Collective Bargaining Agreement

Between Utilities Commission, City of New Smyrna Beach And Local 2088 International Brotherhood of Electrical Workers

Effective July 1, 2019
Expires June 30, 2022
# Table of Contents

<table>
<thead>
<tr>
<th>Article/Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ARTICLE I, Preamble and Purpose and Intent</strong></td>
<td>1</td>
</tr>
<tr>
<td><strong>ARTICLE II, Probationary Employees</strong></td>
<td>2</td>
</tr>
<tr>
<td><strong>ARTICLE III, Work Covered</strong></td>
<td>3</td>
</tr>
<tr>
<td><strong>ARTICLE IV, Recognition and Representation</strong></td>
<td>4</td>
</tr>
<tr>
<td>Section 4.1, Exclusive Representation</td>
<td>4</td>
</tr>
<tr>
<td>Section 4.2, Interpretation</td>
<td>4</td>
</tr>
<tr>
<td>Section 4.3, Union Stewards</td>
<td>4</td>
</tr>
<tr>
<td>Section 4.4, Notification</td>
<td>5</td>
</tr>
<tr>
<td>Section 4.5, Union Business on the Employer’s Property</td>
<td>5</td>
</tr>
<tr>
<td><strong>ARTICLE V, Membership and Dues Deduction</strong></td>
<td>7</td>
</tr>
<tr>
<td>Section 5.1, Membership</td>
<td>7</td>
</tr>
<tr>
<td>Section 5.2, Dues Deduction Authorization</td>
<td>7</td>
</tr>
<tr>
<td>Section 5.3, Authorization Form</td>
<td>7</td>
</tr>
<tr>
<td><strong>ARTICLE VI, Management Rights</strong></td>
<td>8</td>
</tr>
<tr>
<td>Section 6.1, Retention of Rights</td>
<td>8</td>
</tr>
<tr>
<td><strong>ARTICLE VII, Union Bulletin Boards</strong></td>
<td>10</td>
</tr>
<tr>
<td><strong>ARTICLE VIII, Driver’s License Requirement</strong></td>
<td>11</td>
</tr>
<tr>
<td>Section 8.1, General Requirement – Florida Driver’s License</td>
<td>11</td>
</tr>
<tr>
<td>Section 8.2, Determination of Requirement to Operate Vehicles</td>
<td>11</td>
</tr>
<tr>
<td>Section 8.3, Notification Requirement of Lost or Invalid Driver’s License</td>
<td>11</td>
</tr>
<tr>
<td>Section 8.4, CDL Drug and Alcohol Testing Regulations</td>
<td>11</td>
</tr>
<tr>
<td><strong>ARTICLE IX, Strikes and Lockouts</strong></td>
<td>12</td>
</tr>
<tr>
<td><strong>ARTICLE X, Seniority</strong></td>
<td>13</td>
</tr>
<tr>
<td>Section 10.1, Definitions</td>
<td>13</td>
</tr>
<tr>
<td>Section 10.2, Application of Seniority</td>
<td>13</td>
</tr>
<tr>
<td>Section 10.3, Seniority List</td>
<td>13</td>
</tr>
<tr>
<td>Section 10.4, Represented Classifications</td>
<td>14</td>
</tr>
<tr>
<td>Section 10.5, Termination of Seniority</td>
<td>14</td>
</tr>
<tr>
<td>Section 10.6, Limitations</td>
<td>15</td>
</tr>
<tr>
<td>Section 10.7, Disputes</td>
<td>15</td>
</tr>
<tr>
<td><strong>ARTICLE XI, Layoff and Recall</strong></td>
<td>16</td>
</tr>
<tr>
<td>Section 11.1, Notice of Layoff</td>
<td>16</td>
</tr>
<tr>
<td>Section 11.2, Layoff</td>
<td>16</td>
</tr>
</tbody>
</table>
Ratified 2019-2022 Collective Bargaining Agreement
Utilities Commission, City of New Smyrna Beach & Local 2088 IBEW

Section 11.3, Recall ........................................................................................................ 16
  Section 11.4, Severance Pay ........................................................................................................ 16

ARTICLE XII, Job Posting and Bidding .............................................................................. 17
  Section 12.1, Notice of Vacancies ........................................................................................ 17
  Section 12.2, Bidding ............................................................................................................. 17
  Section 12.3, Selection ............................................................................................................ 17
  Section 12.4, Starting Pay ...................................................................................................... 18
  Section 12.5, Placement ......................................................................................................... 18
    Section 12.6, 60-day Proficiency Time ................................................................................. 18
  Section 12.7, New or Revised Classifications ..................................................................... 18

ARTICLE XIII, Hours of Work and Overtime ..................................................................... 19
  Section 13.1, Regular Workweek Defined ........................................................................... 19
    Section 13.2, Regular Workday Defined ............................................................................. 19
  Section 13.3, Shift Assignment ............................................................................................ 19
  Section 13.4, Overtime Compensation .................................................................................. 20
  Section 13.5, Selection for Scheduled Overtime ................................................................. 21
    Section 13.6, Call-out Overtime ......................................................................................... 21
  Section 13.7, Standby ............................................................................................................ 22
    Section 13.8, Meal Periods ................................................................................................. 23
  Section 13.9, Emergency Work Conditions Pay ................................................................. 24
    Section 13.10, Rest Period ................................................................................................. 25
  Section 13.11, Exchanging Work Hours ............................................................................. 25
    Section 13.12, Avoidance of Overtime Pay ..................................................................... 25
    Section 13.13, Pay Frequency ........................................................................................... 25

ARTICLE XIV, Wages ......................................................................................................... 27
  Section 14.1, Wage Rates ................................................................................................... 27
    Section 14.2, Wage Advancement ..................................................................................... 27
  Section 14.3, Pay Rates in Promotion, Demotion, or Transfer ............................................. 27
    Section 14.4, Reclassifications ......................................................................................... 27
  Section 14.5, Temporary Work in a Different Class ............................................................. 28
  Section 14.6, Shift Differentials ......................................................................................... 28
  Section 14.7, Base Rate Defined ......................................................................................... 28
    Section 14.8, Working Rate Defined ................................................................................. 28

ARTICLE XV, Performance Measurement, Education, Training, and Development ...................... 29
  Section 15.1, Performance Measurement ......................................................................... 29
Ratified 2019-2022 Collective Bargaining Agreement
Utilities Commission, City of New Smyrna Beach & Local 2088 IBEW

ARTICLE XVII, Time-Off Benefits ................................................................. 32
   Section 17.1, Holidays ............................................................................. 37
   Section 17.2, Voluntary Closings (VC) .................................................. 37
   Section 17.3, Bereavement Leave ............................................................ 38
   Section 17.4, Jury Duty ........................................................................... 38
   Section 17.5, Court Attendance for a Work Related Matter ................ 38
   Section 17.6, Personal Leave Time ......................................................... 38
   Section 17.7, Military Reserves or National Guard Leaves of Absence  40
   Section 17.8, Personal Leaves of Absence ............................................. 40
   Section 17.9, Voluntary Quit ................................................................. 41

ARTICLE XVIII, Group Health and Related Benefits ................................. 42
   Section 18.1, Section 125 Cafeteria Plan ............................................. 42
   Section 18.2, Medical Insurance ............................................................ 43
   Section 18.3, Group Life Insurance ....................................................... 43
   Section 18.4, Group Disability Insurance ............................................ 43
   Section 18.5, New and Amended Coverage ......................................... 43
   Section 18.6, Continuation Coverage .................................................. 43
   Section 18.7, Employee Assistance Program ...................................... 44
   Section 18.8, Workers’ Compensation ................................................ 44

ARTICLE XIX, Safety .................................................................................. 47
   Section 19.1, Safety ............................................................................... 47
   Section 19.2, Union-Management Joint Safety Committee ................... 47
   Section 19.3, Personal Protective Equipment ....................................... 48
   Section 19.4, Departmental Safety Provisions ...................................... 48
   Section 19.5, Departmental Safety Trainings and Meetings .................. 49
   Section 19.6, Tools and Equipment ....................................................... 49
   Section 19.7, Hepatitis Shots ................................................................. 49
Ratified 2019-2022 Collective Bargaining Agreement
Utilities Commission, City of New Smyrna Beach & Local 2088 IBEW

Section 19.8, Inclement Weather ................................................................. 50
Section 19.9, Safety Manuals ........................................................................ 50
Section 19.10, Safety and Driving ................................................................. 50
ARTICLE XX, Standard Uniform and Professional Dress Code ......................... 51
Section 20.1, Appropriate Attire ................................................................. 51
Section 20.2, Issued Uniforms ..................................................................... 51
Section 20.3, Footwear ................................................................................. 51
Section 20.4, Union T-Shirts ..................................................................... 52
ARTICLE XXI, Discipline and Termination .................................................. 53
Section 21.1, Just Cause ............................................................................. 53
Section 21.2, Progressive Discipline ............................................................ 53
Section 21.3, Serious Violations ................................................................. 54
Section 21.4, Record Clearance ................................................................. 54
ARTICLE XXII, Grievances and Arbitration ................................................. 55
Section 22.1, Grievance Procedure .............................................................. 55
Section 22.2, Arbitration ............................................................................ 56
Section 22.3, Time Limits .......................................................................... 56
Section 22.4, Resolution Outside of Grievance Procedure ......................... 56
Section 22.5, Sole Method of Resolving Grievances .................................... 56
ARTICLE XXIII, Duration and Termination ................................................ 57
APPENDIX A, Annual Salary Range, Eff. 10/1/2019 ........................................ 58
APPENDIX A, Annual Salary Range, Eff. 10/1/2020 ........................................ 61
APPENDIX B, Commercial Driver Drug-Free Workplace Requirements ........ 64
APPENDIX C, Workplace Violence Prevention Policies .............................. 68
APPENDIX D, Florida Drug-Free Workplace Act, UC Policy and Procedures .... 70
ARTICLE I

PREAMBLE AND PURPOSE AND INTENT

This Collective Bargaining Agreement, hereinafter referred to as “Agreement,” is entered into by and between the Utilities Commission, City of New Smyrna Beach hereinafter referred to as “Employer” and the IBEW Local 2088, hereinafter referred to as the “Union.” 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 Employer and the Union.

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.

This Agreement 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.

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. If any section, subsection, sentence, clause, or phrase of this Agreement be in conflict with any mandatory Federal, State or Local Laws, it shall be superseded by such law and all remaining sections of the agreement shall remain in effect. The parties agree to meet and negotiate in good faith such sections, subsections, sentences, clauses, or phrases affected.

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

Discrimination
The Utilities Commission is an equal opportunity employer. Employment decisions are based on merit and business needs and not on race, color, citizenship status, national origin, ancestry, gender, age, weight, religion, creed, physical or mental disability, marital status, veteran status, political affiliation, or any other factor protected by law.

Americans with Disabilities Act
It is the policy of the Utilities Commission to comply with all relevant and applicable provisions of the American with Disabilities Act (ADA) and the Amendment Act (ADAAA). The U.C. will not discriminate against any qualified employee or job applicant with respect to any terms, privileges, or conditions of employment because of a person’s physical or mental disability.

New Collective Bargaining Agreement
The Employer will make available one copy of the Agreement for each department and an electronic version on the Employer website within 30 days of the ratification by the bargaining unit, approval of the IBEW International President and the Employer of a new Agreement or amendments to the existing Agreement.
ARTICLE II

PROBATIONARY EMPLOYEES

The terms and conditions of this Agreement are not applicable to any Utilities Commission employee within a bargaining unit position until satisfactory completion of 180 calendar days of continuous employment. Such employee shall be considered a probationary employee. The Employer shall have the right to extend the probationary period up to an additional 90 days.

Exceptions to this Article are health and related benefits and Appendix A.
ARTICLE III

WORK COVERED

The Employer 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/or 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.
ARTICLE IV

RECOGNITION AND REPRESENTATION

Section 4.1. Exclusive Representation

The Employer 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.

Definition. “Employee”
For purposes of this Agreement, the term “Employee” shall mean any person employed by the Employer, and working within the departments of Electric, Water Resources, System Operations, and Finance as identified in Appendix A of this agreement.

Section 4.2. Interpretation

Only the Employer’s Human Resources Manager, 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 Employer 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.

Section 4.3. Union Stewards

The Employer agrees to recognize no more than five (5) duly appointed union stewards for the purpose of processing grievances that may arise during the term of this Agreement. The designation of stewards shall not exceed the listings below. Inclusive of the five (5), one (1) steward shall also be designated as the Chief Steward and one (1) may be a Deputy Chief Steward.

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

There shall be one (1) steward representing Electric Operations (includes Substations and Relay, Protective Services, and Metering Division, Fleet Maintenance Division, and System Operations Department)

There shall be two (2) stewards representing the Water Resources Department (includes Field Operations Division, Lift Stations/Maintenance Division, Water Production Division, and Water Reclamation Division)

There shall be one (1) steward representing the Finance Department (includes Customer Service Division)

The 5th steward shall be designated the Chief Steward and shall be able to perform as a steward in any of the above listed departments.
Section 4.4. Notification

A written list of union stewards shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer immediately of any impending change. There shall be no requirement on the part of the Employer to recognize any union steward until such time as an official list has been delivered to the Employer.

Section 4.5. Union Business on the Employer’s 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. For this Section only, “representative” shall be defined as the IBEW Business Manager or Assistant Business Manager. A union steward shall be permitted reasonable time to conduct the transaction of Union business when it affects the Employer only after approval from his/her department Supervisor and any other affected department(s). The union steward shall not be permitted to solicit grievances nor interfere with the performance of duties assigned to each employee.

Such business shall be as follows:

A. Investigation of and Representation for Grievances

Union stewards/representative will be allowed reasonable time to investigate grievances during working hours after first obtaining permission from their department. This time shall not exceed one and a half (1.5) hours, but may be extended with prior approval by the HR Manager. Permission will not be unreasonably withheld. The union steward and the department will discuss the anticipated amount of time needed to investigate information relevant to a grievance.

B. Represent Employees during Disciplinary Examinations or Hearings

A union steward/representative may be present at any examination of an employee within the bargaining unit by the Employer in connection with an investigation, if the employee reasonably believes that the examination may result in disciplinary action, and the employee requests representation.

C. Union Contract Negotiations

Time spent by a union steward, or an alternate designee, preparing for or involved in contract negotiation sessions shall not be paid by the Employer. 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 Manager of the list of needed union stewards/alternate designee at least five (5) working days prior to a scheduled negotiation session.

D. Approved Absences for Union Activity

Upon advance notice of at least one regular work week by the Local Union Business Manager or designee to the HR Manager, the Employer agrees to allow absences without pay to any bargaining unit employee whose services are required for Union work, provided such absences do not unreasonably interfere with the Employer’s operations. The Business Manager will provide the HR Manager with an approximate amount of time in which the employee will be absent.

The internal business of the Union shall be conducted by the employees during their non-duty hours and not on the Employer’s premises except that permission to use the Employer’s premises may be granted by an appropriate department and the Human Resources Manager upon the request of the Union. Such requests to use
the employer’s premises shall be made at least 24 hours in advance of said business meetings. Such meetings shall not entail the use of UC vehicles, equipment, or incur any other cost to the Employer.
ARTICLE V

MEMBERSHIP AND DUES DEDUCTION

Section 5.1. 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. Both parties agree to abide by the Public Employees Relations Act and shall not engage in conduct that would otherwise be a violation of this law.

Section 5.2. Dues Deduction Authorization

Upon receipt of the appropriate authorization form, the Employer 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.

The Union will notify the Employer in writing of the amount of monthly dues 15 days prior to any change. An employee may revoke his/her authorization for dues deduction at any time by giving written notice to the Employer’s Human Resources Department, with a copy of the notice emailed or otherwise delivered by the Employer to the Union. Upon receipt of the written notice from the employee, the Employer will cease deductions.

Section 5.3. 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

Date
ARTICLE VI

MANAGEMENT RIGHTS

Section 6.1. Retention of Rights

Except as otherwise expressly and specifically limited by the terms of this Agreement, the Employer retains and reserves unto itself all rights which ordinarily vest in and are exercised by public employers and all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the constitution of local, the State of Florida, and of the United States whether exercised or not. The rights of Employees in the bargaining unit and the Union hereunder are limited to those specifically set forth in this Agreement and by the laws and the constitution of local, the State of Florida, and of the United States, and the Employer retains all prerogatives, functions, and rights not specifically limited by the terms of this Agreement. The Employer shall have no obligation to negotiate with the Union with respect to any such subjects or the exercise of its discretion and decision-making with regard thereto, any subjects covered by the terms of this Agreement are closed to further negotiations for the term thereof, however, nothing contained in this Article shall prohibit the Employer and the Union from entering into negotiations over any issue the parties mutually agree requires further consideration during the terms of this agreement.

Without limitation, but by way of illustration, the exclusive prerogatives, functions, and rights of the Employer shall include the following:

To determine the mission of a department and to manage its affairs efficiently and economically; to control department budgets, facilities, equipment, processes; to plan, direct, and control department activities and personnel.

To determine the Employer’s organizational structure, duties to be performed, establishing or changing qualifications, position classifications and contents thereof; to establish terms and conditions of employment except as expressly modified or restricted by specific provisions of this Agreement.

To establish or change work hours and schedules of work, starting and quitting times; to assign and distribute work; to assign shifts, workdays, hours of work, and work locations; to determine the necessity for overtime and the amount of overtime required.

To establish, revise, and implement standards for performance, safety, materials, uniforms, and appearance.

To use, purchase, or contract for outside services or products; to use technology; introduce new, or eliminate or modify existing methods, equipment, processes, and technology, as long this does not result in layoffs, regular working hours reduced, or loss of recall rights.

To close or liquidate an office, operation, or facility, or combination of facilities, or to relocate, reorganize, or combine the work of departments, divisions, offices, operations, or facilities.

To examine, select, assign, reassign, direct, evaluate, discipline, promote, lay-off, or discharge employees and to determine the number of persons employed within the departments, parts thereof, or assigned to facilities, vehicles, and equipment therein.
To determine the need for a reduction or an increase in the work force and the implementation of any decision with regards thereto.

To adopt, change, enforce, or discontinue any rules, regulations, procedures, and policies not in direct conflict with any provision of this Agreement, or existing applicable statutory law.

The exercise of any management prerogative, function, or right which is not specifically modified by this Agreement is not subject to the grievance procedure, to arbitration, or to bargaining during the term of this Agreement.

The Employer’s not exercising of any right, power, function, or exclusive prerogative reserved by Section 6.1, Retention of Rights, or exercising them in a particular way, shall not be deemed a waiver of its right to exercise them or to preclude the Employer from exercising them in some other way not in conflict with the express provisions of this Agreement.
ARTICLE VII

UNION BULLETIN BOARDS

The Employer shall furnish a bulletin board for use by the Union. All materials posted on such board must, prior to posting, be approved by and copied to the Employer 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 Employer’s property other than as herein provided.

All costs incidental to preparation and posting of approved Union material shall be at the expense of the Union. The Union is responsible for posting and removing material from bulletin boards and for reasonably maintaining bulletin boards.
ARTICLE VIII

DRIVER'S LICENSE REQUIREMENT

Section 8.1. General Requirement - Florida Driver’s License

All employees whose positions require operation of the Employer’s vehicles or operation of the employee’s private vehicle while in the course and scope of employment must have a valid Florida driver's license, and a driving record which is acceptable to the Employer. The license must remain valid and must be kept in the employee's possession at all times while on duty. Possession of valid endorsements, as applicable to the specific position, shall be required (i.e., tankers endorsement, Class A or Class B CDL, etc.). Failure to possess, obtain, or maintain the required license/endorsement will disqualify any employee or applicant from such positions.

For those positions which require a CDL or other endorsement, the Employer will pay for the renewal of the license/endorsement. The Employer will not pay for the replacement of a lost license or any cost relating to reinstatement of a license or endorsement.

Section 8.2. Determination of Requirement to Operate Vehicles

The Employer reserves the right to determine which positions require the operation of vehicles.

Section 8.3. Notification Requirement of Lost or Invalid Driver's License

Any employee who holds a position which requires possession of a valid driver’s license whose license and/or CDL or other endorsement becomes suspended, revoked, expired, disqualified, or otherwise lost or invalid, or who pleads guilty or nolo contendre, or who is found guilty of a DUI or DWI offense, whether on or off duty, and whether in an Employer or a private vehicle, must immediately notify his or her supervisor. Failure of an employee to provide such notification may be cause for immediate disciplinary action, up to and including termination.

The ability to operate Employer vehicles or any vehicle will be suspended immediately upon loss of or invalidation of the employee's driver's license and/or the CDL or other endorsement, if applicable. The employee may, at the Employer’s discretion, be temporarily assigned to an alternate position within the same department, provided a funded vacancy exists, a driver’s license is not required for the position, and the employee is qualified to perform the duties of the vacant position. If no such position exists, the employee shall be placed on unpaid leave pending reinstatement or further employment action. An employee who is unable to recover a lost license or have an invalidated license renewed or reinstated and reinstate a disqualified CDL or other endorsement, if applicable, by the 60th day, shall be subject to termination.

Section 8.4. CDL Drug and Alcohol Testing Regulations

Employees required to have a commercial driver’s license (CDL) are subject to the Department of Transportation (DOT) drug and alcohol testing regulations, (SEE APPENDIX “B”). If there is a change in DOT regulations or if there is a conflict between this Agreement and the DOT regulations, the DOT regulations will prevail.
ARTICLE IX

STRIKES AND LOCKOUTS

Strikes are expressly prohibited. Employees are expected to remain in compliance with Florida Statute §447.505 which states that “No public employee or employee organization may participate in a strike against a public employer by instigating or supporting, in any manner, a strike.” Violations of this section shall subject the violator to penalties under F.S. §447.507.

Employees agree upon employment that they will not strike, boycott, work stop, slowdown, walkout, picket, or initiate any cessation of work, including honoring any picket line or any other interference or stoppage at the Employer’s place of business or elsewhere, total or partial, for any reason whatsoever. In addition, the Employer agrees that it will not lockout any employee during the term of the provisions of this Agreement.

Violation of this Article will result in progressive discipline and may include immediate termination of employment, as ordered by the Public Employees Relations Commission (PERC).
ARTICLE X

SENIORITY

Section 10.1. Definitions

Seniority
Seniority is defined as having precedence obtained as the result of the length of continuous, uninterrupted service in one or more of the represented positions outlined in Section 10.4 of this Agreement.

*Time served outside of a represented position shall not be counted toward the accrual of seniority.

Additional Service Time
Additional service time applies when the employee has had continuous, uninterrupted service with the Company, but may have had a break in service with the Union.

For example, the employee is hired in a represented position, but is then transferred to a non-represented position, and then back to a represented position. The time served initially (in a represented position) is considered additional service time.

*Additional service time is not applied to employees who have had a break in service with the Company, except in the case of a layoff with reemployment during the initial twelve months from the date of layoff – Reference Section 11.3.

Total Seniority
Total seniority is the sum of seniority and additional service time.

Section 10.2. Application of Seniority

The application of seniority, as defined in Section 10.1, shall be observed when determining promotions, transfers, and layoffs. Total seniority shall be considered in all cases listed in this section.

Shift Bidding
Reference Article XIII, Section 13.3

Equal Seniority
For purposes of determining seniority during application as defined in this section, consistent with employees with equal seniority, management shall review the employees’ complete employment record, including performance, relevant education, occurrences, discipline, safety, and peer working relations.

Section 10.3. Seniority List

The Company will furnish a seniority list to the Union with copies to the stewards in May and November of each year. The seniority list will be comprised of the following:

- Employee
- Current classification (job title/pay grade)
- Rate of pay
The seniority list will be separated by division and sorted in the order of total seniority from highest to lowest.

Section 10.4. Represented Classifications

A full listing of represented classifications may be found in Appendix A. For purposes of this article, represented classifications are designated by division:

<table>
<thead>
<tr>
<th>Division</th>
<th>Represented Classification</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Central Services</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Electric Operations</strong></td>
<td></td>
</tr>
<tr>
<td>Substation, Relay, Metering, and Protective Services</td>
<td>Substation and Relay Electrician, Apprentice, Trainee</td>
</tr>
<tr>
<td>Transmission and Distribution, Lines and Support Services</td>
<td>Line Crew Leader, Lineman, Apprentice, Groundman</td>
</tr>
<tr>
<td>Installation</td>
<td>Installation Crew Leader</td>
</tr>
<tr>
<td><strong>Water Resources</strong></td>
<td></td>
</tr>
<tr>
<td>Water Distribution, Sewer Collection, and New Construction (Field Operations)</td>
<td>Crew Leader, Utilities Employee, Jet/Vac, TV Truck, Water Meters, Backflow Prevention, Hydrants, Line Locates</td>
</tr>
<tr>
<td>Lift Station and Maintenance</td>
<td>Instrumentation, Maintenance, Electrician, Lift Stations</td>
</tr>
<tr>
<td>Water Reclamation</td>
<td>Lead Operator, Operators, Trainee</td>
</tr>
<tr>
<td>Water Production</td>
<td>Lead Operator, Operators, Trainee</td>
</tr>
<tr>
<td>Laboratory</td>
<td>Technicians</td>
</tr>
<tr>
<td><strong>Finance</strong></td>
<td></td>
</tr>
<tr>
<td>Materials Management</td>
<td>Purchasing, Warehouse</td>
</tr>
<tr>
<td>Customer Service</td>
<td>Billing, Customer Service, Cashiering</td>
</tr>
<tr>
<td>Meter</td>
<td>Technician, Reader</td>
</tr>
</tbody>
</table>

The provisions of Section 10.4 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 (PERC).

Nothing in Section 10.4 prohibits management from implementing organizational changes; however, the departmental structure, as defined in this section, will remain for contract interpretation purposes until the agreement or impasse procedures are complete.

Section 10.5. Termination of Seniority

Seniority shall terminate when the employee:
Voluntarily terminates the employment relationship
Involuntarily terminates the employment relationship
Extends a Leave of Absence beyond 180 days

Section 10.6. Limitations

Seniority, will be a consideration, but shall not be the only consideration when determining promotions, transfers, and layoffs. The employees’ complete employment record (performance, relevant education, occurrences, discipline, safety, and peer working relations) shall also be considered. All things being equal, seniority shall be the deciding factor.

For purposes of layoffs only, seniority means total company service time (continuous, uninterrupted service with the U.C. in a represented and/or non-represented position).

Section 10.7. Disputes

Any dispute arising out of the application of seniority shall be subject to the grievance process. However, the parties must make every effort to resolve disputes before filing. Resolution attempts must be documented and presented with the filed grievance.
ARTICLE XI

LAYOFF AND RECALL

Section 11.1. Notice of Layoff

In all cases of layoff, the Employer shall give at least 14 consecutive calendar days’ notice of layoff to the employees affected and to the Union. Where, however, such notice is not feasible, the Employer will notify the employee and the Union as promptly as possible and give, in lieu of said notice, two (2) weeks’ pay, not to exceed 80 hours at the employee's current straight time hourly rate; or a combination of notice and pay not to exceed 80 hours.

Section 11.2. Layoff

In the event of a layoff, for any reason, employees in the division/represented classification affected shall be laid off by inverse seniority (Refer to Article X, Seniority).

Section 11.3. Recall

The right to recall shall expire one (1) year after the employee’s layoff date. If an employee refuses recall in a classification other than the one he/she held at the time of layoff, the employee does not forfeit his/her recall rights.

Should the Employer reestablish the position within 12 months of its elimination, affected employees on active recall shall receive first consideration, provided they are qualified at the time of notification.

Should a vacancy occur, internal active employees shall receive first consideration, in accordance with Article XII, followed by those on active recall provided they are qualified at the time of notification. For this section, “vacancy” refers to active positions and does not include those that were once eliminated and then reestablished.

If an employee is recalled within the 12 month timeframe, seniority earned prior to the layoff will be considered additional service time and included in the employee’s total seniority.

Affected employees shall be notified by registered mail to their last known address of the reestablished position. It is the responsibility of the employee to notify the Human Resources Department of any address changes. Affected employees shall notify the Employer if they desire to return to work within five (5) calendar days of receipt of notice.

Section 11.4. Severance Pay

Employees affected by a layoff shall be eligible for severance pay as described below.

<table>
<thead>
<tr>
<th>LENGTH OF SERVICE</th>
<th>SEVERANCE PAY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 year+</td>
<td>80 hours</td>
</tr>
<tr>
<td>5 years+</td>
<td>120 hours</td>
</tr>
<tr>
<td>10 years+</td>
<td>160 hours</td>
</tr>
<tr>
<td>25 years+</td>
<td>200 hours</td>
</tr>
</tbody>
</table>
Severance pay shall be payable to eligible employees on the pay date directly following the date of layoff.

ARTICLE XII

JOB POSTING AND BIDDING

Section 12.1. Notice of Vacancies

Positions listed in Appendix “A” that become vacant will be posted on all Union bulletin boards in all bargaining unit work locations both within and outside the department where the vacancy exists for seven (7) calendar days and open to employees for bidding, if the Employer chooses to fill such vacancy. The posting shall be dated and will identify the department or division, job classification, pay grade and range, and closing date.

Promotional advancements are not considered vacancies and, therefore, are not subject to the posting and bidding requirements of this Article.

The Employer may withdraw any posting at any time. If a posting is withdrawn, a notice of withdrawal will replace the posting and all employees who placed a bid will be notified in writing.

Except in the case of special projects, to fill a temporary opening, or to fill a position created by any type of leave of absence, when employee(s) temporarily assigned to a higher classification have completed 180 consecutive calendar days in such assignment, the Employer will post the higher classification.

Section 12.2. Bidding

Employees in any department wishing to bid on the posted position must submit their bids to the Human Resource Department during the seven (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 immediately following the last day no later than 4:30 pm.

Section 12.3. Selection

First preference for any posted vacancy, as outlined in this Article, will be given to qualified bidders from within the bargaining unit. Employees with less than one year of work experience at the UC are not eligible for consideration, except in the absence of any eligible and/or qualified bidders. In such case the Employer may consider an in-house bargaining employee with less than one year of employment, may choose from qualified non-bargaining unit employees, or may hire from an external source.

The posted vacancy will be awarded to the individual who, in the opinion of the Employer, is deemed the most qualified for the position at the time of the award. If there are two or more bidders who, in the opinion of the Employer, are equally qualified at the time of the award, the vacant position will be awarded to the bidder with the greatest seniority, in accordance with Article X. Note: vacancies are awarded to qualified individuals. Therefore, if there is only one bidder, he/she will be awarded the job only if in the opinion of the Employer he/she is qualified to perform the vacant job at the time of the award.

Nothing in this Article shall restrict the prerogatives of the Employer to select an individual for a vacancy based on qualifications.
Section 12.4. Starting Pay

Upon award of bid and subsequent placement in the position, the employee’s starting pay will be the lowest Step in the new Pay Grade that is not less than the current wage. If the employee is awarded a position that is classified in a lower Pay Grade, the employee will be placed in the Step that is closest to his/her current pay, but shall not be guaranteed his current pay (i.e., the Employer shall not redline). If the employee is awarded a position that is classified in the same Pay Grade as his/her current position, the employee shall remain at the same Step until such time as the normal step increase is due (Reference Article XIV, Wages).

Section 12.5. Placement

Upon award of bid, the Employer will determine the effective date of placement in the new position. Note: this timeframe may be a minimum of two weeks from the award of bid due to the time needed to follow the job posting and bidding procedure for the position to be vacated, as well as on-the-job training that may be required. Once an effective date is determined, the Employer reserves the right to change the date based on business needs, but will make every attempt not to unnecessarily delay placement.

Section 12.6. 60-Day Proficiency Time

Subsequent to the award of bid, at the time of placement, the employee will be placed on a 60 calendar day proficiency period. If at any time during the proficiency period the Employer determines the employee does not demonstrate proficiency in the position, he/she may be returned to the position and rate of pay he/she held immediately prior to the time of award, if the position is vacant.

If during the proficiency period the employee desires to return to his/her former position, he/she may if the position is vacant. If the position is not vacant, the employee may file a written request with the Human Resources Department to return to the former position upon vacancy. Such request must be made within the proficiency period and will only be valid for one year from the date of the request.

If the employee is able to return to the previous position within the one year period due to an arising vacancy, he/she must be qualified, as defined in this Article, to be eligible for the transfer. Additionally, the following will apply:

A. The employee will accept a return to the same Pay Grade and Step prior to the original award of bid, with no credit toward time earned in the vacated position for purposes of a step increase.

B. The posting and bidding procedure will not apply to the position the employee is transferring back to.

C. The employee has no current negative disciplinary actions

Section 12.7. New or Revised Classifications

In the event the Employer desires to establish new classification(s) or revise existing occupational classifications(s), and such occupational classification(s) are included in the bargaining unit, such additions or changes shall be a subject of bargaining between the Employer and the Union, consistent with the Public Employees Relations Act.
ARTICLE XIII

HOURS OF WORK AND OVERTIME

Section 13.1. Regular Workweek Defined

The regular work week for all employees is defined as a seven (7) day period beginning on Sunday at 12:00 am and ending on Saturday at 11:59 pm. The regular workweek may be a combination of days and hours established separately by each department, indicative of the needs of each department and shall include consecutive days off.

Section 13.2. Regular Workday Defined

A workday is one that is scheduled in advance and consists of either 8 or 10 hour schedules during a 24-hour period, as determined by each Department Head (exceptions include, but are not limited to the rotating and shift work schedules of the Water Production and Water Reclamation Facilities). Once the workday is established, it shall remain fixed unless changed upon 72 hours advance notice to the employee(s) affected. A change in working days and/or hours shall not be used to avoid the payment of overtime.

In general, a regular workday will be scheduled as follows:

<table>
<thead>
<tr>
<th>Shift</th>
<th>8-hour</th>
<th>10-hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>1&lt;sup&gt;st&lt;/sup&gt; Shift:</td>
<td>11:00 pm to 7:00 am 11:15 pm to 7:15 pm</td>
<td>9:00 pm to 7:00 am</td>
</tr>
<tr>
<td>2&lt;sup&gt;nd&lt;/sup&gt; Shift:</td>
<td>7:00 am to 3:00 pm 7:00 am to 3:30 pm inclusive of a half (1/2) hour unpaid meal period 7:15 am to 3:15 pm 8:00 am to 5:00 pm inclusive of a one (1) hour unpaid meal period</td>
<td>7:00 am to 5:30 pm inclusive of a half (1/2) hour unpaid meal period</td>
</tr>
<tr>
<td>3&lt;sup&gt;rd&lt;/sup&gt; Shift:</td>
<td>3:00 pm to 11:00 pm 3:15 pm to 11:15 pm 3:30 pm to 11:30 pm</td>
<td>2:00 pm to 12:00 am</td>
</tr>
</tbody>
</table>

Reference Article XIV, Section 14.6 for Shift Differential Rates.

Note: A shift in which midnight (12:00 am) occurs shall be regarded as falling entirely within the calendar day during which a majority of the hours are worked. For example, when a shift begins at 11:00 pm on Monday and ends at 7:00 am Tuesday, Tuesday will be regarded as the actual workday.

Nothing in this Article shall preclude the Department Supervisor from exercising the right to temporarily alter the normal work schedule for a certain job which cannot be performed within the normal workday or workweek. For example, certain jobs where work must be performed on Saturday or Sunday or both, or at hours before or after the normal workday.

Section 13.3. Shift Assignment

For departments with continuous operations, selection of the established shifts (1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup>) will be through a bidding process with subsequent award based on current divisional seniority, based on the date in which the employee started in his or her respective division and/or became eligible for shift bidding. After an employee
has 24 months in the division, bidding will be based on total seniority. To be eligible, the employee must possess the proper license(s) and hold a position subject to continuous operations.

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

Section 13.4. Overtime Compensation

Overtime shall be paid at the rate of one and one-half times the employee's regular base rate for all hours in excess of 8 or 10 paid hours per day (depending on established schedule). Paid hours include, for example, holidays, personal leave time, jury duty, etc. Time off on leave without pay (LWOP) is not considered for overtime calculation purposes, unless it is leave without pay for union business (ULWOP).

At times, overtime work may be required during the employees’ designated “weekend.” Any overtime worked on a weekend will be paid at time and one half pay. However, the U.C. understands that employees’ time off is valuable and agrees to compensate employees at two times pay for time worked during the second day off, if the employee has also worked the first day. This applies only to employees’ weekends and not to scheduled personal leave time, or other absences. In the event an employee has more than a two day weekend, the same rule applies. Two times pay will only be applicable if the employee has worked two or more days during the scheduled weekend, and only for the second or subsequent days actually worked.

Reference the chart below for examples:

<table>
<thead>
<tr>
<th>Employee’s designated weekend is Saturday and Sunday. The employee works on Sunday only. Time worked is paid at time and one half pay.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee’s designated weekend is Saturday and Sunday. The employee works on Saturday and Sunday. Time worked on Saturday is paid at time and one half pay; time worked on Sunday is paid at two times pay.</td>
</tr>
<tr>
<td>Employee’s designated weekend is Saturday, Sunday, and Monday. The employee works on Sunday and Monday. Time worked on Sunday is paid at time and one half pay; time worked on Monday is paid at two times pay.</td>
</tr>
<tr>
<td>Employee’s designated weekend is Saturday, Sunday, and Monday. The employee works on Monday. Time worked is paid at time and one half pay.</td>
</tr>
<tr>
<td>Employee’s designated weekend is Saturday, Sunday, and Monday. The employee works on Saturday, Sunday, and Monday. Time worked on Saturday is paid at time and one half pay; time worked on Sunday is paid at two times pay; time worked on Monday is paid at two times pay.</td>
</tr>
</tbody>
</table>

Hourly employees will receive two times pay for time worked on a U.C. designated holiday, provided such employee does not have unscheduled personal leave time (PLT) the day before or the day after the holiday. This is in addition to the straight time holiday pay. If the employee has unscheduled personal leave time the day before or the day after the holiday, time worked will be paid at time and one half pay only. The employee will not receive straight time holiday pay.

All overtime rates, whether at time and one half or two times, will be based on the working rate, in accordance with federal and state law. When an employee works at two or more working rates during a work week, time and one half rates will be calculated from an average hourly base rate, in accordance with federal and state law.

The newly calculated overtime rate will only be applied to the overtime worked at the lower base/working rate.
All overtime earned at the higher working rate will be paid at the higher rate.

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

**Section 13.5. Selection for Scheduled Overtime**

Scheduled overtime is overtime that is scheduled at least 12-hours in advance and is for the purpose of continuous, efficient operations.

Overtime under this section shall be distributed equitably among qualified, employees by job title within their department. Scheduled overtime will first be offered to the qualified employee with the least number of hours on the overtime list on a voluntary basis. If there are not enough volunteers for the overtime assignment, the company may assign the overtime by inverse seniority.

In determining the equitable distribution of overtime, the Employer shall take into consideration an employee’s refusal, an employee’s absence, or the inability to reach the employee by telephone.

A continuous job assignment is exempt from the overtime selection process. Additionally, scheduled overtime that requires the use of specialized skills or of a position that is occupied by only one employee, shall be exempt from the overtime selection process, unless the occupant is unable to work the scheduled overtime and there are other qualified employees. At that point, the overtime selection process will apply to the alternate, qualified employees.

**Section 13.6. Call-out Overtime**

Call-out is unscheduled overtime when an employee is off duty, whether it is before or after a scheduled workday or during the employees’ regularly scheduled days off (“weekend”), and is called, without notice, to come in and work. Employees whose positions are subject to call-out are required to respond.

Overtime under this section shall be distributed equitably among qualified employees by job title within their department referencing the same overtime list used for scheduled overtime. Call-out overtime will be offered to the qualified employee by classification with the least number of hours on the overtime list on a voluntary basis. If there are not enough volunteers for the overtime assignment, the company may assign the overtime by inverse seniority.

In the event of a call-out, the employee will be guaranteed at least three (3) hours pay at the corresponding overtime rate. However, if the employee is called-out and within the initial three (3) hours receives another call, there will not be an additional three (3) hour minimum paid. If the total time worked is more than three (3) hours, the time will be calculated from the beginning of the first call until the overtime assignments are complete. If the total time worked is less than three (3) hours, only three (3) hours will be paid. Where appropriate, as many repairs as possible shall be made when an employee is on call-out. An employee must report to the jobsite within 40 minutes of receiving the call.

In the event an employee is called and the call is cancelled within 15-minutes, there will be one (1) hour of call-out pay, provided the employee has not already begun work.

When an employee is required to attend an emergency meeting (e.g., the meeting was not scheduled at least 12-hours in advance) on a scheduled day off or during time not immediately preceding or following the employee's
regular workday, the employee shall be entitled to call-out pay under this Section. Meetings for which the employee volunteers, or a mandated training or staff meeting, shall not be entitled to the call-out provision, although the employee will be paid as applicable for the hours he/she has attended such meeting.

It is the employee’s responsibility to maintain an adequate means of contact and to provide this information to the Department Supervisor. Failure to respond (FTR) to work when called out three times in a row within a calendar year will result in progressive discipline. Once you have responded to call out, the failure-to-respond count will restart. Once a FTR is assigned, the employee forfeits the right to be called for the following 72-hours, unless he or she contacts the dispatcher within 15-minutes of the initial call.

Section 13.7. Standby

Standby is when an employee is paid to be “on-call” and ready to work, at all hours during the times and days when the employee would normally be off duty. When an employee is on standby, he/she shall be prepared to work at any given time and must respond to a call immediately, and report to the designated work location within 40 minutes from answering the call. When called to work the employee must be dressed in the appropriate uniform, with the appropriate safety equipment (i.e., boots, glasses, gloves).

Standby is offered as voluntary for purposes of covering the department. In the event the department cannot get a sufficient amount of employees to volunteer for standby, it will be made mandatory. Standby shall then be assigned to the employee with the least amount of hours on the overtime list. The Director reserves the right to make standby participation mandatory for all qualified and eligible employees at any time deemed necessary by the Employer.

Standby schedules have been established as follows for each Department/Division:

**Electric Department Standby Schedule – Transmission & Distribution (T&D) and Substation, Metering and Protective Services (S&R) Divisions:**

For T&D there will be one “primary” employee assigned to standby beginning at 3:30 pm on Monday through 7:00 am on Saturday each week. There will be one “primary” and one “secondary” employee assigned to standby for the weekend beginning at 7:00 am Saturday and ending at 7:00 am Monday.

For S&R, there will be one “primary” employee assigned to standby beginning at 3:30 pm on Wednesday through 7:00 am the following Wednesday.

**Fleet and Facilities Management Division – Generation Mechanics:**

For Generation, there will be one “primary” employee assigned to standby beginning Friday at 4:00 pm through 6:00 am Monday.

**Water Resources Department – Field Operations and Lift Stations & Maintenance Divisions:**

For each division, there will be one “primary” employee assigned to standby each weekday, Monday through Thursday, from 3:30 pm until 7:00 am, and Friday from 3:30 pm until Monday at 7:00 am. There will also be one “secondary” employee assigned to standby the same week, with paid standby beginning Saturday at 12:00 am and ending Monday at 7:00 am.

For all divisions where standby is applicable, in the case of a holiday, standby begins at the end of the last shift.
the day before the holiday and ends at the beginning of the shift on the next workday after the holiday, or the beginning of the normal standby period as determined divisionally (see above). Should an employee be assigned to standby on the weekend and the designated holiday is on Monday, that employee’s standby will carry over through the holiday.

**Standby Pay**

Standby pay shall be at the straight-time base rate as follows:

**“Primary”**

- 3-hours per day each Monday, Tuesday, Wednesday, Thursday, and Friday
- 4.5-hours per day each Saturday and Sunday
- 5-hours on a designated holiday *(this five (5) hours replaces the three (3) hours of standby that would have been paid otherwise; it is not in addition to)*

**“Secondary”**

- 4.5-hours per day each Saturday and Sunday
- 5-hours on a designated holiday

Standby pay is separate from call-out pay and will be paid regardless of the employee receiving and responding to a call, and is paid in addition to regular pay for normal hours worked. However, should the employee on standby receive a call and not respond, he/she shall forfeit the standby pay for that day. Additionally, an employee on standby who fails to respond to a call shall be subject to disciplinary action.

In the event the employee assigned to standby becomes ill or cannot otherwise participate in the assigned standby, upon approval by the Department Supervisor or Director, employees of the same classification may exchange standby assignment(s) with one another provided additional overtime is not created by such exchange.

**Section 13.8. Meal Periods**

All employees shall be entitled to an unpaid meal period during their regular workday, as their scheduled working hours permit. During the specified meal period, the employee will be relieved from all duty and not required to work. Employees are not expected to work more than 6½ hours without being provided a meal period. Meal periods for each employee may be established by each Department Supervisor, indicative of the needs of the department. Meal periods may be adjusted when requested by the employee or for efficient operations (e.g., to cover the customer service counter), at the discretion and approval of the Department Supervisor. Employees who work a continuous shift for operations purposes, such as Operators, are not entitled to an unpaid meal period as their regular workday consists of eight or ten straight hours.

Nothing in this Section limits the Employer from requiring employees to work through the entitled meal period to ensure continued and efficient operations. However, in the event an employee is required to work through the meal period, or is not relieved of all job requirements, duties, and responsibilities, the employee will be compensated, as applicable, for the time worked.

**Meal Allowances:**

The Employer will pay meal allowances for work performed outside an employee’s regular or irregular workday as follows:
1. When an employee’s regular shift is extended two (2) hours or more immediately preceding or following regular working hours, and the employee has not been provided at least 12-hours advance notice, and the employee has worked at least half the specified meal time.

2. When an employee is assigned scheduled overtime, and has not been given at least 12-hours advance notice, and the employee has worked at least half the specified meal time.

3. When an employee is called out for a period of two (2) or more hours, and the employee has worked at least half the specified meal time.

Meal times in conjunction with meal allowances are as follows:

<table>
<thead>
<tr>
<th>Meal</th>
<th>Time</th>
<th>Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Breakfast</td>
<td>6:00 am to 7:00 am</td>
<td>$7.00</td>
</tr>
<tr>
<td>Lunch</td>
<td>12:00 pm to 1:00 pm</td>
<td>$8.00</td>
</tr>
<tr>
<td>Dinner</td>
<td>6:00 pm to 7:00 pm</td>
<td>$12.00</td>
</tr>
<tr>
<td>Midnight</td>
<td>12:00 am to 1:00 am</td>
<td>$8.00</td>
</tr>
</tbody>
</table>

Payment of meal allowances will be processed through payroll and are considered a fringe benefit and as such are subject to income taxes.

In the event the Employer provides a paid meal to the employee, the Employer’s requirement under this Section will be met and applicable meal allowance will not be paid.

Section 13.9. Emergency Work Conditions Pay

Emergencies will be declared by the General Manager/CEO and may include disasters such as, but not limited to, hurricanes, tropical storms, tornadoes, floods, earthquakes, or any other catastrophic disaster that impacts, in an extreme manner, the ability to work.

Employees may be required to work during an emergency, as determined by the Employer.

Should the Employer close due to the emergency, employees shall be paid as if the Employer had not closed.

Employees who have scheduled leave of a non-medical nature, may be required to cancel such leave and report to work.

Should an employee be required to report to work for emergency duty, the Company will reimburse any documented non-refundable expenses (i.e., airline, cruise, etc.). If the employee desires to resume the employee's vacation at the conclusion of the emergency, time off will be granted and the employee will not be subject to the five (5) day notice requirement, at the Employer’s discretion.

In the event an employee is required to work beyond his/her normally scheduled working hours, on a regular workday, during the emergency, he/she will be provided the following:

1. The employee will be allowed a “reasonable time” of up to four (4) hours of paid time to be released from work, during regular working hours, to return to their residence to ensure the safety of their family and/or property. The employee shall be required to report back, as directed, to the designated work location for
Ratified 2019-2022 Collective Bargaining Agreement
Utilities Commission, City of New Smyrna Beach & Local 2088 IBEW

emergency work.

2. For the first 11 hours of emergency work in this category, the employee shall be compensated at time and one half (1.5) pay. All subsequent hours will be compensated at double-time (2). This pay will remain in effect until there is a break of eight (8) hours or more. If emergency work continues after the eight (8) hour break, the same compensation method will begin again.

3. In the event an employee is required to work on a regularly scheduled day off (“weekend”), the employee shall be paid at double-time (2) for all hours worked during the declared emergency.

4. In the event an employee is required to work on an Employer designated holiday during an emergency, the employee shall be paid appropriate holiday overtime pay (Reference Section 13.4).

Mutual Aid:

Employees who are providing mutual aid to sister utilities, as directed by the Employer, for disasters, such as but not limited to, hurricanes, tropical storms, tornadoes, floods, earthquakes, or any other catastrophic disaster, shall be paid as follows:

1. For the first 11 hours of emergency work in this category, the employee shall be compensated at time and one half (1.5) pay. All subsequent hours will be compensated at double-time (2). This pay will remain in effect until there is a break of eight (8) hours or more. If emergency work continues after the eight (8) hour break, the same compensation method will begin again.

2. In the event an employee is required to work on a regularly scheduled day off (“weekend”), the employee shall be paid at double-time (2) for all hours worked during the declared emergency.

3. In the event an employee is required to work on an Employer designated holiday during an emergency, the employee shall be paid appropriate holiday overtime pay (Reference Section 13.4).

Emergency pay under this subsection (Mutual Aid) includes travel time to and from the city where assistance will be provided.

Selection:

Selection of employees will first be voluntary and then based on qualifications for the job to be performed, occurrences, performance, discipline, safety, and peer working relations.

Once the above is met, such employees will be selected by those who have the most worked overtime (call-outs, scheduled overtime, etc.) hours. The total number of employees selected will be based on the number requested by the utility requiring assistance.

Section 13.10. Rest Benefit

The intent of the rest benefit is to promote a safe work environment by providing a rest period when appropriate.

The rest benefit applies when the following criteria is met:

16 hours or more are worked in a rolling 24-hour period without 0-9 consecutive hours of non-work time within
that same 24-hour period.

The rest benefit is a total of 8 consecutive hours beginning when the employee clocks out and ending 8 hours later. The employee will be paid for rest time hours only when those rest time hours coincide with the employee’s regular shift (e.g., 7:00 a.m. to 3:30 p.m.).

The employee must contact his or her supervisor upon completion of the work period to provide notification of the earned rest period. Additionally, the employee must inform his or her supervisor if the employee intends to return to work and/or desires to use personal leave time upon completion of the rest period*. Due to the hours in which the employee may be working, it is acceptable to leave a message on the supervisor’s office voicemail.

*The supervisor will not unreasonably deny the request; however, does maintain the right to deny such request if the employee’s services are deemed essential.

Section 13.11. Exchanging Work Hours

Upon request and approval by the Department Supervisor, employees of the same classification may exchange hours of work within the workweek with one another provided additional overtime is not created by such exchange.

Section 13.12. 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 workweek.

Section 13.13. Pay Frequency

Wages for all employees are paid biweekly on or by the Thursday following the end of the pay week. The Employer 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 Employer’s locations, or as a result of a holiday, that may impact the processing of pay within the limits of the law.
ARTICLE XIV

WAGES

Section 14.1. Wage Rates

The wage rates which shall be effective during the term of this Agreement have been negotiated and agreed upon by the Employer and the Union and are set forth in Appendix A. Wage rates will be effective on the dates specified in Appendix A. Wage rates as defined in Appendix A shall not be subject to Article XXII, Grievance and Arbitration.

Section 14.2. Wage Advancement

The Employer utilizes a Step Salary Schedule ("Schedule") (Appendix A) for wage advancement. Within this schedule, providing that performance is at least satisfactory, an employee has the opportunity to advance a step each year, to a maximum of Step D. Yearly step increases are scheduled based on the date of placement in the position. If overall performance is rated less than satisfactory on the formal performance measurement review, a Step Increase will not be approved. New hires entering at Step A will be advanced to Step A-1 after successful completion of the probationary period. All step increases require approval by the Department Supervisor, Department Head, Human Resources Manager, with final approval by the General Manager/CEO.

Section 14.3. Pay Rates in Promotion, Demotion, or Transfer

When an employee is promoted, and the new position is in a higher classification, the rate of pay shall be advanced to provide an approximate 5% wage increase, not to exceed Step D.

When an employee is demoted, the employee will be paid at a rate which is within the approved range for the lower position.

When an employee is transferred, there shall be no change in the rate of pay if the new position is within the same classification as the previous position. If an employee is transferred to a position in a higher classification, such change shall be deemed a promotion. If the transfer is to a position in a lower classification then the employee shall be placed at the approved pay range for the position.

Section 14.4. Reclassifications

Employees who have been reclassified into a higher classification will be placed in the lowest step of the new classification necessary to provide not less than, but higher than the current pay.

Position reclassifications are at the discretion of the Employer and will be effective upon negotiation and agreeance with the Union.

Section 14.5. Temporary Work in a Different Class

Any employee, except for Operator Trainees and Apprentices, who are directed to temporarily perform the work of a higher classification, for at least two (2) hours in a workday, shall be paid at the corresponding rate of either Step A of the higher classification or 5% above the current rate of pay, whichever is higher. This rate of pay shall be for all hours worked in the higher classification only.
Conversely, when an employee temporarily performs the work of a lower classification, the employee shall continue to receive the rate of pay of the employee’s own classification.

**Section 14.6. Shift Differentials**

The Employer recognizes that some working periods are less than desirable, and as such agrees to compensate employees a premium above the base rate, hereinafter referred to as a Shift Differential.

Employees scheduled to an eight (8) hour workday that commences on or after 3:00 pm, but before 11:00 pm, shall receive a $1.00 per hour shift differential for all hours worked during the scheduled period.

Employees scheduled to a 10 hour workday that commences on or after 2:00 pm, but before 9:00 pm, shall receive a $1.00 per hour shift differential for all hours worked during the scheduled period.

Employees scheduled to an eight (8) hour workday that commences on or after 11:00 pm, but before 7:00 am, shall receive a $1.25 per hour shift differential for all hours worked during the scheduled period.

Employees scheduled to a 10 hour workday that commences on or after 9:00 pm, but before 7:00 am, shall receive a $1.25 per hour shift differential for all hours worked during the scheduled period.

All shift differentials shall be paid for leave and holidays, provided the employee is on an established workday pattern that qualifies for such payments.

For purposes of determining the workday, a workday in which midnight occurs shall be regarded as falling entirely within the calendar day during which a majority of the hours are worked.

**Section 14.7. Base Rate Defined**

Base Rate is defined as the employee’s straight time hourly rate as defined in Appendix A for his/her classification, exclusive of any differentials.

**Section 14.8. Working Rate Defined**

Working Rate is defined as the employee’s base rate plus any shift differentials or the temporary rate of pay for specialized work, as defined in Section 14.5.
ARTICLE XV

PERFORMANCE MEASUREMENT, EDUCATION, TRAINING, AND DEVELOPMENT

Section 15.1. Performance Measurement

All employees shall receive performance evaluations in accordance with the Employer’s performance appraisal system. Performance appraisals identify employee strengths and help employees recognize areas of needed improvement. Additionally, these appraisals clarify employee position objectives, provide constructive feedback, and help build stronger working relations by assuring periodic communication between the Employer and employees. Performance measurement results are considered when determining advancement opportunities.

Formal performance measurement reviews are conducted annually.

Employees who are given below expectations or unacceptable ratings will be provided with guidance regarding position competencies, further training as indicated, coaching, conflict resolution assistance, and additional supervision to encourage performance improvement.

If performance is less than satisfactory, the employee will be reevaluated at a time determined by the Department Supervisor, not more than 90-days from the date of the last appraisal.

Section 15.2. Supplemental Training for Current Position

The Employer and the Union agree to support employee training programs to better prepare 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. Selection of employees to receive such supplemental training is solely at the discretion of the Employer and will be based on quality of work, safe work record, superior attendance records, and satisfactory performance appraisals.

Supplemental training timeframes are determined by the Department Supervisor and are not subject to Section 14.5 (the employee will not receive an increase in pay during the supplemental training period).

Section 15.3. Educational Assistance

The Employer believes that education leads to self-improvement and recognizes that the skills and knowledge of its employees are critical to the success of the organization. In that vein, the Employer encourages higher education and is willing to reimburse for courses which are directly related to an employee’s present job or which will help an employee prepare for more responsibilities or promotions within the organization. The Human Resources Manager shall determine the merits of requested courses as they relate to the Employer.

Regular full-time employees may request reimbursement by submitting the request on the appropriate form, which may be obtained from the Human Resources Department. The employee must provide supporting documentation including receipts for tuition and books and final grades.

Listed below are additional requirements the employee must meet to be eligible for reimbursement:

1. Courses taken must be from an accredited college, university, or trade school.
2. Grades must be a C or above. The Employer will reimburse 100%, up to the maximum, for final grades.
of an A or B, and 50%, up to the maximum, for final grades of a C.

3. Employees are responsible for advance payment. This is a reimbursement program.

4. For degree programs: the employee agrees to continue employment with the UC for one full year upon completion of the degree achieved*.

5. Other programs: the employee agrees to continue employment with the UC for one full semester after each reimbursement. For purposes of this Section, a semester is 15 weeks.

*Employees who do not comply with this requirement will be required to repay the Employer for all educational expenses paid to the employee during the previous academic period (year if a degree program, semester if other).

Program Maximum Limits:
The Employer will reimburse eligible employees for qualifying expenses, up to the following maximums:

- Tuition: $1,000 per semester, inclusive of lab and other course-related fees
- Course Materials: $200 per semester

Reimbursements will be made using the Accounts Payable process and will not be assessed income taxes, as long as total reimbursements do not exceed IRS maximums currently in effect.

Section 15.4. Licensing, Certifications, and Continuing Education Units

Any licenses, certifications, and/or continuing education units (CEUs) the Employer requires an employee to obtain and maintain will be paid for by the Employer in full and in advance. This section is not subject to reimbursement if directly related to the employee’s current position and required by the Employer. However, should a license, certification, or CEU be applicable to the Employer in some fashion, but not directly related to the employee’s present position, such costs shall be subject to Section 15.3.

Section 15.5. Travel Accommodations and Transportation

Travel associated with attendance at conferences, workshops, trainings, schools, seminars, and committee meetings, either within or outside of the Employer’s service area, overnight or same day, must be authorized in advance by the appropriate Department Head.

Under ordinary circumstances, it is the policy of the Employer to reimburse meals and incidental expenses on the basis of the M&IE per diem rates, published by the U.S. General Services Administration (GSA). Employees traveling under this section are entitled to transportation, hotel accommodations*, and limited incidentals that meet reasonable and adequate standards for convenience, safety, and comfort. When such business involves overnight travel, the employee must submit a preliminary travel expense report and may receive advanced payment. Upon return from all business travel, the employee must submit a finalized travel expense report.

*Hotel accommodation expenses are only covered when the overnight travel is 50 miles or more outside of the Employer’s service area.

When on travel under this section, either within or outside the Employer’s service area, employees are encouraged to use a UC vehicle, if authorized. If unavailable or unauthorized, and the employee uses his or her
personal vehicle, the employee will be reimbursed for all applicable business mileage at the current standard mileage rates set by the Internal Revenue Service. The Employer will pay for travel time as required by the Department of Labor Wage and Hour Law and Article XIII. When using a UC vehicle, the employee is expected to adhere to all operating policies and procedures, including the appropriate locations to obtain fuel.

Additional business expenses, such as tolls and parking fees must have a receipt for reimbursement.

If the training, workshop, conference, seminar, school, or committee meeting provides a complimentary meal, no meal expense is reimbursable to the employee for that meal.
ARTICLE XVI

INTERDEPARTMENTAL ADVANCEMENTS AND PROGRAMS

Section 16.1. Interdepartmental Advancements

Water Resources Department:

A. **Licensed Operators and Trainees:** It is at the Employer’s sole discretion to increase an Operator to the next classification upon achievement of the next license level. This determination is based on budgetary allowances and restrictions. There is no requirement for an Operator C to move to the Operator B wage, nor an Operator B to move to an Operator A wage at the time of achievement.

An Operator Trainee must complete all course work, log all required hours, and pass all tests to become a licensed Operator with the state of Florida within two (2) years from date of hire in the position. Failure to achieve such license in the specified timeframe will result in disqualification from the position and termination of employment. The Employer may consider the employee for any other vacant position within the UC, if the employee is qualified. There is no requirement on the part of the Employer to retain a trainee who cannot meet and pass the qualifications of the position.

Promotions under this Section are not subject to the Job Posting and Bidding Process. The positions, however, may be posted as a courtesy only, at the sole discretion of the Employer.

B. **Maintenance Mechanics:** It is at the Employer’s sole discretion to determine the number of maintenance mechanics to be employed and when a promotional advancement may occur. To be eligible for advancement, the employee must meet the following requirements:

1. **Mechanic I:** To advance from Lift Station Operator to Maintenance Mechanic I, the employee must complete the MMI curriculum, demonstrate mechanical aptitude, have consistent satisfactory job performance, and must be able to successfully pass the Mechanic Level I test.

2. **Mechanic Level I to Level II:** To advance from Maintenance Mechanic I to II, the employee must successfully complete at least two (2) years as an MMI, demonstrate mechanical aptitude, have consistent satisfactory job performance, and successfully pass the Mechanic Level II test.

3. **Mechanic Level II to Level III:** To advance from Maintenance Mechanic II to III, the employee must successfully complete at least two (2) years as an MMII, demonstrate advanced mechanical aptitude, have consistent satisfactory job performance, and successfully pass the Mechanic Level III test.

The Employer is not required to advance employees from Lift Station Operator or from one level of Maintenance Mechanic to another and nothing in this Section shall be interpreted otherwise.

Promotions under this Section are not subject to the Job Posting and Bidding Process. The positions, however, may be posted as a courtesy only, at the sole discretion of the Employer.

C. **Field Operations, Utilities Employees:** It is at the Employer’s sole discretion to determine the number of Utilities Employees employed and when a promotional advancement to II, III, or IV may occur. To be
eligible for advancement, the employee must meet the following requirements:

1. **Utilities Employee I (UE1) to Utilities Employee II (UEII):** To advance from UEI to UEII, the employee must obtain the FDEP Level III Water Distribution Technician License and FWPCOA Level III Water License, have consistent satisfactory job performance, and must demonstrate proper knowledge of water distribution and sewer collection.

2. **Utilities Employee II (UEII) to Utilities Employee III (UEIII):** To advance from UEII to UEIII, the employee must maintain all licenses required of a UEII and obtain the Wastewater Collection Class C Technician License, demonstrate heavy equipment skills (the employee must have a minimum of 480 hours as a backhoe operator), have consistent satisfactory job performance, and demonstrate advancing knowledge of water distribution and sewer collection.

3. **Utilities Employee III (UEIII) to Utilities Employee IV/Crew Leader (UEIV):** To advance from UEIII to UEIV/Crew Leader, the employee must maintain all licenses required of a UEII and UEIII, obtain the Reclaimed Water Distribution Technician Class C License, as well as the Backflow Prevention Assembly Maintenance and Repair Certification, successfully complete a minimum of four (4) years in field operations/maintenance (not necessarily from the Employer), demonstrate advanced skills in operating heavy equipment, have consistent satisfactory job performance, and demonstrate advanced knowledge of water distribution, sewer collection, and new construction.

The Employer is not required to advance employees from one level of Utilities Employee to another and nothing in this Section shall be interpreted otherwise. Promotions under this Section are not subject to the Job Posting and Bidding Process. The positions, however, may be posted as a courtesy only, at the sole discretion of the Employer.

**Electric Department:**

A. **Groundman, Apprentice, and Linemen:** It is at the Employer’s sole discretion to determine the number of Groundman, Apprentice Linemen, Linemen, and Line Crew Leaders to be employed. It is also at the Employer’s sole discretion to promote employees in such classifications to the next level.

First year Apprentice Linemen will be selected exclusively from current Groundmen.

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. Such promotion will be effective the date in which the Department Head determines the requirements for promotion have been successfully completed.

An employee in the Groundman position must successfully complete the program and advance to a 1st year Apprentice within three (3) years from the date of placement as a Groundman. Failure to meet the requirements and advance to 1st year apprentice after a maximum of three (3) years will result in disqualification from the position and termination of employment.

Likewise, an Apprentice Lineman who is unable to successfully complete the apprentice program, within five (5) years from placement as an Apprentice, will be disqualified and will be subject to termination of
employment.

The Employer may consider an employee who becomes disqualified from the position, as stated above, for any other vacant position within the UC, if the employee is qualified. There is no requirement of the Employer to retain a Groundman or an Apprentice who cannot meet and pass the qualifications of the position.

Line Crew Leaders will be selected from qualified Linemen.

Promotions under this section are not subject to the Job Posting and Bidding Process. The positions, however, may be posted for courtesy only, at the sole discretion of the Employer.

**B. Substation, Metering and Protective Services:** It is at the Employer’s sole discretion to determine the number of Substation Trainees, Apprentices, Electricians, and Crew Leaders to be employed and when a promotional advancement may occur. To be eligible for advancement, the employee must meet the following requirements:

1. Substation Apprentices will be selected from current Substation Trainees, unless the employee considered possesses adequate and relevant knowledge and experience.

2. Substation Apprentice I to II: To advance from Apprentice I to II, the employee must successfully complete a minimum of one (1) year as an Apprentice I, have consistent satisfactory job performance, and successfully complete all written and manual testing.

3. Substation Apprentice II to III: To advance from Apprentice II to III, the employee must successfully complete a minimum of one year as an Apprentice II, have consistent satisfactory job performance, and successfully complete all written and manual testing.

4. Substation Apprentice III to Electrician: To advance from Apprentice III to Electrician, the employee must successfully complete a minimum of one year as an Apprentice III, have consistent satisfactory job performance, and successfully complete all written and manual testing.

5. Substation Crew Leaders will be selected from qualified Substation Electricians.

Promotions under this section are not subject to the Job Posting and Bidding Process. The positions, however, may be posted for courtesy only, at the sole discretion of the Employer.

**Finance Department:**

**A. Meter Readers and Meter Technicians:** It is at the Employer’s sole discretion to determine the number of Meter Readers and Meter Technicians to be employed and when a promotional advancement may occur. To be eligible for advancement, the employee must meet the following requirements:

1. **Meter Reader to Meter Tech I:** To advance from Meter Reader to Meter Technician I, the employee must successfully complete a minimum of two (2) years as a Meter Reader, successfully complete SEMA School or an equivalent (one that is approved by the Employer) within one year from promotion, have intermediate experience in connecting and disconnecting utility service and reading and repairing meters, and must have consistent satisfactory job performance.
2. **Meter Tech I to Meter Tech II:** To advance from Meter Tech I to Meter Tech II, the employee must successfully complete a minimum of two (2) years as a Meter Tech I, have successfully completed SEMA School or an equivalent (one that is approved by the Employer), have successfully completed the in-house MVRS training within one year from promotion, have advanced experience in connecting and disconnecting utility service and in reading and repairing meters, and must have consistent satisfactory job performance.

The Employer is not required to advance employees from Meter Reader or from one level of Meter Technician to another and nothing in this Section shall be interpreted otherwise. Promotions to Meter Tech I and Meter Tech II are not subject to the Job Posting and Bidding Process. The positions, however, may be posted as a courtesy only, at the sole discretion of the Employer.

### Section 16.2. Apprentice Lineman Program

The Union and the Employer agree that the Employer will provide a minimum 8,000-hour Electric Operations Apprenticeship Program. The Employer reserves the right to utilize all alternatives or to cancel the program if it deems necessary and nothing in this Section shall be interpreted otherwise.

Apprentice Linemen must complete each apprenticeship step within acceptable time frames (a minimum of one (1) year, and a maximum of two (2) years, at each step, up to five (5) years maximum for all four steps) and ultimately advance to the position of Lineman. A certificate of completion will be issued after the employee has successfully completed the Apprentice Program. This certificate shall include the State of Florida Seal. The value of this Seal shall be $16,000.

If the employee voluntarily terminates employment while in the program, he/she shall refund the Employer for the total cost of that particular year’s tuition, not to exceed $4,000.

If the employee voluntarily terminates employment within the first three years after the program completion, he/she shall refund the employer as follows:

- If the employee voluntarily terminates employment in the first year after program completion, he/she shall refund the Employer $6,000.
- If the employee voluntarily terminates employment in the second year after program completion, he/she shall refund the Employer $3,000.
- If the employee voluntarily terminates employment in the third year after program completion, he/she shall refund the Employer $1,000.

Failure to complete the Apprentice Program and achieve Lineman status in the allotted timeframe may result in disqualification and termination of employment. The Employer may consider an employee who becomes disqualified from the position, as stated above, for any other vacant position within the UC, if the employee is qualified. There is no requirement of the Employer to retain an Apprentice who cannot meet and pass the qualifications of the position.

Promotions under this section are not subject to the Job Posting and Bidding Process.

### Section 16.3. Substation, Metering and Protective (SM&P) Service Electrician Training Program
The Employer shall provide a training program for Substation, Metering and Protective Services Trainees and Apprentices. Substation employees must complete each training step within acceptable time frames (a minimum of one (1) year at each step, a maximum of two (2) years) and must ultimately advance to the position of Substation and Relay Electrician. A certificate of completion will be issued by the Employer after the employee has successfully completed the Apprentice Program. Failure to complete the Apprentice Program and achieve Electrician status in the allotted timeframe may result in disqualification and termination of employment.

The Employer may consider an employee who becomes disqualified from the position, as stated above, for any other vacant position within the UC, if the employee is qualified. There is no requirement of the Employer to retain an Apprentice who cannot meet and pass the qualifications of the position.

Promotions under this section are not subject to the Job Posting and Bidding Process.
ARTICLE XVII

TIME-OFF BENEFITS

Section 17.1. Holidays

The Employer recognizes the following holidays each year:


The Employer is closed for business and provides all employees with time off on the day in which the legal holiday falls. However, should the legal holiday fall on a Saturday, the Employer observes the preceding Friday; if the legal holiday falls on Sunday, the Employer observes the following Monday.

Holiday Pay

All employees will be paid for the holidays listed above at the applicable straight time rate based on the established workday (i.e., 8 hours/10 hours), including employees on FMLA. If the employee has unscheduled personal leave time either the day before or the day after a designated holiday, the employee forfeits holiday pay. Reference Article XIII, Section 13.4 for pay when working a designated holiday.

Should a designated holiday fall within the period an employee is on scheduled Personal Leave Time (PLT), the holiday will be paid in accordance with this Section and will not be charged against the employee’s PLT account.

At times the Employer’s designated holiday may fall on an employee’s regularly scheduled day off (“weekend”). When this happens, the employee may choose one of the following options:

- Receive straight time holiday pay
- Schedule a different day off as the holiday, within the same pay period*
- Convert the holiday pay into personal leave time

*When the employee decides to schedule another day off, within the same pay period, selection of the alternate day must be requested four (4) working days, consistent with the employee’s schedule, prior to the substitute day to allow for proper scheduling of the department.

Section 17.2. Voluntary Closings (VC)

Any time the CEO voluntarily closes the Utilities Commission bargaining unit employees shall not be asked to take time out of their PLT account and shall be paid by the UC.

An employee who is required to work during a time in which the UC is voluntarily closed by the CEO will receive straight time pay for hours worked and an equivalent amount of hours in their PLT account. Employees assigned to a 4 day/10 hour shift will receive VC pay prorated and paid just like any other employee for a voluntary closing (10 hours of VC pay).

NOTE: An employee who is on standby on a day that is declared by the CEO as a voluntary closing day,
receives the 3 hours of standby pay only.

**Section 17.3. Bereavement Leave**

The Employer will provide the employee with appropriate, paid bereavement leave, not to exceed four (4) days when a member of the employee's immediate family has passed away. In the event it is necessary for the employee to take more than four (4) days, the employee may use available personal leave time. Additional time off for this purpose will not be subject to the four (4) working day notice requirement.

Covered family members include: spouse, children, stepchildren, foster children, father, stepfather, mother, stepmother, mother-in-law, father-in-law, brothers, stepbrothers, sisters, stepsisters, daughter-in-law and son-in-law, brothers-in-law, sisters-in-law, aunts, uncles, nieces, nephews, grandparents, grandchildren, and spouse's grandparents and grandchildren.

**Section 17.4. Jury Duty**

Employees who are summoned for jury duty will be paid for all work time lost while fulfilling their responsibilities to serve, provided proper notice is given. Proper notice is four (4) working days in advance of day of service.

**Section 17.5 Court Attendance for a Work Related Matter**

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.

**Section 17.6. Personal Leave Time (PLT)**

All regular, full-time and part-time* employees are eligible to accrue Personal Leave Time (PLT) on a bi-weekly basis. Accruals are based on years of service from date of hire as follows:

<table>
<thead>
<tr>
<th>Schedule of Accrual</th>
<th>*Hours Accrued (bi-weekly)</th>
<th>Yearly Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 – 6 years</td>
<td>6.46</td>
<td>167.96</td>
</tr>
<tr>
<td>7 – 8 years</td>
<td>6.77</td>
<td>176.02</td>
</tr>
<tr>
<td>9 – 10 years</td>
<td>7.08</td>
<td>184.08</td>
</tr>
<tr>
<td>11 – 12 years</td>
<td>7.38</td>
<td>191.88</td>
</tr>
<tr>
<td>13 – 14 years</td>
<td>7.69</td>
<td>199.94</td>
</tr>
<tr>
<td>15 – 16 years</td>
<td>8.00</td>
<td>208.00</td>
</tr>
<tr>
<td>17 – 18 years</td>
<td>8.31</td>
<td>216.06</td>
</tr>
<tr>
<td>19 – 20 years</td>
<td>8.62</td>
<td>224.12</td>
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<td>21 – 22 years</td>
<td>8.92</td>
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<tr>
<td>23 – 24 years</td>
<td>9.23</td>
<td>239.98</td>
</tr>
<tr>
<td>25+ years</td>
<td>9.54</td>
<td>248.04</td>
</tr>
</tbody>
</table>

*Accrual changes are based on the year of service the employee is beginning. Example: once the employee completes 6 years of service and begins the 7th year, the employee’s accrual will increase from 6.46 hours to 6.77 hours each pay period.

*Part-time employees working at least 30-hours per week will earn PLT at the rate of 75% of that earned by full-time employees. Part-time employees working less than 30-hours per week are not eligible to earn PLT.
Use of PLT
To use PLT, the employee must submit a written request, using the approved Leave Time Request Form, to his or her Supervisor at least four (4) working days in advance of the requested leave. The request will be approved or denied at the discretion of the Supervisor, as soon as possible or at least within 3 working days from the submission of the request.

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.

Employees shall use or sell at least 50% of the Personal Leave Time accrued during the anniversary year and may retain the balance for use in succeeding years. Employees may retain a maximum PLT balance of 480 hours. Hours over the maximum may not be retained and will be paid out to the employee on the pay date that corresponds to the employee’s anniversary date.

Employees have the option to payout PLT at the regular straight time rate. Payouts are processed during the normal payroll process and are subject to applicable federal and employment taxes. Requests for payout must be received by the HR Department no later than the Friday prior to the normal pay date.

Upon termination of employment an employee shall be eligible for a payout of personal leave time.

In the event of the employee’s death, the deceased employee shall be entitled to a lump sum payment of all personal leave time accrued and banked, which will be paid with the final paycheck, following proof of death (death certificate).

Unscheduled Leave
In any calendar year, employees who do not provide at least a four (4) working day notice when requesting or taking personal leave will be charged with an occurrence. Upon issuance of the fifth (5th) occurrence, the employee will receive a Verbal Warning. Upon issuance of the sixth (6th) occurrence, the employee will receive a Written Warning. Upon issuance of the seventh (7th) occurrence, the employee will be suspended without pay for three (3) days. Upon the eighth (8th) occurrence, the employee will be terminated.

Employees who are unable to provide notice due to extenuating circumstances will not receive an occurrence for all time related to the event, as long as the employee produces appropriate documentation validating the event (e.g., medical note, school note, airline information for delays or cancelled flights, police report, etc.), and shall not in any way be used against the employee. However, notification is still required and must be provided to the employee’s Department Supervisor prior to the start of his/her scheduled workday.

Unscheduled Leave events where employees have initially provided appropriate notice, but then must change the date due to circumstances beyond their control, will not receive an occurrence for time relating to the event. Employees may be required to provide supporting documentation.

Employees who are sent home by management due to an illness shall not receive an occurrence for the time relating to the event and no substantiating documentation will be required. This does not apply to employees who request to leave work.

Occurrences generally do not apply to employees who are on FMLA. However, employees on FMLA leave are still required to abide by the Employer’s leave time notice requirement, when possible. Deliberate violation of this policy may result in disciplinary action.
Section 17.7. Military Reserves or National Guard Leaves of Absence

Military Training Periods
In accordance with F.S. §115.07 employees who are commissioned reserve officers or reserve enlisted personnel in the United States military or naval service or members of the National Guard are entitled to leaves of absence from their respective duties, without loss of vacation leave, pay, time, or efficiency rating, on all days during which they are engaged in training ordered under the provisions of the United States military or naval training regulations for such personnel when assigned to active or inactive duty. Leaves of absence granted as a matter of legal right under the provisions of this section may not exceed 240 working hours in any one annual period. Military leaves of absence for additional or longer periods of time for assignment to duty functions of a military character shall be without pay or the employee may utilize personal leave time.

Active Duty
In accordance with F.S. §115.14 employees who are called to active military service shall be granted a leave of absence to perform active military service and will receive the first 30 days of any such leave of absence with full pay. The U.C. will supplement the military pay of its employees who are reservists called to active military service after the first 30 days in an amount necessary to bring the total salary, inclusive of the base military pay, to the level earned at the time he or she was called to active military duty. The U.C. shall continue to provide all health insurance and other existing benefits to such officials and employees.

Uniformed Services Employment and Reemployment:
As an Equal Opportunity Employer, the U.C. is committed to providing the basic employment and reemployment services and support as set forth in the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

Section 17.8. Personal Leaves of Absence

In special circumstances, the U.C. may grant a leave of absence for a personal reason, but never for taking employment elsewhere or becoming self-employed. Personal leaves of absence must be requested in writing at least 30 days in advance of the leave, if possible. If the leave is due to an emergency and it is not possible to provide 30 days advance notice, the request for leave must be provided as soon as practicable. Personal Leave of Absence approvals are subject to the discretion of management and the Human Resources Department. An approved Personal Leave of Absence will only be for a maximum period of 180 calendar days per occurrence.

Eligibility
To be eligible for a Personal Leave of Absence, the employee must have completed at least 12 months of service with the U.C. and must have worked at least 1,240 hours in the 12 months immediately preceding the request for leave. Additionally, the employee being considered for Personal Leave of Absence must use all accrued and banked Personal Leave Time afforded below (Sec. 8.9) before being eligible for Personal Leave of Absence.

Requests
Personal Leave of Absence requests must be in writing and must include the beginning date of leave, the expected date of return from leave, and the reason for the leave. The following criteria will be evaluated to determine approval or denial of the request:

- Purpose of the leave
- Length of the employee’s service, both current and expected upon return from leave
- The employee’s performance, current discipline, and attendance record
Ratified 2019-2022 Collective Bargaining Agreement
Utilities Commission, City of New Smyrna Beach & Local 2088 IBEW

- The Company’s or the Department’s ability to cover the duties during the leave period
- The total length of the requested leave

Benefits
If Personal Leave of Absence is granted, the employee will be unpaid and without all benefits afforded to the employee during the period of the Leave of Absence, including Personal Leave Time accruals and payment of holidays.

With regard to health insurance benefits, the employee’s health coverage will continue through the end of the month the Personal Leave of Absence begins. At the start of the following month, in order to continue coverage, the employee will be responsible for their portion of premium payments. Failure to make the required payments each month will result in cancellation of coverage.

Life and disability coverage will cease while the employee is on an approved Personal Leave of Absence, in accordance with the provider contract.

At the beginning of the month following the employee’s return from a Personal Leave of Absence, all benefits, including insurance coverage will be reinstated.

Return to Work
At the end of the approved Personal Leave of Absence period, the U.C. will make every reasonable effort to return the employee to the same or an equivalent position, depending on the needs of the U.C. and so long as there is a vacancy at the time of the employee’s return.

If the employee is unable to return to work at the completion of the period, continued employment may not be guaranteed. If the employee’s initial leave period was less than the maximum allowable (180 days), the employee may request an extension of leave by submitting a written request to the Human Resources Department at least two weeks prior to the expected return date. The same criteria used to determine approval of the initial request will be reviewed to determine approval or denial of the request for extension. The request for extension should include the expected return to work date and the reason for the extension.

The employee requesting and subsequently taking an approved Personal Leave of Absence does so with the understanding that the U.C. cannot guarantee reinstatement at the end of the leave period in all cases.

Any employee who gives a false reason for leave or works for another employer during the approved leave will be subject to corrective action, up to and including termination.

Section 17.9. Voluntary Quit
Failure to report to work with no direct notification to the Department Supervisor for three (3) consecutive workdays shall be considered a voluntary quit.
ARTICLE XVIII

GROUP HEALTH AND RELATED BENEFITS

Section 18.1. Section 125 Cafeteria Plan

The Employer operates under a Section 125 Cafeteria Plan for benefits. Reference the Human Resources Manual, Section 6.2 for a description of Section 125 Rules, in accordance with IRS Code 125.

Section 18.2. Medical Insurance

Eligible employees may choose to participate in the Employer’s medical insurance plan. Election is voluntary; however, in the event less than 75% of employees elect to participate, the Employer may require all employees to participate in the Employer’s medical insurance plan.

**Premiums**

The Employer will contribute to the regular full-time employees’ medical insurance plan premiums at 100%. The Employer will contribute to the regular full-time employees’ dependents’ medical insurance plan premiums based on the following schedule:

<table>
<thead>
<tr>
<th>Tenure with the Employer</th>
<th>Premium Coverage</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 – 5 years</td>
<td>50%</td>
</tr>
<tr>
<td>6 – 15 years</td>
<td>65%</td>
</tr>
<tr>
<td>16 – 25 years</td>
<td>80%</td>
</tr>
<tr>
<td>25+ years</td>
<td>100%</td>
</tr>
</tbody>
</table>

Part-time employees will receive a reduced benefit. For regular part-time employees working at least 30 hours per week, the Employer will contribute 75% of the benefit for regular full-time employees. For regular part-time employees working at least 20 hours per week, the Employer will contribute 50% of the benefit for regular full-time employees.

The employee’s premium portion for dependent coverage, if applicable, is paid by the employee through payroll deduction and is eligible for pre-tax treatment under Section 125.

**Declining Coverage**

If the employee declines the Employer’s medical insurance plan, and can provide proof of outside medical coverage, the Employer will contribute $150 per month to the employee as an alternate health coverage allowance.

Part-time employees will receive a reduced benefit. For regular part-time employees working at least 30 hours per week, the Employer will contribute 75% of the benefit for regular full-time employees. For regular part-time employees working at least 20 hours per week, the Employer will contribute 50% of the benefit for regular full-time employees.

Proof of coverage will be required annually during the Employer’s open enrollment period.

This alternate health coverage allowance will be considered taxable income and subject to appropriate income taxes, as required by law.
Section 18.3. Group Life Insurance

The Employer provides all eligible employees with group life insurance coverage. This insurance includes basic life and Accidental Death and Dismemberment (AD&D) in the amount of one times (1x) the employee’s salary for each. Basic life and AD&D will be provided to eligible employees at no cost.

Employees have the option to purchase supplemental life insurance at one (1), two (2) or three (3) times their annual salary. Premiums for supplemental life are paid for in full by the employee through payroll deduction and are not eligible for pre-tax treatment under Section 125.

Section 18.4. Group Disability Insurance

The Employer provides all eligible employees with group short-term disability insurance at no cost to the employee. Eligible employees are those who have completed 180 calendar days of continuous employment.

Employees have the option to elect long term disability if they meet eligibility requirements outlined in the plan summary description. Premiums for long-term disability are paid in full by the employee through payroll deduction and are not eligible for pre-tax treatment under Section 125.

Employees are required to use PLT to supplement disability payments, not to exceed 100% of the normal pay.

Section 18.5. New and Amended Coverage

The Employer maintains the right to review the marketplace and ascertain the best suited plan for its employees as it determines the need. Furthermore, the Employer maintains the right to evaluate current plans and carriers, and assess the benefits offered by other carriers throughout the marketplace whenever it deems necessary. The Parties recognize that the Employer may find it necessary to seek new insurance coverage or to amend coverage in its existing group plan in order to contain costs. The Parties recognize and accept 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 Employer agrees to maintain high quality health coverage that is similar in as many respects as possible to one of the plans that existed during the period covered by the previous agreement.

Section 18.6. Continuation Coverage

Coverage shall be in compliance with the federal Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985, as amended.

Retiree Continuation Coverage

In the event an employee meets the definition of retirement, see below, and becomes a UC Retiree, the retiree will be provided the opportunity to remain on the Employer’s group health insurance plans until such time as he or she 1) becomes entitled to Medicare, or 2) becomes covered under another health plan separate from the Employer. When the retiree loses coverage, dependents that are on the retiree’s group health plan may be eligible for continuation coverage rights. Retirees will be required to cover premium payments at 100% of the cost.

Additionally, retirees will have the option to elect life insurance at a reduced benefit. Refer to the plan summary description for details.

In compliance with F.S. 112.0801, the employee is considered eligible for continuation of coverage as a retiree once he or she has 1) completed 30 years with the U.C., or 2) is age 59 ½ (or above) and is vested.
Employees interested in continuation coverage as a Retiree should consult the Human Resources Department for additional details and assistance.

**Coverage During Unpaid Leave**

In the case of FMLA leave, extended medical leave not covered by FMLA, or other approved leaves of absence, where the employee is no longer receiving compensation, the employee may continue coverage where permissible by the plan, but only if premium payments are continued within the determined timeframes. Premium payments are due the first of the month with a 30-day grace period. Non-payment of premiums will result in a lapse of coverage.

Employees on paid leave will have applicable premiums deducted from their pay, as usual.

**Section 18.7. Employee Assistance Program**

The Employer offers all employees and their dependents access to an Employee Assistance Program (EAP) at no cost. The EAP is designed to provide confidential assistance for all work and personal related challenges. Refer to the summary plan description for benefit details.

**Section 18.8. Workers’ Compensation**

All employees are entitled to Workers’ Compensation benefits paid by the Employer. This coverage is automatic and immediate and protects employees in the event of a work-related injury and/or illness. If an employee is unable to work due to a work-related injury or illness, Workers’ Compensation insurance pays his or her medical bills and provides a portion of his or her income until the employee can return to work. All claims are different and will be reviewed by the Employer’s contracted Workers’ Compensation insurance carrier on a case by case basis.

Employees who sustain a work-related injury or illness shall notify their Supervisor immediately regardless of when the injury/illness was sustained (i.e., during a call-out, on a night shift, etc.) and regardless of the severity (i.e., even if the employee does not wish to receive medical attention). Subsequent to notification, the employee will be required to meet with the Risk Manager to complete the incident report process.

Authorization must be obtained prior to receiving medical treatment. If an employee is not satisfied with the treatment received, the Risk Manager, with the employee, will coordinate the selection of another approved provider. In the event of an emergency, authorization is not required prior to receiving lifesaving treatment. The employee should be taken to the closest emergency room or an ambulance should be contacted immediately. Employees who circumvent the notification and authorization process, with the exception of a life threatening emergency, risk denial of coverage by the Workers’ Compensation carrier.

Employees on Workers’ Comp leave must remain in contact with the Risk Manager in regard to the progress of recovery and the anticipated return to work.

Employees have the option to use available personal leave time to supplement Workers’ Compensation payments, not to exceed 100% of normal pay.

**Impact on Employment**

Employees on Workers’ Comp Leave may be terminated consistent with applicable federal and state laws. An employee who is unable to return to full duty after reaching Maximum Medical Improvement (MMI) (with or without reasonable accommodation, as appropriate) 12 months from the date of injury may be subject to
termination. If the treating provider determines the employee is permanently disabled prior to the one year cap, the employee may be terminated at the time of determination. Under these circumstances, the following conditions must be met:

1. No other work within the employee's capabilities, with or without reasonable accommodation, as appropriate, is available at the time of termination.

2. An employee on restricted duty will continue to fall under the Maximum Medical Improvement (MMI) guidelines and must be able to return to full duty within one year from the date of injury. Based on the return to work date, the employee will be allowed at least 90 days at a restricted duty classification and then must be reevaluated by the treating provider. This will continue in 90-day increments until the employee has been on restricted duty for a full year, at which time the employee may be subject to termination.

**Restricted Duty**

When an employee is released to return to work with restrictions, the Department Supervisor and Department Director will determine, in conjunction with the Human Resources Manager, if the employee’s current position can be performed with or without a reasonable accommodation. If not, the employee will not be permitted to return to work. If there is another position in the Company for which the employee is qualified, the position is vacant, and the employee may perform the essential duties of the position with or without reasonable accommodation, the employee may be placed in that position until released to full duty, at the discretion of the Department Supervisor, Department Director, and Human Resources Manager. There are no positions existing as “restricted duty” assignments designated exclusively for members of the bargaining unit, nor is there any requirement on the part of the Employer to provide special restricted duty assignments outside of the law.

**Reemployment**

Any employee who is terminated due to the above circumstances may be reemployed in the position previously held, with previously earned seniority restored, if within 12 months from the date of termination the employee is released to return to full duty – with no restrictions – and if the former position is available. If the former position is not available, but another position in which the employee is qualified becomes available, the employee may be reemployed and placed in the open position.

Refusal to accept any reasonable offer of reemployment will invalidate the employee's reemployment opportunity.

Reemployment within the 12-month period shall not take precedence over the Job Posting and Bidding procedure. Currently employed individuals have first opportunity to bid and subsequently be selected (if qualified) before individuals eligible for reemployment. Should there be more than one employee eligible for reemployment under this Section, preference for reemployment will be based on qualifications as determined by the Employer.

**Workers’ Compensation Fraud**

Employees are required to comply with all rules and regulations associated with Workers’ Compensation. This includes the ability or inability to work while on Workers’ Comp Leave. An employee who violates Workers’ Comp instructions or rules or commits Workers’ Compensation fraud, may be subject to immediate termination and may be assessed other penalties allowable by law.
Section 18.9 Retirement Plan

Eligible* employees will be automatically enrolled in the Employer’s retirement plan.

*Eligibility is defined by the retirement plan.
ARTICLE XIX

SAFETY

Section 19.1. Safety

The Employer believes that the safety of employees is a matter of paramount importance and shall receive first consideration. No employee shall be allowed or required to take any undue risk in the performance of his/her 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 that were used in the course and scope of employment.

The Employer shall have the right to make regulations it deems necessary for the safety and health of the employees during working hours and to enforce all safety rules, regulations, and applicable laws, and to take appropriate disciplinary action when employees violate such.

Safety is a condition of continued employment for all employees. Working safely is an important aspect of the Employer’s assessment of employees’ work ethic. This assessment counts when determining employees’ opportunities for promotions and other position change requests. Persistent disregard toward safe workplace practices will lead to the employee’s progressive discipline and depending on the severity of the infraction may result in immediate termination.

Additionally, working safely is an important part of the employee’s daily work performance. Employees are expected to support safe work habits and to detect and report unsafe work practices whenever possible. Safety rules apply to all employees and taking shortcuts is not acceptable. Employees are expected to know and practice applicable safety rules and procedures relevant to their positions, as part of the performance process, and such is an evaluative factor during performance review.

The Union shall encourage the employees to comply with the Employer’s safety rules and regulations.

Section 19.2. Union-Management Joint Safety Committee

Representatives of the Union and the Employer will meet quarterly at predetermined dates and times to discuss safety regulations, to recommend improvements to the workplace safety program, and to help identify corrective measures needed to eliminate or control recognized safety hazards. Employees must discuss safety issues with their Department Supervisor prior to bringing them to the Safety Committee. Topics for discussion must be submitted to the Risk Manager/Safety Officer at least one week prior to the scheduled meeting.

The Safety Committee will discuss work-related incidents related to safety, reported or potential safety hazards, and unsafe acts or conditions. The Committee will develop recommendations for improvement to prevent incidents or reoccurrence of incidents. Recommendations will be presented to the Employer by the Risk Manager/Safety Officer. Adoption of new or altered safety methods or procedures will be communicated to employees by the Employer.

The Risk Manager/Safety Officer will chair the joint Union-Management Safety Committee. The Union will appoint 3 members and the Employer will appoint all other members. The Safety Committee as a whole, nor non-managerial employees therein, do not possess any authority to be involved in or to recommend discipline, nor shall they have the authority to enforce safety regulations, although they should continuously encourage compliance. Furthermore, the Safety Committee shall not possess the authority to create work rules governing
Section 19.3. Personal Protective Equipment

The Employer shall furnish Personal Protective Equipment (PPE), including safety glasses (including prescription), gloves, hard hats, rubber boots (e.g., 40KV overshoes), rain gear, respirators, seat belts, and any other equipment designated as safety equipment for the normal performance of the employee’s job. All employees shall adhere to PPE requirements and dress in the appropriate manner for their jobs while on duty.

Employees shall be responsible for the care and security of all items issued or furnished by the Employer.


Each department shall have departmental safety provisions related to their respective jobs. The Employer shall have the right to revise or add departmental safety provisions at any time it deems necessary to ensure continued safety compliance. Departmental safety provisions shall comply with all related laws.

Additionally, employees will be trained in the safe work methods necessary to accomplish the following provisions which apply to work with or near electrical hazards:

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 600V phase to phase will be worked by a qualified Lineman or a qualified Apprentice under the observance of a Lineman. In emergencies or critical situations, the Lineman may call for additional qualified assistance.

C. Line construction and maintenance work on live voltages from 600V to 23 kV will be worked by two (2) qualified Linemen (or a Lineman and a qualified Apprentice Lineman), or more with Groundman assistance as the work dictates. A Lineman designated as “troubleman” may work with the assistance of a qualified Groundman or alone, subject to the limitations in Section 19.4 F and G, below. In emergencies or critical situations, the employee 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. In inclement weather or at night, no employee shall work alone outdoors on or dangerously near energized conductors or parts of more than 600V between conductors. This shall not preclude a qualified employee, from working alone, from cutting trouble in the clear, routine switching (reference most recent APPA Safety Manual Section 507.1, paragraph d, for guidelines), replacing fuses or similar work if such work can be performed safely.

G. No employee will be required to perform climbing work on an energized pole unless the employee is a
Ratified 2019-2022 Collective Bargaining Agreement
Utilities Commission, City of New Smyrna Beach & Local 2088 IBEW

well-trained Apprentice Lineman, Lineman, or Line Crew Leader.

Section 19.5. Departmental Safety Trainings and Meetings

Employees shall attend departmental safety trainings which shall be held at least bi-monthly.

Employees shall attend departmental safety meetings which shall be held at least monthly.

Section 19.6. Tools and Equipment

The Employer 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).

“Truck tools,” are provided by the Employer such as hoists and bolt cutters. These tools must remain with the Employer’s vehicles when not in use and must be accounted for at all times. In the event a tool cannot be accounted for it should be reported to the supervisor immediately.

The employee is responsible for replacing any lost Employer-issued tools. The Employer will replace issued tools that are damaged due to normal work usage. The damaged tool must be presented at the time of the request for replacement.

Lineman Tools and Equipment

The Employer will purchase (up to a maximum of $1,400) for one (1) set of climbing boots and belt/hooks/lanyard and related accessories for employees in the Lineman position, one time during the life of employment of the employee.

The Employer will purchase (up to a maximum of $1,400) for one (1) set of climbing boots and belt/hooks/lanyard and related accessories for employees who successfully enter the Apprentice Lineman I position.

The Employer will replace equipment (climbing boots and belt/hooks/lanyard/related accessories) that has been deemed unsafe. This replacement requires that used equipment, which is not currently acceptable for work, be turned into the Department Head in exchange for the new equipment.

The employee must remain employed a minimum of one (1) full year in the Electric Department after receipt of the new or replaced equipment or shall be required to repay the entire cost, up to the maximum. In the event an employee in the Apprentice Program terminates employment prior to completion of the Program, the employee shall reimburse the Employer for the cost of the allowance, not to exceed the maximum.

Section 19.7. Hepatitis Shots

The Hepatitis B series of vaccinations shall be offered to each employee whose position places them at risk of occupational exposure to hepatitis or who has been determined to have an occupational exposure by the Risk Manager/Safety Officer in conjunction with the respective Department Head.

The vaccine shall be offered at no cost to the employee and shall be made available after the employee has received and reviewed information on the Hepatitis B vaccine. The employee may agree to the Hepatitis B vaccination or may decline by signing the appropriate 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.

Any employee involved in an exposure incident shall be provided post-exposure medical evaluation and follow-up care in accordance with Workers’ Compensation provisions.

Section 19.8. Inclement Weather

Certain employees may hold positions which require work continuance in inclement weather. The employee must use best judgment at all times while working in such weather. During inclement weather, the Department Supervisor will determine if weather conditions are safe for performance of duties and maintains the right to remove employees from any job site if deemed necessary. The employee is expected to report to the job site unless told otherwise by the Employer. If at any time the employee believes the weather is unsafe, he/she must advise the Supervisor immediately and move to safe cover (i.e., the Employer’s vehicle or nearby building). However, the employee should not leave the job site without proper approval unless it is an emergency situation (i.e., a visible tornado, etc.).

Section 19.9. Safety Manuals

The Employer has the right to refer to, use, adopt, and enforce safety guidelines and provisions from any applicable safety manuals, including, but not limited to the APPA (American Public Power Association) safety manual for an Electric Utility, the Employer’s own Safety Manual and/or Departmental Safety Manuals, the Employer’s Disaster Response Plan, and any other applicable manuals.

Section 19.10. Safety and Driving

Employees are expected at all times to follow all applicable state and federal laws while driving, as well as all Employer rules and guidelines with respect to driving either Employer vehicles or personal vehicles used in the course and scope of employment. This includes, but is not limited to, use of a seat belt at all times while the vehicle is in use, abstaining from texting, emailing, or other use of a cellular phone or electronic device while driving, following at a proper distance behind other vehicles, adhering to street signs and lights, as well as speed limits. Additionally, the employee must have on their person at all times a valid drivers’ license.

Employees shall participate in vehicle maintenance on vehicles driven by them by ensuring proper maintenance schedules are followed. Employees meet this requirement by scheduling or bringing the vehicle to Fleet Maintenance and will not be held responsible for late maintenance due to the Fleet Maintenance Department’s schedule. Employees are responsible for maintaining a clean vehicle at all times. Employees who have concerns regarding a safety issue with a vehicle must report it to their Supervisor immediately.

Employer vehicles are never to be used for personal use, except for previously approved and minimal travel while participating in standby.

Only employees may operate an Employer vehicle and only employees or other work-related individuals may be a passenger in an Employer vehicle.
ARTICLE XX

STANDARD UNIFORM AND PROFESSIONAL DRESS CODE

Section 20.1. Appropriate Attire

Employees are expected to report to work properly attired, and adhering to all Personal Protective Equipment guidelines and safety guidelines within this Agreement. Employees are expected to present a clean and professional appearance while conducting business, in or outside the office. Dressing in a fashion that is clearly unprofessional, that is deemed unsafe, or that negatively affects the Employer’s reputation or image is not acceptable. Employees whose positions require the issuance of uniforms per this Agreement are required to wear them at all times while in the course and scope of employment.

If an employee reports to work without being fully dressed in the proper uniform or safety clothing/equipment, or is unprofessionally dressed, he/she shall be required to clock out and may only return once properly clothed. Such time away from work will be unpaid and will be considered unscheduled leave, resulting in an occurrence. If an employee habitually reports to work improperly attired he/she will be subject to progressive discipline.

For employees working in the field, baseball caps may be worn, but only those that are issued by the Employer bearing the Employer’s logo. No other baseball caps may be worn.

Section 20.2. Issued Uniforms

The Employer agrees to provide all Operations and Field staff with uniforms as follows:

- UC Logo Button Shirts
- UC Logo Pocketed T-Shirts
- Pants or Shorts or Coveralls, as appropriate for the position, at the discretion of the Employer
- Jacket and Liner
- Fire Retardant clothing will be provided to employees who work in electric hazard positions, as determined by the Employer.

The Employer agrees to provide all Clerical staff with uniforms as follows:

- UC Logo Polo Style Shirts

The Employer agrees to provide all Facilities Maintenance staff with uniforms as follows:

- UC Logo Polo Style Shirts
- Pants
- Jacket and Liner

Uniforms and apparel featuring the Employer’s logo shall not be worn while engaged in outside employment or any outside non-company related activity at any time.

Section 20.3. Footwear

The Employer agrees to provide all Operations, Field, and Facilities Maintenance staff with footwear as
follows:

Work boots or tennis shoes, as appropriate for the position, at the discretion of the Employer. Boots/shoes will be provided once per year at a date and method determined by the Employer, up to a maximum of $175.

*Positions that require electrical hazard (EH) safety wear, must purchase boots/shoes that meet ASTM F2413-05 or applicable standards. Such positions are determined by the Employer.

If an employee requires a specialized shoe (e.g., customized arch support or width) and such footwear is not available through the Employer’s chosen method, the employee may (with pre-authorization) purchase the shoe elsewhere and receive reimbursement up to the appropriate maximum.

Section 20.4. Union T-Shirts
Union t-shirts may be worn on Fridays as long as it does not impede identification of the Employer, nor violate any safety regulations.
ARTICLE XXI

DISCIPLINE AND TERMINATION

The Employer 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 Employer 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 him or herself as fully capable and qualified to perform the work assigned within the respective classification held.

The Employer expects employees to govern their activities while at work to meet the high standards of conduct that is expected within their job classification. The Employer also expects employees to take personal pride in performing "an honest day’s work for an honest day’s pay." Employees are aware that the Employer maintains ethics standards which apply not only to work, but to personal conduct outside regularly scheduled work times.

The Employer has agreed to a progressive disciplinary process and will follow such process when employees create discord, fail to observe laws and employment policies, fail to observe accepted work and ethical standards, both on and off the job, or otherwise violate an Employer policy or exhibit behavior that is deemed inappropriate.

The Union understands that it is not possible to list here every type of behavior that could result in progressive discipline. Nothing in this Section shall be interpreted as an exclusive list of behaviors that results in progressive discipline. The Employer has the right to discipline for just cause and agrees that the discipline shall be appropriate for the infraction.

Section 21.1. Just Cause

The Employer shall have the right to discipline and terminate employees for just cause.

An employee who claims to have been improperly terminated may file a grievance at Step II within ten (10) working days after termination based on the provisions within the grievance procedure. The ten (10) working days does not include Saturdays, Sundays, or holidays as specified in this Agreement.

An employee who claims to have been improperly disciplined may file a grievance within fifteen (15) working days from receiving such discipline, exclusive of Saturdays, Sundays, and Employer designated holidays.

Failure to file a grievance within the specified period shall cause the employee to forfeit the right to file a grievance or to further claim that he/she has been improperly disciplined or terminated.

Section 21.2. Progressive Discipline

The Employer 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.

Disciplinary action will be addressed with the individual employee and will normally be taken in the following order:

1. Verbal Warning
2. Verbal Warning (documented)
3. Written Warning
4. Suspension without Pay
5. Termination

However, the above sequence need not be followed if an infraction is sufficiently serious.

The Union steward may be present at all steps of the progressive discipline process, if requested by the employee. The Union Business Manager will be notified of all suspensions and pending terminations immediately.

All verbal warnings shall be documented indicating the date the employee was warned and the reason for the verbal warning. Step One verbal warnings, although documented, will not be placed in the employee’s personnel file unless a Step Two is taken. At such time, the Step One documentation will be attached to the Step Two documentation to provide substantiation, and then will subsequently be placed in the personnel file.

All written warnings, suspensions, and termination notices shall be in written form and identify the reason for the action and shall be signed by the employee and the Union Steward as an acknowledgement of the action only. The employee shall receive the original notice and a copy shall be placed in the employee’s personnel file.

Section 21.3. Serious Violations

The Employer may terminate employees without prior warning due to a serious violation of Employer rules or actions or misconduct of a serious and severe nature. In addition, an employee may be terminated if convicted of, or pleads guilty to (including pleas of *nolo contendre*) a major felony, whether such felony occurs on or off the Employer’s 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.

Section 21.4. Record Clearance

a) All previous records of discipline will be considered clear for future progressive discipline, when no occurrence has repeated within a (12) twelve month period of the sited charged.

b) All previous records of severe discipline, clear and deliberate breaking of Federal and State driving regulations, theft, violence, or egregious violations will be considered clear for future progressive discipline, when no occurrence has repeated within a (24) twenty-four month period of the sited charge.

Under no circumstances may any form of written documentation within the employee’s personnel file be removed.
ARTICLE XXII

GRIEVANCES AND ARBITRATION

Section 22.1. 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.

All grievances shall first be taken up with the employee’s Department Supervisor in writing within fifteen (15) working days after the grievance is alleged to have occurred or the date the employee could reasonably have been first aware of the event.

Such grievance shall be submitted in writing and shall contain the following:

(a) A complete statement of the grievance and the facts upon which it is based;
(b) The section or sections of this Agreement claimed to have been violated;
(c) The remedy or correction requested

Step 1:
The first step meeting shall be held between the Department Supervisor and a representative of the Union either the Business Manager or the Steward within five (5) working days from the date the grievance is filed unless a new date is set by mutual agreement in writing. The Department Supervisor shall give his/her decision within five (5) working days. If the employee or the Union is not satisfied with the disposition of its grievance by the Department Supervisor, the union may then appeal the grievance to Step 2, within five (5) working days after the receipt of the Supervisor’s reply.

Step 2:
A meeting at Step 2 shall be held between the Department Head and a representative of the Union either the Business Manager or the Chief Steward within ten (10) working days after the grievance is moved to Step 2, unless a new date is set by mutual agreement in writing. The Department Head shall render his/her decision in writing within ten (10) working days after such meeting. If the employee or the Union disagrees with the decision of the Department Head, the union may then appeal the grievance to Step 3, within ten (10) working days after the receipt of the Department Head’s reply.

Step 3:
A meeting at Step 3 shall be held between the General Manager/CEO or his/her designee and the Union’s Business Manager or his/her designee within fifteen (15) working days after the grievance is moved to Step 3, unless a new date is set by mutual agreement in writing. The GM/CEO or his/her designee shall give a written response to the Business Manager or his/her designee within fifteen (15) working days after such meeting. An International Representative of the IBEW may be present at this step of the grievance procedure. The GM/CEO or his/her designee may bring a representative of their choice to the grievance procedure at this step as well. If the Union or the employee disagrees with the decision of the GM/CEO or his/her designee, the Business Manager may then submit the grievance to Arbitration within (30) working days after the receipt of the GM/CEO/designee’s reply.

Any mutually satisfactory disposition reached as a result of action in Steps 1, 2, and 3 above shall be final and binding upon the parties as to the matter in dispute, and the Employer, the Union, and the employee shall
Policy Grievance
A policy grievance is limited to non-disciplinary matters dealing with the application of the terms of this Agreement which affect a class of employees. Such grievances must be submitted within fifteen (15) working days after the grievance is alleged to have occurred. This process shall begin at Step 3.

Section 22.2. Arbitration

The Union shall notify the Employer in writing of the decision to submit a grievance to arbitration. Such notification shall be made within 30 working days after receipt of the Step III response.

The arbiter shall not have the power to add to, ignore, or modify any of the terms and conditions of this Agreement. The arbiter’s decision shall be final and binding upon the parties as to the matter in dispute.

The party requesting arbitration may apply to the Federal Mediation and Conciliation Service for a list of seven (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 arbiter remaining after each party has three (3) strikes shall be named the arbitrator for the grievance.

The parties shall share the expenses of the arbiter equally. Each party shall make arrangements for and pay the expenses of its respective witnesses. Persons employed by the Employer, who testify to the alleged grievance, will be excused by the Employer from their duties, but will not be paid by the Employer for the period of time required to present testimony or otherwise participate in the arbitration hearing. Additionally, should Union Stewards be required to miss work for preparation of arbitration, such time shall not be paid by the Employer.

Section 22.3. Time Limits

“Working days” or “Workdays” as used in this Article shall be defined as Monday through Friday, excluding designated holidays as specified in Article XVII, and shall exclude Saturday and Sunday. Time is of the essence.

Any extension of the time limits established by this article must be mutually agreed upon and signed by both parties in writing (email acceptable).

Section 22.4. Resolution Outside of Grievance Procedure

Nothing in this agreement shall be construed to prevent any public employee from presenting his or her grievances orally, if the bargaining agent has been given reasonable opportunity to be present at any meeting called for the resolution of such grievances.

Section 22.5. Sole Method of Resolving Grievances

The parties agree that the above stated grievance process shall constitute the sole method of resolving grievances arising under this Agreement. Violation of this Section will result in a waiver and abandonment of any and all rights to process the grievance using the provisions of this Article.
ARTICLE XXIII

DURATION AND TERMINATION

Except as hereinafter provided, this Agreement shall take effect as of July 1, 2019 and shall remain in full force and effect through June 30, 2022.

Either party may reopen for negotiation wages and one for the third year of this Agreement (July 1, 2021 - June 30, 2022). Either party desiring to reopen Appendix A must provide notice of intent to reopen in December 2020. 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.

Either party desiring to terminate, modify, or revise the Agreement upon its expiration date on June 30, 2022, must provide notice of intent in December of 2021. Negotiations hereunder shall be conducted by authorized representatives of the Union and the Employer at times and places mutually agreed to between the parties. Failure to give notice of termination in December 2021 will result in the Agreement automatically renewing itself for successive one year periods until the appropriate notice of termination is provided in December of a subsequent year.

SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives, this __________ day of __________.

FOR THE UNION, International Brotherhood of Electrical Workers, Local 2088.

Witness For the Union

FOR THE EMPLOYER, the Utilities Commission, City of New Smyrna Beach.

Witness For the Employer

APPROVED as to form and execution this __________ day of __________

By

Joseph G. Bunch
General Manager/CEO
### APPENDIX A – ANNUAL SALARY RANGE

*Effective October 1, 2019*

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**APPENDIX A – ANNUAL SALARY RANGE**

*Effective October 1, 2020*

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<td>Installation Tech II</td>
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<td>Generation Mechanic</td>
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<td>Sub/Relay Apprentice III</td>
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<td>Lead Fleet Mechanic</td>
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<td>Installation Crew Leader</td>
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<td>39.55</td>
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<tr>
<td>Lineman</td>
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<td>Substation/Relay Electrician</td>
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<td>Line Crew Leader</td>
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<td></td>
</tr>
<tr>
<td>Substation/Relay Crew Leader</td>
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</tr>
</tbody>
</table>
COMMERCIAL DRIVER DRUG-FREE WORKPLACE REQUIREMENTS

I. Purpose
In accordance with Department of Transportation (DOT), Federal Motor Carrier Safety Administration (FMCSA) regulations, §382.101, the Utilities Commission has established a drug-free workplace program designed to help prevent accidents and injuries resulting from the misuse of alcohol or use of controlled substances by drivers of commercial motor vehicles. This section applies to every employee who operates a commercial motor vehicle in the course and scope of employment.

II. Policy
All employees, including those subject to DOT regulations, shall also comply with the U.C.’s Drug-free Workplace Policy (reference Appendix D).

In addition, employees who perform safety-sensitive functions as defined by the Department of Transportation shall comply with Part 382, Controlled Substances and Alcohol Use and Testing, of the FMCSA safety regulations. This includes, but is not limited to the following:

§382.201
It is a violation to report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater.

§382.207
It is a violation to perform safety-sensitive functions within four hours after using alcohol.

§382.213
(a) It is a violation to report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any drug or substance identified Section IV.
(b) It is a violation to report for duty or remain on duty requiring the performance of safety-sensitive functions when the employee uses any non-Schedule I drug or substance identified in Section IV, except when the use is pursuant to the instructions of a licensed medical practitioner, who is familiar with the employee’s medical history and has advised the employee that the substance will not adversely affect his or her ability to safety operate a commercial motor vehicle.
(c) Employees are required to notify the U.C.’s DER of any therapeutic drug use. The U.C.’s DER is the HR/Benefits Manager. Reference reporting procedures in the U.C.’s Drug-free Workplace Policy.

III. Testing Requirements
The U.C. will perform drug and alcohol testing as required and in compliance with DOT regulations, Part 382:

§382.301 – Pre-employment
§382.303 – Post-accident
§382.305 – Random
§382.307 – Reasonable suspicion
§382.309 – Return-to-duty
§382.311 – Follow-up

IV. Types of Drugs Tested
Employees who are tested under DOT regulations will be subject to testing for all substances listed in 21 CFR 1308.11 Schedule I. This includes, but is not limited to the following:
Ratified 2019-2022 Collective Bargaining Agreement  
Utilities Commission, City of New Smyrna Beach & Local 2088 IBEW

<table>
<thead>
<tr>
<th>Alcohol</th>
<th>Booze, drink, beer, wine, liquor, medications containing ethyl alcohol (ethanol), i.e. Vick’s Nyquil, Comtrex, Listerine</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amphetamines</td>
<td>Obetrol, Biphetamine, Desoxyn, Dextedrine, Didrex, Ionamine, Fastine, speed</td>
</tr>
<tr>
<td>Cannabinoids</td>
<td>Marinol (Dronabinol, THC), marijuana, hashish, hash, hash oil, pot, joint, roach, spliff, grass, weed, reefer, hemp products, hemp oil</td>
</tr>
<tr>
<td>Cocaine</td>
<td>Cocaine HCI topical solution (Roxanne), coke, blow, nose candy, snow, flake, crack</td>
</tr>
<tr>
<td>Phencyclidine</td>
<td>Not legal by prescription; PCP angel dust, hogs</td>
</tr>
<tr>
<td>Methaqualone</td>
<td>Not legal by prescription</td>
</tr>
<tr>
<td>Opiates</td>
<td>Paregoric, Parepectolin, Donnagel PG, Morphine, Tylenol with Codeine, Emprin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guiatuss AC, Novahistine DH, Novahistine Expectorant, dilaudid (Hydromorphine), M-S Contin and Roxanol (morphine sulfate), Percodan, Vicodin, Tussi-organidin, etc.; opium, dover’s powder, paregoric, parepectolin, heroin, codeine, morphine, expanded opiate panel</td>
</tr>
<tr>
<td>Barbituates</td>
<td>Phenobarbitol, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Butisol, Mebral, Butabartinal, Butalbital, Phenrinin, Triad, etc.</td>
</tr>
<tr>
<td>Benzodiazepines</td>
<td>Ativan, Azene, Clonopin, dalmine, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Halcion, Paxipam, Restoril, Centrax</td>
</tr>
<tr>
<td>Methadone</td>
<td>Dolphine, Metadose, Ecstasy</td>
</tr>
<tr>
<td>Propoxyphene</td>
<td>Darvocet, Darvon N, Dolene, etc.</td>
</tr>
</tbody>
</table>

*Due to the large number of obscure brand names and constant marketing of new products, this list cannot and is not intended to be all-inclusive.

V. **Over-the-counter and Prescription Drugs which could alter or affect drug test results**  
Reference the U.C.’s Drug-free Workplace Policy.

VI. **Prescription and Non-Prescription Medications**  
Reference the U.C.’s Drug-free Workplace Policy.

VII. **Reporting Procedures**  
Reference the U.C.’s Drug-free Workplace Policy.

VIII. **Positive Test Results/Violation of Policy**  
Any employee, who is found to be in violation of this policy, including a confirmed positive drug test or is in possession of drugs or alcohol on Commission property, will be subject to immediate disciplinary action, which may include immediate discharge from employment. The employee shall be placed on administrative leave pending investigation.

In the case of a first time confirmed positive test, the employee will receive a referral for an evaluation from a Substance Abuse Professional (SAP) and must conform to the educational and/or treatment recommendations provided by the SAP. If the employee refuses to accept or fails to complete the recommendations/treatment plan, the employee shall be terminated immediately.

Refusal to test, including an adulterated or diluted specimen or disruption of the testing process, will result in immediate termination.
Additionally, per DOT regulations, §40.285, when an employee has violated DOT drug and alcohol regulations, that person cannot again perform any DOT safety-sensitive duties for any employer until and unless a SAP evaluation, referral, and education/treatment process is complete.

IX. Challenging Results
The employee who has received a positive test result will have the opportunity to speak with the Medical Review Officer (MRO). During the interview, the employee will have the opportunity to provide information and/or medical documentation that explains or supports why the specimen was positive, adulterated, or substituted. Based on the information provided, the MRO will verify the result by determining whether there is or is not a legitimate medical reason for the test result.

The MRO will attempt to reach the employee at a minimum of three attempts spaced reasonably over a 24-hour period. If the MRO is unable to reach the employee, the MRO will contact the DER. The DER will also attempt to contact the employee to have him or her contact the MRO. The employee will only have 72-hours to contact the MRO after speaking with the DER. If after reasonable efforts are made to contact the employee, the DER is unable to reach him or her, the employee will be placed on medical leave pending investigation.

If the employee does not contact the MRO or is unable to be reached after reasonable attempts by both the MRO and the DER, the test will be verified as positive and the discipline process will commence.

X. Confidentiality
In accordance with §382 Subpart D, all information, reviews, reports, statements, memoranda, and drug test results, written or otherwise, received or produced as a result of a drug-testing program are confidential except in accordance with §382.405.

XI. Voluntary Treatment
All employees are encouraged to seek help for alcohol and drug related problems. The U.C. provides benefits to employees and their families to aid in the rehabilitation of alcohol and drug problems.

Employees who voluntarily admit to alcohol misuse or controlled substances use and seek treatment and:

- The admission is not in an effort to avoid testing under this section;
- The admission is made prior to performing a safety sensitive function (i.e., prior to reporting to work); and
- The employee has not previously tested positive for drug use or previously entered an employee assistance program or alcohol and drug rehabilitation for drug-related problems

The U.C. will allow the employee sufficient opportunity to seek evaluation, education, and treatment. However, the employee will not be permitted to perform a safety sensitive function until he or she has successfully completed education or treatment requirements, as well as other requirements stated in this section.

The U.C. shall not take adverse action against an employee making a voluntary admission of alcohol misuse or controlled substances use provided that admission is within the guidelines stated above. The employee will be allowed to return to safety sensitive duties only upon successful completion of an educational or treatment program, as determined by a drug and alcohol abuse evaluation expert (i.e., substance abuse professional). Prior to return to safety sensitive duties, the employee shall submit to a return to duty test. The employee shall also be subject to monitoring and non-DOT follow-up testing for a period determined by the drug and alcohol abuse evaluation expert, generally one year.

Reference the U.C. Drug-free Workplace Policy for a listing of Assistance and Rehabilitation providers.
XII. Other Requirements

It is a violation of DOT regulations, §391.41, for any employee to operate a commercial motor vehicle unless he or she is medically certified as physically qualified to do so. In addition, the employee is required to carry on his or her person, at all times, the original or a copy of the medical examiner’s certificate, unless otherwise exempt under (a)(2) of §391.41.

During the physical examination by the U.C.’s Medical Review Officer, the employee shall be truthful at all times. If the employee falsely reports or withholds information that may have an impact on the employee’s ability to obtain or maintain a commercial driver’s license (CDL), and receives a medical examiner’s certificate under false pretenses, he or she will be subject to immediate termination.

The employee is expected to know and understand all requirements for persons holding a commercial driver’s license. Employees are encouraged to familiarize themselves with the FMCSA Safety Regulations of the U.S. Department of Transportation, Parts 40, 380, 382, 383, 387, 390-397, 399 Subchapter B, Chapter 3, Title 49 of the Code of Federal Regulations, as contained therein.
WORKPLACE VIOLENCE PREVENTION POLICIES

Workplace Violence Prevention
The Utilities Commission is committed to preventing workplace violence and to maintaining a safe work environment. The U.C. has adopted a zero tolerance policy when dealing with intimidation, harassment, or other threats of or actual violence that may occur on-site or off-site during work-related activities.

For purposes of this policy, the workplace may be any location either permanent or temporary where an employee performs any work-related activity. This includes, but is not limited to, the buildings and the surrounding perimeters, including the parking lots, field locations, customers’ homes, and traveling to and from work assignments.

This policy applies to all U.C. employees, regardless of status.

All employees, customers, vendors, and business associates must be treated with respect at all times. Employees are expected to refrain from conduct that may be harmful to others, including but not limited to fighting and “horseplay.”

Conduct that threatens or intimidates, or other acts of verbal or physical aggression or assault will not be tolerated. U.C. property/resources shall not be used to threaten, stalk, or harass anyone at the workplace or outside the workplace. Additionally, personal property or resources shall not be used to threaten, stalk, or harass anyone at the workplace or outside the workplace.

Failure to comply with this policy will result in corrective action, up to and including termination.

Employees are encouraged to bring their disputes to the attention of their supervisor, manager, director, or the HR Manager before the situation escalates. The U.C. will not discipline or retaliate against employees for raising such concerns, so long as there has not been a violation of this policy.

Reporting Procedure
Employees are encouraged to report any indirect or direct threats of violence, incidents of actual violence, and suspicious individuals or activities as soon as possible. The U.C. provides alternate avenues to report threats or claims of violence, so that the complainant may avoid the alleged abuser. Employees have the option to make known their complaint to either their department supervisor, manager, director, or the HR Manager. To protect the privacy of the persons involved, all complaints will be held as confidential information. Confidentiality will be maintained throughout the investigatory process to the extent possible and appropriate under the circumstances.

When reporting a threat or incident of violence, the employee should be as specific and detailed as possible. Employees should not place themselves in peril, nor should they attempt to intercede during an incident.

Additionally, employees should promptly inform the HR department of any protective or restraining order that they have obtained that lists the workplace as a protected area. Employees are encouraged to report safety concerns with regard to domestic violence. The U.C. is committed to supporting victims of domestic violence by providing referrals to the U.C.’s confidential Employee Assistance Program and community resources and providing time off for reasons related to domestic violence, in accordance with both the law and the U.C.’s leave policies.
Investigation Procedure:
Once a member of management has been informed of the threat or incidence of violence, the claim will be promptly and thoroughly investigated, in as confidential a manner as possible. The complainant will be kept informed as to the status of the investigation and its outcome as much as is permitted by law or legal strategy. Employees found to have engaged in misconduct constituting violence will receive appropriate corrective action, up to and including termination.

Nothing in this policy prevents the U.C. from placing the accused on administrative leave pending investigation.

Appeals Process:
If the complainant is dissatisfied with the outcome or resolution of his or her complaint, that individual has the right to appeal the decision to either the HR Manager or the General Manager/CEO, whichever is appropriate under the circumstances.

Retaliation:
The U.C., or any of its employees, shall not in any way retaliate against any individual who makes a report of violence. Any person found to have retaliated against another individual for reporting a threat or incidence of violence will be subject to appropriate corrective action, up to and including termination.

False Accusations:
If an investigation results in a finding that the complainant knowingly made a false complaint, the complainant will receive appropriate corrective action, up to and including termination.
APPENDIX “D”

FLORIDA DRUG FREE WORKPLACE ACT, UC POLICY AND PROCEDURES

1.0 Purpose
In a commitment to promote a healthy, safe, and productive workforce and to safeguard our employees and the working environment for employees, contractors, customers, and the like, the Utilities Commission has established a Drug-free Workplace Program. This policy is implemented pursuant to the Drug-free Workplace Program requirements under F.S. §440.102 and the rules of the Department of Labor and Employment Security, Division of Workers’ Compensation.

2.0 Scope
This policy applies to all employees and job applicants of the Utilities Commission, City of New Smyrna Beach (U.C.).

3.0 General Policy
The Utilities Commission strictly prohibits the illegal use, possession, sale, manufacture, or distribution of drugs, alcohol, or other controlled substances on its property. It is also a violation of UCNSB policy to report to work or to work under the influence of drugs or alcohol.

4.0 Policy Guidelines and Procedures

(a) General Definitions

“Job applicant” – a person who has applied for a mandatory-testing position with the U.C. and has been offered employment conditioned upon successfully passing a drug and alcohol test. This includes current U.C. employees who transfer to a mandatory-testing position.

“Mandatory-testing position” – for purposes of the U.C., a job assignment that requires the employee to work with heavy or dangerous machinery, to work as a safety inspector, a job that must be performed at dangerous heights, a job that requires the use of dangerous chemicals, a job that requires the regular use of a vehicle, or a job assignment in which a momentary lapse in judgment could result in injury or death to another person.

“Alcohol” – ethyl alcohol (ethanol). References to use of alcohol include use of a beverage, mixture, or preparation containing ethyl alcohol.

“Drug” – alcohol, including a distilled spirit, wine, a malt beverage, or an intoxicating liquor; an amphetamine; a cannabinoid; cocaine; phencyclidine (PCP); a hallucinogen; methaqualone; an opiate; a barbiturate; a benzodiazepine; a synthetic narcotic; a designer drug; or a metabolite of any of the substances listed in this paragraph.

“Drug test” or “test” – any chemical, biological, or physical instrumental analysis administered for the purpose of determining the presence or absence of a drug or its metabolites.

“Prescription” or “non-prescription medication” – a drug or medication obtained pursuant to a prescription or a medication that is authorized pursuant to federal or state law for general distribution and use without a prescription in the treatment of human diseases, ailments, or injuries.
“Specimen” – tissue, hair, or a product of the human body capable of revealing the presence of alcohol and/or drugs or their metabolites, as approved by the U.S. Department of Food and Drug Administration or the Agency for Health Care Administration.

“Drug rehabilitation program” – a service provider that provides confidential, timely, and expert identification, assessment, and resolution of employee drug abuse.

“Initial drug test” – a sensitive, rapid, and reliable procedure to identify negative and presumptive positive specimens, using an immunoassay procedure or an equivalent, or a more accurate scientifically accepted method approved by the U.S. Food and Drug Administration or the Agency for Health Care Administration as such more accurate technology becomes available in a cost-effective form.

“Confirmed drug test” – a second analytical procedure used to identify the presence of a specific drug or metabolite in a specimen, which test must be different in scientific principle from that of the initial test procedure and must be capable of providing requisite specificity, sensitivity, and quantitative accuracy.

“Medical review officer” or “MRO” – a licensed physician, employed or contracted with an employer, who has knowledge of substance abuse disorders, laboratory testing procedures, and chain of custody collection procedures; who verifies positive, confirmed test results, and who has the necessary medical training to interpret and evaluate an employee’s positive test result in relation to the employee’s medical history or any other relevant biomedical information.

(b) Types of Testing

In accordance with F.S. §440.102, employees and job applicants, after receiving a conditional job offer, will be required to submit to the following types of testing:

Pre-employment – job applicants, after receiving a conditional job offer

Reasonable suspicion – drug and/or alcohol testing based on a belief that an employee is using or has used drugs or alcohol in violation of this policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Among other things, such facts and inferences may be based upon:

1. Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug 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 test during his or her employment with the U.C.
5. Information that an employee has caused or contributed to an accident while at work.
6. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs or alcohol while working or while on U.C. premises, or while operating U.C. vehicles, machinery, or equipment.

Random Testing – applies to CDL drivers and mandatory-testing positions only. Random testing is
drug or alcohol tests conducted on employees who are selected through the use of a computer-generated random sample of the U.C.’s eligible employees. The current testing laboratory will generate the selected employee list; U.C. personnel are not involved in the random selection process. *Note: CDL drivers should refer to the U.C.’s Commercial Driver Drug-free Workplace Requirements.*

**Routine fitness-for-duty** – the U.C. will require an employee to submit to a drug and alcohol test if the test is conducted as part of a routinely scheduled employee fitness-for-duty medical examination that is part of the U.C.’s established policy or that is scheduled routinely for all members of an employment classification or group.

**Follow-up testing** – if the employee in the course of employment enters an alcohol and/or drug rehabilitation program, the U.C. will require the employee to submit to a drug and/or alcohol test as a follow-up to such program unless the employee voluntarily enters the program. In that case, the U.C. has the option not to require follow-up testing. If follow-up testing is required, it will be conducted on a quarterly, semiannual, or annual basis for up to two (2) years thereafter. The employee will not receive advance notice of the testing date(s).

(c) **Over-the-counter and prescription drugs which could alter or affect drug test results***

The following is a list of the most common medications by brand name or common name, as well as by chemical name, which may alter or affect a drug test. This list is provided by the Agency for Health Care Administration.

<table>
<thead>
<tr>
<th>Category</th>
<th>Medications</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alcohol</td>
<td>All liquid medications containing ethyl alcohol (ethanol). Please read the label for alcohol content. As an example, Vick’s Nyquil is 25% (50 proof) ethyl alcohol, Comtrex is 20% (40 proof), Contact Severe Cold Formula Night Strength is 25% (50 proof) and Listerine is 26.9% (54 proof)</td>
</tr>
<tr>
<td>Amphetamines</td>
<td>Obetrol, Biphetamine, Desoxyn, Dexedrine, Didrex, Ionamine, Fastine</td>
</tr>
<tr>
<td>Cannabinoids</td>
<td>Marinol (Dronabinol, THC)</td>
</tr>
<tr>
<td>Cocaine</td>
<td>Cocaine HCl topical solution (Roxanne)</td>
</tr>
<tr>
<td>Phencyclidine</td>
<td>Not legal by prescription</td>
</tr>
<tr>
<td>Methaqualone</td>
<td>Not legal by prescription</td>
</tr>
<tr>
<td>Opiates</td>
<td>Paregoric, Parepectolin, Donnagel PG, Morphine, Tylenol with Codeine, Emprin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guaifenesin AC, Novahistine DH, Novahistine Expectorant, dilaudid (Hydromorphone), M-S Contin and Roxanol (morphine sulfate), Percodan, Vicodin, Tussion-organidin, etc.</td>
</tr>
<tr>
<td>Barbituates</td>
<td>Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricit, Esgic, Butisol, Mebral, Butabarbital, Butalbital, Phenrinin, Triad, etc.</td>
</tr>
<tr>
<td>Benzodiazepines</td>
<td>Ativan, Azene, Clonopin, dalmine, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Vertrac, Halcion, Paxipam, Restoril, Centrax</td>
</tr>
<tr>
<td>Methadone</td>
<td>Dolphine, Metadose</td>
</tr>
<tr>
<td>Propoxyphene</td>
<td>Darvocet, Darvon N, Dolene, etc.</td>
</tr>
</tbody>
</table>
*Due to the large number of obscure brand names and constant marketing of new products, this list cannot and is not intended to be all-inclusive

(d) Drugs for which a test will be conducted

<table>
<thead>
<tr>
<th>Alcohol</th>
<th>Booze, drink, beer, wine, liquor, medications containing ethyl alcohol (ethanol), i.e. Vick’s Nyquil, Comtrex, Listerine</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amphetamines</td>
<td>Obetrol, Biphetamine, Desoxyn, Dextedrine, Didrex, Ionamine, Fastine, speed</td>
</tr>
<tr>
<td>Cannabinoids</td>
<td>Marinol (Dronabinol, THC), marijuana, hashish, hash, hash oil, pot, joint, roach, spliff, grass, weed, reefer, hemp products, hemp oil</td>
</tr>
<tr>
<td>Cocaine</td>
<td>Cocaine HCI topical solution (Roxanne), coke, blow, nose candy, snow, flake, crack</td>
</tr>
<tr>
<td>Phencyclidine</td>
<td>Not legal by prescription; PCP angel dust, hog</td>
</tr>
<tr>
<td>Methaqualone</td>
<td>Not legal by prescription</td>
</tr>
<tr>
<td>Opiates</td>
<td>Paregoric, Parepectolin, Donnagel PG, Morphine, Tylenol with Codeine, Emprin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guiatuss AC, Novahistine DH, Novahistine Expectorant, dilaudid (Hydromorphine), M-S Contin and Roxanol (morphine sulfate), Percodan, Vicodin, Tussi-organidin, etc.; opium, dover’s powder, paregoric, parepectolin, heroin, codeine, morphine, expanded opiate panel</td>
</tr>
<tr>
<td>Barbituates</td>
<td>Phenobarbitol, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Espic, Butisol, Mebral, Butabarbital, Butalbital, Phenrinin, Triad, etc.</td>
</tr>
<tr>
<td>Benzodiazepines</td>
<td>Ativan, Azene, Clonopin, dalmine, Diazepam, Librium, Xanom, Serax, Tranxene, Valium, Verstran, Halcion, Paxipam, Restoril, Centrax</td>
</tr>
<tr>
<td>Methadone</td>
<td>Dolphine, Metadose, Ecstasy</td>
</tr>
<tr>
<td>Propoxyphene</td>
<td>Darvocet, Darvon N, Dolene, etc.</td>
</tr>
</tbody>
</table>

(e) Prescription and Non-prescription Medications

Prescription and non-prescription (over-the-counter) drugs may also affect the safety of the employee, fellow employees, and members of the public. Therefore, any employee who is taking any prescription or non-prescription medication which might reasonably be determined to impair the employee’s safety, performance, or any motor functions must advise his or her supervisor before reporting to work under such medication. **Employees should only disclose the actual or possible side-effects of the medication and should not identify the medication(s) being used or the reason for its use. Supervisors are prohibited from inquiring as to the type of medication being used or the reason for its use.** The U.C. may change the employee’s job assignment during any period of time where a medical determination has been made that the employee’s use of a prescribed medication poses a direct threat to his or her safety or the safety of another employee or a member of the public. If there is not an available job reassignment, the employee may be granted leave, paid or unpaid (dependent upon available personal leave time), during the period of treatment.

No prescription drug shall be brought on U.C. premises by any person other than the person for whom the drug is prescribed by a licensed medical practitioner, and shall be used only in the manner, combination, and quantity prescribed. Employees must keep all prescribed medicine in its original...
container, which identifies the drug, date of prescription, and the prescribing doctor.

(f) Consumption of Hemp Products

The consumption of food and food products containing hemp (cannabis) may cause an employee to test positive. A test result that is positive as a result of an employee’s consumption of food or food products containing or made from hemp or hemp products will be reported as a positive test and subject the employee to discipline as described in this policy.

(g) Reporting Procedures

Employee and job applicants may confidentially report to the U.C.’s MRO the use of prescription or non-prescription medications both before and after being tested. Additionally, employees have the right to consult with the testing laboratory on technical information regarding prescription and non-prescription medications and their effect on a drug test result.

(h) Disciplinary Action

In the case of a job applicant, UCNSB will refuse to hire any applicant that fails a pre-hire drug screen or that refuses to submit to a pre-hire drug screening, in accordance with the UCNSB Drug-free Workplace Policy. Any UCNSB employee who is found to be in violation of this policy, including refusal to submit to a drug screen, a confirmed positive drug test, or is in possession of drugs or alcohol on U.C. property, will be subject to immediate disciplinary action, which may include immediate discharge from employment. The employee may be placed on administrative leave pending investigation.

In the case of a first time confirmed positive test the employee may be referred to the employee assistance program (EAP) for treatment and/or will be required to meet with a Substance Abuse Professional (SAP). An employee who fails to successfully complete EAP/SAP recommendations will be discharged.

An employee who holds a mandatory-testing position who is referred to the EAP and/or the SAP will be moved to a non-mandatory-testing position while participating in the program, if one is available. If such position is not available, the employee will be permitted to use available personal leave time. Once the employee’s personal leave time is exhausted, the employee will be placed on leave without pay until the employee is released to return to work.

An employee who is injured in the course and scope of employment and who refuses to submit to a drug test will not only be subject to the consequences listed above, but will also forfeit eligibility for workers’ compensation medical and indemnity benefits.

In accordance with F.S. §440.102, employees who are discharged or disciplined, or applicants who have received a refusal to hire in compliance with this section, shall be considered to have been discharged, disciplined, or refused to hire for cause.
(i) **Contestability**

Any employee or job applicant who receives a positive confirmed drug test result may contest or explain the result to the U.C.’s MRO within five (5) working days after written notification of the positive test result is received. If an employee or applicant’s explanation or challenge of the positive test result is deemed unsatisfactory by the MRO, the MRO will notify the U.C. The employee or applicant may submit information to the U.C. DER (designated employer representative) explaining or contesting the test results and why the results do not constitute a violation of the Company policy. If the employee or applicant’s explanation or challenge is unsatisfactory, the employee/applicant will receive written notification within fifteen (15) days after receipt of the explanation or challenge, explaining as to why the explanation is unsatisfactory. A copy of the drug test report may be requested and will be made available upon request.

Any employee or job applicant whose explanation or challenge was deemed unsatisfactory has the right to appeal by undertaking an administrative challenge by filing a claim for benefits with the judge of compensation pursuant to Chapter 440, Florida Statutes; or if no workplace injury has occurred, the person may challenge the test result in a court of competent jurisdiction.

The employee or job applicant has the responsibility of notifying the drug testing laboratory of any administrative or civil action brought pursuant to Chapter 440, Florida Statutes. The lab will maintain the specimen until the case or administrative appeal is settled.

**Contestability – Collective Bargaining Agreement**

The UCNSB is comprised of both bargaining unit and non-bargaining unit employees. Employees whose job position falls under the bargaining unit will be held to the standards reflected in the Collective Bargaining Agreement (CBA) and have the right to appeal to the Public Employees Relations Commission (PERC).

(j) **Confidentiality**

In accordance with F.S. §440.102, all information, interviews, reports, statements, memoranda, and drug test results, written or otherwise, received or produced as a result of a drug-testing program are confidential and exempt from the provisions of s. 119.07(1) and s. 24(a), Art. I of the State Constitution, and may not be used or received in evidence, obtained in discovery, or disclosed in any public or private proceedings, except in accordance with s. 440.102(8)(a).

(k) **Voluntary Notification**

All employees are encouraged to seek help for alcohol and drug related problems. The U.C. provides benefits to employees and their families to aid in the rehabilitation of alcohol and drug problems. Employees who voluntarily seek treatment for a drug-related problem will not be discharged, disciplined, or discriminated against solely on seeking treatment –considering they have not previously tested positive for drug use or previously entered an employee assistance program or alcohol and drug rehabilitation for drug-related problems.

An employee who holds a mandatory-testing position who enters an employee assistance program, either voluntarily or involuntarily, will be assigned to a position other than a mandatory-testing position,
if one is available. If there is no such position available, the employee will be placed on leave while participating in the program. The employee will be permitted to use any available personal leave time. Once personal leave time is exhausted, the employee will be placed on leave without pay until participation or treatment is complete and the employee is released to return to work.

(I) Assistance and Rehabilitation
The Utilities Commission offers its employees access to an employee assistance program. For the current plan year, the U.C.’s EAP provider is:

Standard Insurance Company
(888) 293-6948
www.eapbda.com; User Name: standard; Password: eap4u

Additionally, the following is a list of local alcohol and drug rehabilitation programs that are considered in-network with the U.C.’s current major medical provider.

Local Rehabilitation Programs

SMA Behavioral Health Services, Inc.
(800) 539-4228
702 S. Ridgewood Ave.
Daytona Beach, FL 32114

FHCP Center
(386) 676-7175
1340 N. Ridgewood Ave.
Holly Hill, FL 32117

National Hotline Numbers

Alcohol and Drug Referral Hotline 1-800-252-6465
Alcoholics Anonymous 1-800-344-2666
Narcotics Anonymous 1-818-780-3951
National Cocaine Hotline 1-800-262-2463
National Institute of Drug Abuses, Drug Information Treatment 1-800-662-4357

(m) Testing Facility, MRO, and DER

<table>
<thead>
<tr>
<th>Testing Facility:</th>
<th>Quest Diagnostics</th>
</tr>
</thead>
<tbody>
<tr>
<td>MRO:</td>
<td>Dr. Natalie Hartenbaum</td>
</tr>
<tr>
<td></td>
<td>FirstLab</td>
</tr>
<tr>
<td></td>
<td>100 Highpoint Dr. Ste 102</td>
</tr>
<tr>
<td></td>
<td>Chalfont, PA. 18914</td>
</tr>
<tr>
<td></td>
<td>Phone: (215) 396-5500</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Testing Facility:</th>
<th>EmployMed</th>
</tr>
</thead>
<tbody>
<tr>
<td>MRO:</td>
<td>Matthew Hoffman</td>
</tr>
<tr>
<td></td>
<td>1455 Dunn Ave</td>
</tr>
<tr>
<td></td>
<td>Daytona Beach, FL. 32114</td>
</tr>
</tbody>
</table>
Ratified 2019-2022 Collective Bargaining Agreement
Utilities Commission, City of New Smyrna Beach & Local 2088 IBEW
Phone: (386) 425-4038

UCNSB DER: Britney Pitcher, Director of Human Resources
P.O. Box 689
New Smyrna Beach, FL 32170

Phone: (386) 424-3056

(n) Additional Information

For additional information or assistance with this program, please contact the Human Resources/Benefits Manager.