

Collective Bargaining Agreement

Between

Utilities Commission

City of New Smyrna Beach, Florida

And

Local 2088

**International Brotherhood
of
Electrical Workers**

Effective July 1, 2010

Expires June 30, 2013

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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, and 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 whose positions 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 represented by the bargaining unit 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 for a position within the bargaining unit, with respect to the length 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, or any other provisions within the law, 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 as covered under the provision of the ADA Act. Nothing in this Agreement shall be construed as intended to be a barrier to reasonable accommodations to qualified persons with a disability.

3.4 Outside Employment

Outside employment shall not interfere with the employee'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 emergent or scheduled service by the Utilities Commission. An individual accepting outside employment shall notify his department supervisor prior to beginning such outside employment. Forms are available within the Human Resource Department for notification purposes. The Human Resource Director in conjunction with the departmental director shall notify the employee whether or not the outside employment is in violation of any UC policies or guidelines.

All injuries sustained while engaged in outside employment must be reported to the employee's Supervisor or to the UC Safety/Risk Manager 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 nor at any time while not at work for the UC other than reporting to work or returning home from work.

3.5 New Collective Bargaining Agreement

Management will make available one copy at each work location, within 30 days of the ratification by the bargaining unit and the Commission of a new Agreement or amendments to the existing Agreement including any amendments. The express purpose is for the availability of the Agreement for the employee who is a member of the bargaining unit and to the fact that the Union has been recognized as the exclusive bargaining representative for bargaining unit positions. In addition the copy of the Agreement also serves as the official notice to employees holding positions within the bargaining unit regarding the terms and conditions of the Agreement

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 by 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.

All costs incidental to preparation and posting of approved Local 2088 IBEW material shall be at the expense of the Union, with the exception for copies to be placed on union bulletin boards. The Local is responsible for posting and removing material from bulletin boards and for maintaining bulletin boards in a reasonable fashion.

3.7 Probationary Employees

Before such terms and conditions of this Agreement become applicable, each new UC employee who holds a position within the bargaining unit shall be considered probationary until completion of 180 calendar days of continuous employment. Exclusions to bargaining unit language can be found 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) and any other references to Federal or State law or statute.

During the probationary period, the employee may be terminated without cause and retention as an employee is solely at the discretion of the Utilities Commission. Upon completion of the probationary period, the employee shall be considered a regular employee with seniority as of the last date of hire within the bargaining unit position and is subject to all the provisions of this Agreement.

The UC reserves the right to reasonably increase the length of time served during any probationary period, training period or any other time in which the employee's performance may be in question (generally not beyond 90 days).

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, or conditions of employment within 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, in connection with experimental operations, and for temporary projects that do not exceed 120 days. Except in emergency and temporary situations, non-bargaining unit employees will not perform bargaining unit work without one or more bargaining unit employees present.

This language shall not displace regular employees nor shall this contribute to a layoff. An employee on recall should be the first considered for a temporary assignment provided they are qualified to perform the duties of the temporary position.

3.11 Uniforms

The UC provides uniforms and equipment to specified positions annually (on the employee's anniversary date of hire) and requires those employees to wear their uniforms and equipment on a daily basis. UC employees are expected to maintain their uniforms themselves (with the exception of fleet mechanics whose uniforms are laundered) and to come to work properly attired. All shirts are to be in the color of either light blue or dark blue (with the exception of crew leaders who may wear white shirts) as provided by the current uniform company. Uniforms, with the exception of fleet mechanic uniforms, are a taxable benefit to the employee.

Employees must order all uniforms, through the UC selected vendors.

Operations and Maintenance: Water Operations

The following positions fall within this department and shall receive uniforms: operators, lead operators, operator trainees, lab technician, maintenance/meter mechanics, lift station operators/trainees, instrumentation technician, electricians, UEI, UEII, UEIII and UEIV, Jet Vac Tech, TV Inspection Tech, Backflow and Repair Tech., Line Locate Tech (See 3.13 for disbursal list.)

Operations and Maintenance: Electric and System Operations Departments

The following positions fall within these divisions and shall receive uniforms: line crew leaders, linemen, apprentice linemen, groundsman, fleet mechanics, substation, relay and protective services employees, installation crew, environmental services, generation mechanics and groundskeeper. (See 3.13 for disbursal list.)

Operations and Maintenance: Finance Department

The following positions fall within these divisions and shall receive uniforms: cashiers, customer service representatives, facilities maintainer, billing technicians/specialists, storekeeper, warehouse/purchasing workers, meter readers/technicians. (See 3.13 disbursal list).

Such uniforms shall be replaced, without cost to the employee, whenever they are damaged or otherwise become unserviceable through as a result of normal work usage. The employee must alert the department designee in a timely manner of the need for replacement uniforms and must follow appropriate departmental procedures relevant to the replacement. Costs of replacement due to non-work related usage or misplacement of such shall be paid for by the employee.

3.12 Headgear, Work Gloves, Work Shoes/Boots, Jackets, Safety Glasses

Headgear

Baseball caps or blue floppy-style hats will be supplied to each operations and maintenance (non-clerical) employee as needed. Only employees who work regularly, outdoors, will receive a blue floppy hat) No other non-safety headgear will be permitted while on duty without the approval of management). Orange floppy hats are for safety circumstances and are considered PPE (personal protective equipment).

Work Gloves (See Personal Protective Equipment – non-taxable)

Work gloves shall be provided by the Utilities Commission as needed. In most cases this will apply to employees who work outside. Replacements will be provided with demonstrated need due to appropriate wear and tear from work related activities.

Utilities Commission uniforms and apparel featuring the Commission logo within all divisions shall not be worn by employees while engaged in outside employment or any outside non-company related activity at any time.

Work Boots/Shoes/Climbing Boots

The following positions qualify for issuance of climbing boots: linemen, line crew leaders, apprentice linemen, groundmen. Work boots shall be provided for, and must be worn by line crew leaders, apprentice linemen, groundmen, substation, relay and protective service employees, fleet mechanics, water department field workers, lift station maintenance mechanics, storekeepers and facilities maintainer and any other position requiring a hard, protective shoe. All other positions, such as meter readers/technicians or operators shall be eligible for shoes either in the style of a sneaker or boots. Clerical staff is not eligible for a shoe allowance.

- A. The Commission will reimburse each employee, upon successful completion of the six month probationary period, as listed above: \$125 per year for the purchase of work boots/shoes for the purpose of meeting safety standards for the position. Linemen positions will be reimbursed \$375 once every three years for the purpose of purchasing climbing boots in lieu of the yearly \$125 for all other qualifying positions.
- B. Probationary employees who are issued personal protective equipment, or are provided any other equipment must return all equipment or must repay the cost from their final paycheck if they do not successfully complete the probationary period. Probationary employees who purchase shoes or boots should maintain their receipts. They may submit at any time the receipt and upon successful completion of the probationary period for reimbursement.
- C. A receipt must be provided to HR before reimbursement will occur. Climbing boots purchased for the positions of lineman, groundman, apprentice lineman and substation mechanics must meet ASTM F2413-05 standards (or applicable standards). The tags that come with the boot (states EH – electrical hazard language) must accompany the receipt for purposes of reimbursement).
- D. 40KV over shoes (rubber boots) are provided by the UC for electric department employees as listed in item #C.

Jackets and Jacket Liner

The Commission will also provide each bargaining unit employee who works outdoors and was listed above, with one work jacket and liner. The Commission will select the supplier, brand and style of work jackets/liner required. Jackets/liners will be replaced every three years. A jacket that is damaged or not reparable prior to three years, may be replaced as long as the jacket was damaged as a result of work, and is turned in to the appropriate department designee.

Safety Glasses (See Personal Protective Equipment – Non- taxable)

The UC shall provide each employee requiring safety glasses a minimum of one set of lenses once per year, and one set of frames every two years. Replacement of damaged/lost prescription safety glasses during the course of safe work practices must be authorized by the department Director. The Risk/Safety Manager will provide this vendor information and will assist the employee in the selection process.

Personal prescription glasses are not considered safety glasses. Receipts for prescription safety glasses must be submitted to the Risk Management/Safety Officer in the HR Department.

3.13 Uniform Disbursal (Taxes will be applied according to IRS Guidelines)

The Outline Below Indicates Uniforms Disbursed to the Employee by the UC By Department:

A. Operations and Maintenance: Water Department – All Divisions

1. (5) Tee Shirts (long or short sleeved)
2. (5) Button down shirts, long or short sleeved
3. (5) Pairs of Long Pants or coveralls (may be interchanged)
4. Shoes or boots reimbursed up to \$125 per year
5. UC baseball caps or blue floppy hats (orange floppy hats will be provided as safety equipment for those positions who regularly work roadside)
6. Work gloves (safety equipment)
7. (1) Work jacket and liner and rain gear as needed
8. Safety equipment/tools as required by the position
9. Safety Glasses as needed

B. Operations and Maintenance: Electric Department, System Operations/Generation Departments:

1. (5) Tee Shirts long or short sleeved
2. (5) long sleeved fire retardant shirts/button down (linemen, substation)
3. (5) pairs fire retardant pants/jeans/coveralls (linemen, substation)
4. (1) Jacket/liner (fire retardant) and rain gear as needed (safety)
5. UC baseball style caps or blue floppy style hat (orange style for roadside work is safety equipment)
6. Work gloves (safety equipment)
7. Climbing boots every three years (linemen)
8. Boots (non-linemen positions)
9. Safety tools -ownership of such maintained by UC
10. Safety Glasses
11. Dialectic 40KV over shoes (rubber boots) furnished by UC

C. Operations/Maintenance: Finance Department /Meter Division:

1. (5) long sleeved or short sleeved tee shirts – meter readers
2. (5) long sleeved or short sleeved fire retardant shirts and 5 tee shirts – meter techs
3. (5) pairs pants/shorts (fire retardant for techs)
4. UC baseball caps/blue floppy cap (orange floppy for safety)
5. gloves (safety)
6. Boots/shoes up to \$125 per year
7. (1) Work jacket/liner (fire retardant for techs) and rain gear as needed
8. Tools and equipment - ownership maintained by UC
9. Safety Glasses as needed

D. Operations: Finance Department/Customer Service Division:

1. (2) short sleeved golf shirts or (customer service, cashiers, billing)
2. (5) short/long sleeved tee shirts (purchasing)
3. (5) Golf shirts for facilities maintainer

E. Crew Leaders – UEIV's, or Line Crew Leaders, or Lead Operators

1. (5) Long or Short Sleeved Dress Style White Shirts (In place of blue shirts)
2. (5) short or long sleeved tee shirts
3. (5) pairs of pants (fire retardant)
4. (1) Jacket/liner and rain gear
5. Baseball style caps
6. Boots up to \$375 for 3 years for line crew leaders
7. Boots or shoes up to \$125 per year UEIV's, Lead Operators
8. Tools and equipment -ownership maintained by UC
9. Safety Glasses

3.14 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. A DUI or DWI or points exceeding 9 in any given year are unacceptable. 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 license and a commercial driver's license endorsement as applicable to the specific job description shall be required. Failure to possess, obtain or maintain (within CBA guidelines) the required license/endorsement will disqualify any employee or applicant from such positions.

Examples of unacceptable driving record include but are not limited to: DUI, DWI, DUI/DWI reduced to any other category, reckless driving with homicide, suspended/revoked/expired license, and loss of job related endorsements.

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. 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 and/or CDL endorsement becomes suspended, revoked, expired, disqualified or otherwise lost or invalid or who pleads guilty or *nolo contendere* or who is found guilty of a 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 Human Resource Director or the Risk Manager in the absence of the HR Director.

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's license and/or the CDL endorsement if applicable. The employee may be temporarily assigned to any work available within his department, provided a funded vacancy exists, and a driver's license is not required for the position, 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 and reinstate a disqualified CDL endorsement if applicable, by the 60th day, and who cannot be reassigned shall be placed on unpaid leave during the 60 days. On the 61st day they shall be subject to termination of employment if the license is not active and valid, or if the license and CDL endorsement are not active and valid for those positions requiring both.

A hardship license shall not be acceptable for those drivers whose position requires a CDL endorsement.

D. Presentation of Driver's License by New Employees

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

Any new employee who does not have the required valid Florida driver's license at the time of employment shall not begin work until the license is obtained. The employee will not be released from probation prior to obtaining and possessing the required endorsement if applicable.

E. Commercial Driver's License Endorsement

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 must 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 a 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 a lost operator's license or CDL or any cost relating to reinstatement of an operator's license or CDL.

F. CDL Testing Regulations

Employees required to have a commercial driver's 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 in a UC CMV 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 (speeding, careless driving, failing to yield, etc.); (3) an accident where the CDL holder is held responsible and given a citation or 4) the vehicle must be towed.
- 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. It is the right of the Utilities Commission to determine the purpose of each of its departments, set standards of service, and to exercise control over its organization and operations.

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 which includes interpretation of the CBA
2. To hire, layoff, assign, demote 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 positions;
8. To increase or decrease the number of positions;
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 bargaining unit employees;
12. To decrease or increase the number of working hours per day or per week.
13. 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.

The administration of benefits (clerical processing) within this Agreement may be temporarily suspended by the UC during the time of a declared emergency not referenced in this manual, including but not limited to riots, civil disorders, war, or catastrophes such that the administrations of such provisions within this Agreement would be unworkable. The UC will administer benefits as soon as reasonably possible after such an event and will reconcile losses wherever possible, as quickly as possible.

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 manage 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.

The UC and the Union agree to meet at reasonable times during the term of this agreement upon request by either the UC or the Union in the event there are other terms or conditions of employment that may have a significant impact upon the terms of this agreement.

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, 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 the following actions:

- A. Discharge not only employees who may be the instigators of any violation of this Article, but the participants as well, at the discretion of the Utilities Commission.
- B. The UC reserves the right to allow an employee to work or return to work based upon the results of an investigation. In the event an employee is returned to work, this shall not be considered condoning 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.
- C. Obtain injunctive relief from the state court restraining the employees and/or the Union from striking and picketing or any violation of this clause if need be.

The Utilities Commission may exercise all or any of the above rights as well as any other legal rights to which it is entitled. 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 violation of the strike prohibition relevant to the Public Employment 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 Payroll and Benefits Specialist (PBS), or in the absence of the Specialist, the HRD, 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 PBS, 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 is 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 no more than 5 duly appointed Union Stewards for the purpose of processing grievances that may arise during the term of this Agreement. The UC reserves the right to discuss the appointment of a union steward in the event the steward's work record demonstrates disciplinary issues which may compromise the integrity of the appointment. The number of stewards shall not exceed the listings below. In addition one of the 5 stewards shall also be designated as the Chief Steward and one may be a Deputy Chief Steward for the Commission.

It is understood and agreed that any employee functioning as the Union Steward has productive work to perform for the UC and will not leave their position during work hours except after properly requesting and receiving authorization from their Director and only after stating what union duties are to be performed.

Work locations are defined as follows:

- A. Systems Operation- Generation Division –steward in Electric Dept. represents
- B. Electric Operations - Substation and Relay, Protective Services and Metering Division, Fleet Mechanics, Installation Operations – one steward
- C. Water Resources Department -Field Operations Division, Treatment Operations Division, Lift Stations and Maintenance Division, Reuse Division, lab, – two stewards
- D. Finance Department – Customer Service Division, (Billing, Meter, Cashier, Facilities Maintenance and Purchasing areas). – one steward
- E. 5th steward or any steward may float as needed

6.7 Notification

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

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 Director or supervisor. This time frame should not exceed four hours, with the exception of contract negotiations. Official time will be granted to the steward for the following purposes:

- a) To represent a bargaining unit employee or act as the Union representative during the presentation of a grievance to the UC under the provisions of the negotiated grievance procedure.
- b) To consult with Directors and/or Supervisors or the HRD.
- c) To investigate and process informal/formal grievances or a potential grievance.
- d) To be present at any examination of an employee within the bargaining unit by management in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee and the employee requests representation.
- e) To be present at the bargaining table during union negotiations but at no time will more than 4 stewards be permitted at the table at any one time.

6.9 Investigations of a Grievance

Union stewards will be allowed to investigate grievances during working hours after obtaining permission from their supervisor or director. Permission will not be unreasonably withheld and time will not be unreasonably spent during working hours researching the grievance issues. The steward and the supervisor will discuss the anticipated amount of time needed to investigate information relevant to a grievance. This time should not generally exceed one hour of regular business time. Supervisors are encouraged to exercise discretion to release an employee and/or steward to meet with the steward or Business Agent regarding an informal grievance when the supervisor believes that such a meeting may promote an amicable resolution of the grievance and thus will reduce the overall use of official time necessitated by the formal grievance procedure.

6.10 Approved Absences for Union Activity

Upon advance notice of at least one regular work week by the proper local Union Business Manager to the Human Resources Director or the appropriate department Director, the Utilities Commission agrees to allow brief absences without pay from the UC to any bargaining unit employee whose services are required for Union work, provided such absences do not unreasonably interfere with Commission operations. The Business Manager will provide the HRD with an approximate amount of time in which the employee will be absent.

6.11 Meetings with Management Officials

Stewards, or in the absence of a steward an employee who is a member of the bargaining unit, will be allowed time off without loss of pay, to attend meetings with UC management officials. The number of stewards 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 regular straight time pay in any one regular work day, when meetings are scheduled at least one and one-half hours before the end of the employee's work day. In the event a steward cannot attend such meeting and a replacement is requested, the Union shall inform the supervisor of the need for a substitution. The supervisor may use his discretion in granting such a request as long as the work schedule is not unreasonably impaired.

6.12 Union Contract Negotiations

A steward or an alternate designee whose time is spent in preparation for contract negotiations or in contract negotiations shall not be paid for by the Commission. The appropriate union official (Business Manager, Assistant Business Manager or the Chief Steward at the direction of the Business Manager) shall notify the Human Resource Director at least 5 working days prior to a negotiation day whenever possible, or at the soonest possible time of the need for the stewards to be present in negotiations. The HRD will notify the appropriate Director of the need for the applicable steward.

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 within a bargaining unit position, current classification, first date of work in the 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. The parties will make every attempt to resolve any disputes as to the list, before proceeding to the grievance process. If resolution cannot be determined at step 3 of the grievance process, 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. An employee's seniority shall be carried to any department as long as the position is represented by Local 2088 IBEW.

7.2 Seniority and Length of Service

Seniority of employees for purposes of promotions, shift assignment and layoffs and vacations shall mean the length of continuous uninterrupted service of such employee with the Utilities Commission from the last date of hire in a bargaining unit position. Bargaining unit service shall include all service spent in the bargaining unit position at the UC, but time in a position outside the bargaining unit shall not be counted toward bargaining unit seniority.

7.3 Loss of Seniority

An employee shall lose his seniority if he resigns, is discharged for any reason, is laid off and has not been recalled within one year, takes a leave of absence beyond 180 days, or retires. In addition, if an employee accepts a non-represented position, all time spent in the non-represented position shall not count towards seniority accrual. If not re-employed within 60 days, the employee will be treated as a new hire except he/she will receive past service credit toward seniority.

7.4 Seniority Classification

Where used in this contract, the term "department" shall be understood to mean one of the following areas governed by a Director, within the UC Company. The term "division" shall be understood to mean one of the subcomponents within the department.

The employee classifications are listed within the Divisions as follows:

- A. Systems Operation Department- Generation Division (Generation Mechanics)
- B. Electric Operations Department – Substation, Relay, Metering & Protective Services Division (Sub and Relay Technician)
- C. Electric Operations Department - Transmission and Distribution Lines and Support Services and Installation Crew Division (Groundsman, Apprentice Lineman, Lineman, Crew Leaders, Installation Crew Leader), Fleet Mechanics Division (Fleet Mechanic)
- D. Water Resources Department- Field Operations Division: Water Distribution, Sewer Collection and New Construction (UEIV,UEIII,II,I, Jet Vac, ,W. Meter Mech., Backflow Prev. Tech, TV Tech, Hydrant Tech, Locate Truck Tech)
- E. Water Resources Department- Treatment Operations W/RW: Maintenance and Lift Stations Division (Lift Station Operators, Mechanics, Electrician, Inst. Tech)
- F. Water Resources Department – Water Reclamation Operations Division (Operators, Lead Operator)

- G Water Resources Department – Water Treatment Operations Division (Water Production Operators, Lead Operator, Lab)
- H Finance Department –Materials Management Division (Purchasing, Storekeeper) Customer Service Division, (Cashier, CSR's, Billing, Facilities Maintenance), Meter Division., (Meter Reader, Meter Technician)

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.

7.6 Loss of Seniority and Leaves of Absence

Seniority will not accrue when a leave of absence extends longer than 180 days for a non-FMLA qualifying event. Seniority is not broken and continues to accrue during any approved leave of absence less than 180 days and during an FMLA qualifying event (see Article 23)

7.7 Seniority, Same Day Employment and Layoff

For purposes of determining seniority during the implementation of a layoff, consistent with employees with same day employment, management shall review employees date of hire into the bargaining unit, less any time lost (break in service) , the current position held, employment performance, education, certifications, and attendance.

ARTICLE VIII

LAYOFF AND RECALL

8.1 Layoff (Permanent or Non-Permanent)

In the event of a layoff, the Utilities Commission may declare a surplus in the classifications affected. The employee who is scheduled for a layoff may bump an employee with lesser bargaining unit seniority provided that employee has the qualifications to perform the duties of the position into which they wish to bump and provided the selected position is within the bargaining unit.

(1) The least senior employee in the classification who has less seniority than the employee seeking to exercise bumping rights may exercise bumping rights if a position for which he is qualified is available. Bumping may occur without regard to the Department or if there is no less senior employee in the classification, then under the following conditions:

(2) A less senior employee in another classification of the same pay grade, or a lesser pay grade 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 and has all required licenses (or can obtain them within a reasonable time frame), 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 unless they previously held the position.

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

(6) An employee on suspension for disciplinary issues does not have bumping rights and may be subject to a layoff prior to an employee with less seniority.

8.2 Recall

Recall of employees who have been subject to a layoff after the effective date of this Agreement will be to the employee classification at the time of layoff, or if not available, to a classification the employee previously held with the Utilities Commission as long as the employee can demonstrate the qualifications to perform the essential job duties without the necessity of extensive training and has all required current licenses(or can obtain them within a reasonable time frame), certifications and other requirements for the classification previously held. The right to recall shall expire one year after the employee's layoff date. If an employee refuses a position in any classification in which he was previously employed the employee does not forfeit recall rights. The UC then may fill the vacant position. Employees who are subject to a drug/alcohol test prior to returning to work must take and successfully pass the test prior to return to work. Employees will be informed prior to return to work, if their recall includes a drug and alcohol test. Failure to pass either the drug/alcohol test or the physical, the cost of which will be covered by the UC, (if a medical card is required and has lapsed) will result in forfeiture of recall rights.

8.3 Notification

Recalled employees shall be notified by registered mail to their last known address. It is the responsibility of the employee to notify the Human Resource Department of any address changes. 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 days from their notification to the UC that they are available for work.

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 one year or more of continuous service credited shall be entitled to severance pay when he has experienced a layoff, because of a lack of work for a period in excess of 90 calendar days. No employee shall be entitled to severance pay in cases where such layoff is due to (but not limited to) a disaster, fire, flood, explosion, bombing, earthquake, hurricanes, war (not to conflict with USERRA), or an 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. (See section VIII, Layoff and Recall)

The severance pay for employees entitled thereto under the provisions of this paragraph shall be paid at the rate of their regular base salaries as follows (based on hours worked per day for their regularly scheduled work week)

LENGTH (Scheduled work week):

<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	10 days
5 years to less than 11 years	15 days
11 years through 29 years	20 days
30 plus years	25 days

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, for purposes of this section only, severance accrual will reset on the date of recall as his new hire date.

ARTICLE IX

JOB POSTING AND BIDDING

9.1 Posting of Vacancies

All vacancies in full time positions in Section 7.4, A-H will be posted for 7 calendar 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 so the steward can post a copy of the vacancy on the bargaining unit bulletin board. Although the bidding procedure applies to all positions, it does not super cede management's right to determine those in the positions of: apprentice linemen, linemen, line crew leader; substation and relay electrician, substation and relay crew leader, installation crew leader, maintenance mechanic II and III, operator C; B; A; and lead operator, utilities employee II or III, UE III and IV, meter reader II, meter technician II.

9.2 Water Department Operators, Water Dept. Mechanics, Electric Department Linemen, and Substation, Metering and Protective Services:

- A) Operators: The Commission will determine the number of A, B, C and lead operators to be employed. When a position becomes available in the higher operator classification, the Director will make the determination as to whether or not the position will be filled. The employee will be placed in the next higher pay step (minimum 5% step increase or the next higher pay step).

There is no requirement for an operator C to move up to an operator B, nor a B to move to an A. However, if a position becomes available and a more senior operator does not wish to be promoted, a less senior operator may apply for the position.

An employee hired into the position of operator trainee must complete all work and pass all tests to become an operator C within three years from date of hire. Failure to do so will result in either loss of the position and termination from the UC, or the employee may apply for any other position within the UC for which the employee is qualified and provided that position is funded and vacant. There is no requirement on the part of management to retain a trainee who cannot meet and pass the qualifications of the trainee position.

Employees entering the Operator Trainee classification must obtain certification by the Florida Department of Environmental Protection as licensed water or waste water treatment plant operators within three years of their employment as trainees. For all certified operators, and operator trainees, the Commission will pay the fee for all testing and for the daily rate of pay for the Operator "C" license. Failure to pass the test on the third time may result in termination from the position at the discretion of the Director. The Utilities Commission shall pay the employee's daily rate of pay at the regular straight time pay. No overtime will be paid on a testing day.

- B) Lineman: The Commission will determine the number of groundmen, apprentice linemen and crew leaders to be employed. First year apprentice linemen will be selected exclusively from the groundman position. Pay progression from a lower level of Apprentice to the next higher level and from 4th year Apprentice to Lineman will take place upon satisfactory completion of all written and field tests and upon completion of a minimum of one year at the respective apprenticeship levels. All Apprentice promotions except 4th 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 4th year Apprentice to Lineman will be to Step A of the appropriate lineman labor grade. The pay increase will be effective the date in which the Director determines the requirements for promotion have been successfully completed. A certificate of completion will list the date.

Failure to successfully complete the apprentice program, beginning with the groundman position (up to three years as a grounds man, without penalty for budgetary constraints), will result in loss of the position. If there is not another funded vacant position within the UC for which the employee is qualified, the employee shall be terminated from the UC.

Management reserves the right to select crew leaders. The position will be courtesy posted.

- C) Water Resources Department Mechanics: The UC shall determine the number of mechanics to be employed and when a promotion may occur. Candidates must satisfy the following eligibility requirements:
1. Mechanic I: The applicant must complete the MMI curriculum, demonstrate mechanical aptitude, have satisfactory job performance and must be able to successfully pass the Mechanic I Level I Test.
 2. Mechanic Level I to Level II: Promotion may take place after completion of a minimum of two years in the MMI position, demonstration of mechanical aptitude, satisfactory job performance, and successful completion of their MMII test.
 3. Mechanic Level II to Level III: Promotion may take place after demonstration of mechanical aptitude, completion of a minimum of two years as Mechanic II, satisfactory job performance, and successful completion of the MMIII test.

- D) Meter Reader Department Candidates: UC management shall determine the number of positions available within the Meter Department. Promotions, which are optional, hold the following requirements:
1. Meter Reader I to Meter Reader II - Must successfully complete a minimum of two years as a meter reader I and must demonstrate knowledge of the meter reader handheld device, be able to recognize theft situations, and demonstrate sufficient job knowledge. (See job description for more specifics)
 2. Meter Reader II to Meter Tech I - Must successfully complete a minimum of two years as a Meter Reader II, is able to complete SEMA School or equivalent within one year from promotion, has experience in connecting/disconnecting utility service, and has experience reading and repairing meters. (See job description for more specifics)
 3. Meter Tech I to Meter Tech II - Must successfully perform the duties of a MTI for a minimum of two years. Must have successfully completed SEMA School or equivalent, must have successfully completed the in-house MVRS training within one year from promotion, has experience in connecting/disconnecting utility service, and has experience in reading and repairing meters.

There are no promotional requirements within the Meter Department. In the event a vacancy arises and the Director approves filling the position, and a more senior employee does not wish to apply for the position, a less senior qualified employee may apply.

- E) Substation, Metering and Protective Services: The UC will determine the number of apprentices and substation, metering and protective services employees within the division.
1. The accepted applicant must begin the process as a trainee. After a minimum of one year of successful service in the position, and successfully passing written and manual tests, the trainee shall be considered for a promotion to S&R Electrician I.
 2. S&R Electrician I to II: After a minimum of one year of successful service as an S&R Electrician I, satisfactory performance and successful completion of all written and manual testing, at the Director's approval the S&R Electrician I shall be considered for a promotion to S&R Electrician II
 3. S&R Electrician II to S&R Electrician III: After a minimum of one year of successful service as an S&R Electrician II, satisfactory performance and successful completion of all written and manual testing, at the Director's approval the S&R Electrician II shall be considered for a promotion to S&R Electrician III.
 4. S&R Electrician Crew Leader: At the selection of the Director.

Failure to successfully complete any level of the apprenticeship program within acceptable time frames (a minimum of one year at each step) will result in loss of the position. In the event there is no other vacant funded position available for which the employee is qualified, the employee may be discharged from the UC.

F) Certification Requirement for Field Operations Personnel

For all field operations personnel the Commission will pay the fee for all required testing and CEU's and shall pay the employee's daily rate of pay at the regular straight time pay. No overtime will be paid on a testing day. Failure to pass the test on the third attempt may result in termination from the position at the discretion of the Director.

Those employees who voluntarily take non-mandated tests for personal betterment and do not pass shall not be penalized.

9.3 Notice of Vacancies

Notice of vacancies, and of new or additional positions, will be posted on bulletin boards in bargaining unit work locations both within and outside the department where the vacancy exists. Copies of the posting shall be mailed by inter-departmental mail or hand delivered to 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 position must submit their bids to the Human Resource Department during the 7 day posting period no later than 4:30 PM of the last posting day. In the event the last posting day is a Saturday or Sunday, bids will be accepted on the Monday at 4:30pm immediately following.

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. The step increase, if applicable, may be awarded at the time the next step is due, based on the original date of hire.

An employee who has been transferred from one position to another, both of which are within the same pay grade will be at the same step until management determines that a step increase is due, but not longer than one year from the date of transfer into the new position.

An employee who has bid "up", will be moved to the step which provides at least a 5% increase. The employee shall remain at the same step and shall have a step increase based on the hire date of the new position.

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

E. If an employee is temporarily performing the duties of another position in a higher classification for 4 hours or more in a day and/or also performing the duties of their own classification, the employee shall receive a 5% increase for the 8 hour shift. Overtime shall be computed with the 5% increase included.

F. An employee should be aware that bidding on a position that requires a CDL or a safety sensitive position will require successful completion of drug testing as part of the bid process.

9.5 Unfilled Bid Positions

If a position is not filled by a bargaining unit member, the Commission shall have the right to fill the job from any available source.

9.6 90 Day Proficiency Time

When an employee's position bid is awarded he (employee #1) will be given up to 90 working days to demonstrate proficiency in the new position. If at any time during the 90 day period management determines the employee does not demonstrate proficiency in the position, 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 request, he may be permitted to return to the prior position only if the vacancy has not been filled. (See 9.7: If the position has been filled).

If employee #2 who bid the newly vacated position (by employee #1) and is then displaced as a result of employee #1's failure to qualify, and as a result of the Director's decision to move employee #1 back to the prior position, may be placed back in the classification and rate of pay he held prior to the time his bid was accepted. The Director will determine if employee #2 will revert to the previous position or remain in the current position.

9.7 Returning to Prior Position

If any employee has bid into a new position and then desires to return to his former position during the 90 day training period and the prior position has been filled, he may, within the 90 day period, file a written request with the department supervisor to return to the former position. Such request will be valid for one year and may be withdrawn at any time. If the position becomes available within this 90 day time frame, the employee would then return to the previous position. If the position is not available within the 90 day time frame, the employee may accept any other UC position that is vacant and funded, with the approval of that department's Director and for which the employee is qualified.

If the request is on file (up to one year) and the former position becomes available within the 90 day time frame, the employee may be returned to the classification, labor grade and pay step the employee previously held immediately before entering the new position. The employee is subject to all of the following conditions prior to being accepted into the former position:

- A. Any license or certification the employee held that is required for the former position must still be valid;
- B. The employee will accept a return to the same labor grade, pay step and review period that he left, with no credit toward time earned in the training position for purposes of a step increase.
- C. The job posting and bidding system will not apply to the vacancy in the former job to which the employee is returned.
- D. Successful completion of a drug/alcohol test.
- E. The employee has not violated any rules or regulations relevant to the CBA

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 Position

If the posted position is an existing vacancy, the successful bidder will be placed in the position at management's direction. If the position has been posted in advance of the existence of a vacancy, or is a new or additional position, the successful bidder will be placed in the position on the date determined by management. Management reserves the right to change the date based on business needs but will make every attempt not to unnecessarily delay the placement.

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 position posting at any time. If a position is posted and then withdrawn, all employees who submitted bids will be notified. If the same position is re-posted, the employees will be given an opportunity to resubmit a bid.

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 Apprentice Lineman Program

The Union and the Commission agree on providing a minimum 6,000 hour Electric Operations apprenticeship program. The Commission reserves the right to utilize all alternatives or to cancel the program if it deems necessary. The program will have input by a working group/participatory committee consisting of two persons within the bargaining unit and two management employees assigned by the Electric Operations Director (See 9.2).

Apprentice linemen must complete each apprenticeship step within acceptable time frames (a minimum of one year at each step) and advance to the position of lineman. A certificate of completion will be issued after the lineman has successfully completed the apprentice program. This certificate shall include the State of Florida Seal. The value of this Seal shall be \$16,000. The lineman is expected to repay if he chooses to leave voluntarily as follows:

- If the employee leaves the UC in the first year after becoming a lineman, he shall pay back \$6000.
- If he leaves in the second year he shall pay back \$3,000.
- If he leaves in the third year he shall pay back \$1,000.

9.13 Substation, Metering and Protective (SM&P) Service Electrician Training Program

The Utilities Commission shall provide a training program for substation, metering and protective services trainees. Substation employees must complete each training step within acceptable time frames (a minimum of one year at each step) and must advance to the position of substation and relay electrician in order to maintain their employment at the UC.

Apprentice S&R electrician must complete each apprenticeship step within acceptable time frames (a minimum of one year at each step) and advance to the position of S&R electrician. A certificate of completion will be issued by the UC after the S&R electrician has successfully completed the apprentice program. Failure to achieve electrician status will result in removal from the training program and may result in discharge from the UC.

ARTICLE X

HOURS OF WORK AND OVERTIME

10.1 Definitions

A. **"Regular Work Week"**

The regular work week for all employees is defined as beginning at 12:00 A.M. Sunday, and ends at 11:59pm on the following Saturday (i.e. 7 consecutive calendar days, Sunday to Saturday, inclusive). It shall consist of 40 hours worked per work week.

B. **"Regular Work Day"**

The regular work day consists of 24 consecutive hours from 12:00 A.M. to 11:59pm (the same 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" (5, 8-hour days, 4, 10-hour days)**

The normal work week for regular full-time employees covered by this agreement, (except continuous operation shift employees and odd work week employees such as operators), consists of any 5 consecutive days, Sunday through Saturday, not exceeding 8 hours per calendar day, with any two consecutive days as their first and second scheduled days off, or any 4 consecutive days, Sunday through Saturday, not exceeding 10 hours per day, with any three consecutive days off as their first, second and third scheduled days off.

The normal work week for continuous operation shift employees and odd work week employees is any 5 days, not to exceed 8 hours per calendar day, with 2 consecutive days off in a 7 day period (or any 4 days at 10 hours per day with any 3 consecutive days off) in a work week. Nothing in this section or article will be considered a guarantee of any hours of work per day or per week. These employees may be scheduled to begin their normal work week on a day other than Monday and do not necessarily have a 5-day, 8 hour work 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 with 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. **"Mid Shift" For an 8 Hour Work Day**

The term "mid shift" shall include any shift consisting of 8 or more consecutive hours commencing on or after 3:00pm but before 11:00pm (Excluding scheduled over time, standby or call out). The time when an employee actually commences work will determine whether or not the employee has worked a mid shift for the purpose of shift differential pay only.

"Mid Shift" For a 10-Hour Work Day

The term "mid shift" for a 10-hour work day shall include any shift consisting of 10 or more consecutive hours commencing on or after 2:00pm but before 12:00 pm midnight (excluding scheduled over time, standby or call out). The time when an employee actually commences work will determine whether or not the employee has worked a mid shift for the purpose of shift differential pay.

See 10.2 for definition of Graveyard Shift.

Any employee (T&D trouble man, and operators) commencing an 8 hour mid shift on or after 3:00 PM and ending prior to 11:00PM will receive shift differential pay at the rate of \$.75 cents per hour based on the employee's base rate for all time worked. The mid shift will be a regular shift and employees selected to work on the mid shift will cease rotation. Employees will be selected for mid shift by seniority first by bid from qualified bidders and if there are not sufficient qualified bidders, then the Director, by assignment, will select the least senior qualified employee to fill the slot.

To be qualified, the employee must possess and retain all licenses required by the State and Federal Government to perform the work in question. In addition, the employee must have a satisfactory work record in all categories of their performance review or have a work record that does not reflect disciplinary issues that might disqualify the employee from working nights.

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

Mid Shift Pay Differential:

The mid shift pay differential is \$.75 cents per hour based on the employee's base rate for all time worked during that shift. The mid shift will be a regular shift and employees selected to work on the mid shift will cease rotation. Employees will be selected by seniority first by bid from qualified bidders and if there are not sufficient qualified bidders, then the Director, by assignment, will select the least senior qualified employee to fill the slot.

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 or on probation.

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

F. Shift Differential – 8 and 10 Hour Regular Work Shift

All shift differentials will be paid when employees are taking or being paid for 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 any employee based on documented disciplinary issues.

G. Pay Period and Pay Date

Employees are paid (by check or direct deposit) at biweekly intervals not exceeding 2 weeks. The UC reserves the right to make alterations to the pay date (the date in which the employee receives his/her paycheck) in the event of an emergency such as hurricanes, power loss or damage to the UC or as a result of a holiday, that may impact the processing of pay within the limits of the law.

H 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.

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

10.2 Graveyard (Midnight) Shift

A. "Graveyard Shift" - 8 Hour Work Day

The term graveyard shift shall include any shift consisting of 8 or more consecutive hours commencing on or after 11:00pm but before 7:00am (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 graveyard shift for the purpose of shift differential pay only.

B “Graveyard Shift” – 10 Hour Work Day

The term graveyard shift shall include any shift consisting of 10 or more consecutive hours commencing on or after 9:00pm and but before 7:00am (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.

Graveyard shift pay differential of \$1.00 per hour is based on the employee’s straight time base rate for all time worked during the shift.

A shift in which midnight (12:00am) occurs shall be regarded as falling entirely within the calendar day during which a majority of the hours are worked. This language addresses days worked in order to define a weekend. In the event an employee works Tuesday, 9:00pm, through Wednesday, 7:00am, Wednesday would be considered the worked shift because the majority of hours worked were on Wednesday. Therefore, the employee’s weekend would be Sunday, Monday and Tuesday even though the employee reports to work Tuesday night.

10.3 Overtime

A. Overtime after 8 and 40 Hours:

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 10 hours per day) or 40 hours per week. Time off on scheduled personal leave time (PLT) under Article XVIII, Section 18.4, will be credited as time worked for overtime purposes. Abuse of this privilege, which would include a pattern of calling in for unscheduled personal leave time 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.

If an employee requests scheduled PLT and then works during the time in which PLT was scheduled at the supervisor’s request, the employee will be provided the opportunity to reschedule the PLT without the required notice.

If the employee has requested PLT for a portion of the work day, and then works during the lunch period, (ie, the entire crew works through lunch and the crew would have received OT pay), the employee would receive OT for the lunch period worked and the PLT requested will not be reduced.

B. Holiday Overtime:

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 time or any other reason, will be paid one and one-half times their regular base rate for time worked on the holiday. Employees who have scheduled personal leave time the day before or the day after a holiday, and work the holiday, shall receive two times the hourly rate of pay for the work actually performed.

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.

In the event of a 10-hour shift employee who is asked to work on either the first or third day off, the employee shall be paid time and one half for the day worked. In the event the employee worked the 2nd day, the second day would be paid at double time. If the employee works the 2nd and then the 3rd day, the 3rd day worked would be at double time.

D. Overtime Selection:

Overtime shall be distributed equitably among all represented employees within the respective divisions 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.

A continuous job assignment is exempt from the overtime selection process. Assignments shall be kept intact, at the Director's discretion and shall not be disrupted for purposes of overtime selection.

E. Stand-by and Computing Overtime Pay:

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 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.

G. UC Cell Phone Usage and Personal Cell Phone Usage:

The Utilities Commission provides cell phones for work usage only. Only work-related calls should be made on the UC cell phone. In the event an employee does not have a personal cell, and uses the UC cell phone for personal calls, the employee must indicate on the UC bill all itemized costs incurred by the employee and must pay for these calls directly. To do so takes time away from work and is not an accepted practice.

The UC understands that a personal emergency may occur. Abuse of a personal cell phone, or any other phone device (i.e., mobile or hand held radios) may be grounds for disciplinary action.

The US Department of Transportation has announced a ban on texting while driving a CMV (commercial motor vehicle). These guidelines expressly prohibit texting by drivers of CMVs. The UC has adopted the US DOT guidelines for ALL employees. Employees shall not use cell phones or any other wireless device to engage in sending, reading or responding to emails or text messages while driving a vehicle on business for the UC.

H. Pay For Travel Time:

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 compensated for overnight accommodations. Selection of the hotel/motel must be preapproved by the Utilities Commission.

The driver is paid for straight time spent driving to and from the training at the regular rate of pay on an established work day. If the driving occurs beyond a regularly scheduled work day, it is paid as overtime if all other overtime requirements are met (see 10.3A). The driver is also paid for driving back to the UC (or the equivalent of driving back to the UC) at the end of the training. Employees traveling to trainings who are not drivers, after working hours, do not receive pay for this travel time.

I. Travel Accommodations and Pay for Travel:

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 compensated for overnight accommodations. Selection of the hotel/motel must be preapproved by the Utilities Commission. Hotel accommodations are paid for by a UC authorized credit card.

Only the driver is paid for the time spent driving to and from the training at the regular rate of pay on an established work day. The driver is also paid for driving back to the UC at the end of the training. If the driver wishes to drive home, as opposed to the UC, the employee must get authorization from the supervisor for such. If a driver is driving to and from work on a non-work day, the driver will be paid the rate of pay for that day based on their wage, and language within the CBA. Drivers are expected to drive a UC vehicle or request permission from their supervisor to drive a personal vehicle. If a driver drives their personal vehicle, extra cost is incurred by the UC to pay the driver mileage at the federally approved rate at the time. Vehicles should be filled from the County's gas pumps before starting travel. Gasoline should be purchased with a UC purchasing card. If payment is made with personal funds, it must be supported by a receipt and then submitted on an expense report.

Miscellaneous expenses for business items such as tolls and parking will be reimbursed upon proper documentation of the expense incurred.

Employees traveling to trainings who are not drivers are expected to be a passenger in a UC driver's vehicle or must first get permission from the supervisor to drive their own vehicle. Mileage, if applicable, is paid after proper submission of the mileage report form to the supervisor, who signs off and forwards to the appropriate personnel in accounting for payment.

Meals are paid per the UC travel process. A cash advance is provided to the employee at an equal amount to the number of business travel days' time at the M&IE Rate (Meals and Incidental Expenses Rate) for the primary destination. Receipts are expected for all expenditures for which reimbursement is being requested. Any meals paid for by the UC not reconciled within two weeks will be included at the full amount of the UC advance as a taxable benefit on the next payroll. Tips should not exceed 18%.

If the cost of a training class or conference fee includes a complimentary meal, no meal expense is reimbursable to the employee for that particular meal. Alcohol is never reimbursable.

10.4 Payment for Meal Periods

A. Unpaid Meal Periods:

All employees shall be entitled to an unpaid 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 (except operators).

B. Payment for Working during Meal Time:

In the event an employee works during the meal period or is not free from all job requirements, duties and responsibilities during the meal period, the employee will be compensated for the time worked.

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.

10.5 Paid Time Off For Voting

Employees whose entire working period falls between the hours of 7:00 A.M and 7:00 P.M. shall be allowed a maximum of 2 hours without pay before starting or after finishing work when possible to vote in public election. If the UC knows it will be impossible to allow an employee at least 2 hours to vote before or after the 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. The employee must attain prior approval from the supervisor to vote if the employee must vote during paid work time.

10.6 Call-out Pay

In the event of a call-out, the employee will be guaranteed at least 3 hours of work at the rate of time and one-half of the employee's regular straight time rate. Where appropriate as many repairs as possible shall be made when an employee is on call-out. An employee must be able to report to the site within 40 minutes from the call.

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 regardless of when that next call ends, the employee will not receive another 3 hours of call out pay for the second call, even if the second call extends beyond the three hours.

Call-out pay shall be paid to any employee required by management to attend an emergency meeting on a scheduled day off or during time 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 emergency meeting or comes to the meeting and then returns home). Meetings for which the employee volunteers, (Safety Committee) or a mandated training, will be paid at either straight time or overtime if applicable.

If an employee is required to work prior to his regular starting time without 12 hours advance notice the employee will be paid the 3 hour call-out under this section. The employee must provide a means in which to be notified including an accurate phone number, a pager number, or a 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 Human Resources file. Once you have responded to call out, the failure- to -respond count will restart. A failure- to- respond will count only once during a regularly scheduled work day (8 hours, or 10 hours) and once every 24 hours during scheduled time off. Four or less failure-to-respond carry over to the next calendar year.

10.7 Intervening Shift Worker Pay

If 2 continuous operation shift employees (those employees who work on shifts that cover 24 hours/7 days a week, (such as operators) voluntarily agree to split an intervening shift (i.e.. 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. Overtime is paid at the rate of the shift being covered.

10.8 Standby Pay

Standby employees shall be prepared to work at any given time while being paid for standby time. Standby employees are expected to respond to the call immediately, and to report to the designated work location within 40 minutes from taking the call.

Standby employees called to work are expected to be in uniform with appropriate safety equipment with them (i.e.: boots, glasses, gloves). Primary standby employees receive three hours of pay at the straight time rate Monday through Friday (15 hours). Primary and secondary standby employees receive 4.5 hours of pay for Saturday and Sunday (9 hours total). Once an employee is called out, call out pay will be paid in addition to standby pay.

Standby is offered as voluntary for purposes of covering the department. In the event the department Director cannot get a sufficient amount of employees to volunteer for standby, the vacancies shall be filled by the employee with the least amount of hours on the standby list. The Director reserves the right to make standby participation mandatory for all qualified employees.

Electric Department Standby Schedule – Transmission & Distribution Division and Substation, Metering and Protective Services Division:

Standby participation is mandatory for all linemen although the volunteer method of staffing will be utilized as long as there are sufficient volunteers. 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.

There will be one employee required to stand by Monday through Friday for each of the two Electric Department divisions at a time that the employee is not performing regularly scheduled work. When an employee is on standby on a weekend, (an employee on PLT starts standby when the PLT ends) or holiday, the employee is on standby for the entire day. T&D linemen begin standby at 3:30pm, Monday through 7:00am Saturday. Weekend standby begins at 7:00 a.m., Saturday morning, and ends Monday morning at 6:59am.

Substation, Metering and Protective Services Division Standby Schedule (Electric Depart):

There will be one employee required to perform standby, which begins at 3:31pm Wednesday to 6:59am the following Wednesday.

Systems Operations Division – Generation Mechanics – Standby Schedule:

Systems Operation generation mechanics begin standby on Friday night at 4:00pm, and complete standby at 5:59 am Monday. There is one primary standby person per night (Fri. Sat. Sun).

Water Resources Department Standby Schedule – Field Operations Division and Maintenance & Lift Stations Division:

There will be one primary employee on standby who will be available Monday through Thursday, from 3:30pm until 6:59am and Friday from 3:30 pm until Monday 6:59 am. Secondary standby will begin at 12:00 am Saturday and end Monday at 6:59am.

All employees who have signed up for standby are expected to be ready to work at all times. In the event the standby employee becomes ill or cannot otherwise participate in standby, the employee shall contact the supervisor, and another employee shall be assigned to standby. It is the responsibility of the employee to be sure that the supervisor or Director knows that the employee is unable to participate in standby and that a replacement has been properly secured.

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.

10.9 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 Pay

- A. Emergency Work Conditions: Emergency work conditions includes but are not limited to, hurricanes, tropical storms, tornadoes, floods, earthquakes, or any catastrophic disaster that impacts above and beyond day to day workloads in an extreme manner most commonly across all departments.
- 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 their base wage for the balance of their normal work week, not to exceed 20 hours per week, 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 scheduled leave with pay during the time of the emergency shall be charged for the leave for that period like any other employee on approved leave. In the event of a disaster, previously approved leave of a non-medical nature may be cancelled and the employee shall report to work if contacted.
- 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 holiday pay.
- 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" (up to 4 hours of paid time) to be released from work to return to their residence to ensure the safety of their family/home. The employee shall be required to report back within the 4-hour time frame 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 (based on the time in which that department declares the emergency by the Director and in conjunction with the CEO) and double time for all hours in excess of eleven hours with or without foreign crews working on UC property until there is a break of 8 hours or more. Any employee who is not a crew leader who is asked to direct a foreign crew shall not receive pay above and beyond double time. They shall be paid double time for all emergency hours worked on any regularly scheduled day off.
- G. All shift differentials will be paid where applicable. (See Section 10.1F, 10.1G, 10.2 A&B)

10.12 Rest Period Pay Pilot Program

Pilot Program, July 1, 2010 –June 30, 2011: The intent of the Pay for Rest Period benefit is to provide the employee with a rest period when the employee has worked through the employee's normal sleep time during a normally scheduled work day. The rest period begins when the employee clocks out after the overtime duties have been completed. Pay for rest periods will be provided at straight time pay as long as the following provisions have been met by the employee:

A. Electric Department:

The normal work day is 7:00am to 3:30pm, Monday through Friday. The employee must work more than 14 hours within this 24 hour period including working their full 8 hour shift (or 10hour shift if applicable) that day. The 24 hours begins at 7:00am and ends at 7:00am the following day.

The 14 hours would consist of working the regular shift and overtime worked commencing at 10:01pm. The qualifying overtime work is based on call out but excludes those emergencies listed in Section 10.11 Emergency Work Conditions.

Example: An employee works his regularly scheduled shift. The employee is then called out at 11:00pm and works until 7:00am. The employee would then be permitted to go home and rest for six hours, losing two hours of pay if the employee does not return to work. The employee may use PLT to make up the difference in wages lost for the day.

The employee must contact the supervisor or director no later than one hour prior to start time, if the employee is not returning to his shift. Due to the hours in which the employee may be working overtime, it is acceptable to leave a message with the System Operations dispatcher rather than contacting the supervisor/director. The employee must ensure that the System Operations dispatcher notifies the supervisor if this method is utilized. Approval will not be unreasonably withheld to permit the employee to take the paid six hour rest period, plus the two hours of PLT to cover the lost work day. As long as the employee has notified the supervisor or director within the allotted time frame, there shall not be an occurrence.

For night shift workers, the employee must work the regular night shift and then commence work 7.5 hours later and work 6 consecutive hours within this 24 hour time frame to receive the benefit.

B. Water Department:

Shift Coverage: The exception to this benefit is those employees who work double shifts or extended shifts as part of staffing coverage requirements. Two eight hour shifts or two 10 hour shifts shall not be included to meet the rest period benefit. If the employee works the regular 8 hour shift, and is called out after 10:00 pm, and works 6 consecutive hours, the employee shall receive 6 hours of paid rest time, at straight time pay, and may utilize 2 hours of PLT if available, to complete the 8 hour paid day. The employee must contact the supervisor or director no less than one hour prior to start time to provide notice if the employee is not returning to work. Due to the late hours being worked, it is acceptable for this employee to contact the Operator on duty and leave the message there. The employee must make sure the operator notifies the supervisor of such.

10-hour, 4 day work week schedule: Employees working this shift must work their full 10 hours, and then be called out to work after a minimum of 7.5 hour gap, and work 6 consecutive hours within a 24 hour work cycle.

Emergencies found in Section 10.11 do not apply toward the six hour rest period.

Finance Department (Cashiers, CSR's, Billing, Meter, Purchasing, Facilities Maintenance):
All language in Electric and Water Department applies.

System Operations:
All language in Electric and Water Department applies.

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, based on the provisions within the grievance procedure. The five (5) working days does not include Saturdays, Sundays or holidays specified in this Agreement. Upon failing to file a grievance within the 5 working days, he shall have no further right to file a grievance nor to claim that he has been improperly disciplined or discharged.

Any grievance filed herein, with respect to discipline that results in discharge, shall start at the third step of the grievance procedure. It is understood that the Utilities Commission shall have the right to offer reinstatement, or any other negotiated remedy determined as appropriate, to an employee facing discharge 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. In the event a change provides an impact on wages or hours of work addressed within this Agreement, the UC understands there is a duty to bargain and will notify the union of a need to do so. Likewise, it is recognized by the Union that any employee working in a represented classification has a daily obligation to present himself as fully capable and qualified to perform the work assigned within the respective or lesser classification held.

12.2 Professional Performance Standards

The Utilities Commission recognizes and expects that employees will govern their activities while at work to meet the high standards of conduct that is expected within their job classification. The Utilities Commission also recognizes and expects that employees will take personal pride in performing "an honest day's work for an honest day's pay". Employees are also aware that the UC maintains ethics standards which apply not only to work, but to personal conduct outside regularly scheduled work times. Employees on standby or during call out must be particularly aware of their status as a UC employee and conduct themselves in a professional manner (i.e. Ethics Code of Conduct) at all times.

For those employees who create discord or fail to observe accepted work and ethical standards both on and off the job, 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 will be applied and shall be enforced. There shall be an equitable system of warning employees whose behavior does not meet Commission job performance standards and that each succeeding incident is viewed more seriously and may lead to discharge. Rules shall be uniformly applied by the Commission throughout the bargaining unit.

The parties recognize that there may be minor differences in disciplinary measures taken due to the fact that separate operations exist and are included within the bargaining unit. There are various supervisors and Directors within the Commission; and that circumstances in any 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.

The supervisor shall:

- A. Cite the poor performance issue to the employee.
- B. Suggest ways to improve performance.
- C. Offer assistance and cooperation in achieving goals.
- D. Document and maintain a file for the record of a verbal conference.
- E. An employee's refusal to sign a memo will be noted as insubordination and placed in the employee's file.
- F. A union representative should be present and sign as a witness.

The employee shall understand at the conclusion of this meeting that failure to meet the goals, achieve the position performance standards, or if the employee has ongoing unacceptable performance this will result in further disciplinary action. Further action may either be at Step 1 or Step 2 conference and may result in Step 3 depending on the severity of the issue.

Step 2: Written Warning with Conference:

At Step 2 (which may be repeated), a suspension without pay is optional, depending on the circumstances of the job performance issue. A written notification will be given to the employee for serious or continued difficulties in performance, infractions of Commission rules and other continued detrimental actions. The supervisor and the Director shall:

- A. Verbally summarize previous conference(s) or notification(s), if relevant to the current job performance issue.
- B. Cite difficulties identified at the last conference if relevant and will review performance issues and expectations set at that time.
- C. Establish continued reasonable, obtainable standards or goals and will provide time limits in which improvement is expected.
- D. Review the written warning and review the specific reasons for any suspension with an employee. The supervisor/Director will allow the employee to respond to the disciplinary action.
- E. The Step 2 written warning shall clearly state the expected standards or goals that are not being achieved, further disciplinary action that will be taken if the standards do not improve, and will state if possible termination (at Step 3) of employment may occur.
- F. The original written warning and notice of suspension, if any, is given to employee. A copy is maintained in Commission file. The memo must be signed by the employee and should be signed by the steward (as a witness). If the employee refuses to sign, this shall be noted as insubordination and the memo shall then be placed in the human resource file.

Step 3: Termination:

Discipline at Step 3 is the most serious level of discipline. Step 3 is utilized if the employee fails to adhere to Commission rules or regulations, or fails to improve job performance, or continues to violate the same rules or regulations within a specified time. The employee shall be recommended for discharge and shall be discharged as follows:

- A. The Director shall summarize the history of difficulties in conduct and/or the failure of the employee to achieve satisfactory job performance.
- B. The Director shall cite reasons for proposed employment termination either orally if termination is immediate and on the spot or in writing and the effective date of termination. In the event of an on the spot oral termination, a memo shall follow outlining the reasons for such.
- C. The Director shall give the employee an opportunity to respond to the reasons and to provide input to the situation at hand.
- 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. With respect to an oral termination, notice in writing shall be given not later than 7 days thereafter, with a copy to the Union Business Manager.
- E. During a Step 3 conference, the employee shall sign the termination memo. Failure to do so will be duly noted and the memo shall be placed in the employee's human resource file. The union representative should sign as a witness.

Last Chance Agreement (LCA): Memos may not be reduced in importance if the memo includes language indicating a "Last Chance Agreement". At the UC, "Last Chance Agreements" are utilized as a final opportunity option for the employee to improve, after which time further failures to improve job performance for any reason, will result in termination.

The intent of the LCA is to allow the employee to continue to work, avoids an immediate termination (other than DUI/DWI or an equally serious offense) and makes it very clear that this is the final opportunity for the employee.

The following conditions will be part of an LCA:

1. The LCA, if violated, which would then result in termination, may not be grieved nor subject to arbitration. The LCA shall waive the arbitrability of "factual guilt".
2. The worker shall not be able to seek reinstatement through the grievance and arbitration procedure.
3. Signing the LCA means the employee understands and agrees with the provisions.
4. The union representative must sign.
5. The LCA is in writing and is an agreement between the union and the employer giving the employee who has engaged in serious misconduct one last chance to keep his/her position.
6. Examples of common cases involve discharge for excessive (culpable) unexcused absenteeism, unsatisfactory work performance or repeatedly violating workplace rules. (Note, one unexcused absenteeism or one unexcused tardy after an LCA is grounds for dismissal).
7. LCA's are not used for more serious issues such as alcohol/drug abuse (DUI, DWI), harassment, violence, repeated insubordination or theft which is grounds for immediate termination.
8. LCA's expire on the dates as negotiated in the agreement, based on the severity of the misconduct, the length of service of the employee and other disciplinary issues in the file.
9. The LCA will detail the employment misconduct and set forth the UC's expectation for continued job performance and will define the consequences for failure to meet those expectations.

As a public employer, the employee understands that under no circumstances may any form of written documentation within the human resource file be removed. This is a public record and must be maintained as such at all times.

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 of the progressive discipline process if requested by the employee and the Union Business Manager will be notified of all suspensions (within 5 working days) and terminations immediately. The Commission agrees that the steward should be present at all steps of the progressive discipline process and the Union Business Manager will be notified of all pending suspensions and terminations.

Minor Infractions: The Director will regard reprimands or disciplinary actions for minor infractions against an employee as cleared from his 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 current service record warrants such action.

Major Infractions: 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 file as advisory.

Serious Infractions: Upon the completion of four years without any further disciplinary issues regarding serious infractions, a new memo may be placed in the file by the Director indicating that the previous disciplinary memo is now advisory.

Under no circumstances may any form of written documentation within the human resource file be removed.

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 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 specific 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 specific 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. In total this time frame shall be 10 working days. If this reply is unsatisfactory, the shop steward may then appeal the decision to Step Two, provided such appeal is made within five (5) working days after the receipt of the supervisor's reply.

In the event a supervisor does not respond within the time frame, the Step 1 grievance shall move 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. This process shall be within a time frame of a total of 20 working days.

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 Step 2 reply. In the event the Director does not respond at Step 2, the grievance shall move 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 at 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 between the CEO/designee and the Business Manager/designee. The CEO (or 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. The CEO/designee may bring a representative of their choice to the grievance procedure at this step as well.

In the event the grievance cannot be resolved at Step 3, the UC will consider the matter closed unless the union files for arbitration. See section XIV for arbitration procedures.

Failure of the CEO or his designee to respond to the grievance at Step 3 shall not result in a ULP (unfair labor practice) prior to notification by the Union.

13.2 Policy Grievance

A policy grievance is a grievance made which attempts to show that the UC has conducted itself in a manner that is contrary to the CBA and in a way that could affect the entire bargaining unit. A policy grievance may be filed for those offenses that would , affect all bargaining unit members in an adversarial manner.

The Business Manager of Local 2088 may file a policy grievance directly against the Commission at Step 3. The grievance shall be limited to matters dealing only with the interpretation of or application of the terms of this Agreement with respect to a disciplinary matter. The grievance 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 specific section(s) of the Agreement alleged to have been violated, or applicable law(s); and
- 3) The settlement requested.

A policy grievance may not be utilized as a means to hasten the grievance process and bypass steps 1 and 2

13.3 Extension of Time Limits

Any extension of the time limits established by Articles XIII and XIV must be in writing (email acceptable) and signed by both parties. Time limits are meant to be adhered to and are set in order to prevent the grievance process from disrupting the daily operations of the UC and to provide a timely resolution for the parties involved. Dates should be indicated for the extension and every attempt should be made to abide by those dates.

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, either party may submit the grievance to arbitration by sending to the other party by certified mail within 30 working days (scanned email for notification purposes acceptable with certified mail to follow) 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 the list of arbitrators for the purpose of striking names from the list. Either party may strike the entire list, in which event that party 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 one issue may be submitted to the arbitrator in any one hearing.

14.4 Cost of Arbitration

The cost of arbitration, including cost of a court reporter, a transcript and other items listed within the arbitrator's biography (includes but not limited to reasonable cost for meals, reasonable cost for hotel, IRS mileage) 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. Cost of a meeting site, if applicable, shall be divided evenly between the Union and the UC. Costs for faxing or copies shall be born by each individual party. Pay for work time lost by union stewards or union officials during arbitration shall not be borne by the UC. Time by the employee spent at the arbitration proceeding is not paid by the UC.

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 of 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 any power to establish wage rates or change any wage rate established by this Agreement.

14.7 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 and shall receive first consideration. No employee shall be allowed to, or required to take any undue risk in the performance of his assigned duties. Employees are expected to immediately report safety hazards, unsafe acts, possible unsafe working conditions, damage to UC or to customer property, or damage to UC vehicles or personal vehicles used during working hours. Employees are to report all workplace accidents or injuries to their supervisor immediately. It shall be the exclusive responsibility of the Utilities Commission to enforce all safety rules and applicable safety laws.

For all accidents, injuries, incidents of extensive damage or other safety related matters that occur after the employees' normal work hours (standby, call out, assigned overtime), these shall be reported to the supervisor or the supervisor's designee immediately.

15.2 Union-Management Joint Safety Committee

The purpose of this committee is to recommend improvements to the workplace safety program and to help identify corrective measures needed to eliminate or control recognized safety hazards. Membership is open to all employees at the UC.

The Safety Officer will chair the joint Union-Management Safety Committee. The Union will appoint 3 members and management will appoint all other members. The Safety Committee will meet quarterly (every three months) to communicate and discuss safety-related matters of mutual interest and concern that have been previously introduced via the chain of command within their department. Employees on the Safety Committee are expected to have discussed safety issues with their Supervisors and Directors prior to bringing these items to the committee as agenda items. Employees should also be prepared to discuss the responses they have already received from management prior to attending the Safety Committee. Minutes of the Safety Committee will be provided to the designated union member who will in turn provide a copy to the Union Business Manager.

The agenda format is designed and determined by management. Agenda items should be submitted to the Safety Committee Chair a minimum of one week in advance of the meeting to allow an opportunity to research the issues of concern and to allow the issue to be placed on the Safety Committee agenda. Management reserves the right to call additional safety meetings if necessary.

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 injuries, and work-related illnesses, and will make training recommendations for improving the health and safety of the workplace. Productive solutions shall be developed and appropriate UC staff will follow through with these suggestions to the best of their abilities. In the event a topic requires additional discussion it may be brought forward at the next meeting or sooner if need be.

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 Safety and the Use of Personnel Protection Equipment

Personal Protective Equipment (PPE) includes safety glasses, gloves, hard hats, boots, shoes, respirators, flame retardant clothing, seat belts and any other equipment designated as safety equipment. Equipment shall be tested and marked accordingly by the UC designated vendor laboratory.

Employees are required to wear the designated PPE relevant to their position at all times. Failure to do so will result in disciplinary action.

15.7 Departmental Safety Provisions

Electric Department

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 proper storage containers. 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 or a qualified apprentice. 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 trouble man 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 trouble man 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 23kV 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. In the event this training is mandatory, employees are expected to be present.
- 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 Departmental Safety Trainings

Departmental safety trainings will be held monthly and will be coordinated by the Commission's Safety Officer in conjunction with the department Director's designee for employees in hazardous classifications. Employees will practice safety and lifesaving techniques and review safety issues. Handouts will be provided to all attendees in the training meeting. The topic of the training meeting and the attendance sheet for that meeting will be forwarded to the Safety Officer/Risk Manager.

In some cases training meetings are mandatory (example: CDL DOT regulations training), and notification of such will be made by management. Supervisors or Directors select the relevant participants for the mandatory training. Failure to attend mandatory trainings (when not on scheduled leave) may result in coaching, counseling and if necessary written disciplinary action.

15.9 Safety Related Tools and Equipment – Linemen and Other Positions

The Utilities Commission will furnish prescribed hand tools, as needed for the position. (Examples of hand tools provided include wire cutters, adjustable crescent wrench, skinning knife, speed wrench, and allen wrench). The employee is responsible for replacing any lost UC issued hand tools. UC issued hand tools will be replaced by the UC if they are broken during work usage and must be presented at the time of the request for placement. "Truck tools" are provided by the UC, such as hoists and bolt cutters. These tools must remain with the UC vehicle when not in use and accounted for at all times. In the event a tool cannot be accounted for it should be reported to the supervisor immediately.

All equipment and protective clothing necessary for any employee to perform the duties of their position will be provided. Protective clothing includes rubber boots, aprons, and gloves as well as fire retardant pants, shirts, jackets or coveralls for required positions. Protective equipment and clothing issued to employees shall be used or worn by employees as directed by their supervisors at all times. Such tools, equipment (as listed in 15.9) 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 UC will provide an allowance up to a maximum of \$1,000 per lifetime employment at the UC, for the purpose of purchasing one set of climbing belt/hooks/lanyard. A groundman who is promoted to the lineman apprentice program shall be eligible for this allowance at that time. In the event the apprentice voluntarily leaves the UC prior to completion of the apprentice program, the employee shall reimburse the UC for the cost of the allowance (up to \$1,000). The equipment is not recyclable.

A lineman who has worked for the UC a minimum of five (5) full years is eligible for a one time only replacement of current belt/hooks/lanyard or at the discretion of the Director prior to 5 years. This is an exchange program, and requires that used equipment that is not currently acceptable for work, will be turned into the T&D Director (or supervisor), in exchange for the new equipment. Equipment may be turned in either as hooks/belt together, or one or the other. The Director will determine if equipment may be replaced (i.e., there is enough wear on the equipment to require replacement). All new replacement equipment shall be approved by the Director of the Electric Department prior to being purchased. The lineman must stay a minimum of one full year in the electric department after receipt of the new equipment or repay the entire cost of the allowance provided.

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 whose position place them at risk to occupational exposure to hepatitis or who has been determined to have an 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 will work with the employee on site to determine if weather conditions are unsafe to perform the duties. The employee must place a call to the Director or supervisor before leaving a job site. An employee is expected to report to the job site unless told otherwise by the Supervisor or the Director.

Directors or supervisors will determine when employees shall not be required to work outdoors. Directors or supervisors will alert employees whose positions require 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 normally required to work in wet weather and a sufficient amount shall be kept on hand (see Section 15.9).

The UC provides guidelines for inclement weather procedures in departmental safety manuals and within the UC's Disaster Response Plan, which are available in every department or within the Safety Officer's office.

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 relevant to electric operations. This does not limit the UC from utilizing other safety guidelines outside this manual such as the UC Safety Manual, the UC Disaster Response Plan and any other applicable manuals.

15.15 Safety and Driving

Utilization of a UC vehicle by employees is a privilege and oftentimes a requirement within the position worked. Employees are expected at all times to follow all applicable state and federal laws while driving, as well as all UC-implemented rules and guidelines with respect to driving either UC vehicles, or personal vehicles used for work. Employees who have concerns regarding a safety issue with a vehicle should report them to their supervisor immediately. CDL drivers in particular have expanded responsibility for reporting safety concerns.

Examples include using the seat belt at all times while driving, not smoking in the vehicle, not texting while driving, minimum usage of a cell phone while driving unless work related. A driver must have a valid driver's license on their person at all times while driving UC vehicles and must notify management immediately if the license is lost.

UC vehicles are never to be used for personal use unless in the case of an emergency relevant to the operations of the UC, such as a hurricane, and arrangements have been previously approved by management.

Only work related passengers may be in a UC vehicle.

15.16 Non-Smoking Guidelines

Employees are restricted from smoking while on duty when operating a department vehicle, which includes while using the vehicle on standby or on call out. Employees are also restricted from smoking while inside any UC owned or operated building, in any area in which it would be a safety hazard, or in front of doors entering or leaving UC buildings in which customers or non-smoking employees may travel. Failure to adhere to these guidelines will result in disciplinary action.

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 at 11:59pm.

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 180 calendar day 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 at Pay Grade 9 or above shall advance to the next pay 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 approved pay increase will be effective either on the anniversary date of the position or on the date designated by the Director if it is different from the anniversary date. Increases to Step C will be effective beginning with the payroll period immediately following satisfactory completion of 12 months in Step B. Directors reserve the right to delay step increases if employee performance is less than satisfactory. Employees who are determined not to have earned their step advancements at the appropriate time will be reevaluated no later than 180 days from the date the step increase was due.

16.5 Step Increases

Employees who have successfully bid on, or are promoted to, or reclassified into a higher classification will be placed in the lowest step of the new classification necessary to provide 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 position, 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, or for a position 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 probationary period, or prior to an extended probationary period if necessary and at each anniversary date.

The Supervisor's recommendation to award or withhold a step increase will be reviewed by 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 job performance that meets expectations (or above) 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 advancement 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 WRW Department

The Director of the Water Resources Department 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 the Water Resources Department. 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-A UEII Promotion Process to UEIII

Utilities Employee III's will be selected from Utilities Employee II's at the discretion of the Director of the Water Resources Department. 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.

16.10-B UEIII Promotion Process to UEIV

Utilities Employee III's will be selected from Utilities Employee II's at the discretion of the Director of the Water Resources Department. Such promotions shall be subject to the job posting and bidding procedures of this Agreement. 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 III was qualified for promotion to Utilities Employee IV. In the event of a layoff, employees cannot exercise bumping rights into the Utilities Employee IV classification.

16.11 Apprentice Linemen Promotions to Lineman

Apprentice Linemen must successfully complete all apprenticeships in order to be considered for the position of Lineman. Such promotions shall not be subject to the bidding process. The final decision is made at the discretion of the Director of the Electric Department and with approval of the CEO.

16.12 Substation and Relay, Metering and Protective Services Promotions

Substation and Relay, Metering and Protective Services promotions shall occur as a result of successful completion of all training levels in order to be considered for this position. Such promotions shall not be subject to the bidding process. The final decision is made at the discretion of the Director of Electric and with the approval of the CEO.

16.13 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, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's 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.

If an employee does not take the birthday holiday they lose it.

17.2 Holidays Taken 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 - Normal Work Week

If required to work on a Utilities Commission designated holiday (a designated holiday is a day observed as a holiday as determined by the Utilities Commission during a normal work week of 40 hours, 5 days a week 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) of the regular straight time rate for work actually performed on a holiday.

Odd Work Week:

If required to work on a day in which the UC has a holiday, for example, an employee such as an operator has a Friday off for their normal work schedule, and the holiday falls on a Friday, the employee has three options:

- If the employee is already off on the UC designated holiday, the employee may then take another day off within the same pay period
- The employee may place 8 (or 10 if on a 4-day work week) hours in the PLT bank
- The employee can work the holiday for double time and bank 8 (or 10 if on a 4-day work week) hours

In the event the holiday falls on a Saturday or Sunday, and the UC observes the holiday on the Friday before or the Monday after, and the employee has Friday and Saturday off, the employee with this odd work schedule must alert their supervisor in advance as to which day the employee shall designate as his holiday for purposes of the extra double time pay if the holiday is worked. The employee shall not receive double time for both days. Once the employee selects his holiday, and if he then works the UC designated holiday, the employee shall be paid only once for holiday pay even if working the actual 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 (See 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.

17.5 Voluntary Closings

Any time the CEO voluntarily closes the Utilities Commission and grants 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. 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.

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 than 30 hours per week will not earn Personal Leave Time. (See Chart 18.2)

18.2 PLT Accruals

Personal Leave Time 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.

SCHEDULE	HOURS MONTH	PER	DAYS YEAR	PER
Beginning with anniversary date of hire through 6 full years of employment.	13.333		20	
Beginning with the anniversary date of the first day of the 7 th year of employment	14.000		21	
Beginning with the anniversary date of the first day of the 9 th year of employment	14.667		22	
Beginning with the anniversary date of the 11 th year of employment	15.333		23	
Beginning with the anniversary date of the 13 th year of employment	16.0		24	
Beginning with the anniversary date of the 15 th year of employment	16.667		25	
Beginning with the anniversary date of the 17 th year of employment	17.333		26	
Beginning with the anniversary date of the 19 th year of employment	18.00		27	
Beginning with the anniversary date of the 21 st year of employment	18.667		28	
Beginning with the anniversary date of the 23 rd year of employment	19.333		29	
Beginning with the anniversary date of the 25 th year of employment	20.00		30	

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.

18.4 Personal Leave Time and Termination

Upon termination of employment an employee shall receive all PLT in their bank payable in a lump sum to the employee, less any monies that may be due to the UC.

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 proof of death (death certificate). The paycheck will be payable to either the estate of the deceased employee or the beneficiary as indicated on the appropriate form provided for that purpose, which must be signed and filed with the Human Resource Department.

If a deceased employee has not filled out the Final Pay and PLT beneficiary designation form, the benefit will be paid to the beneficiary(ies) as indicated on the life insurance plan.

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.

18.6 Mandatory Use/Selling of Accrued PLT

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.

The employee has the option to sell any PLT 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.

If the hours in the employee's bank exceed 480 hours, the employee will automatically be paid for all hours in excess of 480. Payment will be made with their regular paycheck.

18.7 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 fourth occurrence. On the fifth occurrence the employee will receive a written warning to the personnel file. On the sixth 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. Mandatory use of all available Excused Time Off (ETO), which is a total of three per anniversary year, shall be applied to unscheduled-unexcused leave before the first occurrence is incurred and tracked (see 18.10).

(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 18.5 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 18.5; 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 18.5, 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.

18.8 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 approved qualified leave or leave taken pursuant to the Family Medical Leave Act, or a catastrophic event which prevents the employee from notifying the UC within 3 days. Nothing in this section relieves the employee from the duty of calling his/her supervisor, or Director to request unscheduled personal leave time.

18.9 Short-Term Disability Pay and PLT Bank Supplement

An employee shall 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.

18.10 Excused Time Off (ETO)

Excused time off is time off from work requested from the supervisor without a five day notice. ETO shall excuse unscheduled-unexcused time off for the first three times in which an occurrence would normally be applied. After the use of this benefit for the third time, occurrences will accrue per CBA language. ETO is tracked by the anniversary date. Unused ETO is not cumulative.

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., the 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 as soon as possible and shall be placed in the human resource and payroll 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 training period (up to 15 working days per year) as long as the service pay is less than the UC pay.

21.4 UC Military Pay Formula

Employees on military leave shall be paid by the UC as follows:

Step 1: Using the latest monthly Military Leave and Earnings Statement provided by the employee or the employee's representative, divided by 30 to get a daily pay rate.

Step 2: Using the employee's current straight time hourly UC pay rate, multiplying it by the amount of the employee's normal work day (8 hour day, 10 hour day as applicable). This amount does not include shift differential, standby, overtime or any other value.

Step 3: Subtracting the result of Step 1 from the result of Step 2 to find the daily military pay differential.

Step 4: Multiplying the result from Step 3 by the number of normal UC working days the employee served for the military.

Step 5: Repeating steps 1-4 if the military pay or UC pay changes.

The employee is obligated to notify the payroll specialist of any changes in military pay or military allowances.

ARTICLE XXII

COURT OR JURY DUTY LEAVE

22.1 Court Ordered Jury Duty Appearance

Any employee subpoenaed for jury duty or subpoenaed to Court beyond his/her control to be a witness will be paid the 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 for 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. Graveyard shift and mid 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 Court Attendance for a Personal Matter

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.

22.3 Work Related Court Appearance

An employee required to attend court due to a work related matter shall have all time missed from work paid at their normal rate of pay.

22.4 Court Appearance Due to an Accident/Injury Using UC Vehicle or Property

If an employee must attend court as a result of causing an accident or injury while in a UC vehicle or utilizing UC property, and is determined to be at fault (ie, ticketed or cited) the employee shall be on unpaid leave. The employee should provide proper notice to avoid an occurrence and may use PLT to cover the unpaid day if PLT is available.

ARTICLE XXIII

LEAVE OF ABSENCE

23.1 Administrative Leave without Pay

Upon written application from an employee, the Utilities Commission may grant a leave of absence, which is non-work related, without pay (employee must use available PLT) in increments of 30 days. The leave may then be extended up to a maximum of 180 days. Seniority shall accumulate only during the first 180 days of leave and shall be retained thereafter. 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 any other Utilities Commission or employer during this leave without notifying the Utilities Commission, or who gives a false reason for leave shall be disciplined up to and including termination.

23.2 Medical Leave without Pay – Non-FMLA

Upon written application, an employee may request a medical leave without pay (must use available PLT), which is non-work related for increments of 30 days. The leave may be extended for additional periods of 30 days, to a maximum of 180 days at the discretion of the Utilities Commission. Seniority shall accumulate only during the first 180 days of leave and shall be retained thereafter. An employee shall notify his supervisor or Director if the employee plans to return to work prior to the expiration of his leave, and must have a medical note authorizing the return to work. An employee who works for any other Utilities Commission or employer during this leave without notifying the Utilities Commission or who gives a false reason for leave shall be disciplined up to and including termination.

23.3 Return from Medical Leave of Absence (Non-FMLA)

In the case of a medical leave that is either a non-FMLA event, non-work related, or has exceeded FMLA leave time, the employee must furnish a medical release from his or her treating provider, stating physical limitations or medical restrictions if any, before returning to their current position. 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 cannot produce medical documentation that would return the employee to full duty within six months from their return to duty, may be subject to termination.

While on leave without pay for a non-FMLA event, accrual of PLT shall cease. Any leave of absence that requires driving or driving with a CDL will require a return to work drug and alcohol test.

23.4 Leave, Benefits and Time Worked

Leave of absence shall not be counted as time worked for any purpose, unless the leave is covered under FMLA. PLT will cease to accrue during non-FMLA leave.

The employee may continue group health plan coverage by paying the employee premiums for employee coverage and dependent coverage, if applicable. If premium payments have lapsed, the employee would then be responsible for full premium payments as determined by the health care vendor. Payment may come from PLT if the employee is not receiving a paycheck, or any other form, as long as the payments are made in a timely fashion to the Payroll Specialist. If payment cannot be made, the UC must drop the insurance coverage for the employee. (There is no pre-existing clause for dependents under the age of 19 as of 2011, and no pre-existing clause for anyone beginning in 2014, based on the plan document year) Once the employee is without coverage for 63 days, a pre-existing clause will go into effect if the employee is then able to return to work and reinstitute their insurance.

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 immediately of any on the job injury, accident or job-related illness. An incident report shall be completed and forwarded to the Safety Officer/Risk Manager for review. All workers' compensation statutes applicable to the public employee shall be followed.

Employee notification to the supervisor shall occur at the time of the incident, particularly if medical attention is required. For incidents that do not appear to require medical intervention, then notification must occur within one working day of the incident, or as soon as possible, whichever is first. In the event an injury/accident or illness occurs after normal business hours, but while performing work such as on standby, the employee shall report a worker's compensation incident to the supervisor immediately.

The Safety Officer will require the employee to provide a report. Employees participating in this process shall be paid as work time at their regular rate of pay.

An accident, under the Drug Free Workplace Act, includes an accident not involving a vehicle. Therefore, employees who have an accident, (example: falling down a hill, or hitting their head) should report this accident.

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 and may include multiple levels of care. 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. The employee shall be available at all times during treatment to provide the Safety Officer with information on treatment, all doctor appointments, therapy appointments or to meet any other requirements deemed necessary by the worker's compensation provider. Failure to do so may result in loss of treatment and closure of the case.

If the employee is not satisfied with the treatment received from that provider, the Safety Officer, with the employee, will coordinate the selection of a one-time only change of physician. 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.

C. Worker's compensation costs should not be charged to the employee's medical carrier. If an employee inadvertently utilizes their medical coverage to pay for care for a work related illness or injury, the employee should notify the Safety Officer immediately, who will then work with the employee to correct this error.

D. Employees must use available PLT, not to exceed 100%, while on worker's compensation.

E. FMLA shall not run concurrent with worker's compensation.

F. Employees who refuse treatment may be required to clock out from work and may not be permitted back to work without a doctor's note of clearance.

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.

The employee is required to provide the Safety Officer with an original copy of all doctor's notes concerning the employee's work status or restrictions and medication provided which may negatively impact the employee's work performance (ie, narcotics provided to a CDL driver). The employee must also provide the Safety Officer with a note from the doctor releasing the employee from work restrictions before the employee can return to a normal work status. Medical notes shall be confidential and retained in the employee's confidential medical file (HIPPA applies where applicable).

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 upon reaching Maximum Medical Improvement (MMI) with or without reasonable accommodations as may be appropriate but generally not sooner than 12 months from date of injury. MMI is determined by the treating provider. The employee in this circumstance may be discharged but may be subject to rehire under the following conditions:

1. No other work within the employee's capabilities, with or without reasonable accommodations as appropriate was available at the time of discharge. Employees on restricted duty must be able to return to full duty within a maximum of six months from their return to work date. The employee may be placed in a restricted duty assignment for up to six full months if such an opportunity exists, or until such time that the UC can no longer employ the employee on restricted duty due to a lack of work (which may be less than six months). If the employee does not reach MMI within one year from the date of the original injury, the employee may be subject to termination.
2. The employee will be re-employed in their previous position with previously earned seniority restored, if within 12 months from the original date of injury they are able to return to full duty. Employees who are discharged may apply to their former position or any other available position for which they are qualified like any other applicant.
3. If, within 12 months of their discharge date, the employee is released to return to work and the former position is not available but another position within their capabilities, with or without reasonable accommodations, becomes available, the employee may be re-employed at a rate that is within the pay range for the position assigned, even if this pay range is less than what the employee previously earned. If the employee accepts the lower paying position and performance is satisfactory, and the former position later becomes available, the employee may return to his former position as long as the employee meets, or can meet without difficulty, the requirements of the position.
4. Determination as to the employee's ability to perform the available or former position duties, with or without reasonable accommodations as may be appropriate, will be made by UC management. Previously earned bargaining unit seniority as applicable shall be restored if the employee returns to work within the one year time frame.
5. Refusal to accept any reasonable offer of re-employment will invalidate the employee's reemployment opportunity.
6. Re-employment within the 12-month period will not take precedence over the position posting and bidding procedure. These employees will have first opportunity to fill the respective positions before they are filled from any other outside source as long as the employee is medically cleared to perform the full duties of the position. Order of preference for returning employees will be determined by the Utilities Commission. .

Reemployment from a worker's compensation absence for a driving position or safety sensitive position will require a drug and alcohol return to work test.

24.5 Restricted Duty

Restricted duty will be defined as a temporary work assignment given to an employee because of a work related injury or illness, while the employee is temporarily unable to perform the full duties of his position but is capable of performing alternative duties. In order to perform restricted duty, the treating medical provider must indicate the duties that may be performed, based on review of the position description. There are no positions existing as restricted duty assignments designated exclusively for members of the bargaining unit, nor is there any requirement to provide restricted duty assignments.

24.6 Working while on an Active Worker's Compensation Claim

An employee who is injured or becomes ill as a result of his employment at the UC is generally not permitted to work with any other employer unless 1) there is no available work that meets the criteria of a worker's compensation provider's restricted duty note, or 2) the employee works a second job, of which he has notified the UC and the Worker's Compensation carrier via appropriate reporting forms or through the Safety Officer/Risk Manager and it is approved by the worker's compensation medical carrier.

Working at another place of employment in violation of workers compensation instructions via the medical provider, the workers compensation carrier and/or the UC is grounds for discipline up to and including either termination, or other consequences as required by the law. The employee is hereby warned that working while on a worker's compensation claim in which the medical provider has not authorized any form of work, including no restricted duty, is considered workers compensation fraud and may be subject to criminal proceedings.

ARTICLE XXV

EMPLOYEE GROUP INSURANCE

25.1 Short Term and Long Term Disability

- A. The Utilities Commission agrees to furnish employee short-term disability insurance (see new section 25.8) at no cost to the employee (20-39 hours). Upon successful completion of the initial probation period (180 days) at the UC the employee will be eligible for the short-term disability benefit (hired after October 1, 2010). 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. PLT shall be applied to all days utilized under the STD benefit not to exceed 100% of the employee's straight time wage.
- B. Long Term Disability benefits are available voluntarily by the employee. Payment for the premium is at the expense of the employee.

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: Benefits begin on the first day of the month after 60 days of continuous service. Example: If an employee is hired November 5th, benefits go into effect February 1.

25.4 Cafeteria Plan

The Commission offers a cafeteria plan. The employees will determine how the cafeteria plan dollars will be allocated per month. The Cafeteria Plan, to the extent permitted by the Internal Revenue Code, may be used to purchase dependent health insurance, vision insurance, dental insurance, supplemental insurance, life insurance, disability insurance, make co-payments on spouse insurance, may be used to meet deductibles, or to pay for child care and may be used for other applicable programs as permitted by the Internal Revenue Code.

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 that 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 the Medical Plan

In the event less than 75% of 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

Retirees and their eligible dependents shall be offered the same medical plan coverage as is offered to active UC employees at a cost of no more than 100% of the premium charged by the insurance provider. (See Item 4 for COBRA costs)

- 1) FRS Retirees: The UC shall permit any retiree who has FRS as his retirement plan the ability to purchase the same medical plan coverage as is offered to active UC employees. The UC employee who has the FRS retirement plan, who retires after 30 years of creditable service regardless of age at the UC or, the UC employee who has the FRS retirement plan who completes the first day of the month after which the employee has completed 10 or more years of creditable service and has attained the age of 62 is considered a UC retiree. Covered employment (creditable service) means employment in a regularly established, full time position within the UC.
- 2) It is understood that the UC is no longer a Florida Retirement System (FRS) employer but due to existing FRS members still employed at the UC, the UC shall continue to extend the associated Florida Statute provisions (Chapter 121) to existing FRS members.
- 3) The Principal Plan Retirees: The UC shall also permit retirees who are members of the UC's current pension plan, The Principal Financial Group, who are fully vested in the Plan (vested after 5 full years of creditable service) and who have reached the age of 59 ½ and have worked 6 full time years at the UC, the ability to purchase the same medical plan coverage as is offered to active UC employees. The UC shall extend the provisions included in that plan and in accordance with UC Resolution No. 55-95.
- 4) Retirement from the UC consists of those employees of the UC who are in the FRS plan as stated in Item #1 or #2, those employees fully vested in the Principal Plan as stated in Item #3 who have worked either a) 30 years of creditable full time service at the UC regardless of age or b) have worked six full time consecutive years and have attained the age of 59 ½ and, the employee must be vested in the respective pension plan.
- 5) Creditable service as a UC employee applies only to full time employment (40 hours) at the UC. Part time employment does not extend towards meeting the time requirement accrued toward the UC retiree medical benefit.
- 6) Removal from the Medical Retirement Benefit: Upon attaining the age in which the employee becomes Medicare eligible (either age 65 or at an earlier age in the event the employee qualifies to become Medicare eligible), this retiree benefit shall cease. When the employee becomes Medicare eligible, dependents who may be on the medical retiree plan may convert to COBRA status for a maximum of 36 months or as the law allows.
- 7) COBRA Costs: The COBRA participant shall pay 102% of the premium charged by the insurance provider for the elected coverage. A decision to elect COBRA must be made within 60 days after the later of 1) the date the qualified beneficiary or employee would lose coverage as a result of the qualifying event or 2) the date the qualified beneficiary is sent notice of his right to elect COBRA continuation coverage. Additional information regarding COBRA options can be obtained in the HR department.

In the event an employee is Medicare eligible and does not take the UC medical retiree benefit, but their dependent is not Medicare eligible, the dependent would have the option to continue coverage at the COBRA rates.

25.8 Life Insurance Benefits

A. Life Insurance Benefits and AD&D for Employees

The UC agrees to furnish employee basic life and AD&D insurance at no cost to the employee at one times the employee's annual salary for each. Employees have the option to purchase supplemental life insurance at one, two or three times their annual salary. Premiums for supplemental life insurance will be at the expense of the employee.

B. 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, up to the age of 69. The employee also has the option to purchase \$10,000 worth of coverage up to the age of 70. At the age of 70 the principle shall be reduced to \$10,000. The employee must select this benefit within 30 days of leaving employment. Employees understand this rate may be subject to change. Employees will be provided with notice of such should this occur.

25.9 Payment for Meal Times Beyond Regularly Scheduled Work Times

A. 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 regular shift is extended 2 hours or more immediately before or after a regular work day and the employee has not been given at least 8 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 8 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.

B. Meal Allowances and Meal Times:

Meal times and meal allowances are specified as follows:

<u>Specified Meal Time</u>	<u>Meal</u>	<u>Meal Allowance</u>
1. 6:00 am to 6:59 am	Breakfast	\$ 7.00
2. 12:00 noon to 12:59 pm	Lunch	\$ 8.00
3. 6:00 pm to 6:59 pm	Dinner	\$12.00
4. 12:00 midnight to 12:59 am	Midnight	\$ 8.00

C. Unpaid Meal Breaks:

When at least 8 hours advance notice has been given for scheduled overtime or extended shifts of 3 hours or more, the Utilities Commission will provide an unpaid meal break not to exceed 1 hour, as long as the employee has worked 6.5 hours or the employee will be provided a ½ hour lunch for less than 6.5 hours worked but not less than 3 hours worked. The meal will be given as long as the scheduled overtime or extended shift is beyond the regularly scheduled work day. An exception is in the Finance Department, in which those employees may begin lunch earlier (11:00am or later 1:00pm) with approval of the scheduling by the department management.

D. 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 consecutive, 24 hour period worked. The five hours is computed by taking the last minute worked of the first 5 hours of call out, and the first minute worked for the second call out to earn the additional meal ticket. 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.

E. Meal Allowance Payment:

Reimbursement forms must be submitted to the supervisor in order for reimbursement to occur. Reimbursements will be included with the time sheets and forwarded to payroll. Reimbursement will occur on the respective payday. Late reimbursement forms will be reimbursed on the payroll date immediately following submission of the forms. The Commission can also meet its obligation under this article by providing a paid meal reimbursable.

25.10 EMPLOYEE ASSISTANCE PROGRAM

The UC provides employees with an Employee Assistance Program which will confidentially address and assist in resolving their day-to-day personal and workplace challenges. Counseling services are provided at no charge to the employees and their household members. This counseling is short-term and includes personal and life improvement issues, legal and financial issues, drug and alcohol abuse, grief and work life concerns. Employees can locate providers confidentially.

ARTICLE XXVI

TRAINING

26.1 Supplemental Training

The Utilities Commission and the Union agree to support employee training programs 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 is solely at the determination of management.

Supplemental training time frames are determined by the Supervisor and Director and are not subject to the language in section 16.2.

Nothing in this section shall require the UC to pay for the time spent in any such training (other than the normal rate of pay for the employee's regular position at the time of the training) or the cost of the training unless the training is required by the UC

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 UC 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 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 taken, or up to \$1,000 per year (or per semester if taken in semester increments) for classes taken toward a trade school relevant to the employee's work.
- 8 Books shall be paid up to \$200 per semester.
- 9 Lab fees, class related materials 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 years 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 (with the exception of a layoff).
- 12 Continuing education units (CEU's) or classes shall be paid relevant to the employee's position.
- 13 Parking fees shall be paid for a permit only.
- 14 Receipts for all expenditures must be provided as well as the transcript showing the grade.
- 15 Licenses relevant to the position or of benefit to the UC shall be paid.
- 16 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.

27.2 **Travel Accommodations and Pay for Travel**

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 compensated for overnight accommodations. Selection of the hotel/motel must be preapproved by the Utilities Commission.

Drivers are expected to drive a UC vehicle or request permission from their supervisor to drive a personal vehicle. Gasoline for UC vehicles should be purchased at the county's gas pumps with a UC purchasing card.

Mileage, if applicable, is paid after submission of the mileage report form to the supervisor.

Meals are paid as a cash advance based on the number of business travel days using the M&IE Rate (Meals and Incidental Expenses Rate) for the primary destination.

All business expenses, including tolls, parking, and tips must have a receipt.. Tips should not exceed 18%. If the cost of a training class or conference fee includes a complimentary meal, no meal expense is reimbursable to the employee. Alcohol is never reimbursed.

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. Employees are expected to look professional and understand that they represent the UC at all times, particularly when they are working outside or working with the public. Employees whose positions require the issuance of uniforms per this Agreement are required to wear them.

Employees are expected to wear safety shoes, hard hats, safety hats, vests, gloves and all other safety equipment at all times for which they are required (see Section 15.6).

Employees who are permitted to wear personal attire are expected to be neat, clean and have properly laundered clothing, looking professional at all times. In the event an employee presents for work without the proper uniform or safety clothing/equipment, or is unprofessionally dressed, the employee may be asked to clock out, return home and get the proper clothing and return to work. The employee may also be asked to clock out for the day if the employee is habitually improperly attired for the position held.

28.2 Union Attire

Union attire may be worn on casual Friday (business casual) as long as it does not impede identification of the UC as the employer, nor violate any safety regulations.

ARTICLE XXIX

EMAIL, INFORMATION SECURITY, INTERNET CODE OF CONDUCT, SOCIAL NETWORKING and BLOGGING

29.1 EMAIL and INTERNET

Many UC employees have been provided with access to email and the internet to assist in the performance of their job duties when necessary. It is expected that all employees will use these systems for appropriate purposes. The Internet shall not be used at any time to gamble or engage in other illegal activities or to view, display, store, download, transmit or receive any material that is knowingly fraudulent, harassing, sexually explicit, profane, obscene, defamatory or otherwise unlawful, including offensive material concerning gender, race, color, national origin, religion, age, disability or other characteristics protected by law, regardless of intent. Violation of this policy shall result in disciplinary action up to and including termination.

Access to the internet has been provided for the benefit of the organization and its customers. It allows employees to connect to information resources for work related purposes and employees are expected to use good judgment and proper time management when using Internet services. Employees using the internet are representing the company and must do so in an effective, ethical and lawful manner. Solicitation of non-company business or any use of the Internet for personal gain is strictly prohibited. Unauthorized downloading of any software is not permitted.

All messages created, sent or retrieved over the internet/email are the property of the company and should be considered public information. The UC reserves the right to access and monitor all messages and files on the computer system as deemed necessary and appropriate. All messages, with the exception of medical information, are public communication and are not private.

29.2 INFORMATION SECURITY/PASSWORDS

It is the employee's responsibility to make every effort to protect the information resources available to them. Each employee is responsible for their computer and/or passwords assigned to him for their use and security. No employee is authorized to arbitrarily grant access to use any information resource or computer without a specific need and permission to do so. Permission is requested through an employee's supervisor.

29.3 SOCIAL NETWORKING AND BLOGGING

Employees should use their professional judgment and take the most prudent action possible. Consult with your supervisor if you are uncertain. Personal blogs should have clear disclaimers that the views expressed in the blog are the author's alone and do not represent the views of the UC. Make sure your writing is clear that you are speaking for yourself and not on behalf of the UC.

Information published on a personal blog should comply with the UC's confidentiality and disclosure of proprietary data policies.

Social media activities should not interfere with work commitments. Your online presence reflects the UC. Be aware that your actions captured via images, posts or comments can reflect on the UC. You may not reference or site UC clients, partners, or customers without their expressed consent.

ARTICLE XXX

LONGEVITY PAY

30.1 Longevity Pay

Employees receive longevity pay based on their length of service with the UC. Payment is made once, during the December payroll that coincides with the applicable payment. Payment begins upon completion of five years of full time employment.

Completion of 5 full years.....	\$25.00
Completion of 10 full years.....	\$50.00
Completion of 15 full years.....	\$75.00
Completion of 20 full years.....	\$100.00
Completion of 25 full years.....	\$125.00
Completion of 30 full years.....	\$150.00
Completion of 35 full years.....	\$175.00

ARTICLE XXXI

DURATION AND TERMINATION

31.1 Agreement in Effect

Except as hereinafter provided, this Agreement shall take effect at 12:01 A.M., July 1, 2010 and shall remain in full force and effect until midnight, June 30, 2013, except that wages effective October 1, 2012 shall remain in full force and effect through September 30, 2013, regardless of the expiration of the remainder of this contract on June 30, 2013.

31.2 Wage Reopener

Either party may reopen wages for negotiation for the second year of this Agreement (July 1, 2011 - June 30, 2013) and again for the third year of this Agreement (July 1, 2012 - June 30, 2013). 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 2010 for the second year, and December 2011 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.

31.3 Contract Termination Notice

Either party desiring to terminate the contract upon its expiration date on June 30, 2013, must give the other party notice of intent to terminate in December 2012. The parties will begin negotiations with the goal of reaching agreement by March 1, 2013, for the appropriate period beginning July 1, 2013.

31.4 Contract Automatic Renewal

Failure to give notice of termination in December 2012 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: [Signature]
BUSINESS MANAGER 2/28/11

By: [Signature]
HUMAN RESOURCE DIRECTOR 2/28/11

By: [Signature]
CHIEF STEWARD 2/28/11

By: [Signature]
UTILITIES COMMISSION WITNESS 2/28/11

By: [Signature] 3/1/11
STEWARD

By: [Signature] 2/28/11
CEO/ UTILITIES COMMISSION

By: [Signature] 3/2/11
STEWARD

By: [Signature] 3/4/11
STEWARD

APPENDIX A – ANNUAL SALARY RANGE

Effective October 1, 2010

Changes Effective January 25, 2011

	<u>Step A</u>				<u>Step D</u>
<u>PAY GRADE</u>	<u>Minimum</u>	<u>Step A1</u>	<u>Step B</u>	<u>Step C</u>	<u>Midpoint</u>
5	\$11.28	\$11.56	\$11.84	\$12.43	\$13.05
Maintenance Worker					
Clerk Courier (now Facilities Maintainer)					
S&R Electrician Trainee (now PG 7)					
6	\$12.01	\$12.31	\$12.61	\$13.24	\$13.90
Facilities Maintainer					
General Office Clerk					
Cashier/Receptionist					
7	\$12.73	\$13.05	\$13.37	\$14.04	\$14.74
Groundman					
Utilities Employee I					
Meter Reader I					
Purchasing Specialist					
Sub/Relay Electrician Trainee					
Sldg Trk Grnd Maint Emp					
Elec Trouble Dispatcher					
Installation Tech Trainee					
Bio-Solids Tech					
8	\$13.45	\$13.79	\$14.12	\$14.83	\$15.57
Operator Trainee					
Utilities Employee II					
Lift Station Operator					
Storekeeper I					

	Step A			Step D
PAY GRADE	Minimum	Step B	Step C	Midpoint
9	\$14.16	\$14.87	\$15.61	\$16.39
Meter Reader II				
Utilities Employee II/Locate Truck				
Utilities Employee II/Hydrant				
Customer Service Rep				
10	\$14.89	\$15.63	\$16.41	\$17.23
Apprentice Lineman I				
Water Meter Mechanic				
Backflow Prevention Tech				
Billing Technician				
11	\$15.61	\$16.39	\$17.21	\$18.07
Jetvac Truck Operator				
Laboratory Tech				
Meter Service Tech I				
Purchasing Assistant				
Sub/Relay Electrician Apprentice I				
Heavy Equipment Op				
Utilities Employee III				
TV Tech/Line Locator				
Generation Maintenance Tech				
Installation Technician I				
12	\$16.32	\$17.14	\$18.00	\$18.90
Environmental Specialist				
Fleet Mechanic I				
Maintenance Mechanic I - Water				
App Lineman II				
Billing and Collections Specialist				
Lab Technician/Operator C				
13	\$17.05	\$17.90	\$18.80	\$19.74
Operator C				
Meter Tech II				

	<u>Step A</u>			<u>Step D</u>
<u>PAY GRADE</u>	<u>Minimum</u>	<u>Step B</u>	<u>Step C</u>	<u>Midpoint</u>
14	\$17.77	\$18.66	\$19.59	\$20.57
App Lineman III				
Operator C (DC)				
Sub/Relay Electrician Apprentice II				
15	\$18.48	\$19.40	\$20.37	\$21.39
Operator B				
Working Foreman Water/Sewer				
Utilities Employee IV Crew Leader				
16	\$19.20	\$20.16	\$21.17	\$22.23
App Lineman IV				
Installation Technician II				
Operator B (DC)				
Fleet Mechanic II				
Maintenance Mechanic II				
Sub/Relay Electrician Apprentice III				
17	\$19.92	\$20.92	\$21.97	\$23.07
Operator A				
18	\$20.63	\$21.66	\$22.74	\$23.88
Operator A (DC)				
Lead Operator A				
19	\$21.36	\$22.43	\$23.55	\$24.73
Fleet Mechanic III				
Maintenance Mechanic III (Water)				
Generation Mechanic (Sys Ops)				
Lead Operator A (DC)				
20	\$22.08	\$23.18	\$24.34	\$25.56
Lead Fleet Mechanic				
Electrician				
Instrument Technician				

	Step A			Step D
PAY GRADE	Minimum	Step B	Step C	Midpoint
23	\$24.54	\$25.77	\$27.06	\$28.41
Lineman				
Substation/Relay Electrician				
26	\$26.41	\$27.73	\$29.11	\$30.57
Line Crew Leader				
Substation/Relay Crew Leader				
Installation Crew Leader				

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 or using alcohol during working hours, including standby. 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, the Commission has adopted the following specific D.O.T. policy and other requirements as attached hereto:

- (1) It is a violation of Commission 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 began on September 10, 1996, which was sixty (60) days from the original notice to employees, which places the UC in compliance with the D.O.T. regulations. Employees have received their Notice to Employees as required by DOT and receive such notice upon hire.

III. VOLUNTARY TREATMENT:

If an employee believes he is experiencing problems with drugs or alcohol, and is not currently the subject of a positive test, the employee is 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. D.O.T. regulations do not require an employer to provide rehabilitation treatment.

IV. THE PROCESS 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 an employee has a confirmed positive test result, notification to the employee will be received from the Medical Review Officer (MRO) notifying the employee of a positive test result. Within the regulations, the employee will have an opportunity to demonstrate to the MRO why the test is positive. In the event the MRO does not accept the explanation, the MRO will then notify the DER (at the UC, the DER is the Human Resource Director) of the positive test. The DER will contact the department Director, who will in turn bring the employee to the Human Resource Department immediately. DOT and Commission regulations shall then be followed.

In the event the MRO cannot reach the employee, DOT regulations permit the MRO to instruct the testing facility to contact the DER and inform the DER of the positive test.

A positive test shall result in 1) a SAP assessment and 2) a one-time only, last chance agreement, which must include satisfactory completion of the SAP's treatment and education plan. Refusal to accept the SAP's recommendations will be grounds for immediate termination. Failure to successfully complete the SAP recommendations will be grounds for immediate termination.

A refusal to test (which includes an adulterated or diluted specimen, or disruption of the testing process) 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. The employee is required to provide written documentation to the MRO, which explains or contests the result. The employee will be notified by the MRO as to why the explanation is unsatisfactory. The employee may also receive a copy of the test results. If the employee decides to challenge the test result, it is the employee's responsibility to notify the laboratory and the MRO that he is challenging the test result. The UC's guideline is that an employee 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 applying for a position with the Utilities Commission that requires driving a CMV or requires working in a safety sensitive position, shall be tested during the pre-hire period and prior to performing safety-sensitive functions, prior to a promotion to a position that requires driving a CMV or performing safety sensitive duties, or if the employee has applied for a different position which does not fall under the D.O.T. regulations, the employee shall be tested under the Florida Drug Free Workplace Act (see Appendix D). 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 will be provided with information regarding a referral to a SAP, and must then show proof of successful completion of treatment before reapplying under D.O.T regulations. (The UC guidelines for re-application require a 6 month lapse in time before reapplying and successful treatment/education completion).

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 regulation states; "...Reasonable suspicion testing means drug testing based on the 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 or alcohol use or of the physical symptoms or manifestations of being under the influence of a drug or alcohol.
2. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
3. A report of drug or alcohol use provided by a reliable and credible source.
4. Evidence that an individual has tampered with a drug or alcohol 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. (citation, ticket, towing, death).
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.
7. Absenteeism in a pattern that raises suspicion, such as before or after a holiday without prior authorization.

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

An employee shall be required to submit to a drug and alcohol test as part of a scheduled fitness for duty medical examination (medical card renewal). An employee shall also be subjected to a drug and alcohol test 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 (or as designated by the attending SAP) 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 and who maintain a CDL based on position requirements shall be subject to random testing. Employees randomly selected on an unannounced basis either report to the testing site immediately upon notification or shall be escorted by the Safety Officer. Refusal to report for testing will be considered the same as a positive test.

E. Additional Testing:

All employees whose job descriptions require a CDL, or who perform safety sensitive duties, shall upon renewal of the CDL medical card, be subject to a physical and drug and alcohol screen.

F. Post-Accident:

When an employee has an accident (in a CMV) 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 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. (see Appendix D for testing post-accident in a non-CMV)

Any employee who has an accident with a Utilities Commission vehicle, that requires a CDL, 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. 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 will be tested under regulations in Appendix D).

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

Employees who lose their license at the scene of an accident must report this to their Supervisor or Director, or to the Human Resource Director within one working day)

Drugs/Alcohol Tested: D.O.T. mandates testing for the following drugs: Alcohol, Marijuana, Cocaine, Phencyclidine, Amphetamines and Opiates. The employee shall not report for duty to drive a CMV or to perform a safety-sensitive function if using a controlled substance without a physician's prescription, and the physician's advising that it is safe to drive or perform the safety sensitive duties.

(Note: Any accident causing \$500 in damage or more shall result in a drug test per UC guidelines).

G. Drugs Tested:

D.O.T. mandates testing for the following drugs: Alcohol, Marijuana, Cocaine, Phencyclidine, Methamphetamine and Opiates. The employee shall not report for duty to drive a CMV or to perform a safety-sensitive function if using a controlled substance without a physician's prescription, and the physician's advising that it is safe to drive or perform the safety sensitive duties.

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 affect a drug test is attached and is also under the Florida Drug Free Workplace appendix (Appendix D). The employee shall provide the Human Resource Director with copies of relevant prescriptions which may impact the employee's ability to perform their safety sensitive job. The MRO must authorize that the employee is safe to perform safety sensitive/CDL functions.. A copy of the prescription shall be confidential and placed in the medical file.

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. The DOT does not require a release from the employee to process all facets of a DOT related process.

X. Miscellaneous Procedures

- An employee shall be immediately removed from safety-sensitive functions and driving, 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 (SAP) and the employee has complied with all treatment recommendations (This is a one time only treatment option provided by the UC).
- An employee shall be terminated from employment from the UC for a second positive test, a non-negative test, or for failure to complete mandated treatment satisfactorily.
- The Utilities Commission shall provide a annual refresher training course to assist employees and/or supervisors in either identifying behaviors which may be indicative of substance abuse on the job, behaviors which may indicate the misuse of alcohol or drugs and, an educational summary of the DOT regulations. This training should include a presentation on the legal, social, physical and emotional consequences of the misuse of alcohol or drugs. At all times the employee is expected to understand the rules and regulations relevant to the maintaining of their CDL including self-study of the regulations.

The employee must bring their driver's license with them to the testing site and must sign a DOT Certified Control Form (CCF) Form during the testing process. Employees must follow all rules and regulations during the testing process.

- Under 49CFR 391.41 Physical Qualifications for Drivers, employees who hold a CDL as a requirement of their position, are required to submit to a medical examination in order to determine if they are fit to drive a CMV and to hold the CDL. There may be duties in addition to the driving task for which a driver is responsible and needs to be fit. Some of these responsibilities are: coupling and uncoupling trailers, loading and unloading, sitting for a long period of time without any stretching period, inspecting the operating condition of the CMB, lifting, installing and removing heavy tires or tarpaulins, bending, stooping, crouching and other frequent duties involved with the vehicle, including the ability to climb ladders make complex driving decisions, quick decisions and maintain the ability to control an oversize steering wheel, shift gears and maneuver the vehicle in a crowded area.
- The employee is expected to be truthful at all times during the examination. Knowingly withholding information from the MRO which may have an impact on the employee's ability to maintain their CDL and receiving the medical card under false pretenses will be grounds for a "Breach of Contract" under the CDL regulations and grounds for immediate dismissal of the employee.

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) or isopropyl (rubbing alcohol). Read the label for alcohol content. (Mouthwash, Chapstick, Nyquil)

Amphetamines:

Obetrol, Biphetamine, 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, Guiatuss AC, Novahistine DH, Novahistine Expectorant, Dilaudid (hydromorphone), M S Contin and Roxanol (morphine sulfate, Percodan, Vicodin, Oxycodone, hydrocodone, oxycontin,

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, Lorcet (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 DOT CCF form, and to report to the testing technician any prescribed or over-the-counter medications you have taken during the past thirty days.

(Note: The UC requires an expanded opiate test post-accident under the FDFWA)

APPENDIX C

Workplace Violence Prevention 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 on Commission property, including Commission parking lots and in Commission or a personal vehicle other than that which is permitted by law.

Parking lot means any property that is used for parking motor vehicles and is also available to customers, employees or invitees for temporary or long-term parking or for the storage of UC motor vehicles.

Motor vehicle means any automobile, truck, minivan or any other vehicle operated on the roads which requires it to be registered under state law.

The carrying or possession of legally owned firearms or other weapons is prohibited in any location while on duty if the following rules are not adhered to:

1. The weapon must be legally owned by the employee
2. The weapon must be locked inside or locked to a private motor vehicle in a parking lot and when the employee is lawfully in such area.
3. The firearm must be out of sight within the employee's private motor vehicle
4. The firearm may never be exhibited on company property for any reason other than lawful defensive purposes.

The UC bears no liability based on actions taken by the employee which are not in compliance with the law.

Any weapon discovered to be in violation of the Commission's policy or in violation of the law, will be reported to law enforcement and may be seized by on-duty law enforcement authorities.

Weapons, for purposes of this policy, are defined as:

1. Any firearm used for lawful purposes or not used for lawful purposes
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 PREVENTION 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. The team shall be comprised of those Directors, Supervisors or other employees most relevant to the safety issue at hand.

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

- Someone acting suspiciously (i.e. refusing to leave a bathroom, hiding in a closet, refusing to leave a floor that is for employees only, refusing to leave the elevator) 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 workplace property (i.e. the employee's locker, desk, workspace and the company vehicle) may contain illegal weapons, the Utilities Commission has the right to request assistance from law enforcement, or to have law enforcement inspect personal property of employees on Commission property.

An employee, after a reasonable explanation by management, who refuses to allow for an inspection by law enforcement, 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.
 - (4) File an incident report.

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 Human Resource file as warranted.
 - (c) The disciplinary process will begin if applicable.
 - (d) Drug and alcohol testing will occur if applicable.
 - (e) 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. The UC EAP will be contacted if applicable and resources will be provided to all relevant employees.
3. Management will provide a follow-up assessment to the Director and the CEO.
4. Refer all media inquiries to the Public Information Officer.

6.0 OBJECTIVES OF WORKPLACE VIOLENCE PREVENTION POLICY

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

Nothing in the Violence Prevention 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 AND PROCEDURES

This is official notification that the Commission utilizes the Florida Drug Free Workplace Act as authorized by FS Chapter 112.0455. The Utilities Commission uses the standards set forth in this act for all employees at the UC.

For purposes of the FDFWA, the employee shall be subject to a 10 panel drug 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 testing
4. Random testing
5. Follow-up testing/return to duty testing

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.

In addition, a handout will be provided to all employees which summarizes the UC's Drug Free Workplace Policy. The employee shall sign for this policy and a copy of the signed sheet shall be placed in the employee's human resource file.

Letter of Understanding #1

January 25, 2011

Subject: Wages and Compensation

This Letter of Understanding will confirm to the agreement between the parties concerning wages and compensation. Effective the payroll period following September 30, 2010 (fiscal year 2010-2011) bargaining unit employees will maintain their current wages, with the exception of those positions who have received pay grade reclassifications (effective January 25, 2011) as follows:

- | | |
|---------------------------------------|-----------------------------------|
| 1. Customer Service Representatives | - PG 8 to PG 9 |
| 2. Storekeeper | - PG 7 to PG 8 |
| 3. Add UEII/Locate Truck | - PG 8 to PG 9 |
| 4. Add UEII/Hydrant | - PG 8 to PG 9 |
| 5. Add UEIII position | - PG 11 |
| 6. UEIV/Crew Leader | - PG 14 to PG 15 |
| 7. Add Lead Operator, Treatment Plant | - PG 17 to PG 18 |
| 8. Add Lead Operator, WR Plant | - PG 18 to PG 19 (dual certified) |

The union may request a wage reopener for fiscal year 2011-2012, and 2012-2013.

ACCEPTANCE

For IBEW Local 2088 and for the Utilities Commission, NSB

Daniel Raymond
Business Manager

Paula Di Chiara
Human Resource Director

Date

Date