and give, in lieu of said notice, 2 weeks pay, not to exceed 80 hours at the employee's straight time hourly rate; or a combination of notice and pay not to exceed 80 hours.

8.5 Severance Pay

Any employee with 2 years or more of continuous, service credited, who has established seniority, shall be entitled to severance pay when he is laid off because of lack of work for a period in excess of 90 calendar days; however, no employee shall be entitled to severance pay in cases where such layoff is due to fire, flood, explosion, bombing, earthquake, or Act of God, causing damage at locations where work is performed under this Agreement, or from strikes or work stoppages resulting in the inability to maintain normal operations.

The severance pay for employees entitled thereto under the provisions of this paragraph shall be paid at the rate of their regular basic salaries as follows:

<u>LENGTH OF SERVICE</u>	<u>SEVERANCE PAY</u>
Less than 1 year	0 days
1 year to less than 2 years	3 days
2 years to less than 5 years	2 weeks
5 years through 10 years	3 weeks
Over 10 years	4 weeks

Such severance pay shall be paid within the payroll period relevant to the date of such layoff. If an employee is recalled after receiving severance pay, the recalled employee's length of service for purposes of this Section only will begin on the date of recall.

ARTICLE IX JOB POSTING AND BIDDING

9.1 Posting of Vacancies

All vacancies in full time entry level jobs in Section 7.4, A-J, will be posted for 7 working days for bidding purposes only and may remain posted until filled for information purposes. Two (2) copies of the posting will be provided to each Steward. The extra copies are being provided so the Steward can post a copy of the vacancy on the bulletin board if for some reason it is not posted. The bidding procedure does not apply to Apprentice Linemen, Lineman; Operator C; Operator B; Operator A; Utilities Employee II or Meter Reader II.

9.2 Operator and Lineman Classification

A) Operators: The Commission will determine the number of A Operators, B Operators and C Operators to be employed. When a position becomes available in the higher Operator classification, the most senior employee with the required certification currently employed as an Operator will be offered the position. The employee will be placed in the next higher pay step (minimum 5% step increase or the next higher pay step). Nothing in this Section will result in a reduction in pay for any of the Operators employed as of June 30, 1995.

B) Lineman: First year Apprentice Linemen will be selected exclusively from Groundsmen or generalists. Pay progression from a lower level of Apprentice to the next higher level and from 3rd year Apprentice to Lineman will take place upon satisfactory completion of all written and field tests and upon completion of one year at the respective apprenticeship levels. All Apprentice promotions except 3rd year Apprentice to Lineman will be from Step D of the lower Labor Grade to Step D of the appropriate higher Labor Grade. Promotion of 3rd year Apprentice to Lineman will be to Step A of Labor Grade 23. The pay increase will be effective the beginning of the pay period following completion of the requirements for promotion. (Note: This language will apply to those apprentice linemen who are presently in the four year program in the same fashion, as long as the four year program exists.)

C) Waste Water Mechanics: Candidates must satisfy the following eligibility requirements:

1. To become a Mechanic I, an applicant must complete the MMI I curriculum, demonstrate mechanical aptitude, have satisfactory job performance and must be able to pass the Mechanic I Level Test.
2. Level I to Level II Mechanic will take place after completion of two years on the job, demonstration of mechanical aptitude, satisfactory job performance, completion of their MMII Test.
3. Level II to Level III Mechanic will take place after demonstration of mechanical aptitude, completion of two years as Mechanic II, satisfactory job performance, completion of their MMIII Test.

D.) Meter Reader Department Candidates:

1. Meter Reader I - Must successfully complete two years as a meter reader and must successfully complete the South-East Meter Reading School to be eligible for an available Meter Reader II position. (see job description for more specifics)
2. Meter Reader II - Must successfully complete three years as a Meter Reader II and has completed the S.E. M.R. School to be eligible to become a Meter Technician I. (see job description for more specifics)
3. Meter Tech I - Must have worked in this position for a minimum of two years and must have attended the Meter Reader School and Theft School to be eligible for the Meter Tech II position. This position is subject to the bidding process. (see job description)
4. Meter Tech II – Must meet all the qualifications of a Meter Tech I and in addition the MRTII must be willing to attend, and successfully complete the MVRS computer training program within one year of date of promotion into this position to maintain this position. This position is subject to the bidding process. (See job description for more specifics.)

9.3 Notice of Vacancies

Notice of vacancies, and of new or additional jobs, will be posted on bulletin boards in bargaining unit work locations both within and outside the department where the vacancy exists, or upon determination that a new or additional job is needed. Copies of the posting shall be mailed by inter-department mail or hand delivered to the Union via the Chief Steward at the time of posting. The posting shall be dated and will identify the department, classification, rate of pay, and approximate expected date the job is to be filled. It shall remain posted for 7 calendar days. Employees in any department wishing to bid on the job must submit their bids to the Human Resource Department during the 7 day posting period by 4:30 PM.

9.4 Bids

A. First preference for any job will be given to qualified bidders from within the bargaining unit. Those positions not subject to the bidding process and those employees with less than one year of work experience at the UC are not qualified to bid. The exception is interdepartmental promotional bidding. Any employee who has bid on a position and has been awarded the position will not be considered for another open position for a minimum of one year. In the absence of any current, qualified bidders the Director may consider an in-house employee with less than one year in their current position the opportunity to bid prior to going outside.

B. Bids will be considered without regard to whether the bid is an "up" bid, a "down" bid, or a lateral bid. If there are two or more bidders for a job, the job will be awarded to the individual

who, in the opinion of the Commission, is the most qualified to perform the posted job at the time of the award. If there are two or more bidders who in the opinion of the Commission are equally qualified to perform the posted job at the time of the award, the vacant position will be awarded to the bidder with the greatest Utilities Commission seniority. If there is only one bidder, he will be awarded the job if in the opinion of the Commission he is qualified to perform the vacant job at the time of the award.

C. An employee bidding on a lateral position of the same pay grade whose bid is accepted shall remain at the same pay grade.

D. An employee down bidding shall accept the pay step within the pay grade within the position that is closest to his current pay but shall not be guaranteed his current pay.

E. An employee temporarily performing the duties of another position within the same classification for more than 4 hours in a day and also performing the duties within his own classification shall receive a 5% increase for the 8 hour shift. Overtime will be paid based on the 5% increase.

9.5 Unfilled Bid Positions

If the job is not filled by the preceding step, the Commission shall have the right to fill the job from any available source.

9.6 90 Day Proficiency Time

When an employee's job bid is accepted, he will be given up to 90 calendar days to demonstrate proficiency in the new job. If at any time during the 90 day period, if in the opinion of management the employee does not demonstrate proficiency in the job, he will be returned to the classification and rate of pay he held immediately prior to the time his bid was accepted. If the return is at the employee's option, he will be permitted to return only if the vacancy has not been filled.

An employee displaced as a result of any bidder's failure to qualify will immediately be placed back in the classification and rate of pay he held immediately prior to the time his bid was accepted, without regard to the layoff-recall provision of the contract, and resulting subsequently promoted employees will revert to their previous positions.

9.7 Returning to Prior Position

If any employee who has bid into a new job desires to return to his former job during the 90 day period and the job has been filled, he may, within the 90 day period, file a written request with the Human Resources Director to return to the former job. Such request will be valid for one year from the date filed, and may be withdrawn at any time.. If the request is on file and the former job becomes available, the employee may be returned to the classification, labor grade and pay step the employee held immediately before entering the new job, subject to the following conditions:

- A. Any license or certification the employee held that is required for the former job must still be valid;
- B. The employee will receive any applicable general wage increase, but will otherwise return to the same point of time in the labor grade, pay step and review period that he left, with no credit given for time in the new job; and
- C. The job posting and bidding system will not apply to the vacancy in the former job to which the employee is returned.

9.8 Resulting Vacancies

If the employee returns to his former job anytime within the 90 day period and the Utilities Commission desires to fill the resulting vacancy, the job will be reposted and the procedures under 9.3 and 9.4 followed.

9.9 Placement in the Job

If the posted job is an existing vacancy, the successful bidder will be placed on the job within 30 working days from the end of the posting period. If the job has been posted in advance of the existence of a vacancy, or for a new or additional job, the successful bidder will be placed in the job on the effective date of the job as noted on the posting.

9.10 Utilities Commission Options In Filling a Position

The Utilities Commission may exercise the option to fill or not to fill any vacancy that arises and to withdraw any job posting before it is filled. If a job is posted and then withdrawn, all employees who submitted bids will be notified if the same job is re-posted, and will be given an opportunity to submit a bid on the next job posting for that classification.

9.11 New or Revised Classifications

In the event the Commission desires to establish new classification(s) or revise existing occupational classifications(s) and such occupational classification(s) are included in the bargaining unit, the new classification(s) or existing occupational classification(s) and pay rate(s) applicable shall be a subject of negotiations between the Commission and the Union, consistent with the Public Employees Relations Act.

9.12 Certification Requirement for Water and Waste Water Treatment Plant and Field Operations Personnel, and Operator Trainees

Employees entering the Operator Trainee classification must obtain certification by the Florida Department of Environmental Regulation as licensed water or waste water treatment plant operators within three years of their employment as trainees. For all certified Operators, Field Operations Personnel and Trainees, the Commission will pay the fee for all testing/days pay for the Operator "C" license. For all other Operator classifications, the Utilities Commission will pay for the certification test including the days pay. The Utilities Commission shall pay the employee's straight pay daily wage.

Recertification testing and the day's wage shall be paid by the Utilities Commission.

Any Operator Trainee who fails to earn certification within the required time will be removed from the trainee classification and placed in an equivalent or lower level position in the same department that he or she is able to perform, provided such position is available, without regard to the job posting and bidding procedure. If such a position is not available, the Utilities Commission will attempt to place the trainee in another position in one of the following two ways:

(A) A posting notice for certified Operator or Operator Trainee will be prepared. If the posted position is filled by a successful bidder who in turn vacates an equivalent or lower level position that the trainee is qualified to perform at the time of the vacancy, the trainee will be placed in that position. If the trainee is determined not to be qualified for the vacated position, that position may be posted for other bidders or,

(B) If the trainee is not placed in the above manner a surplus will be declared in the trainee's department in the next lowest classification that the trainee is able to perform. The trainee will then have the right to bump a less senior employee in that classification and department. The Director of Human Resources or the designee will notify the Union's Business Manager or his designee before any employee is terminated as a result of an Operator Trainee's failure to earn certification within the required time.

9.13 Apprentice Program

The Union and the Commission agree on providing a minimum 6,000 hour Electric Operations apprenticeship program by MEAG or a comparable program. The Commission reserves the right to utilize other alternatives or to cancel the program if it deems necessary. This Program will have oversight by a working group/participatory committee consisting of two persons designated by the Union and two management employees assigned by the Electric Operations Director.

9.14 Substation Training Program

The Utilities Commission shall provide a training program for substation trainees and apprentices and shall provide opportunities for obtaining the appropriate licenses and certificates as applicable to the positions.

ARTICLE X

HOURS OF WORK AND OVERTIME

10.1 Definitions

- A. "Regular Work Week"
The regular work week for all employees begins at 12:00 A.M. Sunday, and ends at midnight on the following Saturday (i.e., 7 consecutive calendar days, Sunday to Saturday, inclusive).
- B. "Regular Work Day"
The regular work day consists of 24 consecutive hours from 12:00 A.M. to 12:00 midnight (the calendar day). The parties agree that there is no intent to change the Commission's current pay practices by this definition, provided such pay practices are in compliance with applicable State and Federal laws, regulations and acts.
- C. "Normal Work Week"
The normal work week for regular full-time employees covered by this agreement, except continuous operation shift employees and odd work week employees, consists of 5 consecutive days, Monday through Friday, not exceeding 8 hours per calendar day, with Saturday and Sunday as their first and second scheduled days off, or 4 consecutive days, Monday through Thursday or Tuesday through Friday, not exceeding 10 hours per day, with Friday, Saturday and Sunday or Saturday, Sunday and Monday as their first, second and third scheduled days off. The normal work week for continuous operation shift employees and odd work week employees is 5 days, not to exceed 8 hours per calendar day, with 2 consecutive days off in a 7 day (168 hour) period (or 10 hours per day with a minimum of 3 consecutive days off). Nothing in this section or article will be considered guarantee of any hours of work per day or per week. By defining the "Normal Work Week", the parties do not intend to change the currently established historic work schedule or the pay practices of the Utilities Commission.
- D. "Regular Shift"
A regular shift is scheduled in advance and consists of 8 or 10 consecutive hours during a regular work day exclusive of meal periods. Once the regular shift starting time is established, it shall remain fixed unless changed upon 72 hours advance notice to the employee(s) affected. The 72 hour notice requirement is not applicable if it is due to circumstances beyond the control of the Utilities Commission and it shall not be used to avoid the payment of overtime.
- E. "Scheduled Days Off"
Each employee has 2 consecutive scheduled days off in a 7 day period (3 consecutive days off if assigned to a 4 day/10 hour work schedule).

F. "Night Shift"

The term "night shift" shall include any shift consisting of 8 or more consecutive hours starting at or after 1:00pm and at or before 6:00am. (excluding scheduled over time, or call out). The time when an employee actually commences work will determine whether or not the employee has worked a night shift for the purpose of shift differential pay only.

Any employee (T and D trouble man, and Operators) commencing a night shift at or after 1:00 PM or prior to 11:00 PM will receive a shift differential of \$.75 cents based on the employee's base rate for all time worked. For an employee commencing a shift at or after 11:00 p.m. but prior to 7:00 a.m. will receive a shift differential of \$1.00 based on the employee's straight time base rate for all time worked. The night shift will be a permanent shift and employees selected to work on the night shift will cease rotation. Employees will be selected for night shift by seniority (first by bid and if there are not sufficient, qualified bidders, then by assignment of the least senior qualified employee). To be qualified, the employee must possess and retain all licenses required by the State and Federal Government to perform the work in question and may not be a new hire on probation.

Shifts will be bid twice yearly to be effective January 31st and July 31st of each year.

G. "Shift Differential"

An employee commencing a shift consisting of 8 or more consecutive hours at or after 1:00pm but prior to 11 pm will receive a shift differential 75 cents for an employee commencing a shift at or after 11:00pm but prior to 7:00am will receive a shift differential of \$1.00 of the employee's base rate.

The Commission also agrees to pay the Field Operations trouble man (water) a shift differential of 75 cents per hour.

All shift differentials will be paid when employees are on PLT, or a holiday. An employee who has worked more than one week on shift differential will receive shift differential pay for unscheduled PLT. Management reserves the right to reassign the night shift employee based on documented disciplinary issues.

H "Pay Period"

Employees are paid by check at intervals not exceeding 2 weeks.

I. Base Rate of Pay: Base Rate of Pay is an employee's straight time hourly rate applicable to his/her classification, exclusive of any differentials.

J. Working Rate of Pay: Working rate is an employee's base rate of pay plus any differentials or premiums.

10.2 Midnight Shift

A shift in which midnight occurs shall be regarded as falling entirely within the calendar day during which a majority of the hours are worked.

10.3 Overtime

A. Overtime After 8 and 40 Hours:

PILOT PROGRAM (Will be reviewed July, 1, 2008): Overtime shall be paid at the rate of one and one-half times the employee's regular base rate for all hours worked in excess of 8 hours per day or 40 hours per week. Time off on Scheduled Personal Leave time under Article XVIII, Section 18.4, will be counted as time worked for overtime purposes. Abuse of this privilege, which would include a pattern of calling in for unscheduled leave after overtime has been attained on any given day will be grounds for disciplinary action. Abuse of this privilege may result in this provision being subject to being rescinded.

In the event an employee requests scheduled PLT, to cover time that would not be worked because the employee wishes to leave early, and then works longer than expected, overtime will only be paid if 1) the supervisor requires that the employee stays or 2) the entire crew works through lunch and the employee must as well. In this case, the employee would receive the PLT time off as requested and be paid for the overtime worked. If the employee works longer than expected by his/her own volition, then overtime will not be accrued because it was not approved, and the PLT bank will be docked less that time to equal eight hours.

B. Holiday Overtime:

Subject to the provisions of Section 18.7, Overtime shall be paid at the rate of 2 times the employee's regular base rate for work actually performed on a designated holiday, provided such employee works all scheduled hours on the last scheduled work day before and the first scheduled work day after the holiday. Employees who work on a designated holiday but do not actually work all scheduled hours on the scheduled work days immediately before and after the holiday due to Unscheduled Personal Leave or any other reason, will be paid one and one-half times their regular base rate for time worked on the holiday unless said employee(s) are on scheduled personal leave under Section 18.4. Employees on Scheduled Personal Leave time under Section 18.4 will be considered as working the last scheduled day before the holiday or the first scheduled day after the holiday. (See Article XVII, Section 17.4.)

C. Overtime on Scheduled Day Off:

Overtime shall be paid at the rate of one and one-half times the employee's regular base rate when the Utilities Commission requires an employee to work on a scheduled day off. Double time shall be paid at the rate of two times the employee's regular base rate when the Utilities Commission requires an employee to work on their second consecutive scheduled day off. When the Utilities Commission permits an employee to work on a scheduled day off for the convenience of the employee (as, for example, in Section 10.10), overtime shall not be paid.

D. Overtime Selection:

Overtime shall be distributed equitably among the employees within the respective groups consistent with efficient operations. The first available overtime will be offered to the available qualified person with the least number of hours on the overtime list. In selecting volunteers, the Utilities Commission at its discretion may refuse overtime work to a probationary employee. Consistent with the above provisions, the Utilities Commission will make every effort to distribute overtime equitably among the employees by classification within the respective departments.

E. Stand-by and Overtime:

Overtime pay shall not be pyramided, compounded or paid twice for the same hours worked. Time on stand-by shall not be considered as time worked for the purpose of computing overtime pay.

F. Overtime and Unscheduled Personal Leave Time (PLT)

An employee who works approved overtime beyond 8 hours in a workday and then takes unscheduled PLT at any other time during the work week will be paid at the overtime rate. See section 10.3 Item A

G. Overtime Pay and Different Shifts Worked:

Overtime worked will be paid on the working rate (includes premiums) for that shift. In the event the employee volunteers to assist another employee and cover for a lesser paying shift, he shall be paid at his greater working rate.

H. Cell Phone Usage:

The Utilities Commission provides cell phones for work usage. The UC understands that a personal emergency may occur. The employee shall keep the usage of a personal cell phone to a minimum. Abuse of the cell phone, or any other phone device (i.e, mobile or hand held radios) may be grounds for disciplinary action.

10.4 Payment for Meal Periods

A. Meal Periods:

All employees shall be entitled to a meal period during their regular shift, during which they shall not be required to work. No employee shall be required to work more than 6½ hours without being given a meal period. Such meal period shall start no earlier than 3½ hours, and no later than 6½ hours after the employee starts work.

B. Working During Meal Time:

In the event an employee is required to work during the meal period, or is not free from all job requirements, duties and responsibilities during the meal period, the employee will be compensated at the rate of one and one-half times his regular base rate for the missed meal period.

This section does not apply if employees voluntarily elect to work through their meal period (in order to leave early and not to incur overtime) or for continuous operation shift employees, or to overtime work during an emergency (hurricane, water line break, downed electrical lines, etc.)

C. Meal Times:

The Utilities Commission will pay meal allowances for work performed outside an employee’s regular or irregular shift as follows:

1. When an employee’s shift is extended 2 hours or more immediately before or after a regular work day and the employee has not been given at least 12 hours advance notice and worked at least half the specified meal time.
2. When an employee is assigned scheduled overtime and has not been given at least 12 hours advance notice and worked at least half the specified meal time.
3. When an employee (including standby) is called out for a period in excess of 2 hours and worked at least half the specified meal time.

D. Meal Allowances:

Meal times and meal allowances are specified as follows:

1. 6:00 am to 7:00 am	Breakfast	\$ 7.00
2. 12:00 noon to 1:00 pm	Lunch	\$ 8.00
3. 6:00 pm to 7:00 pm	Dinner	\$12.00
4. 12:00 midnight to 1:00 am	Midnight	\$ 8.00

E. Unpaid Meal Breaks:

When at least 12 hours advance notice has been given for scheduled overtime or extended shifts of 2 hours or more, the Utilities Commission will provide an unpaid meal break not to exceed 1 hour.

F. Additional Meal Allowances:

After the initial meal allowance is paid, additional meal allowances will be paid for each additional 5 hours of call-out or extended shift work. Not more than 4 meal allowances will be paid in any 24 hour period. An employee will not be required to work more than 5 continuous hours on any call-out including a standby call-out, without receiving a meal allowance.

G. Meal Allowance Payment:

Meal allowance payments will be paid within three working days from the time in which the employee submits a meal allowance request. The Commission can also meet its obligation under this article by providing a paid meal.

H. Travel Accommodations:

Any employee who attends a two day or more school at the request of the Utilities Commission and who travels fifty miles or more, will be allowed overnight accommodations. Selection of the hotel/motel must be preapproved by the Utilities Commission.

10.5 Voting

Employees whose entire working period falls between the hours of 7:00 A.M and 7:00 P.M. shall be allowed at least 2 hours without pay before starting or after finishing work, when possible, to vote in public elections. If the Utilities Commission knows it will be impossible to allow an employee at least 2 hours to vote before or after his scheduled shift on that day, the employee will be allowed sufficient time without loss of pay to vote during work hours. The Utilities Commission shall not incur any overtime premium as a result of that employee's absence.

10.6 Call-out Pay

In the event of a call-out, the employee will be guaranteed at least 3 hours of work at time and one-half the employee's regular straight time rate. Where appropriate, as many repairs as possible will be made when an employee is on call-out. If the employee does not work the full 3 hours during the initial call-out, and is called out again within 3 hours of the initial call-out, the employee will not receive another 3 hours pay. Call-out pay shall be paid to any employee required by management to attend a meeting on a scheduled day off or during hours outside, but not immediately preceding or following, the employee's regular shift (i.e. when the employee has left the Utilities Commission's premises and returns to the meeting or comes to the meeting and then returns home). If an employee is required to work prior to his regular starting time without advance notice (i.e., notice was not given at least 12 hours in advance), the employee will be paid the 3 hour call-out under this Section. The employee must provide a means in which to be notified (i.e., phone number, pager number, cell number).

Failure to respond to work when called out five times in a row within a calendar year will result in a disciplinary letter to the file. Once you have responded to call out, the failure-to-respond count will restart. A failure to respond can only count once in a twelve hour period on a regularly scheduled work week, and once every 24 hours during scheduled time off.

10.7 Intervening Shift Workers

If 2 continuous operation shift employees (those employees who work on shifts that cover 24 hours/7 days a week) voluntarily agree to split an intervening shift (ie.,they agree to work two twelve hour shifts instead of three 8 hour shifts), the regularly scheduled 8-hour shift will be worked at the straight time rate and the extra 4 hours will be worked at the overtime rate.

10.8 Standby Pay

Standby employees are prepared to work at any given time while being paid for standby time. There will be one employee required to stand by Monday through Friday for the Electric Department and one employee on standby for the Water Department at a time that the employee is not working, other than a scheduled day off or holiday. Substation begins at 3:30 Monday – Friday and Linemen begin at 3:30, Monday through Friday). (Standby begins at 7:00 a.m., Saturday morning, for weekend standby)

The employee will receive 3 hours of standby pay at the regular straight time rate for the period from the beginning of standby on a work day until the beginning of the day shift on the next work day. This is in addition to call-out pay. There will be a primary and secondary standby employee for Saturday and Sunday, paid at 4.5 hours per day (weekend standby is from Saturday morning 7:00 am through 7:00am Monday morning. If there is a holiday, it is through the holiday until the next morning at 7:00 am).

Linemen Standby List:

The weekday and weekend standby lists will be voluntary for the primary standby person as long as there are a minimum of three linemen volunteering. The remainder of the employee linemen will be on the secondary standby list. The secondary standby person will also be voluntary unless there are not enough volunteers, which is a minimum of three linemen on the secondary list. At that time, all linemen not on the primary list will be on the secondary list. If there are not enough volunteers, the lineman with the least number of hours on the standby list shall be the first lineman mandated to work for the secondary standby position. The secondary standby position will be paid at the rate of 4.5 hours per weekend day.

Water/Wastewater Standby List:

The primary standby person will be on call Monday through Friday and will receive 3 hours standby pay per day (15 hours per week) and the primary and secondary weekend standby person will receive 4.5 hours per day. If not enough employees volunteer, the vacancies shall be filled by the employee with the least amount of hours on the standby list.

Holiday Standby:

If an employee is required to standby at a time that he is not working on a designated holiday, he will receive 5 hours of standby pay at his regular straight time rate. Holiday standby normally begins at 11:30 P.M. or the end of the last regular shift, whichever is earlier, on the day before the holiday and ends at the beginning of the first shift on the next work day. Employees assigned to standby on weekends (or scheduled days off for rotating shift employees) will receive 9 hours straight time pay for the period from 11:30 P.M. or the end of the last regular shift, whichever is earlier on Friday (or the day before the first scheduled day off) until the beginning of the first shift on Monday. Employees on standby are required to be available for immediate contact, and will have adequate and appropriate clothing to leave their location and go directly to the job area. Failure of an employee in standby status to be available to respond to a call or promptly report to work when called will result in forfeiture of standby pay for that day, and appropriate disciplinary action will be taken.

10.09 Exchanging Work Hours

Upon approval by the supervisor or the Director, employees of the same classification may exchange hours of work within the work week with one another provided additional overtime is not created by such exchange.

10.10 Avoidance of Overtime Pay

An employee will not be scheduled off duty during a regularly scheduled shift in order to avoid paying overtime during that work week.

10.11 Emergency Work Conditions

- A. Emergency Work Conditions:
Emergency work conditions include hurricanes, tropical storms, tornadoes, floods, earthquakes, or any catastrophic disaster.
- B. All employees may be designated as essential or non-essential employees during an emergency, as determined by the Utilities Commission. Non-essential employees may be released from duty by their Director and shall be paid for the balance of their normal work week, not to exceed 20 hours, as long as the UC has determined that it shall be closed. Any additional days closed by the UC during their normal work schedule, beyond the 20 hours paid by the UC, shall be paid through the employee's available PLT or LWOP.
- C. Employees who are on approved leave with pay at the time of an emergency or who are scheduled to take authorized schedule with pay during the time of the emergency shall be charged for the leave for that period like any other employee on administrative leave. In the event of a disaster, previously approved leave of a non-medical nature may be cancelled.
- D. Employees who are already on previously approved leave without pay at the time of the emergency shall remain on unpaid leave.
- E. If a scheduled holiday falls within the time that the employee is on leave with pay, the holiday shall be paid as a holiday
- F. Employees required by the Utilities Commission to work beyond their normally scheduled work hours during the emergency will be provided the following opportunities:
 - 1. The employee will be allowed a "reasonable time" (4 hours) to be released from work to return to their residence to ensure the safety of their family. The employee shall be required to report back to the designated work location for emergency work.
 - 2. Employees who are required to work during the emergency shall be compensated for the time worked at time and one half for the first eleven hours and double time for all hours in excess of eleven hours until there is a break of 8 hours or more, as long as foreign crews are on the property and there is no interim 8 hour rest

period.) Any employee (who is not a crew leader in pay grade 26) who is asked to direct a foreign crew shall not receive pay above and beyond double time. If there are not foreign crews, time and one half shall be paid for all hours worked during the emergency.

They shall be paid double time for all emergency hours worked on any regularly scheduled day off.

ARTICLE XI

DISCIPLINE AND DISCHARGE

11.1 Just Cause

The Utilities Commission shall have the right to discipline and discharge employees for just cause. An employee who claims to have been improperly discharged may file a grievance within five (5) working days after discharge, notwithstanding the provisions in the grievance procedure. The five (5) working days does not include Saturdays, Sundays or holidays specified in this Agreement. Upon failing to do so, he shall have no further right to claim that he has been improperly discharged. Any grievance filed herein shall start at the third step of the grievance procedure. It is understood that the Utilities Commission shall have the right to offer reinstatement to a discharged employee pending the final disposition of the grievance without waiving the cause or right of discharge.

ARTICLE XII

UTILITIES COMMISSION RULES AND PROGRESSIVE DISCIPLINE

12.1 Establishment of Work Rules

The Utilities Commission shall have the right to establish, maintain, enforce, rescind, amend or change reasonable work rules and regulations, including safety rules, provided such rules and regulations are not in conflict with a specific provision of this Agreement.

12.2 Professional Performance Standards

The Utilities Commission recognizes and expects that employees will normally govern their activities while at work with the same high standards of conduct that they use in their personal affairs. The Utilities Commission also recognizes and expects that most people will take personal pride in performing a "job well done". For the minority who create discord or fail to observe accepted work standards, a progressive disciplinary procedure will be followed which clearly provides corrective and progressive disciplinary action to be taken in such cases and will apply equitably to all employees.

12.3 Progressive Discipline

The Commission and the Union agree to the principle of progressive discipline for bargaining unit employees. Both parties agree that reasonable rules, reasonably applied and enforced shall apply in conjunction with the principles and system of progressive discipline as an equitable system of warning employees whose behavior does not meet Commission standards, and that each succeeding incident is viewed more seriously and may lead to discharge. It is the intent of the Commission that rules generally be uniformly applied throughout the Commission.

However, the parties recognize that there may be minor differences due to the fact that four separate operations are included within the bargaining unit; that there are various supervisors within the Commission; and that circumstances in a given case may result in a difference in discipline.

Step 1: Written Warning with Conference

If an employee is involved in a violation of a Commission rule or other action, he/she may be given a written warning on the first violation. More severe action might be taken on the first offense if circumstances warrant.

- A. Cite difficulties to employees.
- B. Suggest ways to improve performance.
- C. Establish reasonable, obtainable standards, expectations or goals to be achieved and time limit(s).
- D. Offer assistance and cooperation in achieving goals.
- E. Document and maintain a file for record of verbal conference.

Advise the employee that failure to meet goals, achieve standards, or continued unacceptable conduct will result in further disciplinary action.

Step 2:* Written Warning with Conference:

(Suspension without pay is optional, depending on circumstances of case). A written notification will be given for serious or continued difficulties in performance, infractions of Commission rules and other continued detrimental actions.

- A. Verbally summarize previous conference(s) or notification(s), if applicable.
- B. Cite difficulties identified at last conference and performance vs. expectations set at that time.
- C. Establish reasonable, obtainable standards or goals and time limits.
- D. Review written warning and notice of reasons for any suspension with employee. Allow employee to respond to disciplinary action.
- E. Warn that if standards or goals are not achieved, further disciplinary action will be taken, up to possible termination of employment.
- F. Copy of written warning and notice of suspension, if any, is given to employee and maintained in Commission file.

* Step 2, with or without suspension, may be repeated if warranted.

Step 3: Termination:

If the employee continues to violate Commission rules or other actions including violation of the same rule within a specified time, the employee may be discharged.

- A. Summarize history of difficulties and failure to achieve.
- B. Cite reasons for proposed employment termination either orally or in writing and effective dates of termination.
- C. Give employee an opportunity to respond to the reasons and give his side of the story.
- D. If the employee is terminated, he will be given written notice of his termination and the reasons therefore, at the time of the termination but not later than 7 days thereafter, with a copy to the Union Business Manager.

12.4 Serious Violations

Employees may be discharged without prior warning due to a serious violation of Commission rules or actions or misconduct of a serious and severe nature if guilt of the alleged offense is substantiated by a preponderance of the evidence. In addition, an employee may be terminated if convicted of, or pleads guilty to (including pleas of *nolo contendere*) a major felony, whether such felony occurs on or off Commission property. For purposes of this Section, "major criminal felony" includes drug-related crimes, burglary, felonies involving the use of violence and felonies involving the use of a weapon.

12.5 Record Clearance

The Commission agrees that the Steward may be present at all steps if requested by the employee, and the Union Business Manager will be notified of all suspensions and terminations no later than 7 days thereafter. The Commission will regard reprimands or disciplinary actions for minor infractions against an employee as cleared from his record after a 12 month period from the date of issuance, provided that there have been no further infractions during that period. The employee's record may be cleared earlier when, in the judgment of the employee's Director, his past service records warrant such action. After a two year period has elapsed from the last known major infraction (including but not limited to sexual or racial harassment, violence, theft, drug use, or major felonies) the letter of discipline will remain in the employee's record and regarded as advisory. Upon the completion of four years without a further disciplinary issue of this nature, a new memo may be placed in the file indicating that the disciplinary memo is now an advisory memo. Under no circumstances may this public record be removed.

The Commission agrees that consistent with this section, the Commission will make a reasonable effort to treat all employees equitably, and that employees will be given the opportunity to explain their behavior before being disciplined.

ARTICLE XIII

GRIEVANCE

13.1 Grievance Procedure

Every effort should be made to settle any and all disputes prior to reducing a grievance to writing. A grievance under this contract is any dispute, claim or complaint concerning the interpretation or application of the terms of this Agreement. Every effort will be made by the parties to settle all grievances as soon as possible. Should the grievant or the Union fail to observe the time limits as outlined in Steps 1 through 3 or Section 14.1, their position in the grievance shall be presumed to be without merit. Working days as used in Articles XIII and XIV shall be defined as Monday through Friday, excluding designated holidays (but not floating or birthday holidays) as specified in Article XVII, and shall exclude Saturday and Sunday.

All grievances shall first be taken up with the employee's immediate supervisor in writing within 15 working days after the grievance is alleged to have occurred.

The written grievance shall state the nature of the grievance, the act or acts complained of and when the act occurred, identity of the employee or employees who claim to be aggrieved, and cite the provisions of the Agreement claimed to have been violated and the remedies sought.

Step 1: Between the Immediate Supervisor and the Shop Steward:

The first step meeting shall be held within (5) working days from the date the grievance is filed with the Commission unless a new date is set by mutual agreement. The supervisor shall give the shop steward a written reply to the grievance within five (5) working days after the meeting with the shop steward. If this reply is unsatisfactory, the shop steward may appeal the decision to Step Two, provided such appeal is made within five (5) working days after the receipt of the supervisor's reply.

Failure of the supervisor to respond shall result in the grievance moving to Step 2.

Grievances settled at Step 1 shall be non-precedent setting.

Step 2: Between the Director and the Chief Steward:

A meeting in Step Two shall be held within ten (10) working days after receipt by the UC of notice of appeal unless a postponement is jointly agreed to by the UC and the Union. The Director shall make a reply in writing within 10 working days after meeting with the Chief Steward.

If the UC's reply is unsatisfactory, the grievance may be appealed to Step Three provided such appeal is made within ten (10) working days following receipt of the UC's Second Step reply. Failure of the Director to respond shall result in the grievance moving to Step 3.

Step 3: Between the CEO or the CEO's designee and the Union's Business Manager or the Business Manager's Designee:

A meeting in Step Three shall be held within fifteen (15) working days after receipt by the Commission of notice of appeal unless a postponement is jointly agreed to by the Commission and the Union. The CEO or his designee shall give a written response to the Union Business Manager (or the union business manager's designee) within 15 working days after the meeting with the Union's business Manager. An International Representative of the IBEW may be present at this step of the grievance procedure, only to assist the local Union. Failure of the CEO or his designee to respond shall not result in a ULP (unfair labor practice) prior to notification by the Union.

13.2 Policy Grievance

In certain instances (example termination, policy violation), the Business Manager of Local 2088 may wish to file a policy grievance directly against the Commission. This process shall begin at Step 3 and shall be limited to matters dealing only with the interpretation or application of terms of this Agreement (i.e., non-disciplinary grievances, single employee grievances or class grievances), and shall be filed within 15 working days after the alleged grievance occurred. Such grievance shall be submitted in writing to the CEO or his designee, and shall contain the following:

- 1) Statement of facts upon which the grievance is based.
- 2) Reference to the section(s) of the Agreement alleged to have been violated, or applicable law(s); and
- 3) The settlement requested.

13.3 Extension of Time Limits

Any extension of the time limits established by Articles XIII and XIV must be in writing and signed by both parties.

ARTICLE XIV

ARBITRATION

14.1 Submission of Grievance to Arbitration

If the parties are unable to reach a settlement of the grievance using the procedures outlined in Article XIII above, either party may submit the grievance to arbitration by sending to the other party by certified mail within 30 working days after denial of the grievance by the CEO or his designee as set forth above, a demand for arbitration. Only grievances which have been filed in writing and processed in the manner and within the time limits set forth in Article XIII and this Article and which have not been specifically excluded from the arbitration procedure shall be subject to arbitration.

14.2 Demand for Arbitration

After a demand for arbitration has been made, the party requesting arbitration may apply to the Federal Mediation and Conciliation Service for a list of 7 qualified arbitrators, and from this list one shall be selected by process of elimination. The parties shall confer within 15 working days of the receipt of a list of arbitrators for the purpose of striking names from the list. Either party may strike the entire list, in which event he must request another list from the Federal Mediation and Conciliation Service. The parties shall strike names from the list alternately. The moving party shall strike first. The arbitrator remaining after each party has 3 strikes shall be named the arbitrator for the grievance.

14.3 Single Issue

Unless both parties agree on a different procedure, only 1 issue may be submitted to the arbitrator in any 1 hearing.

14.4 Cost of Arbitration

The cost of arbitration, including cost of court reporter and transcript where requested by the arbitrator, shall be borne equally by the parties, except that each party shall pay the full cost of its own witnesses and investigation. Pay for time lost by Union stewards or officials shall not apply to their participation in arbitration.

14.5 Disputes Submitted to Arbitration

In any dispute submitted to arbitration, the arbitrator shall be limited to rendering any award which is final and binding, and under no circumstances shall an employee be made more than whole or receive back pay for a period prior to his first filing the grievance, and furthermore, no award for back pay shall exceed the amount of wages the employee would have earned at his regular rate less any unemployment compensation or any other compensation from any source that he received while not working for the Utilities Commission.

14.6 Arbitrator Limitations

An arbitrator shall not have any power to add to, subtract from, **or** modify any terms of this Agreement, nor shall the arbitrator have power to establish wage rates or change any wage rate established by this Agreement.

14.7 Extension of Time Limits

Any extension of the time limits established by Articles XIII and XIV must be in writing and signed by both parties.

14.8 Sole Method of Resolving Grievances

The parties agree that Articles XIII and XIV shall constitute the sole method of resolving grievances arising under the Collective Bargaining Agreement. Therefore, neither the employees nor the Union will contact any New Smyrna Beach Utilities Commissioner separately concerning any filed grievance. Violation of this Section will result in a waiver and abandonment of any and all rights to process the grievance through the grievance and arbitration provisions of this contract.

ARTICLE XV

SAFETY

15.1 Importance of Safety

The safety of the employees is a matter of paramount importance, shall receive first consideration, and no employee shall be allowed or required to take any undue risk in the performance of his assigned duties. Employees are expected to promptly report safety hazards and unsafe acts or working conditions to the Utilities Commission. The Safety and Training Officer will be responsible for administering the Commission's safety program. It shall be the exclusive responsibility of the Utilities Commission to enforce all safety rules and applicable safety laws.

15.2 Union-Management Joint Safety Committee

The Safety Officer will chair a joint Union-Management Safety Committee. The Union will appoint 3 members and management will appoint 3 members. The Safety Committee will meet quarterly to communicate and discuss safety-related matters of mutual interest and concern. Minutes of the Safety Meeting will be provided to the attendant union member who will in-turn provide a copy to the Union Business Manager.

15.3 Safety Committee Authority

The Safety Committee will not be involved in disciplinary action. Authority for enforcement of safety regulations rests with the Utilities Commission.

15.4 Safety Committee Restrictions

It is the intention of neither the Commission nor the Union to use the Safety Committee for the purpose of creating work rules governing hours of work and conditions of employment.

15.5 Safety Committee Review

The Safety Committee will review incident reports for all work-related incidents (injuries and illness), occupational injuries, work-related illnesses or fatalities and will make recommendations for improving the health and safety of the workplace. The Safety Committee Chair shall make copies and provide them to the Chief Union Steward who will provide them to the Union Business Manager.

15.6 Personnel Protection Equipment

All rubber gloves and personal protective equipment normally tested by electric Utilities will be tested and marked by an approved testing laboratory.

15.7 Departmental Safety Provisions

The following provisions apply to electric line work.

- A. Live voltages above 15,000 volts to ground will be worked with live line tools. Live line tools will be stored in an approved trailer, Voltages 15,000 to ground and below will be worked with gloves.
- B. Live voltages up to 750V phase to phase will be worked by a qualified Lineman. In emergencies or critical situations, the Lineman may call for additional qualified assistance.
- C. Line construction and maintenance work on live voltages from 750V to 23 kV will be worked by 2 qualified Linemen (or a Lineman and a qualified Apprentice Lineman), or more with Groundman assistance as the work dictates. A Troublemaker may work with the assistance of a qualified Groundman or alone, subject to the limitations in Section 15.7 G, below. In emergencies or critical situations, a Lineman or Troublemaker may call for additional qualified assistance.
- D. Live voltages from 4 kV through 23 kV will be considered primary voltages for the purpose of this Agreement.
- E. Live voltages above 23 kV will be worked by approved "hot stick" (live line tool) methods, or de-energized and visibly grounded at the location where the work is to be accomplished.
- F. Employees will be trained in the safe work methods necessary to accomplish said work.
- G. In inclement weather or at night, no employee shall work alone outdoors on or dangerously near energized conductors or parts of more than 750V between conductors. This shall not preclude a qualified employee, from working alone, from cutting trouble in the clear, routine switching (reference APPA Safety Manual Section 601, paragraph C, for guidelines), replacing fuses or similar work if such work can be performed safely.
- H. No employee(s) will be required to perform climbing work on an energized pole unless the employee is an apprentice Lineman or higher classification within the Lineman classification(s).

15.8 Monthly Safety Meetings

Departmental safety meetings will be held monthly and will be conducted by the Commission's Safety Officer or the department Director's designee for people in hazardous classifications. They will practice safety and lifesaving techniques and review safety issues. Minutes of the Safety Meeting(s) will be provided to all attendees. The topic and the attendance sheet will be forwarded to the Safety Officer/Risk Manager.

15.9 Tools and Equipment

The Utilities Commission will furnish prescribed tools, (including first apprentice tool sets (up to \$200 toward apprentice tool set. Tools must be returned if the apprentice does not complete the probationary period), equipment and protective clothing necessary for the employees to perform their assigned duties. This includes body belts and climbers for employees required to climb poles. In addition, protective clothing (rubber boots, rubber aprons, rubber gloves and overalls) will be furnished to or made available for employees working with lime or HTH. Protective equipment and clothing issued to employees shall be used or worn by employees as directed by their supervisors. Such tools, equipment and clothing which in the opinion of the Utilities Commission are no longer safe due to wear or breakage will be replaced by the Utilities Commission. The Commission agrees to continue present practices of furnishing necessary protective clothing to employees whose work requires them to work during inclement weather.

15.10 Federal and State Safety Laws

If, at any time, federal or state laws or regulations applicable to the Commission place a greater obligation on the Commission than the obligations set forth in this article, then the federal or state laws or regulations will prevail.

15.11 Safe Work Place

The Utilities Commission agrees to maintain a safe work place, sanitary and healthful working conditions in accordance with established safety regulations and in compliance with applicable federal and state laws; provided, however, that the remedy under this section will be under applicable federal and state law.

15.12 Hepatitis Shots

The Hepatitis B series of vaccinations shall be offered to each employee who has been determined to have occupational exposure by the Safety Officer in conjunction with the respective Directors.

The vaccine shall be offered a no cost to the employee and shall be made available after the employee has received and reviewed information on the Hepatitis B vaccine. If the employee agrees to the Hepatitis B vaccination or has already been vaccinated, the signature of the employee shall be obtained on the Hepatitis B Vaccination and Declination Form. If the employee initially declines the Hepatitis B vaccination but at a later date, while still employed in a position having "occupational exposure" decides to accept the vaccination, it shall be made available to the employee at no charge.

An employee who declines the Hepatitis B vaccination must sign the "Hepatitis B Vaccination and Declination" Form. The signed form shall be forwarded to the Safety Officer and become a part of the employee's confidential medical record.

Any employee involved in an exposure incident shall be provided post-exposure medical evaluation and follow-up care at no cost to the employee.

15.13 Inclement Weather

Employees are expected in many positions, to work in inclement weather (See Section 10.11). The Director or the Supervisor or Crew Leader on site will determine if weather is such that it is unsafe to perform the duties. The Supervisor on site, or the foreman in the absence of the Supervisor, must place a call to the Director or the Director's designee before leaving a job site. An employee is expected to report to job site unless told otherwise by the Supervisor or the Director.

However, employees shall not be required to work outdoors when lightning is present in the area. Employees will not be required to work above ground level when wind speed exceeds thirty miles per hour. Raincoats and rain hats and other special equipment shall be provided for those employees who are usually required to work in wet weather and a sufficient amount shall be kept on hand (see Section 15.9).

15.14 Safety Manual

The APPA (American Public Power Association) safety manual for an Electric Utility and any revisions thereof (see Section 15.10) shall apply to all UC positions within the collective bargaining agreement. This does not limit the UC from utilizing other safety guidelines outside this manual.

ARTICLE XVI

WAGES

16.1 Wage Rates

The wage rates which shall be effective during the term of this agreement are set forth in Appendix A of this Agreement and made a part thereof. Wage rates will be effective on the dates specified in Appendix A as modified by this Article. Wage rates as defined in Appendix A shall not be subject to Article XIV.

16.2 Temporarily Working in a Higher Class

Any employee, except for Operator Trainees and Apprentices, temporarily performing the work of a higher classification shall be paid for all time worked in the higher classification, provided the employee works in the higher classification for at least 4 hours. When an employee temporarily works in a lower classification, the employee shall continue to receive the rate of pay of the employee's own classification.

When temporarily assigned to a higher classification, the employee shall receive the minimum rate for that classification, or 5% above the employee's current straight-time rate, whichever is higher.

16.3 Bi-Weekly Pay

Wages shall be paid bi-weekly on Thursdays and shall include all monies owed the employee for the 2 week pay period ending on the previous Saturday 12:00 midnight.

16.4 Starting Pay/Step Advancement

The Utilities Commission may at its sole discretion hire employees at the rate corresponding to Step A of the appropriate classification and labor grade as set forth in Appendix A, or at a higher step not to exceed Step D. After satisfactory completion of the probationary period, a new hire in grades 5-8 entering at Step A will be advanced to Step A-1. Step A-1 shall be the halfway point between Step A and Step B. All other employees hired in at Grade 9 or above shall advance to the next step six months after successful completion of the six-month probationary period. An employee hired at Step B or higher will advance to the next step upon satisfactory completion of one year. Provided performance is satisfactory, an employee in Step B will be advanced to Step C upon completion of 12 months in Step B. The maximum step in any classification is Step D.

The increases to Step B will be effective beginning with the next payroll period. Increases to Step C will be effective beginning with the payroll period immediately following satisfactory completion of 12 months in Step B. Employees who are determined not to have earned their step advancements at the appropriate time will be reevaluated no later than 180 days.

16.5 Step Increases

Employees who successfully bid or are promoted or reclassified into higher classifications will be placed in the lowest step of the new classification necessary to provide a minimum one pay step increase. This step increase shall correspond to the next highest step that provides a minimum of a 5% increase, not to exceed the maximum of Step D. Provided performance is satisfactory, the promoted employee will then receive a step increase following 12 months in the new job, provided such increase does not advance the employee above Step D of the new classification. This paragraph is not intended to allow the Commission to circumvent the job posting and bidding procedure under Article IX.

If the initial placement is at Step D, no further advancement will occur.

16.6 Temporary Classification at 90 Days

When employee(s) temporarily assigned to a higher classification have completed 90 consecutive calendar days in such assignment, the Utilities Commission will post the higher classification in accordance with Article IX, Job Posting and Bidding, unless such assignment is for a special project or to fill a temporary opening created by any type of leave of absence. The Utilities Commission may elect to vacate the position after 90 days and not post it, in accordance with Article IX, Section 9.10.

16.7 Performance Evaluations

All employees shall receive performance evaluations in accordance with Utilities Commission's performance evaluation procedure. Performance evaluations will measure employee performance as a basis for determining employee step advancements and general job performance. Performance evaluations will be conducted for all employees immediately prior to completion of the probation period, prior to an extended probationary period if necessary and at each service anniversary date.

The Supervisor's recommendation to award or withhold a step increase will be reviewed by the next level of supervision and then submitted along with the performance evaluation and any supporting documentation to the employee's Director for approval. Following action by the Director, the recommendation will be forwarded to the Human Resource Director for review and final approval by the CEO. In no case will a step increase place an employee's pay rate above the maximum wage level (Step D) for the employee's classification.

Step increases will be based on satisfactory job performance during the specified review period. Employees whose performance during the review period does not justify a step increase will be re-evaluated no later than 180 days.

16.8 Final Authority for Increases

Final authority for step advancements rests with the CEO. Alleged failures of management to follow the procedures prescribed herein may be referred to Grievance-Arbitration procedure of this Agreement.

16.9 Promotions in WWW Department

The Director of Water and Waste Water may promote any Utilities Employee I who becomes qualified for promotion and can demonstrate the essential duties of the position within the job description, to Utilities Employee II. Determination as to whether a Utilities Employee I is qualified for promotion to Utilities Employee II will be at the discretion of the Director of Water & Waste Water. The Utilities Commission will, at the Union's request, make available the evidence on which the Director relied upon in determining whether or not a Utilities Employee I was qualified for promotion to Utilities Employee II.

16.10 UEII Promotion Process To UEIII

Utilities Employee III's will be selected from Utilities Employee II's at the discretion of the Director. Such promotions shall be subject to the job posting and bidding procedures of this Contract. The selection shall be subject to the Grievance and Arbitration procedure. The Utilities Commission will, at the Union's request, make available the evidence on which the Director relied upon in determining whether or not a Utilities Employee II was qualified for promotion to Utilities Employee III. In the event of a layoff, employees cannot exercise bumping rights into the Utilities Employee III classification.

16.11 Pay For Performance

The Commission reserves the right to implement a Pay-for-Performance plan which will provide income in addition to that set forth in this contract. No employee will be paid less than the appropriate rate for his/her classification set forth in Appendix A as a result of any implementation of the Pay-for-Performance plan during the term of this Agreement.

ARTICLE XVII

HOLIDAYS

17.1 Holidays

The following holidays will be granted with pay each year during the term of this Agreement:

New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day

The Employee's birthday holiday may be taken on the employee's birthday or any time during the employee's birthday year. Probationary employees are not eligible for the birthday holiday.

17.2 Holidays During the regularly Scheduled Work Week

When any of the holidays fall within the regularly scheduled workweek and no work is performed, full-time hourly employees shall be paid for 8 hours at straight time (and 10 hours straight time for employees on a 10 hour shift). Unscheduled time off either the day before or the day after a holiday will result in non-payment of the holiday.

17.3 Working a Designated Holiday

If required to work on a Utilities Commission designated holiday (a designated holiday is a day observed as a holiday by the Utilities Commission when the legal holiday falls on a Saturday or Sunday), an hourly employee will be compensated at the straight time rate that the employee would have been entitled to had he not worked in addition to two times (double time) the regular straight time rate for work actually performed on a holiday, consistent with the limitations provided in Article X, Section 10.3B and E. This is in addition to receiving the holiday pay provided for in this Article. In accordance with Section 17.4, the UC shall indicate the date of the designated holiday.

17.4 Holiday Time Off

Holidays will be taken on the actual day of the holiday except as follows:

A. For employees who have Saturday and Sunday as their regular days off, when a holiday falls on Saturday, the preceding Friday will be observed as the designated holiday. When the holiday falls on a Sunday, the following Monday will be observed as the designated holiday.

B. Employees working an odd work week schedule with other than Saturday and Sunday as their scheduled days off, shall be paid for the worked, legal holiday per section 17.3 or the employee may request to be paid double time for the worked, legal holiday and receive an additional day's straight pay (one regular day) in the PLT account within the next pay period following the worked, legal holiday as long as all other attendance rules have been met. Requests for the holiday time off shall not be subject to the 5-work day advanced notice.

C. When the legal holiday or the UC designated holiday falls on the Employee's odd work week scheduled day off, the following applies: the employee will have the day preceding the legal holiday or UC designated holiday off if the holiday or UC designated holidays falls on the employees first scheduled day off. If the Legal or designated holiday falls on the second day off, the employee will have the day off following the second day off, or the employee may request an additional day (regular day) be added to their PLT account. Requests for the holiday time off shall not be subject to the 5-work day advanced notice.

17.5 Voluntary Closings

Any time the CEO voluntarily closes the Utilities Commission and grants a pre-holiday time off (the day before or the day after a holiday that is not on the CBA holiday list) bargaining unit employees shall not be asked to take time out of their PLT account and shall be paid by the UC. If an employee who is required to work during a time in which the UC is voluntarily closed by the CEO, the employee will receive straight time pay for hours worked and an additional 8 hours in their PLT account for their current straight time rate of pay. Employees assigned to a 4 day/10 hour shift will receive holiday pay prorated and paid just like any other employee for a holiday (10 hours of holiday pay.) See section 18.3 for an employee who is on probation and has not accrued PLT.

17.6 Personal Leave Time and Holiday Pay

Should a legal or designated holiday fall within the period an employee is on Personal Leave Time, the legal or designated holiday will be considered holiday leave, and will not be charged against the employee's Personal Leave Time account. Legal or designated Holiday pay will be paid while the employee is on PLT for any reason including while on FMLA, but excluding worker's compensation, which is already paid by the worker's compensation carrier within the limits of the law.

ARTICLE XVIII

PERSONAL LEAVE TIME

18.1 PLT Eligibility

All regular, full-time employees will earn Personal Leave Time based on the schedule set forth in Section 18.2. Employees shall be eligible to use paid Personal Leave Time after completing their probationary period. Employees shall start to earn Personal Leave Time allowances as of their date of last hire, unless additional service time has been added for the purpose of determining employee benefits. Any eligible employee whose regularly scheduled work period is less than 40 hours, but at least 30 hours per week, will earn Personal Leave Time at the rate of 75% of that earned by regular full-time employees. Employees regularly scheduled to work fewer hours than 30 hours per week will not earn Personal Leave Time. (See Graph 18.3)

18.2 PLT Accruals

Personal Leave Time which includes three personal days shall accrue at the rate set forth below for each full calendar month of service. The employee's anniversary date of last hire will be the starting point for all employees. Unless otherwise specifically stated herein, "year" means the anniversary date of last hire. Three personal days may be requested without the five-day notice and may be granted at the Supervisor/Directors discretion and will not be unreasonably denied and will not count as an occurrence.

18.3 Emergency Use of PLT

An employee who has completed three months of probationary time, but has not completed the full six months, may, at the Director's discretion, be granted one paid PLT for each month worked. These days will be repaid to the UC upon completion of the 6-month probationary period. The Payroll Administrator will deduct the days from the employee's account. In the event the employee "borrows" these days and then does not complete the probationary period, the employee's final paycheck will be reduced in pay by the number of days.

SCHEDULE	HOURS PER MONTH	DAYS PER YEAR
Beginning with anniversary date of hire through 5 full years of employment.	13.333	20
Beginning with the anniversary date after 6 full years of employment	14.000	21
Beginning with the anniversary date after 8 full years of employment	14.667	22
Beginning with the anniversary date after 10 full years of employment	15.333	23
Beginning with the anniversary date after 12 full years of employment	16.0	24
Beginning with the anniversary date after 14 full years of employment	16.667	25
Beginning with the anniversary date after 16 full years of employment	17.333	26
Beginning with the anniversary date after 18 full years of employment	18.00	27
Beginning with the anniversary date after 20 full years of employment	18.667	28
Beginning with the anniversary date after 22 full years of employment	19.333	29
Beginning with the anniversary date after 24 full years of employment	20.00	30

18.4 Personal Leave Time and Termination

Upon termination of employment of an employee for any reason, in the event of the employee's death, the employee's estate or the employee's beneficiaries shall be entitled to a lump sum payment for all Personal Leave Time accrued, which will be paid with the final paycheck, following termination or death. In the event of death, the paycheck will be payable to the estate of the deceased employee unless the employee has, on a form provided for that purpose, signed and filed with the Human Resource Department, a designated a beneficiary (or beneficiaries) to receive the benefits.

18.5 Usage of PLT

Following the completion of probation (or under Section 18.3), Personal Leave Time may be used as earned, provided the employee makes written request on appropriate form(s) to the Director or the designee at least five days in advance. The request will be approved or disapproved as soon as possible or at least within 3 working days from the submission of the request. Approved leave requests shall be forwarded to the Human Resource Department for record keeping purposes. The Supervisor or the designee, may allow "scheduled" personal leave time without the 5 working days advance notice and will be on a non-precedent setting basis.

Leave time not approved as described above will be considered unscheduled Personal Leave Time and will not be counted as time worked for overtime purposes.

18.6 Occurrences

An occurrence is the absence of the employee from work, including stand-by time, when proper advance notice is not given, excluding extenuating circumstances, i.e a medical emergency or a death in the family. Up to five (5) occurrences per year can be charged to Personal Leave Time without advance notice for personal or family illness or unforeseen personal needs. Unscheduled Personal Leave Time is not to be used for ordinary vacation purposes. An occurrence is unscheduled time off in minimum increments of 1/2 hour (increments of 30 minutes or less will not count as an occurrence but may still warrant disciplinary action). There can be only one occurrence per day. If an employee is tardy, and then goes home sick as unscheduled, that is one occurrence. If the employee does not return to work after three days for any unscheduled reason, on the fourth day when he returns to work it will be one occurrence. An employee will get an occurrence in excess of three consecutive days off of unscheduled leave. If the employee returns to work and has a medical note, or provides medical documentation attempting to seek treatment, those days covered by the doctor's note will not count as an occurrence.

Bargaining unit members agree that unscheduled Personal Leave Time will only be used when it is impossible to give the advance notice normally required for the use of scheduled Personal Leave Time. Employees shall notify management of an absence prior to the start of any scheduled work period. It is at the Director's discretion to assign the absence as an occurrence. Work record, attendance, disciplinary actions and absenteeism (without a doctor's note) can all be utilized when determining the assignment of an occurrence. The Human Resource Director and the Payroll Administrator will advise the employee in writing of the fifth occurrence. On the sixth occurrence the employee will receive a written warning to the personnel file. On the seventh occurrence the employee will be terminated.

An occurrence will be recorded on a leave slip and a copy provided to the employee. It is then the responsibility of the employee to keep track.

(a) Employee absences while on FMLA leave, including intermittent leave, will not count as an occurrence under this Section.

(b) If an employee has properly scheduled personal leave time under Section 18.45 but due to circumstances beyond the employee's control the time the employee's scheduled time off is changed because the appointment/schedule/etc. was changed by a third party, the Revised time off will be considered "scheduled personal leave time" under this Section and under Section 18.4 5; provided the employee works during the time initially scheduled off. For example, if an employee has a doctor's appointment scheduled at 2:00 p.m. on Friday, and the employee gave the appropriate notice under Section 18.4, but on Tuesday the doctor moved the appointment to 10:00 a.m. on Wednesday, the time off on Wednesday will be considered "scheduled," assuming the employee works on Friday during the hours originally scheduled off. The Utilities Commission reserves the right to require documentation (Doctor's note, if applicable) supporting the change.

(c) If an employee has reported to work and as a result of a bona fide illness or emergency must leave work the required time off will be considered as "scheduled" personal leave time under this Section and under Section 18.5. The Utilities Commission reserves the right to require documentation of the emergency if there is a suspicion of abuse of leave time.

18.7 Mandatory Use of Accrued PLT

(a.) Each employee must use or sell at least 50% of the Personal Leave Time earned during the anniversary year and may retain the balance for use in succeeding years. Failure to utilize the days shall result in loss of the time. Unused PLT will be lost except as follows:

(b.) The employee has the option to sell any PLT in the bank at his regular straight time rate. This PLT can be sold at any time during the fiscal year with 5 working days notice. Payment will occur within the next payroll period and as a separate paycheck.

(c.) If the hours exceed 480 hours, the employee will be paid for all hours in excess of 480. Payment will be made at the end of each pay period based on the employee's current regular straight time rate.

18.8 Non-Rotating Shift Employee

If a non rotating shift employee is required to work on a UC designated Monday or Friday the employee will be paid the appropriate leave time plus 2 times the employee regular base rate for each hour worked as provided in Article X, Section 10.3(b). This Section does not apply to employees assigned to "rotating" (continuous operation) shifts. Rotating shift employees will work the Monday or Friday as a regular work day at their regular hourly rate and will not have the day charged to their Personal Leave Time account.

18.9 Voluntary Quit

Failure to report to work or to call in for three consecutive days shall be considered a voluntary quit with the exception of qualified leave taken pursuant to the Family Medical Leave Act. Nothing in this section relieves the employee from the duty of calling his/her supervisor, or Director to report unscheduled personal leave time.

18.10 Short-Term Disability Pay and PLT Bank Supplement

An employee may take time out of the PLT bank to supplement short-term disability payments not to exceed 100% of normal pay. The employee must notify the Payroll Administrator within the first 5 working days that payment for the short-term disability benefit is started and the PLT supplement is requested.

ARTICLE XIX

Bereavement Leave

19.1 Covered Family Members

Up to 4 days off with pay will be allowed for a death in the full time employee's immediate family. Immediate family shall consist of spouse, children, stepchildren, foster children, father, stepfather, mother, stepmother, mother-in-law, father-in-law, brothers, stepbrothers, sisters, stepsisters, brothers-in-law, sisters-in-law, aunts, uncles, grandparents, grandchildren, and spouse's grandparents and grandchildren.

Accrued PLT or LWOP may be used for additional days if the extra time is needed. A request shall be submitted to the Director immediately if the extra time is needed.

Employees on probation are not excluded from receipt of this benefit.

ARTICLE XX

FAMILY MEDICAL LEAVE ACT

20.1 FMLA Usage

The Commission will provide leaves of absence in accordance with the Family Medical Leave Act of 1993. An employee who has worked for a minimum of one year, and has worked 1,250 hours or more during the 12 months prior to requesting leave, shall be eligible for family and medical leave. If the employee is eligible, he/she will be allowed up to 12 weeks of leave as hereinafter provided within a 12-month period for the reasons set forth in the Family Medical Leave Act. The 12-month period will be determined by using the rolling 12 month period, which is measured back from the date leave is taken and continuous with each additional leave day taken. The employee must exhaust all but 80 hours of his personal leave time before going on unpaid leave, at which time he will have the option of continuing on paid leave or reserving the final 80 hours of personal leave time for future use. Using paid time off benefits does not add to the total length of leave.

- A.** Employees will continue to accrue personal leave time for the period of FMLA leave that is charged to the employee's personal leave time account.
- B.** Holiday pay will be paid while on FMLA.

ARTICLE XXI

MILITARY LEAVE

21.1 Request for Leave

Employees who furnish satisfactory evidence of entry into the Armed Forces shall be granted a military leave of absence. The employee will be reinstated to his former position or a position of like seniority, status, and pay upon release from active service in accordance with the provisions of the Universal Military Training and Service Act. Uniformed Services Employment and Reemployment Rights Act (USERRA) Title 38 U.S.C. Chapter 43 and any other federal laws that may apply.

21.2 Official Orders

The Utilities Commission will grant a military leave of absence when an employee has official orders directing him to attend training encampments or cruises of one of the reserve components of the Armed Forces of the United States. A copy of the order and pay scale shall be provided to the Human Resource Department and placed in the personnel file.

21.3 Training Periods

Employees in the Armed Forces Reserves or the National Guard who are ordered to serve a training period during the year shall be paid the difference between the regular straight time hourly rate of their UC pay and service pay earned during the military leave period (up to 15 working days per year) as long as the service pay is less than the UC pay.

ARTICLE XXII

COURT OR JURY DUTY LEAVE

22.1 Court Ordered Appearance

Any employee subpoenaed for jury duty or subpoenaed to Court beyond his/her control to be a witness will be paid straight time rate for each work day lost due to such subpoena and will not be required to forfeit the pay received for such court service or jury duty. Employees shall report to work within a reasonable time after release from jury duty if such release is prior to the end of their regular shift. First (11PM to 7AM) and third (3PM to 11PM) shift personnel will not be required to report for their shift upon the completion of jury duty and will receive pay for their shifts at straight time pay.

22.2 Going To Court

Employees attending Court with or without a subpoena for a personal matter will be required to utilize PLT and shall notify their Supervisor five days in advance, or as soon as possible, in order to avoid an occurrence. Failure to provide this notice will result in an occurrence.

ARTICLE XXIII

LEAVE OF ABSENCE

23.1 Leave Without Pay

Upon written application from an employee, the Utilities Commission may grant a leave of absence without pay for an initial period to 180 days. The leave may then be extended for additional periods of 30 days at the discretion of the Utilities Commission. Seniority shall accumulate only during the first 180 days of leave and shall be retained thereafter. (Seniority is not accrued while you are out after the initial 180 days until you return). An employee shall notify his supervisor or Director if the employee plans to return to work prior to the expiration of his leave. An employee who works for another Utilities Commission during this leave without written approval from the Utilities Commission, or who gives a false reason for leave shall be disciplined up to and including termination.

23.2 Return from Medical Leave of Absence

In the case of a medical leave, the employee must furnish a medical release from his or her treating provider, stating physical limitations or medical restrictions if any, before returning to work. If there is a restricted duty note and the employee cannot perform the essential duties within the job description, with or without reasonable accommodations as appropriate, the Utilities Commission will make every attempt to provide the employee with work similar to his job duties. Restricted duty notes shall be placed in the employee's medical file and updated notes will be required until such time as the employee can return to full duty. Employees who do not have restricted duty notes shall be returned to their current position. Employees who cannot return to full duty after 6 calendar months (see section 23.1) may be subject to termination for medical reasons. ADA guidelines will be applied where appropriate.

23.3 Returning To Work

Unless prevented by medical restrictions, an employee returning from leave of absence will be re-employed at work generally similar to that last performed, if available, at a rate of pay that is within the established range for the job assigned. However, if generally similar work is not available, the employee will be placed in any available position he or she is able to perform, within the salary range for that position, until an appropriate position becomes available. If no work is available within the employee's capabilities, leave status will continue until suitable work becomes available. The employee on leave will be given first opportunity to fill that position before it is filled from any other source.

Except as provided above, Employees not returning or unable to return from leave of absence at the end of 6 calendar months will be subject to termination the discretion of the Utilities Commission.

This section does not apply to military leave of absence, or Family and Medical Leave Act (FMLA).

23.4 Leave and Time Worked

Leave of absence shall not be counted as time at work for any purpose, unless the leave is covered under FMLA. The employee may continue group health plan coverage by paying the total premiums for employee coverage and dependent coverage, if applicable. Life insurance plan language must be followed to ensure continued coverage (waiver of premium). Premium payments should be made payable to the Utilities Commission and will be received in the Human Resource Department.

ARTICLE XXIV

WORKERS' COMPENSATION

24.1 Notification Requirements

Employees shall notify their supervisors and the Safety Officer/Risk Manager immediately of any on the job injury or job-related illness. An incident report will be completed and forwarded to the Safety Officer/Risk Manager for review.

24.2 Medical Treatment

- A. Employees sustaining job related injuries or illnesses will be referred to a treatment provider within the UC's Worker's Compensation network. Authorization for treatment must be obtained from the Safety Officer/Risk Manager or his designee; such authorization shall not be unreasonably withheld. In the event of an emergency, authorization is not required and the employee should go to the closest emergency room. The Safety Officer/Risk Manager should be notified as soon as possible. If the employee is not satisfied with the treatment received from that provider, the Safety Officer, with the employee, will coordinate the selection of another. If the treating provider recommends treatment by a specialist, the specialist will be selected by the Worker's Compensation carrier in consultation with the treating provider. Employees who select their own treatment providers without coordination with the Safety Officer risk a lack of coverage on the part of the worker's comp carrier and potential denial of the claim.
- B. Approved expenses incurred during the course of an approved worker's compensation claim, will be borne by the Worker's Compensation carrier and payment will not be unreasonably withheld. Reports of such examinations received from the designated treatment provider will become a part of the employee's worker's compensation medical record.

24.3 Employee Reporting Requirement

An employee on Workers' Compensation while still employed by the Commission is required to keep the Safety Officer/Risk Manager informed of progress toward recovery and the anticipated date of return to work via treatment provider notes.

24.4 Impact on Employment

Employees on Workers' Compensation may be discharged consistent with applicable federal or state law, including an inability to return to work after reaching Maximum Medical Improvement (with or without reasonable accommodations as may be appropriate) but not sooner than 12 months from date of injury. Employees in these circumstances may be discharged subject to rehire under the following conditions:

1. No other work within the employee's capabilities, with or without reasonable accommodations as appropriate is available at the time of discharge. Employees on restricted duty will continue to fall under the Maximum Medical Improvement guidelines and must be able to return to full duty within one year from date of injury. Based on the return to work date, the employee shall be allowed at least 90 days at a restricted duty classification and then will be reevaluated by the treating provider. This will continue in 90-day increments until the employee has been on restricted duty for a full year, and then may be subject to medical termination.
2. The employees will be re-employed in their previous positions with previously earned seniority restored, if within 12 months from their discharge date they are released to return to work with no restrictions and their former jobs are available.
3. If, within 12 months of their discharge date, the employee is released to return to work and the former job is not available but another position within their capabilities, with or without reasonable accommodations, becomes available, the employee will be re-employed at a rate that is within the pay range for the position assigned. If such an employee accepts a lower paying job than the one held immediately prior to discharge, the employee may return to his former position if within 12 months of the discharge date the former position becomes available and the employee is able or becomes able to perform the work with or without a reasonable accommodation as appropriate.
4. Determination as to the employee's ability to perform the available or former job duties, with or without reasonable accommodations as may be appropriate, will be made by the department Director and the Human Resource Director, in consultation with the Safety Officer and the employee's treating provider. All of the above re-employment situations will include restoration of previously earned Commission seniority and bargaining unit seniority as applicable to the location of the position.
5. Refusal to accept any above offer of re-employment will invalidate the employee's employment rights.
6. Re-employment within the 12-month period will take precedence over the job posting and bidding procedure. These employees will have first opportunity to fill the respective jobs before they are filled from any other source. Order of preference for returning employees will be determined by adjusted Utilities Commission and bargaining unit seniority dates if two or more individuals are otherwise qualified and physically able to perform the same job.

This procedure will apply to any employee who is discharged solely because of physical limitations or medical restrictions resulting from a work-related injury.

ARTICLE XXV

EMPLOYEE GROUP INSURANCE

25.1 Short Term Disability and Life Insurance

The Utilities Commission agrees to furnish employee short-term disability insurance and life insurance at no cost to the employee. Short-term disability coverage will begin after the 12th day of illness or accident (non-work related) in accordance with provisions of the short-term disability contract.

25.2 Group Health Insurance

Group health insurance for employees and dependents will be optional for both employees and dependents to the extent provided hereinafter (see section 25.3 and 25.6).

25.3 Cafeteria Flexible Benefit Plan

The Commission offers a cafeteria flexible benefit plan. The Commission will contribute \$150 per month to the full time employee covered by outside insurance coverage (proof of insurance will be required annually) other than the current Utilities Commission healthcare provider. The part time employee (39 hours to 20 hours) gets 75% of \$150 per month contributed.

For regular full time employees (40 hours per week) covered by the Utilities Commission, the Utilities Commission shall pay 100% of the health care premium. Employees from 0 to 5 years of continuous service (as of their anniversary date) will receive a contribution of 50% from the UC for their dependent coverage. For employees with 6-15 years of service (as of their anniversary date) dependent coverage will be 65%, for employees with 16 to 25 years of service (as of their anniversary date) dependent coverage will be 80%, and employees with greater than 25 years of service (as their anniversary date) dependent coverage will be 100%.

Regular part time employees working at least 30 hours a week but less than 40 will receive 75% of their medical premium paid by the Utilities Commission as long as the employee elects to receive benefits. Regular part time employees working at least 20 hours but less than 30 hours a week will receive 50% of the premium paid by the UC.

Eligibility for Benefit: If an employee starts prior to the 15th of the month, the entire month counts as the first 30 (31) days of the 60 day waiting period, and then the employee must wait another 30 (31) days. Benefits then begin on the first day of the third month.

If the employee starts on the 15th day or after of the month, that month does not count toward the 60 day waiting period. The employee must wait two months at either 30 days or 31 days and is then eligible on the first day of the third month.

25.4 Cafeteria Plan

The employees will determine how the cafeteria plan amount will be allocated per month. If the employee does not choose health insurance with the Utilities Commission healthcare provider; coverage, the employee must provide a copy of outside coverage to the Human Resource Department. The Cafeteria Plan, to the extent permitted by the Internal Revenue Code, may be used to purchase dependent health insurance, vision insurance, life insurance, make co-payments on spouse insurance, to meet deductibles to pay for child care and other applicable programs as permitted by the Internal Revenue Code. Employees will be permitted to designate a portion of their earnings as tax free to reimburse the employee for eligible expenses.

25.5 New and Amended Coverage

The parties recognize that the Commission may find it necessary to seek new insurance coverage or to amend some of the coverage in its existing group plan in order to contain costs. Both parties recognize and accept the fact that the new or amended coverage may be different from those provided by the current group plan. In determining such new or amended coverage, the Commission agrees to maintain high quality health insurance plan options for its employees that are consistent with current trends in the health insurance industry and are similar in as many respects as possible to one of the plans that existed during the period covered by the previous agreement.

25.6 Required Participation In Medical Plan

In the event less than one hundred (100) employees elect to be covered by the Commission's employee group health insurance plan, the Utilities Commission retains the right to require all employees to participate as insured in the employee group insurance plan.

25.7 MEDICAL PLAN FOR RETIREES

The UC shall permit employees who have worked a minimum of 30 full time, consecutive years the ability to purchase the same medical plan as active employees at the COBRA rates (102%) paid by UC employees. The employee, upon retirement, must apply for this benefit within COBRA time guidelines (60 days). Upon attaining the age of 65, this benefit shall cease, consistent with Medicare eligibility at age 65. This benefit is for employees and their eligible dependents and the employee shall also absorb the COBRA cost for their dependents. Dependents must meet the definition within the medical plan.

25.8 Life Insurance Benefits for Retirees

The UC Life Insurance provider shall provide the retiree (as defined within the plan document) the ability to purchase \$25,000 worth of life insurance, at the rate of \$43.75 per month up to the age of 69. The employee also has the option to purchase \$10,000 worth of coverage for \$17.50 prior to the age of 70. At the age of 70 the principle shall be reduced to \$10,000. The cost for this premium will be \$17.50 per month. The employee must select this benefit within 30 days of leaving employment.

ARTICLE XXVI

TRAINING

26.1 Supplemental Training

The Utilities Commission and the Union agree to pursue an employee training program to better prepare applicable employees for their present position and to provide maximum preparation for promotional opportunities. Employees will be permitted to cross-train within their department as long as there is no detriment to the operation or an over-expenditure of overtime dollars. Departments are listed in Article VII, Section 7.4. Selection of employees to receive supplemental training will be based on seniority within effected classifications, quality of work, safe work record and a superior attendance record.

ARTICLE XXVII

EDUCATIONAL/CERTIFICATION/ LICENSURE REIMBURSEMENT

27.1 Payment Rules

The Director of Human Resources shall determine, in conjunction with the department Director, the merits of requested courses as they relate to the Utilities Commission employment. The following rules shall apply in order to qualify for reimbursement:

1. The employee shall submit the appropriate forms indicating the class being taken, and the college/university/trade school providing the class (must be accredited).
2. The employee will indicate on the form the degree program/trade school certification and an explanation of its relevance to either the employee's current position, or a position which the employee hopes to achieve within the UC.
3. The employee will submit the cost of the class(es). Late fees are not reimbursable.
4. The employee will submit the grade(s). 100% of the cost shall be paid for a grade of B or better, and 50% of the cost shall be paid for a C. A grade below a C (including an incomplete) is not reimbursable.
5. Employees are responsible for advance payment.
6. Payment shall not exceed the cost of tuition at a state of Florida University.
7. The UC shall reimburse the employee up to a maximum of \$1,000 per semester for classes.
8. Books shall be paid up to \$200 per semester.
9. Lab fees and other course-relevant fees shall be paid inclusive in the \$1,000 maximum.
10. The employee agrees to continue employment with the UC for one year upon completion of the degree achieved. In the event the employee does not, the cost of the prior year's educational expenses shall be reimbursed or deducted from the final paycheck (with the exception of a layoff).
11. The employee is expected to stay one full semester after each class taken, or full reimbursement of costs will be deducted from the final paycheck.
12. Continuing education classes shall be paid relevant to the employee's position.
13. CEU's shall be paid relevant to the employee's position.
14. Parking fees shall be paid for a permit only.
15. Receipts for all expenditures must be provided as well as the transcript showing the grade.
16. Licenses relevant to the position or of benefit to the UC shall be paid.
17. A CDL shall be paid for by the UC, which includes the testing, the physical and drug screen, and the license itself. Receipts must be provided.

ARTICLE XXVIII

DRESS CODE

28.1 Appropriate Attire

Employees are expected to report to work properly attired, and adhering to all Personnel Protective Equipment guidelines and safety guidelines within this contract. In addition, if uniforms/shoes/safety equipment are issued, employees are expected to wear them at all relevant times. Personal attire is expected to be neat, clean and properly laundered.

28.2 Union Attire

May be worn on casual Friday as long as it does not impede identification of the UC as the employer, nor violate any safety regulations.

ARTICLE XXIX

DURATION AND, TERMINATION

29.1 Agreement in Effect

Except as hereinafter provided, this Agreement shall take effect at 12:01 A.M., July 1, 2007 and shall remain in full force and effect until midnight, June 30, 2010, except that wages effective October 1, 2009 shall remain in full force and effect through September 30, 2010, regardless of the expiration of the remainder of this contract on June 30, 2010.

29.2 Wage Reopener

Either party may reopen wages for negotiation for the second year of this Agreement (July 1, 2008 - June 30, 2009) and again for the third year of this Agreement (July 1, 2009 - June 30, 2010). In addition, each party may reopen one other article for the second and third years. Either party desiring to reopen an article must give the other party notice of intent to reopen during December 2007 for the second year, and December 2008 for the third year. Failure of one party to give the other notice of intent to reopen during December of the appropriate year will result in that party forfeiting its right to reopen an article for the ensuing year of this Agreement.

29.3 Contract Termination Notice

Either party desiring to terminate the contract upon its expiration date on June 30, 2010, must give the other party notice of intent to terminate in December 2009. The parties will begin negotiations with the goal of reaching agreement by March 1, 2010, for the appropriate period beginning July 1, 2010.

29.4 Contract Automatic Renewal

Failure to give notice of termination in December 2009 will result in the contract automatically renewing itself for successive one year periods until the appropriate notice of termination is given in December of a subsequent year.

Executed by their duly authorized representatives as of the date and year set forth above.

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL 2088

UTILITIES COMMISSION, CITY
OF NEW SMYRNA BEACH, FLORIDA

By: _____
BUSINESS MANAGER

By: _____
HUMAN RESOURCE DIRECTOR

By: _____
CHIEF STEWARD

By: _____
CEO/ UTILITIES COMMISSION

By: _____
STEWARD

By: _____
STEWARD

APPENDIX A – ANNUAL SALARY RANGE
Effective October 1, 2007

<u>PAY GRADE</u>	<u>Step A</u> <u>Minimum</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u> <u>Midpoint</u>
5 Maintenance Worker Clerk Courier Mechanic Helper	\$11.06	\$11.61	\$12.20	\$12.81
6 Cleaning Specialist General Office Clerk Cashier/Receptionist Dispatcher	\$11.77	\$12.36	\$12.98	\$13.62
7 Groundsman Utilities Employee I Storekeeper I Meter Reader I Purchasing Specialist Bookkeeper Data Processing Operator Substation/Electrician Mechanic Trainee Sldg Trk Grnd Maint Emp Elec Trouble Dispatcher Installation Tech Trainee Bio-Solids Tech	\$12.48	\$13.10	\$13.77	\$14.45
8 Operator Trainee Utilities Employee II Customer Service Rep Lift Station Operator Engineering Draftsman I Sr. Bookkeeper	\$13.19	\$13.85	\$14.54	\$15.27

<u>PAY GRADE</u>	<u>Step A Minimum</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D Midpoint</u>
9 Meter Reader II Sr. Data Processing Op	\$13.88	\$14.57	\$15.30	\$16.06
10 Apprentice Lineman I (4yr) Water Meter Mechanic Backflow Prevention Tech	\$14.60	\$15.34	\$16.10	\$16.90
11 Jetvac Truck Operator Laboratory Tech Meter Service Tech I Purchasing Assistant Sub Electrician/Mechanic I Heavy Equipment Op App Lineman I (3yr) TV Tech/Line Locator Engineering Aide Generation Maintenance Tech	\$15.30	\$16.06	\$16.86	\$17.71
12 Environmental Specialist Fleet Mechanic I Generalist Maintenance Mechanic I - Water App Lineman II (4yr)	\$16.00	\$16.80	\$17.64	\$18.53
13 Operator C Meter Tech II	\$16.72	\$17.55	\$18.43	\$19.35

<u>PAY GRADE</u>	<u>Step A Minimum</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D Midpoint</u>
14 App Lineman III (4yr) Operator C (DC) Utilities Employee III Sub Electrician/Mechanic II App Lineman II (3yr)	\$17.42	\$18.29	\$19.21	\$20.16
15 Operator B Working Foreman Water/Sewer	\$18.12	\$19.03	\$19.98	\$20.98
16 App Lineman IV (4yr) Installation Tech Operator B (DC) Fleet Mechanic II App Lineman III (3yr) Maintenance Mechanic II	\$18.82	\$19.76	\$20.74	\$21.79
17 Operator A	\$19.53	\$20.50	\$21.53	\$22.60
18 Operator A (DC)	\$20.23	\$21.25	\$22.30	\$23.42
19 Fleet Mechanic III Maintenance Mechanic III Warehouse Foreman Generation Maintenance Mechanic	\$20.94	\$21.98	\$23.08	\$24.24
20 Lead Fleet Mechanic Electrician Instrument Coordinator	\$21.65	\$22.74	\$23.87	\$25.07

<u>PAY GRADE</u>	<u>Step A Minimum</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D Midpoint</u>
23 Lineman Substation Electrician/Mechanic	\$24.06	\$25.26	\$26.53	\$27.85
26 Line Crew Leader Substation Crew Leader Installation Crew Leader	\$25.89	\$27.18	\$28.53	\$29.96

Note: Term Crew Leader has been introduced for gender purposes and replaces the term foreman at the Pay Grade 26 level.

APPENDIX B

CDL REGULATIONS

I. PURPOSE

Whereas illegal drug use and/or misuse of alcohol adversely affects employees' job performance and jeopardizes their safety, the safety of other employees and the public and the reliability of the New Smyrna Beach Utilities Commission's (hereinafter Commission) operations, the Commission and the International Brotherhood of Electrical Workers Local 2088 agree to the following policy and procedures concerning drug and alcohol abuse; this policy will be considered part of the Collective Bargaining Agreement and any dispute over the application, interpretation or enforcement of this policy will be subject to the Grievance and Arbitration provisions of the Collective Bargaining Agreement.

II. POLICY

This is official notification that the Commission is adhering to the Department of Transportation ("D.O.T.") Regulations for CDL drivers and those in a safety sensitive position. All employees are absolutely prohibited from unlawfully manufacturing, distributing, possessing or using controlled or illegal substances in the workplace. It is a condition of employment to refrain from taking illegal drugs, abusing prescription drugs on or off the job. It is a violation of company policy to report to work or working with the presence of illegal drugs or alcohol in your body. Therefore, Commission has adopted the following specific D.O.T. policy and other requirements as attached hereto:

- (1) It is a violation of company policy for an employee to use, possess, sell, trade, offer for sale, or offer to buy illegal drugs or otherwise engage in the illegal use of drugs or consumption of alcohol on the job, including the illegal use of prescription medication.

Drug and alcohol testing will begin on September 10, 1996, which is sixty (60) days from be in compliance with the D.O.T. regulations. You have therefore received your Notice to Employees.

III. VOLUNTARY TREATMENT:

If you think that you may be experiencing problems with drugs or alcohol, and you are not currently the subject of a positive test, you are encouraged to contact the UC's Employee Assistance Program or to enroll in a rehabilitation treatment program. Covered treatment facilities and providers can be found in the medical plan provider directory. For confidential assistance, please contact the Human Resource Director. All treatment is confidential and will remain in the medical file.

Enrollment in a treatment program or attending counseling will not provide immunity from a violation of any Commission or D.O.T. policies nor does it restricts the Commission from taking any other appropriate employment action.

IV. After a Positive Test Result (Includes Refusal to Test)

As a result of any of the testing options under the D.O.T regulations, if you have a confirmed positive test result, notification you will receive notification from the Medical Review Officer (MRO) notifying you of your positive test result. Within the regulations, you will have an opportunity to demonstrate to the MRO why your test is positive. In the event the MRO does not accept the explanation, the MRO will then notify the Human Resource Director of the positive test. The Human Resource Director will contact your department Director, who will in turn bring you to the Human Resource Department immediately. DOT and Commission regulations shall then be followed.

A positive test shall result in 1) a one time only, last chance agreement, to receive rehabilitation which must be satisfactorily completed under the treatment provider guidelines. Refusal to accept treatment will be grounds for immediate termination.

Refusal to test will result in immediate termination.

V. Challenges to Test Results

Employees and applicants have the right to contest or explain a positive test result to the MRO. All challenges must be filed within 72 hours of receiving notification of such results. You are required to provide written documentation to the MRO, which explains or contests the result. You will be notified by the MRO as to why the explanation is unsatisfactory. You may also receive a copy of the test results. If you decide to challenge the test result, it is your responsibility to notify the laboratory and the MRO that you are challenging the test result. You will be solely responsible for all costs associated with such a challenge in the event the results remain the same.

VI. Cost of Testing

The Utilities Commission shall pay the cost of initial and confirmation drug tests which it requires of employees/applicants.

VII. Employee Testing Regulations:

A. Pre-Employment:

All applicants for a position with the Utilities Commission shall be tested during the pre-hire period and prior to performing safety-sensitive functions, or if the employee has applied for a different position which falls under the D.O.T. regulations. A refusal to submit to a test or a positive confirmed test result shall result in the applicant not being eligible for employment or for the new position. The applicant must show proof of successful completion of treatment before reapplying. Failure to pass this test shall result in either a one time only opportunity for rehab if this option has not been utilized. If the employee has already had rehab paid for by the UC, the employee shall be terminated.

B. Reasonable Suspicion:

An employee may be required to submit to testing when the Director or supervisor has a reasonable suspicion, as defined in the D.O.T. regulations. This portion of the law states; "...Reasonable suspicion testing means drug testing based on belief that an employee is using or has used drugs in violation of the D.O.T. policy, which is drawn from specific objective and articulate facts and reasonable inferences drawn from those facts in light of experience." Among other things, such facts and inferences may be based upon the following:

1. Observable phenomenon while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug.
2. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
3. A report of drug use provided by a reliable and credible source.
4. Evidence that an individual has tampered with a drug test during his/her employment with the current Utilities Commission.
5. Information that an employee has caused, or contributed, or been involved in an accident while at work.
6. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the Utilities Commission's premises or while operating the Utilities Commission's vehicle, machinery, or equipment.

C. Routine Fitness for Duty and Follow-up Testing:

An employee shall be required to submit to a drug test as part of a scheduled fitness for duty medical examination (medical card renewal) or, that is either part of the Utilities Commission's established policy or that is scheduled routinely for all members of an employment classification or group, or as a result of a violation of the prohibited alcohol/drug conduct standards in order to return to performing safety-sensitive duties. At least 6 unannounced follow-up tests must be conducted in the first 12 months after an employee returns to duty. Follow-up testing may be extended for up to 60 months following return to duty.

D. Random Testing:

Random selection may be computer generated by an outside contractor selected for this purpose, and will adhere to the D.O.T. regulations. Employees in designated safety-sensitive positions shall also be subject to random testing. Employees randomly selected on an unannounced basis shall report to the testing site immediately upon notification. Refusal to report for testing will be considered the same as a positive test.

E. Additional Testing:

All employees whose job description requires a CDL, shall upon renewal of the CDL medical card, be subject to a physical and drug screen.

F. Post Accident:

When an employee has an accident during the course of his or her employment, and the employee is believed to have contributed to the accident, the employee shall be tested for the presence of alcohol or drugs. If because of the accident, an employee is unable to submit to a drug or alcohol testing immediately, the employee will authorize the release of any medical reports or documentation to the MRO regarding the presence of drugs or alcohol in the employee’s body at the time as a result of the accident. Refusal to agree to the release of this information will result in immediate termination from employment.

Any employee who has an accident with a Utilities Commission vehicle in which a police report is filed, a citation is issued, damage is done to the vehicle requiring the vehicle to be towed, or a fatality has occurred, shall be tested. This applies to an employee who is being compensated to use their own vehicle during the course of their work day or while traveling for a work-related function.

In addition, all accidents shall be reported to the Safety Officer/Risk Manager.

G. Drugs Tested:

You shall be tested for any or all of the following:

(Also included in this list are the most common medications by brand name or common name and chemical name which may alter or affect a drug test.)

<u>Chemical Name</u>	<u>Brand Names</u>	<u>Cut off Levels</u>
<u>Alcohol</u>	<u>Booze, drink, beer, wine, liquor, medications containing ethyl alcohol (ethanol), i.e. Vick’s Nyquil, Comtrex, Listerine</u>	<u>0.04g</u>
<u>Amphetamines</u>	<u>Binhetamine, Desoxyn, Dexedrine, speed</u>	<u>1000 ng/ml</u>
<u>Cannabinoids</u>	<u>Marijuana, hashish, hash, hash oil, pot, joint, roach, spliff, grass, weed, reefer, hemp products, hemp oil</u>	<u>50 ng/ml</u>
<u>Cocaine</u>	<u>Coke, blow, nose candy, snow, flake, crack</u>	<u>300 ng/ml</u>
<u>Phencyclidine</u>	<u>PCP angel dust, hog</u>	<u>25 ng/ml</u>
<u>Methaqualone</u>	<u>Not legal by prescription</u>	<u>300 ng/ml</u>
<u>Opiates</u>	<u>Opium, dover’s powder, paregoric, parepectolin, heroin, codeine, morphine</u>	<u>2000 ng/ml</u>
<u>Barbiturates</u>	<u>Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal</u>	<u>300 ng/ml</u>
<u>Benzodiazophines</u>	<u>Ativan, Azene, Clonopin, Dalmone, Diozepam, Halcion, Librium, Poxipam, Restoril, Serax, Tranxene, Valium, Vertron, Xanax</u>	<u>300 ng/ml</u>
<u>Methadone</u>	<u>Dolophine, Methadose, Ecstasy</u>	<u>300 ng/ml</u>
<u>Propoxyphene</u>	<u>Darvocet, Darvon, Dolene</u>	<u>300 ng/ml</u>

VIII. Reporting Use of Prescription or Non-Prescription Medications:

An employee or job applicant shall confidentially report the use of prescription or non-prescription medications to the MRO, either before or after being tested. Presence of some prescription and non-prescription medications in the body may affect the outcome of the test. A list of the most common medications which may alter or effect a drug test is attached. The employee should provide the Human Resource Director with copies of relevant prescriptions which may impact the employee's ability to perform their safety sensitive job.

IX. Confidentiality

All information, interviews, reports, statements, memoranda, and drug and alcohol tests results, written or otherwise received by the Utilities Commission through this Policy are confidential communications and will be maintained in the employee's confidential medical file. The Utilities Commission, any laboratory, Medical Review Officers, Employee Assistance Program, drug or alcohol treatment program or their agents who receive or have access to this information concerning drug test results shall keep it confidential. Release of such information under any circumstances shall be solely pursuant to a signed consent form signed voluntarily by the person tested, unless such release is compelled by a hearing officer or a court of competent jurisdiction pursuant to an appeal taken under this section or unless deemed appropriate by a professional or occupational licensing board in a related disciplinary proceeding.

X. Miscellaneous

- Shall be immediately removed from safety-sensitive functions, after confirmation from the MRO that the positive test is a result of unauthorized use of a controlled substance. The employee cannot return to safety-sensitive duties until an evaluation has been completed by a substance abuse professional and they have complied with all treatment recommendations (one time only treatment).
- Shall be terminated from employment for a second positive test or for failure to complete mandated treatment satisfactorily.
- The Utilities Commission shall provide an annual education course to assist employees and/or supervisors in identifying personal and emotional problems, which may result in the misuse of alcohol or drugs and the DOT regulations. This course should include a presentation on the legal, social, physical and emotional consequences of the misuse of alcohol or drugs.
- The employee must bring their driver's license with them to the testing site and must sign a Release of Information Form during the testing process. The employee must also report any prescription medications taken within 30 days to the MRO.

The Utilities Commission reserves the right to amend, change or alter this Policy without the consent of its employees.

Over-the-Counter and Prescription Drugs that Could Alter or Affect The Outcome of a Drug Test

Alcohol:

All liquid medications containing ethyl alcohol (ethanol). Read the label for alcohol content.

Amphetamines:

Obetrol, Biphphetamine, Desoxyn, Dexedrine, Didrex

Cannabinoids (marijuana):

Marinol (Dronabinol, THC)

Cocaine:

Cocaine HCl topical solution (Roxanne)

Opiate:

Paregoric, Parepectolin, Donnagel PG, Tylenol with Codeine, Empirin with Codeine, Aspirin with Codeine, Robitussin AC, Guafacem AC, Novahistine DH, Novahistine Expectorant, Dilaudid (hydromorphone), M S Contin and Roxanol (morphine sulfate, Percodan, Vicodin, etc.)

Barbiturates:

Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Butisol, Mebaral, Butabarbital, Phrenilin, Triad, etc.

Benzodiazepines:

Ativan, Azene, Clonopin, Dalmane, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Halcion, Poxipam, Restoril, Centrax.

Methadone:

Dolophine, Methadose

Propoxyphene:

Darvocet, Darvon N, Dolene, (painkillers).

If you are being given this list as preparation for a drug or alcohol test, It is imperative for you to bring a picture ID and/or your CDL with you to the collection site. You will be expected to sign a Release of Confidential Information form, and to report to the testing technician any prescribed or over-the-counter medications you have taken during the past thirty days.

APPENDIX C

Workplace Violence Policies

1.0 ZERO TOLERANCE POLICY STATEMENT:

It is the Utilities Commission's policy to provide a safe workplace for our employees. The Utilities Commission has adopted a Zero Tolerance Policy with respect to threats of violence or violent acts in the workplace. The following policy statements shall be adhered to by all Utilities Commission employees and contractors:

A. WEAPONS IN THE WORKPLACE POLICY:

The carrying or possession of firearms or other weapons is prohibited at all times in Commission buildings or on Commission property, including Commission parking lots and in Commission vehicles. The carrying or possession of firearms or other weapons is prohibited in any other location while on duty.

Any weapon discovered to be in violation of the Commission's policy may be seized by law enforcement authorities. Weapons, for purposes of this policy, are defined as:

1. Any firearm
2. Any knife with a blade in excess of four inches and not issued by and utilized for work
3. Any item that is specifically designed or used to intentionally inflict bodily harm
4. Any item that the employee is using in an inappropriate fashion in the employee's work location (including a UC vehicle) that could be used to cause fear of violence or may be used in connection with threats. (example: employee throws a stapler at another employee in anger)

2.0 WORKPLACE VIOLENCE POLICY

Threats, threatening language, or any other acts of verbal or physical aggression or violence made towards or by a Utilities Commission employee **will not be tolerated**. For purposes of this policy, threats include verbal or physical harassment, attempts at intimidation or to instill fear in others, menacing gestures, flashing of concealed weapons or utilizing tools or office items as a weapon, stalking, verbal or physical abuse, threats conveyed in writing, or other hostile, aggressive, injurious, and destructive actions.

In addition, failure to comply with this policy shall result in disciplinary action up to and including termination of employment.

3.0 REPORTING RESPONSIBILITIES

All potentially dangerous situations, including threats, should be reported immediately to the supervisor, Director, Safety Officer/Risk Manager or the Employee Relations Manager Human Resource Director. All threats will be promptly investigated by the Human Resource Director and the Safety Officer. Reports of threats may be made anonymously. No employee will be subject to retaliation, intimidation, or discipline as a result of reporting a threat under this policy. If an investigation confirms that violence or threats have been committed by an employee, or the Working Relations Policy has been repeatedly violated, the Utilities Commission will take corrective action which shall result in discipline up to and including discharge.

FALSE REPORTING: Disciplinary action up to and including discharge may also be taken against any employee who knowingly makes a false, merit-less or malicious claim under these policies.

THREAT ASSESSMENT TEAM: The Human Resource Director will Chair the Threat Assessment Team in conjunction with the Safety Officer/Risk Manager and any other Director/supervisor deemed to be relevant to the case at hand. The Threat Assessment Team will investigate all claims.

Examples of behavior by non-UC employees or vendors that would also merit reporting includes the following:

- Someone acting suspiciously in the building or on the grounds of any UC building.
- A suspicious vehicle outside the any UC building.
- Threats made by irate customers or vendors either in person or by phone or in writing.
- Threats made by spouses and/or ex-spouses to any other UC employee.
- Acts of stalking by a non-UC employee or vendor
- Unusual packages or letters.
- Visitors who refuse to sign in and refuse to supply proper identification.

4.0 PROBABLE CAUSE AND INSPECTIONS

If there is probable cause to believe that personal property (i.e. the employee's locker, desk, workspace and in some cases their vehicle) may contain weapons, the Utilities Commission has the right to either inspect or request assistance from law enforcement, to inspect personal property of employees on Commission property.

An employee who refuses to allow for an inspection, probable cause exists, or to submit immediately to such an inspection of his or her person, vehicle or other property by an appropriate professional (police officer or other law enforcement authority) shall be considered insubordinate and subject to disciplinary action, up to and including discharge.

5.0 PROCEDURES FOR HANDLING VIOLENT SITUATIONS

A. Pre-crisis situations:

1. When an employee identifies a potentially violent situation:
 - (a) The employee immediately reports the situation to the Human Resource Director or the Safety Officer/Risk Manager or their supervisor/Director.
 - (b) Management will investigate immediately and document the information received.
 - (c) Based on the results of the investigation, management will either:
 - (1) Resolve the situation utilizing existing procedures (e.g. counseling, discipline, EAP, or other resource) and provide the Human Resource Director with this information.
 - (2) Provide the information to the Threat Assessment Team which shall be comprised of the Human Resource Director and the Safety Officer/Risk Manager and any other relevant supervisory personnel.
 - (3) Inform the applicable Director of the potential issues at hand.
2. Management or a member of the Threat Assessment Team will complete the investigatory process as follows:
 - (a) Closure feedback will be provided to the reporting employee.
 - (b) The results will be documented either in an investigatory file or in the personnel file as warranted.
 - (c) An appeal process, if applicable, will be explained.

B. Crisis Situations

1. Personal safety is of the utmost priority.
2. The Threat Assessment Team shall contact local law enforcement and/or medical emergency personnel and the CEO and shall act upon the directives given.
3. All employees are empowered to contact local law enforcement in any perceived emergency situation.
4. Media inquiries shall be referred to the Public Information Officer and in the absence of the PIO, the Human Resource Director.

C. Post Crisis Situations

1. The Threat Assessment Team will coordinate an incident debriefing session with relevant employees.
2. Management will provide a follow-up assessment to the Director and the CEO.
3. Refer all media inquiries to the Public Information Officer.

6.0 OBJECTIVES OF WORKPLACE VIOLENCE POLICY

The objective of the Utilities Commission Workplace Violence Policy is to maintain the safety of, and a positive working environment, for all of its employees. The UC will not, therefore, engage in any conduct which would serve to escalate a hostile or threatening situation.

Nothing in the Violence in the Workplace Policy, or Working Relations Policy or guidelines is intended or shall be used to violate any legal requirement or safety standard. If applicable laws or safety standards become effective which are in conflict with any provisions of the Policy or Guidelines, the Policy and/or Guidelines shall be deemed amended to conform to such conflicting provisions and all other provisions shall remain in effect.

APPENDIX D

FLORIDA DRUG FREE WORKPLACE ACT, UC POLICY

This is official notification that the Commission utilizes the Florida Drug Free Workplace and Alcohol Policy as authorized by FS Chapter 440.102. The Utilities Commission uses the standards set forth by the D.O.T. regulations for CDL drivers and those in a safety sensitive position, for all UC employees.

For purposes of the FDFWA, the employee shall be subject to a 10 panel drug test. (D.O.T. regulations require a 5 panel test).

All employees shall be held to the D.O.T. standards with respect to:

1. Pre employment testing
2. Post Accident testing
3. Reasonable suspicion
4. Random testing
5. Follow-up testing/return to duty

All employees should review the D.O.T. language (see Appendix B) as included in the CBA for clarification of the regulations governing testing options, treatment options, and conditions for continued employment after a positive test.

Index

A

Additional Testing p. 55
After a Positive Drug Test Result p. 54
Americans with Disabilities Act (ADA) p. 4 section 3.3
Appendix A - Wage Schedule - 48
Appendix B - Shift Differential p. 51
Appendix C - Certification Required for W/ WW Treatment Plant Operator Trainees p. 52
Appendix D - Drug Free Workplace and Alcohol Use Policy p. 53
Appendix E - Violence in the Workplace p. 60
Appendix F - Wages and Compensation
Appendix G - Classification - Operator Trainees
Appendix H - Section 3.12 Purchase of Work Boots
Appendix I - Wage Classifications
Arbitration p. 28
Assignment and Deduction Authorization p. 12
Availability of Agreements p. 5 section 3.5

B

Before a Positive Drug Test Result p. 54
Blazers or Vests p. 6 section 3.11
Bulletin Board p. 5 section 3.6

C

Call-Out p. 23 section 10.7
Challenges to Test Results p. 54
Check-Off and Union Representation p. 11
Commercial Driver's License p. 8 section 3.13F
Condition of Employment p. 3
Confidentiality p. 56
Consequences p. 56
Cost of Testing p. 54
Court or Jury Duty Leave p. 41

D

Death in Family p. 40
Departments p. 14 section 7.4
Determination of Requirement to Operate Vehicles p. 7 section 3.13B
Discipline and Discharge p. 24
Driver's License Requirement p. 7 section 3.13
Drugs Tested p. 55
Duration and Termination p. 46

E

Electric Line Work p. 30 section 15.6
Employee Group Insurance p. 45
Employee Reporting Requirement p. 43 section 24.3
Employees Required to Have a Commercial Driver's License p. 8 section 3.13G
Employer Rules and Progressive Discipline p. 25

F

Family Medical Leave Act p. 41
Florida Driver's License Required p. 7 section 3.13A
Follow-Up Testing p. 55

G

Grievance and Arbitration Provisions p. 10 section 5.1
Grievance p. 27

H

Headgear p. 6 section 3.11
Holidays p. 35
Hours of Work and Overtime p. 20

I

Impact on Employment p. 43 section 24.4
Inspections p. 61 section 4.0

J

Job Applicant Testing p. 54
Job Posting and Bidding p. 16
Job Posting and Bidding Procedure p. 52A

L

Layoff and Recall p. 15, 52B
Leave of Absence p. 42
Letter of Understanding #1 - Wages and Compensation p. 63

M

Management Rights p. 9
Meal Period p. 22 section 10.4
Meal Times and Meal Allowances p. 22 section 10.6D
Medical Treatment p. 43 section 24.2
Military Leave p. 41

N

Non-Bargaining Unit p. 6 section 3.10
Normal Work Week p. 20 section 10.1C
Notification of Lost or Invalid Driver's License p. 7 section 3.13C
Notification Requirements p. 43 section 24.1

O

Our-of-State Driver's License p. 8 section 3.13E
Outside Employment p. 4 section 3.4
Over-The-Counter and Prescription Drugs that Could Alter or Affect The Outcome of a Drug Test p. 59
Overtime p. 21 section 10.3

P

Pay Period p. 20 section 10.1F
Personal Leave Time p. 36
Personal Leave Time Request p. 40 section 18.8
Personal Leave Time Schedule p. 37
Post Accident and/or Injury p. 55
Presentation of Driver's License by New Employees p. 8 section 3.13D
Probationary p. 5 section 3.7
Probationary Period p. 5 section 3.7
Procedures for Handling Violent Situations p. 61
Purpose and Intent p. 3

R

Random Testing p. 55
Reasonable Suspicion Testing p. 55
Recognition and Representation p. 3
Regular Shift p. 20 section 10.1D
Regular Work Day p. 20 section 10.1B
Regular Work Week p. 20 section 10.1A
Reporting Use of Prescription or Non-Prescription Medications p. 56
Responsibilities p. 60 section 3.0
Routine Fitness for Duty Testing p. 55

S

Safety p. 29
Scheduled Days Off p. 20 section 10.1E
Seniority p. 13
Severance Pay p. 16 section 8.5
Strikes and Lockouts p. 10

U

Unscheduled Personal Leave Time p. 38 section 18.5

V

Vacancies, New, or Additional Jobs p. 17 section 9.3

W

Wages p. 32
Work Boots p. 6 section 3.12
Work Gloves p. 6 section 3.11
Work Jackets p. 6 section 3.12
Work Locations p. 12 section 6.6
Work Uniforms p. 6 section 3.11
Workers' Compensation p. 43

Letter of Understanding #1

June 30, 2007

Subject: Wages and Compensation

This will confirm the understanding of the parties concerning wages and compensation. Effective the payroll period following September 30, 2007, bargaining unit employees will receive a wage increase that will be as follows:

1. All bargaining unit employees as of October 1, 2007 will have their wages increased 3.5 per cent for fiscal year 2007-2008.
2. The Union may request a wage reopener for fiscal year 2008-2009, and 2009-2010.

ACCEPTANCE:

FOR IBEW LOCAL 2088:FOR THE UTILITIES COMMISSION:

Daniel Raymond
Business Manager

Paula Perez
Human Resource Director

Date _____

Date _____