



**AGENDA**  
**CITY COMMISSION SPECIAL MEETING**  
**CITY HALL COMMISSION CHAMBER**  
**TUESDAY, SEPTEMBER 29, 2015 - 6:00 PM**

**1. ROLL CALL:**

**2. PLEDGE OF ALLEGIANCE:** Led by Vice Mayor Scott Maxwell

**3. NEW BUSINESS:**

- A. Ratification of a collective bargaining agreement with the International Brotherhood of Electrical Workers Local 359-3 (IBEW)
- B. Renew insurance policies with Plastridge Agency for special events liabilities and through Public Risk Insurance Agency for property, liability, and workers' compensation insurance coverage for Fiscal Year 2016
- C. Agreement with Ben Few & Company, Inc. for full-time risk management consulting services

**4. ADJOURNMENT:**

If a person decides to appeal any decision made by the board, agency or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (F.S. 286.0105)

**NOTE: ONE OR MORE MEMBERS OF ANY BOARD, AUTHORITY OR COMMISSION MAY ATTEND AND SPEAK AT ANY MEETING OF ANOTHER CITY BOARD, AUTHORITY OR COMMISSION.**



**AGENDA DATE:** September 29, 2015, Special Meeting

**DEPARTMENT:** Human Resources

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**EXECUTIVE BRIEF**

**TITLE:**

Ratification of collective bargaining agreement between City and International Brotherhood of Electrical Workers Local 359-3 (“IBEW”).

**SUMMARY:**

After engaging in collective bargaining and reaching tentative agreements on multiple provisions, members of IBEW Local 359-3 ratified the terms to be included in the collective bargaining agreement proposed to be effective October 1, 2015 through September 3, 2018.

**BACKGROUND AND JUSTIFICATION:**

The most recent collective bargaining agreement expired on September 30, 2013. Since that time, the terms and conditions set forth in the expired agreement were “status quo” and the parties have been operating under the prior agreement. The parties engaged in active negotiations and reached tentative agreements on multiple provisions that modify the prior contract. The changes are attached in the Summary of Collectively Bargained Terms.

Also attached is the new proposed Collective Bargaining Agreement in both “track changes” and a “clean” final version.

Staff recommends approval and ratification of the Collective Bargaining Agreement with IBEW Local 359-3.

**MOTION:**

I move to approve and ratify/not approve the Collective Bargaining Agreement with IBEW Local 359-3.

**ATTACHMENT(S):**

1. Fiscal Impact Analysis – not applicable
2. Summary of Collectively Bargained Terms
3. Collective Bargaining Agreement with IBEW Local 359-3 (“Clean” final)
4. Collective Bargaining Agreement with IBEW Local 359-3 (“track changes)
5. IBEW Certification of Ratification by Majority Vote of Members

**City of Lake Worth  
And  
International Brotherhood of Electrical Workers Local 359-3**

**Summary of Collectively Bargained Terms**

<b>Article</b>	<b>Section</b>	<b>Subject</b>	<b>Description</b>
1	1.03	General Conditions/Term	Term is October 1, 2015-September 30, 2018; status quo prior to ratification by parties; no retroactivity
	1.04	General Conditions; Amendments	Term ends September 30, 2018
6	6.02 (B)	Filling of Vacancies; Temporary Transfers	Employees temporarily transferred shall receive the maximum pay rate of the job, if such rate is higher. If the pay rate is lower, the employee shall receive the pay he/she had before the transfer.
9	9.02 (new section)	Attendance; Trouble Department Schedule	Prior MOU was inserted into contract as part of Article 9. Troubleman schedule provides 11 and 12 hour shifts for seven days from 6a until 5p/6p and from 6p until 5a/6a. This schedule contemplates one 4-day workweek of 11 hour shifts each day and one 3-day work week of 12-hour shifts each day. Sample schedule is included.
	9.03 (renumbered from 9.02)	Attendance; Shift Work/Shift Differential	Shift Work/Shift Differential. Second shift employees will receive \$1.00/hour differential in pay (was 75¢). Third shift will received \$1.25 per hour differential in pay (was \$1.00). Night Troublemens will receive \$1.25 per hour of differential pay in lieu of the second shift and/or third shift payments.
	9.04 (renumbered from 9.03)	Attendance; Overtime	In addition to holidays and jury duty, vacation leave and sick leave shall be considered time worked for overtime purposes. Additionally, if an employee is required to work on the next calendar day after his/her return from military leave, and that day would ordinarily have been a scheduled day-off for the employee, then the employee shall be compensated at 1 ½ times his/her base hourly rate for all hours actually worked that day.

	9.05 (C) (renumbered from 9.04)	Attendance; Callback Time	1. (a) Employees required to actively work 8 hours of the 15 hours immediately prior to their regularly scheduled hours of work shall be paid 1 ½ times the regular rate of pay at the scheduled hours of work if required to work. If management determines the employee may be released from duty prior to the end of the scheduled hours of work, the employee shall be paid straight time for the remainder of the scheduled work day. (b) An employee who actively works 16 continuous hours will be entitled to 8 hours of rest and shall be paid double-time until such 8 hours of rest is obtained. If the rest time is inclusive of paid leave (e.g holiday, jury duty) where no active work is performed it shall be paid at the straight time rate of pay.
	9.05 (D) (renumbered from 9.04)	Attendance; Call Back Overtime/Unscheduled Overtime	Call Back Overtime/Unscheduled Overtime. Employees shall work a minimum of 40% of call back overtime during a 12-month period rolling backward. A “no contact” shall be counted as a refusal for call back overtime unless the employee calls back within 20 minutes of the original call. If the call out assignment has been filled within the 20 minutes when the employee calls back, they shall not be charged with a refusal.
10	10.01(A)	Holidays; Days Observed	Added holidays for President’s Day and Columbus Day.
	10.02 (E) (2) (new)	Holidays; Eligibility for Holiday Pay	Troubleman Schedule. Where a holiday is worked, the employee receives 8 hours of holiday pay plus 1 ½ the employee’s normal hourly rate for all regular scheduled hours. If holiday is not worked, employee receives 8 hours of holiday pay and straight-time pay for all remaining regular scheduled hours for the day not worked.
11	11.01	Annual Leave (Vacation); Eligibility	Removed provision that employees over 25 years accrue 200 hours; for each year of service over 20 years, 8 hours of Annual leave will be added to 160 hours above, per year. Maximum number of Annual Leave hours will not exceed 240 hours.

	11.02	Annual Leave (Vacation); Charging Leave	Deleted subsections (C), (D), and (F); modified (E). Deletions remove language regarding vacation being taken within year following accrual, remove reference to 160 hour maximum carry-over, and remove reference to payment over employee's cap where employee cannot utilize leave over cap due to mandatory service to City.
	11.03	Annual Leave (Vacation); Request for Leave	Deletes reference to maximum of 160 hours annual leave could be carried over to following year. Maintains that employees must take at least 40 hours of vacation leave per fiscal year.
13	13.01	Leaves of Absence; Bereavement Leave	Added domestic partner and foster child. Deleted provision requiring employee to attend funeral services during bereavement leave.
15	15.03	Miscellaneous Rules and Benefits; Health and Welfare	Changes reference from HMO plan to POS plan.
	15.06	Miscellaneous Rules and Benefits; Pension Plan	Current pension plan remains in place for current employees. IBEW and City agree to continue bargaining for a cash balance plan for new employees and will meet at reasonable times and places to finalize.
	15.07	Miscellaneous Rules and Benefits; Safety Program	Safety Program. Modified Joint Safety Advisory Committee to include from the City: Risk Manager, 1 management representative from Electric Utility, 1 management representative from Water Utility. Maintains 3 representatives selected by IBEW Business Manager.
	15.11(new)	Miscellaneous Rules and Benefits; Employment of Relatives	Employees may work in same department of relative provided they are not in a reporting relationship and so long as neither employee advocates for the appointment, employment, promotion or advancement of the other to a position within the City and meets all other obligations imposed by Florida Statute Section 112.3135 (regarding employment of relatives). Management retains sole discretion to assign crews on callback situations to allow for temporary and periodic assignment of relatives to the same crew.

	15.12 (new)	Miscellaneous Rules and Benefits; Fire Retardant Clothing	The City will move toward a procedure to provide each employee required by their position to wear fire retardant clothing the opportunity to order through a City-authorized vendor up to an appropriate dollar amount. The Leadership Joint Safety Committee shall determine the nature and type of required fire retardant clothing and the annual cost estimate associated with the clothing. The Committee will report back to the City and IBEW negotiating teams regarding their findings within the parameters jointly set by the City and IBEW. The City and IBEW negotiating committees and the parties shall memorialize any agreement through a MOU reflecting same. Once fire retardant clothing is ordered, the maintenance, cleaning and care of such clothing and gear is the employee's sole responsibility. Employees who do not utilize all of the available funds for the purchase of such clothing by the end of the fiscal year shall forfeit the use of any remaining funds.
17	17.01	Wages; Wage Increases During the Term of Contract	October 1, 2015: 4% increase in base pay. IBEW and City will re-open negotiations for wages for FY 2016/2017 and FY 2017/2018.
Attachment	A	Bargaining Unit Jobs Pay Scale	Updated to include Chief Shift Leader (4501) and Maintenance Foreman (4515). Updated Line Foreman (4552) and Troublemaker (4556) to current pay scale. Includes breakdown of Pre-Apprenticeship and Apprentice Lineman steps.
Attachment	B	Distribution of Overtime, Section 6	For assignments of an emergency nature such as storm or rush work where employees are temporarily assigned away from their regular headquarters and required to be away overnight for the City or other utilities, in or out of State. The City will select the classifications and numbers of employees to be traveled. The employee, by the selected classifications within the work headquarters, with the most actual hours of overtime worked will be offered the assignment first.

Attachment	C	MOUs	Removes MOU Clarification of Water Systems Employees Overtime Prioritized Call List October 4, 2006. Removes MOU Line Department Restructuring December 21, 2006. Adds MOU Apprentice Committee and Apprentice Lineman Classification December 22, 2011.
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October 1, 2015 – September 30, 2018

***COLLECTIVE BARGAINING  
AGREEMENT***

BETWEEN

THE CITY OF LAKE WORTH

AND

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

LOCAL 359-3

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## **PREAMBLE**

This agreement is entered into by the City of Lake Worth, Florida, hereinafter referred to as the "City", and the International Brotherhood of Electrical Workers, Local 359-3, hereinafter referred to as the "Union" for the purpose of promoting harmonious relations between the City and the Union, to establish an orderly and peaceful procedure to settle differences which might arise and to set forth the basic and full Agreement between the parties concerning rates of pay, hours of work and other terms and conditions of employment as provided by law.

Therefore, the parties mutually and in good faith agree to the following:

## ARTICLE I

### GENERAL CONDITIONS- RECOGNITION AND REPRESENTATION

**Section 1.01.** The City recognizes the rights of its employees to organize and to bargain collectively through representatives of their own choosing. The Union is hereby recognized as the exclusive collective bargaining representative with respect to rates of pay, hours of work and other conditions of employment for all employees of the City as certified by the Public Employees Relations Commission (PERC) Certification No. 52, dated March 20, 1981, as amended by Orders of December 18, 1984 and August 11, 1994, and any subsequent PERC orders. The City agrees to meet and deal with the duly accredited officers, committee or representatives of the Union on all matters covered by the terms of this Agreement. No employee who is a member of another bargaining unit certified by PERC will be assigned to perform the job functions of those employees covered by the PERC certification described in this Section.

**Section 1.02.** The City and the Union subscribe to the principle that differences shall be resolved by peaceful and appropriate means, including but not limited to creation of labor-management committees to address certain issues as they arise, without interruptions of the services provided. The Union agrees that there shall be no strikes, work stoppages, or other concerted refusal to perform work by Union members covered by this Agreement. The City agrees that there shall be no lockouts or other concerted refusal to allow the employees to perform work.

**Section 1.03.** This Agreement shall become effective on October 1, 2015 after a majority of those bargaining unit members voting on the question of ratification and after ratification by the City Commission on behalf of the City. The parties recognize that the status quo was in place from the prior Agreement from October 1, 2013 through the effective date of this Agreement and there shall be no retroactivity. This Agreement shall remain in effect through September 30, 2018.

#### **Section 1.04. Amendments**

(A) Negotiations for the period after the three (3) year term of this agreement may be initiated by either party by providing written notice at least ninety (90) days prior to the expiration date, September 30, 2018. Such notice shall identify the articles the party seeks to reopen.

(B) Unless otherwise specified herein, the existing provisions of the Agreement shall remain in full force and effect until a conclusion is reached in the matter of proposed changes of the specific terms of this Agreement.

(C) The terms and conditions of this Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary mutual written consent of both parties.

(D) Failure to provide written notice of intention to negotiate, as set forth in paragraph (A) herein, will automatically extend the provisions and terms of this agreement for a period of ninety (90) days. Failure to request bargaining within that second ninety (90) day period shall extend the agreement for an additional ninety (90) days. Failure to request bargaining within the

third ninety (90) day period shall extend the agreement for an additional one hundred and eighty (180) days.

(E) The City will provide a copy of the current Agreement to all Bargaining unit employees. The Collective Bargaining Agreement will be available on the City's website. The City will be responsible for updating the contract on the website as necessary.

## ARTICLE II

### DEFINITION OF TERMS

#### Section 2.01. Definitions

(A) Employee: The term "employee" when used hereinafter in the Agreement, shall refer to all employees represented by the Union in the bargaining unit. All references to employees in the Agreement designate both sexes, and whenever the male gender is used, it shall be construed to include both male and female employees.

(B) City: City of Lake Worth, State of Florida, its administrative- representative(s) or agent(s).

(C) Utilities Director: The Director of the Lake Worth Utilities Department, City of Lake Worth, State of Florida, or his/her designated representative.

(D) Business Manager: That person elected to represent the members of Local Union 359-3.

(E) PERC: The Florida Public Employees Relations Commission.

(F) Management: The term "management" as used in this Agreement shall refer to the City Manager, Utilities Director, Assistant Utilities Director, Division Managers and Assistant Division Managers, and any other persons designated by the Utilities Director.

(G) Public Employees Relations Act (PERA): Florida Statutes, 447, Part II, Chapter 74-100.

(H) Probationary Employee: A regular full-time employee serving a probationary period prior to final appointment in that position.

(I) Probationary Period: A six month period of time during which the City will evaluate an employee's performance and ability and decide whether or not the employee is to be retained.

(J) Union: International Brotherhood of Electrical Workers, Local Union 359-3.

(K) Work Week: Five (5) consecutive days, forty (40) hours per week.

(L) Doctor's Certificate: A physician's statement attesting to the medical reason which rendered the employee unable to perform work on the days claimed for sick leave.

(M) Anniversary Date: The date an employee begins employment and the same date in following years. It is also the date from which vacation and sick leave is computed. This date

changes if an employee is in a non-pay status for a period of thirty (30) days or more, and then the anniversary date is deferred by an equivalent amount.

(N) Immediate Family: includes spouse, children, parent, grandparent, grandchild, brother, sister, father-in-law, mother-in-law, Aunt, Uncle, Brother-in-law, Sister-in-law, Grandparents of Spouse, legal guardian, domestic partner, and sole dependent residing in the same household as allowed by the Internal Revenue Service.

(O) Insubordination: The refusal on the part of an employee to submit to the authority vested in management.

## ARTICLE III

### EQUAL OPPORTUNITY AND NON-DISCRIMINATION

**Section 3.01.** The City and the Union agree that the provisions of this Agreement shall be applied to all employees in the bargaining unit without regard to race, color, creed, sex, age, physical handicap, national origin or marital status.

**Section 3.02.** The Union will not discriminate with regard to representation of its bargaining unit members, or with regard to terms and conditions of membership because of race, color, creed, sex, age, physical handicap, national origin or marital status.

**Section 3.03.** The right of employees to belong to, participate in or refrain from belonging to the Union shall not be prohibited, abridged or interfered with, by the City. In addition, the City agrees that there shall be no discrimination against any employee because of his membership in the Union.

**Section 3.04. Bulletin Boards:** The City will permit the Union to use space on bulletin boards so designated in the various divisions where members of the Union are employed. This bulletin board space shall be used for posting authorized Union notices, but restricted to the following:

- (A) Notices of Union recreational and social affairs.
- (B) Notices of Union elections and results of such elections.
- (C) Notices of Union appointments.
- (D) Notices of Union meetings.
- (E) Notices of educational materials supplied by the Union.

A copy of any material(s) to be posted on the bulletin board, as specified above, shall be supplied to the office of the Utilities Director at the time of such posting. All notices shall be signed by the Business Manager of the Union or an authorized officer so designated in writing by the Union to the Utilities Director.

**Section 3.05. Use of City Property:** Employees shall use City property, equipment, tools and vehicles in a safe and prudent manner, following all safety regulations. Employees shall not use City property, equipment or vehicles except in the performance of their official duty, nor permit use by an unauthorized person.

**Section 3.06.** No employee whose duties involve the use of a badge, card, clothing insignia, or clothing (including work boots) as evidence of authority or for identification purposes shall permit such badges, cards, insignias or clothing (including work boots) to be used or worn by anyone who is not authorized to use or wear same. If the City provides such badges, cards, insignias, or clothing (which must be OSHA-compliant), they shall be worn during any period for which the employee is working, and used only in the performance of the employee's official duties.

## ARTICLE IV

### MANAGEMENT RIGHTS

**Section 4.01.** The Union recognizes that the City has and will continue to retain whether exercised or not, the responsibility and authority to operate and manage its affairs in all respects; and the powers and authority which the City has not officially abridged, delegated, or modified by the expressed provision of this Agreement, are retained by the City. The rights of the City, through its management officials, shall include but not be limited to the following:

- (A) To manage and direct the employees of the City.
- (B) To hire, promote, transfer, schedule, assign and retain employees in positions with the City.
- (C) To suspend, demote, discharge, or take other disciplinary action against employees for proper cause.
- (D) To relieve employees from duties because of lack of work, funds or other legitimate reasons.
- (E) To maintain the efficiency of the operations of the City.
- (F) To determine the methods, means and personnel by which such operations are to be conducted, including the right to contract and subcontract existing and future work.
- (G) To determine the organization of the City.
- (H) To determine the number of employees to be employed by the City.
- (I) To determine the number, types and grades of positions of employees assigned to an organizational unit, division or special project.

**Section 4.02.** Delivery of services in the most efficient, effective and courteous manner is of paramount importance to the City of Lake Worth. Accordingly, the Union agrees that it will instruct its members to work diligently in order that the services performed meet the above standards.

**Section 4.03.** The City agrees that quarterly meetings, mutually agreed upon between IBEW (Union) representatives and the Labor Relations Officer will be held to discuss problems and objectives of mutual concern involving the implementation and administration of the Labor Agreement. The committee shall consist of two (2) members designated by the Union and two (2) members designated by the City. The Union shall be represented by members of the IBEW Collective Bargaining Unit (CBU). The City (Employer) shall be represented by two (2) employees that are not members of a bargaining unit. The Employer membership shall consist of the City Manager or designee and one (1) other employee not within any Bargaining Unit to be selected by the City Manager. The Labor Management committee shall meet 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; d) other matters of mutual concern.

**Section 4.04.** If civil emergency conditions exist, including but not limited to, riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the Utilities Director during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

**Section 4.05.** In order to assure uniformity of treatment of all employees of the City, including those covered by this agreement, all provisions not addressed in this agreement shall be governed by Resolution No. 28-91 "City of Lake Worth- Personnel Policy" effective July 1, 1991 (as amended through October 1, 1995) except for §§ 7C(2), 7C(3), 7E, and 17 (Bonus Days) thereof; and Resolution U-8-78 is hereby superseded in its entirety.

**Section 4.06.** The City retains the right to test employees for alcohol and controlled substances in accordance with applicable State and Federal law, including, but not limited to, those regulations promulgated by the Federal Highway Administration and Department of Transportation.

#### **Section 4.07 Alcohol and Substance Abuse Policy**

##### (A) Rights of the City and the Employee

The City recognizes that City employees are not immune from the problems which face society in general. The problems of alcohol and substance abuse have become widespread throughout our community and nation. The purpose of this new policy is to reduce and hopefully eliminate alcohol and drug abuse by employees, while also recognizing the rights of employees to privacy and protection from searches of any kind, which are inherently intrusive, and which should not be undertaken except for real problem situations. This policy is intended to be corrective rather than punitive in application. Employees found to have an alcohol or substance abuse problem will be given one opportunity for rehabilitation before termination from employment is imposed unless, however, while under the influence the employee violates a policy that would normally substantiate termination. Random drug testing may be conducted consistent with law (e.g., safety sensitive personnel). All employees are considered safety sensitive for purposes of this policy unless otherwise agreed to by the parties.

##### (B) Alcohol/Substance Abuse Prohibited

All City Employees shall:

1. Refrain from impairment for duty by use of illegal drugs, alcohol and/or a controlled substance;
2. Not use any illegal drugs, controlled substance on or off duty not prescribed for use by a licensed physician;
3. Not possess illegal drugs, prescription substances, other than their own, and shall not dispense or sell any controlled substance on duty; and
4. Refrain from using illegal drugs, prescribed medication on duty in a manner that

does not substantially conform to the direction of the prescribing physician. Said use shall not result in the employee's impairment while on duty.

(C) Voluntary Assistance Program

On one occasion, employees who voluntarily seek help for an alcohol or substance abuse problem will be given whatever assistance possible in being placed in an alcohol substance abuse program approved by the City and the Union until the approved program administrator is able to state that the employee has been successfully rehabilitated. This one opportunity to receive voluntary assistance shall not constitute the first drug/alcohol event for the purpose of discipline. The City will not pay for this program. However, the employee may elect to utilize their EAP and insurance benefits. While in the program, the employee may use his sick leave, vacation time, LWOP, or other leave as authorized by law, if it is necessary to take time off. The employee will also be allowed to return to work upon successful completion of the program or as soon as the clinical program director releases the employee for work, whichever occurs first, but with no loss of status consistent with City policy.

(D) City's Right to Test for Alcohol/Substance Abuse

1. Reasonable Suspicion Drug Testing

(a) All City employees are subject to the least intrusive scientifically accepted method to render the results for the suspected substance if the employee has acted in violation of Section 2 of this Article. If a determination is made that an employee is to be tested pursuant to this provision, the employee will be placed on administrative leave until the results of the drug and/or alcohol test is completed and results conveyed to the employer.

(b) In order for an employee to be subject to the least intrusive scientifically accepted method to render the results for the suspected substance the department head (or designee) must:

i. Give the employee and Union written notice (giving written notice to the Union shall not delay receipt of testing of the employee) in sufficient detail of the facts which led to the employee being subject to blood testing and/or urinalysis; and

ii. Have reasonable suspicion, based on specific objective facts, that the employee has abused alcohol and/or a controlled substance as prescribed in Section 2 of this Article. Reasonable suspicion of alcohol/substance abuse must be certified by the department head (or designee) and, whenever possible, a corroborating witness. Consistent with law, employees may be randomly tested (safety sensitive personnel).

2. Procedure for Positive Screen

In accordance with State and Federal law, guidelines and Rules (as amended) when an employee tests positive, the MRO (Medical Review Officer) is the only certified person to notify that employee and employer. The MRO notifies the employee immediately upon the laboratory's confirmation to him/her, and then the MRO notifies the City and the Collector. The employee must contact Human Resources/Risk Management immediately. HR makes an appointment with the Employment Assistance Program Director (EAP), and has the employee sign a Release. The employee must remain in the EAP Program for their prescribed duration. The employee may

return to work upon successful completion of the program. If post-completion treatment is prescribed, it is the employee's responsibility to pay for those visits, as well as the initial program. All visits/classes are to be scheduled after working hours.

3. Upon obtaining a waiver of confidentiality from the involved employee a union representative may accompany an employee at the collection site and follow chain of custody until the sample is sealed and initialed by the collector.

(E) Grieving Reasonable Suspicion

If an employee disputes the department head's certification of reasonable suspicion, the employee must, nonetheless, submit to a blood/urinalysis test as ordered by the department head, while simultaneously filing a grievance over the order. Such grievance may be immediately arbitrated under the expedited arbitration rules of the Federal Mediation and Consolidation Service. Pending the arbitrator's decision, which shall be final and binding, the blood/urinalysis sample shall be frozen. Refusal to submit to testing is grounds for termination from employment.

(F) Blood/Urine Tests

1. In testing for the presence of alcohol, the City shall utilize a generally accepted test procedure, which produces quantitative results showing the amount of alcohol present in the blood or urine. A blood/alcohol measure of .08 or greater is evidence of impairment.
2. In testing for the presence of controlled substances, the City shall in the first instance utilize an immunochemical assay or radioimmunoassay test (i.e., EMIT) or current scientifically accepted testing methods on the employee's urine. If the initial test is positive for a controlled substance, the same urine specimen shall be subjected to a further testing using a scientifically accepted testing method for verification. A portion of the urine sample shall be retained for a second verification test as provided herein. If both the initial test and the verification test are positive for a controlled substance, the employee shall be notified of the results by the City's MRO. In order to timely provide such notification, the employee shall be required to contact, by telephone or in person, the Human Resources Director (or acting Human Resources Director), immediately upon hearing from the MRO.
3. A reliable state licensed clinical laboratory shall conduct all blood/urine tests.
  - a. After the employee signs a waiver/release the appropriate designated union representative shall be notified within twenty-four (24) hours that the results of the blood/alcohol test and the second verification sample are finalized.
4. The City shall keep the results of any testing confidential, except as to disclosure to the department head, City Manager, and the employee. Furthermore, any results of positive testing, which are later refuted, shall have affixed thereto the subsequent refutation.

(G) Rehabilitation

1. In the event that the results of the blood/alcohol test or second urine verification

test are positive, the employee will immediately contact the City's EAP and enter and remain in an alcohol/substance program approved by the City and the Union until the approved program administrator is able to state that the employee has successfully completed the treatment protocol. The employee will be allowed to return to work upon successful completion of the program or as soon as the clinical program director releases the employee to work, whichever comes first, with no loss of status consistent with City policy.

2. If the employee fails to complete the treatment program, he or she will be terminated from employment. The employee may use accrued leave while in the rehabilitation program, or take leave without pay.
3. If the employee fails to enter the program or fails or cannot be rehabilitated, the employee shall be terminated from employment.

(H) Recurring Alcohol/Substance Abuse

If an employee subsequently tests positive for alcohol/substance abuse at any time, the employee shall be terminated from employment.

(I) Discipline Pending Rehabilitation

On one occasion an employee shall not be disciplined pursuant to Section 3 for alcohol/substance abuse if prior to violating this policy, the employee enrolls in and successfully completes the rehabilitation program. However, employees who are under the influence while on duty may be disciplined with a maximum suspension of two days. Additionally, this Section does not prevent the City from disciplining the employee for the consequences of their alcohol/substance abuse (e.g. absenteeism).

## ARTICLE V

### NO STRIKE PROVISION

**Section 5.01.** The Union agrees not to engage in a strike, work stoppage, slowdown or other forms of interference with the operation of the City.

**Section 5.02.** Any employee who participates in or promotes a strike, work stoppage, or other form of interference with the operation and mission of the City's Utilities Department shall be subject to discipline including those forms of discipline prescribed by law.

**Section 5.03.** In the event of a strike, work stoppage or interference as defined presently in the Public Employees Relations Act, Section 447.203(6), with the operation and accomplishment of the mission of the City's Utilities Department, the President of the Union shall promptly and publicly disavow such strike or work stoppage and order the employees to return to work and attempt to bring about prompt resumption of normal operations. An authorized Union representative shall notify the Utilities Director within twenty-four (24) hours after the commencement of such strike, what measures it has taken to comply with the provision or the provisions of this Article.

**Section 5.04.** Failure to abide by the terms set forth in this Article may cause the city to seek appropriate judicial and administrative relief.

**Section 5.05.** The City agrees not to lock out the employees during the term of this Agreement.

## ARTICLE VI

### FILLING OF VACANCIES

**Section 6.01.** In the filling of any jobs, vacancies and making promotions, full consideration will be given, but not be limited to the following: ability, qualifications, evaluations, classification and service seniority and tests as deemed applicable by the City for the existing vacancy.

**Section 6.02. Temporary Transfers.**

(A) A regular full-time employee may be transferred to meet the needs of the City. A transfer may require the employee to move from one division to another. The employee shall retain the same status in the new position that he/she had in the previous position. The duration of a transfer shall be dependent upon the operating needs of the City.

(B) An employee who is temporarily transferred shall receive the maximum pay rate of the job, if such rate is higher. When the pay rate is lower the employee shall receive the pay he/she had before the transfer.

**Section 6.03. Permanent Transfers.**

(A) A regular full-time employee may be transferred to meet the needs of the service, and may require the employee to move from one division to another. In addition, an employee upon request and acceptance of the appropriate Division Manager(s) and the Utilities Director, may be transferred from his position to any other for which he is qualified. The employee shall retain the same seniority in the new position that he had in the previous position.

(B) An employee who is permanently transferred shall be compensated in the new position at the appropriate rate established for that position from the first day the individual begins work in the new position.

**Section 6.04. Intra-Divisional Transfers.** The Utilities Director may, at any time, transfer any employee under his/her jurisdiction from one position to another in the same pay class in the same division. An intra-divisional transfer of an employee to a position of another pay class shall be made only with the approval of the Utilities Director.

**Section 6.05.** All transfers covered by this Agreement will be made without loss of seniority.

**Section 6.06. Promotions.** Vacancies in positions above the lowest rank in any category will be filled as far as practical, within EEOC guidelines, by the promotions of employees in the City's service.

**Section 6.07. Job Posting.** Vacancies for positions within the bargaining unit shall be posted for a period of ten (10) business days, excluding weekends and holidays, on the bulletin board space provided to the Union.

**Section 6.08. Reinstatements.** Reinstated employees are considered new employees for purposes

of vacation, leave, salary increases, and seniority.

**Section 6.09.** An appointment to a position in the Utilities Department at above the minimum of the pay grade applicable to the job title shall be made only with the approval of the Utilities Director.

## ARTICLE VII

### SENIORITY AND LAYOFF

**Section 7.01.** Seniority shall be defined in the following manner:

(A) Seniority - The total length of continuous employment with the City in the Utilities Department.

(B) Employees promoted into management and subsequently returning to a position in the bargaining unit will return with zero seniority upon his or her return. Seniority will accumulate upon his/her return date.

**Section 7.02.** Employees shall lose their seniority as a result of the following:

(A) Termination

(B) Retirement; except those employees in the Deferred Retirement

(C) Voluntary Resignation

(D) Layoff exceeding one (1) year

(E) Failure to report to the Utilities Director intention of returning to work, within ten (10) calendar days of receipt of recall, as verified by certified mail, return receipt.

(F) Failure to report from military leave within the time limits prescribed by law.

**Section 7.03.** The City will determine the classification and numbers of the employees to be laid off. When the layoff occurs, the probationary employees shall be laid off first, then regular full-time employees, in the inverse order of their seniority at the time of the layoff. Newly hired probationary employees shall have no recall rights, whereas newly promoted or transferred probationary employees may have recall rights as set forth in this section.

(A) All layoffs, demotions or adjustment resulting therefrom shall be made in the inverse order of seniority, in the respective divisions covered by this Agreement. Any employee who is displaced from a job as a result of a reduction in forces by the Utilities Department will be entitled to roll into any jobs for which he/she has seniority and qualifications.

(B) No full-time employee shall be laid off while another person in a position is employed on a probationary, part-time or temporary basis in the same classification.

**Section 7.04.** In the event that two or more employees affected have the same exact amount of seniority, the date of employment application shall prevail. However, if the application date is the same, then the earliest birth date shall prevail.

**Section 7.05.** Regular full-time employees on layoff status will retain recall rights for one (1) year.

Recall will be made by certified mail to the last known address in the employee's personnel record.

**Section 7.06.** Within ten (10) calendar days of the certified receipt date, laid off employees must signify in writing their intention of returning to work to the Utilities Director's office. Failure to respond to this notice within the prescribed time limit previously stated above shall constitute a voluntary resignation by the employee.

**Section 7.07.** Recall will be offered to laid off employees, other than those employees who are on probationary status at the time of the layoff, provided they are physically qualified and able to perform all of the duties of the job. After a job offer, the City reserves the right to require the laid off employee to submit to a physical, consistent with City policy for new hires, prior to resuming his/her employment.

**Section 7.08.** When employees are recalled from layoff, the employee with the greatest seniority shall be recalled first. Example: When one employee has more service seniority time he or she shall retain that job if a layoff should occur. The individual with less seniority time shall have the opportunity to roll back into any job which was successfully held previously if the employee meets the qualifications as per the job description. The employee's service seniority time shall have to be greater than the employee who now holds that position.

**Section 7.09.** When ability and qualifications are relatively equal, as determined by the City, seniority rights shall govern replacements and advancements for all employees under this jurisdiction in the Lake Worth Utilities Department. A job classification shall be deemed to be "higher" when it carries a higher scheduled maximum. The term "promotion" shall mean advancement to a higher job classification.

**Section 7.10.** When an employee is assigned duties above his classification during vacations or anticipated long illnesses, the employee selected shall be determined by the provisions of Section 7.09 above. Except for employees filling the position of Foreman, Troublemaker, or equivalent, after working in the temporary position for one day the employee shall be compensated at the pay grade of the position which the employee is temporarily filling which provides an increase in pay. If there are no steps for a particular position, then the employee shall receive the hourly rate paid for the position. Any employee filling a temporary transfer assignment within the bargaining unit shall receive an increase in pay equal to the greater of 5% of the employees' current rate of pay or the bottom pay rate of the position to which the employee is filling not to exceed the mid-point of the new position during the period of the temporary assignment.

**Section 7.11.** Death. All compensation and benefits due to the employee as of his/her death shall be paid to the beneficiary, surviving spouse, or to the estate of the employee as determined by law or by properly executed forms in the employee's personnel folder.

## ARTICLE VIII

### PROBATIONARY PERIOD

**Section 8.01. Purpose.** The probationary or "working test" period is used to observe the new employee's work, to secure the most effective adjustment of a new employee to the position and to reject any employees whose performance does not meet the required work standards.

**Section 8.02. Duration**

(A) The initial probationary period shall be for a term of six (6) months from the first day of work. However, with the approval of the Utilities Director the probationary period may be extended by one three (3) month period.

(B) The probationary period for promotions shall be six (6) months from the first day of work in the position to which the employee was promoted. However, with the approval of the Utilities Director the probationary period may be extended by one three (3) month period.

(C) When the employee successfully completes the initial probationary period as determined by the Division Manager and the Utilities Director, he/she will be placed on regular full time status.

(D) A probationary employee is neither required to join, nor prohibited from joining the Union.

(E) The City will notify the Union Chairman or designee when a probation extension occurs to explain reason and plan of action for the employee

**Section 8.03. Evaluation of Performance.** During the probationary period the Division Manager or his designee shall request a report of the Supervisor's observation of the probationary employee's work and a judgment as to the employee's willingness and ability to perform the job duties satisfactorily. This provision shall not preclude an employee within the bargaining unit evaluating the performance of a subordinate within the bargaining unit.

**Section 8.04. Dismissal during Initial Probation.** If an initial probationary employee has been found to be unqualified to perform, or will not properly perform the duties of the position, the employee may be dismissed by the Division Manager or Designee. Such dismissal shall not be subject to the grievance procedure.

**ARTICLE IX**

**ATTENDANCE**

**Section 9.01. Basic Work Week**

(A) The basic work week shall be five (5) consecutive days, forty (40) hours per week except as otherwise agreed by the Director and the Business Manager.

(B) Lunch times shall be scheduled at the discretion of the Division Manager.

(C) When an employee's schedule is changed, notice of one (1) week will be given whenever possible. In cases of emergency, the notice may be waived.

(D) Schedule changes shall be based on the most qualified and senior employee. This paragraph shall not apply to schedule changes for training purposes.

(E) Employees working during time changes from Eastern Standard Time to Daylight Savings Time or Daylight Savings Time to Eastern Standard Time shall be paid only for time worked.

**Section 9.02. Trouble Department Schedule**

The Troubleman schedule provides eleven (11) and twelve (12) hour shifts for seven days from 6:00 a.m. until 5:00 p.m./6:00 p.m. and from 6:00 p.m. until 5:00 a.m./6:00 a.m. This schedule contemplates one four-day work week of eleven (11)-hour shifts each day and one three-day work week of twelve (12)-hour shifts each day.

This schedule permits overtime to be paid for all hours worked over thirty six (36) hours per week in a three (3) day workweek and forty-four (44) hours per week in a four (4) day work week.

This schedule follows the same Rest Period provision in Article IX, Attendance, Section 9.05 Callback time, except callback is based upon twelve (12) hours' notice instead of sixteen (16) hours' notice.

Generally, troublemen are scheduled in the manner below:

<b>WEEK NO 1</b>	<b>Sunday</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>
Troubleman 1	06:00 - 17:00	06:00 - 17:00	06:00 - 17:00	06:00 - 17:00	OFF	OFF	OFF
Troubleman 2	OFF	OFF	OFF	OFF	06:00 - 18:00	06:00 - 18:00	06:00 - 18:00
Troubleman 3	18:00 - 06:00	18:00 - 06:00	18:00 - 06:00	OFF	OFF	OFF	OFF
Troubleman 4	OFF	OFF	OFF	18:00 - 05:00	18:00 - 05:00	18:00 - 05:00	18:00 - 05:00

<b>WEEK NO 2</b>	<b>Sunday</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>
Troubleman 1	06:00 - 18:00	06:00 - 18:00	06:00 - 18:00	OFF	OFF	OFF	OFF
Troubleman 2	OFF	OFF	OFF	06:00 - 17:00	06:00 - 17:00	06:00 - 17:00	06:00 - 17:00
Troubleman 3	18:00 - 05:00	18:00 - 05:00	18:00 - 05:00	18:00 - 05:00	OFF	OFF	OFF
Troubleman 4	OFF	OFF	OFF	OFF	18:00 - 06:00	18:00 - 06:00	18:00 - 06:00

**Section 9.03. Shift Work/Shift Differential**

Effective on the first full pay period following ratification by both parties, the following shift work/shift differentials shall apply:

(A) Second shift employees shall receive an additional one-dollar (\$1.00) per hour differential in pay.

(B) Third shift employees shall receive an additional one-dollar and twenty-five cents (\$1.25) per hour of differential in pay.

(C) Night Troublemens will receive an additional one-dollar and twenty-five cents (\$1.25) per hour of differential pay in lieu of the differential pay provided in Section 9.03, (A) or (B), above.

**Section 9.04. Overtime.** Overtime will be paid for all hours worked in excess of forty (40) hours in a work week.

(A) Overtime will be authorized or directed only when it is in the interest of the City.

(B) All authorized and approved work performed in excess of forty (40) hours in any one work week shall be considered as overtime. An employee working overtime shall be paid at the overtime rate of one and one-half (1 ½) times the employee's straight time rate of pay.

(C) For purposes of overtime computation, holidays, vacation, sick leave, jury duty or unpaid union business leave shall be considered as time worked. If an employee is required to work on the next calendar day after his/her return from military leave, and that day would ordinarily have been a scheduled day-off for the employee, then the employee shall be compensated at one and one-half (1 ½) times his/her base hourly rate for all hours actually worked on that day.

(D) Employees shall work overtime when assigned by the Division Manager or his designee. Once the appropriate individual has authorized overtime, assignment of such overtime shall follow the Distribution of Overtime agreement attached as Attachment B, which is incorporated by reference. It is the intent of the parties that, in any conflict between provisions of Attachment B and of the main body of this collective bargaining agreement, the interpretation that favors the language

of the main body of the collective bargaining agreement shall prevail.

(E) In the event any employee is assigned to work approved overtime, he/she will not be required to use annual leave nor be placed in a "leave without pay" status during the basic work week in order to compensate or offset the overtime hours worked or to be worked.

(F) An employee desiring to be excused from overtime work assignments for good and sufficient reasons shall submit, in writing, a request to the Division Manager or his/her designee who will have sole discretion. The written request, if approved, shall remain in effect for the time specified in the request.

(G) At the time overtime work is required and necessary, the work shall be performed by employees who have not requested, in writing, to be excused from such assignment. In the event overtime work is required and the Department cannot schedule the required number of employees, then those employees who have approved requests on file excusing them from overtime work shall be assigned and required to work such overtime.

### **Section 9.05. Callback time**

(A) Employees called back to work from their homes will receive a minimum of three (3) hours' pay at time and one half (1 ½) times of their base rate. Subsequent calls back that occur within three hours from the initial call back shall not trigger additional three-hour minimum call-back periods.

(B) An employee called back before his regular starting time and who works through his regular work period shall be allowed pay only for time worked. Employees called back to work shall report within a reasonable time.

(C) The Utilities Department of the City of Lake Worth, Florida and IBEW Local 359 hereby adopt the following contract provisions concerning rest periods and call back time and cancel any past practice or written policies in conflict with these contract procedures.

1. Rest Period. All employees covered by the IBEW bargaining unit, including all regular, scheduled and shift workers are subject to this provision of the contract. If an employee is called back to work for any reason in the eight (8) hours preceding the start of the employee's assigned or designated hours of work without having received 16 hours' notice, the employee will be entitled to the following:

(a) Employees required to actively work eight (8) hours of the fifteen (15) hours immediately prior to their regularly scheduled hours of work shall be paid one and one half (1 ½) times the regular rate of pay at the scheduled hours of work if required to work. If management determines the employee may be released from duty prior to the end of the scheduled hours of work, the employee shall be paid straight time for the remainder of the scheduled work day.

(b) An employee who actively works sixteen (16) continuous hours will

be entitled to eight (8) hours of rest and shall be paid double-time until such eight (8) hours of rest is obtained. If the rest time is inclusive of paid leave time such as holiday, jury duty, or other paid leaves where no active work is performed it shall be paid at the straight time rate of pay.

(D) Call Back Overtime/Unscheduled Overtime.

Employees shall work a minimum of forty percent (40%) of call back overtime during a 12-month period rolling backward.

A “no contact” shall be counted as a refusal for call back overtime unless the employee calls back within twenty (20) minutes of the original call. If the call out assignment has been filled within the twenty (20) minutes when the employee calls back, they shall not be charged with a refusal.

**Section 9.06. Hours of Continuous Work.** All consecutive hours worked over sixteen (16) shall be paid for at double the straight time hourly rate.

## ARTICLE X

### HOLIDAYS

#### Section 10.01. Days Observed

(A) The following are holidays for all regular full-time employees of the Utilities Department:

1. New Year's Day
2. Martin Luther King, Jr.'s Birthday
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veterans Day
9. Thanksgiving Day
10. Day after Thanksgiving
11. Day before Christmas
12. Christmas Day
13. Employee's Birthday (Employees shall receive a day (8 hours) off with pay for their birthday which shall be taken within one year of the birthday. Pay for an employee's birthday shall not be treated as holiday pay for purposes of computing overtime rather, it shall be treated as vacation time).

(B) When a holiday falls on a Saturday, the preceding Friday shall be designated as a substitute holiday and observed as the official holiday for that year. When a holiday falls on a Sunday, the following Monday shall be designated a substitute holiday and observed as the official holiday for that year. However, for all 24-hour shift employees, and the Troubleman classification holidays will be those designated in Section 10.01(A) and will fall on the calendar dates recognized in the United States, unless modified by Section 10.02(A) or 10.02(F).

(C) If during the term of this Agreement, the City grants an additional holiday (or holidays) to any bargaining unit of the City or to the general employees, that same day(s) shall be a holiday for all employees covered by this Agreement.

#### Section 10.02. Eligibility for Holiday Pay

(A) All regular full-time employees will receive eight (8) hours off with pay for each of the holidays allowed except the Troubleman classification which is addressed above. All holidays allowed must be taken as time off on the same day that it is allowed. Exception: Employees may request the Employee Birthday Holiday be taken other than the date of birthday, provided the requested Birthday Holiday falls within the pay period of the birthday or within one calendar year after the date of the birthday and the respective Division Manager grants the employee's request.

(B) Employees on vacation, annual military leave, jury duty, sick leave, funeral leave or other absences from duty but on active pay status on the day the holiday is observed must use the holiday on the same day that it is allowed.

(C) An employee must be on paid vacation, excused absence of initial probationary employee, paid sick leave, funeral leave, jury duty, paid military leave, unpaid Union leave, job-related injury leave (not exceeding four (4) weeks) or work his normal schedule of hours on their regularly scheduled working day immediately prior to a holiday and the regularly scheduled working day immediately following a holiday, in order to qualify for the holiday.

(D) Employees who are required by their supervisor to work on the day observed as a holiday must work that day to be eligible to receive holiday pay. An employee who is scheduled to work on the day observed as a holiday and reports sick will be charged with the holiday for that day.

(E) (1) Employees assigned to work on a holiday, who in fact do work, shall receive their usual days' pay plus eight (8) hours pay at one and one-half (1 ½) their base rate.

(2) Troubleman Schedule

Holiday Worked:

- Employee receives eight (8) hours of holiday pay plus one and one-half (1 ½) times the employee's normal hourly rate for all regular scheduled hours.

Holiday Not Worked:

- Employee receives eight (8) hours of holiday pay and straight-time pay for all remaining regular scheduled hours for the day not worked.

(F) When any of these holidays falls on an employee's day off, the next scheduled workday shall be observed as a holiday.

**ARTICLE XI**

**ANNUAL LEAVE (VACATION)**

**Section 11.01. Eligibility.** Each regular full-time employee will be allowed annual leave with pay on the following basis:

<u>Continuous Employment</u>	<u>Annual Leave Days</u>
Less than one (1) year	0
After: 1 year	80 hours
2 years	88 hours
3 years	96 hours
4 years	104 hours
5 years	112 hours
6 years	120 hours
9 years	128 hours
12 years	136 hours
15 years	144 hours
20 years	160 hours

For each year of service over twenty (20) years, eight (8) hours of Annual Leave will be added to one-hundred sixty (160) hours above, per year.

The maximum number of Annual Leave hours will not exceed 240 hours.

**Section 11.02. Charging Leave**

(A) Annual leave time shall be scheduled and charged to the employee for the actual time the employee is away from work.

(B) Annual leave will be charged in one hour increments, except for shift workers and Troubleman. For these employees, annual leave will be charged in one half (1/2) day minimum increments. The minimum leave requirement for shift workers and Troubleman may be waived on an occasional basis, at the discretion of the appropriate Division Manager. (See §11.03(A), below).

(C) In circumstances where a supervisor plans to deny a vacation request, the supervisor shall contact the Utilities Director prior to denying the request to discuss the reason(s) for the vacation denial. If the Utilities Director determines that the reason(s) given do not justify the vacation denial, the employee shall be advised of the Utilities Director's decision by his/her supervisor and the employee shall be entitled to take the requested vacation.

(D) Holidays which occur during the period selected by the employee for annual leave shall not be charged against such annual leave. However, the holiday will be charged against holiday leave regularly due the employee.

### **Section 11.03. Request for Leave**

(A) Annual leave may be taken only after approved by the appropriate Division Manager or designee. Requests for leave shall be submitted at least seven (7) calendar days prior to the requested leave starting date. Exception: The notice above may be waived in cases of emergency or when it is determined by management that the operation of the utility will not be affected.

(B) Employees must take a mandatory 40 hours of vacation leave per fiscal year however, leave does not have to be consecutive days.

### **Section 11.04. Separation**

(A) Employees voluntarily resigning shall give a minimum of two weeks' notice of their intention to resign. Those employees who give the proper two weeks' notice will receive any annual leave earned up to 160 hours as of the date of resignation.

(B) Employees on lay off status will receive pay for all accrued annual leave.

(C) All earned annual leave of employees who die while in the service of the City shall be paid to the spouse or estate of the employee as previously designated in writing.

## **ARTICLE XII**

### **SICK LEAVE**

**Section 12.01. General.** Sick leave is a benefit provided for regular full-time employees, so that they may have paid time off when they are unable to report for duty by reasons of illness or injury.

#### **Section 12.02. Use of Sick Leave**

(A) Sick leave shall be allowed only in case of:

1. Actual disability of the employee or immediate family member, employee's wife or husband, grandparents, domestic partner, mother, father, sister, brother, daughter or son arising from illness and/or injury.
2. Medical, dental or eye treatment or examination for which arrangements could not be made outside of the employee's assigned hours of duty.
3. Periods of stress occasioned by serious illness and/or injury of an employee's wife or husband, grandparents, domestic partner, mother, father, sister, brother, daughter and/or son, for all reasonable and necessary time up to and including three (3) consecutive working days. The relationships given shall include those arising from marriage, adoption or guardianship established by court action.

(B) When an employee's sick leave allowance in any year has been used up, the employee may elect to use earned annual leave.

(C) When sick leave and vacation leave have been used up, the employee may be placed on leave of absence without pay in accordance with the provisions of Section 13.05, Leave Without Pay.

#### **Section 12.03. Sick Leave Allowance**

(A) After three (3) months, new employees will be eligible to receive two (2) days sick leave and have these days available for use. Thereafter, the employee shall accumulate sick leave at the rate of one (1) day per month. At the end of the twelfth month, the employee shall receive four more sick days, for a total of twelve for the first year or 96 hours per year. Sick leave will consist of one (1) single bank as opposed to the three (3) banks previously used. Accruals will be earned on monthly basis. Only those employees who meet the requirements set forth in section 12.07(H) will be paid their accrued sick leave, which shall not exceed 200 hours.

#### **Section 12.04. Unused Sick Leave**

(A) Unused sick leave shall be accumulated with no maximum limit.

- (B) Unused sick leave will be retained but not accrued when an individual is laid off.

### **Section 12.05. Approval**

(A) A doctor's certificate as to the nature of and probable duration of the need for any use of sick leave may be required at the discretion of the Utilities Director. Employees required to provide a doctor's certificate, who do not provide such certificate, will not be paid for sick leave until such certificate is provided.

(B) Sick leave may be approved for up to three (3) consecutive working days by the Division Manager, without requiring a doctor's certificate.

(C) A sick leave of more than three (3) consecutive working days shall require a doctor's certification as to the nature of the disability, and as to whether or not the employee is in condition to return to his regular duties without hazard to the employee or to others.

(D) The City Manager or designee may require that an employee be examined by a physician designated by the City, at the City's expense, at any time.

### **Section 12.06. Notification**

(A) To be placed on sick leave the employee shall be responsible for notifying the Division Manager or his/her designee. Such notification shall be given as soon as possible and before the start of the employee's assigned hours of duty but not less than one (1) hour prior to the individual's reporting time. Each division shall establish a procedure for notification. Information shall be given as to the reasons for the absence, its probable duration and other related data.

(B) Where such notification and information are not received in a timely manner, the Utilities Director or his/her designee shall not authorize payment for absence of sick leave. Such absence shall be recorded as unauthorized and without pay and shall be subject to discipline up to and including discharge.

### **Section 12.07. Payment**

(A) Payment shall be made only for the approved use of allowed, earned sick leave and shall be at the employee's regular straight time rate of pay as of the last day worked before the start of such period of leave.

(B) Payment shall be made only for a working day for which the employee otherwise should have received pay; no payment shall be made for any time for which the employee otherwise receives pay.

(C) An official holiday occurring during an approved sick leave period shall be paid for as such; no charge shall be made against any sick leave for such holiday.

- (D) Charges against allowed, earned sick leave shall be in units of one half (1/2)

hour minimum.

(E) Where earned sick leave has been allowed by management and is used for other than illness or injury, the time off shall be without pay and the employee shall also be subject to disciplinary action up to and including discharge.

(F) Separation from the City's service, prior to retirement, shall cancel all earned sick leave (current, accumulated and unused), except that, if any employee is laid off, all previously-earned sick leave (current, accumulated and unused) will be reinstated to the employee's sick leave bank. No sick leave shall accrue during a period of layoff.

(G) At least sixty days before the City Commission votes to accept any offer to purchase/contract-out the Lake Worth Electric Utility, the parties agree to re-open negotiations with respect to successor clause language, changes in retirement vesting and pension benefits, cashing-in of sick leave, and other possible items associated with any lay-off that such purchase/contracting-out might contemplate.

(H) Upon pension qualifying (age and years of service) retirement, an employee will be paid for all sick leave up to two hundred (200) hours at 50% of his/her rate of pay.

1. Pension qualifying retirement means:
  - (a) A participant who retires prior to October 1, 2015, and has:
    - (i) Twenty (20) continuous years of service; or
    - (ii) His or her years of service, when added to his or her age, equals or exceeds seventy-five (75), provided that the participant has at least ten (10) years of service.
  - (b) A participant who retires on or after October 1, 2015, and has:
    - (i) Ten (10) or more years of continuous service with the City and sixty-five (65) years of age or older; or
    - (ii) Thirty (30) or more years of continuous service with the City and fifty-five (55) years of age or older.

## **ARTICLE XIII**

### **LEAVES OF ABSENCE**

#### **Section 13.01. Bereavement Leave.**

Bereavement leave for an employee, during the periods of stress caused by the death of an employee's spouse, domestic partner, parent, grandparents, grandchild, sibling, child, foster child, parent-in-law, aunt, uncle, sibling-in-law, grandparents of spouse or domestic partner, legal guardian. The employee shall be allowed time off with pay for all reasonable and necessary time up to and including three (3) consecutive working days. The relationships given shall include those arising from marriage or adoption. Up to two (2) additional working days not charged against any other leave may be granted at the sole discretion of the department director if the funeral is out of state.

#### **Section 13.02. Court Leave**

(A) Employees attending court as a witness on behalf of a public jurisdiction or for jury duty during their normal working hours shall receive full pay equal to their normal work schedule for the hours they attend court. This time shall be charged as leave with pay.

(B) All regular full-time employees subpoenaed to attend court on behalf of the City are eligible for leave with pay.

(C) Employees who attend court for only a portion of a regular scheduled day are expected to report to their supervisor when excused or released by the Court. If a shift worker receives notice for jury duty and notifies his Division Manager or his designee on his next work day following receipt of the notice, such employee may be rescheduled to a work week as follows Saturday and Sunday off, and Monday through Friday on the day shift for the period of jury duty.

#### **Section 13.03. Conference Leave.**

(A) The Utilities Director may grant conference leave with pay, together with the necessary travel expenses in order that employees may attend conferences, schools and similar events designed to improve their efficiency, if considered to be in the best interest of the City. All leave and expenses will be recommended by the Division Manager subject to approval of the Utilities Director.

(B) Employees will not be compensated for time spent traveling outside of regular working hours for attendance at voluntary conferences, seminars, classes, etc. If an employee is MANDATED to travel by the City, and such travel is approved by the Utilities Director, the employee will be entitled to compensation in the event such travel takes him outside of the employee's regular work hours.

#### **Section 13.04. Military Leave**

The City will grant military leave to employees in accordance with the Uniformed Services Employment and Re-employment Rights Act (USERRA) and Florida Statutes Chapter 115 and Statute 250.48.

(A) Leave for Military Training Purposes

1. Employees who are reserve officers or reserve enlisted personnel in the United States Military or Naval Service or members of the Florida National Guard are entitled to leaves of absence from their respective duties when assigned to active or inactive duty for training purposes. Leaves of absence under the provisions of this section shall not exceed seventeen (17) working days in any one annual period.
2. The leave of absence for Military Training Purposes will be granted with pay, without loss of vacation leave or time, as long as the leave period does not exceed the annual allotment of seventeen (17) working days. The definition of "working day", as stated in Florida Statute 115.07(3), as it applies to Military Leave for training purposes is: shifts of twelve (12) hours or less shall equal one (1) working day leave of absence; shifts of over twelve (12) hours and up to twenty four (24) hours shall equal two (2) working days leave of absence.
3. Administrative leaves of absence for additional or longer periods of time for assignment to duty functions of a military character shall be granted by the City without pay.
4. During the period of leave, the employee shall be entitled to retain their benefits outlined within the terms of the Collective Bargaining Agreement.
5. Time spent as Military Leave of Absence for Training will be considered as creditable service as permitted in the City's Pension Ordinance.

(B) Leave for Active Military Service (Not for Training Purposes)

1. Employees who are officers or enlisted personnel in the National Guard or a reserve component of the Armed Forces of the United States may, subject to the provisions and conditions set forth in Florida Statutes, be granted leave of absence from their respective offices and duties when ordered to active military service.
2. The first thirty (30) days of any such leave of absence are to be with full pay, in accordance with applicable federal law and Florida State Statutes, as amended. After the first thirty (30) days of service, the City will supplement the military pay in an amount necessary to bring the employee's salary up to the level of the civilian pay, inclusive of any incentives earned at the time they were called to active military duty. Should the employee's military salary be equal to or greater than the employee's civilian salary, no supplement shall be given. The supplement shall be given upon receipt of appropriate written verification of military earnings (e.g. wage statement or written verification from the military personnel office).
3. Time spent as Military Leave of Absence for Active Military Service shall be

considered as creditable service as permitted in the City's Pension Ordinance.

(C) Required Documentation and Calculation of Leave Time

If the employee is called to active military duty or to Reserve or National Guard training, or if the employee volunteers for the same, the employee shall notify the supervisor and submit copies of the military orders as soon as practicable. The employee will be granted a military leave of absence for the period of military service, including the time reasonably necessary to travel to and from the site of duty or training.

(D) Reemployment after Completion of Military Duty/Training

Upon separation from active military service, the employee will be eligible to return to the former position held or a similarly comparable position with no loss in seniority, pay or benefits. The City may, in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA), require the employee to submit to a medical examination to determine the employee's fitness to perform the essential job functions of the position to which the employee may be returning. Upon discharge from military service, an employee shall, in accordance with the Timely Application Requirements of the USERRA, notify the City of his/her intention to return to work.

**Section 13.05. Leave Without Pay.** The decision to grant a leave without pay (leave of absence) is a matter of managerial discretion. It shall be incumbent upon each Division Manager to determine each case on its own merits. In each case the City shall make a reasonable effort to return the employee to his former position or a similar position of the same classification in another division. Leave without pay for thirty (30) days or longer will result in a corresponding adjustment of anniversary and classification dates. An employee granted a leave of absence must keep the Division Manager informed regularly of his current activity (school, medical, military, etc.). In addition, the employee must keep the Division Manager advised of his current address at all times. An employee granted a leave of absence shall contact his Division Manager at least two weeks prior to the expiration of the approved leave in order to facilitate the reinstatement process. If the employee fails to return to work at the expiration of the approved leave, he shall be considered absent without permission and his job shall be declared vacant. No medical leave or annual leave will be earned by an employee for the time that the employee is on leave without pay.

**Section 13.06. Union Leave.** The Utilities Director may grant Union leave without pay to employees in order that they may attend conferences, seminars, and similar events. The employee shall not be considered absent in determining pay for holidays described in Section 10.02(C).

## ARTICLE XIV

### GRIEVANCE PROCEDURE

#### Section 14.01. Grievance

(A) A grievance is defined as a misapplication or misinterpretation of the specific terms of this Agreement. Grieving "reasonable suspicion" for drug and alcohol testing under the City personnel policy shall follow the grievance procedure in this Article.

(B) The term "employee" includes any individual within the bargaining unit covered by this Agreement.

(C) The term "day", when used in this procedure, shall mean calendar days, Monday through Friday, exclusive of holidays.

(D) A "grievant" is a person affected by the misapplication or misinterpretation of this Agreement. A grievance shall be processed as hereinafter provided.

**Section 14.02. Withdrawal of Grievance.** A grievance may be withdrawn by the grievant at any time and at any step of this procedure, provided however, that the same grievance may not be filed a second time for the same event after the grievance has been withdrawn or if the grievance was settled by the Union and the City.

#### Section 14.03. Grievance Procedure

(A) Should any misapplication or misinterpretation of this Agreement arise between an employee covered by this agreement and a representative of the City, the employee and/or department job steward shall discuss such difference informally with the immediate Supervisor within five (5) days of such misapplication or misinterpretation, for the purpose of settling such differences in the simplest and most direct manner in order to avoid grievances. If after this discussion there is not a satisfactory resolution, such matter will be taken up in the following manner:

Step 1— The matter will become a formal grievance if reduced to writing on the proper grievance form, signed by the party making the grievance and presented to the immediate Supervisor by the department job steward, within ten (10) days of its occurrence.

Step 2— If the matter is not settled in Step 1 within ten (10) days, the Division Steward and the Division Manager, or such representative as either may designate, shall discuss the matter further.

Step 3— Any matter not settled in the above steps shall, within ten (10) days after disposal in Step 2, be referred to the Utilities Director and the Chairman of Local 359-3, or such representative as either may designate. Only decisions from this step forward shall be binding and precedent setting.

Step 4— Any matter not settled in the above steps shall, within fifteen (15) days after disposal in Step 3, be referred to the City Manager and the President of the Union, or such representative as either may designate.

Step 5— Should any matter that has been referred to representatives of the parties, as provided in Step 4 above, not be satisfactorily adjusted within ten (10) days from date of such referral, either party may within thirty (30) days from disposal in Step 4 demand arbitration of the matter by giving written notice to the other. The arbitration proceedings shall be in accord with the rules of FMCS.

(B) If in any of the above steps the Union fails to proceed within the time limits given, the Union will forfeit its right to proceed with the grievance. However, it may be mutually agreed in writing to extend the time period in any step up to ten (10) days.

(C) Within a reasonable period after bilateral approval of this contract; the employer shall develop a grievance processing form similar to that currently used in the Lake Worth IAFF contract for use in processing grievances pursuant to this agreement.

(D) The arbitrator shall have no power to add to, subtract from, modify or alter the terms of this Agreement. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement "not to be subject to arbitration" or which is not specifically covered by this Agreement; nor shall this Collective Bargaining Agreement be construed by an arbitrator to supersede applicable laws in existence at the time of this Agreement. The arbitrator may not issue declaratory or advisory opinions and shall confine himself exclusively to the question which is presented to him, which question must be actual and existing. The arbitrator shall render the decision in writing within thirty (30) days, or as soon as possible after the close of the arbitration hearing, and shall furnish a copy to the Utilities Director and the Union. Both parties agree that the decision of the arbitrator shall be final and binding on all parties. The cost of the arbitrator will be borne equally between the parties.

#### **Section 14.04. General Provisions**

(A) The time limits provided in this Article shall be strictly observed, unless extended by written agreement by the parties. Failure of the Union or the grievant, whichever is appropriate to proceed with the grievance within the times hereinbefore provided, shall result in the dismissal of the grievance. Failure of the City or its representatives to respond within the times provided, shall entitle the Union or the grievant, whichever is appropriate, to proceed to the next Step in the Grievance Procedure.

(B) All grievances shall be processed, whenever possible, during times which do not interfere with, or cause interruption of an employee's work responsibilities.

(C) The filing of a grievance shall in no way interfere with the right of the City to proceed to carry out its management responsibilities, subject to the final resolution of the grievance. The employee shall abide by the management decision involved in any grievance, prior to and during the time the grievance has been filed, and shall not discontinue his duties prior to or during the time a grievance is being processed unless the safety of an individual is imperiled as determined by the Division Manager.

(D) The date of disposition shall be the date on which the immediate supervisor or other management official delivers the disposition to the Union or the grievant, whichever is appropriate.

(E) When any favorable or unfavorable incident occurs to an employee, a record of which is made by the City, he will be furnished a copy of same within two (2) weeks of its occurrence in order that he may have an opportunity to respond in writing within two (2) weeks of the employee receiving said copy. If this provision is not complied with, no such incident will be considered in applying disciplinary action nor will it be used against an employee in grievance or arbitration procedure.

(F) If an employee received a letter of discipline and such letter is placed in the employee's personnel file, the City agrees to identify such records "Stale - Not to be considered when considering promotions or in any grievance proceeding," after a period of no more than three (3) years, unless said employee has another letter of discipline prior to that time. For incidents involving insubordination, the time period will be no more than five (5) years.

## ARTICLE XV

### MISCELLANEOUS RULES AND BENEFITS

**Section 15.01. Steward.** The Union would be permitted to appoint Stewards for each Division of the Utilities Department.

**Section 15.02.** Meals will be provided to employees in emergency situations as determined by the City as well as in those circumstances where an employee has at least two (2) hours of unscheduled overtime. Unscheduled overtime shall be interpreted to mean where an employee is informed during his regular shift that he will have to remain for at least two (2) hours into another shift. Where this occurs, the employee will receive a free meal or will be given the opportunity to leave the job site and eat a meal, the cost of which will be reimbursed by the City. Meals will be provided only after an employee works over five (5) hours of emergency call out overtime and will receive an additional meal for every five (5) hours of continuous overtime work. Meals provided consistent with this Section shall be paid at a rate of \$15.00 per meal.

#### **Section 15.03. Health and Welfare**

(A) The City provides Group insurance protection for its employees. General benefits of the health insurance plan will be found in the insurance booklet.

(B) Solely to allow the City to calculate the appropriate insurance premiums and to provide COBRA notices, all employees shall promptly notify the Division Manager of any changes in their marital or familial status.

(C) Group insurance coverage may be selected by the City at its discretion. However, no later than July 1 of each contract year, both parties agree to meet and confer about the cost of insurance premiums for employees based on current market at that time. The Union will appoint no less than two (2) members from the bargaining unit to participate in these discussions. The discussions will include selection of benefit provider, plan performance and current market rates.

(D) City Contribution to Insurance.

1. The City will pay 100% of the employee's modified individual group health insurance POS premium
2. For employees selecting the PPO plan, the City shall pay no less than 83% of the monthly premiums for individuals and the employee shall be responsible for paying the remaining portion of the monthly premium.
3. For employees selecting dependent coverage from any plan offered, the City shall contribute no less than 50% of the premium per month toward family coverage (if applicable). The employee shall be responsible for the remaining portion of the monthly premium.

(E) The City will provide, at no cost to the employee, a group term life insurance policy providing a death benefit of \$25,000. Employees may purchase additional insurance coverage from the name carrier at the group rate in any amount that the carrier will permit. Employees electing this additional coverage must authorize payroll deduction for the applicable premiums.

(F) Light Duty.

1. Work Related Injuries and Illnesses

If an employee suffers a work related injury or illness and becomes physically able to perform some useful alternate or transitional duty work, the City will consider alternate or transitional duty work for the employee, if there is such work available and if such work is consistent with the employee's medical limitations. The City is not required to create or provide alternate or transitional duty work. The availability and duration of alternate or transitional duty work is up to the sole and exclusive discretion of the City.

2. Non-Job Related Injuries or Illnesses

If an employee suffers a non-job related injury or illness and becomes physically able to perform some useful alternate or transitional duty work, the City will consider alternate or transitional duty work for the employee, if there is such work available in the employee's department and if such work is consistent with the employee's medical limitations. The City is not required to create or provide alternate or transitional duty work. The availability and duration of alternate or transitional duty work is up to the sole and exclusive discretion of the City.

**Section 15.04. Deductions.** Federal Withholding, Social Security and Pensions are deducted from paychecks in accordance with law. Any other deductions, including Group Insurance, U.S. Savings Bonds, etc., are made only by written request of the employee.

**Section 15.05. Payroll Deduction for Union Dues**

(A) The City agrees to deduct, upon receipt of a voluntary written authorization, the monthly dues and one time only, the initiation fee from the pay of each International Brotherhood of Electrical Workers member. The amount to be deducted shall be certified to the Employer by the Local Union upon request by the City. Employees covered by this Agreement may authorize payroll deductions for the purposes of paying dues. No authorization shall be allowed for payment of special assessments, fines, penalties or delinquent dues.

(B) The Union will notify the City as to the amount of dues. Such notification will be certified to the Director of Finance in writing over the signature of an authorized officer of the Union at least thirty (30) calendar days in advance of the effective date. Changes in membership will be similarly certified to the City and shall be done at least thirty (30) calendar days in advance of the effective date of such change.

(C) The Union will indemnify, defend, and hold the City harmless against any and all claims, demands, suits or other forms of liability that shall out of, or by reason of action taken or

not taken by the City on account of payroll deductions of Union dues. The Union agrees that in case of overpayment, proper adjustment, if any, will be made by the Union to the affected employee.

(D) The cost of dues deduction, as provided for in this Section shall be five cents (5¢) per month and one dollar (\$1.00) per change which causes a program change. In addition, there shall be a one-time set up charge of five hundred dollars (\$500.00). The cost of the dues deductions and changes shall be deducted from the monies transmitted to the Union. These costs shall be effective as of the initial date of dues deductions.

(E) The payroll deduction shall be revocable by the employee by providing thirty (30) days written notice to the City's Director of Finance.

(F) The City agrees to deduct, upon receipt of a voluntary written authorization, the monthly Local 359 Electro PAC dues.

#### **Section 15.06. Retirement Plans.**

(A) The employees will remain members of the current pension plan as described in Ordinance No. 2010-19.

(B) Employees who meet qualifications for retirement (age and years of service) will be eligible to enter DROP

(C) Deferred Retirement Option Plain (DROP). The Drop shall be as follows:

A participant's deferred retirement account shall only be credited or debited with earnings for sixty (60) months or until the participant sooner dies, retires, or terminates employment. If a participant is employed in covered employment by the City after participating in the DROP for sixty (60) months and does not retire or terminate employment, beginning with the participant's 61<sup>st</sup> month of DROP participation, the participant's deferred retirement option account will no longer be credited or debited with earnings while the participant is so employed. Only monthly payments will continue to be made to the participant's account until the participant retires, terminates employment or dies. A participant employed by the City in covered employment after five years of DROP participation will remain ineligible for preretirement death or disability benefits. Effective October 1, 2010 upon entry into DROP a participant shall submit a letter of resignation stating the anticipated employment termination date, not to exceed sixty (60) months from the participant's DROP entry date.

(D) The parties acknowledge that they have been actively bargaining for a cash balance plan for new employees. The parties agree to continue to bargain on the subject of pension notwithstanding any zipper clause and shall meet at reasonable times and places to finalize this issue without delay.

#### **Section 15.07. Safety Program**

Safety of the employees is of paramount importance and shall be given first consideration at all times. Both the City and Union are jointly committed to creating a safe work environment for all employees and developing a proactive safety program that ultimately eliminates injuries in the

workplace. Therefore, it is agreed between the parties, a *Leadership Joint Safety Committee (LJSC)* shall be formed immediately after ratification of this agreement which shall be comprised of the Utilities Director or his/her designee and Safety Manager for the City, the Business Manager or his/her designee and an additional committee person selected by the by the Business Manager for the Union. The purpose of this committee, but not limited to by mutual agreement, shall be to develop, implement and monitor an overall proactive safety program, effective safety strategies, safety rules, standards and procedures, approve safety equipment, an employee injury and unsafe act/condition reporting and feedback process, investigate all on the job injuries and develop countermeasures to prevent re-occurrence, review all unsafe acts/conditions investigated by the Joint Safety Advisory Committee (JSAC) with additional recommendations if necessary and shall meet as often as necessary to accomplish these initiatives. It is further agreed a *Joint Safety Advisory Committee (JSAC)* shall be formed immediately after ratification of this agreement which shall be comprised of the City Risk Manager, one (1) management representative from the Electric Utility and one (1) management representative from the Water Utility for the City and three (3) representatives selected by the Business Manager for the Union. The purpose of this Committee shall be to implement and adhere to the overall safety program, standards, procedures and recommendations developed by the Leadership Joint Safety Committee (LJSC) at the work locations. The Committee shall conduct monthly employee safety meetings and shall meet prior to these meetings to prepare an agenda, topics, reports and presentations for productive, proactive and informative safety meetings. The committee shall report directly to the Leadership Joint Safety Committee on all matters and shall be responsible for investigating all unsafe acts/conditions when reported and take immediate action to correct the situation or make it safe then report their findings and recommendation(s) to the LJSC for review. Any issues that cannot be resolved by the Committee shall be referred to The Leadership Joint Safety for resolution.

#### **Section 15.08. Job Descriptions**

(A) Management will complete the task of drafting job descriptions for those positions which do not have them and update job descriptions when and where changes are required. The City will forward these new job description drafts and updated job descriptions to the Union in a timely manner for review, whereby the parties will meet, confer about said positions. In a case where a job is newly created or changed and the parties agree that it is appropriate for the bargaining unit or think that it is not, they shall submit a joint unit clarification petition to PERC to ensure the PERC certification reflects the correct positions in the bargaining unit. In the case of a disputed position, the parties retain their respective rights under the law to assert their position with respect to the positions with the Commission if they so choose.

#### **Section 15.09. Working Conditions.**

(A) No Journeyman will be required to work on live voltages of over 480 volts phase to phase without another Journeyman present.

(B) Journeymen shall have a choice to hot stick or rubber glove any voltages 13.2 or above phase to phase (live). Journeymen are required to glove voltages below 13.2.

(C) No employee will be required to work outside in inclement weather except in cases of emergency. Emergency is defined as customer outages, lines down, where there is danger to personal property, or clogged or broken utility owned pipes. Inclement weather is defined as

high winds, heavy rains and lightning, except for linemen who shall not be required to work in the rain except in cases of emergencies as defined above.

**Section 15.10. CDL License Renewal.** Employees required by the City to maintain a CDL license shall have one half of the renewal cost of the license paid for by the City.

**Section 15.11.** Employees of the City shall be allowed to work in the same department as a relative of the employee provided that the relatives are not in a reporting relationship and so long as neither employee advocates for the appointment, employment, promotion or advancement of the other to a position within the City and meets all other obligations imposed by Florida Statute Section 112.3135, as amended from time to time. Management retains the sole discretion to assign crews on callback situations to allow for temporary and periodic assignment of relatives to the same crew.

**Section 15.12. Fire Retardant Clothing.** During the term of this Agreement, the parties agree that the City will move toward a procedure to provide each employee required by their position to wear fire retardant clothing the opportunity to order through a City-authorized vendor up to an appropriate dollar amount of required Fire Retardant Clothing.

The Leadership Joint Safety Committee shall determine the nature and type of the required fire retardant clothing and the annual cost estimate associated with the clothing. The Leadership Joint Safety Committee shall address and review these fire retardant clothing issues as directed by the City and IBEW negotiating teams and shall report back to the City and IBEW negotiating committees regarding their findings within the parameters jointly set by the City and IBEW negotiating teams. Such findings shall be reviewed by the City and IBEW negotiating committees and the parties shall memorialize any agreement through a Memorandum of Understanding reflecting the nature and type of the required fire retardant clothing and the appropriate annual amounts to be authorized.

Once fire retardant clothing is ordered, the maintenance, cleaning and care of such clothing and gear shall be the sole responsibility of the employee. Employees who do not utilize all of the available funds for the purchase of such clothing by the end of each fiscal year shall forfeit the use of any remaining funds.

## ARTICLE XVI

### CONFLICT WITH LAWS AND GOVERNMENT REGULATIONS

#### **Section 16.01. Conflict with Laws and Government Regulations**

(A) The Union and the City acknowledge that they had an opportunity, during the negotiations which led to this Agreement, to bargain over any and all subjects not removed by law from the scope of bargaining. This Agreement constitutes the complete and entire understanding of both parties concerning all matters which were subject to negotiations, and also concerning those matters which were not discussed in negotiations, it being understood that the Union and the City have achieved only those benefits which are expressly set forth in this Agreement. During the term of this Agreement, the Union and the City waive any right to further bargain concerning any matter over which they might have the right to bargain, except with regard to any changes which the Union and the City should desire to make which have the effect of altering wages, benefits, or terms and conditions of employment embodied in this Agreement. In the event any such changes are made by the Union and the City, it is agreed that they may be made at the time desired by the Union and the City, however, the Union and the City shall have the right, upon request, to bargain over the effects which such changes have brought upon this Agreement, if any, and to secure a written amendment to this Agreement if such bargaining produces an agreement.

(B) Any part of this Agreement that may be construed by proper authority or by mutual agreement to be in conflict with mandatory State or Federal laws or Executive orders, then such part shall be suspended and the appropriate mandatory provision of the State or Federal laws or Executive order shall prevail.

**Section 16.02.** This Agreement shall supersede any resolutions, regulations or practices of the City, promulgated and adopted by the City.

**Section 16.03.** There shall be no benefits, implied or otherwise, accruing to the benefit of the bargaining unit or the member thereof except those benefits as herein expressly provided in this Agreement.

## ARTICLE XVII

### WAGES

**Section 17.01. Wage Increases During the Term of Contract.** All bargaining unit classifications within IBEW shall receive a 4% increase in base pay effective October 1, 2015.

The parties agree to reopen Article VII, Wages, Section 17.01, in each of Fiscal Years 2016/2017 and 2017/2018 on or before March 1<sup>st</sup> prior to the start of each fiscal year.

Accordingly, wages during the term of the contract are as follows:

October 1, 2015	4% increase in base pay
October 1, 2016	UNK--To Be Negotiated
October 1, 2017	UNK--To Be Negotiated

**Section 17.02. Pay Plan.** The wage ranges for all bargaining unit classifications are set forth in Attachment "A" to this Agreement.

**Section 17.03.** Any employee promoted to a position within the bargaining unit shall receive an increase in pay equal to the greater of 5% of the employees current rate of pay or the bottom pay rate of the position to which the employee is entering not to exceed the mid-point of the new position during the initial probationary period.

#### **Section 17.04.**

(A) Performance Evaluations. It is the City's intent to create and implement a City- wide performance evaluation tool. The City agrees to bargain this matter to the extent required by Law.

(B) Merit Plan. The parties incorporate by reference the relevant portions of Section I.C. (found at pages 2 through 6) of the report entitled, "Proposal for Merit Compensation: A Report of the Joint Advisory Committee of the City of Lake Worth and the International Brotherhood of Electrical Workers, Local 359-3," submitted to the City Manager on 22 March 1995.

**Section 17.05. No Continuing Effect.** Nothing in this Agreement shall be construed to require any increases in wages after the expiration date specified above in section 1.03 except as identified in Section 17.04 above.

**Section 17.06. Longevity Bonus.** No employee shall receive a longevity bonus until a successor agreement is ratified by the parties, unless the employee was eligible to receive longevity prior to September 30, 2011. For an employee who was eligible for longevity prior to September 30, 2011, 70% of the employee's longevity bonus rate will be calculated and used as a fixed 'add pay' amount per hour as of October 1, 2011.

**Section 17.07. State of Emergency.** Once the Utility director or designee declares a State of

Emergency for the City of Lake Worth, employees who are deemed essential to restore utility services to the City shall receive regular pay plus one and one half (1 ½) times regular rate of pay for hours worked until emergency state is undeclared.

**SIGNATURE PAGE**

This Agreement was entered into effective October 1, 2015 and all changes are prospective from the date of signature unless otherwise agreed to.

This Agreement is signed this \_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF LAKE WORTH, FLORIDA  
Reviewed and Approved for Execution

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL 359-3

BY: \_\_\_\_\_  
Michael Bornstein, City Manager

BY: \_\_\_\_\_  
Dwight A. Mattox, President

BY: \_\_\_\_\_  
Pam Triolo, Mayor

BY: \_\_\_\_\_  
Samuel L. Jackson, Chair Local 359-3

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:

BY: \_\_\_\_\_  
Glen J. Torcivia, City Attorney

ATTEST:

BY: \_\_\_\_\_  
Pamela J. Lopez, City Clerk

**ATTACHMENT "A"**

**EFFECTIVE 10/1/2015**

<b>BARGAINING UNIT JOBS (by Division)</b>		<b>PAY SCALE</b>	
<b>Electric Power Production Division</b>			
<b>Operations</b>			
<b>Job Code</b>	<b>Title</b>	<b>Min</b>	<b>Max</b>
4500	Shift leader	\$33.13	\$36.33
4502	Shift leader Relief	\$31.72	\$33.74
4501	Chief Shift Leader	\$36.33	\$38.15
4506	Combined Control Room Operator	\$29.84	\$31.31
4510	Combined Control Room Operator Relief	\$27.22	\$28.57
4514	Auxiliary Equipment Operator	\$20.03	\$25.38
4516	Plant Helper	\$16.79	\$19.80
<b>Maintenance</b>			
<b>Job Code</b>	<b>Title</b>	<b>Min</b>	<b>Max</b>
4520	Chief Electrician	\$33.13	\$36.33
4521	Chief Mechanic	\$33.13	\$36.33
4523	Performance and Environmental Specialist	\$33.13	\$36.33
4522	Instrumentation and Controls Specialist	\$31.98	\$34.43
4526	Results Specialist	\$31.98	\$34.43
4528	Machinist	\$30.57	\$32.06
4530	Mechanic I Welder	\$30.20	\$32.06
4532	Power Plant Electrician	\$29.84	\$31.30
4534	Mechanic	\$29.84	\$31.30
4536	Instrument Technician	\$29.84	\$31.30
4509	Results Technician	\$23.16	\$25.38
4540	Parts & Property Clerk	\$22.02	\$25.89
4542	Apprentice Electrician	\$23.16	\$25.38
4544	Apprentice Instrument Technician	\$24.60	\$25.38
4546	Apprentice Mechanic	\$24.60	\$25.38
4515	Maintenance Foreman	\$36.33	\$38.15
<b>Electrical Transmission and Distribution Division</b>			
<b>Job Code</b>	<b>Title</b>	<b>Min</b>	<b>Max</b>
4552	Line Foreman	\$33.13	\$36.33
4556	Troubleman	\$33.13	\$36.33
4558	Lineman	\$30.35	\$33.37
4559	Utilities Coordinator	\$26.49	\$31.88
4560	Apprentice Lineman (Generally)	\$18.21	\$28.83
4560a	Pre-Apprenticeship (1st 6 months)	\$18.21	\$18.21
4560b	Pre-Apprenticeship (2nd 6 months)	\$19.73	\$19.73
4560c	Apprentice Lineman (1st Step—6 months)	\$21.25	\$21.25

4560d	Apprentice Lineman (2nd Step—6 months)	\$22.76	\$22.76
4560e	Apprentice Lineman (3rd Step—6 months)	\$24.28	\$24.28
4560f	Apprentice Lineman (4th Step—6 months)	\$25.80	\$25.80
4560g	Apprentice Lineman (5th Step—6 months)	\$27.32	\$27.32
4560h	Apprentice Lineman (6th Step—6 months)	\$28.83	\$28.83
4568	Troubleman Helper	\$20.01	\$21.68
4564	Tree Trimmer Foreman	\$21.58	\$23.56
4565	Tree Trimmer I Spray Technician	\$18.14	\$21.13
4566	Tree Trimmer	\$16.79	\$19.79
4569	Groundman	\$16.79	\$19.79
<b>Engineering</b>			
<b>Job Code</b>	<b>Title</b>	<b>Min</b>	<b>Max</b>
4189	Engineer Field Planner	\$33.13	\$36.33
4188	CAD/GIS	\$24.08	\$33.71
<b>Meter, Relays, Customer Service &amp; Substation Work</b>			
<b>Job Code</b>	<b>Title</b>	<b>Min</b>	<b>Max</b>
4570	Substation Foreman	\$33.13	\$36.33
4572	Meter Foreman	\$33.13	\$36.33
4574	Meter & Relay Specialist	\$32.36	\$33.96
4582	Electronic Device Specialist	\$22.31	\$29.17
4576	Substation Electrician / Lineman	\$30.35	\$33.37
4578	Electric Meterman "A"	\$30.59	\$31.93
4580	Electric Meterman	\$21.25	\$26.49
4583	Meter Service Foreman	\$22.86	\$24.85
4584	Meter Service Worker	\$20.23	\$22.84
4586	Meter Reader	\$13.67	\$20.21
<b>Water Distribution Division</b>			
<b>Job Code</b>	<b>Title</b>	<b>Min</b>	<b>Max</b>
4095	General Foreman	\$31.65	\$35.16
4208	Water Meter Foreman	\$23.72	\$27.07
4212	Foreman	\$23.72	\$27.07
4234	Water Meter Repair Worker	\$16.58	\$23.41
4220	Equipment Operator	\$16.58	\$23.41
4226	Utility Service Worker	\$16.58	\$23.41
<b>Sewer Collection Division</b>			
<b>Job Code</b>	<b>Title</b>	<b>Min</b>	<b>Max</b>
4212	Foreman	\$23.72	\$27.07
4225	Line Technician	\$20.01	\$24.56
4220	Equipment Operator	\$16.58	\$23.41
4226	Utility Service Worker	\$16.58	\$23.41
4230	Trainee	\$13.70	\$15.02

<b>Water Treatment Plant Division</b>			
<b>Job Code</b>	<b>Title</b>	<b>Min</b>	<b>Max</b>
4240	Treatment Operator "A"	\$26.98	\$31.28
4242	Treatment Operator "B"	\$25.83	\$26.97
4244	Treatment Operator "C"	\$18.51	\$22.64
4241	Laboratory Administrator	\$26.98	\$31.28
4236	Laboratory Assistant	\$19.26	\$25.28
4246	Water I Sewer Electrician	\$29.84	\$31.30
4248	Water Production Maintenance Mechanic	\$29.84	\$31.30
4238	Water Production Maint. Mechanic Helper	\$19.26	\$25.28
4250	Treatment Operator Trainee	\$15.85	\$18.28
<b>Sewer Pumping Division</b>			
<b>Job Code</b>	<b>Title</b>	<b>Min</b>	<b>Max</b>
4260	Lift Station Foreman	\$21.23	\$29.84
4264	Lift Station Mechanic	\$16.58	\$24.60
4230	Trainee	\$13.70	\$15.02

## **ATTACHMENT "B"**

### **DISTRIBUTION OF OVERTIME**

1. Each Division shall maintain an overtime list, which shall be updated and posted weekly. Overtime will be distributed equally by classification to the best ability of the supervisor, using the posted overtime list as a guide for such distribution. All employees shall appear on the list.

2. At the beginning of each fiscal year (October 1), the overtime list for each classification shall return to zero. All overtime hours worked by an employee (either in his own classification or while relieving/working in another classification) shall be included in totals shown on the respective overtime list. When an employee permanently enters a new classification, the employee shall be placed on the list at the current average overtime of the classification.

3. Supervisors shall offer overtime to the employee on the list who has the lowest amount of overtime (including refusals), except when such assignment would require the employee to work more than sixteen consecutive hours or affect his rest period. After attempting to reach all the personnel on a particular classification's overtime list, the supervisor may call personnel whose rest period may be affected and then go onto the next higher classification list, in order.

4. Any employee who declines an overtime assignment shall have his overtime balance credited with the number of hours of the assignment. The only employees excepted from this requirement are those who are excused from overtime for a fixed period, pursuant to §9.04(F) of the collective bargaining agreement, those who are ill and have previously called off sick from their regularly scheduled shift that day, and those who are on a previously scheduled vacation day. Note: for overtime distribution purposes only, an employee is considered on vacation from the time he finishes work on his last scheduled workday until his scheduled starting time on his first day back from vacation.

5. Overtime records at each division shall be reviewed every four weeks by the division Manager and the division steward, to determine whether overtime assignments have been made in accordance with this policy. If they agree that overtime has been properly assigned, they shall sign the overtime assignment record, otherwise, the matter shall be referred to the grievance procedure outlined in Article 14 of the collective bargaining agreement.

6. For assignments of an emergency nature such as storm or rush work where employees are temporarily assigned away from their regular headquarters and required to be away overnight for the City or other utilities, in or out of State. The City will select the classifications and numbers of employees to be traveled. The employee, by the selected classifications within the work headquarters, with the most actual hours of overtime worked will be offered the assignment first.

## **ATTACHMENT "C"**

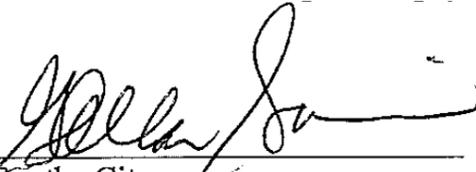
### **MOUs**

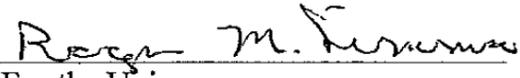
1. MOU Journeymen Linemen Salary-January 8, 2007.
2. MOU Apprentice Lineman Classification-December 22, 2011.

**Attachment C-1**

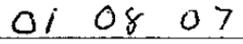
**MEMORANDUM OF UNDERSTANDING**

The City of Lake Worth (City) and IBEW Local 359 agree that journeymen linemen may be hired at the top of the pay scale applicable at the time of hiring. Therefore, the parties also agree to waive the six month period which was previously required for journeymen linemen to attain the top of the pay scale.

  
\_\_\_\_\_  
For the City

  
\_\_\_\_\_  
For the Union

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date

## Attachment C-2

### MEMORANDUM OF UNDERSTANDING

By and between

**The City of Lake Worth, Florida**

And

**The International Brotherhood of Electrical Workers, Local 359**

In the interest of producing quality service and an experienced workforce, the Utilities Department at the City of Lake Worth (City) is reestablishing an apprenticeship program. The International Brotherhood of Electrical Workers, Local 359 (Union) and the City of Lake Worth have reached an agreement on the details of the program as they relate to wages hours and terms and conditions of employment affecting the Apprentice Linemen position. Each Apprentice shall receive a copy of this agreement and program standards and confirm written receipt.

The City's program conforms to the state approved "Standards of Apprenticeship for the City of Lake Worth Utilities Apprenticeship Program" registered with the Department of Education -Division of Career and Adult Education - Apprenticeship. The terms of the apprentice program are not intended to conflict with the collective bargaining agreement and any conflict between the two shall be resolved in favor of this MOU.

The Apprenticeship Committee shall consist of eight (8) member representatives from the City. The Committee shall include a Chairman and a Secretary. The Union shall appoint four members to serve on the Committee and the City shall appoint four members to serve on the committee. The Committee shall meet quarterly and as often as necessary to conduct business. Each member appointment on the Committee is a two-year term.

The apprentice agrees that during and for a minimum of two years after completion of training, he/she is obligated to remain in the employment of the City of Lake Worth. If employee resigns of his own volition during this time, he must reimburse the employer the total cost of the related technical training as defined by the City, and all supplies and materials relating to this training must be returned in a usable condition.

Classroom apprentice absences will not be tolerated. Two unauthorized absences shall result in disqualification from the program. All students that are absent for any reason, must complete an absentee form (Attachment). All absences and tardiness MUST be made up prior to the end of the next month.

#### **Wages**

Whereas the City of Lake Worth is establishing an electric lineman apprenticeship and the apprentice step classifications are not addressed in the current collective bargaining agreement, this memorandum of understanding is meant to establish the pay scales for each step of the apprenticeship program.

The first year, (2-step) program is managed by the City of Lake Worth; the second, third, and fourth years (6-steps) are registered with and per the State of Florida approved apprenticeship program.

The apprentice will be required to attend after-hours training during the 4 year program, generally held one night per week for three hours and one Saturday per month. Such after-hours training will be uncompensated.

Rates of pay are based on a percentage of journeyman lineman scale. As per the State of Florida registered apprenticeship the rates of pay are as follows:

Pre-apprenticeship	Apprenticeship	Journeyman
1st 6-month (60%) \$17.51		
2nd 6-month (65%) \$18.97		
	1 <sup>st</sup> Step (70%) \$20.43 (6 mos.)	
	2 <sup>nd</sup> Step (75%) \$21.89 (6 mos.)	
	3 <sup>rd</sup> Step (80%) \$23.34 (6 mos.)	
	4 <sup>th</sup> Step (85%) \$24.80 (6 mos.)	
	5 <sup>th</sup> Step (90%) \$26.26 (6 mos.)	
	6 <sup>th</sup> Step (95%) \$27.72 (6 mos.)	
		\$29.18*

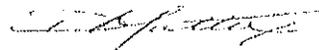
\*Upon passing the Journeyman Lineman test, the employee will receive 100% of the Journeyman Lineman Scale, and will be advanced to a Journeyman Lineman position.

Signed by the duly authorized representatives of the referenced parties this 21<sup>st</sup> day of December 2011.

FOR THE CITY

FOR THE UNION

  
 \_\_\_\_\_ 12.22.11  
 Mark A. Gandy 12/22/11



\_\_\_\_\_

~~2010-2013~~October 1, 2015 – September 30, 2018

***COLLECTIVE BARGAINING  
AGREEMENT***

BETWEEN

THE CITY OF LAKE WORTH

AND

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

LOCAL 359-3

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## **PREAMBLE**

This agreement is entered into by the City of Lake Worth, Florida, hereinafter referred to as the "City", and the International Brotherhood of Electrical Workers, Local 359-3, hereinafter referred to as the "Union" for the purpose of promoting harmonious relations between the City and the Union, to establish an orderly and peaceful procedure to settle differences which might arise and to set forth the basic and full Agreement between the parties concerning rates of pay, hours of work and other terms and conditions of employment as provided by law.

Therefore, the parties mutually and in good faith agree to the following:

## ARTICLE I

### GENERAL CONDITIONS- RECOGNITION AND REPRESENTATION

**Section 1.01.** The City recognizes the rights of its employees to organize and to bargain collectively through representatives of their own choosing. The Union is hereby recognized as the exclusive collective bargaining representative with respect to rates of pay, hours of work and other conditions of employment for all employees of the City as certified by the Public Employees Relations Commission (PERC) Certification No. 52, dated March 20, 1981, as amended by Orders of December 18, 1984 and August 11, 1994, and any subsequent PERC orders. The City agrees to meet and deal with the duly accredited officers, committee or representatives of the Union on all matters covered by the terms of this Agreement. No employee who is a member of another bargaining unit certified by PERC will be assigned to perform the job functions of those employees covered by the PERC certification described in this Section.

**Section 1.02.** The City and the Union subscribe to the principle that differences shall be resolved by peaceful and appropriate means, including but not limited to creation of labor- management committees to address certain issues as they arise, without interruptions of the services provided. The Union agrees that there shall be no strikes, work stoppages, or other concerted refusal to perform work by Union members covered by this Agreement. The City agrees that there shall be no lockouts or other concerted refusal to allow the employees to perform work.

**Section 1.03.** ~~This Agreement was made and entered into this 26th day of September 2011, between the City of Lake Worth and the International Brotherhood of Electrical Workers, Local Union 359-3 expiring on September 30, 2013. This Agreement shall become effective on October 1, 2015 after a majority of those bargaining unit members voting on the question of ratification and after ratification by the City Commission on behalf of the City. The parties recognize that the status quo was in place from the prior Agreement from October 1, 2013 through the effective date of this Agreement and there shall be no retroactivity. This Agreement shall remain in effect through September 30, 2018.~~

#### **Section 1.04. Amendments**

(A) Negotiations for the period after the three (3) year term of this agreement may be initiated by either party by providing written notice at least ninety (90) days prior to the expiration date, September 30, ~~2013~~2018. Such notice shall identify the articles the party seeks to reopen.

(B) Unless otherwise specified herein, the existing provisions of the Agreement shall remain in full force and effect until a conclusion is reached in the matter of proposed changes of the specific terms of this Agreement.

(C) The terms and conditions of this Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary mutual written consent of both parties.

(D) Failure to provide written notice of intention to negotiate, as set forth in paragraph (A) herein, will automatically extend the provisions and terms of this agreement for a period of ninety (90) days. Failure to request bargaining within that second ninety (90) day period shall extend the agreement for an additional ninety (90) days. Failure to request bargaining with the third ninety (90) day period shall extend the agreement for an additional one hundred and eighty (180) days.

(E) The City will provide a copy of the current Agreement to all Bargaining unit employees. The Collective Bargaining Agreement will be available on the City's website. The City will be responsible for updating the contract on the website as necessary.

## **ARTICLE II**

### **DEFINITION OF TERMS**

#### **Section 2.01. Definitions**

(A) Employee: The term "employee" when used hereinafter in the Agreement, shall refer to all employees represented by the Union in the bargaining unit. All references to employees in the Agreement designate both sexes, and whenever the male gender is used, it shall be construed to include both male and female employees.

(B) City: City of Lake Worth, State of Florida, its administrative- representative(s) or agent(s).

(C) Utilities Director: The Director of the Lake Worth Utilities Department, City of Lake Worth, State of Florida, or his/her designated representative.

(D) Business Manager: That person elected to represent the members of Local Union 359-3.

(E) PERC: The Florida Public Employees Relations Commission.

(F) Management: The term "management" as used in this Agreement shall refer to the City Manager, Utilities Director, Assistant Utilities Director, Division Managers and Assistant Division Managers, and any other persons designated by the Utilities Director.

(G) Public Employees Relations Act (PERA): Florida Statutes, 447, Part II, Chapter 74-100.

(H) Probationary Employee: A regular full-time employee serving a probationary period prior to final appointment in that position.

(I) Probationary Period: A six month period of time during which the City will evaluate an employee's performance and ability and decide whether or not the employee is to be retained.

(J) Union: International Brotherhood of Electrical Workers, Local Union 359-3.

(K) Work Week: Five (5) consecutive days, forty (40) hours per week.

(L) Doctor's Certificate: A physician's statement attesting to the medical reason which rendered the employee unable to perform work on the days claimed for sick leave.

(M) Anniversary Date: The date an employee begins employment and the same date in following years. It is also the date from which vacation and sick leave is computed. This date changes if an employee is in a non-pay status for a period of thirty (30) days or more, and then the

anniversary date is deferred by an equivalent amount.

(N) Immediate Family: includes spouse, children, parent, grandparent, grandchild, brother, sister, father-in-law, mother-in-law, Aunt, Uncle, Brother-in-law, Sister-in-law, Grandparents of Spouse, legal guardian, domestic partner, and sole dependent residing in the same household as allowed by the Internal Revenue Service.

(O) Insubordination: The refusal on the part of an employee to submit to the authority vested in management.

## ARTICLE III

### EQUAL OPPORTUNITY AND NON-DISCRIMINATION

**Section 3.01.** The City and the Union agree that the provisions of this Agreement shall be applied to all employees in the bargaining unit without regard to race, color, creed, sex, age, physical handicap, national origin or marital status.

**Section 3.02.** The Union will not discriminate with regard to representation of its bargaining unit members, or with regard to terms and conditions of membership because of race, color, creed, sex, age, physical handicap, national origin or marital status.

**Section 3.03.** The right of employees to belong to, participate in or refrain from belonging to the Union shall not be prohibited, abridged or interfered with, by the City. In addition, the City agrees that there shall be no discrimination against any employee because of his membership in the Union.

**Section 3.04.** Bulletin Boards: The City will permit the Union to use space on bulletin boards so designated in the various divisions where members of the Union are employed. This bulletin board space shall be used for posting authorized Union notices, but restricted to the following:

(A) Notices of Union recreational and social affairs.

(B) Notices of Union elections and results of such elections. (C) Notices of Union

appointments.

(D) Notices of Union meetings.

(E) Notices of educational materials supplied by the Union.

A copy of any material(s) to be posted on the bulletin board, as specified above, shall be supplied to the office of the Utilities Director at the time of such posting. All notices shall be signed by the Business Manager of the Union or an authorized officer so designated in writing by the Union to the Utilities Director.

**Section 3.05.** Use of City Property: Employees shall use City property, equipment, tools and vehicles in a safe and prudent manner, following all safety regulations. Employees shall not use City property, equipment or vehicles except in the performance of their official duty, nor permits use by an unauthorized person.

**Section 3.06.** No employee whose duties involve the use of a badge, card, clothing insignia, or clothing (including work boots) as evidence of authority or for identification purposes shall permit such badges, cards, insignias or clothing (including work boots) to be used or worn by anyone who is not authorized to use or wear same. If the City provides such badges, cards, insignias, or clothing (which must be OSHA-compliant), they shall be worn during any period for which the employee is working, and used only in the performance of the employee's official duties.

**ARTICLE IV**  
**MANAGEMENT**  
**RIGHTS**

**Section 4.01.** The Union recognizes that the City has and will continue to retain whether exercised or not, the responsibility and authority to operate and manage its affairs in all respects; and the powers and authority which the City has not officially abridged, delegated, or modified by the expressed provision of this Agreement, are retained by the City. The rights of the City, through its management officials, shall include but not be limited to the following:

- (A) To manage and direct the employees of the City.
- (B) To hire, promote, transfer, schedule, assign and retain employees in positions with the City.
- (C) To suspend, demote, discharge, or take other disciplinary action against employees for proper cause.
- (D) To relieve employees from duties because of lack of work, funds or other legitimate reasons.
- (E) To maintain the efficiency of the operations of the City.
- (F) To determine the methods, means and personnel by which such operations are to be conducted, including the right to contract and subcontract existing and future work.
- (G) To determine the organization of the City.
- (H) To determine the number of employees to be employed by the City.
- (I) To determine the number, types and grades of positions of employees assigned to an organizational unit, division or special project.

**Section 4.02.** Delivery of services in the most efficient, effective and courteous manner is of paramount importance to the City of Lake Worth. Accordingly, the Union agrees that it will instruct its members to work diligently in order that the services performed meet the above standards.

**Section 4.03.** The City agrees that quarterly meetings, mutually agreed upon between IBEW (Union) representatives and the Labor Relations Officer will be held to discuss problems and objectives of mutual concern involving the implementation and administration of the Labor Agreement. The committee shall consist of two (2) members designated by the Union and two (2) members designated by the City. The Union shall be represented by members of the IBEW Collective Bargaining Unit (CBU). The City (Employer) shall be represented by two (2) employees that are not members of a bargaining unit. The Employer membership shall consist of the City Manager or designee and one (1) other employee not within any Bargaining Unit to be selected by the City Manager. The Labor Management committee shall meet 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; d) other matters of mutual concern.

**Section 4.04.** If civil emergency conditions exist, including but not limited to, riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the Utilities Director during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

**Section 4.05.** In order to assure uniformity of treatment of all employees of the City, including those covered by this agreement, all provisions not addressed in this agreement shall be governed by Resolution No. 28-91 "City of Lake Worth- Personnel Policy" effective July 1, 1991 (as amended through October 1, 1995) except for §§ 7C(2), 7C(3), 7E, and 17 (Bonus Days) thereof; and Resolution U-8-78 is hereby superseded in its entirety.

**Section 4.06.** The City retains the right to test employees for alcohol and controlled substances in accordance with applicable State and Federal law, including, but not limited to, those regulations promulgated by the Federal Highway Administration and Department of Transportation.

**Section 4.07** Alcohol and Substance Abuse Policy

(A) Rights of the City and the Employee

The City recognizes that City employees are not immune from the problems which face society in general. The problems of alcohol and substance abuse have become widespread throughout our community and nation. The purpose of this new policy is to reduce and hopefully eliminate alcohol and drug abuse by employees, while also recognizing the rights of employees to privacy and protection from searches of any kind, which are inherently intrusive, and which should not be undertaken except for real problem situations. This policy is intended to be corrective rather than punitive in application. Employees found to have an alcohol or substance abuse problem will be given one opportunity for rehabilitation before termination from employment is imposed unless, however, while under the influence the employee violates a policy that would normally substantiate termination. Random drug testing may be conducted consistent with law (e.g., safety sensitive personnel). All employees are considered safety sensitive for purposes of this policy unless otherwise agreed to by the parties.

(B) Alcohol/Substance Abuse Prohibited

All City Employees shall:

1. Refrain from impairment for duty by use of illegal drugs, alcohol and/or a controlled substance;
2. Not use any illegal drugs, controlled substance on or off duty not prescribed for use by a licensed physician;
3. Not possess illegal drugs, prescription substances, other than their own, and shall not dispense or sell any controlled substance on duty; and
4. Refrain from using illegal drugs, prescribed medication on duty in a manner that does not substantially conform to the direction of the prescribing physician. Said use shall not result in the employee's impairment while on duty.

(C) Voluntary Assistance Program

On one occasion, employees who voluntarily seek help for an alcohol or substance abuse problem will be given whatever assistance possible in being placed in an alcohol substance abuse program approved by the City and the Union until the approved program administrator is able to state that the employee has been successfully rehabilitated. Tills one opportunity to receive voluntary assistance shall not constitute the first drug/alcohol event for the purpose of discipline. The City will not pay for this program. However, the employee may elect to utilize their EAP and insurance benefits. While in the program, the employee may use his sick leave, vacation time, LWOP, or other leave as authorized by law, if it is necessary to take time off. The employee will also be allowed to return to work upon successful completion of the program or as soon as the clinical program director releases the employee for work, whichever occurs first, but with no loss of status consistent with City policy.

(D) City's Right to Test for Alcohol/Substance Abuse

1. Reasonable Suspicion Drug Testing

(a) All City employees are subject to the least intrusive scientifically accepted method to render the results for the suspected substance if the employee has acted in violation of Section 2 of this Article. If a determination is made that an employee is to be tested pursuant to this provision, the employee will be placed on administrative leave until the results of the drug and/or alcohol test is completed and results conveyed to the employer.

(b) In order for an employee to be subject to the least intrusive scientifically accepted method to render the results for the suspected substance the department head (or designee) must;

i. Give the employee and Union written notice (giving written notice to the Union shall not delay receipt of testing of the employee) in sufficient detail of the facts which led to the employee being subject to blood testing and/or urinalysis; and

ii. Have reasonable suspicion, based on specific objective facts, that the employee has abused alcohol and/or a controlled substance as prescribed in Section 2 of this Article. Reasonable suspicion of alcohol/substance abuse must be certified by the department head (or designee) and, whenever possible, a corroborating witness. Consistent with law, employees may be randomly tested (safety sensitive personnel).

2. Procedure for Positive Screen

In accordance with State and Federal law, guidelines and Rules (as amended) when an employee tests positive, the MRO (Medical Review Officer) is the only certified person to notify that employee and employer. The MRO notifies the employee immediately upon the laboratory's confirmation to him/her, and then the MRO notifies the City and the Collector. The employee must contact Human Resources/Risk Management immediately. HR makes an appointment with the Employment Assistance Program Director (EAP), and has the employee sign a Release. The employee must remain in the EAP Program for their prescribed duration. The employee may return to work upon successful completion of the program. If post-completion treatment is prescribed, it is the employee's responsibility to pay for those visits, as well as the initial program. All visits/classes are to be scheduled after working hours.

3. Upon obtaining a waiver of confidentiality from the involved employee a union representative may accompany an employee at the collection site and follow chain of custody until the sample is sealed and initialed by the collector.

(E) Grieving Reasonable Suspicion

If an employee disputes the department head's certification of reasonable suspicion, the employee must, nonetheless, submit to a blood/urinalysis test as ordered by the department head, while simultaneously filing a grievance over the order. Such grievance may be immediately arbitrated under the expedited arbitration rules of the Federal Mediation and Consolidation Service. Pending the arbitrator's decision, which shall be final and binding, the blood/urinalysis sample shall be frozen. Refusal to submit to testing is grounds for termination from employment.

(F) Blood/Urine Tests

1. In testing for the presence of alcohol, the City shall utilize a generally accepted test procedure, which produces quantitative results showing the amount of alcohol present in the blood or urine. A blood/alcohol measure of .08 or greater is evidence of impairment.
2. In testing for the presence of controlled substances, the City shall in the first instance utilize an inununochemical assay or radiomunoassay test (i.e., EMIT) or current scientifically accepted testing methods on the employee's urine. If the initial test is positive for a controlled substance, the same urine specimen shall be subjected to a further testing using a scientifically accepted testing method for verification. A portion of the urine sample shall be retained for a second verification test as provided herein. If both the initial test and the verification test are positive for a controlled substance, the employee shall be notified of the results by the City's MRO. In order to timely provide such notification, the employee shall be required to contact, by telephone or in person, the Human Resources Director (or acting Human Resources Director), immediately upon hearing from the MRO.
3. A reliable state licensed clinical laboratory shall conduct all blood/urine tests.
  - a. After the employee signs a waiver/release the appropriate designated union representative shall be notified within twenty-four (24) hours that the results of the blood/alcohol test and the second verification sample are finalized.
4. The City shall keep the results of any testing confidential, except as to disclosure to the department head, City Manager, and the employee. Furthermore, any results of positive testing, which are later refuted, shall have affixed thereto the subsequent refutation.

(G) Rehabilitation

1. In the event that the results of the blood/alcohol test or second urine verification test are positive, the employee will immediately contact the City's EAP and enter and remain in an alcohol/substance program approved by the City and the Union until the approved program administrator is able to state that the employee has successfully completed the treatment protocol. The employee will be allowed to return to work upon successful completion of the program or as soon as the clinical program director releases the employee to work, whichever comes first, with no loss of status consistent with City policy.
2. If the employee fails to complete the treatment program, he or she will be terminated from employment. The employee may use accrued leave while in the rehabilitation program, or take leave without pay.

3. If the employee fails to enter the program or fails or cannot be rehabilitated, the employee shall be terminated from employment.

(H) Recurring Alcohol/Substance Abuse

If an employee subsequently tests positive for alcohol/substance abuse at any time, the employee shall be terminated from employment.

(I) Discipline Pending Rehabilitation

On one occasion an employee shall not be disciplined pursuant to Section 3 for alcohol/substance abuse if prior to violating this policy, the employee enrolls in and successfully completes the rehabilitation program. However, employees who are under the influence while on duty may be disciplined with a maximum suspension of two days. Additionally, this Section does not prevent the City from disciplining the employee for the consequences of their alcohol/substance abuse (e.g. absenteeism).

## ARTICLE V

### NO STRIKE PROVISION

**Section 5.01.** The Union agrees not to engage in a strike, work stoppage, slowdown or other forms of interference with the operation of the City.

**Section 5.02.** Any employee who participates in or promotes a strike, work stoppage, or other form of interference with the operation and mission of the City's Utilities Department shall be subject to discipline including those forms of discipline prescribed by law.

**Section 5.03.** In the event of a strike, work stoppage or interference as defined presently in the Public Employees Relations Act, Section 447.203(6), with the operation and accomplishment of the mission of the City's Utilities Department, the President of the Union shall promptly and publicly disavow such strike or work stoppage and order the employees to return to work and attempt to bring about prompt resumption of normal operations. An authorized Union representative shall notify the Utilities Director within twenty-four (24) hours after the commencement of such strike, what measures it has taken to comply with the provision or the provisions of this Article.

**Section 5.04.** Failure to abide by the terms set forth in this Article may cause the city to seek appropriate judicial and administrative relief.

**Section 5.05.** The City agrees not to lock out the employees during the term of this Agreement.

## ARTICLE VI

### FILLING OF VACANCIES

**Section 6.01.** In the filling of any jobs, vacancies and making promotions, full consideration will be given, but not be limited to the following: ability, qualifications, evaluations, classification and service seniority and tests as deemed applicable by the City for the existing vacancy.

**Section 6.02.** Temporary Transfers.

(A) A regular full-time employee may be transferred to meet the needs of the City. A transfer may require the employee to move from one division to another. The employee shall retain the same status in the new position that he/she had in the previous position. The duration of a transfer shall be dependent upon the operating needs of the City.

(B) An employee who is temporarily transferred shall receive the maximum pay rate of the job, if such rate is higher. When the pay rate is lower the employee shall receive the pay he/she had before the transfer. ~~Any employee filling a temporary transfer assignment within the bargaining unit shall receive an increase in pay equal to the greater of 5% of the employees' current rate of pay or the bottom pay rate of the position to which the employee is filling not to exceed the mid-point of the new position during the period of the temporary assignment.~~

**Section 6.03.** Permanent Transfers.

(A) A regular full-time employee may be transferred to meet the needs of the service, and may require the employee to move from one division to another. In addition, an employee upon request and acceptance of the appropriate Division Manager(s) and the Utilities Director, may be transferred from his position to any other for which he is qualified. The employee shall retain the same seniority in the new position that he had in the previous position.

(B) An employee who is permanently transferred shall be compensated in the new position at the appropriate rate established for that position from the first day the individual begins work in the new position.

**Section 6.04.** Intra-Divisional Transfers. The Utilities Director may, at any time, transfer any employee under his/her jurisdiction from one position to another in the same pay class in the same division. An intra-divisional transfer of an employee to a position of another pay class shall be made only with the approval of the Utilities Director.

**Section 6.05.** All transfers covered by this Agreement will be made without loss of seniority.

**Section 6.06.** Promotions. Vacancies in positions above the lowest rank in any category will be filled as far as practical, within EEOC guidelines, by the promotions of employees in the City's service.

**Section 6.07.** Job Posting. Vacancies for positions within the bargaining unit shall be posted for a period of ten (10) business days, excluding weekends and holidays, on the bulletin board space provided to the Union.

**Section 6.08.** Reinstatements. Reinstated employees are considered new employees for purposes of vacation, leave, salary increases, and seniority.

**Section 6.09.** An appointment to a position in the Utilities Department at above the minimum of the pay grade applicable to the job title shall be made only with the approval of the Utilities Director.

## **ARTICLE VII SENIORITY AND LAYOFF**

**Section 7.01.** Seniority shall be defined in the following manner:

(A) Seniority - The total length of continuous employment with the City in the Utilities Department.

(B) Employees promoted into management and subsequently returning to a position in the bargaining unit will return with zero seniority upon his or her return. Seniority will accumulate upon his/her return date.

**Section 7.02.** Employees shall lose their seniority as a result of the following:

(A) Termination

(B) Retirement; except those employees in the Deferred Retirement

(C) Voluntary Resignation

(D) Layoff exceeding one (1) year

(E) Failure to report to the Utilities Director intention of returning to work, within ten (10) calendar days of receipt of recall, as verified by certified mail, return receipt.

(F) Failure to report from military leave within the time limits prescribed by law.

**Section 7.03.** The City will determine the classification and numbers of the employees to be laid off. When the layoff occurs, the probationary employees shall be laid off first, then regular full-time employees, in the inverse order of their seniority at the time of the layoff. Newly hired probationary employees shall have no recall rights, whereas newly promoted or transferred probationary employees may have recall rights as set forth in this section.

(A) All layoffs, demotions or adjustment resulting therefrom shall be made in the inverse order of seniority, in the respective divisions covered by this Agreement. Any employee who is displaced from a job as a result of a reduction in forces by the Utilities Department will be entitled to roll into any jobs for which he/she has seniority and qualifications.

(B) No full-time employee shall be laid off while another person in a position is employed on a probationary, part-time or temporary basis in the same classification.

**Section 7.04.** In the event that two or more employees affected have the same exact amount of seniority, the date of employment application shall prevail. However, if the application date is the same, then the earliest birth date shall prevail.

**Section 7.05.** Regular full-time employees on layoff status will retain recall rights for one (1) year. Recall will be made by certified mail to the last known address in the employee's personnel record.

**Section 7.06.** Within ten (10) calendar days of the certified receipt date, laid off employees must

signify in writing their intention of returning to work to the Utilities Director's office. Failure to respond to this notice within the prescribed time limit previously stated above shall constitute a voluntary resignation by the employee.

**Section 7.07.** Recall will be offered to laid off employees, other than those employees who are on probationary status at the time of the layoff, provided they are physically qualified and able to perform all of the duties of the job. After a job offer, the City reserves the right to require the laid off employee to submit to a physical, consistent with City policy for new hires, prior to resuming his/her employment.

**Section 7.08.** When employees are recalled from layoff, the employee with the greatest seniority shall be recalled first. Example: When one employee has more service seniority time he or she shall retain that job if a layoff should occur. The individual with less seniority time shall have the opportunity to roll back into any job which was successfully held previously if the employee meets the qualifications as per the job description. The employee's service seniority time shall have to be greater than the employee who now holds that position.

**Section 7.09.** When ability and qualifications are relatively equal, as determined by the City, seniority rights shall govern replacements and advancements for all employees under this jurisdiction in the Lake Worth Utilities Department. A job classification shall be deemed to be "higher" when it carries a higher scheduled maximum. The term "promotion" shall mean advancement to a higher job classification.

**Section 7.10.** When an employee is assigned duties above his classification during vacations or anticipated long illnesses, the employee selected shall be determined by the provisions of Section 7.09 above. Except for employees filling the position of Foreman, Troublemaker, or equivalent, after working in the temporary position for one day the employee shall be compensated at the pay grade of the position which the employee is temporarily filling which provides an increase in pay. If there are no steps for a particular position, then the employee shall receive the hourly rate paid for the position. Any employee filling a temporary transfer assignment within the bargaining unit shall receive an increase in pay equal to the greater of 5% of the employees' current rate of pay or the bottom pay rate of the position to which the employee is filling not to exceed the mid-point of the new position during the period of the temporary assignment.

**Section 7.11.** Death. All compensation and benefits due to the employee as of his/her death shall be paid to the beneficiary, surviving spouse, or to the estate of the employee as determined by law or by properly executed forms in the employee's personnel folder.

## ARTICLE VIII

### PROBATIONARY PERIOD

**Section 8.01.** Purpose. The probationary or "working test" period is used to observe the new employee's work, to secure the most effective adjustment of a new employee to the position and to reject any employees whose performance does not meet the required work standards.

**Section 8.02.** Duration

(A) The initial probationary period shall be for a term of six (6) months from the first day of work. However, with the approval of the Utilities Director the probationary period may be extended by one three (3) month period.

(B) The probationary period for promotions shall be six (6) months from the first day of work in the position to which the employee was promoted. However, with the approval of the Utilities Director the probationary period may be extended by one three (3) month period.

(C) When the employee successfully completes the initial probationary period as determined by the Division Manager and the Utilities Director, he/she will be placed on regular full time status.

(D) A probationary employee is neither required to join, nor prohibited from joining the Union.

(E) The City will notify the Union Chairman or designee when a probation extension occurs to explain reason and plan of action for the employee

**Section 8.03.** Evaluation of Performance. During the probationary period the Division Manager or his designee shall request a report of the Supervisor's observation of the probationary employee's work and a judgment as to the employee's willingness and ability to perform the job duties satisfactorily. This provision shall not preclude an employee within the bargaining unit evaluating the performance of a subordinate within the bargaining unit.

**Section 8.04.** Dismissal during Initial Probation. If an initial probationary employee has been found to be unqualified to perform, or will not properly perform the duties of the position, the employee may be dismissed by the Division Manager or Designee. Such dismissal shall not be subject to the grievance procedure.

## ARTICLE IX

### ATTENDANCE

**Section 9.01. Basic Work Week**

(A) The basic work week shall be five (5) consecutive days, forty (40) hours per week except as otherwise agreed by the Director and the Business Manager.

(B) Lunch times shall be scheduled at the discretion of the Division Manager.

(C) When an employee's schedule is changed, notice of one (1) week will be given whenever possible. In cases of emergency, the notice may be waived.

(D) Schedule changes shall be based on the most qualified and senior employee. This paragraph shall not apply to schedule changes for training purposes.

(E) Employees working during time changes from Eastern Standard Time to Daylight Savings Time or Daylight Savings Time to Eastern Standard Time shall be paid only for time worked.

**Section 9.02. Trouble Department Schedule**

The Troubleman schedule provides eleven (11) and twelve (12) hour shifts for seven days from 6:00 a.m. until 5:00 p.m./6:00 p.m. and from 6:00 p.m. until 5:00 a.m./6:00 a.m. This schedule contemplates one four-day work week of eleven (11)-hour shifts each day and one three-day work week of twelve (12)-hour shifts each day.

This schedule permits overtime to be paid for all hours worked over thirty six (36) hours per week in a three (3) day workweek and forty-four (44) hours per week in a four (4) day work week.

This schedule follows the same Rest Period provision in Article IX, Attendance, Section 9.05 Callback time, except callback is based upon twelve (12) hours' notice instead of sixteen (16) hours' notice.

Generally, troublemen are scheduled in the manner below:

<b>WEEK NO 1</b>	<b>Sunday</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>
<u>Troubleman</u> <u>1</u>	<u>06:00 -</u> <u>17:00</u>	<u>06:00 -</u> <u>17:00</u>	<u>06:00 -</u> <u>17:00</u>	<u>06:00 -</u> <u>17:00</u>	<b>OFF</b>	<b>OFF</b>	<b>OFF</b>
<u>Troubleman</u> <u>2</u>	<b>OFF</b>	<b>OFF</b>	<b>OFF</b>	<b>OFF</b>	<u>06:00 -</u> <u>18:00</u>	<u>06:00 -</u> <u>18:00</u>	<u>06:00 -</u> <u>18:00</u>
<u>Troubleman</u> <u>3</u>	<u>18:00 -</u> <u>06:00</u>	<u>18:00 -</u> <u>06:00</u>	<u>18:00 -</u> <u>06:00</u>	<b>OFF</b>	<b>OFF</b>	<b>OFF</b>	<b>OFF</b>
<u>Troubleman</u> <u>4</u>	<b>OFF</b>	<b>OFF</b>	<b>OFF</b>	<u>18:00 -</u> <u>05:00</u>	<u>18:00 -</u> <u>05:00</u>	<u>18:00 -</u> <u>05:00</u>	<u>18:00 -</u> <u>05:00</u>
-	-	-	-	-	-	-	-
<b>WEEK NO 2</b>	<b>Sunday</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>
<u>Troubleman</u> <u>1</u>	<u>06:00 -</u> <u>18:00</u>	<u>06:00 -</u> <u>18:00</u>	<u>06:00 -</u> <u>18:00</u>	<b>OFF</b>	<b>OFF</b>	<b>OFF</b>	<b>OFF</b>
<u>Troubleman</u>	<b>OFF</b>	<b>OFF</b>	<b>OFF</b>	<u>06:00 -</u>	<u>06:00 -</u>	<u>06:00 -</u>	<u>06:00 -</u>

<u>2</u>				<u>17:00</u>	<u>17:00</u>	<u>17:00</u>	<u>17:00</u>
<u>Troubleman</u> <u>3</u>	<u>18:00 -</u> <u>05:00</u>	<u>18:00 -</u> <u>05:00</u>	<u>18:00 -</u> <u>05:00</u>	<u>18:00 -</u> <u>05:00</u>	<u>OFF</u>	<u>OFF</u>	<u>OFF</u>
<u>Troubleman</u> <u>4</u>	<u>OFF</u>	<u>OFF</u>	<u>OFF</u>	<u>OFF</u>	<u>18:00 -</u> <u>06:00</u>	<u>18:00 -</u> <u>06:00</u>	<u>18:00 -</u> <u>06:00</u>

**Section 9.03.** Shift Work/Shift Differential

Effective on the first full pay period following ratification by both parties, the following shift work/shift differentials shall apply:

(A) Second shift employees shall receive an additional ~~seventy five cents~~one-dollar (75¢\$1.00) per hour differential in pay.

(B) Third shift employees shall receive an additional one-dollar and twenty-five cents (\$1.~~2500~~) per hour of differential in pay.

(C) Night Troublemens will receive an additional one-dollar and twenty-five cents (\$1.25) per hour of differential pay in lieu of the differential pay provided in Section 9.03, (A) or (B), above.

**Section 9.043.** Overtime. Overtime will be paid for all hours worked in excess of forty (40) hours in a work week.

(A) Overtime will be authorized or directed only when it is in the interest of the City.

(B) All authorized and approved work performed in excess of forty (40) hours in any one work week shall be considered as overtime. An employee working overtime shall be paid at the overtime rate of one and one-half (1 ½) times the employee's straight time rate of pay.

(C) For purposes of overtime computation, holidays, ~~as defined in section 10.01 and jury duty shall be considered as time worked~~vacation, sick leave, jury duty or unpaid union business leave shall be considered as time worked. If an employee is required to work on the next calendar day after his/her return from military leave, and that day would ordinarily have been a scheduled day-off for the employee, then the employee shall be compensated at one and one-half (1 ½) times his/her base hourly rate for all hours actually worked on that day.

(D) Employees shall work overtime when assigned by the Division Manager or his designee. Once the appropriate individual has authorized overtime, assignment of such overtime shall follow the Distribution of Overtime agreement attached as Attachment B, which is incorporated by reference. It is the intent of the parties that, in any conflict between provisions of Attachment B and of the main body of this collective bargaining agreement, the interpretation that favors the language of the main body of the collective bargaining agreement shall prevail.

(E) In the event any employee is assigned to work approved overtime, he/she will not be required to use annual leave nor be placed in a "leave without pay" status during the basic work week in order to compensate or offset the overtime hours worked or to be worked.

(F) An employee desiring to be excused from overtime work assignments for good and sufficient reasons shall submit, in writing, a request to the Division Manager or his/her designee who

will have sole discretion. The written request, if approved, shall remain in effect for the time specified in the request.

(G) At the time overtime work is required and necessary, the work shall be performed by employees who have not requested, in writing, to be excused from such assignment. In the event overtime work is required and the Department cannot schedule the required number of employees, then those employees who have approved requests on file excusing them from overtime work shall be assigned and required to work such overtime.

#### **Section 9.045.** Callback time

(A) Employees called back to work from their homes will receive a minimum of three (3) hours' pay at time and one half (1 ½) times of their base rate. Subsequent calls back that occur within three hours from the initial call back shall not trigger additional three-hour minimum call-back periods.

(B) An employee called back before his regular starting time and who works through his regular work period shall be allowed pay only for time worked. Employees called back to work shall report within a reasonable time.

(C) The Utilities Department of the City of Lake Worth, Florida and IBEW Local 359 hereby adopt the following contract provisions concerning rest periods and call back time and cancel any past practice or written policies in conflict with these contract procedures.

1. Rest Period. All employees covered by the IBEW bargaining unit, including all regular, scheduled and shift workers are subject to this provision of the contract. If an employee is called back to work for any reason in the eight (8) hours preceding the start of the employee's assigned or designated hours of work without having received 16 hours' notice, the employee will be entitled to the following:

(a) ~~An employee who works a minimum of three (3) consecutive hours (actual on site time, not a minimum call out allowance), will receive four (4) hours/½ day of paid rest time (at straight time rate) during his next contiguous normal work period. Employees required to actively work eight (8) hours of the fifteen (15) hours immediately prior to their regularly scheduled hours of work shall be paid one and one half (1 ½) times the regular rate of pay at the scheduled hours of work if required to work. If management determines the employee may be released from duty prior to the end of the scheduled hours of work, the employee shall be paid straight time for the remainder of the scheduled work day.~~

~~(b) An employee who works five (5) consecutive hours or greater will be entitled to eight (8) hours/full day of paid rest time (at straight time rate) during his next contiguous normal work period.~~

~~(c) For purposes of call back time, an employee shall be compensated at one and one halftimes pay (1 ½) for all or any part of the call back rest time not received by the employee. All call back rest time is paid at the employee's straight time rate.~~

~~(d)~~(b) An employee who actively works sixteen (16) continuous hours will be entitled to eight (8) hours of rest and shall be paid double-time until such eight (8) hours of rest is obtained. If the rest time is inclusive of paid leave

time such as holiday, jury duty, or other paid leaves where no active work is performed it shall be paid at the straight time rate of pay.

~~e) A "no contact" shall not be counted as a refusal for call back overtime.~~

(D) Call Back Overtime/Unscheduled Overtime.

~~1. Employees shall work a minimum of forty percent (40%) of call back overtime during a 12-month period rolling backward.~~

A "no contact" shall be counted as a refusal for call back overtime unless the employee calls back within twenty (20) minutes of the original call. If the call out assignment has been filled within the twenty (20) minutes when the employee calls back, they shall not be charged with a refusal.

~~If an employee is able to obtain a substitute employee to cover an overtime call back, the employee obtaining the substitute shall receive credit for having worked that call back period for which he obtains a substitute. The substitute employee shall receive all applicable pay for the period worked. Employees obtaining a substitute shall ensure that the substitute reports within the period required of the originally called back employee. For immediate call out situations, the called back employee must obtain a substitute within ten (10) minutes from the time the called back employee is contacted. The called back employee must within the ten minute (10) time frame notify the source of the call that a substitute will report for duty instead of the originally called back employee. If the called back employee is unable to obtain a substitute within ten (10) minutes of the original call back telephone call, he must report immediately as called back. An employee who is contacted for call back per dispatch records (for example, a message is left with a family member, a message is left on an answering machine, etc.) who is not immediately available, must not later than his return to home return the call back telephone call to the source of the original call back, to ensure that another employee responded to and covered the call back situation. If another employee has not responded to and covered the call back situation, the called back employee must report to duty immediately unless otherwise excused (for example, an employee may be excused if it is determined by the calling back individual or appropriate supervisor that it is unsafe for the called back employee to report for duty). This provision is inapplicable to scheduled overtime.~~

**Section 9.056.** Hours of Continuous Work. All consecutive hours worked over sixteen (16) shall be paid for at double the straight time hourly rate.

## ARTICLE X

### HOLIDAYS

#### Section 10.01. Days Observed

(A) The following are holidays for all regular full-time employees of the Utilities Department:

1. New Year's Day
- ~~2.~~ 2. Martin Luther King, Jr.'s Birthday
- ~~2-3.~~ 3. ~~President's Day~~
- ~~3-4.~~ 4. Memorial Day
- ~~4-5.~~ 5. Independence Day
- ~~6.~~ 6. Labor Day
- ~~5-7.~~ 7. ~~Columbus Day~~
- ~~6-8.~~ 8. Veterans Day
- ~~7-9.~~ 9. Thanksgiving Day
- ~~8-10.~~ 10. Day after Thanksgiving
- ~~9-11.~~ 11. Day before Christmas
- ~~10-12.~~ 12. Christmas Day
- ~~11-13.~~ 13. Employee's Birthday (Employees shall receive a day (8 hours) off with

pay for their birthday which shall be taken within one year of the birthday. Pay for an employee's birthday shall not be treated as holiday pay for purposes of computing overtime rather, it shall be treated as vacation time.

(B) When a holiday falls on a Saturday, the preceding Friday shall be designated as a substitute holiday and observed as the official holiday for that year. When a holiday falls on a Sunday, the following Monday shall be designated a substitute holiday and observed as the official holiday for that year. However, for all 24-hour shift employees, and the Troubleman classification holidays will be those designated in Section ~~10.01(A)9-01(A)~~ and will ~~fall fall~~ on the calendar dates recognized in the United States, unless modified by Section 10.02(A) or 10.02(F).

(C) If during the term of this Agreement, the City grants an additional holiday (or holidays) to any bargaining unit of the City or to the general employees, that same day(s) shall be a holiday for all employees covered by this Agreement.

#### Section 10.02. Eligibility for Holiday Pay

(A) All regular full-time employees will receive eight (8) hours off with pay for each of the holidays allowed except the Troubleman classification which is addressed above. All holidays allowed must be taken as time off on the same day that it is allowed. Exception: Employees may request the Employee Birthday Holiday be taken other than the date of birthday, provided the requested Birthday Holiday falls within the pay period of the birthday or within one calendar year after the date of the birthday and the respective Division Manager grants the employee's request.

(B) Employees on vacation, annual military leave, jury duty, sick leave, funeral leave or other absences from duty but on active pay status on the day the holiday is observed must use the holiday on the same day that it is allowed.

(C) An employee must be on paid vacation, excused absence of initial

probationary employee, paid sick leave, funeral leave, jury duty, paid military leave, unpaid Union leave, job-related injury leave (not exceeding four (4) weeks) or work his normal schedule of hours on their regularly scheduled working day immediately prior to a holiday and the regularly scheduled working day immediately following a holiday, in order to qualify for the holiday.

(D) Employees who are required by their supervisor to work on the day observed as a holiday must work that day to be eligible to receive holiday pay. An employee who is scheduled to work on the day observed as a holiday and reports sick will be charged with the holiday for that day.

(E) (1) Employees assigned to work on a holiday, who in fact do work, shall receive their usual days' pay plus eight (8) hours pay at one and one-half (1 ½) their base rate.

(2) Troubleman Schedule

Holiday Worked:

- Employee receives eight (8) hours of holiday pay plus one and one-half (1 ½) times the employee's normal hourly rate for all regular scheduled hours.

Holiday Not Worked:

- Employee receives eight (8) hours of holiday pay and straight-time pay for all remaining regular scheduled hours for the day not worked.

(F) When any of these holidays falls on an employee's day off, the next scheduled workday shall be observed as a holiday.

## ARTICLE XI

### ANNUAL LEAVE (VACATION)

**Section 11.01.** Eligibility. Each regular full-time employee will be allowed annual leave with pay on the following basis:

<u>Continuous Employment</u>	<u>Annual Leave Days</u>
Less than one (1) year	0
After:	
1 year	80 hours
2 years	88 hours
3 years	96 hours
4 years	104 hours
5 years	112 hours
6 years	120 hours
9 years	128 hours
12 years	136 hours
15 years	144 hours
20 years	160 hours
25 years	200 hours

For each year of service over twenty (20) years, eight (8) hours of Annual Leave will be added to one-hundred sixty (160) hours above, per year.

The maximum number of Annual Leave hours will not exceed 240 hours.

#### **Section 11.02.** Charging Leave

(A) Annual leave time shall be scheduled and charged to the employee for the actual time the employee is away from work.

(B) Annual leave will be charged in one hour increments, except for shift workers and Troubleman. For these employees, annual leave will be charged in one half (1/2) day minimum increments. The minimum leave requirement for shift workers and Troubleman may be waived on an occasional basis, at the discretion of the appropriate Division Manager. (See §11.03(A), below).

~~(C) Except as set forth below, vacation leave shall be taken within the year following its accrual. A total of 160 hours vacation leave is the maximum that may be carried over from one vacation year to the next. Exception: Employees that have unused vacation leave in excess of the 160 hours upon contract ratification will have a maximum carry over equal to their current number of hours of vacation leave. From the time of ratification, employees have two years to reduce their vacation time to 160 hours or less. Any use of vacation time which reduces the established maximum vacation leave upon contract ratification for an employee shall establish the employee's new maximum allowable carry over.~~

~~(D) In the event an employee requests vacation leave and the employee is unable to utilize such leave due to mandatory service to the City, the employee will only be paid for the number of vacation days that he/she requested. The City will pay an employee for his/her requested vacation time, which exceeds the employee's cap, where there is written documentation that the employee requested vacation time. Additionally, there must be written documentation from the employee's supervisor which denies the vacation request and explains why the request was denied.~~

~~(CE)~~ In circumstances where a supervisor plans to deny a vacation request, the supervisor shall contact the Utilities Director prior to denying the request to discuss the reason(s) for the vacation denial. If the Utilities Director determines that the reason(s) given do not justify the vacation denial, the employee shall be advised of the Utilities Director's decision by his/her supervisor and the employee shall be entitled to take the requested vacation. ~~If the Utilities Director determines that the reason(s) for denying the vacation are justified, the employee will be paid for the number of vacation day(s) he/she requested, was not able to re-schedule and which exceed the employee's cap.~~

~~(F) The language used in paragraphs (C) — (E) above is not intended to require employees that have vacation day caps exceeding 160 hours, to take vacation days in order to lower his/her cap to 160 hours. This provision is intended only to prevent payment of unused vacation time that exceeds the particular employee's cap, whether the employee's cap is 160 hours or greater.~~

~~(DG)~~ Holidays which occur during the period selected by the employee for annual leave shall not be charged against such annual leave. However, the holiday will be charged against holiday leave regularly due the employee.

### **Section 11.03. Request for Leave**

(A) Annual leave may be taken only after approved by the appropriate Division Manager or designee. Requests for leave shall be submitted at least seven (7) calendar days prior to the requested leave starting date. Exception: The notice above may be waived in cases of emergency or when it is determined by management that the operation of the utility will not be affected.

~~(B) A total of up to 160 hours of annual leave may be carried over from one vacation year to the next.~~

~~(C)~~ Employees must take a mandatory 40 hours of vacation leave per fiscal year however, leave does not have to be consecutive days.

### **Section 11.04. Separation**

(A) Employees voluntarily resigning shall give a minimum of two weeks' notice of their intention to resign. Those employees who give the proper two weeks' notice will receive any annual leave earned up to 160 hours as of the date of resignation.

(B) Employees on lay off status will receive pay for all accrued annual leave.

(C) All earned annual leave of employees who die while in the service of the City shall be paid to the spouse or estate of the employee as previously designated in writing.

## **ARTICLE XII**

### **SICK LEAVE**

**Section 12.01.** General. Sick leave is a benefit provided for regular full-time employees, so that they may have paid time off when they are unable to report for duty by reasons of illness or injury.

**Section 12.02.** Use of Sick Leave

(A) Sick leave shall be allowed only in case of:

1. Actual disability of the employee or immediate family member, employee's wife or husband, grandparents, domestic partner, mother, father, sister, brother, daughter or son arising from illness and/or injury.
2. Medical, dental or eye treatment or examination for which arrangements could not be made outside of the employee's assigned hours of duty.
3. Periods of stress occasioned by serious illness and/or injury of an employee's wife or husband, grandparents, domestic partner, mother, father, sister, brother, daughter and/or son, for all reasonable and necessary time up to and including three (3) consecutive working days. The relationships given shall include those arising from marriage, adoption or guardianship established by court action.

(B) When an employee's sick leave allowance in any year has been used up, the employee may elect to use earned annual leave.

(C) When sick leave and vacation leave have been used up, the employee may be placed on leave of absence without pay in accordance with the provisions of Section 13.05, Leave Without Pay.

**Section 12.03.** Sick Leave Allowance

(A) After three (3) months, new employees will be eligible to receive two (2) days sick leave and have these days available for use. Thereafter, the employee shall accumulate sick leave at the rate of one (1) day per month. At the end of the twelfth month, the employee shall receive four more sick days, for a total of twelve for the first year or 96 hours per year. Sick leave will consist of one (1) single bank as opposed to the three (3) banks previously used. Accruals will be earned on monthly basis. Only those employees who meet the requirements set forth in section 12.07(H) will be paid their accrued sick leave, which shall not exceed 200 hours.

**Section 12.04.** Unused Sick Leave

- (A) Unused sick leave shall be accumulated with no maximum limit.
- (B) Unused sick leave will be retained but not accrued when an individual is laid off.

**Section 12.05.** Approval

- (A) A doctor's certificate as to the nature of and probable duration of the need for any

use of sick leave may be required at the discretion of the Utilities Director. Employees required to provide a doctor's certificate, who do not provide such certificate, will not be paid for sick leave until such certificate is provided.

(B) Sick leave may be approved for up to three (3) consecutive working days by the Division Manager, without requiring a doctor's certificate.

(C) A sick leave of more than three (3) consecutive working days shall require a doctor's certification as to the nature of the disability, and as to whether or not the employee is in condition to return to his regular duties without hazard to the employee or to others.

(D) The City Manager or designee may require that an employee be examined by a physician designated by the City, at the City's expense, at any time.

#### **Section 12.06. Notification**

(A) To be placed on sick leave the employee shall be responsible for notifying the Division Manager or his/her designee. Such notification shall be given as soon as possible and before the start of the employee's assigned hours of duty but not less than one (1) hour prior to the individual's reporting time. Each division shall establish a procedure for notification. Information shall be given as to the reasons for the absence, its probable duration and other related data.

(B) Where such notification and information are not received in a timely manner, the Utilities Director or his/her designee shall not authorize payment for absence of sick leave. Such absence shall be recorded as unauthorized and without pay and shall be subject to discipline up to and including discharge.

#### **Section 12.07. Payment**

(A) Payment shall be made only for the approved use of allowed, earned sick leave and shall be at the employee's regular straight time rate of pay as of the last day worked before the start of such period of leave.

(B) Payment shall be made only for a working day for which the employee otherwise should have received pay; no payment shall be made for any time for which the employee otherwise receives pay.

(C) An official holiday occurring during an approved sick leave period shall be paid for as such; no charge shall be made against any sick leave for such holiday.

(D) Charges against allowed, earned sick leave shall be in units of one half (1/2) hour minimum.

(E) Where earned sick leave has been allowed by management and is used for other than illness or injury, the time off shall be without pay and the employee shall also be subject to disciplinary action up to and including discharge.

(F) Separation from the City's service, prior to retirement, shall cancel all earned sick leave (current, accumulated and unused), except that, if any employee is laid off, all previously-earned sick leave (current, accumulated and unused) will be reinstated to the employee's sick leave bank. No sick leave shall accrue during a period of layoff.

(G) At least sixty days before the City Commission votes to accept any offer to purchase/contract-out the Lake Worth Electric Utility, the parties agree to re-open negotiations with respect to successor clause language, changes in retirement vesting and pension benefits, cashing-in of sick leave, and other possible items associated with any lay-off that such purchase/contracting-out might contemplate.

(H) Upon pension qualifying (age and years of service) retirement, an employee will be paid for all sick leave up to two hundred (200) hours at 50% of his/her rate of pay.

1. Pension qualifying retirement means:
  - (a) A participant who retires prior to October 1, 2015, and has:
    - (i) Twenty (20) continuous years of service; or
    - (ii) His or her years of service, when added to his or her age, equals or exceeds seventy-five (75), provided that the participant has at least ten (10) years of service.
  - (b) A participant who retires on or after October 1, 2015, and has
    - (i) Ten (10) or more years of continuous service with the City and sixty-five (65) years of age or older; or
    - (ii) Thirty (30) or more years of continuous service with the City and fifty-five (55) years of age or older.

## ARTICLE XIII LEAVES OF ABSENCE

### Section 13.01. Bereavement Leave.

~~Bereavement leave for An~~ employee, during the periods of stress caused by the death of an employee's ~~wife or husband, mother, father, spouse, domestic partner, parent,~~ grandparents, grandchild, ~~sister, brother, sibling, child, foster child, daughter, son, mother in law, father in law, parent-in-law,~~ aunt, uncle, ~~brother in law and sister in law, sibling-in-law,~~ grandparents of spouse, ~~or domestic partner, or legal guardian.~~ The employee shall be allowed time off with pay for all reasonable and necessary time up to and including three (3) consecutive working days. ~~During the involved funeral leave the employee must attend the involved funeral services of the deceased person upon which the request for funeral leave is made.~~ The relationships given shall include those arising from marriage or adoption. Up to two (2) additional working days not charged against any other leave may be granted at the sole discretion of the department ~~head~~ director if the funeral is out of state.

### Section 13.02. Court Leave

(A) Employees attending court as a witness on behalf of a public jurisdiction or for jury duty during their normal working hours shall receive full pay equal to their normal work schedule for the hours they attend court. This time shall be charged as leave with pay.

(B) All regular full-time employees subpoenaed to attend court on behalf of the City are eligible for leave with pay.

(C) Employees who attend court for only a portion of a regular scheduled day are expected to report to their supervisor when excused or released by the Court. If a shift worker receives notice for jury duty and notifies his Division Manager or his designee on his next work day following receipt of the notice, such employee may be rescheduled to a work week as follows Saturday and Sunday off, and Monday through Friday on the day shift for the period of jury duty.

### Section 13.03. Conference Leave.

(A) The Utilities Director may grant conference leave with pay, together with the necessary travel expenses in order that employees may attend conferences, schools and similar events designed to improve their efficiency, if considered to be in the best interest of the City. All leave and expenses will be recommended by the Division Manager subject to approval of the Utilities Director.

(B) Employees will not be compensated for time spent traveling outside of regular working hours for attendance at voluntary conferences, seminars, classes, etc. If an employee is MANDATED to travel by the City, and such travel is approved by the Utilities Director, the employee will be entitled to compensation in the event such travel takes him outside of the employee's regular work hours.

### Section 13.04. Military Leave

The City will grant military leave to employees in accordance with the Uniformed Services Employment and Re-employment Rights Act (USERRA) and Florida Statutes Chapter 115 and Statute 250.48.

(A) Leave for Military Training Purposes

1. Employees who are reserve officers or reserve enlisted personnel in the United States Military or Naval Service or members of the Florida National Guard are entitled to leaves of absence from their respective duties when assigned to active or inactive duty for training purposes. Leaves of absence under the provisions of this section shall not exceed seventeen (17) working days in any one annual period.
2. The leave of absence for Military Training Purposes will be granted with pay, without loss of vacation leave or time, as long as the leave period does not exceed the annual allotment of seventeen (17) working days. The definition of "working day", as stated in Florida Statute 115.07(3), as it applies to Military Leave for training purposes is: shifts of twelve (12) hours or less shall equal one (1) working day leave of absence; shifts of over twelve (12) hours and up to twenty four (24) hours shall equal two (2) working days leave of absence.
3. Administrative leaves of absence for additional or longer periods of time for assignment to duty functions of a military character shall be granted by the City without pay.
4. During the period of leave, the employee shall be entitled to retain their benefits outlined within the terms of the Collective Bargaining Agreement.
5. Time spent as Military Leave of Absence for Training will be considered as creditable service as permitted in the City's Pension Ordinance.

(B) Leave for Active Military Service (Not for Training Purposes)

1. Employees who are officers or enlisted personnel in the National Guard or a reserve component of the Armed Forces of the United States may, subject to the provisions and conditions set forth in Florida Statutes, be granted leave of absence from their respective offices and duties when ordered to active military service.
2. The first thirty (30) days of any such leave of absence are to be with full pay, in accordance with applicable federal law and Florida State Statutes, as amended. After the first thirty (30) days of service, the City will supplement the military pay in an amount necessary to bring the employee's salary up to the level of the civilian pay, inclusive of any incentives earned at the time they were called to active military duty. Should the employee's military salary be equal to or greater than the employee's civilian salary, no supplement shall be given. The supplement shall be given upon receipt of appropriate written verification of military earnings (e.g. wage statement or written verification from the military personnel office).
3. Time spent as Military Leave of Absence for Active Military Service shall be considered as creditable service as permitted in the City's Pension Ordinance.

(C) Required Documentation and Calculation of Leave Time

If the employee is called to active military duty or to Reserve or National Guard training, or if

the employee volunteers for the same, the employee shall notify the supervisor and submit copies of the military orders as soon as practicable. The employee will be granted a military leave of absence for the period of military service, including the time reasonably necessary to travel to and from the site of duty or training.

(D) Reemployment after Completion of Military Duty/Training

Upon separation from active military service, the employee will be eligible to return to the former position held or a similarly comparable position with no loss in seniority, pay or benefits. The City may, in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA), require the employee to submit to a medical examination to determine the employee's fitness to perform the essential job functions of the position to which the employee may be returning. Upon discharge from military service, an employee shall, in accordance with the Timely Application Requirements of the USERRA, notify the City of his/her intention to return to work.

**Section 13.05.** Leave Without Pay. The decision to grant a leave without pay (leave of absence) is a matter of managerial discretion. It shall be incumbent upon each Division Manager to determine each case on its own merits. In each case the City shall make a reasonable effort to return the employee to his former position or a similar position of the same classification in another division. Leave without pay for thirty (30) days or longer will result in a corresponding adjustment of anniversary and classification dates. An employee granted a leave of absence must keep the Division Manager informed regularly of his current activity (school, medical, military, etc.). In addition, the employee must keep the Division Manager advised of his current address at all times. An employee granted a leave of absence shall contact his Division Manager at least two weeks prior to the expiration of the approved leave in order to facilitate the reinstatement process. If the employee fails to return to work at the expiration of the approved leave, he shall be considered absent without permission and his job shall be declared vacant. No medical leave or annual leave will be earned by an employee for the time that the employee is on leave without pay.

**Section 13.06.** Union Leave. The Utilities Director may grant Union leave without pay to employees in order that they may attend conferences, seminars, and similar events. The employee shall not be considered absent in determining pay for holidays described in Section 10.02(C).

## **ARTICLE XIV GRIEVANCE PROCEDURE**

### **Section 14.01. Grievance**

(A) A grievance is defined as a misapplication or misinterpretation of the specific terms of this Agreement. Grieving "reasonable suspicion" for drug and alcohol testing under the City personnel policy shall follow the grievance procedure in this Article.

(B) The term "employee" includes any individual within the bargaining unit covered by this Agreement.

(C) The term "day", when used in this procedure, shall mean calendar days, Monday through Friday, exclusive of holidays.

(D) A "grievant" is a person affected by the misapplication or misinterpretation of this Agreement. A grievance shall be processed as hereinafter provided.

**Section 14.02. Withdrawal of Grievance.** A grievance may be withdrawn by the grievant at any time and at any step of this procedure, provided however, that the same grievance may not be filed a second time for the same event after the grievance has been withdrawn or if the grievance was settled by the Union and the City.

### **Section 14.03. Grievance Procedure**

(A) Should any misapplication or misinterpretation of this Agreement arise between an employee covered by this agreement and a representative of the City, the employee and/or department job steward shall discuss such difference informally with the immediate Supervisor within five (5) days of such misapplication or misinterpretation, for the purpose of settling such differences in the simplest and most direct manner in order to avoid grievances. If after this discussion there is not a satisfactory resolution, such matter will be taken up in the following manner:

Step 1— The matter will become a formal grievance if reduced to writing on the proper grievance form, signed by the party making the grievance and presented to the immediate Supervisor by the department job steward, within ten (10) days of its occurrence.

Step 2— If the matter is not settled in Step 1 within ten (10) days, the Division Steward and the Division Manager, or such representative as either may designate, shall discuss the matter further.

Step 3— Any matter not settled in the above steps shall, within ten (10) days after disposal in step 2, be referred to the Utilities Director and the Chairman of Local 359-3, or such representative as either may designate. Only decisions from this step forward shall be binding and precedent setting.

Step 4— Any matter not settled in the above steps shall, within fifteen (15) days after disposal in step 3, be referred to the City Manager and the President of the Union, or such representative as either may designate.

Step 5— Should any matter that has been referred to representatives of the parties, as provided in step 4 above, not be satisfactorily adjusted within ten (10) days from date of such referral, either party may within thirty (30) days from disposal in step 4 demand arbitration of the matter by giving

written notice to the other. The arbitration proceedings shall be in accord with the rules of FMCS.

(B) If in any of the above steps the Union fails to proceed within the time limits given, the Union will forfeit its right to proceed with the grievance. However, it may be mutually agreed in writing to extend the time period in any step up to ten (10) days.

(C) Within a reasonable period after bilateral approval of this contract; the employer shall develop a grievance processing form similar to that currently used in the Lake Worth IAFF contract for use in processing grievances pursuant to this agreement.

(D) The arbitrator shall have no power to add to, subtract from, modify or alter the terms of this Agreement. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement "not to be subject to arbitration" or which is not specifically covered by this Agreement; nor shall this Collective Bargaining Agreement be construed by an arbitrator to supersede applicable laws in existence at the time of this Agreement. The arbitrator may not issue declaratory or advisory opinions and shall confine himself exclusively to the question which is presented to him, which question must be actual and existing. The arbitrator shall render the decision in writing within thirty (30) days, or as soon as possible after the close of the arbitration hearing, and shall furnish a copy to the Utilities Director and the Union. Both parties agree that the decision of the arbitrator shall be final and binding on all parties. The cost of the arbitrator will be borne equally between the parties.

#### **Section 14.04. General Provisions**

(A) The time limits provided in this Article shall be strictly observed, unless extended by written agreement by the parties. Failure of the Union or the grievant, whichever is appropriate to proceed with the grievance within the times hereinbefore provided, shall result in the dismissal of the grievance. Failure of the City or its representatives to respond within the times provided, shall entitle the Union or the grievant, whichever is appropriate, to proceed to the next Step in the Grievance Procedure.

(B) All grievances shall be processed, whenever possible, during times which do not interfere with, or cause interruption of an employee's work responsibilities.

(C) The filing of a grievance shall in no way interfere with the right of the City to proceed to carry out its management responsibilities, subject to the final resolution of the grievance. The employee shall abide by the management decision involved in any grievance, prior to and during the time the grievance has been filed, and shall not discontinue his duties prior to or during the time a grievance is being processed unless the safety of an individual is imperiled as determined by the Division Manager.

(D) The date of disposition shall be the date on which the immediate supervisor or other management official delivers the disposition to the Union or the grievant, whichever is appropriate.

(E) When any favorable or unfavorable incident occurs to an employee, a record of which is made by the City, he will be furnished a copy of same within two (2) weeks of its occurrence in order that he may have an opportunity to respond in writing within two (2) weeks of the employee receiving said copy. If this provision is not complied with, no such incident will be considered in applying disciplinary action nor will it be used against an employee in grievance or arbitration procedure.

(F) If an employee received a letter of discipline and such letter is placed in the employee's personnel file, the City agrees to identify such records "Stale - Not to be considered when considering promotions or in any grievance proceeding," after a period of no more than three (3) years, unless said employee has another letter of discipline prior to that time. For incidents involving insubordination, the time period will be no more than five (5) years.

## ARTICLE XV

### MISCELLANEOUS RULES AND BENEFITS

**Section 15.01.** Steward. The Union would be permitted to appoint Stewards for each Division of the Utilities Department.

**Section 15.02.** Meals will be provided to employees in emergency situations as determined by the City as well as in those circumstances where an employee has at least two (2) hours of unscheduled overtime. Unscheduled overtime shall be interpreted to mean where an employee is informed during his regular shift that he will have to remain for at least two (2) hours into another shift. Where this occurs, the employee will receive a free meal or will be given the opportunity to leave the job site and eat a meal, the cost of which will be reimbursed by the City. Meals will be provided only after an employee works over five (5) hours of emergency call out overtime and will receive an additional meal for every five (5) hours of continuous overtime work. Meals provided consistent with this Section shall be paid at a rate of \$15.00 per meal.

**Section 15.03.** Health and Welfare

(A) The City provides Group insurance protection for its employees. General benefits of the health insurance plan will be found in the insurance booklet.

(B) Solely to allow the City to calculate the appropriate insurance premiums and to provide COBRA notices, all employees shall promptly notify the Division Manager of any changes in their marital or familial status.

(C) Group insurance coverage may be selected by the City at its discretion. However, no later than July 1 of each contract year, both parties agree to meet and confer about the cost of insurance premiums for employees based on current market at that time. The Union will appoint no less than two (2) members from the bargaining unit to participate in these discussions. The discussions will include selection of benefit provider, plan performance and current market rates.

(D) City Contribution to Insurance.

1. The City will pay 100% of the employee's modified individual group health insurance ~~(HMO)~~POS premium
2. For employees selecting the PPO plan, the City shall pay no less than 83% of the monthly premiums for individuals and the employee shall be responsible for paying the remaining portion of the monthly premium.
3. For employees selecting dependent coverage from any plan offered, the City shall contribute no less than 50% of the premium per month toward family coverage (if applicable). The employee shall be responsible for the remaining portion of the monthly premium.

(E) The City will provide, at no cost to the employee, a group term life insurance policy providing a death benefit of \$25,000. Employees may purchase additional insurance coverage from the name carrier at the group rate in any amount that the carrier will permit.

Employees electing this additional coverage must authorize payroll deduction for the applicable premiums.

(F) Light Duty.

1. Work Related Injuries and Illnesses

If an employee suffers a work related injury or illness and becomes physically able to perform some useful alternate or transitional duty work, the City will consider alternate or transitional duty work for the employee, if there is such work available and if such work is consistent with the employee's medical limitations. The City is not required to create or provide alternate or transitional duty work. The availability and duration of alternate or transitional duty work is up to the sole and exclusive discretion of the City.

2. Non-Job Related Injuries or Illnesses

If an employee suffers a non-job related injury or illness and becomes physically able to perform some useful alternate or transitional duty work, the City will consider alternate or transitional duty work for the employee, if there is such work available in the employee's department and if such work is consistent with the employee's medical limitations. The City is not required to create or provide alternate or transitional duty work. The availability and duration of alternate or transitional duty work is up to the sole and exclusive discretion of the City.

**Section 15.04.** Deductions. Federal Withholding, Social Security and Pensions are deducted from paychecks in accordance with law. Any other deductions, including Group Insurance, U.S. Savings Bonds, etc., are made only by written request of the employee.

**Section 15.05.** Payroll Deduction for Union Dues

(A) The City agrees to deduct, upon receipt of a voluntary written authorization, the monthly dues and one time only, the initiation fee from the pay of each International Brotherhood of Electrical Workers member. The amount to be deducted shall be certified to the Employer by the Local Union upon request by the City. Employees covered by this Agreement may authorize payroll deductions for the purposes of paying dues. No authorization shall be allowed for payment of special assessments, fines, penalties or delinquent dues.

(B) The Union will notify the City as to the amount of dues. Such notification will be certified to the Director of Finance in writing over the signature of an authorized officer of the Union at least thirty (30) calendar days in advance of the effective date. Changes in membership will be similarly certified to the City and shall be done at least thirty (30) calendar days in advance of the effective date of such change.

(C) The Union will indemnify, defend, and hold the City harmless against any and all claims, demands, suits or other forms of liability that shall out of, or by reason of action taken or not taken by the City on account of payroll deductions of Union dues. The Union agrees that in case of overpayment, proper adjustment, if any, will be made by the Union to the affected employee.

(D) The cost of dues deduction, as provided for in this Section shall be five cents (5¢) per month and one dollar (\$1.00) per change which causes a program change. In addition, there

shall be a one-time set up charge of five hundred dollars (\$500.00). The cost of the dues deductions and changes shall be deducted from the monies transmitted to the Union. These costs shall be effective as of the initial date of dues deductions.

(E) The payroll deduction shall be revocable by the employee by providing thirty (30) days written notice to the City's Director of Finance.

(F) The City agrees to deduct, upon receipt of a voluntary written authorization, the monthly Local 359 Electro PAC dues.

**Section 15.06. ~~Pension-Retirement~~ Plans.**

(A) The employees will remain members of the current pension plan as described in Ordinance No. 2010-19.

(B) Employees who meet qualifications for retirement (age and years of service) will be eligible to enter DROP

(C) Deferred Retirement Option Plain (DROP). The Drop shall be as follows:

A participant's deferred retirement account shall only be credited or debited with earnings for sixty (60) months or until the participant sooner dies, retires, or terminates employment. If a participant is employed in covered employment by the City after participating in the DROP for sixty (60) months and does not retire or terminate employment, beginning with the participant's 6th month of DROP participation, the participant's deferred retirement option account will no longer be credited or debited with earnings while the participant is so employed. Only monthly payments will continue to be made to the participant's account until the participant retires, terminates employment or dies. A participant employed by the City in covered employment after five years of DROP participation will remain ineligible for preretirement death or disability benefits. Effective October 1, 2010 upon entry into DROP a participant shall submit a letter of resignation stating the anticipated employment termination date, not to exceed sixty (60) months from the participant's DROP entry date.

(D) The parties acknowledge that they have been actively bargaining for a cash balance plan for new employees. The parties agree to continue to bargain on the subject of pension notwithstanding any zipper clause and shall meet at reasonable times and places to finalize this issue without delay.

**Section 15.07. Safety Program**

Safety of the employees is of paramount importance and shall be given first consideration at all times. Both the City and Union are jointly committed to creating a safe work environment for all employees and developing a proactive safety program that ultimately eliminates injuries in the workplace. Therefore, it is agreed between the parties, a *Leadership Joint Safety Committee (LJSC)* shall be formed immediately after ratification of this agreement which shall be comprised of the Utilities Director or his/her designee and Safety Manager for the City, the Business Manager or his/her designee and an additional committee person selected by the by the Business Manager for the Union. The purpose of this committee, but not limited to by mutual agreement, shall be to develop, implement and monitor an overall proactive safety program, effective safety strategies, safety rules, standards and procedures, approve safety equipment, an employee injury and unsafe act/condition reporting and feedback process, investigate all on the job injuries and develop countermeasures to prevent re-occurrence, review all unsafe acts/conditions investigated by the Joint Safety Advisory Committee (JSAC) with additional recommendations

if necessary and shall meet as often as necessary to accomplish these initiatives. It is further agreed a *Joint Safety Advisory Committee (JSAC)* shall be formed immediately after ratification of this agreement which shall be comprised of ~~two (2) management representatives for the City~~ Risk Manager, one (1) management representative from the Electric Utility and one (1) management representative from the Water Utility for the City and ~~two (2)~~three (3) representatives selected by the Business Manager for the Union. The purpose of this Committee shall to be to implement and adhere to the overall safety program, standards, procedures and recommendations developed by the Leadership Joint Safety Committee (LJSC) at the work locations. The Committee shall conduct monthly employee safety meetings and shall meet prior to these meetings to prepare an agenda, topics, reports and presentations for productive, proactive and informative safety meetings. The committee shall report directly to the Leadership Joint Safety Committee on all matters and shall be responsible for investigating all unsafe acts/conditions when reported and take immediate action to correct the situation or make it safe then report their findings and recommendation(s) to the JSAC for review. Any issues that cannot be resolved by the Committee shall be referred to The Leadership Joint Safety for resolution.

#### **Section 15.08. Job Descriptions**

(A) Management will complete the task of drafting job descriptions for those positions which do not have them and update job descriptions when and where changes are required. The City will forward these new job description drafts and updated job descriptions to the Union in a timely manner for review, whereby the parties will meet, confer about said positions. In a case where a job is newly created or changed and the parties agree that it is appropriate for the bargaining unit or think that it is not, they shall submit a joint unit clarification petition to PERC to ensure the PERC certification reflects the correct positions in the bargaining unit. In the case of a disputed position, the parties retain their respective rights under the law to assert their position with respect to the positions with the Commission if they so choose.

#### **Section 15.09. Working Conditions.**

(A) No Journeyman will be required to work on live voltages of over 480 volts phase to phase without another Journeyman present.

(B) Journeymen shall have a choice to hot stick or rubber glove any voltages 13.2 or above phase to phase (live). Journeymen are required to glove voltages below 13.2.

(C) No employee will be required to work outside in inclement weather except in cases of emergency. Emergency is defined as customer outages, lines down, where there is danger to personal property, or clogged or broken utility owned pipes. Inclement weather is defined as high winds, heavy rains and lightning, except for linemen who shall not be required to work in the rain except in cases of emergencies as defined above.

**Section 15.10. CDL License Renewal.** Employees required by the City to maintain a CDL license shall have one half of the renewal cost of the license paid for by the City.

**Section 15.11. Employees of the City shall be allowed to work in the same department as a relative of the employee provided that the relatives are not in a reporting relationship and so long as neither employee advocates for the appointment, employment, promotion or advancement of the other to a position within the City and meets all other obligations imposed by Florida Statute Section 112.3135, as amended from time to time. Management retains the sole discretion to assign crews on callback situations to allow for temporary and periodic assignment of relatives to**

the same crew.

**Section 15.12. Fire Retardant Clothing.** During the term of this Agreement, the parties agree that the City will move toward a procedure to provide each employee required by their position to wear fire retardant clothing the opportunity to order through a City-authorized vendor up to an appropriate dollar amount of required Fire Retardant Clothing.

The Leadership Joint Safety Committee shall determine the nature and type of the required fire retardant clothing and the annual cost estimate associated with the clothing. The Leadership Joint Safety Committee shall address and review these fire retardant clothing issues as directed by the City and IBEW negotiating teams and shall report back to the City and IBEW negotiating committees regarding their findings within the parameters jointly set by the City and IBEW negotiating teams. Such findings shall be reviewed by the City and IBEW negotiating committees and the parties shall memorialize any agreement through a Memorandum of Understanding reflecting the nature and type of the required fire retardant clothing and the appropriate annual amounts to be authorized.

Once fire retardant clothing is ordered, the maintenance, cleaning and care of such clothing and gear shall be the sole responsibility of the employee. Employees who do not utilize all of the available funds for the purchase of such clothing by the end of each fiscal year shall forfeit the use of any remaining funds.

## ARTICLE XVI

### CONFLICT WITH LAWS AND GOVERNMENT REGULATIONS

#### **Section 16.01.** Conflict with Laws and Government Regulations

(A) The Union and the City acknowledge that they had an opportunity, during the negotiations which led to this Agreement, to bargain over any and all subjects not removed by law from the scope of bargaining. This Agreement constitutes the complete and entire understanding of both parties concerning all matters which were subject to negotiations, and also concerning those matters which were not discussed in negotiations, it being understood that the Union and the City have achieved only those benefits which are expressly set forth in this Agreement. During the term of this Agreement, the Union and the City waive any right to further bargain concerning any matter over which they might have the right to bargain, except with regard to any changes which the Union and the City should desire to make which have the effect of altering wages, benefits, or terms and conditions of employment embodied in this Agreement. In the event any such changes are made by the Union and the City, it is agreed that they may be made at the time desired by the Union and the City, however, the Union and the City shall have the right, upon request, to bargain over the effects which such changes have brought upon this Agreement, if any, and to secure a written amendment to this Agreement if such bargaining produces an agreement.

(B) Any part of this Agreement that may be construed by proper authority or by mutual agreement to be in conflict with mandatory State or Federal laws or Executive orders, then such part shall be suspended and the appropriate mandatory provision of the State or Federal laws or Executive order shall prevail.

**Section 16.02.** This Agreement shall supersede any resolutions, regulations or practices of the City, promulgated and adopted by the City.

**Section 16.03.** There shall be no benefits, implied or otherwise, accruing to the benefit of the bargaining unit or the member thereof except those benefits as herein expressly provided in this Agreement.

## ARTICLE XVII

### WAGES

**Section 17.01.** Wage Increases During the Term of Contract. ~~No bargaining unit classifications shall receive a minimum pay increase for the term of the contract. The minimum pay increase for fiscal year 2011-2012 shall be 0%. On October 1, 2011, all bargaining unit classifications shall receive a pay raise of 0% for fiscal year 2011-2012. On October 1, 2012, all bargaining unit classifications shall receive a pay raise of 0% for fiscal year 2012-2013.~~ All bargaining unit classifications within IBEW shall receive a 4% increase in base pay effective October 1, 2015.

The parties agree to reopen Article VII, Wages, Section 17.01, in each of Fiscal Years 2016/2017 and 2017/2018 on or before March 1<sup>st</sup> prior to the start of each fiscal year.

Accordingly, wages during the term of the contract are as follows:

<u>October 1, 2015</u>	<u>4% increase in base pay</u>
<u>October 1, 2016</u>	<u>UNK--To Be Negotiated</u>
<u>October 1, 2017</u>	<u>UNK--To Be Negotiated</u>

**Section 17.02.** Pay Plan. The wage ranges for all bargaining unit classifications are set forth in Attachment "A" to this Agreement.

**Section 17.03.** Any employee promoted to a position within the bargaining unit shall receive an increase in pay equal to the greater of 5% of the employees current rate of pay or the bottom pay rate of the position to which the employee is entering not to exceed the mid-point of the new position during the initial probationary period.

#### **Section 17.04.**

(A) Performance Evaluations. It is the City's intent to create and implement a City- wide performance evaluation tool. The City agrees to bargain this matter to the extent required by Law.

(B) Merit Plan. The parties incorporate by reference the relevant portions of Section I.C. (found at pages 2 through 6) of the report entitled, "Proposal for Merit Compensation: A Report of the Joint Advisory Committee of the City of Lake Worth and the International Brotherhood of Electrical Workers, Local 359-3," submitted to the City Manager on 22 March 1995.

**Section 17.05.** No Continuing Effect. Nothing in this Agreement shall be construed to require any increases in wages after the expiration date specified above in section 1.03 except as identified in Section 17.04 above.

**Section 17.06.** Longevity Bonus. No employee shall receive a longevity bonus until a successor agreement is ratified by the parties, unless the employee was eligible to receive longevity prior to September 30, 2011. For an employee who was eligible for longevity prior to September 30, 2011, 70% of the employee's longevity bonus rate will be calculated and used as a fixed 'add pay' amount per hour as of October 1, 2011.

**Section 17.07.** State of Emergency. Once the Utility director or designee declares a State of Emergency for the City of Lake Worth, employees who are deemed essential to restore utility services to the City shall receive regular pay plus one and one half (1 ½) times regular rate of pay for hours worked until emergency state is undeclared.

**SIGNATURE PAGE**

This Agreement was entered into effective October ~~1, 2011-2015~~ and ~~which is hereby being amended to reflect changes that become effective October 1, 2010; however,~~ all changes are prospective from the date of signature unless otherwise agreed to.

This Agreement is signed this \_\_\_\_ day of \_\_\_\_\_, ~~2014~~2015.

CITY OF LAKE WORTH, FLORIDA  
Reviewed and Approved for Execution

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL 359-3

BY: \_\_\_\_\_  
Michael Bornstein, City Manager

BY: \_\_\_\_\_  
Dwight A. Mattox, President

BY: \_\_\_\_\_  
Pam Triolo, Mayor \_\_\_\_\_

BY: \_\_\_\_\_  
Samuel L. Jackson, Chair Local 359-3

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:

BY: \_\_\_\_\_  
Glen J. Torcivia, City Attorney

ATTEST:

BY: \_\_\_\_\_  
Pamela J. Lopez, City Clerk

**ATTACHMENT "A" BARGAINING UNIT JOBS PAY SCALE EFFECTIVE 10/1/2011**  
**BARGAINING UNIT JOBS (by Division) PAY SCALE**

**ELECTRIC POWER PRODUCTION DIVISION**

**Operations**

<u>Job Code</u>	<u>Title</u>	<u>Min</u>	<u>Max</u>
4500	Shift leader	\$ 31.86	\$ 34.93
4502	Shift leader Relief	\$ 30.50	\$ 32.44
4506	Combined Control Room Operator	\$ 28.69	\$ 30.11
4510	Combined Control Room Operator Relief	\$ 26.17	\$ 27.47
4514	Auxiliary Equipment Operator	\$ 19.26	\$ 24.40
4516	Plant Helper	\$ 16.14	\$ 19.04

**Maintenance**

<u>Job Code</u>	<u>Title</u>	<u>Min</u>	<u>Max</u>
4520	Chief Electrician	\$ 31.86	\$ 34.93
4521	Chief Mechanic	\$ 31.86	\$ 34.93
4523	Performance and Environmental-	\$ 31.86	\$ 34.93
4522	Instrumentation and Controls Specialist	\$ 30.75	\$ 33.11
4526	Results Specialist	\$ 30.75	\$ 33.11
4528	Machinist	\$ 29.39	\$ 30.83
4530	Mechanic / Welder	\$ 29.04	\$ 30.83
4532	Power Plant Electrician	\$ 28.69	\$ 30.10
4534	Mechanic	\$ 28.69	\$ 30.10
4536	Instrument Technician	\$ 28.69	\$ 30.10
4509	Results Technician	\$ 22.27	\$ 24.40
4540	Parts & Property Clerk	\$ 21.17	\$ 24.89
4542	Apprentice Electrician	\$ 22.27	\$ 24.40
4544	Apprentice Instrument Technician	\$ 23.65	\$ 24.40
4546	Apprentice Mechanic	\$ 23.65	\$ 24.40

**ELECTRICAL TRANSMISSION AND DISTRIBUTION DIVISION**

<u>Job Code</u>	<u>Title</u>	<u>Min</u>	<u>Max</u>
4552	Line Foreman	\$ 31.85	\$ 34.93
4556	Troubleman	\$ 30.35	\$ 33.28
4558	Lineman	\$ 29.18	\$ 32.09
4559	Utilities Coordinator	\$ 25.47	\$ 30.65
4560	Apprentice Lineman	\$ 17.51	\$ 27.72
4568	Troubleman Helper	\$ 19.24	\$ 20.85
4564	Tree Trimmer Foreman	\$ 20.75	\$ 22.65
4565	Tree Trimmer / Spray Technician	\$ 17.44	\$ 20.32
4566	Tree Trimmer	\$ 16.14	\$ 19.03
4569	Groundman	\$ 16.14	\$ 19.03

**ENGINEERING**

<u>Job Code</u>	<u>Title</u>	<u>Min</u>	<u>Max</u>
4189	Engineer-Field Planner	\$ 31.86	\$ 34.93
4188	CAD/GIS	\$ 23.15	\$ 32.41

**METER, RELAYS, CUSTOMER SERVICE & SUBSTATION WORK**

<u>Job Code</u>	<u>Title</u>	<u>Min</u>	<u>Max</u>
4570	Substation Foreman	\$ 31.86	\$ 34.93
4572	Meter Foreman	\$ 31.86	\$ 34.93
4574	Meter & Relay Specialist	\$ 31.12	\$ 32.65
4582	Electronic Device Specialist	\$ 21.45	\$ 28.05
4576	Substation Electrician / Lineman	\$ 29.18	\$ 32.09
4578	Electric Meterman "A"	\$ 29.41	\$ 30.70
4580	Electric Meterman	\$ 20.43	\$ 25.47
4583	Meter Service Foreman	\$ 21.98	\$ 23.89
4584	Meter Service Worker	\$ 19.45	\$ 21.96
4586	Meter Reader	\$ 13.14	\$ 19.43

**WATER DISTRIBUTION DIVISION**

<u>Job Code</u>	<u>Title</u>	<u>Min</u>	<u>Max</u>
4095	General Foreman	\$ 30.43	\$ 33.81
4208	Water Meter Foreman	\$ 22.81	\$ 26.03
4212	Foreman	\$ 22.81	\$ 26.03
4234	Water Meter Repair Worker	\$ 15.94	\$ 22.51
4220	Equipment Operator	\$ 15.94	\$ 22.51
4226	Utility Service Worker	\$ 15.94	\$ 22.51

**SEWER COLLECTION DIVISION**

<u>Job Code</u>	<u>Title</u>	<u>Min</u>	<u>Max</u>
4212	Foreman	\$ 22.81	\$ 26.03
4225	Line Technician	\$ 19.24	\$ 23.62
4220	Equipment Operator	\$ 15.94	\$ 22.51
4226	Utility Service Worker	\$ 15.94	\$ 22.51
4230	Trainee	\$ 13.17	\$ 14.44

**WATER TREATMENT PLANT DIVISION**

<u>Job</u>	<u>Title</u>	<u>Min</u>	<u>Max</u>
4240	Treatment Operator "A"	\$ 25.94	\$ 30.08
4242	Treatment Operator "B"	\$ 24.84	\$ 25.93
4244	Treatment Operator "C"	\$ 17.80	\$ 21.77
4241	Laboratory Administrator	\$ 25.94	\$ 30.08
4236	Laboratory Assistant	\$ 18.52	\$ 24.31
4246	Water / Sewer Electrician	\$ 28.69	\$ 30.10
4248	Water Production Maintenance Mechanic	\$ 28.69	\$ 30.10
4238	Water Production Maint. Mechanic	\$ 18.52	\$ 24.31
4250	Treatment Operator Trainee	\$ 15.24	\$ 17.58

**SEWER PUMPING DIVISION**

<u>Job Code</u>	<u>Title</u>	<u>Min</u>	<u>Max</u>
4260	Lift Station Foreman	\$ 20.41	\$ 28.69
4264	Lift Station Mechanic	\$ 15.94	\$ 23.65
4230	Trainee	\$ 13.17	\$ 14.44

**ATTACHMENT "A"**

**EFFECTIVE 10/1/2015**

<b>BARGAINING UNIT JOBS (by Division)</b>		<b>PAY SCALE</b>	
<b>Electric Power Production Division</b>			
<b>Operations</b>			
<b>Job Code</b>	<b>Title</b>	<b>Min</b>	<b>Max</b>
<u>4500</u>	<u>Shift leader</u>	<u>\$33.13</u>	<u>\$36.33</u>
<u>4502</u>	<u>Shift leader Relief</u>	<u>\$31.72</u>	<u>\$33.74</u>
<u>4501</u>	<u>Chief Shift Leader</u>	<u>\$36.33</u>	<u>\$38.15</u>
<u>4506</u>	<u>Combined Control Room Operator</u>	<u>\$29.84</u>	<u>\$31.31</u>
<u>4510</u>	<u>Combined Control Room Operator Relief</u>	<u>\$27.22</u>	<u>\$28.57</u>
<u>4514</u>	<u>Auxiliary Equipment Operator</u>	<u>\$20.03</u>	<u>\$25.38</u>
<u>4516</u>	<u>Plant Helper</u>	<u>\$16.79</u>	<u>\$19.80</u>
<b>Maintenance</b>			
<b>Job Code</b>	<b>Title</b>	<b>Min</b>	<b>Max</b>
<u>4520</u>	<u>Chief Electrician</u>	<u>\$33.13</u>	<u>\$36.33</u>
<u>4521</u>	<u>Chief Mechanic</u>	<u>\$33.13</u>	<u>\$36.33</u>
<u>4523</u>	<u>Performance and Environmental Specialist</u>	<u>\$33.13</u>	<u>\$36.33</u>
<u>4522</u>	<u>Instrumentation and Controls Specialist</u>	<u>\$31.98</u>	<u>\$34.43</u>
<u>4526</u>	<u>Results Specialist</u>	<u>\$31.98</u>	<u>\$34.43</u>
<u>4528</u>	<u>Machinist</u>	<u>\$30.57</u>	<u>\$32.06</u>
<u>4530</u>	<u>Mechanic I Welder</u>	<u>\$30.20</u>	<u>\$32.06</u>
<u>4532</u>	<u>Power Plant Electrician</u>	<u>\$29.84</u>	<u>\$31.30</u>
<u>4534</u>	<u>Mechanic</u>	<u>\$29.84</u>	<u>\$31.30</u>
<u>4536</u>	<u>Instrument Technician</u>	<u>\$29.84</u>	<u>\$31.30</u>
<u>4509</u>	<u>Results Technician</u>	<u>\$23.16</u>	<u>\$25.38</u>
<u>4540</u>	<u>Parts &amp; Property Clerk</u>	<u>\$22.02</u>	<u>\$25.89</u>
<u>4542</u>	<u>Apprentice Electrician</u>	<u>\$23.16</u>	<u>\$25.38</u>
<u>4544</u>	<u>Apprentice Instrument Technician</u>	<u>\$24.60</u>	<u>\$25.38</u>
<u>4546</u>	<u>Apprentice Mechanic</u>	<u>\$24.60</u>	<u>\$25.38</u>
<u>4515</u>	<u>Maintenance Foreman</u>	<u>\$36.33</u>	<u>\$38.15</u>
<b>Electrical Transmission and Distribution Division</b>			
<b>Job Code</b>	<b>Title</b>	<b>Min</b>	<b>Max</b>
<u>4552</u>	<u>Line Foreman</u>	<u>\$33.13</u>	<u>\$36.33</u>
<u>4556</u>	<u>Troubleman</u>	<u>\$33.13</u>	<u>\$36.33</u>
<u>4558</u>	<u>Lineman</u>	<u>\$30.35</u>	<u>\$33.37</u>
<u>4559</u>	<u>Utilities Coordinator</u>	<u>\$26.49</u>	<u>\$31.88</u>
<u>4560</u>	<u>Apprentice Lineman (Generally)</u>	<u>\$18.21</u>	<u>\$28.83</u>
<u>4560a</u>	<u>Pre-Apprenticeship (1st 6 months)</u>	<u>\$18.21</u>	<u>\$18.21</u>
<u>4560b</u>	<u>Pre-Apprenticeship (2nd 6 months)</u>	<u>\$19.73</u>	<u>\$19.73</u>
<u>4560c</u>	<u>Apprentice Lineman (1st Step—6 months)</u>	<u>\$21.25</u>	<u>\$21.25</u>
<u>4560d</u>	<u>Apprentice Lineman (2nd Step—6 months)</u>	<u>\$22.76</u>	<u>\$22.76</u>
<u>4560e</u>	<u>Apprentice Lineman (3rd Step—6 months)</u>	<u>\$24.28</u>	<u>\$24.28</u>
<u>4560f</u>	<u>Apprentice Lineman (4th Step—6 months)</u>	<u>\$25.80</u>	<u>\$25.80</u>

<a href="#">4560g</a>	<a href="#">Apprentice Lineman (5th Step—6 months)</a>	<a href="#">\$27.32</a>	<a href="#">\$27.32</a>
<a href="#">4560h</a>	<a href="#">Apprentice Lineman (6th Step—6 months)</a>	<a href="#">\$28.83</a>	<a href="#">\$28.83</a>
<a href="#">4568</a>	<a href="#">Troubleman Helper</a>	<a href="#">\$20.01</a>	<a href="#">\$21.68</a>
<a href="#">4564</a>	<a href="#">Tree Trimmer Foreman</a>	<a href="#">\$21.58</a>	<a href="#">\$23.56</a>
<a href="#">4565</a>	<a href="#">Tree Trimmer I Spray Technician</a>	<a href="#">\$18.14</a>	<a href="#">\$21.13</a>
<a href="#">4566</a>	<a href="#">Tree Trimmer</a>	<a href="#">\$16.79</a>	<a href="#">\$19.79</a>
<a href="#">4569</a>	<a href="#">Groundman</a>	<a href="#">\$16.79</a>	<a href="#">\$19.79</a>
<b>Engineering</b>			
<b>Job Code</b>	<b>Title</b>	<b>Min</b>	<b>Max</b>
<a href="#">4189</a>	<a href="#">Engineer Field Planner</a>	<a href="#">\$33.13</a>	<a href="#">\$36.33</a>
<a href="#">4188</a>	<a href="#">CAD/GIS</a>	<a href="#">\$24.08</a>	<a href="#">\$33.71</a>
<b>Meter, Relays, Customer Service &amp; Substation Work</b>			
<b>Job Code</b>	<b>Title</b>	<b>Min</b>	<b>Max</b>
<a href="#">4570</a>	<a href="#">Substation Foreman</a>	<a href="#">\$33.13</a>	<a href="#">\$36.33</a>
<a href="#">4572</a>	<a href="#">Meter Foreman</a>	<a href="#">\$33.13</a>	<a href="#">\$36.33</a>
<a href="#">4574</a>	<a href="#">Meter &amp; Relay Specialist</a>	<a href="#">\$32.36</a>	<a href="#">\$33.96</a>
<a href="#">4582</a>	<a href="#">Electronic Device Specialist</a>	<a href="#">\$22.31</a>	<a href="#">\$29.17</a>
<a href="#">4576</a>	<a href="#">Substation Electrician / Lineman</a>	<a href="#">\$30.35</a>	<a href="#">\$33.37</a>
<a href="#">4578</a>	<a href="#">Electric Meterman "A"</a>	<a href="#">\$30.59</a>	<a href="#">\$31.93</a>
<a href="#">4580</a>	<a href="#">Electric Meterman</a>	<a href="#">\$21.25</a>	<a href="#">\$26.49</a>
<a href="#">4583</a>	<a href="#">Meter Service Foreman</a>	<a href="#">\$22.86</a>	<a href="#">\$24.85</a>
<a href="#">4584</a>	<a href="#">Meter Service Worker</a>	<a href="#">\$20.23</a>	<a href="#">\$22.84</a>
<a href="#">4586</a>	<a href="#">Meter Reader</a>	<a href="#">\$13.67</a>	<a href="#">\$20.21</a>
<b>Water Distribution Division</b>			
<b>Job Code</b>	<b>Title</b>	<b>Min</b>	<b>Max</b>
<a href="#">4095</a>	<a href="#">General Foreman</a>	<a href="#">\$31.65</a>	<a href="#">\$35.16</a>
<a href="#">4208</a>	<a href="#">Water Meter Foreman</a>	<a href="#">\$23.72</a>	<a href="#">\$27.07</a>
<a href="#">4212</a>	<a href="#">Foreman</a>	<a href="#">\$23.72</a>	<a href="#">\$27.07</a>
<a href="#">4234</a>	<a href="#">Water Meter Repair Worker</a>	<a href="#">\$16.58</a>	<a href="#">\$23.41</a>
<a href="#">4220</a>	<a href="#">Equipment Operator</a>	<a href="#">\$16.58</a>	<a href="#">\$23.41</a>
<a href="#">4226</a>	<a href="#">Utility Service Worker</a>	<a href="#">\$16.58</a>	<a href="#">\$23.41</a>
<b>Sewer Collection Division</b>			
<b>Job Code</b>	<b>Title</b>	<b>Min</b>	<b>Max</b>
<a href="#">4212</a>	<a href="#">Foreman</a>	<a href="#">\$23.72</a>	<a href="#">\$27.07</a>
<a href="#">4225</a>	<a href="#">Line Technician</a>	<a href="#">\$20.01</a>	<a href="#">\$24.56</a>
<a href="#">4220</a>	<a href="#">Equipment Operator</a>	<a href="#">\$16.58</a>	<a href="#">\$23.41</a>
<a href="#">4226</a>	<a href="#">Utility Service Worker</a>	<a href="#">\$16.58</a>	<a href="#">\$23.41</a>
<a href="#">4230</a>	<a href="#">Trainee</a>	<a href="#">\$13.70</a>	<a href="#">\$15.02</a>
<b>Water Treatment Plant Division</b>			
<b>Job Code</b>	<b>Title</b>	<b>Min</b>	<b>Max</b>
<a href="#">4240</a>	<a href="#">Treatment Operator "A"</a>	<a href="#">\$26.98</a>	<a href="#">\$31.28</a>
<a href="#">4242</a>	<a href="#">Treatment Operator "B"</a>	<a href="#">\$25.83</a>	<a href="#">\$26.97</a>
<a href="#">4244</a>	<a href="#">Treatment Operator "C"</a>	<a href="#">\$18.51</a>	<a href="#">\$22.64</a>
<a href="#">4241</a>	<a href="#">Laboratory Administrator</a>	<a href="#">\$26.98</a>	<a href="#">\$31.28</a>
<a href="#">4236</a>	<a href="#">Laboratory Assistant</a>	<a href="#">\$19.26</a>	<a href="#">\$25.28</a>

<u>4246</u>	<u>Water I Sewer Electrician</u>	<u>\$29.84</u>	<u>\$31.30</u>
<u>4248</u>	<u>Water Production Maintenance Mechanic</u>	<u>\$29.84</u>	<u>\$31.30</u>
<u>4238</u>	<u>Water Production Maint. Mechanic Helper</u>	<u>\$19.26</u>	<u>\$25.28</u>
<u>4250</u>	<u>Treatment Operator Trainee</u>	<u>\$15.85</u>	<u>\$18.28</u>
<b><u>Sewer Pumping Division</u></b>			
<b><u>Job Code</u></b>	<b><u>Title</u></b>	<b><u>Min</u></b>	<b><u>Max</u></b>
<u>4260</u>	<u>Lift Station Foreman</u>	<u>\$21.23</u>	<u>\$29.84</u>
<u>4264</u>	<u>Lift Station Mechanic</u>	<u>\$16.58</u>	<u>\$24.60</u>
<u>4230</u>	<u>Trainee</u>	<u>\$13.70</u>	<u>\$15.02</u>

**ATTACHMENT "B"**  
**DISTRIBUTION OF OVERTIME**

1. Each Division shall maintain an overtime list, which shall be updated and posted weekly. Overtime will be distributed equally by classification to the best ability of the supervisor, using the posted overtime list as a guide for such distribution. All employees shall appear on the list.

2. At the beginning of each fiscal year (October 1), the overtime list for each classification shall return to zero. All overtime hours worked by an employee (either in his own classification or while relieving/working in another classification) shall be included in totals shown on the respective overtime list. When an employee permanently enters a new classification, the employee shall be placed on the list at the current average overtime of the classification.

3. Supervisors shall offer overtime to the employee on the list who has the lowest amount of overtime (including refusals), except when such assignment would require the employee to work more than sixteen consecutive hours or affect his rest period. After attempting to reach all the personnel on a particular classification's overtime list, the supervisor may call personnel whose rest period may be affected and then go onto the next higher classification list, in order.

4. Any employee who declines an overtime assignment shall have his overtime balance credited with the number of hours of the assignment. The only employees excepted from this requirement are those who are excused from overtime for a fixed period, pursuant to §9.03(F) of the collective bargaining agreement, those who are ill and have previously called off sick from their regularly scheduled shift that day, and those who are on a previously scheduled vacation day. Note: for overtime distribution purposes only, an employee is considered on vacation from the time he finishes work on his last scheduled workday until his scheduled starting time on his first day back from vacation.

5. Overtime records at each division shall be reviewed every four weeks by the division Manager and the division steward, to determine whether overtime assignments have been made in accordance with this policy. If they agree that overtime has been properly assigned, they shall sign the overtime assignment record, otherwise, the matter shall be referred to the grievance procedure outlined in Article 14 of the collective bargaining agreement.

6. For assignments of an emergency nature such as storm or rush work where employees are temporarily assigned away from their regular headquarters and required to be away overnight for the City or other utilities, in or out of State. The City will select the classifications and numbers of employees to be traveled. The employee, by the selected classifications within the work headquarters, with the most actual hours of overtime worked will be offered the assignment first.

**ATTACHMENT "C"**  
**MOUs**

~~1. MOU Clarification of Water Systems Employees Overtime Prioritized Call List October 4, 2006.~~

~~2. MOU Line Department Restructuring December 21, 2006.~~

~~1. 3. MOU Journeymen Linemen Salary-January 8, 2007.~~

~~2. MOU Apprentice Lineman Classification-December 22, 2011.~~



ATTACHMENT "C 1" **Transmission and Distribution**

1900 Sown Avo, N. Lake Worth, Florida 33461 • Phone: 561-586-1661 Fax: 561-586-1612

To: **Mike Timmons**  
**Local 359, International Brotherhood of Electrical Workers**

From: **Mark Dubois**  
**T&D Superintendent**

Subject: **Line Department Restructuring**

Date: **December 21, 2006**

**Memoranda of Agreement**

As we have discussed and in the spirit of industrial harmony and efficiency, the City of Lake Worth Utilities and Local 359 of the IBEW, agree to make the following revisions to the existing structure of crew compliments within the Line Department. We currently have three (3) working within the Foreman classification, on various shifts. These positions have been long withstanding and although providing our customers with a necessary service, are capable of being more productive and cost effective. We propose to make the following revisions:

- We have one scheduled "trouble crew" that work five days a week, eight (8) hours per shift, Monday through Friday from 07:30 to 16:00 hours. This position is currently occupied by Mr. Ed Wamsley as foreman, slung with Mr. John Hinton, (helped), his scheduled time will not be changed. It will prove to be productive and cost effective.
- We have one scheduled Foreman that works five days a week, eight (8) hours per shift, Monday through Friday, from 15:30 to 23:30. This position is presently filled on a permanent basis. This position will be redefined to work four days per week, ten (10) hours per shift, Monday through Thursday from 14:00 to 24:00.
- We have a third scheduled foreman, Mr. Chad Theker, that at present works four days per week, ten (10) hours per shift from 07:00 to 17:30, Thursday through Sunday. Also, a second permanent journeyman lineman is added to this shift to bring a foreman crew, which is currently vacant. This is a scheduled crew and works these hours at the present time. We propose to realign this shift from its existing setup to a single journeyman, at the foreman rate, to work three days per week, eight (8) hours per shift on Wednesday from 15:00 to 23:00 hours. Then will work sixteen (16) hours per shift on Thursday then repeats itself again on Sunday. This will be a permanent position.

Upon agreement, we will keep the line position and individual as a Foreman classification, at the appropriate pay scale. All other terms and conditions will remain unchanged. Vacancies will be filled, permanent and temporary, in accordance to established contractual language.

It is understood that this agreement is to be instituted on an interim basis and its experience, as a result of these modifications reviewed with permanent amendments to the contract instituted accordingly during negotiations.

City of Lake Worth  
International Union

**Working Together**

*City of Lake Worth*  
Where the Tropics Begin  
[www.lakeworth.org](http://www.lakeworth.org)



**Transmission on Distribution**

1900 Second Ave. N. • Lake Worth, Florida 33461 • Phone 561-586-1665 • Fax 561-586-1672

~~Overtime call-in will remain in effect with the current practice within the department and in accordance with the actual~~

~~The expected work comment of this agreement is in effect until the ratification of a new~~

~~The understanding contained herein is without prejudice or precedent to future agreements of a similar nature.~~

*Ray M. Limmon*  
Local 359 IBEW Representative

*Mark DeBore*  
City of Lake Worth Utilities Representative

22 Dec 06



Where the Tropics Meet  
561-586-1701

**Working Together**

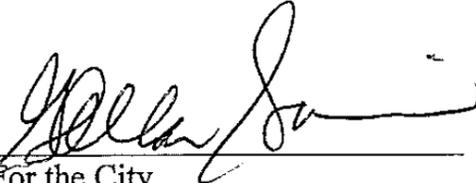
*City of Lake Worth*  
Where the Tropics Meet  
[www.lakeworth.org](http://www.lakeworth.org)

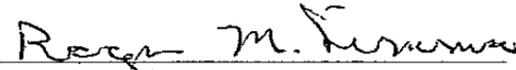
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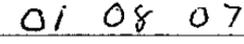
MEMORANDUM OF UNDERSTANDING

The City of Lake Worth (City) and IBEW Local 359 agree that journeymen linemen may be hired at the top of the pay scale applicable at the time of hiring. Therefore, the parties also agree to waive the six month period which was previously required for journeymen linemen to attain the top of the pay scale.

  
\_\_\_\_\_  
For the City

  
\_\_\_\_\_  
For the Union

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date

**MEMORANDUM OF UNDERSTANDING**

By and between

**The City of Lake Worth, Florida**

And

**The International Brotherhood of Electrical Workers, Local 359**

In the interest of producing quality service and an experienced workforce, the Utilities Department at the City of Lake Worth (City) is reestablishing an apprenticeship program. The International Brotherhood of Electrical Workers, Local 359 (Union) and the City of Lake Worth have reached an agreement on the details of the program as they relate to wages hours and terms and conditions of employment affecting the Apprentice Linemen position. Each Apprentice shall receive a copy of this agreement and program standards and confirm written receipt.

The City's program conforms to the state approved "Standards of Apprenticeship for the City of Lake Worth Utilities Apprenticeship Program" registered with the Department of Education -Division of Career and Adult Education - Apprenticeship. The terms of the apprentice program are not intended to conflict with the collective bargaining agreement and any conflict between the two shall be resolved in favor of this MOU.

The Apprenticeship Committee shall consist of eight (8) member representatives from the City. The Committee shall include a Chairman and a Secretary. The Union shall appoint four members to serve on the Committee and the City shall appoint four members to serve on the committee. The Committee shall meet quarterly and as often as necessary to conduct business. Each member appointment on the Committee is a two-year term.

The apprentice agrees that during and for a minimum of two years after completion of training, he/she is obligated to remain in the employment of the City of Lake Worth. If employee resigns of his own volition during this time, he must reimburse the employer the total cost of the related technical training as defined by the City, and all supplies and materials relating to this training must be returned in a usable condition.

Classroom apprentice absences will not be tolerated. Two unauthorized absences shall result in disqualification from the program. All students that are absent for any reason, must complete an absentee form (Attachment). All absences and tardiness MUST be made up prior to the end of the next month.

**Wages**

Whereas the City of Lake Worth is establishing an electric lineman apprenticeship and the apprentice step classifications are not addressed in the current collective bargaining agreement, this memorandum of understanding is meant to establish the pay scales for each step of the apprenticeship program.

The first year, (2-step) program is managed by the City of Lake Worth; the second, third, and fourth years (6-steps) are registered with and per the State of Florida approved apprenticeship program.

The apprentice will be required to attend after-hours training during the 4 year program, generally held one night per week for three hours and one Saturday per month. Such after-hours training will be uncompensated.

Rates of pay are based on a percentage of journeyman lineman scale. As per the State of Florida registered apprenticeship the rates of pay are as follows:

Pre-apprenticeship	Apprenticeship	Journeyman
1st 6-month (60%) \$17.51		
2nd 6-month (65%) \$18.97		
	1 <sup>st</sup> Step (70%) \$20.43 (6 mos.)	
	2 <sup>nd</sup> Step (75%) \$21.89 (6 mos.)	
	3 <sup>rd</sup> Step (80%) \$23.34 (6 mos.)	
	4 <sup>th</sup> Step (85%) \$24.80 (6 mos.)	
	5 <sup>th</sup> Step (90%) \$26.26 (6 mos.)	
	6 <sup>th</sup> Step (95%) \$27.72 (6 mos.)	
		\$29.18*

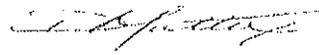
\*Upon passing the Journeyman Lineman test, the employee will receive 100% of the Journeyman Lineman Scale, and will be advanced to a Journeyman Lineman position.

Signed by the duly authorized representatives of the referenced parties this 21<sup>st</sup> day of December 2011.

FOR THE CITY

FOR THE UNION

  
 \_\_\_\_\_ 12.22.11  
 Mark A. Gray 12/22/11

  
 \_\_\_\_\_

## Germaine English

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**From:** dwight mattox [damattox@hotmail.com]  
**Sent:** Tuesday, September 22, 2015 12:01 AM  
**To:** Germaine English; brian thompson; Samuel Jackson  
**Subject:** Contract Vote

Germaine,

Please notify the city negotiating team that the 2015-2018 contract was ratified by a majority vote. The union thanks the city for negotiating to this end.

Dwight Mattox  
President B.M.  
Local 359 IBEW



**AGENDA DATE:** September 29, 2015, Special Meeting

**DEPARTMENT:** Human Resources - Risk

---

**EXECUTIVE BRIEF**

**TITLE:**

Insurance Policy renewals with Plastridge Agency for special events liability insurance coverage and through Public Risk Insurance Agency (PRIA) for property, liability, and workers' compensation insurance coverage for Fiscal Year 2015-2016.

**SUMMARY:**

The Insurance Policy renewals will authorize the Plastridge Agency to provide coverage for various City events at a cost not to exceed \$25,035.00 and will authorize Public Risk Insurance Agency to request from various underwriters binding coverage for property, liability, and workers' compensation insurance coverage at a cost not to exceed \$825,514.00 (\$25,035 + \$825,514 = \$850,549 total)

**BACKGROUND AND JUSTIFICATION:**

The City of Lake Worth is subject to a myriad of risk and liability loss exposures. These exposures arise from day-to-day operations involving contact with citizens, employees, and government officials. The City of Lake Worth protects against these liability loss exposures with a self-insurance program which uses insurance protection for such risk and liability exposures.

The Plastridge Agency provides coverage for various City events and, through the Public Risk Insurance Agency, coverage from Preferred Government Insurance Trust (PGIT), Ace American and Stockdale.

The City's risk management consultant, Ben Few & Company, Inc., recommends that the City continue its relationship with Plastridge Agency and Public Risk Insurance Agency and reject the Terrorism Risk Insurance Program (TRIA).

**MOTION:**

I move to approve/not approve payment of premiums to Plastridge Agency for an amount not to exceed \$25,035.00 and, through Public Risk Insurance Agency (PRIA), for various coverages in an amount not to exceed \$825,514.00 for Fiscal Year 2015-2016; and authorize the Mayor to execute various insurance policies pending the approval of the Fiscal Year 2016 Annual Operating Budget.

**ATTACHMENT(S):**

- Fiscal Impact Analysis
- Liability Spreadsheet Analysis & Risk Management Consultant Recommendation
- Premium Recapitulation
- Plastridge Quote & Invoice

**FISCAL IMPACT ANALYSIS**

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	0	0	0	0	0
Operating Expenditures	0	\$850,549	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	0	\$850,549	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

B. Recommended Sources of Funds/Summary of Fiscal Impact:

HR / Risk Insurance	Plastridge Agency & Public Risk Insurance Agency				
Account Number (s)	Account Description	FY 2016 Budget	Agenda Expense	Post Exp; Balance	Balance
520-1331-513-45-70	Prop & Liab/Risk Ins	1,015,200	(25,035)		990,165
520-1331-513-45-70	Prop & Liab/Risk Ins	990,165	(825,514)		164,651

Insurance Premiums - Account number: 520-1331-513-45-70

C. Department Fiscal Review: \_\_\_\_\_

# CITY OF LAKE WORTH

Analysis for 2015-2016 Insurance Program

Property; Boiler & Machinery; Contractor's Equipment; Crime;  
Public Official Liability; Excess Automobile Liability; Excess  
General Liability; Excess Worker's Compensation; City Special  
Event's Coverage

September 21, 2015

*risk managers*

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**BEN FEW & COMPANY, INC.**

4560 Via Royale, Suite #3  
Fort Myers, Florida 33919  
Phone 239-334-7727

## **TABLE OF CONTENTS**

- I. INTRODUCTION / GENERAL INFORMATION
- II. SPREAD SHEET/COMPARISONS
- III. RECOMMENDATION

**SECTION I  
CITY OF LAKE WORTH  
GENERAL INFORMATION**

INTRODUCTION – The City of Lake Worth has received and negotiated its 2015 insurance renewal for PROPERTY; BOILER & MACHINERY; CONTRACTOR’S EQUIPMENT; CRIME; PUBLIC OFFICIAL LIABILITY; EXCESS AUTOMOBILE LIABILITY; EXCESS GENERAL LIABILITY; EXCESS WORKER'S COMPENSATION and CITY SPECIAL EVENTS COVERAGE. Insurance is to be effective on October 1, 2015.

Due care and diligence have been exercised in preparing the City’s specifications, and all information is believed to be substantially correct. However, the responsibility for determining the full extent of the exposures to risk and verification of all information rest solely with the proposer. Neither the City of Lake Worth, Ben Few & Company, Inc. nor any of either entity's representatives shall be responsible for any error or omission in the specifications, nor for the failure on the part of the proposer to understand the full extent of the exposure.

CONTRACT TERMS - The effective date of the proposed coverages will be October 1, 2015. Subsequent renewal terms of this contract will be based upon satisfactory service along with acceptability of cost and financial stability of the carrier.

NON-WAIVER OF SOVEREIGN IMMUNITY - In accord with Florida Statute 768.28, which preserves the City's sovereign immunity, insurers shall not be permitted to endorse policies to waive the City's sovereign immunity above \$200,000 per claim or judgment/\$300,000 per incident or occurrence.

**SECTION II  
CITY OF LAKE WORTH  
SPREADSHEET  
ANALYSIS**

**2015-2016 PREMIUM ANALYSIS**

**FOR**

**CITY OF LAKE WORTH**

COVERAGES	LIMITS	AGENCY / POLICY INFORMATION	2014-2015 PREMIUM	2015-2016 PREMIUM
<b>PROPERTY - UTILITIES PROPERTY</b>				
		PUBLIC RISK STARR TECH/ACE AMER. <b>EFF: 10/01/2015</b>		
BLANKET BUILDING & CONTENTS	\$117,093,374		\$480,689	<b>\$465,405</b>
**NAMED WINDSTORM SUB-LIMIT	\$15,000,000			
FLOOD (Including Storm Surge) Annual Aggr.	\$5,000,000			
FLOOD (100 yr flood zones) Annual Aggr.	\$1,000,000			
PROPERTY DAMAGE DEDUCTIBLE	\$300,000			
	5% of TIV			
NAMED WINDSTORM DEDUCTIBLE	subject to \$250,000 min.			
	5% of TIV			
FLOOD (100 yr flood zones)	subject to \$250,000 min.			
DISPATCH BLDG UTILITIES OFFICE & MASTER LIFT STATION DEDUCTIBLE	\$100,000			
WATER TREATMENT PLANT DEDUCTIBLE	\$50,000			
<b>PROPERTY</b>				
SPECIAL; REPL. COST; 100 % CO-INS.		PUBLIC RISK PGIT <b>EFF: 10/01/2015</b>	\$222,719	<b>\$222,719</b> <b>*Preferred</b>
BLANKET BUILDING & CONTENTS	\$41,380,926			
DEDUCTIBLE AOP	\$25,000			
	5% of TIV per			
NAMED WINDSTORM DEDUCTIBLE	loc. Subject to min. \$35,000 per occ.			
LOSS OF BUSINESS INCOME	\$250,000			
ADDITIONAL EXPENSE	\$250,000			
FLOOD	\$5,000,000			
FLOOD DEDUCTIBLE	\$25,000 occ.			
EARTH MOVEMENT	\$1,000,000			
EARTH MOVEMENT DEDUCTIBLE	\$25,000 per			
DEMOLITION COST,ORDINANCE,INCR. COST OF CONSTRUCTION	\$1,250,000			

COVERAGES	LIMITS	AGENCY / POLICY INFORMATION	2014-2015 PREMIUM	2015-2016 PREMIUM
<b>BOILER &amp; MACHINERY</b>			Included	<b>Included</b>
PROP.DAMAGE / BUS.INCOME/EXTRA EXP.	\$41,380,926			<b>*Preferred</b>
DEDUCTIBLE - PER OCCURRENCE	\$25,000			
<b>INLAND MARINE</b>			\$6,467	<b>\$4,423</b>
UNSCHEDULED Blanket Inland Marine Equip.	\$600,000			<b>*Preferred</b>
COMMUNICATION EQUIPMENT	\$25,000			
CONTRACTOR'S MOBILE EQUIPMENT	\$543,526		\$760,728	
ELECTRONIC DATA PROCESSING EQUIP.	\$250,000			
EMERGENCY SERVICES PORTABLE EQUIP.	\$50,000			
FINE ARTS	\$25,000			
OTHER INLAND MARINE	\$32,676			
RENTED / LEASED EQUIPMENT	\$100,000			
VALUABLE PAPERS & RECORDS	\$50,000			
DEDUCTIBLE PER OCCURRENCE	\$1,000			
<b>CRIME - Discovery Form</b>		<b>PUBLIC RISK</b>		
EMPLOYEE DISHONESTY - per loss	\$500,000	PGIT	\$1,600	<b>\$1,600</b>
DEDUCTIBLE	\$25,000	<b>EFF: 10/01/2015</b>		<b>*Preferred</b>
MONEY & SECURITIES - INSIDE & OUTSIDE	\$500,000			
DEDUCTIBLE	\$25,000			
FORGERY OR ALTERATION	\$500,000			
DEDUCTIBLE	\$25,000			
COMPUTER FRAUD	\$500,000			
DEDUCTIBLE	\$25,000			
<b>GENERAL LIABILITY - Occurrence</b>		<b>PUBLIC RISK</b>		
BODILY INJURY & PROPERTY DAMAGE	\$1,000,000	PGIT	\$28,950	<b>\$33,660</b>
SELF INSURED RETENTION	\$100,000	<b>EFF: 10/01/2015</b>		<b>*Preferred</b>
PERSONAL INJURY/ADVERTISING INJURY	INCLUDED			
PRODUCTS / COMPLETED OPERATION	INCLUDED			
MEDICAL PAYMENTS	N/A			
FIRE DAMAGE	INCLUDED			
SEWER BACKUP & WATER DAMAGE				
PER CLAIMANT	\$10,000			
AGGREGATE				
LIMIT	\$200,000			

COVERAGES	LIMITS	AGENCY / POLICY INFORMATION	2014-2015 PREMIUM	2015-2016 PREMIUM
PESTICIDE/HERBICIDE LIMIT	\$1,000,000			
EMPLOYEE BENEFITS				
PER OCCURRENCE	\$1,000,000			
AGGREGATE	N/A			
SELF INSURED RETENTION	\$100,000			
<b>AUTOMOBILE</b>		<b>PUBLIC RISK</b>		
AUTOMOBILE LIABILITY	\$1,000,000	PGIT	\$15,710	<b>\$15,962</b>
LIABILITY SELF INSURED RETENTION	\$100,000	<b>EFF: 10/01/2015</b>		<b>*Preferred</b>
PERSONAL INJURY PROTECTION	INCLUDED			
UNINSURED MOTORIST	N/A			
PHYSICAL DAMAGE	N/A			
HIRED AND NON-OWNED LIABILITY	INCLUDED			
SEE ATTACHED VEHICLE SCHEDULE	<b>206</b>		194	
<b>EXCESS WORKERS COMPENSATION</b>		<b>PUBLIC RISK</b>		
EMPLOYERS LIABILITY	STATUTORY	PGIT	\$45,360	<b>\$52,763</b>
EACH ACCIDENT	\$1,000,000	<b>EFF: 10/01/2015</b>		<b>*Preferred</b>
POLICY LIMIT	\$1,000,000			
EACH EMPLOYEE	\$1,000,000			
WORKER'S COMPENSATION				
EACH				
ACCIDENT	STATUTORY			
EACH				
EMPLOYEE	STATUTORY			
SELF INSURED RETENTION	\$500,000			
<b>PREMIUM BASIS:</b>				
TOTAL PAYROLL	<b>\$17,495,393</b>		\$15,047,058	
<b>PUBLIC OFFICIALS &amp; EMPLOYMENT PRACTICE</b>		<b>PUBLIC RISK</b>		
CLAIMS MADE POLICY WITH FULL PRIOR ACTS		ACE AMERICAN	\$22,397	<b>\$23,294</b>
		<b>EFF: 10/01/2015</b>		
EMPLOYMENT PRACTICE LIABILITY				
PER CLAIM	\$1,000,000			
AGGREGATE	\$1,000,000			
SELF INSURED RETENTION	\$100,000			
PUBLIC OFFICIALS LIABILITY				
PER CLAIM	\$1,000,000			
AGGREGATE	\$1,000,000			
SELF INSURED RETENTION	\$0			
REVENUE	\$124,400,000		\$113,900,000	

COVERAGES	LIMITS	AGENCY / POLICY INFORMATION	2014-2015 PREMIUM	2015-2016 PREMIUM
<b>FIREFIGHTERS PENSION FIDUCIARY LIABILITY</b>				
ANNUAL AGGREGATE - INCLS. DEF.COST	\$1,000,000	PUBLIC RISK MARKEL AMERICAN	\$5,712.49	<b>\$5,688</b>
DEDUCTIBLE	NONE	<b>EFF: 10/1/2015</b>		
VOLUNTARY COMPL.SUB-LIMIT	\$200,000			

<b>SUB-TOTAL</b>				
<b>PRIA INSURANCE PREMIUMS</b>			\$829,605	<b>\$825,514</b>

PLUS                      PLUS

<b>CITY SPECIAL EVENTS - TENANTS</b>		PLASTRIDGE		
<b>GENERAL LIABILITY</b>		SCOTTSDALE INS.	\$25,376.25	<b>\$25,035.00</b>
EACH OCCURRENCE	\$1,000,000	<b>EFF: 10/1/2015</b>		
DAMAGE TO PREMISES RENTED TO YOU	\$100,000			
DEDUCTIBLE	\$2,500			
MEDICAL EXPENSE	N/A			
PERSONAL & ADVERTISING INJURY	\$1,000,000			
GENERAL AGGREGATE	\$3,000,000			
PRODUCTS/COMPLETED OPERATIONS	\$3,000,000			
ASSAULT OR BATTERY LIAB.-\$10,000 aggr.	\$5,000 each claim			

<b>GRAND TOTAL PREMIUMS</b>			\$854,981	<b>\$850,549</b>
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**SECTION III  
CITY OF LAKE WORTH  
RECOMMENDATION**

Our recommendation is that the City of Lake Worth:

1. Renew all coverages with PGIT, Starr, Ace American and Scottsdale.
2. Reject TRIA on property.

RESULTING PREMIUM COST: \$850,549

REDUCTION FROM LAST YEAR: \$4,432

COMMENTS:

Coverage has and continues to be quite competitive in the Florida public entity insurance market. As a result, the City of Lake Worth has enjoyed a good working relationship with its current carrier (PGIT) for the last few years and continues to do so. It is our sound belief that due to this relationship, a softening market and the already competitive nature of PGIT's rates, no other truly qualified respondent could meet the current rates being provided, much less renewal. We feel this year's process has resulted in an extremely good product for the City of Lake Worth.

Again, the net premium savings is \$4,432, even though the City's payroll has increased by \$2,448,335 over last year. Revenues are up by \$10,500,000 and there are 12 additional automobiles.

Respectfully submitted,

BEN FEW & COMPANY, INC.



Ben Few III, ARM, ARM-P  
President

**PREMIUM RECAPITULATION**

	<u>Annual Premium</u>	<u>Check Option</u>	
		<u>Accept</u>	<u>Reject</u>
<b>Utility Property- Starr Tech</b>			
Premium	\$458,405		
Engineering Fee	\$7,000		
<b>Total Premium</b>	<b>\$465,405</b>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Optional - Certified Terrorism</i>	\$9,183	<input type="checkbox"/>	<input type="checkbox"/>
<i>Optional - Non-Certified Terrorism</i>	\$1,020	<input type="checkbox"/>	<input type="checkbox"/>
<b>Property / Equipment Breakdown- Preferred</b>	\$222,719	<input type="checkbox"/>	<input type="checkbox"/>
<b>Inland Marine- Preferred</b>	\$4,423	<input type="checkbox"/>	<input type="checkbox"/>
<b>Crime- Preferred</b>	\$1,600	<input type="checkbox"/>	<input type="checkbox"/>
<b>General Liability- Preferred</b>	\$33,660	<input type="checkbox"/>	<input type="checkbox"/>
<b>Automobile Liability &amp; Physical Damage- Preferred</b>	\$15,962	<input type="checkbox"/>	<input type="checkbox"/>
<b>Excess Workers' Compensation- Preferred</b>	\$52,763	<input type="checkbox"/>	<input type="checkbox"/>
<b>Public Officials / EPLI- ACE American Insurance Co</b>	\$23,294	<input type="checkbox"/>	<input type="checkbox"/>
<b>Fiduciary Liability- Markel American Insurance Co</b>	\$5,576		
FIGA Fee	\$112		
<b>Total Premium</b>	<b>\$5,688</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Two-Year Coverage Agreement*- Preferred</b>		<input type="checkbox"/>	<input type="checkbox"/>

*\*Please refer to the next page for details on the Two-Year Offer*

**I authorize PRIA to request the underwriters to bind coverage on the items indicated above and acknowledge receipt of the Compensation and Financial Condition Disclosure(s) provided in this proposal.**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name & Title)

\_\_\_\_\_  
(Date)

**PLEASE SIGN & DATE**



**IMPORTANT NOTE:**

*Preferred's* quote covers two (2) annual twelve month periods, from 10/01/2015 12:00:00 AM to 10/01/2016 12:00:00 AM and from 10/01/2016 12:00:00 AM to 10/01/2017 12:00:00 AM. The following conditions apply in addition to all other conditions of this quote:

- A. All Aggregate limits reset for the period 10/01/2016 12:00:00 AM to 10/01/2017 12:00:00 AM. Losses applying to one annual coverage period will not erode the aggregate limits of another annual coverage period.
- B. The premium for the period 10/01/2016 12:00:00 AM to 10/01/2017 12:00:00 AM will be determined based on updated exposure values for the period.
- C. Rates for the period 10/01/2016 12:00:00 AM to 10/01/2017 12:00:00 AM will be identical to those for the period commencing 10/01/2015 12:00:00 AM, with premiums subject to the following:
  - 1. NCCI Experience modification factors will be applied as promulgated.
  - 2. Changes to Schedules: Property, Inland Marine, and Automobile symbol 7 only
  - 3. Payroll
  - 4. Number of Employees
- D. In the event of cancellation of any line of business prior to 10/01/2017 12:00:00 AM, a penalty equal to 60 days premium of such line(s) of business shall become earned, any provision of the agreement to the contrary notwithstanding.
  - 1. This penalty is earned and payable regardless of when notice of such cancellation is given, or the effective date of such cancellation.

Underwriting Division—Brokerage Department

## GENERAL LIABILITY QUOTE

**Account Name:** City of Lake Worth, Florida

**Date Quoted:** September 15, 2015

**Submission #:** 102878813C

We are pleased to offer the following quote. ALL REQUESTS TO BIND COVERAGE MUST BE IN WRITING.

**Company:** Scottsdale Insurance Company

**Premium:** \$25,000

**Eff. Date:** 10/01/2015

**Exp. Date:** 10/01/2016

\$1,250 Terrorism

**Total Premium:** \$26,250 Annual, Plus Taxes and Fees

**Predominant State:** Florida

**Inspection Fee:** \$0

**No. of Locations to be inspected:** \_\_\_\_\_

**Coverage Form:** Commercial General Liability - Occurrence per CG 00 01 (04-13)

<b>Limits:</b>	\$3,000,000	General Aggregate
	\$3,000,000	Products/Completed Operations Aggregate
	\$1,000,000	Personal Injury and Advertising Injury
	\$1,000,000	Each Occurrence
	\$100,000	Damage to Premises Rented to You
	Excluded	Medical Payments

**Deductible:**

GL AI/BI/PD/PI (LAE Included) \$2,500 Per Occurrence GLS-148s (06-15)

**Additional Coverages:**

Assault and/or Battery Limited Liability Coverage Form  
GLS-215s (06-14) \$5,000 Each Claim; \$10,000  
Aggregate;

**Common Exclusions:**

Asbestos UTS-131g (03-92)

Continuous or Ongoing Damages Exclusion  
GLS-281s (09-07)

Designated Ops by Wrap Up Ins Program  
CG 21 54 (01-96) All locations and operations for  
which you are covered under a consolidated, wrap-up  
or similar insurance program.

Designated Professional Services CG 21 16 (04-13) All  
professional services of any insured;

Employment Related Practices CG 21 47 (12-07)

Exclusion-Access or Disclosure of Confidential or  
Personal Information and Data-Related Liability-with  
Limited Bodily Injury Exception CG 21 06 (05-14)

Fungi or Bacteria Exclusion CG 21 67 (12-04)

Known Injury or Damage Exclusion - Personal and  
Advertising Injury GLS-289s (11-07)

Lead Contamination GLS-58s (12-93)

Med Pay CG 21 35 (10-01) All premises and  
classifications;

Nuclear Energy IL 00 21 (09-08)

Punitive Damages UTS-74g (08-95)

Silica CG 21 96 (03-05)

Total Absolute Pollution CG 21 49 (09-99)

**Additional Exclusions:**

Cross Liability GLS-304s (07-08)

Designated Operations Exclusion GLS-103S (06-09) All  
operations of the named insured other than the  
designated special events per form CG 21 44.

Performer, Participants, or Stage Hands (also for Special  
Events) GLS-5s (04-08)

Total Liquor GLS-106s (12-13)

**Special Endorsements:**

100% Minimum/ 100% Advance Deposit/ 25% Minimum  
Earned Cancellation Premium GLS-230S (08-09)  
Minimum Premium:

Amendment of Other Insurance GLS-152s (04-14)

Cap on Losses from Certified Acts of Terrorism  
CG 21 70 (01-15)

CGL Coverage Part Extension of Supplemental  
Declarations (Class Codes and Exposures)  
CLS-SP-1L (10-93)

CGL Coverage Part Supplemental Declarations (Policy  
Limits) CLS-SD-1L (08-01)

Designated Premises or Project CG 21 44 (07-98)

Designated Premises: Per Schedule of events on file  
with Scottsdale Insurance Co.

Disclosure Pursuant to Terrorism Risk Insurance Act  
IL 09 85 (01-15) Terrorism Premium: (Same as TRIA  
premium listed above)

Service of Suit Clause UTS-9G (05-96)

Special Conditions - Contractors GLS-464s (03-15)

State Amendatory Endorsements

**Rating Basis:**

Code 63218 - Exhibitions - Not For Profit: \$25,000 Flat Charge

**Subject To:**

Signed TRIA form at time of binding rejecting or accepting coverage

**The latest edition of each form will be used unless otherwise noted.** All Forms are available for review on the  
Scottsdale Insurance Company Agent's Portal. The Scottsdale Insurance Agent's Portal can be viewed at:

<https://portal.web.scottsdaleins.com/wps/myportal/>

This quotation is based upon the application received by the Company and is good for 30 days from date quoted. If  
request to bind is not received within this time, the quotation is invalid. This quotation may reflect reduced coverage and/or  
limits from your original request or the expiring policy. Your client must be advised.

**We greatly appreciate your business.**



Scottsdale Indemnity Company

**SCOTTSDALE**  
SURPLUS LINES INSURANCE COMPANY

## **POLICYHOLDER DISCLOSURE**

### **NOTICE OF TERRORISM INSURANCE COVERAGE**

#### **TERRORISM RISK INSURANCE ACT**

Under the Terrorism Risk Insurance Act of 2002, as amended pursuant to the Terrorism Risk Insurance Program Reauthorization Act of 2015, effective January 1, 2015 (the "Act"), you have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act: The term "certified acts of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

You should know that where coverage is provided by this policy for losses resulting from "certified acts of terrorism," such losses may be partially reimbursed by the United States Government under a formula established by federal law. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government agrees to reimburse eighty-five percent (85%) of covered terrorism losses in calendar year 2015 that exceed the statutorily established deductible paid by the insurance company providing the coverage. This percentage of United States Government reimbursement decreases by one percent (1%) every calendar year beginning in 2016 until it equals eighty percent (80%) in 2020. The premium charged for this coverage is provided below and does not include any charges for the portion of loss that may be covered by the Federal Government under the Act.

You should also know that the Act, as amended, contains a \$100 billion cap that limits United States Government reimbursement as well as insurers' liability for losses resulting from "certified acts of terrorism" when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

#### **CONDITIONAL TERRORISM COVERAGE**

The federal Terrorism Risk Insurance Program Reauthorization Act of 2015 is scheduled to terminate at the end of December 31, 2020, unless renewed, extended or otherwise continued by the federal government. Should you select Terrorism Coverage provided under the Act and the Act is terminated December 31, 2020, any terrorism coverage as defined by the Act provided in the policy will also terminate.





**The Plastridge Agency-PBGO**

10337 N Military Trail  
Palm Beach Gardens, FL 33410

PHONE: 561-630-4955  
FAX:

# INVOICE

**Account No. CITY-03**

**September 22, 2015**

To: City of Lake Worth  
Gordon Hartman  
7 North Dixie Highway  
Lake Worth, FL 33460

ACCOUNT MANAGER	PRODUCER	POLICY EFFECTIVE DATE	DUE DATE
Wendy Balcerzak	Brendan T. Lynch	10/01/2015	Upon Receipt

DESCRIPTION	
2015 – 2016 General Liability – Special Event	\$25,035.00
<b>TOTAL</b>	<b>\$25,035.00</b>
<b>AMOUNT DUE</b>	<b>\$25,035.00</b>

Please make your check payable to: **The Plastridge Agency, Inc.**

**FAILURE TO PAY THIS INVOICE WILL RESULT IN CANCELLATION OF YOUR COVERAGE**

**THANK YOU FOR YOUR BUSINESS!**



**AGENDA DATE:** September 29, 2015, Special Meeting

**DEPARTMENT:** Human Resources - Risk

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**EXECUTIVE BRIEF**

**TITLE:**

Agreement with Ben Few & Company, Inc. ("Ben Few & Company") for full-time Risk Management Consulting Services

**SUMMARY:**

The Agreement will authorize the expansion of risk management consulting services provided by Ben Few & Company to the City.

**BACKGROUND AND JUSTIFICATION:**

Ben Few & Company will provide full-time risk management services to include: collect/update data for policy renewals/maintenance/amendments; review/complete policy applications for staff review/signature; identify/present risk exposure data/loss info; manage Certificate of Insurance ("COI") compliance; and manage all City property claims; as well as establish a safety program and committee.

The Agreement is for an additional \$36,000 (total contract cost = \$60,000.00) for Ben Few & Company to provide full-time risk management services for the City of Lake Worth.

**MOTION:**

I move to approve/not approve an agreement with Ben Few & Company's for expanded risk management consulting services to the City of Lake Worth in the amount of \$60,000: pending the approval of the Fiscal Year 2016 Budget.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Agreement

**FISCAL IMPACT ANALYSIS**

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	0	0	0	0	0
Operating Expenditures	0	\$60,000	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	0	\$60,000	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

B. Recommended Sources of Funds/Summary of Fiscal Impact:

HR / Risk Management		Ben Few & Company, Inc.				
Account Number (s)	Account Description	FY 2016 Budget	Agenda Expense	Budget Transfer	Post Exp; Balance	Balance
520-1331-513-34-50	Other Contractual Services	102,000	(60,000)	-		42,000

Other Contractual Services - Account number: 520-1331-513-34-50

C. Department Fiscal Review: \_\_\_\_\_

**PROFESSIONAL SERVICES AGREEMENT**  
**(Comprehensive Risk Management Services)**

THIS AGREEMENT (“Agreement”) is entered on \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Lake Worth, a Florida municipal corporation (“City”) and Ben Few & Company, Inc., a Florida corporation (“Consultant”).

**RECITALS**

**WHEREAS**, since February 3, 2011, pursuant to a competitive selection process, the City has been utilizing the Consultant for Risk Management advisory services including, but not limited to, analyzing claims, identifying risk, reviewing insurance policies, assisting in closing reserve accounts and advising on risk-related issues; and

**WHEREAS**, the City’s Agreement with the Consultant is set to expire in February 2016; and

**WHEREAS**, the City is in need of additional risk management consultant services including, without limitation, acting as the City’s liaison with the City’s third party administrators for claims, developing claims and insurance budget for each fiscal year and providing claims analysis for City staff; and

**WHEREAS**, the Consultant has submitted a proposed scope of services to address the City’s current and additional risk management needs; and

**WHEREAS**, the City desires to engage the Consultant as its primary risk management consultant; and

**WHEREAS**, pursuant to section 2-112(c)(6) of the City’s procurement code, the City is authorized to directly contract with Consultant for the provision of professional services; and

**WHEREAS**, the purpose of this Agreement is to set forth certain terms and conditions for the provision of services by the Consultant to the City.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the City and the Consultant agree as follows:

**SECTION 1: INCORPORATION OF RECITALS.** The foregoing Recitals are incorporated into this Agreement as true and correct statements.

**SECTION 2: CONSULTANT’S SERVICES.** The Consultant shall provide those risk management services as set forth in Exhibit “A” attached hereto and incorporated herein. The parties existing Professional Services Agreement, entered on February 3, 2011 and expiring February 2, 2016 is hereby terminated.

**SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP.** No relationship of employer or employee is created by this Agreement, it being understood that Consultant will act hereunder as an independent contractor and none of the Consultant's, officers, directors, employees, independent contractors, representatives or agents performing services for Consultant pursuant to this Agreement shall have any claim under this Agreement or otherwise against the City for compensation of any kind under this Agreement. The relationship between the City and Consultant is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

**SECTION 4: TERM, TIME, LIQUIDATED DAMAGES AND TERMINATION.**

a. Term. The term of this Agreement shall commence upon the approval of this Agreement by the City Commission and shall be for one (1) year unless earlier terminated as stated herein. The term may be extended by written agreement of the parties.

b. Time for Completion. Time is of the essence in the performance of this Agreement. The CONSULTANT shall at all times carry out its duties and responsibilities as expeditiously as possible.

c. Force Majeure. Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The Consultant or City may suspend its performance under this Agreement as a result of a force majeure without being in default of this Agreement, but upon the removal of such force majeure, the Consultant or City shall resume its performance as soon as is reasonably possible. Upon the Consultant's request, the City shall consider the facts and extent of any failure to perform the services and, if the Consultant's failure to perform was without its or its subconsultants' fault or negligence, the schedule and/or any other affected provision of this Agreement may be revised accordingly, subject to the City's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than seven (7) days before a notice of delay or claim therefore is made in writing to the City. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

e. Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than thirty (30) days written notice of termination.

f. Termination for cause. Either party may terminate this Agreement at any time in the event that the other party engages in any act or makes any omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement shall provide the other party with written notice specifying the nature of the breach. The party receiving the notice shall then have three (3) days from the date of the notice in which to remedy the breach. If such corrective action is not taken within three (3) days, then this Agreement shall terminate at the end of the three (3) day period without further notice or demand.

g. Early Termination. If this Agreement is terminated before the completion of all services by either party, the Consultant shall:

1. Stop services on the date and to the extent specified including without limitation services of any subconsultants.
2. Transfer all work in progress, completed work, and other materials related to the terminated services to the City in the format acceptable to City.
3. Continue and complete all parts of the services that have not been terminated.

h. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the City is a municipal corporation and political subdivision of the state of Florida, and as such, this Agreement (and all Exhibits hereto) are subject to budgeting and appropriation by the City of funds sufficient to pay the costs associated herewith in any fiscal year of the City. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the City's governing board in any fiscal year to pay the costs associated with the City's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the City to be, insufficient to pay the costs associated with the City's obligations hereunder in any fiscal period, then the City will notify Consultant of such occurrence and either the City or Consultant may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the City of any kind whatsoever; however, City shall pay Consultant for all services performed under this Agreement through the date of termination.

#### **SECTION 5: COMPENSATION.**

a. Payments. The City agrees to compensate the Consultant in accordance with the fee schedule set forth in **Exhibit "A"**; **provided that, the total amount to be paid the Consultant under this Agreement shall not exceed sixty thousand dollars (\$60,000.00) for the initial one year term.** The City shall not reimburse the Consultant for any additional costs incurred as a direct or indirect result of the Consultant providing service to the City under this Agreement and not set forth in **Exhibit "A"**.

b. Invoices. The Consultant shall render monthly invoices to the City for services that have been rendered in conformity with this Agreement in the previous month. The invoices shall specify the work performed and the time spent on such work. Invoices will normally be paid within thirty (30) days following the City's receipt of the Consultant's invoice.

**SECTION 6: INDEMNIFICATION.** The Consultant, its officers, employees and agents shall indemnify and hold harmless the City, including its officers, employees and agents from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees (at the trial and appellate levels), to the extent caused by the negligence of the Consultant, its

officers, directors, employees, representatives and agents employed or utilized by the Consultant in the performance of the services under this Agreement. The City agrees to be responsible for its own negligence. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or the Consultant, nor shall this Agreement be construed as a waiver of sovereign immunity for the City beyond the waiver provided in section 768.28, Florida Statutes.

**SECTION 7: COMPLIANCE AND DISQUALIFICATION.** Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties’ performance of this Agreement.

**SECTION 8: PERSONNEL.** The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City. All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state and local law to perform such services.

**SECTION 9: SUB-CONSULTANTS.** The City reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and approve all qualifications of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Agreement. All sub-consultants providing professional services to the Consultant under this Agreement will also be required to provide their own insurance coverage identical to those contained in this Agreement. In the event that a sub-consultant does not have insurance or does not meet the insurance limits as stated in this Agreement, the Consultant shall indemnify and hold harmless the City for any claim in excess of the sub-consultant’s insurance coverage, arising out of the negligent acts, errors or omissions of the sub-consultant.

**SECTION 10: FEDERAL AND STATE TAX.** The City is exempt from payment of Florida State Sales and Use Tax. The Consultant is not authorized to use the City’s Tax Exemption Number.

**SECTION 11: INSURANCE.** Prior to commencing any services, the Consultant shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than “excellent” by A.M. Best or as mutually agreed upon by the City and the Consultant. All such insurance policies may not be modified or terminated without the express written authorization of the City.

<b><u>Type of Coverage</u></b>	<b><u>Amount of Coverage</u></b>
Professional liability/ Errors and Omissions	\$1,000,000 per occurrence
Commercial general liability (Products/completed operations Contractual, insurance broad form property,	\$1, 000,000 per occurrence

Independent Consultant, personal injury)	\$2,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	\$ 1,000,000 single limits
Worker's Compensation	\$ statutory limits

The commercial general liability and excess liability policies will name the City as an additional insured and proof of all insurance coverage shall be furnished to the City by way of an endorsement to same or certificate of insurance prior to the provision of services. The certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount, and classification as required for strict compliance with this section. Failure to comply with the foregoing requirements shall not relieve Consultant of its liability and obligations under this Agreement.

**SECTION 12: SUCCESSORS AND ASSIGNS.** The City and the Consultant each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as agreed in writing by all parties, this Agreement is not assignable.

**SECTION 13: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES.** All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**SECTION 14: WAIVER OF JURY TRIAL.** TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

**SECTION 15: ACCESS AND AUDITS.** The Consultant shall maintain adequate records to justify all payments made by the City under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant's place of business. In no circumstances will Consultant be required to disclose any confidential or proprietary information regarding its products and service costs.

**SECTION 16: NONDISCRIMINATION.** The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

**SECTION 17: AUTHORITY TO PRACTICE.** The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the City upon request.

**SECTION 18: SEVERABILITY.** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

**SECTION 19: PUBLIC ENTITY CRIMES.** Consultant acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The Consultant will advise the City immediately if it becomes aware of any violation of this statute.

**SECTION 20: NOTICE.** All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the CITY shall be sent to:

City of Lake Worth  
Attn: City Manager  
7 N. Dixie Highway  
Lake Worth, FL 33460

and if sent to the Consultant, shall be sent to:

Ben Few & Company, Inc.  
4560 Via Royale, Suite 3  
Fort Myers, FL 33919

The foregoing names and addresses may be changed if such change is provided in writing to the other party. Notice shall be deemed given upon receipt.

**SECTION 21: ENTIRETY OF AGREEMENT.** The City and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

**SECTION 22: WAIVER.** Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

**SECTION 23: PREPARATION AND NON-EXCLUSIVE.** This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement and the City reserves the right to contract with individuals or firms to provide the same or similar services.

**SECTION 24: MATERIALITY.** All provisions of the Agreement shall be deemed material. In the event Consultant fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and City may at its option provide notice to the Consultant to terminate for cause.

**SECTION 25: LEGAL EFFECT.** This Agreement shall not become binding and effective until approved by the City. The Effective Date is the date this Agreement is executed by the City.

**SECTION 26: NOTICE OF COMPLAINTS, SUITS AND REGULATORY VIOLATIONS .** Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

**SECTION 27: SURVIVABILITY.** Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

**SECTION 28: COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

**SECTION 29: PALM BEACH COUNTY IG.** In accordance with Palm Beach County ordinance number 2011-009, the CONSULTANT acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONSULTANT has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

**SECTION 30: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS.** This Agreement consists of this Agreement and Exhibit “A”. The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between the terms and conditions of this Agreement and Exhibit “A”, the terms and conditions of this Agreement shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

**SECTION 31: OWNERSHIP OF DELIVERABLES.** The deliverables, work product, specifications, calculations, supporting documents, or other work products which are listed as deliverables by the Consultant in Exhibit “A” to the City shall become the property of the City upon delivery. The Consultant may keep copies or samples thereof and shall have the right to use the same. The City accepts sole responsibility for the reuse of any such documents in a manner other than as initially intended or for any use of incomplete documents.

**SECTION 32: REPRESENTATIONS and BINDING AUTHORITY.** By signing this Agreement, Michael E. Burton hereby represents to the City that he has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the Consultant for whom he is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

**SECTION 33: PUBLIC RECORDS.** The Consultant shall comply with Florida’s Public Records Act, Chapter 119, Florida Statutes, and specifically agrees to:

a. Keep and maintain all public records that ordinarily and necessarily would be required by the CITY to keep and maintain in order to perform the services under this Agreement.

b. Provide the public with access to said public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

c. Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

d. Meet all requirements for retaining said public records and transfer, at no cost, to the City all said public records in possession of the Consultant upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from Chapter 119, Florida Statutes, disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

**SECTION 34: CONFIDENTIAL AND PROPRIETARY INFORMATION.** Each party (the “Receiving Party”) will keep confidential and not disclose to any other person or entity or use (except as expressly and unambiguously authorized by this Agreement) information, technology or software (“Confidential Information”) obtained from the other party (the

"Disclosing Party"); provided, however, that the Receiving Party will not be prohibited from disclosing or using information (i) that at the time of disclosure is publicly available or becomes publicly available through no act or omission of the Receiving Party, (ii) that is or has been disclosed to the Receiving Party by a third party who is not under, and to whom the Receiving Party does not owe, an obligation of confidentiality with respect thereto, (iii) that is or has been independently acquired or developed by the Receiving Party without access to the Disclosing Party's Confidential Information, (iv) that is already in the Receiving Party's possession at the time of disclosure, or (v) that is required to be released by law.

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement (Comprehensive Risk Management Services) as of the day and year set forth above.

**CITY OF LAKE WORTH, FLORIDA**

By: \_\_\_\_\_  
Pam Triolo, Mayor

ATTEST:

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Pamela J. Lopez, City Clerk

*Glen J. Torcivia* FOR  
Glen J. Torcivia, City Attorney

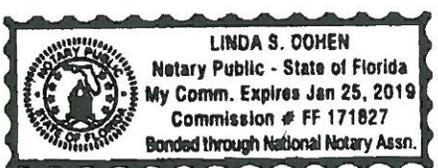
**BEN FEW & COMPANY, INC.**

[Corporate Seal]

By: *Ben Few*  
Ben Few, III CEO

STATE OF FLORIDA)  
COUNTY OF Lee)

The foregoing instrument was acknowledged before me this 22nd day of Sept, 2015, by Ben Few, III, as CEO of Ben Few & Company, Inc., a Florida corporation, and who is personally known to me or who has produced the following as identification.



*Linda S. Cohen*  
Notary Public

## EXHIBIT "A"

### **CONSULTANT's Scope of Services**

For your reference, the following scope represents the services offered in a full-time consulting capacity and offers a glimpse into our working relationship with clients. Your program will consist of, but not be limited to the following services:

1. Be available on a daily basis to assist the Client's staff with general questions, process development, and contract reviews.

Ben Few III and Ben Few IV are available on a daily basis to all accounts they handle. They can be reached either by phone or email 24/7, and can be on the Client's premises in three hours, if need be. Process development and contract review are part of our standard service package delivered to clients to stay consistent with the risk transfer methods chosen.

2. Organize a systematic collection of data that is required for renewals and policy maintenance. This is done in a manner to minimize time demands on staff.

All client data is initially collected by our firm and electronically stored in our secured system in order to build a baseline for necessary future information. This information is kept on file in our office, so that minimal requests for information are made to the Client's staff. We offer our 'total policy management system' so that staff does not have to be involved at all, should they so desire. Once we have stored the information in our system, only that information that is subject to change may necessitate a request for an update from Client's staff (i.e. annual revenue basis, payrolls, etc.) We would anticipate regular communication with the Client's staff in general, so there would be constant dialogue with regard to any changes being made.

3. Complete all policy applications (except signatures) and present to the Client's staff for review and signature.

This is done for all clients, and is part of our total policy/data management system. Once the information is in our system, only minor adjustments need to be made, thus requiring less man hours from the Client's staff.

4. Act as a liaison between the Client's staff, brokers and other service providers to review policies for accuracy and follow up with brokers to resolve issues.

Ben Few & Company, Inc. acts the main point of contact between all risk management service providers and all of our clients. In this way, we are able to streamline any requests for information that may become necessary, again relieving pressure on the Client's for man hours.

5. Direct bidding and placement of all coverage and services associated with the Self Insurance Program.

Ben Few & Company, Inc. not only handles this particular service for our self-insured governmental/municipal clients, but for all of our private clients as well. Normally, it is our standard practice to engage the marketplace on behalf of clients every three years, but ultimately it is the client's decision on the frequency with which we go to bid. We prepare the specifications, issue the RFP, manage inquiries, receive proposals, evaluate proposals and present them to the Client's staff with an analysis and recommendation for approval. The entire process is facilitated by our office, so that client staff is free for other priorities.

Ben Few & Company, Inc. is well known and respected in the Florida market place as an independent, unbiased and well versed Risk Management Consulting firm and will be able to fairly bring all possible

markets into the RFP process. We have specific and extensive experience working with the major municipal insurance markets (PGIT, FMIT, Gallagher, etc.).

6. Provide a copy of all exposure data, loss information and applications that are submitted for marketing.

As part of our client filing system, all data—whether exposure, loss, financial or otherwise—is safely stored in our secured system, and electronically available to our clients at any time.

7. Follow-up on all policy maintenance requirements, such as workers compensation audits and builders risk reports.

Again, our firm maintains all policies for our clients, as part of our total policy management system, so this part of the scope of services is simply an extension of that. We prepare audit projections for all of our clients, both municipal and private, so that they know what to expect well before the audit takes place. We also like to be on premises when audits take place to ensure they are done accurately, as many times, questions from auditors can result in unnecessary reclassification of certain exposures.

8. Manage Certificate of Insurance issuances to assure they are in compliance with Client's coverage and internal procedures (Brokers will issue certificates, but the certificate terms should be monitored by the consultant).

This has become a necessary process with the newer Acord forms causing quite a bit of confusion between insureds and certificate holders of all sorts. Ben Few & Company, Inc. monitors all certificate specifics, both required of our clients and required by them to make sure all risk transfer methods are consistent.

9. Present a preliminary risk management budget to the Client each year.

This is done with all clients. We will prepare projected budgets based on perceived market conditions, along with expected loss results.

10. Present a final risk management budget to the Client each year.

The preliminary budget will be amended to reflect the actual costs of the new program.

11. Assist with developing needs for insurances not directly related to the self-insured program.

We help our clients develop all types of unique loss transfer methods, from the traditional purchase of insurance to self-insurance programs and reserving for losses not necessarily thought to be insurable.

12. Identify risk exposures and update exposure data to determine insurance policies' need for amendment.

This function goes hand-in-hand with our policy management system. Since we meet (and communicate) with clients on a regular basis, we are able to stay on top of any new or different exposures they may be facing due to change in business landscape, re-structuring, new endeavors, etc. We are able to advise all our clients on best practices for identifying new exposures as they are created, in ways that fit seamlessly into the clients' daily routines, so nothing is overlooked. The policy management system helps to support this as the information is accessible at any time, making it easy to manipulate at a moment's notice.

13. Provide loss fund recommendation reports to the Client each year, based on the corresponding actuarial reports.

Again, this a function provided to our current self-insured clients, and we anticipate providing the service for the City of Lake Worth.

14. Obtain & review all binders prior to submission to the Client.

Follow-up for receipt of and review all issued policies to assure they are complete and in compliance with quotes. Confirm accuracy, resolve any deficiencies in writing with the broker/carrier and provide the Client with documentation of the outcome.

This part of Ben Few & Company, Inc.'s total policy management system is to review binders upon receipt, and subsequently, policies for accuracy. This is included in our standard service package.

15. Review all policies prior to delivering to the Client, providing comments to show endorsements' impact within the policy wording. Also, PDF copies of all policies should be prepared for the Client and provided on DVD/CD.

As mentioned in point 14, policies are reviewed for accuracy, but a risk analysis of the various endorsement implications can be provided to the Client. Generally, we like to specify which endorsements/exclusions our clients want or do not want before we go to bid for certain coverages, so that our clients know what to expect throughout the process.

16. Assist with the development of documents as needed for any insurance related competitive process, i.e. Request for Proposals, Request for Information, Request for Qualifications, etc.

As mentioned in point 5, this is contemplated under our standard service package. Should the risk manager not want us to completely handle the competitive process in question, we are happy to help in any capacity.

17. Advise the Client of new options or funding techniques in insured and self-insured areas as well as any major new or pending legislation in any field which would affect Client's total benefit programs.

Ben Few & Company, Inc. strives to stay abreast of the latest trends and developments in the insurance industry as a whole and is dedicated to providing this information to its clients. Through membership in various professional organizations (SRMC, RIMS, PRIMA, FAIA), subscriptions to industry publications, and extensive continuing education, we are able to keep clients apprised of the latest developments in risk transfer methods, whether through self-insurance or fully-transferred products and the accompanying legislative mandates.

18. Acting on behalf of the Client, if authorized to do so by the Client in any claims.

Our firm is able to offer claim support if requested to do so by the Client. We currently provide claim support to many of our clients, both public and private.

19. Assist as committee review member or assist in the evaluation of responses to Request for Proposals, Request for Information, Request for Qualifications or as needed for any insurance related competitive process, i.e. brokers and TPA services.

As mentioned in the response to point 5, this is a standard service we provide to all of our clients. Should the Client wish, we can either handle these processes in a completely independent fashion or as part of a committee.

20. Attend Client Board meetings as needed.

In addition to meetings, Ben Few & Company, Inc. is available—and prefers—to meet face-to-face with our assigned point of contact on a regular basis, whether it be quarterly, monthly, etc.

21. Analyze claims against the Client on a periodic basis to determine trend of losses, and to project the effect of such trends upon the insured and self-insured programs. Analyze claims and loss experience to determine trend of losses and to project the effect of such trends upon the level of fund balance in the self insurance fund and to recommend appropriate levels of fund balance to maintain.

This is an integral part of the risk management process. In the response to point 13, it is mentioned that we provide loss fund recommendations to the Client—claims data plays a significant role in figuring various risk retention levels and loss funding techniques. We provide loss control and subsequent loss data analysis to most, if not all, of our clients to keep track of any developing trends. While it is our goal to eliminate any trend before it has the chance to begin, we are able to identify problematic areas and implement safety programs or other loss control measures to act as preventative maintenance through our program.

22. Continuously monitor the Client's program in order to recommend structure changes in the program, procedures or administration.

As with our monitoring the industry as a whole, we monitor our clients' programs to make sure they are as efficient and effective as possible. The biggest part of the fundamental risk management process is to make sure that the program that has been implemented is gauged for success along the way and adjusted if necessary for maximum impact.

23. Assist the Client in closing reserve accounts under prior Client insurance programs with insurance carriers.

This process is handled regardless of any anticipation of insurance-related competitive bid processes.

24. Assist with education, as needed, with City staff.