

**AGREEMENT**  
**BETWEEN**  
**CITY OF HOMESTEAD, FLORIDA**  
**AND**  
**I.B.E.W.**  
**LOCAL UNION 359**  
**AFL-CIO**

October 1, ~~2018~~~~2016~~ – September 30,  
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## **PREAMBLE**

**THIS AGREEMENT**, entered into between the City of Homestead, hereinafter referred to as Employer and LOCAL 359 I.B.E.W., AFL-CIO, hereinafter referred to as the Union, representing employees in the bargaining unit, hereinafter referred to as the employee or employees.

### **WITNESSETH:**

**WHEREAS**, the Employer is engaged in furnishing essential public services which vitally affect the health, safety, comfort and general well-being of the public; and

**WHEREAS**, both parties hereto recognize the need for continuous and reliable service to the public; and

**WHEREAS**, both parties hereto agree that all will benefit by harmonious relations and by adjusting any differences through rational common sense and orderly methods; and

**WHEREAS**, the Employer and the Union agree that the basic intent of this agreement is to provide a fair day's work in return for a fair day's pay and to provide conditions of employment suitable to maintain a competent work force; and

**WHEREAS**, the Employer and the Union agree that all provisions of this agreement shall be applied to all employees covered by it, without regard to race, creed, national origin, or sex,

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

**ARTICLE 1**  
**PURPOSE AND INTENT**

- 1.1 The general purpose of this agreement is to set forth rates of pay, wages and conditions of employment and to provide a procedure for the adjustment of grievances so as to promote orderly and peaceful relations between the Employer, its employees and the Union.
  
- 1.2 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.
  
- 1.3 The use of any pronoun herein is intended to refer to both the masculine and feminine.
  
- 1.4 In computing any period of time prescribed or allowed by this agreement, the day of the event from which the designated period of time begins to run shall not be included. The last day of the designated period of time shall be included in the computation. However, if the last day of the designated period of time is a Saturday, Sunday or holiday listed in Article 16 of this agreement, then the period of time shall run until the next day that is not a Saturday, Sunday or holiday. All references to days in this agreement shall mean calendar days.

**ARTICLE 2**  
**RECOGNITION AND REPRESENTATION**

- 2.1 The Employer recognizes the right of its employees to organize to bargain collectively through representatives of their own choosing. Pursuant to these rights, a majority of employees did designate LOCAL 359 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO, as their exclusive bargaining agent in a secret ballot election conducted by the Florida Public Employees Relations Commission on January 6, 1977, and the Union was certified by the Florida PERC as the exclusive bargaining agent for all full-time and regular part-time employees of the Employer in the bargaining unit described in Certification No. 324, PERC Case 8H-RC-763-0069, dated June 1, 1976. Therefore, the Employer recognizes the Union as the exclusive bargaining agent for all full-time and regular part-time employees working in the classifications listed in Exhibit "A" attached hereto and made a part hereof.
- 2.2 It is understood and agreed that the President and a designated representative of I.B.E.W. Local Union 359 and the chairman and vice chairman of bargaining unit 359-2 will be the official spokespersons for the Union in any matters pertaining to this labor agreement.
- 2.3 Nothing in this agreement shall be construed to prevent any public employee from presenting at any time his or her own grievances in person, if the bargaining agent has been given reasonable opportunity to be present at any meeting called for the resolution of such grievances. The Employer and the employee shall notify the

Union of any such grievances. In order to insure that the Union is able to protect the integrity of this Agreement, no management employee at any level other than an employee's immediate supervisor shall meet with a bargaining unit employee to discuss or alter any disciplinary action that has been imposed on the employee without notifying the Union and giving the Union the opportunity to attend and participate in such meetings.

- 2.4 Seasonal employees are those employees hired to fill open seasonal positions for a limited time period only. Such seasonal employees are not entitled to any benefits provided for in this Agreement; however, they shall be allowed to apply for City job vacancies that are not filled through the job bid procedure. If a seasonal employee is hired contiguous with this seasonal assignment, said time will be added to the new employee's hire date for purposes of seniority affecting job bids and overtime assignment only. For purposes of sick and vacation leave accruals and for purposes of employee pension entitlement, the date utilized will be the actual date the seasonal employee became a full-time employee.



**ARTICLE 3**  
**MUTUAL RIGHTS AND RESPONSIBILITIES**

- 3.1 The Union recognizes and agrees that the Employer retains sole and exclusive rights to manage the affairs of the Employer in all respects and as to all matters in connection with the exercise of such rights. Nothing in this agreement shall be construed as delegating to another the authority conferred by law on any member or official of the Employer, or to in any way abridge or reduce such authority.
- 3.2 The Employer recognizes the Union's right to grieve in accordance with the procedure provided in this agreement, if action taken by the Employer may reasonably and sensibly be claimed to be contrary to a specific limitation which is clearly expressed in this agreement.
- 3.3 It is expressly understood and agreed that the services to be performed by the employees covered by this agreement pertain to, and are essential to, the operations of a public municipality and to the welfare of the public dependent thereon. In consideration thereof, and the agreement and conditions herein, the Union and its members agree that there shall be no interruption of these services for any cause whatsoever nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from work, stop work, or abstain in whole or in part, from the full, faithful and proper performance of the duties pertaining to the positions held by them with the Employer, in accordance with the terms of this agreement, nor shall the Union support, assist and/or defend such actions in any

manner whatsoever.

- 3.4 The parties mutually agree that an employee covered by this agreement shall proceed in a prompt manner to carry out an order or instruction given him by a supervisor, unless his so doing would jeopardize the health or safety of himself or others.
- 3.5 The Employer agrees to furnish and post in a conspicuous place bulletin boards for the sole purpose of officially signed Union material. Material that is derogatory of the Employer will not be posted.
- 3.6 There shall be a labor management committee comprised of not more than two (2) members designated in writing by the Union, and not more than two (2) members designated in writing by the Employer. The Union membership shall consist of employees within the bargaining unit. The Employer membership shall consist of employees not within the bargaining unit. The Employer membership shall consist of the City Manager or his designee, and one other employee not within the bargaining unit, selected by the City Manager.
- 3.7 The labor management committee shall meet periodically to discuss: (a) improvements in systems, procedures and equipment; (b) ideas for improvement of methods of personnel training, development, selection and promotion; (c) problems and objectives of mutual concern, including those related to employee relations and administration of this agreement; and (d) other matters of mutual

concern.

3.8 The committee shall not discuss grievances or matters which have been, are, or should be the subject of collective bargaining between the parties.

3.9 It is understood that employees other than members of the committee may attend labor management committee meetings with the approval of the City Manager or his designee.

**ARTICLE 4**  
**UNION SECURITY AND CHECK-OFF**

- 4.1 The Employer will provide the Union with a diskette of the Agreement suitable for printing, and an additional five (5) original signed copies. Both sides agree to share the cost of reproducing copies for all employees covered by this Agreement.
- 4.2 Any and all employees who are eligible for inclusion in the bargaining unit shall have the right to join or not to join the Union as they individually prefer. There shall be no discrimination for or against any employee because of membership in said organization, and no employee shall be discriminated against for non-membership in the Union. Neither the Union nor any employee shall attempt to intimidate or coerce any employee into joining or continuing in said organization, or interfere with him in any way because of failure or refusal on his part to join said organization. The Employer agrees not to discriminate for or against the Union, its officers, or its members (for membership therein, or for any service they may perform because of such membership or office) provided such performance is not detrimental to the mutual interest of the Employer and its employees.
- 4.3 Upon receipt of a stipulated, lawfully executed, written authorization from an employee, the Employer agrees to deduct the regular dues of the Union from such employee's pay and remit such deduction to the Union within thirty (30) days from the date of deduction. The Union will notify the Employer in writing thirty (30) days prior to any change in the regular dues structure. It is understood that any

employee may revoke in writing at any time his authorization for dues deduction. Dues revocation will be processed through the Union, but in the event of direct revocation, the Union will be notified as soon as practicable. An annual lump sum of two hundred dollars (\$200.00) will be assessed against the Union for this service.

4.4 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 monthly regular union dues as certified by the Financial Secretary of I.B.E.W. LOCAL 359-2. I understand that these deductions are not deductible as charitable contributions for federal income tax purposes.

In the event that my wages in any pay period do not total enough to deduct both my regular union dues and my deductions for the credit union, you are authorized and directed to deduct my regular union dues from my wages before deductions are made for voluntary contributions to a credit union savings plan. However, deductions for regular union dues shall not take priority over deductions made for loans and other obligations that are due to the credit union.

The sums deducted shall be remitted by you to the Financial Secretary of I.B.E.W. Local Union 359, 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 Employer with a copy to the Union.

SIGNATURE: \_\_\_\_\_

DEPARTMENT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 4.5 The Union will indemnify, defend, and hold the Employer harmless against any claim made and against any suit instituted against the Employer by members of the Union on account of any check-off of dues.
- 4.6 The Union shall be provided with sixty (60) days written notice before any bargaining unit work performed by its members is transferred or subcontracted to a private or other governmental entity. The City agrees that if the City transfers control or ownership of the City's electric utility plant to a private or other governmental entity by consolidation, merger or otherwise, then this Agreement shall be binding upon the successor or assignee of the City for the remainder of the Agreement.
- 4.7 The City agrees to deduct monthly I.B.E.W. Local 359-2 ELECTRO PAC dues upon receipt of a voluntary written and signed authorization from the employee.

**ARTICLE 5**  
**MANAGEMENT**  
**RIGHTS**

- 5.1 The Union recognizes that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and business and direction of its work force which the Employer has not specifically abridged, deleted, delegated, granted or modified by the terms of this agreement are, and shall remain, exclusively those of the Employer. Unless it is provided specifically to the contrary, nothing in this agreement shall be deemed as a guarantee or obligation to continue any operation, or portion thereof, performed by employees in the bargaining unit, nor shall this agreement guarantee employment to any employee.
- 5.2 In accordance with the foregoing clause, the Employer retains the exclusive right and responsibility, except as specifically set forth otherwise in this agreement, to:
- (a) Determine unilaterally the purpose of each of its constituent agencies;
  - (b) Set standards of services to be offered to the public;
  - (c) Make and enforce work standards and the quality and quantity of work to be produced, except as specifically set forth otherwise in this agreement;
  - (d) Exercise control and discretion over its organization and operation and make any and all reasonable rules and regulations, except as specifically set forth otherwise in this agreement;

- (e) Determine the qualifications for employees and the content of job classifications, except as specifically set forth otherwise in this agreement;
- (f) Determine the work assignments of its employees;
- (g) Determine the type of equipment and the sequence of work processes;
- (h) Change or eliminate existing methods, materials, equipment, or work facilities;
- (i) Establish, expand, transfer, subcontract work and/or consolidate work and facilities, except as specifically set forth otherwise in this agreement;
- (j) Direct its employees, except as specifically set forth otherwise in this agreement;
- (k) Schedule the working hours and determine the starting and quitting time and the reasonable number of hours to be worked by its employees, except as specifically set forth otherwise in this agreement;
- (l) Hire, promote, demote, transfer, layoff, and recall employees, except as specifically set forth otherwise in this agreement;
- (m) Require employees to give urine specimens in accordance with applicable law for the purpose of determining the presence of controlled substances, non-prescribed drugs, or other illegal substances;
- (n) Require employees to give blood or breath specimens in accordance with applicable law for the purpose of determining the presence of alcohol; and
- (o) Take disciplinary action for proper cause.



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

**ARTICLE 6**  
**UNION REPRESENTATION**

- 6.1 The Employer agrees to recognize duly appointed Union Executive Board Members (one per each area title) and Union stewards, not to exceed the number in Table I, for the purpose of reviewing (with area supervisors) grievances, as defined in Article 7, that may arise during the term of the agreement. Stewards must be selected from the group of employees who work in the area they are selected for. If a steward transfers out of their assigned area, they can no longer act as a steward for the area they worked prior to the transfer.
- 6.2 Two (2) members of the Union shall be granted time off without loss of pay to attend negotiating sessions, mutually set, to renegotiate the agreement. The Employer will, upon request and consistent with operational needs, attempt to reschedule the work shifts of both members to accommodate attendance at the negotiating sessions. It shall be the mutual responsibility of the parties to keep City working time loss to a minimum. Both such members shall respond to emergencies which may occur during the negotiating session.
- 6.3 The Employer agrees to recognize a grievance committee for the purpose of representing the Union in the processing of grievances. The grievance committee may consist of up to three (3) participants, of who not more than two (2) will be employees in the bargaining unit, at the sole discretion of the Union.

- 6.4 The Union agrees it will advise the Employer in writing of the names of its elected Local Union officers, its duly appointed stewards, and its authorized business agent(s). If the Union fails to so advise the Employer, the Employer is not required to recognize the authority of such representatives. **The Union must submit this list to the Human Resources Department within 2 months of each election and subsequently each time there is a change in representatives.**
- 6.5 Both the Union Steward and the designated Executive Board Member will each be allowed up to one (1) hour with pay to discuss a grievance with the supervisor during working hours, with authorization from the City Manager or his designee.
- 6.6 The grievance committee will be allowed up to one (1) hour with pay to meet during working hours with the City Manager or his designee relative to a grievance, if said grievance reaches Step III.
- 6.7 Upon reasonable written notice by the Local Union Secretary to the City Manager, the Employer agrees to allow brief absences without pay to any employee whose services are required for Union work. However, permission will not be granted if:
- (1) absence of said employee would jeopardize Employer's operations;
  - (2) absence of said employee would result in overtime;
  - (3) absence of said employee would result in the total time off for Union work by all employees in the bargaining unit being more than an aggregate of fifteen (15) days per year. Provided, however, the Chairman, Sub-Local 359-2 shall have time off without pay as necessary for union business, subject to the approval of the City Manager or his designee.

Time off for labor negotiations and for any employee as the aggrieved or witness in arbitration will not be limited by the maximum aggregate described in (3) above.

6.8 The Employer agrees that the Union's non-employee authorized representatives shall be permitted at reasonable times to go on City premises for the transaction of Union business, after first obtaining permission from the Employer.

6.9 Employees who perform Union work shall not receive any less consideration for any type of employee benefit, promotion, raise, or any other established right because of the time expended on Union work.

**TABLE I**  
**NUMBER OF UNION STEWARDS**

<b>AREA TITLE</b>	<b>SECTIONS COVERED</b>	<b>NUMBER OF STEWARDS<sup>1</sup></b>	<b>EXECUTIVE BOARD MEMBER</b>
CLERICAL AND ADMIN	CITY HALL CUSTOMER SERVICE POLICE	3	1
ELECTRICAL UTILITIES	TRANSMISSION DISTRIBUTION SYSTEMS OPERATIONS ENGINEERING SYSTEM PROTECTION & CONTROL POWER PLANT ADMINISTRATION	4	1
PUBLIC WORKS	SOLID WASTE/PURCHASING WATER WASTEWATER	4	1
PARKS, RECREATION AND MAINTENANCE SERVICES	PARKS & RECREATION FIELD OPERATIONS FLEET MAINTENANCE STREETS STORMWATER	4	1

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<sup>1</sup> The parties agree that there will be no more than two (2) stewards per any one Section.

**ARTICLE 7**  
**GRIEVANCE PROCEDURE**

7.1 In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, there shall be a procedure for the resolution of grievances.

7.2 A grievance shall be defined as any dispute involving the interpretation or application of this Agreement.

7.3 Grievances shall be processed in accordance with the following steps:

Step I: (a) The aggrieved employee, or the Union, shall submit the grievance in writing, using the cover sheet attached as Exhibit "C" and the form attached as Exhibit "B," to the employee's most immediate supervisor, who is not included within the bargaining unit as certified by PERC, within twenty (20) days of the occurrence which gave rise to the grievance, or within twenty (20) days of the date of official Employer action affecting such occurrence.

(b) The supervisor shall have up to ten (10) days after receipt of the written grievance to meet with the aggrieved employee and respond to the grievance. The supervisor's response shall be provided to both the Employer and the Union.

Step II: If the response to the grievance at Step I is not satisfactory, the

Union may, within ten (10) days after receiving the supervisor's response, submit the grievance to the department head. The department head shall respond to the grievance in writing within ten (10) days after receiving it.

- Step III:
- (a) If the department head's response is not satisfactory, the Union may within ten (10) days after receiving the department head's response submit the grievance to the City Manager.
  - (b) The City Manager or his designee shall meet with the employee and the Union's representative within ten (10) days after receiving the grievance. The City Manager or his designee shall respond to the grievance in writing within ten (10) days following such meeting, unless extended by mutual agreement.
  - (c) If the grievance is economic in nature, and requires City Council approval, the City Manager shall be allowed an additional fifteen (15) days to respond to the grievance.
  - (d) If the grievance involves an employee suspension, demotion or termination, it will be heard by the City Manager, Deputy City Manager or Assistant City Manager.

Step IV: If the City Manager's response is not satisfactory, the Union may process the grievance to arbitration in accordance with this article.

7.4 Grievance processing shall be governed by the following rules:

- (a) Failure to submit a grievance within the specified time period shall result in the abandonment of the right to submit the grievance. Provided, however, the time period shall be tolled (i.e., suspended or stopped temporarily) for any employee while on active military duty or other authorized leave with pay.
- (b) If management fails to respond to a grievance within any of the time periods provided herein, it will be presumed that management's response is in opposition to the grievant's request. The grievant may, under those circumstances move to the next step in the grievance procedure.
- (c) When a grievance is general in nature (in that it applies to a number of employees having the same issue to be decided), it shall be presented and signed by the aggrieved employee(s) or by the Union representative, listing all grieving employees.
- (d) Copies of all grievances filed by employees shall be given by the Employer to the local Union chairman.
- (e) The local Union chairman or his designee shall be given reasonable opportunity to be present and participate in any meeting called for the resolution of grievances.
- (f) The Union, the aggrieved employee, and the Employer shall, upon request, provide to each other all available information and pre-arbitration discovery pertinent to the grievance.



7.5 Arbitration:

- (a) If a grievance, as defined in this article, has not been satisfactorily resolved within the steps provided in this article, the Union may request arbitration in writing, received by the City Manager no later than twenty (20) days after the City Manager's response to Step III is due, unless extended by mutual agreement.
- (b) The parties to this Agreement will attempt to mutually agree on an impartial arbitrator. However, if this cannot be done within seven (7) days after the City Manager has received the request for arbitration, the Local Union President and the City Manager shall submit a joint written request to the Director of the Federal Mediation and Conciliation Service (FMCS) for a flat list of five (5) professional arbitrators.
- (c) Upon receipt of the FMCS list, the City Manager or his designee and the Local Union President or his designee shall within ten (10) days, and beginning with the Union, each alternately strike, one at a time, two names from the list. The person whose name remains on the list shall be the arbitrator. The parties shall jointly notify the arbitrator.
- (d) Either party may object to all names on the list, provided the objection is made prior to the commencement of the striking process. If this happens, a joint request will be made to the Director of FMCS for another list.

- 7.6 The arbitration shall be conducted under the following rules:
- (a) The arbitrator shall have the jurisdiction and authority to decide a grievance properly before him.
  - (b) The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part hereof or any amendment hereto.
  - (c) The arbitrator may not issue declaratory or advisory opinions, and shall confine himself exclusively to the question which is presented to him.
- 7.7 The arbitrator shall issue his award within thirty (30) days after the close of the hearing, and shall furnish copies to both parties. The arbitrator's award shall be final and binding upon the parties.
- 7.8 Each party shall bear the expense of its own witnesses and its own representatives. The parties shall bear equally the expense of the arbitrator. Any party requesting a transcript of the arbitration hearing shall bear the cost of the transcript.

**ARTICLE 8**  
**SENIORITY / PROMOTIONS**

- 8.1 (a) Seniority means the rights and time under the terms of this agreement accrued by the employee by continuous full-time employment with the Employer, excluding temporary, emergency, provisional, seasonal and part-time regular employees.
- (b) Employees shall accrue seniority on the basis of total time (as indicated above) with the Employer for the purpose of:
- (1) Vacation.
  - (2) Sick leave.
  - (3) Longevity.
  - (4) Promotions.
- (c) Employees shall be in probationary status for the first 180 days following their employment. However, this period shall be tolled and extended during any time period that the employee is not at work performing his/her regular, normal duties for more than seven (7) consecutive calendar days (e.g., sick leave, light duty, workers' compensation, administrative leave, etc.). On the first of the month, following two (2) months of continuous employment, employees shall be eligible for health and life insurance benefits. Probationary employees shall accrue no seniority until they become regular full-time employees, whereupon their seniority will date from the first date of employment. Probationary employees may bid on posted competitive positions. If the probationary employee is appointed to another position

through transfer, promotion or demotion, then the probationary employee shall be required to complete a new probationary period of 180 days which shall begin on the effective date of the new appointment.

- (d) Part-time regular employees shall accrue no seniority until they become regular full-time employees.

8.2 The conditions under which an employee shall lose seniority are:

- (a) Voluntary resignation.
- (b) Discharge.
- (c) Layoff for a period of more than twenty-four (24) months.
- (d) Retirement.

Settlements as a consequence of arbitration or mutual agreement between the Union and the Employer may also result in reduction or elimination of seniority for a given employee. These settlements shall be without precedential value.

8.3 The Employer shall furnish the Union with an electronic copy of the seniority roster for employees in positions in Exhibit "A". The roster will show for each employee: name, present classification, and date of last employment. These copies will be furnished within sixty (60) days after ratification of this agreement by both parties. Updated seniority rosters will be furnished to the Union annually from the date of the initial list.

8.4 When employees are competing for a promotional vacancy, the employee's seniority and qualifications shall be considered. If qualifications, as defined in paragraph 8.5, are equal among competing employees, seniority shall be the basis of selection.

8.5 For purposes of this article, qualifications shall be the deciding factor and will be defined as the employee's ability to perform the job efficiently and effectively as set forth in the "Position Description" for the classification.

Upon notice that an employee has not been awarded the position, employees may make a written request to the hiring Department Head within ten (10) days requesting why they were not selected for the job. Within ten (10) days following receipt of the request, the Department Head shall provide the employee with the reason(s) why they were not awarded the job, and what area(s) of improvement or training they need in order to prepare themselves for the next job opportunity.

8.6 Any promotion will be to step 1 of the new position, except when step 1 of the new classification is equal to or lower than the employee's pay grade and step prior to the change, in which case, the employee will be placed in step 2. If step 2 is equal to or lower than the employee's pay grade and step prior to the change, and the employee has been with the City for 10 years or more, the employee will be placed in step 3.

8.7 An employee filling a promotional vacancy, or who bids down and is awarded the position bid, or who receives an automatic promotion pursuant to Article 2 of this contract, shall be on trial for a period of not more than six (6) months. However, this period shall be tolled and extended during any time period that the employee is not at work performing his/her regular, normal duties for more than seven (7) consecutive calendar days (e.g., sick leave, light duty, workers' compensation, administrative leave, etc.). If the Employer determines during that trial period that the employee cannot satisfactorily perform the duties of the position, the Employer will return said employee to his former status. In the event of successful completion of the six (6) month trial period, the employee will advance to step two (2) in the grade to which he has been promoted, if he is not already at step two (2).

However, if an Employee has been with the City for ten (10) years or more, they will advance to Step three (3) upon successful completion of the six (6) month trial period. Employees, who are in the Apprentice Program and have been with the City for ten (10) years or more, will start at step two (2) and will automatically advance to step three (3) six (6) months later.

8.8 Employees who bid on, and are awarded, the position of Police Dispatcher Trainee, will have a 6-month training period, which shall begin on the effective date of the new appointment. Employees that successfully complete the training period will be automatically placed in a Police Dispatcher I position. Once in the Police Dispatcher I position, the employee must complete the standard six (6) month probationary period, which is a solely merit-based evaluation, as per Section 8.1 (c), above. Any employee who does not complete the six (6) month probation for

Police Dispatcher I (whether they were hired internally or externally) will not be allowed to return to the Police Dispatcher Trainee position; however, they will be afforded a one-week period wherein they may bid on any open position within the City for which they qualify. After one week, their employment will be terminated if they fail to move into an open position.

8.88.9 In the filling of vacancies after lay-off, laid-off employees will be rehired to fill these vacancies in order of seniority.

**ARTICLE 9**  
**JOB POSTING AND BIDDING**

- 9.1 All vacancies that the Employer elects to fill in the job classifications listed in Exhibit "A", and new or additional jobs in the bargaining unit, shall be filled through the job posting and bidding procedure. If, after posting, the Employer decides not to fill the job, the notice shall be marked "canceled".
- 9.2 (a) Notice of such vacancies, including new or additional jobs, shall first be posted internally on bulletin boards in the bargaining unit work locations as soon as practicable after it is known that a vacancy exists, or upon the determination that a new or additional job will be filled. Copies of all postings referred to in this paragraph shall be furnished to the Union at the time of posting.
- (b) Such job notices shall identify the job by classification, title, department, and the date on which the job is to be filled, and shall remain posted for a period of seven (7) calendar days for employees to bid on.
- 9.3 Posted jobs shall be awarded as outlined in Articles 8 and 9. However, if the job cannot be filled internally as provided by paragraph 9.2, then the Employer shall have the right to fill the job from any available source; provided, however, any person filling the job must meet the same qualifications used to judge employees.



- 9.4 Whenever possible, the successful bidder will be awarded the job and unsuccessful bidders will be notified within ten (10) days from the end of the posting period. The successful bidder shall be placed in the job as soon as it becomes available and the Employer has filled the vacancy resulting from the selection of the employee who will fill the posted job, or within forty-five (45) days from the date the job is awarded, whichever occurs first.
- 9.5 The Employer shall prepare a form to be used by employees for the purpose of bidding on posted jobs. Employees covered by this Agreement who wish to bid on a posted job listing must apply in writing to the department supervisor during the seven (7) day posting period set forth in paragraph 9.2 above. Employees that fail to apply during the seven (7) day posting period set forth in paragraph 9.2 shall not receive preferential or priority status over qualified outside candidates. Any employee who is on annual leave or who is on military active duty for training during the posting period, and who has sufficient seniority will be considered to have submitted a bid for the posted job, and may file a protest in writing within five (5) days after his originally scheduled return from annual leave or military active duty for training.
- 9.6 The Union shall be notified of all jobs awarded which are within the bargaining unit. The Employer shall provide all promoted or newly hired employees with a personnel package which shall contain a memorandum which informs the employee that the position is a bargaining unit position covered by a collective bargaining agreement between the Employer and the Union. The memorandum shall also identify the local Union representative.

**ARTICLE 10**  
**LAY-OFFS AND WORK FORCE ADJUSTMENTS**

- 10.1 The City agrees that it will not layoff any bargaining unit employees during the period between the ratification date of this Agreement and September 30, 2014. In case of a lay-off due to lack of work, or a work force adjustment due to a decrease in the work force that is effective after September 30, 2013, the Union and the affected employees shall be notified in writing not less than ten (10) working days prior to the effective date of such lay-off or work force adjustment. In lieu of notice, the Employer may elect to pay ten (10) days salary.
- 10.2 Only bargaining unit employees or employees in a probationary status in non-bargaining unit positions who occupied bargaining unit positions and were promoted out of the bargaining unit within six months prior to the lay-off, shall have the right, in accordance with their seniority, to transfer to a lateral job classification or downgrade (commonly known as "bumping") or to take the lay-off.
- 10.3 (a) Affected employees shall have five (5) calendar days, from the date they are notified by the Employer of their lay-off, to notify the Employer of their desire to bump or take the lay-off.
- (b) If the employee chooses to bump, the employee shall within the said five (5) calendar days, identify the job position which is the subject of the bump. If the employee possesses the minimum qualifications for that position, and has greater seniority than the present occupant of that position, the bump

shall take effect within five (5) calendar days from the notification. The bumped employee shall then proceed in accordance with paragraphs 10.2 and 10.3(a).

- (c) An employee bumping to a different job classification shall be placed on a trial period of not less than thirty (30) days. If, in the opinion of the Employer, the employee cannot satisfactorily perform the duties of the position to which the employee has bumped, the employee will be permitted to proceed only one more time in accordance with paragraphs 10.2 and 10.3(a).
- (d) An employee bumping to a job classification which is lower than his present job classification will be paid at his present pay rate or the maximum rate of the lower classification, whichever is lower.

10.4 Recall of laid-off employees will be made in accordance with seniority, as provided in paragraph 8.8, and by written notification by certified mail to their last known address. Recalled employees shall notify the Employer if they desire to return to work, within two (2) days of receipt of recall notice, and must return to work within ten (10) working days from receipt of recall notice.

10.5 Laid-off employees should keep the Employer informed of their current mailing address if they wish to be recalled. Failure to keep the Employer so informed shall result in loss of recall rights.

- 10.6 Employees outside of the bargaining unit shall not do the work of employees included in the bargaining unit except in the case of emergencies, for the purpose of training employees, or for the efficient deployment of personnel. Nothing herein shall limit the management rights expressed in Article 5.
- 10.7 In the event that lay-offs or reductions in force are contemplated by the Employer, representatives of the bargaining unit shall be included in the budgetary process in an advisory capacity at the earliest possible date.
- 10.8 In the event the Employer divests itself of any Department, Utility or Services, the Employer shall make a good faith effort to secure employment for affected employees with the purchasing entity.

**ARTICLE 11**  
**HOURS OF WORK**

11.1 The standard work week for all employees shall be from 12:01 a.m., Monday, through 12:00 midnight, Sunday, except for shift operations requiring continuous work, in which case the work week ends with the shift ending nearest to midnight, Sunday, and the succeeding work week begins immediately thereafter.

11.2 (a) Employees covered by this agreement shall consist of shift and non-shift employees.

(1) Shift Employees

Shift employees are those employees regularly scheduled to work in shifts, either overlapping shift, two shift or three shift operations. Shift employees will work five, eight-hour days per work week. Sundays and holiday work may be regularly scheduled. Rest days shall be consecutive. Troublemakers are shift employees. The Employer can assign a journeyman lineman to work as a troublemaker, provided the assignment is during the journeyman lineman's normal working hours or is a result of a call-out where no troublemaker is available. Employees in the same classification shall be required to rotate shifts on an equal basis, regardless of seniority. First, second and third shifts are as follows:

<b>1<sup>st</sup> Shift</b>	<b>2<sup>nd</sup> Shift</b>	<b>3<sup>rd</sup> Shift</b>	<b>Department</b>
8 am to 4 pm	4 pm to 12 am	12 am to 8 am	Wastewater
8 am to 4 pm	4 pm to 12 am *	12 am to 8 am	Power Supply Including Dispatchers, Foreman, & Operators
7 am to 3 pm	3 pm to 11 pm	11 pm to 7 am	Police Dispatchers
8 am to 4 pm	4 pm to 12 am	12 am to 8 am	Police Corrections Off.
7 am to 3 pm Mon-Tues-Wed	3 pm – 11 pm Thurs – Fri	11 pm – 7 am Tues - Sat  This shift not utilized until 3 <sup>rd</sup> Troubleman is added	Troubleman #1
N/A	3 pm – 11 pm Mon-Tues-Wed  11 am to 7 pm Sat – Sun	11 pm – 7 am Tues - Sat  This shift not utilized until 3 <sup>rd</sup> Troubleman is added	Troubleman #2

\*Operators in the Power Plant working a 12 pm to 8 pm shift will be considered 2<sup>nd</sup> shift.

(2) Non-Shift Employees

- i. All other employees shall be designated as non-shift employees, and their work schedules shall normally be five, eight-hour consecutive days per work week (plus one (1) unpaid hour for lunch), Monday through Friday, between 6:00 a.m. and 6:00 p.m.

- ii. Employees in the Public Works, Parks and Code Compliance Departments participating in special programs organized and approved by the City Manager may be assigned to work between the hours of 6:00 a.m. and 10:00 p.m. in such special programs (the "Extended Work Schedule"). Employees may be assigned an Extended Work Schedule one time each work week. Such assignment may be for one day or more. Employees shall be assigned to an Extended Work Schedule as follows: (a) qualified volunteers, (b) employees possessing special skills and (c) qualified employees, in reverse order of seniority.
- iii. Modified Work Schedule for Parks and Recreation Department Employees. The Employer may, with advanced notice to the employee, modify the employee's work schedule during any work week where weekend organized sports leagues and tournaments are scheduled. If the Employer desires to modify the employee's work schedule, then the Employer shall notify the employee by no later than the Friday preceding the week in which the employee shall be required to work the Modified Work Schedule. The Employer may establish the employee's Modified Work Schedule as Tuesday through Saturday or Wednesday through Sunday.

Employees assigned to a Modified Work Schedule shall receive a premium of \$0.75 / hour for Saturday work during the week in which the employee works a Modified Work Schedule. Employees shall be assigned to a Modified Work Schedule as follows: (a) qualified volunteers by seniority within a classification; (b) qualified relief volunteers by seniority; and (c) qualified employees in reverse order of seniority within the classification. Qualified employees by seniority may volunteer to work a Wednesday through Sunday schedule if needed by the Employer where organized sports leagues and tournaments are scheduled. Employees working a Wednesday through Sunday schedule shall receive a premium of \$0.75 / hour for Saturday work and \$1.50 / hour for Sunday work during the week in which the employee works this schedule.

- iv. The work schedule for Code Compliance Officers, shall normally be eight (8) consecutive hours, with the schedule permitting one-half ( $\frac{1}{2}$ ) hour paid lunch break, five (5) consecutive days per week. The work schedules provided for in this sub-paragraph shall be filled pursuant to Article 9 Job Posting and Bidding. All work assigned in Code Enforcement Compliance will be by seniority or by inverse order of seniority if no one selects a required assignment. Code Compliance Officers who choose a 2:00 pm – 10:00 pm shift assignment,



will be eligible to receive a seventy-five cent (\$0.75) night shift differential for all hours actually worked. Any work assigned between the hours of 10:00 pm and 6:00 am will not exceed a two (2) week work period. If such an assignment exceeds the two (2) week pay period, the employee will be paid at their hourly overtime rate of time and one half. Employees working during these hours are entitled to a one dollar (\$1.00) per hour night shift differential payment for all hours actually worked.

- v. The Employer shall establish a work schedule, which shall normally be eight (8) consecutive hours, with the schedule permitting one-half ( $\frac{1}{2}$ ) hour paid meal break, five (5) consecutive days per week, for the job classifications set forth below. The Employer may unilaterally discontinue this work schedule for any of the job classifications set forth below by providing written notice to the Union of such discontinuation at any time prior to thirty (30) days after the completion of such trial period. If the Employer discontinues any such job classification prior to thirty (30) days after completion of the trial period, such discontinuation may not be grieved under Article 7 "Grievance Procedure." This new work schedule shall be established for the following job classifications:

Irrigation Technician, Street Maintenance Technician I, Street Maintenance Technician II, Street Maintenance Technician III, Street Maintenance Technician IV, Maintenance Mechanic I, Maintenance Mechanic II, Streets Foreman, Stormwater Foreman, Wastewater Foreman, Water Foreman, Wastewater Technician, Water Technician, Senior Instrument & Control Technician, Meter Technician Trainee, Meter Technician I, Meter Technician II, Journeyman Electrician I, Journeyman Electrician II, Utilities Locator, Lineman Helper, Lineman Apprentice I, Lineman Apprentice II, Lineman Apprentice III, Journeyman Lineman, Line Foreman, Inspector, Electrical Inspector, Mechanical Inspector, Plumbing Inspector and Building Inspector.

For each of the foregoing positions, each of the following rules shall apply:

- A. The one-half (1/2) hour paid meal break begins the moment that the employee stops working.
- B. Employees working on a crew must take their one-half (1/2) hour paid meal break at the same time.
- C. Employees working on their own (i.e. not part of a crew) must inform their supervisor when they are going to take their one-half (1/2) hour paid meal break.
- D. Employees in these classifications shall no longer

receive formal fifteen (15) minute paid breaks in the morning and afternoon. However, this does not preclude employees from taking brief paid breaks to use the restroom, make a store stop or for any other similar purpose on an as-needed basis.

(b) Change of work schedule

- i. Twenty-four (24) hours notice will be required for changing any shift or non-shift employee's normal work schedule within the limits described in paragraph 11.2(a).
- ii. If twenty-four (24) hours notice is not given, the first eight (8) hours of work under the changed schedule will be paid at one and one-half (1-1/2) times the regular straight-time hourly rate.
- iii. Changes of schedule for short-time emergency situations and the assignment of overtime are not considered a change in an employee's normal work schedule and are permitted without such notice. However, the Employer will give such notice whenever feasible.
- iv. The normal work days and hours of certain employees in the Public Works, Parks and Recreation, and Utility Billing departments will be those days and hours necessary to complete the day's work.

(c) Exchange of Schedules

Employees may exchange schedules with the prior written approval of a supervisor not a member of the bargaining unit, if both employees are qualified to perform the job, and neither employee will earn overtime pay, an extra day off, holiday, or vacation pay, or a meal, as a result of the exchange.

(d) New Shifts

If the Employer establishes any new shifts outside of the existing shift schedule, jobs on the new shifts will be put up for bid. If the jobs cannot be filled within a period of thirty (30) days through the bidding process, the Employer may assign employees to those shifts from the existing work force (beginning with the least senior employees), or from outside the work force.

- 11.3 When an employee is required to perform work outside the Employer service area, the employee shall be paid for actual time worked at the same rate as would be paid for work within the Employer service area. When an employee attends a training program at the Employer's request outside the Employer service area, the employee shall be paid no less than his regular weekly rate of pay for the week(s) during which such training takes place. If such a training program, including travel to and from such training program, exceeds forty (40) hours in a given week, the employee will be paid overtime for all hours in excess of forty (40). The Employer shall determine the travel schedule of the employee. The Employer shall reimburse travel, lodging, and meal expenses, in accordance with existing City Travel Policy, when the City requires an

employee to travel on City business.

11.4 Whenever services of employees are required out of the service area due to an emergency call for assistance from another jurisdiction, the Employer will attempt to obtain reimbursement for those services at the same pay rate as similar employees of that jurisdiction. If the Employer is successful in obtaining such reimbursement, the employee shall be compensated at that rate. If the Employer is unsuccessful in obtaining such reimbursement, the employee will be paid at the rate specified in paragraph 11.3 above. However, nothing herein shall result in the employee being paid at less than his normal rate of pay.

11.5 An employee required to serve on jury duty during his scheduled work shift will be paid for the time spent on jury duty during that scheduled work shift up to eight (8) hours and will not be required to forfeit any compensation received from jury duty service. A statement in writing from the appropriate Court Clerk's office shall be required from the employee. The statement shall contain information as to the date the employee was required to report for jury duty, and the actual hours spent in such service. If an employee is dismissed totally or in part from jury duty, the employee is required to return to work to complete his scheduled work shift. However, when a shift employee is required to serve on jury duty, he or she will not be required to work his or her regular shift for that day.

11.6 If an employee is absent from work, in order to serve as a witness in a case in

a court of law to which he is not a party, either directly or as a member of a class, and where such absence is in response to a legally valid subpoena or its equivalent, he shall be granted leave with pay for those hours for which he is absent from work during his regularly scheduled working hours, provided he submits evidence of such service as a witness.

11.7 During all political elections, any employee who is scheduled to work the entire working period between the hours of 7:00 a.m. and 7:00 p.m., i.e., 12 hours, may be granted sufficient time without loss of pay, as scheduled by the supervisor, for the purpose of voting, provided the employee is registered and eligible to vote.

11.8 The Employer may, in its sole and absolute discretion, institute and terminate a 4- day, 10 hours per day, schedule ("4/10 Schedule") for some or all Union employees. The Employer's decision in instituting or terminating a 4/10 Schedule shall not be grievable or arbitrable. Any employee working a 4/10 Schedule during the work week of a holiday shall revert to a 5/8 schedule for that week. In the event that a 4/10 Schedule is implemented by the Employer, the schedule of affected employees shall include no less than two consecutive days off per work week.

11.9 Tardiness – Disciplinary Action

Employees are required to be on time for work every day. The following disciplinary procedures are to be implemented in situations where counseling has failed to remedy tardiness. However, supervisors should take into account

that unforeseen circumstances occasionally make tardiness unavoidable despite an employee's best efforts. However, when tardiness reaches certain defined unacceptable levels, a supervisor should take the following actions.

- a. A Verbal Warning should be given to an employee who is tardy more than three (3) times in any twelve (12) month period or less. This should be documented by the employee's supervisor.
- b. If the frequency of the tardiness continues at an unacceptable level (at the rate of one (1) or more occurrences per month) then a Written Warning will be placed in the employee's file.
- c. If, after the Written Warning, the frequency of tardiness continues at the rate of one (1) or more occurrences per month, a Second Written Warning will be issued and the employee will receive a three (3) day suspension without pay.
- d. If, after the Second Written Warning, the frequency of tardiness continues at the rate of one (1) or more occurrences per month, A Final Written Report will be issued and the employee will be terminated. The termination should be issued upon the last occurrence of tardiness, rather than at the end of a two (2) month period. Any termination should be reviewed with the Director of Human Resources prior to implementation.
- e. If the tardiness problem reoccurs after it has been deemed to be resolved (i.e., after a two (2) month period where a written progress report was placed in the employee file), the disciplinary process shall resume at the last step where action was taken (i.e., date of last occurrence). The relevant period

of review will be the twelve (12) month period preceding the most recent tardiness incident.



## ARTICLE 12

### OVERTIME

12.1 Definitions. For the purposes of this Article.

- (a) "Call-out Work" shall mean work hours which
  - (1) are required by the Employer upon less than twelve (12) hours' notice, and
  - (2) are not a part of the employee's scheduled workday.
  
- (b) "Hold over Work" shall mean work hours which extend beyond the scheduled end of the employee's workday, where the employee has not left the job site/work location and continues working after their regular work schedule. For employees in the titles of Line Foreman, Troubleman, Journeyman Lineman, Journeyman Apprentice and Utilities Locator, hold- over work shall be offered based upon highest call-out overtime hours for the previous six (6) month period.
  
- (c) "Pre-arranged work" shall mean work hours which
  - (1) are required by the Employer upon at least twelve (12) hours' notice, and
  - (2) are not a part of the employee's scheduled workday.

For employees in the titles of Line Foreman, Troubleman, Journeyman Lineman, Journeyman Apprentice and Utilities Locator, pre-arranged work shall be offered based upon highest call-out overtime hours worked for the previous six (6) month period.
  
- (d) "Premium Rate" shall mean a rate of one and one-half (1-1/2) times the employee's straight time rate of pay.

(e) “Overtime for Homestead – Miami Speedway Races” shall be offered based upon highest call-out overtime hours worked for the previous six (6) month period, with the understanding that management retains the discretion to fill overtime assignments with qualified personnel. Hold-over work hours for Solid Waste personnel will be given the same consideration as call-out overtime hours for the selection of personnel to work race events at the Homestead-Miami Speedway.

(f) Emergency Mutual Aid Assistance. In case of emergency mutual aid assistance to other municipalities in distress, the City will exclusively determine the job classifications needed for any relief missions undertaken by the City; however, once these job classifications are established, employees will be selected for the relief assignment based upon highest call-out overtime hours worked for the previous six (6) month period for the selected job classifications.

i. Employees selected to travel for the purpose of mutual aid assistance shall be paid in accordance with any Mutual Aid Agreement in place at the time of travel. When the assisted utility or organization is reimbursing labor expenses, employees shall be paid at a rate of 1.5 times their current hourly rate for all hours actually worked, to include travel time to and from the assisted organization.

12.2 (a) Forty-hour workweek. Except as otherwise provided in this Agreement, the premium rate shall apply only for those hours worked in excess of forty (40) in any given workweek.

- (b) Leave Time. Leaves of absence, including sick leave, vacation, and any unpaid leave time, will not be considered as time worked for the purpose of computing entitlement to overtime pay.
- (c) Authorization required. No overtime shall be worked or paid unless the overtime work has been previously authorized by Management.

12.3 Rate of pay. Call-out work, hold over work, and pre-arranged work hours shall be paid at one of the following rates:

- (a) For Hours in Excess of Forty (40) in the Workweek. At the premium rate, except as otherwise provided in this Agreement.
- (b) For All Continuous Hours Worked in Excess of Sixteen (16) in any Twenty-Four (24) Hour Period. At two (2) times the employee's regular rate of pay. An employee on double time shall remain on double time until released.
- (c) For Call-out Work Hours. At the premium rate, irrespective of whether the employee works forty (40) hours in the workweek. All time worked on call-out will be counted in the computation of the forty (40) hour threshold of Section 12.3(a).
- (d) For work at two or more rates during the Workweek in excess of forty (40) hours. At the premium rate, however, straight time rate of pay shall be calculated utilizing the weighted average of the rates.

12.4 (a) Employer May Require Overtime Work. The Employer may require employees to do call-out work, hold over work, and pre-arranged work when and as

needed for the efficient operation of City services. The Union and the Employer recognize that in the interest of good service, there is a need for employees covered by this Agreement to respond to emergencies requiring call-out work, hold over work, or pre-arranged work. The Employer recognizes that, occasionally, overtime will place a burden of a personal nature on an employee, and Management agrees to give due and compassionate consideration to each request for relief from such work, consistent with the operational requirements of the Employer.

(b) Three Hour Minimum.

- (1) Any employee who is called out, or pre-arranged to work outside of his regular working hours, and who reports to work, shall be paid for at least three (3) hours at the premium rate.
- (2) Any employee who accepts a Call-out must clock-in at their designated timeclock within 1 hour of accepting call and/or the scheduled start time for the Overtime assignment. Employees in Code Compliance must check-in within 1 hour of accepting call and/or the scheduled start time for the Overtime assignment. If the employee fails to clock-in, or check-in, within one hour, the 3-hour minimum payment will be revoked and the employee will only receive premium pay for the time spent at job site. The City reserves the right to make an exception to the above if there were extenuating circumstances, or significant distance between the employee's house and the City, which made it impossible for the employee to arrive at designated timeclock within 1 hour.
- (3) An employee who responds to a Call-out and completes the required work in less than 3 hours must notify the employer that the work is

completed and receive approval prior to leaving, provided, however, that the employee will not be asked to wait or “stand-by” in the case that another work assignment becomes available. If another work assignment does present itself while the employee is still working on the original call-out, the employee may be asked to work the additional assignment.

- (4) Any time worked in excess of the initial three (3) hours shall be paid at the rate normally applicable to that classification of work. e.g., if the employee is on call-out work, the excess hours will be at premium rate, whether or not the employee has satisfied the forty (40) hour requirement in that particular week. If the employee is on pre-arranged work, the excess hours will be paid at premium rate only if the employee has satisfied the forty (40) hour requirement in that particular week.
- (c) Employer May Require Employee to Work Full Shift. The employee who is required to do call-out or pre-arranged work may be required to stay on duty for a full shift.
- (d) Time Spent Waiting for Call-out. Any employee ordered to remain at a specified location awaiting a call for emergency or call-out work outside his scheduled working hours, shall be paid at the applicable rate until released.
- (e) Change in Employee's Regular Work Schedule. If the pre-arranged work is in effect a change in the employee's regular work schedule, rather than a response to a short-term emergency situation, the twenty-four (24) hour notice requirement of 11.2(b) shall be applicable.

12.5 Distribution of Overtime Work:

- (a) The Employer shall determine the need for all overtime work.
- (b) The Employer shall make a reasonable effort to see that the opportunity to work overtime is equitably distributed to bargaining unit employees not on light duty. In order to accomplish this goal, the Employer will prepare an overtime list on a monthly basis, based on the employees' full-time date of hire. Copies of the list shall be posted in every work area, and shall be available to the area steward upon request. At the time of hire, new employees who are added to the overtime list shall be credited with the average number of overtime hours on the current overtime list for their classification.
- (c) The Employer will refer to the current overtime list when scheduling overtime work under the following conditions:
  - (1) When scheduling overtime with more than two (2) hours notice,
  - (2) When arranging scheduled overtime,
  - (3) When holdover overtime will exceed four (4) hours, and the Employer knows that at least two (2) hours in advance, and
  - (4) When arranging overtime pursuant to Section 12.6.
- (d) The Employer may assign overtime without regard to the overtime list when the particular assignment is one which requires continuous work in order to assure efficient operations, or when a particular licensing requirement exists, provided, however, if more than one person holds the same license, the City

will follow the overtime list. However, whenever practicable, the Employer shall attempt to assign holdover work to the qualified employee on the shift who is lowest on the current overtime list.

- (e) The Employer shall contact the first qualified employee on the overtime list in that work area to determine whether the employee is available to work the overtime assignment. Should the Employer exhaust the overtime list and no one accepts the overtime, the Employer shall call the list again in reverse order of seniority and the first employee(s) contacted will be required to respond.
- (f) If the Employer is able to contact the employee and the employee either accepts, rejects, or does not respond to a request to work the overtime, the Employer will make a note of the date and time of the contact. If the employee responds to the contact with an answering machine, the Employer shall leave a message identifying the caller, the time of the call, and the nature of the overtime request.
- (g) If the employee works, rejects, or does not respond to a request to work overtime, the employee shall be charged for that overtime. A failure to respond is defined as either not answering the telephone within eight (8) rings, or failing to respond within ten (10) minutes to a message left on the employee's answering machine or to a message otherwise left for the employee.
- (h) An employee returning a message within ten (10) minutes shall be assigned the overtime if the Employer has not scheduled another employee to work by the time of the return call. If another employee has already been assigned to work the overtime, the employee returning the message shall not be charged for the overtime.

- (i) The overtime list will be erased and started anew, based on seniority, at the end of the payroll period nearest to January 1 of each year.
- (j) When an employee changes his department or enters a new classification, he shall be credited with the average number of overtime hours on the current overtime list or that department or classification. When an employee has been on light duty or off work on sick leave, Worker's Compensation or any unpaid leave time for 30 calendar days or more, he shall be credited with the average number of overtime hours on the current overtime list for his department or classification upon his return to full duty.

12.6 Refusal of Overtime Work Where Ineligible for Premium Rate.

An employee who has been or is off work because of sick leave, vacation, or any unpaid leave time, and who therefore is not eligible for the premium rate because forty (40) hours of work has not been achieved in a given week, may elect to participate in a distribution of premium rate overtime work and receive his/her regular pay. However, should an employee who is not eligible for the premium rate of pay decline the Employer's offer of overtime work, such work declined will not be charged against the overtime list provided for in this article. (This shall not prohibit the Employer from requiring that the employee do such work, if the employee is paid at the premium rate.) An employee will not be subject to being called out during his vacation or on his regular days off immediately preceding or following his scheduled vacation leave, if such vacation is one (1) or more full workdays in duration. Nothing contained in this paragraph shall prevent an employee from being called out in an unusual emergency situation. If an employee



is called back to work during his vacation period for special operational circumstances, he shall be compensated at the appropriate rate for all hours he is required to work on such emergency duty. The employee shall be allowed to reschedule any vacation time lost as a result of the emergency duty. The Employer will pay the employee's travel expenses (both ways) if the employee is out of town and has to return from vacation.

12.7 Rest Period. An employee who has worked seventeen (17) hours or more in the “rolling” twenty-four (24) hour period immediately preceding his next regularly scheduled start time shall, upon release, be entitled to an eight (8) hour rest period, before he returns to work. If the rest period under the provisions of this section extends into the starting time of the employee's next regularly scheduled workday, the employee shall be paid, at the straight-time rate, for those hours of his regularly scheduled workday which he is not working by reason of being on the rest period. If an employee is called back to work without completing his eight (8) hour rest period, he shall be compensated at the applicable rate of pay for all hours worked, commencing from the time he reports back to work and ending when he is released for an eight (8) hour rest period. If an employee is assigned to work overtime between midnight and the employee’s normal starting time and actually works three (3) hours or more, and is required to report back to work for their normal work schedule, the employee upon reporting for their regular work schedule will not be assigned to any safety sensitive position.

12.8 If an employee is required to possess a commercial driver's license in order to

perform the employee's job, then the Employer shall reimburse the employee for the cost of renewing the employee's commercial driver's license.

**ARTICLE 13**  
**GENERAL WORKING CONDITIONS**

13.1 Raincoats and rain hats and other special equipment should be kept on hand and shall be provided for those employees who are usually required to work in wet weather. No employee shall be required to work outdoors in a lightning storm or heavy rain except in an emergency. Provided, employees will be required to work on energized conductors in the rain only in an emergency, and only if appropriate safety precautions are followed. The immediate supervisor shall be responsible for observing this clause. Employees shall be compensated for any lost time during regular working hours on account of inclement weather.

13.2 (a) The Employer shall continue to provide and maintain uniforms in accordance with past practice, and shall provide hoods, masks and snorkels for those Water Department employees whose jobs require them, at no cost to the employee. Any employee, to whom the Employer has provided a uniform, who reports to work out of uniform, shall be subject to discipline. It shall be the employee's responsibility to turn in dirty uniforms for cleaning at proper intervals.

(b) Employees who are provided with uniform T-shirts by the City will be given five (5) uniform T-shirts a year. The employees are responsible for laundering the shirts themselves. They may purchase more shirts at their own expense from the Employer. The employees must report to work in full uniform (including uniform shirts), but may work in the T-shirts thereafter.

Employees shall not wear the T-shirts when performing work involving possible exposure to energized equipment or energized circuits.

- (c) Employees in departments other than those referred to in paragraph (b) may purchase tee shirts at their own expense and wear them as outlined in Section 13.2(b) at the discretion of the department head and with the approval of the City Manager.

13.3 The Employer will continue to furnish at no cost to the employee such tools and equipment as it furnished immediately prior to the effective date of this agreement. These tools and equipment remain the property of the Employer. The Employer will inventory such tools and equipment. Each employee shall exercise due caution in the care and handling of all tools and equipment which may come into his custody, or over which he may have a degree of control. Any employee who loses, misuses, damages through his carelessness, or claims the theft of tools where the value exceeds one hundred (\$100.00) but fails to file a sworn report with the Police Department, shall be subject to discipline. When, in the judgment of management, a tool or piece of equipment is no longer safe or effective due to wear or breakage, the employee shall turn in the defective item to the Employer for replacement. No defective tool or piece of equipment shall be replaced until the defective item is presented. If an employee wants to use his personal tools, they must be inventoried by the Employer before being used on the job. When the employee leaves the Employer's employment, he shall complete an exit procedure whereby all Employer tools and equipment (except climbing boots and rubber boots) are returned to the Employer in the same condition as provided to him (normal wear and tear

excepted). The employee shall reimburse the Employer for all tools and equipment not returned in said condition. The employee's last paycheck shall be held pending completion of the exit procedure outlined above.

13.4 (a) Working out of classification as relief.

- (1) When an employee is qualified for and is temporarily required to serve in and accepts the responsibility to work in a higher classification within the bargaining unit, he shall receive the entrance rate of that classification. In the event that the entrance rate of the higher classification is equal to the employee's pay grade and step prior to the change, the employee will be placed in the next higher step.
- (2) In order for such temporary assignment to a higher classification to qualify for the higher rate of pay, it shall be regular and continuous in character for a period of one (1) hour or more.
- (3) An employee may temporarily be assigned to a lower job classification without any change in pay.
- (4) Under the provisions of this paragraph, an employee is deemed qualified to temporarily serve in a higher classification when he meets the minimum qualifications contained in the job specifications for the higher classification position, and he is deemed qualified by virtue of training and experience by his foreman and management.

(5) The senior, most qualified, and available employee on a shift, crew, or section will be given first consideration for this upgrade.

(b) Working out of classification for training purposes.

(1) The provisions of paragraph (a) above will not apply to an employee who is performing the duties of a higher classification for the purpose of training under the direct instruction of a qualified employee.

(2) Employees who do not meet the minimum qualifications contained in the job specifications for the higher classification position may be selected by Management for cross-training to positions within the employee's department. Generally, this training will occur when vacancies of five days or more are anticipated. Management shall decide when cross-training shall be provided.

(3) Cross-training shall be first offered to the senior most qualified employee in a classification lower than the position within the department for which training is being offered.

(4) Employees being cross-trained shall be evaluated by Management. Employees who demonstrate their inability to effectively perform the duties of the higher classification shall forfeit the right to cross-training.

(c) Reassignment due to non-occupational injury or illness. An employee may be assigned to another classification for which he is qualified if, due to injury or illness, he is unable to perform the requirements of his normal job, provided such assignment is in accordance with the provisions of this Agreement. An employee so assigned will receive the rate of pay within that

classification which provides for the least reduction from his normal rate of pay.

- (d) Reassignment due to occupational injury. If, after the period of recuperation, an employee who has sustained an injury compensable under workers' compensation is physically or mentally unable to perform the duties of his classification, that employee may be placed in a job of an equal or lower classification that he is qualified and able to fill, without regard to the job posting procedures, by mutual agreement in writing between the Local Union President and the City Manager.

(1) The placing of an employee in a job under the above paragraph may not displace any other employee.

(2) The position must be an approved vacant position in the current approved budget.

(3) In no case will the Employer exceed the total number of employees as outlined in the approved budget.

(4) Each case will be reviewed upon its own merits and will not set a precedent for any other case.

(5) If there is no vacancy when the employee is ready and qualified to return to employment in accordance with this article, the employee will be required to wait until a vacancy occurs in a position in which he meets the qualifications before being placed in the position.

13.5 All employees covered by this agreement should keep their department heads informed in writing at all times of their home or living quarters address and a telephone number, if any, by which they may be reached promptly in the event of an emergency requiring their services. The Employer shall be entitled to rely on the last address and the Employer shall have no responsibility to the employee for his failure to receive any kind of notice, which arises from his not keeping his department head advised of his current address and telephone number. This information shall be regarded as personal and confidential and shall be used only for official business.

13.6 The Employer will provide ANSI standard eye protection, hoods, shields, or goggles where eye protection is a requirement of the job. Where ANSI standard eyeglasses may be appropriate protection, the Employer will reimburse the employee up to \$50 for prescription eyeglasses or contact lenses lost, broken or damaged while performing their assigned duties. In order to be reimbursed, the prescription eyeglasses or contact lenses must have been lost, broken or damaged while the employee was performing their assigned duties, provided that such loss, breakage, or damage did not result from normal wear or tear, or failure to use that degree of care which a reasonable, careful person would use under like circumstances. The employee is required to submit an original receipt that clearly indicates the eyeglasses meet ANSI standards.



- 13.7 Employees who handle or come in contact with energized voltage will receive a free biennial comprehensive Life Scan medical examination as part of the City's Employee Wellness Program. Scheduling of the above will be at the discretion of management. Any employee who has received a significant electric shock or flash shall be examined by a physician selected by the Employer. Wastewater employees will receive a tetanus shot every five (5) years. Other employees covered by this Agreement, who do not come in contact with energized voltage, may voluntarily pay to have the same Life Scan examination at a cost equal to that which is charged to the City during the life of this Agreement. Additionally, family members of employees covered by this Agreement may voluntarily pay to have the same Life Scan examination at a cost equal to that which is charged to the City during the life of this Agreement.
- 13.8 Any written work rules pertaining to items in this agreement, formulated after the effective date of this agreement, shall not be implemented prior to consultation with the Union. A copy will be furnished to the Union.
- 13.9 When an employee is required to use his own transportation for any authorized reason, he shall be reimbursed at a rate equal to the IRS published mileage reimbursement rate, multiplied by the round-trip mileage from the work station. The employee shall be reimbursed for all tolls and parking charges directly related to the authorized use of his own transportation.

13.10 The Employer will continue to follow its current practice regarding breaks and rest periods for employees in the bargaining unit.

13.11 (a) The Employer shall reimburse bargaining unit personnel for safety shoes or boots up to \$150.00 per fiscal year as determined necessary by the Safety Committee. In order to qualify for reimbursement, the employee must submit proof that the footwear purchased is designed to meet the OSHA standard as specified by the Safety Committee for the applicable job classification.

(b) Employees in the following job classifications shall be reimbursed up to \$200.00 per fiscal year for footwear:

- Instrument and Control Technician
- Journeyman Electrician 1 & 2
- Journeyman Lineman
- Line Foreman
- Lineman Apprentice 1, 2 & 3;
- Lineman Helper
- Meter Technician 1 & 2
- Operations Foreman
- Plant Mechanic (all levels)
- Plant Operator (all levels)
- Troubleman
- Sr. Instrument & Control Technician
- Sr. Load Dispatcher
- Sr. Operations Foreman
- Sr. Plant Mechanic
- Sr. Substation Engineering Technician

(c) In addition, Employees in the following job classifications shall be reimbursed \$300.00 every three (3) years for specialized climbing boots: Lineman Apprentice 1, 2 & 3; Journeyman Lineman; Troubleman; and Line Foreman.

The Safety Manual, when complete, will include a listing by job classification as to necessary footwear.

13.12 Notwithstanding the provisions of Section 13.3, the employees in the following job classifications shall be reimbursed up to \$750.00 ~~\$550.00~~ per fiscal year for the purchase of tools: Auto Mechanic Helper, Auto Mechanic 1, Auto Mechanic 2 and Auto Mechanic 3. In order to qualify for reimbursement, the employee must receive prior written approval of the Department Head for the purchase of the tool and must submit a receipt to the City. The tools shall remain the personal property of the employee.

**ARTICLE 14**  
**MEAL CLAUSE**

14.1 Definitions.

- (a) For purposes of this Article, the terms "call-out work," "hold over work," and "pre-arranged work" shall be defined as provided in Article 12.
- (b) For the purpose of this article, it will be presumed that the "normal meal time" for non-shift workers occurring between the hours of midnight and 7:00 a.m. is breakfast, and that the normal meal time occurring between the hours of 5:00 p.m. and midnight is the evening meal. In the case of shift workers whose overtime occurs prior to their scheduled shift, the meal paid is breakfast. If the shift worker is held over after his scheduled quitting time, the meal paid is dinner.

14.2 When meal allowance provided. The Employer will pay a meal allowance under the following circumstances:

- (a) Call-out. When an employee is called upon to report for call-out work, and he reports to work within sixty (60) minutes of being called upon. In such an event,
  - (1) a non-shift employee shall qualify for a meal allowance upon reporting to work, an additional meal allowance four (4) hours from the time he commenced work, and additional meal allowances at six (6) hour intervals thereafter if he continues to work; and

- (2) a shift employee shall qualify for a meal allowance upon reporting to work and an additional mid-shift meal allowance at his normal meal time, if he continues to work.
- (b) Hold over work after scheduled workday. When an employee is held over for more than two (2) hours after the employee's scheduled quitting time.
- (c) Work on Saturday, Sunday, a holiday, or in an emergency. When an employee does call-out work or pre-arranged work on Saturday, Sunday, a holiday, or in an emergency, thereby missing a normal meal time. For the purpose of this paragraph, "normal meal time" shall be considered as one hour before the scheduled starting time on normal workdays, or more than two (2) hours after the scheduled quitting time on normal workdays.
- (d) Pre-arranged work. When an employee works pre-arranged work, he will qualify for a meal allowance at six (6) hour intervals from the time he commenced work. No meal allowance shall be received for pre-arranged hold-over work or pre-arranged work to be performed immediately prior to an employee's regular shift unless such pre-arranged work has a duration of 6 hours or more.
- (e) Release from work less than two hours before next workday. When an employee is required to do call-out work for a period of four (4) or more consecutive hours, and he is released less than two (2) hours prior to the starting time of his next regular workday, he will qualify for a meal allowance four (4) hours from the time he commenced work and at six (6) hour

intervals thereafter, if he continues to work.

(f) Working Through Lunch. In the case of non-shift workers, when an employee is required to work through his unpaid lunch time.

14.3 Payment Meal Allowances. The meal allowances shall be as follows: seven dollars (\$7.00) for breakfast, nine dollars (\$9.00) for lunch, and thirteen dollars (\$13.00) for dinner. Meal allowances shall be included in the paycheck for the first pay period after the pay period in which the allowances are earned.

14.4 Meal time not to be paid. The Employer will not pay an employee for time out for meals, with the exception of instances approved by the immediate supervisor where a non-shift employee is engaged in rush work or unusual work operations, and with the exception of shift employees whose duties require them to eat while performing their work. In no event shall the paid meal time exceed thirty (30) minutes.

14.5 Observance of normal meal time. Every reasonable effort will be made to observe the employees' normal meal time. The Union shall be advised prior to a change in the length of meal time.

**ARTICLE 15**  
**VACATION LEAVE**

15.1 Permanent regular full-time employees shall accrue vacation leave with pay according to the following schedule:

<u>YEARS OF SERVICE</u> <u>(UPON COMPLETION OF)</u>	<u>ACCRUED LEAVE PER YEAR</u>
0 months to 1 year	.92 hours per week
1 year to 5 years	1.69 hours per week
5 years to 10 years	2.00 hours per week
10 years to 20 years	2.46 hours per week
20 years and above	3.08 hours per week

Vacation leave will not accrue during any period when an employee is on leave without pay beyond thirty (30) days.

15.2 Vacation leave will accrue weekly to the credit of the employee at the rate stated above. Vacation leave will be accrued during the first year of employment, but employees may not take any of their accrued vacation leave until they have completed their initial six (6) months probationary period.

- 15.3 Accrued vacation leave may be taken at any time requested by the employee, in writing, when approved by the department head. Employees are required to take a vacation each year unless special operational circumstances warrant accumulation of such vacation. This annual vacation need not be taken all at once; however, in no event shall vacation leave accumulation exceed forty-five (45) working days. Forms regarding the emergency needs of an employee can be completed, if necessary, and submitted to the Human Resources Department.
- 15.4 Absence on account of sickness, injury, or disability in excess of that authorized for such purposes may, at the request of the employee, and within the discretion of the department head, be charged against vacation leave allowance.
- 15.5 Upon termination, which includes retirement or resignation from the service of the Employer, an employee with regular status shall take any unused accrued vacation leave up to the maximum amount of forty-five (45) working days in any calendar year, except if the vacation time under consideration is to be used as terminal leave immediately preceding retirement. The Employer, at its option, may authorize either up to forty-five (45) days accrued vacation leave be taken or a lump sum payment of up to forty-five (45) days of accrued vacation leave. The effective date of termination in these cases must allow for the period of vacation leave to which the employee is entitled. Upon the death of an employee, payment will be made for all unused accrued vacation leave under the applicable provisions of law.



- 15.6 (a) Employees may begin submitting requests for vacation on December 15 of the previous year. A vacation schedule for each division within the City shall be established by management not later than January 30 of each calendar year for that calendar year. If an employee splits his vacation he will be allowed only one choice of dates, taking his remaining vacation leave after other employees, in order of seniority and classification in the department, have exercised their choice of dates. Vacation periods may be changed by mutual consent between the employee and the Employer at any time where feasible.
- (b) Employees who have not indicated their desired vacation period by January 15, must give at least 24 hours advance notice of any requested vacation period. These requests for vacation will be scheduled at the discretion of management and will be second in preference to those requests made prior to January 15, regardless of seniority.
- (c) Employees may submit a request for that amount of vacation which the employee anticipates will be accrued to his account as of the commencement date of his vacation.
- (d) In scheduling vacations, seniority by date of hire shall be the deciding factor. Employees who take a military leave for training purposes shall not be given preference in selecting vacation periods on the initial selection of vacation periods.

15.7 Employees may split their vacation in any manner desired and approved by their department heads. The minimum amount of vacation leave to be taken and charged will be two (2) hours. The splitting of vacation leave must be consistent with the operational requirements of the Employer.

15.8 Should a holiday provided for in Article 16 fall within the vacation period, an additional vacation day shall be allowed.

~~15.9 Each employee should be aware of his current vacation leave accrual status at all times. Each department head will insure that proper and accurate vacation leave records are maintained on each employee. The Finance (Payroll) Department will maintain a master record of the vacation leave accrued and charged to each employee. The record will be posted on bulletin boards semi-annually by department heads. An employee who disagrees with the master record must file a written protest with his supervisor (not a member of the bargaining unit) within a reasonable period of time after the first posting.~~

~~15.10~~15.9 Employees who request approved time off (other than vacation as specified in paragraph 15.6 of this agreement) must submit to their department head or his designee written notice of such request at least four (4) working days in advance of the requested time off. Emergency situations and unforeseen circumstances will be handled on an individual basis.

~~15.11~~15.10 (a) Employees will continue to accrue vacation pursuant to their City tenure under Article 15.1. Any vacation accruals exceeding 360 hours must be utilized in the calendar year in which it is earned. No vacation hours in excess of 360 hours shall be carried over into the next calendar year.

(b) Notwithstanding the provisions of 15.11(a), if an employee is unable to use scheduled vacation leave during any calendar year due to the operational needs of the City and such leave would not be subject to be carried over into the next calendar year, the City shall pay the employee for those scheduled vacation hours in the first pay period of the subsequent calendar year.

**ARTICLE 16**  
**HOLIDAYS**

16.1 Each employee covered by this agreement shall be guaranteed holidays with pay each year provided that the employee works, or has an approved absence, on his/her regularly scheduled workdays immediately before and after the holiday as follows:

New Year's Day (January 1)  
Martin Luther King, Jr.'s Birthday  
President's Day  
Memorial Day (Last Monday in May)  
Independence Day (July 4)  
Labor Day (First Monday in September)  
Veteran's Day  
Thanksgiving Day  
Day After Thanksgiving  
Christmas Day

One (1) additional "floating" day shall be designated as a paid holiday by the Employer. Such designation shall be made by the first of the applicable calendar year.

16.2 If an employee calls in sick on his/her regularly scheduled workday immediately before and/or after any of the holidays set forth above, the employee only shall be paid for the holiday if the employee provides the City with a doctor's note setting forth the need for the sick day.

16.3 Whenever an observed holiday occurs on an employee's scheduled day off, and he does not work, he shall be paid eight (8) hours holiday pay at his straight time rate. When an employee is **required** to work on a day observed as a holiday, (i.e. due to being on shift work or because the City is requiring them to work on a holiday), he or

she shall be paid at the rate of straight time in addition to holiday pay for his eight (8) hour regular shift, ~~or given an alternate day (eight hours) off at the employee's option or be given the option to bank the holiday hours in their Holiday Accrual Bank.~~ No employee will be allowed to accumulate more than 48 hours in their Holiday Accrual Bank. A request to use accrued Holiday hours will be handled in the same manner as Vacation requests. Employees may request the time off in writing and will be subject to approval by their Supervisor and/or Department Head.

16.4 When a holiday falls on Sunday, the Monday following shall be considered the observed holiday. When a holiday falls on Saturday, the Friday prior thereto shall be considered the observed holiday.

16.5 When the language in Section 11.8 (Employees on 4/10 schedule during week of a holiday shall revert to a 5/8 schedule for that week) is not operationally feasible for the City, those employees who work a 10-hour schedule on a designated Holiday will receive 10 hours of Holiday pay. In addition, employees who work a 12-hour schedule on a designated Holiday will receive 12 hours of Holiday pay.

## ARTICLE 17

### **JOB RELATED ACCIDENT AND WORKERS COMPENSATION BENEFITS**

17.1 An employee who sustains an industrial injury that is compensable under the Florida Workers Compensation Act and who has also satisfactorily completed his probationary period shall be entitled to receive a supplemental indemnity benefit in the amount of twenty percent (20%) of his average weekly wage as computed under the workers compensation laws. This supplemental indemnity benefit shall be paid by the Employer in addition to all other benefits as defined by Section 440.02(06), Florida Statutes. This supplemental indemnity benefit shall continue throughout the time period the employee is receiving wage loss benefits as defined by Sections 440.15(1)(2)(3), Florida Statutes. The supplemental indemnity benefit shall not be paid for more than 1040 work hours. The supplemental indemnity benefits described herein shall only be payable while the employee is receiving wage loss benefits as described in Sections 440.15(1)(2)(3), Florida Statutes and shall not continue while the employee is only receiving medical payments without proof of wage loss. This supplemental indemnity benefit shall never exceed the weekly salary of the employee and shall also not apply to injuries primarily caused by the intoxication, drug use or illegal use of substances not prescribed by a physician or by willful intention of the employee to injure or kill himself as more fully described by Section 440.09(3)(4), Florida Statutes.

- 17.2 Whenever an employee is unable to finish a day's work because of injury received in the line of duty, he will receive his prevailing rate of pay for that day.
- 17.3 Any employee found to be fraudulently utilizing the State Workers' Compensation laws, rules, regulations and requirements, or any other provisions of this Article, will be subject to disciplinary action up to and including dismissal.

**ARTICLE 18**  
**SICK LEAVE**

18.1 (a) Employees will earn sick leave at the rate of 2.08 hours for each week worked.

Sick leave can be accumulated to a maximum of two hundred and ten (210) days. Employees must use all sick leave before being permitted to take leave without pay for the purposes expressed in Section 18.2.

(b) An employee who uses less than forty-eight (48) hours of accrued sick leave during the twelve month period following any anniversary of his employment may, within thirty (30) days after the date of such anniversary, elect to convert from sick leave to vacation leave the number of hours representing the difference between the number forty-eight (48) and the number of sick leave hours used during the period. In the event that an employee uses no accrued sick leave during the twelve (12) month period following any anniversary of his employment, he/she may, within thirty (30) days after the date of such anniversary, elect to convert from sick leave to vacation leave sixty-four (64) hours of accrued sick leave. Provided, however, that sick leave conversion shall not be available for any employee whose vacation leave accrual is at the cap. The remaining hours of the employee's unused sick leave for that period shall be accumulated in the employee's sick bank. This conversion of sick leave to vacation leave is to be interpreted as an award for minimizing the use of sick leave in a previous full year.



18.2 (a) Sick leave is granted if the employee has a non-occupational personal illness or non-occupational physical incapacity to such an extent as to be rendered thereby unable to perform work.

(b) Sick leave may be used by an employee for attendance upon members of his immediate family of the employee whose illness requires such care. Immediate family is defined as parent, parent-in-law, wife, husband, children of wife or husband, or the employee's brother or sister.

(c) Sick leave may also be used for medical, dental, or eye treatment or examination where such treatment or examination is not available during off-duty hours. Whenever any employee requests sick leave pursuant to this subsection, the request shall be for the time that is reasonably necessary to clean up and travel to the physician's office, receive the examination, and travel back to work.

18.3 A probationary employee cannot use earned sick leave until such time as the employee has satisfactorily completed his probationary period.

18.4 (a) Whenever use of sick leave appears to be abused the employee may be required to furnish proof of the necessity for the absence. The Employer reserves the right to investigate all absences of employee and require the employee to furnish a physician's certificate. Any employee who does not furnish the certificate if required by the Employer shall not be permitted to return to

work. Any employee who falsely requests sick leave shall be subject to disciplinary action. This paragraph shall also apply to sick leave taken pursuant to paragraph 18.2(b).

(b) When the Employer suspects that an employee may be abusing sick leave, the Employer shall inform the Union. The Union and the Employer shall then counsel the employee.

(c) Abuse of sick leave by an employee shall be cause for disciplinary action, up to and including discharge.

18.5 The heirs of an employee shall, at the time of his death, be paid a lump sum amount equal to one hundred percent (100%) of his accumulated sick leave days not to exceed a maximum of one hundred (100) days. Such compensation shall be calculated on the basis of the employee's pay rate (base salary) at the time of his death.

18.6 When an employee leaves the employment of the Employer, his accumulated sick leave, not to exceed a maximum of one hundred (100) days, will be paid to said employee in a lump sum in accordance with the following schedule and limitations:

<b>Minimum Years of Full Time Continuous Employment with Employer</b>	<b>% of Accrued Sick Leave That Will Be Paid (To A Maximum of 100 Days)</b>
15 .....	50%
16 .....	60%

17	.....	70%
18	.....	80%
19	.....	90%
20	.....	100%

18.7 An employee who has been discharged for proper cause will not be paid his accumulated sick leave.

18.8 Once an employee provides the City with notice of his/her intent to resign from City employment, he/she shall not be permitted to use any accrued sick leave. However, the Employer may – in its sole discretion – allow employees to use accrued sick leave after providing the City with notice of his/her intent to resign if extraordinary circumstances exist.

**ARTICLE 19**  
**BEREAVEMENT**  
**LEAVE**

- 19.1 When a death occurs in the immediate family of an employee, that employee shall be granted forty (40) hours off without loss of pay or benefits. The Employer may, at its discretion, request appropriate documentation of the death and of the family relationship. The employee may use up to an additional forty (40) hours of his/her accrued sick leave to extend his/her bereavement leave. An employee taking leave pursuant to his paragraph may do so in one or two separate blocks (e.g., one period of leave of fifty (50) hours and then a second period of leave of thirty (30) hours) and must use all available bereavement leave within six (6) months of the death.
- 19.2 If the death occurs while the employee is on vacation, the five days bereavement leave will not be charged against vacation or holiday pay.
- 19.3 "Immediate family", as cited above, shall be defined as: father, mother, spouse, children, father-in-law, mother-in-law, brother, sister, grandparent, grandchild, grandparent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, stepfather, stepmother, stepchild, the employee's aunt or uncle or a relative in the immediate household of husband or wife.

**ARTICLE 20**

**MILITARY**

**LEAVE**

20.1 Employees who furnish satisfactory evidence of entry into the Armed Forces shall be granted a military leave of absence not to exceed the minimum required by law. The employee will, to the extent required by law, be reinstated to his former position or a position of like seniority, status, and pay upon release from active duty.

20.2 Employees in the Armed Forces Reserve or the National Guard who are ordered to serve an annual training period during the year shall be granted leave with pay for that period of training, not to exceed seventeen (17) working days, in accordance with Section 115.07, Florida Statutes.

**ARTICLE 21**  
**LEAVE WITHOUT PAY**

- 21.1 Subject to the City Manager's approval, an employee may be granted personal leave without pay for periods not to exceed twelve (12) months. However, no such leave shall be granted if the primary purpose is substitute employment. The City Manager may extend such leaves for sufficient reason. The employee will return to his same job, or equal position, at the applicable rate of pay in effect on the date he returns and with the seniority with which he began the leave of absence.
- 21.2 Maternity leave without pay shall be granted for the period of disability up to nine (9) months. The employee shall return to the same or equal position at the applicable rate of pay in effect on the date she returns and with the seniority with which she began maternity leave. Nothing herein shall be construed to prevent the use of accrued sick leave for maternity purposes.
- 21.3 Benefits will not accrue during any period an employee is on leave without pay beyond thirty (30) days.

## **ARTICLE 22**

### **SAFETY**

- 22.1 The safety of the employee 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 assigned duties. Supervisors and foreman shall be held strictly responsible for the enforcement of safety rules.
- 22.2 There shall be an advisory joint employer-union safety committee. The committee shall develop and recommend a standard set of safety rules and an effective safety program for all employees covered by this agreement. The committee shall be comprised of equal numbers of employees appointed by the City Manager and the Union. It is not the intention of either the Employer or the Union to use this committee or program for the purpose of creating work rules governing hours of work or conditions of employment. The committee shall not involve itself in disciplinary action. The advisory joint employer-union safety committee created by paragraph 22.2 is not the Joint Ad Hoc Safety and Health Committee created by City Resolution No. 79-11-43.

**ARTICLE 23**  
**LONGEVITY BONUS**

23.1 Employees will receive a longevity bonus annually in accordance with the following schedule.

<b><u>YEARS OF EMPLOYMENT</u></b>	<b><u>BONUS</u></b>
Over five years, but less than ten (10) years	Three percent (3%) of base
Ten (10) years and over, but less than fifteen (15) years	Four percent (4%) of base pay
Fifteen (15) years and over, pay but less than twenty (20) years	Six percent (6%) of base
Twenty (20) years and over, but pay less than twenty-five (25) years	Seven percent (7%) of base
Twenty-five years and over	Eight percent (8%) of base pay

23.2 The bonus shall be paid once a year in December, at the second pay period.

Entitlement to longevity bonus will be determined by the employee's anniversary of date of last continuous employment which occurs as of December 31 in the given calendar year. (e.g., if the commencement date of last continuous employment was January 1, 1978, as of December 31, 1982 that employee will not have earned longevity. Longevity for that employee will be earned as of December 31, 1983.) An employee must be employed by the Employer on December 31, in order to earn longevity pay for that year.

Employees who have received longevity pay but leave City employment before December 31 shall repay the Employer longevity pay received for that year, or have the amount withheld from their last paycheck.



**ARTICLE 24**  
**WAGES AND JOB CLASSIFICATION**

24.1 All bargaining unit members employed by the City on the ratification date of this Agreement shall receive a two and one half percent (2.5%) cost of living adjustment retroactive to October 1, ~~2018~~ ~~2016~~. All bargaining unit employees employed by the City on October 1, ~~2019~~~~2017~~ shall receive a ~~threetwo and one half~~ -percent (~~32.5~~%) cost of living adjustment on that date. Attached as Addendum D is the Salary Schedule for each job classification within the bargaining unit in effect from October 1, ~~2018~~~~2016~~ through September 30, ~~2020~~~~2018~~ (the "~~2018-2020~~~~2016-2018~~ Salary Schedule"). The ~~2018-2020~~~~2016-2018~~ Salary Schedule reflects the foregoing cost of living adjustments.

24.2 During the term of this Agreement, should the City provide the members of the bargaining unit represented by the Dade County Police Benevolent Association with an across the board wage increase and/or cost of living adjustment, the City will provide members of this bargaining unit with the same such increase and/or adjustment.

24.3 Probationary employees will be paid at the rate corresponding to Step 1. Except as provided in paragraph 8.6, regular employees will be paid at the rate corresponding to Step 2, or their present rate, whichever is greater. Except as provided in paragraph 8.6, regular employees who have been with the City for 10 years or more will be paid at the rate corresponding to step 3.

24.4 Wages shall be paid weekly on Friday and shall include all monies owed to the employees for the one (1) week pay period ending on the previous Sunday, 12:00 midnight. The Employer will make its best effort to make payroll checks available to employees by 11:00 a.m., Friday morning.

24.5 Effective October 1, 2000, each shift employee shall receive a shift differential added to his/her base rate of pay only when the employee works either Second or Third shift. The shift differential shall be as follows:

Second Afternoon shift	\$0.75 per hour
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Third Midnight shift	\$1.00 per hour
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This provision shall not apply to employees that voluntarily exchange schedules or shifts without prior approval of a supervisor in accordance with Article 11, paragraph 11.2.

24.6 Employees hired on or after January 16, 2007 must have their paychecks automatically deposited by the City to a bank account of the employee's own choice. The Employer will be required to furnish to the Human Resources Department a voided, blank check and fill out the appropriate Direct Deposit form.

## **ARTICLE 25**

### **INSURANCE**

25.1 Accident and sickness coverage will continue to be provided for the employees.

Coverage on the major medical portion is to be two hundred fifty thousand dollars (\$250,000.00) at no cost to employees.

25.2 Employees will contribute to their health insurance premiums as

follows: Individual Coverage – Ten Dollars (\$10.00) per week

Dependent Coverage – Fifty Dollars (\$50.00) per week

25.3 The Employer will purchase group life insurance for employees as follows:

A. Normal Benefit--\$10,000.

B. Accidental Death Benefit--\$20,000.

Accidental death benefit for the following position titles, if employee killed on the job -- \$60,000:

Apparatus Repairman;  
Auto Mechanic I, II & III;  
Automotive Parts Technician;  
Building Maintenance Foreman;  
Building Maintenance Technician I & II;  
Building Maintenance Worker I & II;  
Electrician;  
Electrician Apprentice;  
Electrician Helper;  
Instrument and Control Technician;  
Journeyman Lineman;  
Laborer II;  
Line  
Foremen;  
Lineman Apprentice I, II, III;  
Lineman Helper;  
Maintenance Mechanic I &  
II; Meter Technician I & II;

Meter Serviceman/Collector  
Meter Serviceman/Collector II;  
Plant Foreman;  
Plant Mechanic I, II, III & IV;  
Plant Operator I, II, III, IV & V;  
Senior Auto Mechanic;  
Senior Instrument Control Technician;  
Senior Laborer II;  
\*Senior Load Dispatcher;  
Senior Plant Mechanic;  
Senior Relay Technician;  
Senior Substation Engineering Technician;  
Stormwater Foreman;  
Street Maintenance Technician I, II, III &  
IV; Streets Foreman;  
Treatment Facility Operator I & II;  
Treatment Facility Operator Trainee;  
Troubleman;  
Utilities Locator;  
Water/Wastewater Foreman;  
Water/Wastewater Technician.

The foregoing coverage amounts are not cumulative, and are exclusive of workers' compensation benefits.

*\*The Sr. Load Dispatcher has certain responsibilities over the electrical protection scheme and will occasionally be required to enter substations (the Load Dispatchers do not have this responsibility).*

**ARTICLE 26**  
**PERSONNEL RECORDS**

- 26.1 Any employee has the right to inspect and examine his official personnel records at any reasonable time, under reasonable conditions, and under supervision by the custodian of the records or his designee.
- 26.2 "Official personnel records" include all documents, wherever located, contained in an employee's official personnel file.
- 26.3 The Employer agrees that an employee's official personnel records shall not be withheld from that individual employee if he requests to inspect or examine them.
- 26.4 The custodian shall furnish copies of the records to the employee upon request and upon payment of the actual cost of duplication of the copies.
- 26.5 All employee personnel records shall be kept and maintained by the Employer in accordance with the provisions of Chapter 119, Florida Statutes, and the Public Records Act.
- 26.6 Records of disciplinary action in an employee's file for more than eighteen (18) months shall not be used as a basis for subsequent disciplinary action.

**ARTICLE 27**  
**VEHICLES AND EQUIPMENT**

27.1 Whenever an employee feels that the vehicle to which he has been assigned is unsafe, the employee shall complete a memorandum specifying in detail the reasons why he feels the vehicle is unsafe. The memorandum will be submitted immediately to the shift supervisor on the day shift for his consideration. The shift supervisor may have the vehicle inspected by a City mechanic. No vehicle may be dead-lined without the approval of the shift supervisor. Any disputes regarding vehicle safety shall be finally resolved by the City Manager.

## **ARTICLE 28**

### **TRAINING**

#### 28.1 Joint Apprentice Training Program

- a. The Employer and Union acknowledge the existence of a Joint Apprentice Training program for journeyman linemen and journeyman electricians. The Apprentice Instructors will be paid for overtime hours worked for teaching/instructing in the apprentice program. However, these overtime hours will not be added or included in the call-out overtime hours for the purposes of offering overtime for the races, special events or travel assignments, or in preparing the overtime lists.
- b. Should an employee voluntarily terminate from the City within one (1) year after the date on which he/she completes the Joint Apprentice Training Program, the City will deduct from the employee's pay the full cost of the Program, not to exceed ten thousand dollars (\$10,000.00).
- c. In the event the employee fails to reimburse the City as provided in 28.1b. above and the City requires the services of any attorney to collect any of the said amounts, such attorneys' fees and court fees will be added to the amounts owed by the employee to the City.

#### 28.2 Training and Education Policy

##### a. Education Reimbursement Policy

###### 1. Purpose

The City provides tuition assistance to increase employee effectiveness

and operational efficiency, and to assist employees in preparing themselves for positions of increasing difficulty and responsibility. Except where such training is required, employee participation in college level programs is voluntary. Training meetings and courses must be held or attended on the employee's own time. Prior approval must be obtained to ensure reimbursement under this policy upon completion of the course.

## 2. Eligibility

- a. Reimbursement is available to any regular, full-time employee who has been employed by the City for at least one (1) year and has successfully completed their probationary period.
- b. The course of instruction or degree sought must be directly related to the employee's field of work and, in the judgment of the employee's department director, increase the employee's potential contribution to the City.
- c. Disciplinary action (written reprimand or above) may suspend the employee's eligibility for benefits under this policy. In this event, eligibility for benefits will be determined by the department director in conjunction with the Director of Human Resources.
- d. There will be no duplicate payments for the same course. If the course or training is reimbursable under another program, i.e., Veterans Administration, scholarships, grants or any other forms of assistance, etc., the provisions of the City's Education Reimbursement do not apply.



- e. An employee who is laid off, through no fault of the employee, after the employee begins a pre-approved course, will not affect eligibility for tuition reimbursement benefits for that semester.
- f. Tuition reimbursement will apply only to tuition cost. Reimbursement will not cover application fees, professional licenses, or testing of any kind unless required by the employee's position and job responsibilities. Eligibility for Tuition Reimbursement and approval for payment lies with the Director of Human Resources.

### 3. Reimbursement

- a. Approval for coursework must be obtained prior to the start of the course. Coursework must be from an accredited college or university. No correspondence courses will be approved.
- b. The cost of the course will initially be paid by the employee.
- c. To receive reimbursement, the employee must, within thirty (30) calendar days after published course completion date, provide the Department of Human Resources with receipts of tuition and evidence of satisfactory completion of courses taken from the accredited education institution.
- d. Tuition reimbursement will be paid at the rate of one hundred percent (100%) for completion of courses with a grade of A or B; seventy five (75%) for completion of course with a grade of C; no reimbursement for completions of courses with a grade less than C or a withdrawal or incomplete mark. If courses are graded by the pass/fail

criteria, the employee must obtain a passing grade.

- e. The City will also reimburse up to fifty dollars (\$50.00) per course for books. The book costs will be reimbursed for grades of C or above except for graduate level work where a grade B or above must be obtained.
- f. Reimbursement is limited to six (6) undergraduate credit hours per semester or six (6) graduate credit hours per semester. Tuition reimbursement will not exceed the tuition rates set forth by the State of Florida University System at the time of enrollment, regardless of the employee's election to attend a private university or college.
- g. An employee may appeal any eligibility decision to the City Manager. The appeal must be in writing and submitted to the City Manager within thirty (30) calendar days of the date the employee received the decision.
- h. A new pre-approval form must be submitted for each session, quarter, semester or other applicable period.
- i. Involuntary termination of employment by dismissal, prior to completion of the course will make the employee ineligible for reimbursement.
- j. Should an employee voluntarily terminate from the City within one (1) year after the most recent published course completion date, the City will deduct from the employee's final paycheck the full tuition reimbursement.

- k. In the event the employee fails to reimburse the City as provided above and the City requires the services of an attorney to collect any of the said amounts, such attorney's fees and court fees will be added to the amounts owed by the employee to the City.

#### 4. Approval

- a. Applications to participate in the program must be submitted by the employee to his department director and approved by the Director of Human Resources in advance of each course taken (applications are available in the Department of Human Resources).
- b. Employees will be notified of approval or disapproval. If a request is modified or disapproved, an explanation will be provided.
- c. Blanket approval will not be given for a series of courses. Approval must be sought for each course taken.

**ARTICLE 29**  
**PENSIONS**

29.1 The Employer shall continue to maintain the City of Homestead General Employees' Retirement Plan (the "Plan") for all regular, full-time general employees employed by the Employer prior to April 1, 2009, as codified in Chapter 22.5 "Retirement Plan," Article III "General Employees' Retirement Plan," of the City's Code. The Plan, as specified in more detail in the City's Code, shall consist of the following:

- a. One (1) member of the bargaining unit, selected by the Union subject to the approval of the City Council, shall serve as a member of the Administrative Committee of the City of Homestead General Employees' Retirement Plan (the "Plan"). If the City Council does not approve the Union's selection, the Union may select another member of the bargaining unit to serve on said Administrative Committee, subject to the approval of the City Council. All persons selected to serve on said Administrative Committee must be participants in the Plan.
- b. The Employer and the Union agree to increase the pension benefit to three percent (3%) and each employee shall continue to contribute four percent (4%) of his/her compensation to the Plan.
- c. The calculation of the final average earnings of any employee who retires after the effective date of this Agreement, shall include an average of the employee's longevity bonus for the five (5) years preceding retirement. The City shall amend the definition of final average earnings in the Plan to reflect

this change to the employee's final average earnings.

- d. On May 19, 2003, the City implemented a Rule of 68 retirement option.
- e. Effective October 1, 2001, the City implemented a five (5) year deferred retirement option plan ("DROP Plan"). Effective August 4, 2003, the DROP Plan was extended from a five (5) year to an eight (8) year option.

29.2 Employees hired on or after April 1, 2009 shall not participate in the Plan. The City shall offer these employees a Defined Contribution Plan in accordance with Section 401(a) of the Internal Revenue Code. The City, at its sole discretion, shall select the Plan Administrator as well as make all choices necessary to establish the Defined Contribution Plan with the following parameters:

- a. Employees hired on or after April 1, 2009 who elect to participate in the Defined Contribution Plan may contribute pre-tax money to their account up to the annual maximum established by the Internal Revenue Service.
- b. The City shall make a contribution to the employee's account that matches the employee's contribution, but which is capped at eight percent (8%) of an employee's annual base pay.
- c. Employees shall vest twenty percent (20%) per year of service with full vesting after the completion of five (5) years of service.

**ARTICLE 30**  
**DRUG & ALCOHOL TESTING POLICY**

30.1 The City of Homestead, Florida (the “City”), strives to provide a safe, healthful and productive work environment for its employees by maintaining a Drug and Alcohol Free Workplace Program as defined and governed by Florida Statutes - § 440.101 Legislative Intent and § 440.102 Drug Free Workplace Requirements, the Agency for Health Care Administration, Chapter 59A-24, Florida Administrative Code, Drug-Free Workplace Standards, as well as the Federal Drug Free Workplace Acts of 1988 and 1989. The City maintains a zero tolerance for illicit drug or alcohol usage, possession or sale by its employees.

30.2 This Policy prohibits the use, sale, distribution, manufacture or possession of alcohol, drugs or related paraphernalia or being under the influence of alcohol and/or drugs to the extent of possible impairment, defined as having bodily concentrations exceeding the threshold levels metabolites of any of the drugs or alcohol listed below, while on City premises or worksites, or anytime while operating City vehicles, whether resulting from usage on or off the job, unless prescribed by a licensed physician:

Amphetamines	1,000 ng/mL
Barbiturates	300 ng/mL
Benzodiazepines	300 ng/mL
Cocaine	300 ng/mL
Cannabinoids (Marijuana)	50 ng/mL
Methadone	300 ng/mL
Methaqualone	300 ng/mL
Opiates (Heroin, Morphine, Codeine)	2,000 ng/mL
Phencyclidine (PCP)	25 ng/mL

Propoxyphene  
Alcohol (Ethanol)

300 ng/mL  
0.02 g%

- 30.3 Following a conditional offer of employment by the City, applicants chosen for jobs in predetermined departments and positions will be required to take and pass a drug test. Present employees will be tested for all or some of the above drugs and/or alcohol under the following circumstances: a) Reasonable suspicion/cause, b) Post accident/injury, c) Return to duty and follow up after an employee returns from a drug treatment or counseling program and d) As part of a routine fitness for duty examination when required by the City, and e) Random/unannounced testing as supported by § 440.102(4)(b).
- 30.4 When employees are selected for random drug testing, they will be selected from two (2) different pools of employees due to Federal Regulation, 49 CFR Section 382.05 (2004), governing CDL operators only.
- 30.5 Refusal to submit to testing upon request, for any of the reasons authorized by the rules and laws, shall subject the employee to immediate discharge for cause and denial of Workers' Compensation and Unemployment benefits.
- 30.6 Analysis of specimens will be performed only by laboratories licensed or certified by the State of Florida, Agency for Health Care Administration (AHCA) or the Federal Substance Abuse and Mental Health Services Administration (SAMHSA), utilizing qualified sites and employing collectors trained to follow authorized

collection protocols and properly maintain legal specimen chain-of- custody.

30.7 A Certified Medical Review Officer (MRO) shall review all negative and confirmed positive laboratory reports. Positive results shall only be reported to the City after the MRO has ascertained that personal prescriptions or other legal substances do not account for the laboratory findings. Investigations may include, as appropriate, telephone contact with the employee and any prescribing physicians. Employees may consult the City appointed Medical Review Officer concerning drugs and/or drug groups that may be tested for under this policy.

30.8 A positive testing employee will be given a "Notice of Positive Drug Test Result" letter containing both the laboratory and Medical Review Officer's telephone numbers as well as pertinent information concerning the drug test result challenge/appeal process. Within five (5) working days of receiving written notice of a confirmed positive test result which has been verified, employees may submit information to the City and/or Medical Review Officer explaining or contesting the test results. If the City disagrees with the employee's position, within fifteen (15) days of receipt of a formal challenge of test results, the City will respond. If the employee wishes to maintain the challenge, within thirty (30) days of receipt of the City's written response, the employee may appeal to a Court of competent jurisdiction and/or a Judge of Compensation Claims (if a workplace injury has occurred). Upon initiating a challenge, it shall also be the employee's responsibility to notify the testing laboratory which must retain the specimen until the case is settled.



30.9 All information, including interviews, reports, statements, memoranda, and drug test results, written or otherwise, received by the City, drug testing laboratories, Medical Review Officer, Employee Assistance Program drug and alcohol rehabilitation providers, and their agents who receive or have access to information concerning drug test results originating from testing performed in conjunction with this Policy, is to be treated as confidential communicators. Such information may not be used or received in evidence, obtained in discovery, or disclosed in any public or private proceedings unless release, including consultation with legal counsel, is required to defend related civil or administrative matters such as determining compensability under Chapter 440, Florida Statutes, or unless such release is compelled by a hearing officer or court of competent jurisdiction pursuant to an appeal taken under this section, or unless deemed appropriate by a professional or occupational licensing board in a related discharge proceeding. Release of such information under any circumstances other than as set forth herein above, shall be pursuant to a written consent form signed voluntarily by the person tested. Information on drug test results shall not be released or used in any criminal proceeding against the employee or job applicant and if released contrary to this section, the information shall be inadmissible as evidence in any such criminal proceeding.

30.10 Nothing in this Drug-Free Workplace policy is intended to prohibit the prescribed use of legally obtained medications which may contain controlled substances within the Drugs or Drug Groups tested for in this policy. Because of potentially impairing side-effects which could endanger the employee, coworkers, or the public, upon being prescribed such medications all employees are to contact their supervisor before they report for duty. Their supervisor will determine which duties (if any) the employee may perform while taking the impairing or potentially impairing medication(s). If the contents or impairing effects of prescribed or over-the-counter medications are not known, a current listing of tested for drugs/drug groups detailed by brand or common names will be given to each employee and also posted by the City for tolerance.

Employees may contact the Human Resources Department or the City's Medical Review Officer to ask questions concerning medications they are taking.

30.11 To discourage the use and/or distribution of illegal drugs or alcoholic beverages in the workplace, upon reasonable suspicion, searches for alcohol drugs or paraphernalia may be conducted on the City's property or worksites of areas accessible to employees, including, but not limited to, City owned vehicles, equipment tool boxes, lockers, desks, etc. Discovered illegal items will be referred to law enforcement for disposition.

### 30.12 Disciplinary Consequences for Positive Test Results

(a) An employee covered by this Agreement who tests positive for illegal drug as listed previously herein must meet the following conditions for reinstatement:

- (1) An unpaid suspension from employment for a two (2) week period.
- (2) Completion of an Employee Assistance Program or Substance Abuse Program approved by the City.
- (3) Employees who are absent from work beyond the required two (2) week suspension and who continue to be absent due to treatment requirements will be placed in a “no-pay” status or they may utilize their accrued vacation leave.
- (4) A negative test must be achieved in order for there to be a reinstatement. The employee who had a positive test result and is then reinstated at his/her former position by the City is subject to further random drug testing for the next twelve (12) month period at a frequency rate to be determined by the City.
- (5) The employee who had a positive drug test result and is reinstated must sign a Last Chance Agreement which will specify immediate discharge on a second positive drug test.

(b) An employee covered by this Agreement who tests positive for alcohol must meet the following conditions for reinstatement.

- (1) Completion of an Employee Assistance Program or Substance Abuse Program approved by the City.

- (2) Employees who are absent from work due to treatment requirements will be placed in a “no-pay” status or they may utilize their accrued vacation leave.
- (3) A negative test must be achieved in order for there to be a reinstatement. The employee who had a positive test result and is then reinstated at his/her former position by the City is subject to further random alcohol testing for the next six (6) month period at a frequency rate to be determined by the City.
- (4) The employee who had a positive alcohol test result and is reinstated must sign a Last Chance Agreement which will specify immediate discharge on a second positive alcohol or drug test.

30.13 Despite the disciplinary consequences stated in 30.12, employees will be dismissed for reasons normally attributed to termination of employment regardless of this drug and alcohol testing program and employees can not use Article 30 of this Agreement to halt normal disciplinary consequences up to and including termination for being found to have engaged in workplace misconduct.

30.14 Any employee covered by this Agreement may self-identify that they have a substance abuse problem for only one (1) time during the course of their employment with the City. If an employee self-identifies a dependency problem, through either the Human Resources Department or the City’s Assistance Program provider, the City will pay for the initial assessment meeting with the EAP

substance abuse professional. The EAP will coordinate with the City's health insurance company for follow-up treatments. Self-identifications can not be made when an employee is told they are either subject to a random substance abuse test or post accident/injury substance abuse test.

**ARTICLE 31**  
**DURATION AND ZIPPER CLAUSE**

31.1 This agreement, upon approval and ratification, and unless specifically provided otherwise, shall become effective as of the date of execution by both parties and shall remain in full force and effect through September 30, ~~2018~~ 2020 and shall continue thereafter in full force and effect from year to year unless not less than ninety (90) days prior to the anniversary date above, or any anniversary date thereafter, either party gives notice in writing to the other of its desire to terminate this agreement. Either party desiring to negotiate a successor collective bargaining agreement, shall notify the other party of such desire at least ninety (90) days prior to the anniversary date. After receipt of such notice, negotiations shall commence as soon as possible.

31.2 This Agreement contains the entire contract, understanding, undertaking and agreement of the parties hereto and finally determines and settles all matters of collective bargaining for and during its term, except as may be otherwise provided herein.

**IN WITNESS WHEREOF**, the Employer and the Union have caused these presents to be executed in their names and behalf by their proper duly authorized officials, this \_\_\_\_\_ day of \_\_\_\_\_, ~~2019~~2017.

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 359 MIAMI, FLORIDA**

**CITY OF HOMESTEAD, FLORIDA  
100 CIVIC COURT  
HOMESTEAD, FLORIDA 33030**

**FOR THE UNION:**

**FOR THE EMPLOYER:**

\_\_\_\_\_  
Doug Sawyer  
President, Local 359, IBEW

\_\_\_\_\_  
George D. Gretsas  
City Manager

\_\_\_\_\_  
Gary L. Shafer  
Chairman, Local 359-2, IBEW

\_\_\_\_\_  
Vivian Mañach  
Director of Human Resources

\_\_\_\_\_  
Izaak L. Torres  
Vice Chairman, Local 359-2, IBEW

\_\_\_\_\_  
~~Milton R. Collins, Esq.~~~~Brett J. Schneider, Esq.~~  
City Labor Counsel

**ATTEST:**

**ADDENDUM A**  
**GRADE AND TITLE**

<b><u>GRADE</u></b>	<b><u>TITLE</u></b>
1	NONE
2	NONE
3	RECREATION LEADER I
4	BILLING TECHNICIAN I CUSTODIAN DRIVER CUSTODIAN LABORER II
5	CLERK III DATA ENTRY CLERK MAINTENANCE CUSTODIAN RECREATION LEADER II SECRETARY II
6	BILLING TECHNICIAN II CASHIER II CUSTOMER SERVICE CLERK I EQUIPMENT OPERATOR I MEDIUM TRUCK DRIVER NEW ACCOUNTS REPRESENTATIVE PERMIT CLERK SWITCHBOARD OPERATOR
7	SENIOR LABORER II STREET MAINTENANCE TECHNICIAN I
8	BILLING TECHNICIAN III CUSTOMER SERVICE CLERK II METER READER PLANT OPERATOR I <u>POLICE DISPATCHER TRAINEE</u> PUBLIC SERVICE WORKER I SENIOR PERMIT CLERK WAREHOUSE CLERK ZONING CLERK



- 9 AUTO MECHANIC I  
EQUIPMENT OPERATOR II  
CODE COMPLIANCE OFFICER – NO CERTIFICATION  
LINEMAN HELPER  
MAINTENANCE MECHANIC I  
PLANT MECHANIC I  
POLICE DISPATCHER I <sup>2</sup>  
STREET MAINTENANCE TECHNICIAN II  
TRUSTEE SERVICES SPECIALIST
- 10 BUILDING MAINTENANCE TECHNICIAN II  
BUILDING MAINTENANCE WORKER I  
IRRIGATION TECHNICIAN  
LICENSING TECHNICIAN  
LICENSING/ZONING TECHNICIAN  
METER SERVICEMAN/COLLECTOR  
PARKS REPAIR SPECIALIST  
POLICE DISPATCHER II <sup>1</sup>  
PUBLIC SERVICE WORKER II
- 11 BUILDING MAINTENANCE WORKER II  
CODE COMPLIANCE OFFICER – LEVEL I CERTIFICATION  
EQUIPMENT OPERATOR III  
MAINTENANCE MECHANIC II  
METER TECHNICIAN TRAINEE  
SENIOR WAREHOUSE CLERK  
STREET MAINTENANCE TECHNICIAN III
- 12 AUTOMOTIVE PARTS TECHNICIAN  
CODE COMPLIANCE OFFICER – LEVEL II CERTIFICATION  
EQUIPMENT OPERATOR IV  
LINEMAN APPRENTICE I  
POLICE DISPATCHER III <sup>3</sup>  
PLANT OPERATOR II  
PUBLIC SERVICE WORKER III  
STREET MAINTENANCE TECHNICIAN IV  
TREATMENT FACILITY OPERATOR TRAINEE
- 13 APPARATUS REPAIRMAN I  
AUTO MECHANIC II  
CODE COMPLIANCE OFFICER – LEVEL III CERTIFICATION  
CODE COMPLIANCE/ANIMAL CONTROL OFFICER  
ENVIRONMENTAL CONTROL INSPECTOR

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<sup>2/</sup> Automatic promotion to Police Dispatcher II or III after 12 months.

<sup>3/</sup> To qualify, candidate must have 24 months experience as a Police Dispatcher, not necessarily with Employer.

- FOREMAN I  
METER SERVICEMAN/COLLECTOR II  
PARKS REPAIR SPECIALIST II  
PUBLIC SERVICE WORKER IV
- 14 CODE COMPLIANCE OFFICER – LEVEL IV CERTIFICATION  
LINEMAN APPRENTICE II  
PLANT MECHANIC II  
POLICE DISPATCHER IV
- 15 AUTO MECHANIC III <sup>4</sup>  
BUILDING MAINTENANCE FOREMAN  
METER TECHNICIAN I  
POLICE DISPATCHER V  
PUBLIC SERVICE WORKER FOREMAN  
STORMWATER FOREMAN  
STREETS FOREMAN  
TREATMENT FACILITY OPERATOR I  
UTILITIES LOCATOR  
WASTEWATER FOREMAN  
WASTEWATER TECHNICIAN  
WATER FOREMAN  
WATER TECHNICIAN
- 16 APPARATUS REPAIRMAN II  
BENEFITS COORDINATOR <sup>5</sup>  
LINEMAN APPRENTICE III  
PLANT OPERATOR III  
SENIOR MECHANIC  
TREATMENT FACILITY OPERATOR II
- 17 ELECTRICAL INSPECTOR  
INSPECTOR  
MECHANICAL INSPECTOR  
METER TECHNICIAN II  
PLANT OPERATOR IV <sup>6</sup>  
PLUMBING INSPECTOR

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<sup>4</sup>/ To qualify, candidate must have 24 months experience as Auto Mechanic I and/or II, not necessarily with Employer.

<sup>5</sup>/ The position of Benefits Coordinator shall remain in the bargaining unit for so long as the employee currently employed in that position is so employed. After the employee currently employed as Benefits Coordinator leaves that position, the position shall be excluded from the bargaining unit unless the duties of the position change so as to require its inclusion in the bargaining unit as determined by the Public Employees Relations Commission (PERC).

<sup>6</sup>/ Must be Foreman-qualified.

18	APPARATUS REPAIRMAN III LAB TECHNICIAN PLANT MECHANIC III
19	JOURNEYMAN ELECTRICIAN I PLANT OPERATOR V <sup>7</sup> PLANT MECHANIC IV <sup>8</sup>
20	BUILDING INSPECTOR
21	INSTRUMENT & CONTROL TECHNICIAN OPERATIONS FOREMAN SENIOR PLANT MECHANIC
22	JOURNEYMAN ELECTRICIAN II JOURNEYMAN LINEMAN SENIOR OPERATIONS FOREMAN SENIOR RELAY TECHNICIAN
23	SENIOR INSTRUMENT & CONTROL TECHNICIAN TROUBLEMAN <sup>9</sup>
24	(NO POSITION IDENTIFIED)
25	LINE FOREMAN <sup>9</sup> LOAD DISPATCHER SENIOR SUBSTATION ENGINEERING TECHNICIAN
26	SENIOR LOAD DISPATCHER

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<sup>7</sup>/ Must be Dispatcher and Foreman-qualified.

<sup>8</sup>/ Candidate must have been a Plant Mechanic III for a minimum of 5 years and must be able to troubleshoot, diagnose problems, and possess specialty skills required for position.

<sup>9</sup>/ Must have served as Journeyman Lineman for a minimum of 12 months.

<sup>9</sup>/ Must have 5 years experience as a Journeyman Lineman.

**ADDENDUM B**  
**GRIEVANCE FORM**

Grievant \_\_\_\_\_ Job Title \_\_\_\_\_

Work Location \_\_\_\_\_ Date of Incident \_\_\_\_\_

Immediate Supervisor \_\_\_\_\_ Job Title \_\_\_\_\_

Management violations of the Collective Bargaining Agreement:

Article \_\_\_\_\_ Section \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Article \_\_\_\_\_ Section \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Issue in the incident: \_\_\_\_\_

\_\_\_\_\_

Remedy requested: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Union Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**ADDENDUM D**  
**SALARY SCHEDULE – 5% between Steps**  
**IBEW PERSONNEL**

**Effective 10/1/~~2018~~2016 through 9/30/~~2019~~2017**  
**2.5% COLA INCREASE AS PER AGREEMENT**

\*Step 3 can only be reached after 10 years of service as per Agreement

GRADE	STEP 1		STEP 2		STEP 3*	
	Hourly	Annually	Hourly	Annually	Hourly	Annually
1	12.79	26,603.20	13.43	27,933.36	14.10	29,330.03
2	13.43	27,933.36	14.10	29,330.03	14.81	30,796.53
3	14.10	29,330.03	14.81	30,796.53	15.55	32,336.36
4	14.81	30,796.53	15.55	32,336.36	16.32	33,953.17
5	15.55	32,336.36	16.32	33,953.17	17.14	35,650.83
6	16.32	33,953.17	17.14	35,650.83	18.00	37,433.37
7	17.14	35,650.83	18.00	37,433.37	18.90	39,305.04
8	18.00	37,433.37	18.90	39,305.04	19.84	41,270.29
9	18.90	39,305.04	19.84	41,270.29	20.83	43,333.81
10	19.84	41,270.29	20.83	43,333.81	21.88	45,500.50
11	20.83	43,333.81	21.88	45,500.50	22.97	47,775.53
12	21.88	45,500.50	22.97	47,775.53	24.12	50,164.30
13	22.97	47,775.53	24.12	50,164.30	25.32	52,672.52
14	24.12	50,164.30	25.32	52,672.52	26.59	55,306.14
15	25.32	52,672.52	26.59	55,306.14	27.92	58,071.45
16	26.59	55,306.14	27.92	58,071.45	29.31	60,975.02
17	27.92	58,071.45	29.31	60,975.02	30.78	64,023.77
18	29.31	60,975.02	30.78	64,023.77	32.32	67,224.96
19	30.78	64,023.77	32.32	67,224.96	33.94	70,586.21
20	32.32	67,224.96	33.94	70,586.21	35.63	74,115.52

<b>21</b>	33.94	70,586.21	35.63	74,115.52	37.41	77,821.30
<b>22</b>	35.63	74,115.52	37.41	77,821.30	39.28	81,712.36
<b>23</b>	37.41	77,821.30	39.28	81,712.36	41.25	85,797.98
<b>24</b>	39.28	81,712.36	41.25	85,797.98	43.31	90,087.88
<b>25</b>	41.25	85,797.98	43.31	90,087.88	45.48	94,592.27
<b>26</b>	43.31	90,087.88	45.48	94,592.27	47.75	99,321.89

**ADDENDUM D  
SALARY SCHEDULE – 5% between Steps**

**IBEW PERSONNEL**

**Effective 10/1/~~2019~~2017 through 9/30/~~2020~~2018**

**~~3.5~~ % COLA INCREASE AS PER AGREEMENT**

\*Step 3 can only be reached after 10 years of service as per Agreement

GRADE	STEP 1		STEP 2		STEP 3*	
	Hourly	Annually	Hourly	Annually	Hourly	Annually
1	13.17	27,393.60	13.83	28,763.28	14.52	30,201.44
2	13.83	28,763.28	14.52	30,201.44	15.25	31,711.52
3	14.52	30,201.44	15.25	31,711.52	16.01	33,297.09
4	15.25	31,711.52	16.01	33,297.09	16.81	34,961.95
5	16.01	33,297.09	16.81	34,961.95	17.65	36,710.04
6	16.81	34,961.95	17.65	36,710.04	18.53	38,545.55
7	17.65	36,710.04	18.53	38,545.55	19.46	40,472.82
8	18.53	38,545.55	19.46	40,472.82	20.43	42,496.46
9	19.46	40,472.82	20.43	42,496.46	21.45	44,621.29
10	20.43	42,496.46	21.45	44,621.29	22.53	46,852.35
11	21.45	44,621.29	22.53	46,852.35	23.65	49,194.97
12	22.53	46,852.35	23.65	49,194.97	24.83	51,654.72
13	23.65	49,194.97	24.83	51,654.72	26.08	54,237.45
14	24.83	51,654.72	26.08	54,237.45	27.38	56,949.33
15	26.08	54,237.45	27.38	56,949.33	28.75	59,796.79
16	27.38	56,949.33	28.75	59,796.79	30.19	62,786.63
17	28.75	59,796.79	30.19	62,786.63	31.70	65,925.96
18	30.19	62,786.63	31.70	65,925.96	33.28	69,222.26
19	31.70	65,925.96	33.28	69,222.26	34.94	72,683.38
20	33.28	69,222.26	34.94	72,683.38	36.69	76,317.54



<b>21</b>	34.94	72,683.38	36.69	76,317.54	38.53	80,133.42
<b>22</b>	36.69	76,317.54	38.53	80,133.42	40.45	84,140.09
<b>23</b>	38.53	80,133.42	40.45	84,140.09	42.47	88,347.10
<b>24</b>	40.45	84,140.09	42.47	88,347.10	44.60	92,764.45
<b>25</b>	42.47	88,347.10	44.60	92,764.45	46.83	97,402.68
<b>26</b>	44.60	92,764.45	46.83	97,402.68	49.17	102,272.81