# COLLECTIVE BARGAINING AGREEMENT

Between

THE CITY OF OCALA, FLORIDA

And

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS
LOCAL 1205

October 1, 2015 through September 30, 2018

**City of Ocala / IBEW Local 1205 Agreement**


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## PREAMBLE

WHEREAS, the City of Ocala, Florida, hereinafter referred to as the "City", desires to promote a good relationship between its employees and itself by any proper means; and

WHEREAS, the City is bound by State law to deal with certain employees through their properly designated representatives; and

WHEREAS, IBEW Local 1205, hereinafter referred to as the "Union" is properly certified as the representative of certain employees of the City; and

WHEREAS, the parties desire that the results of such meetings be codified in one document that each side may refer to and rely upon during its term, now therefore, in consideration of the mutual conditions hereinafter stated, the City, the Union, and the employees for whom the Union is the properly certified bargaining agent as of the Execution of this Agreement, all hereby agree as follows.

ARTICLE 1

PURPOSE OF AGREEMENT

1.1 It is the purpose of this Agreement to achieve and maintain harmonious relations between the City, the Union, and the employees covered hereunder; to provide a document containing all of the items of agreements between the City and the Union upon which each party and the employees covered hereunder may refer and upon which each may rely during its term; to provide for peaceful and equitable adjustment of disputes which may arise during the term of the Agreement; and to otherwise promote the effectiveness, efficiency, and morale of the City's affected employees.

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ARTICLE 2

RECOGNITION

2.1 The City recognizes the Union as the bargaining agent for those employees of the City in the position classifications as described in and as attached hereto in Appendix C and made a part hereof.

2.2 Specifically excluded are the position classifications not listed in Appendix C.

2.3 The City and the Union agree that the Florida Statutes dealing with collective bargaining for the bargaining unit employees contain expressed provisions for withdrawal by a Union member of the Union's representative status.

2.4 Nothing in this Article shall require the City to fill any position classification.

2.5 Employees serving in their initial probationary period shall have access to the grievance procedure to file a complaint arising out of an alleged violation concerning wages and other terms and conditions of employment covered by this Agreement. However, probationary employees shall have no right to challenge their termination of employment, any disciplinary action, or performance evaluation during the initial probationary period.

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ARTICLE 3

REPRESENTATIVES OF PARTIES

3.1 The Union agrees to notify the City of the name of its authorized representatives as of the execution of this agreement and of replacement therefore during the term of this agreement.

3.2 The City agrees that during the term of this Agreement it will deal only with authorized representatives of the Union in matters requiring mutual consent or the administration of this Agreement.

3.3 The Union likewise agrees that during the term of this Agreement the Union and the employees covered hereunder shall deal only with the City Manager or designee in matters requiring mutual consent or the administration of this agreement.

3.4 The Parties further agree that neither they nor any of their agents or representatives shall attempt to modify the terms and administration of this agreement in any fashion or manner except in conformance with applicable State law, or where the parties mutually agree in writing.

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ARTICLE 4

NON-DISCRIMINATION

4.1 In the event either party to this Agreement has reason to believe that the other has, in violation of any applicable Federal or Florida law, discriminated against any employee covered by this Agreement on the basis of race, color, religion, sex, sexual orientation, national origin, kin, age, handicap, marital status, union membership or non-membership, the party entertaining that view will so notify the party believed to have violated said law in order that said party may conduct such investigations and take such remedial action as it deems appropriate.

4.2 It is understood that the only procedure for resolving allegations of statutory violations is the procedure established by the statute prohibiting the discrimination alleged to have been committed.

4.3 Wherever the male gender pronoun is used in this Agreement, such language shall be construed to refer to male and female employees. Similarly, wherever the female gender pronoun is used in this Agreement, such language shall be construed to refer to female and male employees.

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ARTICLE 5

DISTRIBUTION OF AGREEMENT

The City will furnish one (1) copy of this Agreement to each Executive Board member and maintain an up to date copy (with any amendments) on the City's intranet for members to reference during the term of this Agreement.

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ARTICLE 6

MANAGEMENT RIGHTS

6.1 The City and the Union agree and intend that the City retains the powers granted under F.S. Sec. 447.209, as may be amended from time to time by the Florida Legislature. When making rules and regulations relating to personnel policies, procedures, practices and matters of working conditions wherein the City has discretion, the City shall not violate the obligations imposed by this Agreement, and Chapter 447, Florida Statutes.

6.2 Such powers or prerogatives of the City are as generally described in F.S. 447.209, but are not necessarily limited to this brief description:

(a) to determine unilaterally the purpose of each of its constituents agencies;
(b) to set standards of service to be offered to the public;
(c) to exercise control and discretion over its organization and operation;
(d) to direct its employees;
(e) to take disciplinary action for proper cause;
(f) to relieve its employees from duty because of lack of work or for other legitimate reasons;

6.3 The City recognizes that the exercise of such rights by the City shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of this Agreement now in force.

6.4 It is expressly understood by the parties in this Agreement that the City shall not be deemed to have waived or modified any of the powers or prerogatives reserved by the City under this Article by not exercising said powers or prerogatives either on a particular matter or in a particular manner.

6.5 It is expressly understood by the City and the Union that the Union shall not be deemed to have waived its ability to negotiate over the impact of any changes to terms of employment or to working conditions resulting from the City exercising its rights under this Article.

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ARTICLE 7

TIME OFF FOR UNION BUSINESS

7.1 The Union shall have the right to select employees from those covered by this Agreement to act as Union Stewards. A written list of the Union Stewards shall be furnished to the City. The Union shall notify the City promptly of any change(s) of such Union Stewards. No Union Steward will perform any Union work unless the above has been complied with.

7.2 Two members of the Union negotiating team may be allowed paid authorized leave time off for all negotiation meetings, which shall be mutually set by the City and the Union.

7.3 Union Stewards shall be granted time off during working hours without loss of pay to investigate and settle grievances. Stewards must notify and secure approval of their immediate supervisor prior to performing such duty. The Steward receiving time off under this provision shall have his/her time recorded before he/she leaves the job. Upon entering the area of a supervisor other than his/her own, he/she shall notify that supervisor of his/her presence and purpose. Stewards will only be granted time off under this provision when they are requested by an employee in the bargaining unit to assist him/her in his/her grievance. Stewards may receive and discuss grievances of employees on the premises or in the field during working hours, but only to such extent as does not neglect, retard, or interfere with the work or duties of other employees, in the sole discretion of his/her supervisor. In such circumstances, Management will provide a time for the employee(s) to submit his/her grievance within the provisions of this Agreement. It is acknowledged that only one (1) Steward will work on specific grievances from an employee in the bargaining unit. A Union officer may substitute for a Union Steward for all purposes set forth in this paragraph.

7.4 Union Stewards must use their vacation leave or PTO to participate in any union sponsored training.

7.5 The City reserves the right to reopen this article if it determines that the privileges outlined herein are being abused. Such action is subject to the grievance procedure up to Step Three (3) and is not arbitrable.

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ARTICLE 8

BULLETIN BOARDS

8.1 The City will furnish wall space for the union's bulletin board which may be glass-encased and locked. The union is responsible for purchasing and maintaining the bulletin boards which shall not exceed 36 x 48 inches. This provision is limited to permanent facilities where bargaining unit members are assigned.

8.2 The use of union bulletin board space is limited to the following notices:

a. Recreation and social affairs of the union
b. Union meetings
c. Reports of union committees
d. Union benefits programs
e. Current union contract
f. Training and educational opportunities
g. Notice and announcements of internal elections
h. Other material pertaining to the welfare of union members, excluding election campaign materials of any kind

8.3 Union membership applications and return envelopes may be placed in a box attached to each bulletin board.

8.4 The union shall not post any material reflecting adversely on the City or any of its officers or employees. Additionally, the union shall not post any material violating or having the effect of violating any law, rule, or regulation. The City shall have the right to remove such material, at which time, the union will be notified. Such removal shall be subject to the grievance procedure contained in this agreement up to and including Step 3.

8.5 Notices posted must be dated and bear the name of the union's authorized representative.

8.6 The City may remove bulletin board privileges for repeat violations of these provisions and require that the bulletin boards be glass encased and locked, and furnish a bulletin board key to the administrative staff person of each department manager where each bulletin board is maintained. Removal of privileges shall be subject to the grievance procedures contained in this agreement up to and including step 3.

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ARTICLE 9

OVERTIME

9.1 Overtime Provisions - It is the general policy of the City of Ocala to not have employees work overtime. However, employees may be required to work overtime as deemed necessary and pre-authorized by the City Manager, a department director, or their designee.

a. Overtime is paid at the rate of one and one-half times the regular rate of pay.

b. Overtime is calculated based on actual time worked.

1) Time worked does not include vacation leave, sick leave, PTO, paid military leave, or compensatory time.

c. Overtime is payment received for time worked in excess of 40 hours per week for non-exempt employees.

d. Funding received per federal and state grants stipulated for time and a half compensation will be paid as such.

e. In situations where the City Council has declared a "Local State of Emergency," or in the event of a FEMA or other qualifying declared emergency, FLSA non-exempt employees whose work assists the response during the designated emergency will be paid time and a half for any emergency hours worked, starting at the time they arrive at the worksite. Compensatory time will not be accrued.

9.2 Compensatory Time Provisions - When it is in the best interest of the City of Ocala, the City reserves the right to grant compensatory time in lieu of overtime wages to FLSA non-exempt employees. Compensatory time must be pre-authorized by a department director, or their designee.

a. Compensatory time accrual and time worked calculations are the same as overtime provisions.

b. An employee with accrued compensatory time leave that requests use of the time will be permitted to use it within a reasonable period after making the request if it does not unduly disrupt the operations of the department.

c. The City may require an employee to use accrued compensatory time.

d. The maximum amount of compensatory time which may be accrued is 40 hours. After 40 hours have been accrued, compensatory time accrued will be deducted prior to any use of requested vacation leave.

e. The accrued compensatory time of an employee transferred between divisions or moving to FLSA exempt status shall be compensated prior to such action.

9.3 The City and the Union agree that this Article and all other pertinent Articles may be re-opened for negotiations, by either side, in the event of any Federal alteration of the Fair Labor Standards Act.

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ARTICLE 10
CALL - BACK PAY

10.1 At the discretion of any Department within the City, a Department-wide call back employee list may be prepared in advance and maintained by the Department head or designee. The City recognizes that there are varying shifts ranging from 8 hours to 12 hours; therefore, hours on call will be calculated in 8 hour blocks rounding up for any portion of an 8 hour block. Each bargaining unit employee on the call back list, other than employees of the police department covered by this Agreement, shall be compensated one half hour of straight time at his or her regular hourly rate for each eight hour block, or fraction thereof, that the employee is placed on call. The Department head or designee shall have the sole authority to determine the hours designated as the eight (8) hour call back block of time. The Department head or designee shall also have the sole authority to determine who among the bargaining unit employees, and how many employees, shall be placed on the on-call list.

a. For employees in the police department; each bargaining unit employee on the call back list shall be compensated one hour of straight time at his or her regular hourly rate for each eight hour block, or fraction thereof, that the employee is placed on call. The Department head or designee shall have the sole authority to determine the hours designated as the eight (8) hour call back block of time. The Department head or designee shall also have the sole authority to determine who among the bargaining unit employees, and how many employees, shall be placed on the on-call list.

10.2 Other than for employees of the police department covered by this agreement, an employee called back to work during the eight (8) hour call back time will be entitled to call back compensation for actual time worked. The minimum call back compensation shall be two hours at the overtime rate, beginning at the time the call is received by the employee. The two hours of call back time must be exhausted and the employee must have been relieved from duty and returned to their home before an additional two hours of call back time will be awarded.

a. For employees in the police department: each bargaining unit employee called back to work during the eight (8) hour call back time will be entitled to call back compensation for actual time

worked. The minimum call back compensation shall be three hours at the overtime rate. The three hours of call back time must be exhausted and the employee must have been relieved from duty and returned to their home before an additional three hours of call back time will be awarded.

10.4 Any employee on the call back list who is called back to work is expected to report to work within one (1) hour of receiving notification to report back to work, and must be in compliance with the City's alcohol and drug policy.

10.5 Employees not on the call back list may also be called back to work at the discretion of the Department head or designee, in which case the provisions of Section 10.2, or Section 10.2 (a) for employees of the police department covered by this Agreement shall apply.

CALL-IN PROVISIONS

10.6 If an employee is called in to work within an hour before their regular scheduled start time, the employee will receive one hour of overtime instead of two hours of call-back pay. Any time longer than one hour before their scheduled start time will be subject to the call-back provisions. Call-in does not apply to employees designated as on-call.

10.7 If an employee receives a work-related phone call that lasts 15 minutes or less, with no ongoing system monitoring, the employee will receive one hour of call-back pay.

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ARTICLE 11

EDUCATION BENEFITS

11.1 TUITION REIMBURSEMENT:

A. The City agrees to pay under guidelines herein; tuition, books, and lab fees for any employees who are taking job-related college or university courses or who are enrolled in a job-related degree or certificate programs, if funds are available in the adopted budget, providing courses have the Department Head or designee prior approval. In the event the City suspends the reimbursement program city wide, the bargaining unit members will be treated equally.

B. Full-time, regular employees who are taking job-related college, university, or trade school courses, or who are enrolled in a job-related degree or certificate program shall be reimbursed for such courses when financially feasible and when:

- Department Head or designee and the Assistant City Manager or designees have approved such courses in advance.
- They successfully complete the course with a minimum grade of "C" or a pass/fail grading system.
- They provide proof of payment within 60 days of course completion.

C. When these conditions are met, the City shall pay 100% of all out-of-pocket expenses incurred for tuition, registration, books and laboratory fees, excluding monies provided from other authorized sources such as Veteran's Administration benefits, up to $2,000 or any higher amount that is approved by City policy, per employee per calendar year. Employees who leave employment of the City of Ocala within one (1) year of receipt of reimbursed funds shall be required to repay said funds to the City, on a pro-rated basis, prior to receipt of their final paycheck.

11.2 The City may establish and develop an educational program for employees. The purpose of any City-sponsored and City-paid training will be to enhance proficiency, knowledge, skill, and safety, and to provide for promotional opportunities. Prior approval to attend such classes must be obtained from the Department Head or designee. Employees required to attend City-directed training shall be provided travel reimbursement, time off with pay, and applicable fees for the training event. In the event the City suspends the reimbursement program city wide, the bargaining unit members will be treated equally.

11.3 Employees who complete the Electric apprenticeship program are required to maintain employment with the City for a period of four (4) years upon completion, or be subject to a two (2) year non-compete provision for electric utility companies that abut the City's system). These employees will also be required to reimburse the City in the amount of $10,000 for the cost of their apprenticeship training if they terminate their employment prior to the end of the four (4) year period.

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ARTICLE 12

PROHIBITION OF STRIKES

12.1 "Strike" means the concerted failure to report for duty, the concerted absence of employees from their positions, the concerted stoppage of work, the concerted submission of resignations, the concerted abstinence, in whole or in part, of any group of employees from the full and faithful performance of their duties of employment with the City of Ocala, the employer, for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment or the rights, privileges or obligations of their employment or participating in a deliberate and concerted failure to report for work after the expiration of a collective bargaining agreement and picketing in furtherance of a work stoppage.

12.2 Employees covered by this Agreement, the Union, or its officers, agents and representatives, agree that Section 447.505 of the Florida Public Employees Collective Bargaining Statute prohibits them individually or collectively as public employees of the City of Ocala from participation in a strike against the City of Ocala, the employer, by instigating or supporting, in any manner, a strike.

12.3 Employees shall have the constitutional right to informative picketing according to law.

12.4 Any violation of this Article shall subject the violator(s) to disciplinary action up to including discharge.

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ARTICLE 13

SUSPENSION OF AGREEMENT

13.1 The City and the Union agree that in the event of a catastrophe or other dire state of emergency declared to exist by the nation, state, or municipal government, the provisions of this Agreement shall be suspended during the period of such state and the City takes exclusive control and direction of the employees for such period, with the exception of the monetary benefits of this contract and the grievance procedure.

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ARTICLE 14

UNION MEETINGS

14.1 Union votes, other than contract ratification votes, shall not be conducted at any City building.

14.2 On duty personnel shall not be allowed to attend Union meetings during their normal work hours.

14.3 There will be no relocation of equipment or personnel to facilitate the conducting of Union meetings or Union votes.

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ARTICLE 15

BEREAVEMENT/FUNERAL LEAVE

15.1 Bereavement/Funeral Leave - An employee may receive a maximum of 24 hours bereavement leave per occurrence to be charged to sick leave, PTO, or compensatory time following the death of a member of the employee's immediate family. Upon the employee's request, the department director may approve up to two (2) additional days of sick leave or PTO, depending upon the circumstances of each case.

a. Immediate family means the following relatives of the employee or spouse (including in-laws or step-relatives):

1) spouse,
2) parents,
3) siblings,
4) children,
5) all levels of grandparents, or
6) all levels of grandchildren.

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## ARTICLE 16

## WORKDAY, SHIFT SCHEDULES, AND WORK PERIODS

16.1 Bargaining unit employees shall be assigned a work shift of 8, 10 or 12 hours, depending upon operational needs of each Department. Employees shall be given a minimum of forty-eight hours notice, whenever possible, of any change in their regular shift assignment. If employees are not given forty-eight hours notice of a change in their regular shift assignment, any hours assigned and worked in addition to their regular shift assignment will be paid at the overtime rate.

16.2 The normal workweek for bargaining unit employees shall consist of forty (40) hours; provided, however, that nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours to be worked per day, days per week or any other period of time.

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ARTICLE 17

WORKING OUT OF CLASSIFICATION

17.1 When assuming the role and responsibilities of a higher classification due to a temporary vacancy for a period of 40 hours or more in a pay period, an employee shall be compensated at the minimum of the higher classification or 6%, whichever is greater.

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ARTICLE 18

LAYOFF AND RECALL

18.1 No bargaining unit employee with regular (non-probationary) status in an affected class shall be subject to layoff while an employee on probationary status is serving in that class.

18.2 In the event of a reduction in force, the City will consider a number of relevant factors in determining selections for layoff, with the public interest being of primary importance. Factors to be considered include:

a. Training, experience and position, including certifications
b. Employee's overall performance and disciplinary record
c. Seniority

18.3 As between two employees, if one and two above are relatively equal, then seniority shall prevail.

18.4 Bargaining unit employees who are laid off shall be placed in reserve status for a period not to exceed nine (9) months. During that nine (9) month period, no new bargaining unit employees will be hired by the City until all laid off reserve members of the bargaining unit who are qualified to return to work are offered recall; provided, however, that after nine (9) months of layoff, an employee's re-employment rights under this agreement shall cease.

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ARTICLE 19

PAID TIME OFF

Paid Time Off (PTO) combines vacation and sick leave into a single bank of leave days. Any leave time previously taken from vacation and/or sick time will be taken from the PTO accrual. For employees who elect to participate in the PTO program, the following will apply:

Full-time/Regular employees shall earn Paid Time Off on a biweekly basis in accordance with the following schedule:

| Year of Service | PTO Hours Earned Annually | PTO Hours Earned Bi-Weekly | Maximum Carry forward | Maximum Payout |
|---|---|---|---|---|
| **40-Hour Week Employee hired prior to Implementation** | | | | |
| Up to 5 yrs | 144 | 5.538 | 144 | 80 |
| >than 5 to 6 yrs | 144 | 5.538 | 240 | 200 |
| >than 6 yrs, <than 10 yrs | 184 | 7.077 | 320 | 300 |
| >than 10 yrs, <than 15 yrs | 204 | 7.846 | 400 | 350 |
| >than 15 yrs | 224 | 8.615 | 480 | 400 |
| **40-Hour Week Employee hired on or after Implementation** | | | | |
| Up to 5 yrs | 128 | 4.92 | 128 | 80 |
| >than 5 to 6 yrs | 128 | 4.92 | 176 | 120 |
| >than 6 yrs, <than 10 yrs | 168 | 6.46 | 256 | 200 |
| >than 10 yrs, <than 15 yrs | 188 | 7.231 | 336 | 250 |
| >than 15 yrs | 208 | 8 | 416 | 300 |

a. Seasonal and other part-time employees are not eligible to earn Paid Time Off.

b. The City Manager or designee has discretion to carry forward PTO time up to 60 days into the next calendar year in the event time off is cancelled

due to an unplanned significant event as declared by the City (e.g. disasters, hurricanes, etc.)

c. Employees who have a combined total that exceeds the maximum accruals indicated above are encouraged and will be given the opportunity to utilize the time to get the balance down to become in compliance with the maximum carry forward. The excess PTO balance at the time of conversion will be tracked as a separate accrual balance.

d. Extended Leave Bank (ELB) - To provide additional security, an Extended Leave Bank (ELB), consisting of the remaining 40% of sick leave and any accrued sick leave in excess of 720 hours will be established for each employee. The ELB shall continue to accrue 1.54 hours of ELB time per pay period with no maximum accrual level. At the end of the calendar year, hours that exceed the maximum carry forward for PTO, shall be transferred to the ELB. The ELB has no cash value and there shall be no payout of ELB time upon termination of employment.

e. In order to utilize time from the ELB, the employee must have an approved FMLA qualifying event. In addition, the employee must first use 40 consecutive hours of regular PTO for each period of absence from work before he or she can begin to utilize the ELB time bank. Employees who have an FMLA qualifying event that will require them to have multiple medical procedures spread out over a specified time frame will only have to utilize 40 hours of regular PTO once before utilizing the ELB, regardless of the number of days or weeks between medical procedures. The 40 hour regular PTO requirement will reset every calendar year.

f. Leave Requests - Scheduled PTO Leave must be requested and approved by the department head or designee in accordance with the notification required by the respective department. Length of leave periods must be approved by the department head in keeping with the needs of the City. Every effort should be made to schedule PTO leave. Employees must provide notification of unscheduled absences in accordance with departmental policies.

g. Separation Pay - PTO balances shall be paid at the current rate of pay up to the maximum allowed.

h. Employees terminating from the City without giving a two-week notice shall not be entitled to payment for banked paid time off.

i. Employees terminated for cause from the City shall be entitled to eighty percent (80%) of banked paid time off.

j. In case of death of an employee, payments shall be made to the employee's beneficiary, estate or as provided by law at the current rate of pay.

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ARTICLE 20

SICK LEAVE AND FAMILY AND MEDICAL LEAVE

20.1 Sick Leave - *This article only applies to employees who opted to remain in the traditional vacation and sick leave program.* Sick leave time off with pay is available to eligible employees for periods of temporary absence due to illness, injury, or to obtain necessary medical care for themselves, or their immediate family as defined as the employee's parents, spouse, children, in-laws, all levels of grandparents and all levels of grandchildren and stepchildren. Note: Under certain conditions, the non-biological, non-adoptive person who reared the employee may qualify as a "parent". Sick leave hours are intended primarily to provide income protection in the event of illness or injury, and shall not be used for any other absence. An employee is prohibited from working secondary employment during the actual hours of sick leave. Sick leave is not counted as time worked.

a. Full-time/Regular employees shall accrue 3.69 hours of sick leave per pay period, until a maximum of 720 hours have been reached. Sick leave accruals may not exceed 720 hours. Employees who have accrued sick leave hours in excess of 720 hours will be reduced to the maximum of 720 hours upon implementation of these revised policies and procedures.

b. Other employees shall not be eligible for sick leave.

c. Employees who are unable to report to work due to illness or injury shall notify their direct supervisor before the scheduled start of their workday, if possible. The direct supervisor must also be contacted on each additional day of absence.

d. Employees unable to fulfill normal work assignments due to illness or injury may or may not be allowed transitional duty assignments depending on availability. Transitional duty is normally limited to employees with a prognosis for return to full duty and for no more than six weeks. All transitional duty assignments will be coordinated with the Human Resources/Risk Management Department.

e. Upon meeting the eligibility requirements for City retirement, an employee would be entitled to the following sick leave payout:

| Years of Service | Accrued Sick Leave Entitlement (based on a maximum of 720 hours) |
|---|---|
| 25 or more | 60% |
| 20 to 24 | 45% |
| 15 to 19 | 40% |
| 10 to 14 | 35% |
| Less than 10 | 25% |

Employees who buy back service time in accordance with the pension ordinance do not receive credit for additional years of service for the accrued sick leave entitlement.

20.2 Family and Medical Leave

Eligible employees may take up to 12 workweeks of paid, unpaid, or a combination of paid and unpaid job-protected leave each year for specified family and medical reasons.

The National Defense Authorization Act for FY 2010 expands the Family and Medical Leave Act of 1993 requirements with respect to qualifying exigency leave for family of military members and military caregiver leave. Military caregiver leave permits a spouse, son, daughter, parent, or next of kin to take up to 26 workweeks of leave to care for a member of the Armed Forces, including a member of the National Guard or Reserves, or a veteran who did not receive a dishonorable discharge, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness. Qualifying exigency leave provides for up to 12 weeks of unpaid FMLA leave for spouses, parents, and children of any member of the armed forces who is either serving in a foreign country on active duty or is called to service in a foreign country. Qualifying exigency leave is available for short-notice deployment, military events and related activities, child care and school activities, financial and legal arrangements, counseling, rest and recuperation, and post-deployment activities. The provisions of this act will be administered in accordance with the Department of Labor guidelines.

a. Employee Eligibility: To be eligible for family and medical leave, the employee must meet both of the following conditions:

    1. Employee must have worked at least 12 months for the City.
    2. The employee must have worked at least 1,250 hours over the previous 12 months.

b. Type of Covered Leave: To qualify for FMLA leave, the eligible employee must take the leave for one or more of the following reasons:

1. The birth of a child and the care of a newborn child, or placement of a child with the employee for adoption or foster care.

2. To care for the serious health condition of the employee's spouse, parent (not parent-in-law), child under 18 years old, or a child over 18 years old who is incapable of self-care because of a mental or physical disability. Note: Under certain conditions, the non-biological, non-adoptive person who reared the employee may qualify as a "parent". Consult with Human Resources/Risk Management if you have questions.

3. Because of the employee's serious health condition which makes the employee unable to perform the essential functions of the job.

c. Serious Health Condition: The law defines "serious health condition" as an illness, injury, impairment, or physical or mental condition which involves any of the following:

1. An overnight stay for inpatient treatment in a hospital, hospice, or residential medical care facility.

2. A period of incapacity requiring absence from work, school, or other regular daily activities of more than three calendar days and that also involves continuing treatment by or under the supervision of a health care provider.

3. Continuing care by or under the supervision of a health care provider for prenatal care or a chronic or long-term health condition which is incurable or so serious that, if not treated, would result in a period of incapacity of more than three (3) calendar days.

4. Employees with questions about what illnesses are covered under this FMLA policy should consult with the Human Resources/Risk Management Department.

d. Duration of Leave: Eligible employees may receive up to 12 or 26 workweeks of leave during any "rolling" 12 month period (depending

on the type of leave taken), measured backward from the date of any family or medical leave. Family and medical leave involving the birth or placement of a child for adoption or foster care must be concluded within 12 months of the birth or placement.

e. Eligible employees may take family and medical leave intermittently – which means taking leave in blocks of time, or by reducing the normal weekly or daily work schedule – whenever it is medically necessary to care for a seriously ill family member, or because the employee is seriously ill and unable to work. Intermittent leave is not normally permitted for the birth of a child or placement of a child for adoption or foster care.

f. Use of Paid and Unpaid Leave: Eligible employees must exhaust all available paid leave (accrued vacation, compensatory leave, sick leave, PTO, or holiday leave) before going on a leave without pay status. Supervisors will be responsible for submitting the employee timecard to payroll and the Human Resources/Risk Management Department while an employee is on FMLA leave. Paid and unpaid leave will be counted against the eligible 12 or 26 weeks of FMLA leave.

g. Maintenance of Health Benefits: The City will maintain coverage for the employee and (if applicable) the employee's family under the group health plan during family and medical leave. This coverage will be provided if the employee or the employee's family were covered under the plan at the time the leave was taken and on the same terms as if the employee had continued to work. Employees must make arrangements with the Human Resources/Risk Management Department to pay the family health plan premiums while on unpaid FMLA leave.

h. If paid leave is being utilized, the City will automatically deduct the existing dependent health plan premium and all other optional and mandatory deductions unless the employee makes other arrangements with the Human Resources/Risk Management Department.

i. The City will also continue paying 100% of the employee's basic life and accidental death and disability insurance.

j. If the employee chooses not to return to work for reasons other than a continued serious health condition, the employee will be required to reimburse the City the amount it incurred for the employee's health insurance premium during the leave period, whether the leave was paid or unpaid.

k. Job Restoration: Upon returning from a family and medical leave, the employee will normally be restored to the original job, or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions.

l. Use of family and medical leave will not result in the loss of any employment benefit that the employee earned or was entitled to before using family and medical leave.

m. Notice and Medical Certification: When seeking FMLA leave, the employee will be required to provide thirty (30) working days' advance notice of the need to take the leave, if the need is foreseeable.

n. When seeking FMLA leave, the employee will be required to provide medical certifications to the Human Resources & Risk Management Department supporting the need for leave due to a serious health condition affecting the employee or an immediate family member. Second or third medical opinions (at the City's expense) and periodic re-certifications may also be required.

o. When seeking FMLA leave, the employee may be required to provide:

    1. Periodic reports by phone or in person during the leave regarding status and intent to return to work.

    2. Medical certification of fitness for duty before returning to work, if the leave was due to the employee's health condition. Certification is to be given to the Human Resources/Risk Management Department.

    3. When leave is needed to care for an immediate family member or for the employee's own illness, and is for planned medical treatment, the employee must try to schedule treatment so that it will not unduly disrupt the City's operations.

p. Outside Employment: Employees who wish to obtain new outside employment or retain presently approved outside employment while on FMLA leave must submit the standard "Request for Outside Employment" form to their immediate supervisor for consideration.

q. Long-Term Disability (optional coverage): In the event an employee is on FMLA leave due to that employee's own serious health condition, that employee may become eligible for LTD. In this instance, it is the

employee's responsibility to file a claim under the LTD procedures with Human Resources/Risk Management.

r. Additional Information: If an employee fails to provide 30 days' notice for a foreseeable leave with no reasonable explanation for the delay, the leave request may be denied until at least 30 days from the date the City received notice.

s. If a husband and wife both work for the City, they are entitled to a combined total of 12 workweeks of FMLA leave for the birth of a child, the adoption of a child or placement of a child in foster care.

t. To qualify for pre-childbirth FMLA leave, the eligible employee must provide written medical certification issued by a licensed physician to the Human Resources/Risk Management Department supporting the need for leave due to a serious health condition affecting the mother or the unborn child.

u. Employees who fraudulently obtain FMLA leave are not entitled to job restoration or maintenance of employee benefits.

v. The City will comply with the requirements of federal law governing FMLA leave. The City does not intend to provide any type of FMLA beyond the minimum federal law requirements, except to the extent that state laws and other policies apply. The City has the right to reject any FMLA leave (and maintenance of employee benefits) that does not meet the minimum federal law requirements. This rejection may take place at any time, even if the City previously granted the FMLA leave or maintained employee benefits.

w. FMLA/Worker's Compensation - Employees who lose time from work for a work-related injury or illness that constitutes a serious health condition will be placed on Family and Medical Leave, if eligible.

ARTICLE 21

GRIEVANCE PROCEDURE

21.1 General Policy - A "grievance" shall mean a claim or dispute by an employee with respect to the interpretation, meaning or application of the provisions of this agreement. It is the policy of the City of Ocala to afford all employees a means of obtaining further consideration of problems when they remain unresolved at the supervisory level, and to establish policies and procedures that provide for timely resolution of grievances. Strict adherence to the procedures outlined below is mandatory for all concerned, except that time limits may be extended for good cause unless other procedures are provided by Federal or state law regulations.

21.2 Grievance Process - The following process shall be followed in processing grievances made by City employees, other than those members of the bargaining unit who work at the City's Police Department:

a. Step One - An employee wishing to grieve an incident or action meeting the definition above must submit the grievance in writing to his/her immediate supervisor within 10 business days of a decision or action. The written grievance should include at a minimum, the date, and description of the decision or action in question. The employee's immediate supervisor shall respond to the employee's grievance in writing, detailing his/her decision, within 10 business days of receipt of the grievance.

b. Step Two - If the employee is not satisfied with the response of the immediate supervisor, the employee may submit a written grievance to their department director within 10 business days of the immediate supervisor's response. The department director shall respond to the employee's grievance in writing, detailing his/her decision, within 10 business days of receipt of the grievance.

c. Step Three - If the employee is not satisfied with the response of the department director, the employee may submit a written request to the city manager's office within 10 business days of receipt of the department director's response. The city manager's office shall respond to the employee's grievance in writing, detailing his/her decision, within 10 business days of receipt of the grievance.

21.3 Documentation - Management shall forward copies of all grievances and responses to Human Resources/Risk Management for filing upon receipt or issuance.

21.4 Any grievance not answered by Management within the time limits provided above automatically advances to the next higher step of the grievance procedure.

21.5 STEP 4: If a grievance, as defined above, has not been satisfactorily resolved, the Union may request arbitration, in writing, to the Office of the City Manager, no later than ten (10) business days after the City Manager's response is due per Step 3.

(a) If no such written demand is presented within the aforementioned ten (10) business days, the grievance shall be considered to be terminated and barred.

(b) Said written demand for arbitration shall set forth the issue(s) in dispute and the specific provision(s) of this Agreement alleged to have been violated.

(c) The City shall present its answer, in writing, to the Union within ten (10) business days after receiving the demand for arbitration.

(d) Said answer shall set forth the City's position and any additional provision(s) of this Agreement which it feels related to the issue(s).

(e) The arbitration shall be based on the aforesaid written demand and the answer shall be strictly limited thereto.

(f) If the City and the Union fail to agree upon and select an impartial umpire within ten (10) business days after the issue(s) for arbitration are formed, either party may request (and must notify the other party in writing) the Federal Mediation and Conciliation Service to name seven (7) persons who shall be affiliated with neither the City nor the Union, nor be employees of any Federal or State Agency, to serve as impartial umpire.

(g) The City and the Union shall each alternately strike three of the persons so named and the seventh or remaining person so named shall be the impartial umpire. A flip of the coin shall determine who strikes the first name.

(h) Either party has the right to reject, entirely, the first panel provided by the Federal Mediation and Conciliation Service.

(i) An impartial umpire may hear and decide only one grievance unless otherwise agreed to by written agreement of the parties.

(j) Both parties shall be given ample notice of the time and place of all hearings before the impartial umpire and shall be afforded ample opportunity to present to the impartial umpire evidence and contentions pertinent to the question(s) at issue, but no evidence shall be presented to, and no contention shall be before the impartial umpire, which is not pertinent to the question(s) at issue, and which was not raised in the aforesaid demand and answer.

(k) Under no circumstances shall the impartial umpire render any decision which extends, modifies, suspends, alters, adds to or amends this Agreement, or otherwise covers matters not already covered by a specific provision of this Agreement in light of the internal customs and past practices of this specific bargaining unit only.

(l) The arbitrator may not issue declamatory or advisory opinions and shall confine himself/herself exclusively to the grievance presented to him/her, which grievance must be actual and existing at the commencement of the arbitration hearing.

(m) The decision of the impartial umpire, on any issues before him/her in accordance with the provisions of this Agreement, shall be rendered within thirty (30) business days of the post-hearing brief, if submitted with the impartial umpire. The decision of the impartial umpire shall be final and binding upon the parties hereto.

(n) The decision of the impartial umpire shall be final and binding upon the parties hereto.

(o) In the event of failure to pursue such legal remedy within thirty (30) business days, the decision of the impartial umpire shall be final and binding.

(p) The fees and expenses of the impartial umpire, including the cost of transcripts, shall be paid be equally split by the parties.

(q) Each party shall bear the expense of its own witnesses and representatives.

(r) Notwithstanding the above, employees shall have the option of utilizing City Employee Handbook Grievance Procedure or in the case of Police Department employees, Police Departmental Directive 3.05, or this grievance and arbitration procedure, but no employee shall be allowed to use both.

(s) The limits contained in this Article may be extended by mutual agreement, in writing.

(t) Any grievance or claim not submitted according to the foregoing procedures shall be foreclosed for all contractual and legal purposes.

21.6 The following process shall be followed in processing grievances made by those members of the bargaining unit who work at the City's Police Department:

(a) Step One - A Police Department employee wishing to grieve an incident or action meeting the definition in this Article must submit the grievance in writing to his/her immediate supervisor with ten (10) business days of a decision or action. The written grievance should include at a minimum, the date, and description of the decision or action in question. The employee's immediate supervisor shall respond to the employee's grievance in writing, detailing his/her decision, within ten (10) business days of receipt of the grievance.

(b) Step Two - If the Police Department employee is not satisfied with the response of the Immediate Supervisor, the employee may submit a written request to the employee's Division Supervisor within ten (10) business days of receipt of the Immediate Supervisor's response. The Division Supervisor shall respond to the employee's grievance in writing, detailing his/her decision, within ten (10) business days of receipt of the grievance.

(c) Step Three - If the Police Department employee is not satisfied with the response of the Division Supervisor, the employee may submit a written request to the Deputy Chief within ten (10) business days of receipt of the Division Supervisor's response. The Deputy Chief shall respond to the employee's grievance in writing, detailing his/her decision, within ten (10) business days of receipt of the grievance.

(d) Step Four - If the Police Department employee is not satisfied with the response of the Deputy Chief, the employee may submit a written request to the Chief of Police within ten (10) business days of receipt of the Deputy Chief's response. The Chief of Police shall respond to the

employee's grievance in writing, detailing his/her decision, within ten (10) business days of receipt of the grievance.

(e) Step Five - If the employee is not satisfied with the response of the Chief of Police, the Union may request arbitration no later than ten (10) business days after receipt of the Chief of Polices' decision at Step Four. If arbitration is requested, the provisions of Section 21.5 (a) through (t) of this Article shall apply.

21.7 Documentation - Management shall forward copies of all grievances and responses to Human Resources/Risk Management for filing upon receipt or issuance.

21.8 Any grievance not answered by Management within the time limits provided above automatically advances to the next higher step of the grievance procedure.

ARTICLE 22

PAYROLL DEDUCTION OF DUES

22.1 The City agrees to deduct Union dues biweekly, in an amount to be certified as correct by the Union Secretary/Treasurer, from the pay of those Union members who individually request in writing that such deduction be made. The City agrees to deduct biweekly IBEW PAC dues upon receipt of a voluntary written and signed authorization from the employee. The total amount shall be remitted by the City to Local 1205 no later than the 14th calendar day after the preceding work month of which these actual amounts have been withheld. The Union will notify the Employer in writing thirty (30) days prior to any change in the regular dues structure.

22.2 The Union agrees to indemnify, save and hold harmless the City from any and all suits, claims, and judgments arising out of the City's compliance with the terms of this Article.

22.3 Authorization is revocable at the employee's will upon thirty (30) days written notice by the employee to the City and the Union.

22.4 Once an employee has voluntarily revoked payroll deduction of dues in accordance with this Article, no further payroll deduction of dues is authorized for a minimum of thirty (30) days.

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ARTICLE 23

WAGES

23.1 Effective upon ratification, bargaining unit members shall receive one-half of the resulting pay adjustment from the City pay study, as reflected in Appendix D.

23.2 Effective October 1, 2016, bargaining unit members will receive the remaining one-half of the pay adjustment from the City pay study.

23.3 Effective October 1, 2016, bargaining unit members, with the exception of Water and Sewer Plant operators, Journeymen, Senior Relay Technician, Senior Substation Electrician, Line Tech I, Line Tech II, and Line Crew Foreman, who did not receive $500 or more in the pay study adjustments will float with the City general employees for a wage increase.

a) Water and Sewer Plant Operators will receive 3% to their base pay.
b) Journeymen, Senior Relay Technician and Senior Substation Electrician will receive a 3% adjustment to their pay range maximum. Affected employees who are currently topped out will be moved to the new range maximum.
c) The current Line Technician I classification is to be eliminated and current Line Technician I's will be moved to the grade level of the Line Technician II, and will be reclassified as Troubleman
d) The current Line Technician II classification will be reclassified as Working Foreman (Electric). Employees currently classified as Line Technician II will receive a 1% adjustment to their pay range maximum. Affected employees who are currently topped out will be moved to the new range maximum.
e) Employees currently classified as Line Crew Foreman will receive a 1% lump sum payment that will not be added to their base pay.

23.4 Effective October 1, 2017, bargaining unit members, with the exception of Journeymen, Senior Relay Technician, Senior Substation Electrician, Troubleman, Working Foreman (Electric), and Line Crew Foreman will float with the City general employees for a wage increase.

a) Journeymen, Senior Relay Technician, Senior Substation Electrician, Troubleman, Working Foreman (Electric), and Line Crew Foreman will receive a 3% adjustment to their pay range maximum. Affected employees who are currently topped out will be moved to the new range maximum.
b) Water and Sewer Plant Operators will be evaluated for implementation of a pay progression system.

23.5 All future increases, if any, will be subject to negotiations by both parties.

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ARTICLE 24

VACATION BENEFITS

24.1 *This article only applies to employees who opted to remain in the traditional vacation and sick leave program.* The City and the Union agree that all members covered by this agreement shall accrue leave based on their date of employment and shall be limited to the following schedule:

24.2 Vacation Leave - Vacation time off with pay is available to eligible employees to provide opportunities for rest, relaxation, and personal pursuits.

a. Full-time/Regular employees shall accrue annual vacation leave in accordance with the following:

| Years of Consecutive City Service | Hours of Vacation Accrued per Bi-weekly Pay Period/Annually |
|---|---|
| Less than 6 yrs. | 3.08 hours per pay period / 80 hours |
| More than 6 yrs Less than 10 yrs | 4.62 hours per pay period / 120 hours |
| More than 10 yrs Less than 15 yrs | 5.38 hours per pay period / 140 hours |
| More than 15 yrs | 6.15 hours per pay period / 160 hours |

b. Vacation time accrued cannot be carried forward from one calendar year to the next in excess of the following:

Full-time/Regular employees:

| Accrual Rate | Maximum Allowed |
|---|---|
| 3.08 hrs/pay period | 80 hours |
| 4.62 hrs/pay period | 120 hours |
| 5.38 hrs/pay period | 140 hours |
| 6.15 hrs/pay period | 160 hours |

24.3 Other employees shall not be eligible for annual vacation leave.

24.4 Vacation leave shall be requested on a leave request form and pre-approved by the employee's supervisor.

24.5 Upon termination of employment, employees will be paid for 100% of their accrued vacation time.

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ARTICLE 25

HOLIDAYS

25.1 The City and the Union agree that the following days shall be observed as legal holidays:

| | |
|---|---|
| New Year's Day | January 1st |
| Dr. Martin Luther King, Jr. Day | 3rd Monday in January |
| Memorial Day | Last Monday in May |
| Independence Day | July 4th |
| Labor Day | 1st Monday in September |
| Veterans' Day | November 11th |
| Thanksgiving Day | 4th Thursday in November |
| Thanksgiving Day (day after) | 4th Friday in November |
| Christmas Eve | December 24th |
| Christmas Day | December 25th* |

(*subject to be switched to the 26th depending how the holiday falls)

Floating Holiday — As approved by Dept. Head

a. If the holiday falls on a Saturday, the holiday shall be observed on the preceding Friday. If the holiday falls on a Sunday, the holiday shall be observed on the following Monday or as designated by the city manager. Employees who are required to work on the actual holiday will receive holiday pay on the actual holiday or be allowed to use accrued holiday hours on a floating basis. Holiday leave used on a floating basis shall be requested and pre-approved by the employee's supervisor.

b. Full-time/Regular employees are eligible for their regularly scheduled work shift hours of holiday pay per holiday listed above.

c. Employees are not eligible for holiday pay when in an unpaid leave status, either before or after a holiday, including but not limited to unpaid leaves of absences or unpaid suspensions.

d. Unused holiday hours may not be carried from one calendar year to another unless approved by the City Manager; however, they must be used by the end of January of the ensuing calendar year.

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ARTICLE 26

PENSION

26.1 For the duration of this Agreement, bargaining unit employees' pension benefits shall be governed by and consistent with the City of Ocala Ordinance 5988, as amended by Ocala Ordinance 2013-48, 2014-42, and 2016-22.

26.2 The parties agree to begin negotiations on pension in January 2017.

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ARTICLE 27

INSURANCE BENEFITS

27.1 The City and Union agree that insurance benefits, as may be changed from time to time, shall coincide with the insurance benefits provided for all other employees.

27.2 Further, the City and Union agree that this Article may be reopened for negotiations in the event the City should desire to modify coverage which would, in any manner, result in a material reduction or diminution of coverage.

27.3 Any increase in healthcare costs will be applied consistently with the application for all City employees.

27.4 The City and Union agree that one union-appointed representative will be allowed on the Insurance Review Committee. The Union understands that the Insurance Review Committee is not a standing committee, and that it will convene on an as-needed basis.

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ARTICLE 28

HEALTH AND SAFETY

28.1 The City agrees that it will conform to and comply with health and safety regulations as required by federal, state, and local law. The City and Union will cooperate in the continuing objective of eliminating health and safety hazards.

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ARTICLE 29

SUBSTANCE ABUSE POLICY

29.1 The City of Ocala recognizes its responsibility to provide a safe and healthy working environment for all employees and our obligation to the citizenry to hire and offer continued employment only to those individuals who are and who remain drug-free. For these reasons, all employees must report to work completely free from the presence of drugs and the effects of alcohol.

29.2 Drug-Free Awareness Program

During new hire orientation, all new employees will receive training about the dangers of drug and alcohol abuse, a copy of this policy, and information and a brochure about the City's Employee Assistance Program.

29.3 Employee Responsibilities:

a. No employee shall unlawfully manufacture, possess, use, or distribute any controlled substance or alcohol in a City workplace.
b. Any employee convicted under any criminal drug statute shall notify their supervisor and department director within five days after the conviction.
c. No employee shall consume alcoholic beverages for eight (8) hours before work, during work hours, or during breaks or meal periods.
d. No employee shall be impaired by alcohol, medication, or illegal drugs, or have any detectable trace amount of illegal drugs or a blood-alcohol level of .02 or higher in their system during work hours, or while representing the City of Ocala in an official capacity.

29.4 Additional Responsibilities of "Safety Sensitive" Employees

a. For purposes of this policy, the City designated safety sensitive positions are:

Job required CDL holders (consistent with the provisions of 4-03 (11)

29.5 Employees will report, to their immediate or other chain-of-command supervisor, the use of any medication that could reasonably be expected to impair their ability to perform their duties, prior to, or upon reporting for duty.

29.6 Any employee who is required to drive a personal or City vehicle in the performance of their job duties who is cited, arrested, or charged with any criminal drug or alcohol related offense shall notify their department director within 24 hours.

29.7 Drug/Alcohol Testing Policy

a. All employees and prospective employees are required to participate in testing for the presence of drugs or alcohol, according to the provisions set forth below, as a condition of hire or continued employment. Failing or refusing to take a test or a confirmed, positive drug and/or alcohol test result, shall be deemed a violation of this policy.

29.8 Pre-Employment Testing

a. All prospective employees and designated prospective volunteers shall be tested for drug or alcohol usage.

b. All job applicants shall be informed of the policy at the pre-employment interviews. A copy of this policy shall be available for their review.

c. All applicants shall be required, prior to being hired or volunteering for the City, to sign an acknowledgment form agreeing to abide by the terms of this policy.

e. The City will exclude from employment any job applicant who refuses to abide by the terms of this policy.

f. Any applicant with a confirmed positive drug test may not reapply for employment with the City for one (1) year from the date of such result.

29.9 Reasonable Suspicion (For Cause) Testing

a. An employee may be required to submit to a drug test when reasonable suspicion arises and the employee's supervisor, manager, or department director and a City designee concur that reasonable suspicion exists.
b. The City designees are: Human Resources and Risk Management Director or designee.
c. Once the authorized supervisors have determined that reasonable suspicion exists, testing shall be done as soon as practical.

d. The employee shall be driven to the facility by the supervisor or his or her designee.

1) The employee may be placed on paid administrative leave until the results of the test are available if deemed in the best interest of the City.

2) The supervisor shall make arrangements or help the employee make arrangements to get home without driving him or herself.

29.10 Rehabilitation Testing

a. If the City returns an employee to work after he or she has enrolled in a rehabilitation program for drug or alcohol abuse and has successfully completed the rehabilitation program, such employee may be entered into a program of unannounced drug and alcohol testing for a predetermined period of time at the sole discretion of the City.

29.11 Post-Accident Testing

a. Post-accident testing will be conducted on employees involved in the following incidents:

1) Treatment for a worker's compensation injury at a medical facility (either out-patient or in-patient); or
2) A traffic accident involving bodily injury to any party, a collision with any pedestrian or person on a non-motorized device, or a police estimate of total property damage of $1,000.00 or more; or
3) Any event or incident estimated by the employee's supervisor to involve property loss or damage of $1,000.00 or more.

b. Such testing will occur as soon as practical after the accident.

c. The employee's immediate supervisor and the Human Resources/Risk Management Director shall be notified of all such incidents.

29.12 Random Testing

For purposes of maintaining safety and as a deterrent to drug and alcohol abuse, safety sensitive employees are subject to random drug and alcohol testing.

29.13 Testing Protocols

a. Any drug or alcohol testing shall occur during or immediately after the regular work period of current employees, and shall be deemed time worked for purposes of compensation and benefits for current employees.

b. The City shall pay all costs of testing and transportation associated with a test required by the City.

c. The information received from drug testing shall be the property of the City.

d. Upon City receipt of the test results, Human Resources/Risk Management shall, as soon as practical, notify the person tested, by telephone or in writing, of the test results.

e. If the test results are positive, the person tested will be advised of the option to have the split sample tested, the expense to be equally divided between the donor and the City. The option must be exercised within 72 hours of the notification to the employee.

29.14 Employee's Required to Hold a Commercial Driver's License (CDL)

a. Those employees required by their employment at the City of Ocala to hold a CDL shall be tested as required by federal and/or state law.

b. Prior to requiring any drug or alcohol testing of a CDL holder employee, the supervisor will determine whether the testing is authorized under this policy or under the City's Drug/Alcohol Policy. CDL testing involves a different panel of drug and alcohol tests and requirements.

c. All testing under CDL requirements will be preceded by specific notification by the supervisor to the employee that the test is being ordered as a CDL requirement.

d. CDL post-accident testing is only conducted if the employee, during the drug testing window, is cited for a contributory moving violation or if another person is a fatality. All other post-accident testing will be done under the City's drug/alcohol testing policy.

e. Any reasonable suspicion testing decision must be made by an officially trained supervisor. A City designee must concur.

f. Random drug testing is conducted just before, during, or just after performance of CDL duties.

g. Rehabilitation testing, if offered by the City, shall meet CDL requirements.

29.15 Disciplinary Action

Because of the serious nature of illegal use or abuse of alcohol, illegal drugs, or medication, appropriate employee disciplinary action will be taken, which may include termination. The City, at its discretion in a disciplinary action, may require an employee to participate in a rehabilitation program and mandatory drug and/or alcohol testing, at the employee's expense, as a condition of continuing employment. Employees who receive a positive screening for drugs and/or alcohol will receive, at a minimum, a three-day unpaid suspension. Employees will be allowed to use accrued vacation time or PTO, after the suspension, until such time as they are approved to return to work.

29.16 Voluntary Substance Abuse Counseling & Rehabilitation

a. The City of Ocala encourages employees who have a determined need, to enroll in a counseling or rehabilitation program.

b. The employee shall immediately contact their supervisor and Human Resources/Risk Management to coordinate leave status and benefits.

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ARTICLE 30

WORKERS' COMPENSATION

Bargaining unit employees injured during the course of the performance of their job duties shall be entitled to workers' compensation benefits pursuant to Section 440, Florida Statutes and the City's workers' compensation policies and procedures.

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ARTICLE 31

TOBACCO-FREE WORKPLACE

31.1 General Policy - The City of Ocala is subject to and enforces the Florida Indoor Clean Air Act and is committed to providing a safe and healthful work environment.

31.2 Employee Responsibility - All employees are prohibited from using tobacco or "vaping" throughout the workplace, including all City buildings, vehicles, and equipment. Smoking and/or vaping is also prohibited within 25 feet of any entrance-way, exit, open window, or air intake of City buildings.

31.3 Areas designated for smoking and/or vaping may change from time to time to meet the needs of the City and desires of its employees and the public. In the event there is a conflict about the establishment of a smoking and/or vaping area, the right of the nonsmokers to breathe clean air free from harmful smoke shall supersede the right to smoke.

31.4 Smoke/Vaping breaks are to be confined to the affected employees lunch period or rest break.

31.5 The effectiveness of this policy shall depend largely on the understanding and willingness of all employees to abide by its provisions and to request others to do so. Smokers must consider the health concerns and comforts of their nonsmoking co-workers and nonsmokers must consider the freedom of choice of the smoker. It shall be the responsibility of each employee to abide by the rules and regulations contained in this policy, and it shall be the responsibility of the affected Department Head to see that the policy is applied in an equitable manner and adhered to by all employees.

31.6 Complaints of violation of the policy should be directed to the Department Head responsible for the particular work area or facility involved in the complaint. The Department Head shall be responsible for notifying the violator of the pertinent portions of this policy. Failure to comply with the policy after proper notification shall initiate the City's discipline procedures.

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ARTICLE 32

AMENDMENTS

32.1 This Agreement, upon ratification, supersedes and cancels all prior agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

32.2 The parties acknowledge that, during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

32.3 The City and the Union, during the term of this Agreement, voluntarily and unqualifiedly waive the right, and agree that the other shall not be obligated, to bargain collectively with respect to any subject or matter whether or not referred to or covered by this agreement, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this agreement, or to bargain the impact of any change in terms and conditions of employment not specifically covered by this agreement.

32.4 Nothing herein shall preclude the City or the Union from mutually agreeing to alter, amend, supplement, delete, enlarge, or modify any of the provisions of this agreement in writing.

32.5 The parties recognize that during the term of this agreement, situations may arise which require that terms and conditions not specifically and clearly set forth in the agreement must be clarified or amended. Under such circumstances, the Union is specifically authorized by bargaining unit members to enter into the settlement of grievance disputes or memorandum of understanding that clarifies or amends this agreement without having to be ratified by the bargaining unit members.

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ARTICLE 33

JURY DUTY & COURT APPEARANCES

33.1 Jury or Witness Duty - The City recognizes the duty of every employee, as a citizen of the United States, to perform jury duty or serve as a witness in court on behalf of another party.

a The City pays an employee's full salary when the employee is absent during a regularly scheduled shift, but requires the employee to remit any jury or witness fee(s) received to the City.

b. Any mileage expenses paid by the court to reimburse the employee for travel to and from the courtroom may be retained by the employee.

c. The requirement for employees to remit any jury or witness fee(s) received does not apply to court appearances falling upon the employee's personal time, or court appearances when the individual is appearing in court on their own behalf.

d. An employee must show the Jury or Witness Duty summons to their supervisor as soon as possible so the supervisor may make arrangements to accommodate their absence.

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ARTICLE 34

PROFESSIONAL APPEARANCE/ GROOMING

34.1 Appearance - In order to maintain a professional atmosphere and appearance, all employees, including those who wear uniforms, are expected to maintain the following minimum standards:

a. Employees must maintain a high standard of personal hygiene. Employees must appear neat and clean and have no offensive odors. An employee's hair must be clean and groomed.

b. Employees must wear clothing appropriate to their employment. Appropriateness may vary, depending upon the nature of work performed, safety concerns, and the degree of public contact.

c. Employees must wear clothing that is clean and neat, and not torn or frayed. Employees must avoid clothing that is unduly revealing, immodest, or otherwise inappropriate for a professional office setting or other work environment.

d. The City will provide employee uniforms when uniforms are required to be worn as a condition of employment to fulfill job responsibilities. Uniforms will be maintained and worn in accordance with the City and department policies. The City will clean, replace, or repair uniforms when it becomes necessary at no cost to the employees.

e. The City will provide protective footwear to employees whose job classification requires it as a condition of employment. The City will provide for a mobile vendor to come onsite once a year and employees will be allowed to pick a boot from a pre-determined selection based on safety requirements of the position they hold. The cost to the City shall not exceed $150 per pair of boots.

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ARTICLE 35

OTHER LEAVE AND BREAK TIME

35.1 Administrative Leave

a. Administrative leave with pay may be assigned by the City Manager, Deputy/Assistant City Manager, department director, or their designees under the following circumstances:

1. Pending the outcome of an investigation to determine possible disciplinary action against the employee.

2. With regard to incidents resulting in extreme stress.

3. To protect City interests during an end of employment process.

b. An employee shall not engage in secondary employment during the actual hours designated as administrative leave. The City may, at its discretion, additionally restrict the activities of an employee on administrative leave with pay. Examples include being required to remain at the employee's residence during designated working hours (except to obtain medical care, to fulfill religious obligations, or as specifically authorized), remain readily available and immediately respond to phone contact or return to work, modification of working hours, or restrictions on secondary employment outside administrative leave hours.

c. After review by the City Attorney and with the authorization of the City Manager, an employee charged with a job related felony may be placed on administrative leave without pay.

35.2 Leave of Absence - Unauthorized absence after an employee has exhausted all accrued leave will be considered a voluntary resignation.

a. Leave of absence without pay must be requested by the employee, and approved by the department director, in writing.

b. Under special circumstances, employees may request leave without pay for a reason other than exhausting leave accrued, FMLA, or military leave.

c. Full-time/Regular employees are eligible to request leave for up to 12 months as described in this policy.

d. Eligible employees interested in a leave of absence must submit a written request to their department director detailing the nature of the leave.

1. Requests for leave of absence will be considered based on criteria such as the nature of the request, the impact to the organization, and the benefit to the employee and/or the City. The City does not grant a leave of absence without pay, unless it is believed the employee will remain employed by the City at the end of the leave. The City may end an approved leave of absence at its discretion, upon a minimum of ten (10) business days' notice to the employee.

2. Prior written approval must be obtained from the employee's department director, deputy/assistant city manager, and the city manager.

3. Vacation leave, sick leave, holiday leave, and other City benefits will not continue to accrue during the approved leave of absence period.

35.3 Breaks and Meal Periods - The City offers breaks and meal periods as work allows. Employees under the age of 18 (minors) are entitled to a meal period of at least 30 minutes not later than 4 hours from the beginning of their shift. Minors are not permitted to work more than six (6) consecutive days in one week.

35.4 Break Time for Nursing Mothers - The City will provide a reasonable break time for nursing mothers to express breast milk for up to one (1) year after the birth of a child. In accordance with law, the City will provide a functional location for the mother's use. Break times will be handled according to the FLSA in determining if they are compensable or non-compensable.

35.5 Domestic Violence Leave - Eligible employees may take up to three (3) working days of unpaid job-protected leave in a 12-month period if the employee or a family or household member of the employee is the victim of domestic violence. The leave will be designated as unpaid until such time as the employee provides documentation to substantiate the need for leave in accordance with the provisions of this policy. Upon receipt of proper

documentation, the employee, if eligible, may be allowed to use sick, vacation, PTO, or compensatory time for the absence(s).

a. Definitions:

1. "Domestic violence" means any assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, or any criminal offense resulting in physical injury or death of one family or household member by another family or household member.

2. "Family or household member" means spouses, former spouses, persons related by blood or marriage, persons who are presently residing together as if a family or who have resided together in the past as if a family, and persons who are parents of a child in common regardless of whether they have been married. With the exception of persons who have a child in common, the family or household members must be currently residing or have in the past resided together in the same single dwelling unit.

3. "Victim" means an individual who has been subjected to domestic violence.

b. Employee Eligibility: To be eligible for domestic violence leave, the employee must have been employed by the City for a minimum of three (3) months.

c. Types of Covered Leave:

1. To seek an injunction for protection against domestic violence or an injunction of protection in cases of repeat violence, dating violence, or sexual violence;

2. To obtain medical care or mental health counseling, or both, for the employee or a family or household member to address physical or psychological injuries resulting from the act of domestic violence;

3. To obtain services from a victim-services organization, including, but not limited to, a domestic violence shelter or program or a rape crisis center as a result of the act of domestic violence;

4. To make the employee's home secure from the perpetrator of the domestic violence or to seek new housing to escape the perpetrator; or

5. To seek legal assistance in addressing issues arising from the act of domestic violence or to attend and prepare for court-related proceedings arising from the act of domestic violence.

d. Requesting Leave - An employee must immediately notify his or her supervisor or a representative of the Human Resources/Risk Management Department of the need for leave, except in cases of imminent danger to the health or safety of the employee, or to the health or safety of a family or household member. Whenever possible, the employee is to provide a minimum of one week's notice of the need for leave under this policy. Initial notification may be verbal, but should be substantiated with written documentation.

e. CONFIDENTIALITY - To maintain employee confidentiality, employees are to submit documents substantiating the request for leave to the Human Resources/Risk Management Department. The Human Resources/Risk Management Department will notify the department that the request for leave has been substantiated. The documents will be maintained in a file separate and apart from the employee personnel file.

35.5 Military Leave - A military leave is time-off granted to eligible employees who are members of the National Guard or any reserve branch of the United States Armed Forces.

a. Military leave will be administered in accordance with Florida Statute Chapter 115 and Florida Administrative Code. Paid military leave may not be carried over from one year to the next.

b. Employees on qualifying active military leave will be reinstated in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA).

c. Additional unpaid military leave shall be granted consistent with the Uniformed Services Employment and Reemployment Rights Act (USERRA).

d. An employee must notify their supervisor and the Human Resources/Risk Management Department of their military orders as soon as possible.

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ARTICLE 36

ENTIRE AGREEMENT

36.1 This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

36.2 The parties acknowledge that, during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

36.3 The City and the Union, during the term of this Agreement, voluntarily and unqualifiedly waive the right, and agree that the other shall not be obligated, to bargain collectively with respect to any subject or matter whether or not referred to or covered by this agreement, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this agreement, or to bargain the impact of any change in terms and conditions of employment not specifically covered by this agreement.

36.4 Nothing herein shall preclude the City or the Union from mutually agreeing to alter, amend, supplement, delete, enlarge, or modify any of the provisions of this agreement in writing.

36.5 The parties recognize that during the term of this agreement, situations may arise which require that terms and conditions not specifically and clearly set forth in the agreement must be clarified or amended. Under such circumstances, the Union is specifically authorized by bargaining unit members to enter into the settlement of grievance disputes or memorandum of understanding that clarifies or amends this agreement without having to be ratified by the bargaining unit members.

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ARTICLE 37

JOB POSTINGS

37.1 The job posting shall identify the position by classification, title and location.

37.2 The job posting shall remain posted for a minimum of five (5) business days

37.3 Bargaining unit employees wishing to apply for the position must do so through the normal application process within the five (5) day posting period

37.4 The City reserves the right to post job postings in external venues such as newspapers, trade journals, employment agencies, etc. The City accepts applications from all interested parties and evaluates applicants based upon job related criteria, including seniority with the City.

37.5 These posting requirements above do not apply to part-time positions.

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ARTICLE 38

DURATION

38.1 This Agreement shall be effective as of October 1, 2015, or upon ratification of this Agreement by both parties, whichever is later, and shall remain in full force and effect until September 30, 2018.

38.2 If either party desires to engage in negotiations for a successor agreement prior to the expiration of this Agreement, notice must be given no later than June 1, 2018.

John Zobler
City Manager
City of Ocala

3/24/16
Date

Matthew Meadows
Business Manager, Local 1205
International Brotherhood of Electrical Workers

3/28/16
Date

## APPENDIX A AUTHORIZATION FOR IBEW DUES DEDUCTION

I hereby authorize my employer, the City of Ocala, to withhold from my paycheck the amount of dues required by the IBEW Local 1205, as stated in their by-laws, and transmit it to the person designated by the IBEW Local 1205, to receive it. The IBEW dues at the present time are 1.5% of my gross pay. I understand that the dues may change or fluctuate depending on the IBEW Local 1205 by-laws, and authorize my deduction to fluctuate accordingly.

I understand that I may terminate this authorization by notifying the City and IBEW Local 1205, on the approved "Revocation of IBEW Dues Deduction" form thirty (30) days in advance.

I also understand that if I terminate this authorization, I will not be able to reinstate my membership for a period of thirty (30) days.

_____

Printed Name

_____

Signature

_____

City Employee No. Date

Distribution:

City Payroll Division
Chief Steward, IBEW Local 1205

## APPENDIX B REVOCATION OF IBEW DUES DEDUCTION

I hereby request and instruct the City of Ocala to stop deducting from my weekly earnings the current regular dues for the IBEW Local 1205.

_____
Printed Name

_____
Signature

_____
City Employee No. Date

DISTRIBUTION:

City Payroll Division
Chief Steward, IBEW Local 1205

## APPENDIX C UNIT CLARIFICATION LIST

| | |
|---|---|
| Accounting Specialist | Compliance Monitoring Technician III |
| Accreditation Specialist | Construction Projects Inspector |
| Administrative Specialist I | Crime Analyst |
| Administrative Specialist II | Crime Scene Technician I |
| Administrative Specialist III | Crime Scene Technician II |
| Airport Grounds Maintenance & Operations Tech I | Crime Scene Technician III |
| | Cultural Arts Coordinator |
| Airport Grounds Maintenance & Operations Tech II | Custodian |
| | Customer Service Rep I |
| Airport Operations Technician I | Customer Service Rep II |
| Airport Operations Technician II | Customer Service Specialist |
| AMI Technician | Development Coordinator |
| Apprentice Electric Meter Technician | Discovery Center Assistant |
| Apprentice Electric System Operator | Electric Engineering Tech I |
| Apprentice Lineman | Electric Engineering Tech II |
| Apprentice Relay Technician | Electric Engineering Tech III |
| Apprentice Substation Electrician | Electric Engineering Tech IV |
| Building Systems Inspector I | Electric Metering Account Specialist |
| Building Systems Inspector II | Electric System Operator |
| Building Systems Inspector III | Enforcement Specialist |
| Building Systems Inspector IV | Engineering Technician I |
| CAD Technician I | Engineering Technician II |
| CAD Technician II | Engineering Technician III |
| CAD Technician III | Equipment Maintenance Technician |
| Call Center Agent | Equipment Operator I |
| Capital Projects Inspector I | Equipment Operator II |
| Capital Projects Inspector II | Equipment Operator III |
| Central Lines Technician I | Equipment Service Coordinator |
| Central Lines Technician II | Facilities Maintenance Mechanic I |
| Central Lines Technician III | Facilities Maintenance Mechanic II |
| Central Maintenance Automation Specialist II | Facilities Maintenance Mechanic II (HVAC) |
| Central Maintenance Automation Specialist III | Facilities Maintenance Mechanic II ( Electrical) |
| Central Maintenance Resource Coordinator | Fiscal Technician |
| Clerical Assistant | Fleet Service Writer |
| Code Enforcement Officer | Fleet Technician I |
| Code Enforcement Specialist | Fleet Technician II |
| Communications Technology Coordinator | Fleet Technician III |
| Communications Technician I | Fleet Technician IV |
| Communications Technician II | Fleet Technician V |
| Communications Technician III | GIS Analyst |
| Community Development Coordinator | GIS Analyst II |
| Community Service Specialist I | GIS Specialist |
| Community Service Specialist II | GIS Technician I |
| Compliance Conservation & Public Ed Specialist | GIS Technician II |
| | Grounds Maintenance Crew Leader |
| Compliance Monitoring Technician I | Heavy Equipment Operator I |
| Compliance Monitoring Technician II | Heavy Equipment Operator II |

| | |
|---|---|
| Heavy Equipment Technician | Senior Accounting Specialist |
| Help Desk Support Specialist | Senior Permit Technician |
| Irrigation Specialist | Senior Relay Technician |
| IT Assistant | Senior Storekeeper |
| Laboratory Technician I Compliance Monitoring | Senior Substation Electrician |
| Laboratory Technician II Compliance Monitoring | Senior System Analyst |
| Laboratory Technician III Compliance Monitoring | Sign Technician |
| Latent Print Examiner | Sign Technician II |
| Lead Property Technician | Signal Technician |
| Lead Sign Tech | Signal Technician II |
| Lead Signal Tech | Specialist, Public Education and Outreach |
| Lead Treatment Plant Operator | Stormwater Technician II |
| Line Crew Foreman | Stormwater Technician III |
| Line Crew Groundman | Substation Electrician, Journeyman |
| Line Locator/Inspector | Support Services Specialist I |
| Line Truck Operator | Survey Instrument Technician |
| Lineman, Journeyman | Systems Equipment Tech I |
| Logistics & Information Management Specialist | Systems Equipment Tech II |
| Maintenance Worker | Systems Equipment Tech III |
| Meter Service Technician | Systems Equipment Tech Mechanic III Lead |
| Meter Technician, Journeyman | Telecommunications Fiber Design Technician |
| Operator I – Basic/Trainee | Telecommunications Fiber Network Specialist |
| Operator I – Basic | Tree Crew Equipment Operator |
| Operator II – Intermediate | Tree Trimmer I |
| Operator III – Senior/Lead | Tree Trimmer II |
| Park Ranger I | Tree Trimming Foreman |
| Park Ranger II | Troubleman |
| Parks Maintenance Crew Leader | Utility Billing Analyst I |
| Pavement Management Specialist | Utilities Safety/Training Coordinator |
| PC/Network Specialist | Utility Services Administrative Coordinator |
| PC Support Technician | Victim Witness Advocate |
| Permit Coordinator/Business Liaison | Voice Systems Technician |
| Permit Technician | Water Resources Engineering Technician II |
| Planning Technician | Water Resources Systems Specialist |
| Police Records Technician | Working Foreman, Public Works |
| Pre-Apprentice | Working Foreman, Electric |
| Project Manager/Coordinator | |
| Project Management Coordinator | |
| Property Technician | |
| Quality Control/Construction Coordinator | |
| Records Specialist | |
| Relay Technician, Journeyman | |
| Resource Development Coordinator | |
| Sanitation Mechanic I | |
| Sanitation Mechanic II | |
| Sanitation Worker I | |
| Sanitation Worker II | |

| | |
|---|---|
| **PART-TIME POSITIONS:**<br>PT Administrative Specialist I<br>PT Administrative Specialist II<br>PT Administrative Specialist III<br>PT Assistant, Technical Service Section<br>PT Audit Specialist<br>PT Call Center Agent<br>PT Central Lines Technician II<br>PT Communications Technician<br>PT Crime Scene Tech I<br>PT Cultural Arts Coordinator<br>PT Custodian<br>PT Data Entry Clerk<br>PT Discovery Center Assistant<br>PT Discovery Center Coordinator<br>PT Equipment Service Coordinator<br>PT Facilities Maintenance Mechanic<br>PT Fleet Technician<br>PT Maintenance Technician<br>PT Maintenance Technician/OPD<br>PT Maintenance Worker<br>PT Park Ranger I<br>PT Police Personnel Technician<br>PT Recreation Aide I<br>PT Recreation Aide II<br>PT Recreation Leader<br>PT Small Equipment Technician | |