

FLORIDA KEYS AQUEDUCT AUTHORITY
AND
COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

COLLECTIVE BARGAINING AGREEMENT

Effective Dates: October 1, 2016 - September 30, 2019

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AGREEMENT

This Agreement is made and entered into as of this 1st day of October of, 2016, by and between the **FLORIDA KEYS AQUEDUCT AUTHORITY** (hereinafter referred to as the Authority), and the **COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO**, and its **LOCAL UNION** (hereinafter referred to collectively as the Union) on behalf of the employees employed by the Authority in the unit described in Article II below.

WITNESSETH:

WHEREAS, the Union was certified by the Florida Public Employees Relations Commission on November 24, 1975 (Case No. 8H-RC-753-0206) as the representative for the purpose of collective bargaining for certain employees in an appropriate unit; and

WHEREAS, the Authority is a public utility created by the State of Florida and furnishing an essential public service which vitally affects the health, safety, comfort, and general welfare of a large number of people who are furnished water services by the Authority; and

WHEREAS, the public utility nature of the Authority requires that it keep itself as high as possible in the public esteem; and

WHEREAS, the purpose of this Agreement is to continue to promote and improve industrial and economic relations between the employees and the Authority to the end that the Authority, the employees and the general public may mutually benefit to set forth the terms and conditions of employment, to prevent interruptions of work and interference with the efficient operations of the Authority's business, and to secure peaceful, fair and prompt adjustment of grievances that may arise from time to time.

NOW, THEREFORE, it is agreed as follows:

ARTICLE I

LOYALTY AND EFFICIENCY

The Union and the employees represented by the Union agree that they will continue to perform loyal and efficient service and work; that they will use their influence and best endeavors to promote the Authority's product and service, and to protect the property of the Authority and its interest; that they will cooperate with the Authority in promoting and advancing the welfare and prosperity of the Authority at all times. This provision shall not be interpreted to prohibit or infringe upon any employees right to free speech.

ARTICLE II

RECOGNITION

The Authority recognizes the Union as the sole and exclusive bargaining agent for all regular employees who are employed by the Authority, except for the following exclusions: Supervisors, Department Heads, Executives, confidential employees, professional employees, managerial employees and temporary and casual employees.

ARTICLE III

STATUS OF EMPLOYEES

Section 1. Probationary Employees.

A new employee shall be considered a probationary employee for six (6) months after which his seniority shall date back to the date of hire. The employee while on probation will accumulate vacation and sick leave benefits during the six (6) month period. During such probationary period, a probationary employee shall not have

seniority and may be laid off, disciplined or otherwise terminated by the Authority, and such action shall not be subject to the grievance procedure of this agreement, nor the Arbitration or Career Service Council provisions of this agreement. This shall not preclude a probationary employee from grieving other contractual matters.

Probationary Employees will be eligible for health insurance coverage on the first day of the month following their hire date, unless their hire date is the first day of the month, in which case coverage is effective immediately.

Section 2. Temporary Employees.

It is understood that the Authority occasionally has need for temporary employees. Temporary employees shall not be covered by this Agreement. Temporary employees are those individuals who (a) are hired for a project of set duration such as the painting project on the Seven Mile Bridge or (b) employees hired for other purposes for a period of time not to exceed six (6) months. It is recognized that employees hired under Section (a) may be employed longer than six (6) months on a temporary basis. In such circumstances, the employer will discuss such special projects with the Union at the time of their commencement and at six (6) month intervals thereafter. Copies of notices of temporary hires shall be given to the Union. Absent an emergency, temporary employees will not be permitted beyond eighteen (18) months.

Section 3. Regular Employees.

An employee who has been legally appointed to an established position shall attain regular status upon completion of six (6) months of satisfactory service. (Regular = Full Time, forty hour position with benefits.)

ARTICLE IV

MANAGEMENT RIGHTS

Section 1.

The Employer reserves all rights, powers, and authority customarily exercised by management, except as otherwise specifically deleted or modified by express provisions of this Agreement.

Section 2.

Except as otherwise specifically provided in this Agreement, nothing in this Agreement shall be construed to limit or impair the right of the Authority to exercise its own discretion on all of the following matters, whatever may be the effect upon employees, when in its sole discretion it may determine it advisable to do any or all of the following:

- (a) To manage its business generally;
- (b) To hire, layoff, assign, and promote employees;
- (c) To determine the qualifications of employees;
- (d) To determine and re-determine job content;
- (e) To determine the workweek, the schedule of work and assign work;
- (f) To determine number and time of shifts;
- (g) To establish new jobs, abolish or change existing jobs;
- (h) To increase or decrease the number of jobs;
- (i) To regulate or change services, materials, processes, products or equipment;
- (j) To determine when training or schooling is necessary or justified and which employee(s) shall attend;
- (k) To assign overtime work;
- (l) To subcontract any of its operations;
- (m) To decrease or increase the number of working hours per day or per week;
- (n) To temporarily assign any employee to any department, or to any classification within a department.

Section 3.

Prior to the time when the Union became the representative of the employees covered by this Agreement, the Employer had the right to run its business and deal with its employees with complete freedom, except as its rights were bound and limited by the general law. By this Agreement, the Employer and the Union have agreed to certain limitations on those rights. However, it is the intention of the parties hereto that the Employer retain, and the Employer does retain, each and every right and privilege that it ever had enjoyed, except insofar as it has, by the express and specific terms of this Agreement, agreed to limitations.

The Florida Keys Aqueduct Authority agrees that, if it makes a decision as to which, under the law existing at the time the decision is made, there is a duty to bargain over the impact of the decision, the Florida Keys Aqueduct Authority will, upon timely request, negotiate the impact of the decision upon employees with the Union for a period not to exceed ten (10) calendar days. The ten (10) day period will begin to run on the date of notification of the decision if notification is given, or from the date the Union or its agents know or by reasonable diligence should have known of the proposed action. If no agreement is reached within ten (10) calendar days, the Union agrees that the Florida Keys Aqueduct Authority may take action to implement the decision. The Union reserves the right to arbitrate any action taken, but only if such action allegedly violates another specific provision of this Agreement or a consistently maintained past practice of the Authority.

ARTICLE V

HOURS OF WORK AND OVERTIME

Section 1. Purpose.

This Article is intended only to provide a basis for calculating overtime and shall not be considered as a guarantee of work or hours. There shall be no pyramiding of overtime or other premium payments.

Section 2. Workday; Workweek.

The normal workweek shall consist of a forty (40) hour week which shall generally be comprised of five (5) eight (8) hour shifts or four (4) ten (10) hour shifts at management's discretion unless unusual operational concerns arise which shall take precedence. Also, by agreement of the employee and supervisor, the employee can choose to work a flex schedule that totals forty (40) hours in a week, as long as operational requirements allow. In holiday weeks employees assigned to four (4) ten (10) hour schedules will work a five (5) day eight (8) hour schedule. In the absence of an emergency or unforeseen operational needs, employees affected by the change from five (5) eight (8) hour workweeks to four (4) ten (10) hour workweeks or vice versa will be notified the Monday prior to making any changes.

Any employee requested by management to work outside the scope of their normally scheduled shift may complete their normal shift and receive overtime as long as, in the judgment of the supervisor, there are no safety concerns by permitting the employee to continue working their normal shift.

Section 3. Premium Pay.

Time-and-one-half the employee's regular straight time rate shall be paid for hours worked in excess of forty (40) per week. Compensated leave time actually authorized, such as holiday hours (even if the holiday falls on their normal day off), sick and annual leave scheduled in advance as required by Article VIII, Section 5, and other paid leave under Article IX, Sections 4 through 6 and under Article XIV, Section 7 will be counted as time worked for overtime purposes. However, for purposes of entitlement to pay for working on a holiday, a bargaining unit employee shall only be entitled to premium pay for working on a holiday, if he actually worked on the scheduled work day or shift immediately prior to and following a holiday.

Section 4. Overtime Distribution.

Prescheduled overtime opportunities shall be distributed as equally as practical among those employees who normally perform the work. It is understood that the nature of the service provided by the Authority will require that employees work overtime and that such overtime will be mandatory when, in the Authority's judgment,

safe and efficient operations so require. Except as herein provided, employees who work sixteen (16) straight hours, whether it includes normal eight (8) hours of work plus eight (8) hours of overtime, or twelve (12) hours of overtime, not including standby personnel, will be granted eight (8) hours off rest period to start when the employee calls off the clock to ensure safe and efficient working conditions. In the event that the eight (8) hours rest period falls within the employee's regularly scheduled work period, the employee will be given an eight (8) hour rest period directly following the overtime. This rest period will be handled as light duty. This section does not apply in emergency situations such as hurricanes or to members of the transmission crew who are assigned regularly or temporarily to the transmission crew.

Section 5. Call-Outs.

Employees other than employees on standby, who are called out to work shall receive a minimum of two (2) hours pay at the overtime rate. An employee will perform as many jobs as are available or become available during the first call out and will be paid the greater of a minimum of two (2) hours pay at the overtime rate for all such work performed or pay for actual time worked. Subsequent call outs will be compensated for actual time worked at the overtime rate. Only bargaining unit employees will be called out to assist employees on standby unless the available bargaining unit employees do not possess the qualifications and skills necessary to assist on the job.

Section 6. Work Breaks.

Employees shall be allowed one (1) work break during the first half of their work shift and one (1) work break during the second half of their work shift. Supervision will have the right to schedule the work breaks and demands of the business may dictate the times when breaks are to be taken. No work break shall exceed fifteen (15) minutes absence from the employee's work station or work duties.

Section 7. Lunch Periods.

Except for employees assigned to shifts in continuous twenty-four hour operations, employees will receive either a thirty (30) minute or sixty (60) minute non-paid lunch break. Subject to operational requirements, the lunch period shall be for one (1) hour or one-half (1/2) hour commencing in the approximate middle of the workday. Time spent driving to and from any location where the lunch break is taken shall be considered as part of the lunch break. Upon approval of the supervisor, in order to meet unusual circumstances, an employee shall be permitted to split the lunch period or take part of the lunch period at a time outside of the normal lunch period. If work requirements (such as a leak) exist and the supervisor does not allow employees to take a lunch break prior to 3:00 p.m., employees may advise the supervisor of a request to skip lunch and leave early. Such requests will not be denied except in emergency conditions, or when the employees are going to be required to work overtime. The total time for the lunch period shall not exceed the half (1/2) hour or one (1) hour break as appropriate.

Section 8. Standby.

Because of the nature of the Employer's operations, standby time is mandatory. Employees on standby are required to carry communication equipment provided for by the FCAA with them at all times and shall have adequate and appropriate clothing and be otherwise fit for duty (i.e., an employee cannot drink any alcoholic beverages while on standby) to immediately leave their location and go directly to the job area. It is the responsibility of the employee to ensure that the communication equipment is turned on and in working order. Employees assigned to standby are required to have a telephone. Standby pay will be paid at the rate of two (2) hours straight time per day for standby from 5:00 p.m. or normal quitting time until 8:00 a.m. or normal starting time the next morning from Monday at 5:00 p.m. until Saturday at 8:00 a.m. Three (3) hours straight time will be paid for standby from 8:00 a.m. or normal starting time on Saturday through 8:00 a.m. Sunday; three (3) hours straight time will be paid for standby from 8:00 a.m. Sunday until 8:00 a.m. or normal starting time Monday. Holiday standby shall be paid as follows: (1) if the holiday occurs on a mid-week day (Tuesday, Wednesday or Thursday), the employee on standby will be paid five (5) hours pay for the period beginning at 5:00 p.m. the day before the holiday and ending at 8:00 a.m. on the morning after the holiday; (2) if the holiday falls on a Friday, the employee on standby will be paid three (3) hours pay for the period beginning 5:00 p.m. Thursday through 5:00 p.m. Friday, after which weekend standby will be paid; (3) if the holiday falls on Monday, weekend standby will be paid until 8:00 a.m. Monday and three (3) hours standby will be paid for the period beginning 8:00 a.m. Monday through 8:00 a.m. Tuesday; (4) if the holiday is a combination Thursday, Friday holiday, three (3) hours of standby pay will

be paid for Thursday, three (3) hours of standby pay will be paid for Friday and three (3) hours standby pay will be paid for Saturday and three (3) hour standby pay will be paid for Sunday. For any additional holidays not provided for above that are contiguous with standby time, three (3) hours of standby time will be paid per holiday. Employees on standby who are called out will be paid for the actual time spent on the call out at time-and-one-half the regular straight time rate. Persons assigned standby will begin their standby time at the end of their workday. Paid time on call outs will begin at the time the employee leaves his home and subsequently completes his work and returns or has time to return to his home.

Section 9(a). Selection of Employees for Standby.

Management will identify classifications of employees for standby. It is currently anticipated that Warehouse personnel, Customer Service Field Representatives, Water Distribution System Operator B's and Water Distribution System Operator A's, Water Quality Control Personnel, WWTP Operators and WW Maintenance Mechanics will be on standby if there are not sufficient volunteers as hereinafter described, provided that management reserves the right to add other classifications to the mandatory standby list. Management also reserves the right to add non-bargaining employees should Management not be able to recruit enough voluntary bargaining unit employees for stand-by duty. In selecting employees for standby, management will first request volunteers in each service area for a quarter (13 weeks) of standby. If at least three (3) employees per service area who are considered by management to be qualified to perform standby work volunteer for a quarter of standby, the requirement that Water Distribution System Operator B's and Water Distribution System Operator A's be on standby will not be enforced. All Water Distribution System Operator B's and Water Distribution System Operator A's shall be considered qualified if they volunteer. Employees in other classifications who, in the exclusive opinion of management are qualified to perform and who volunteer for standby will be included on the standby rotation. Volunteers will be added to the standby list prior to the beginning of each quarter and must remain on the list for the entire quarter. Management will establish a weekly rotation once a quarter. A minimum of one (1) employee per week per service area will be assigned standby. A "week", for standby assignment purposes, begins at the end of the normal workday on Monday and ends one week later at the beginning of the normal work day on Monday, unless Monday is a holiday in which case the standby week will end at the beginning of the work day on Tuesday.

Management recognizes that help may be required on standby calls. The individual on standby shall initially be responsible for determining if a helper is needed and when needed shall attempt to obtain a helper. The same helper shall be used for all call-outs during any day of standby. Failure of the person assigned standby to obtain a helper does not relieve that employee from the responsibility of responding to the call. If a helper is required and is not available, it is the responsibility of the person on standby to notify his supervisor. In determining whether a helper is needed, the employee on standby is expected to use good judgment; such decisions are subject to management review.

Section 9(b). Selection of Employees for "As Needed" Standby Duty.

Employees who are required to work stand-by on an "as needed" basis for special projects can be placed on standby by their Department Manager or his/her designee. These employees will be notified in advance of the stand-by duty and will be compensated in accordance with Section 8. Standby.

Section 10. Shift Differential.

Employees assigned to the second (afternoon) shift will receive 5% shift differential pay. Employees assigned to the third (night) shift will receive 10% shift differential.

Section 11. Working on Higher Rate Classification Temporarily.

In accordance with Article VI, Section 2, Job Posting, an employee temporarily assigned to a classification in a higher Salary Range shall receive a 10% differential (10% above that employee's base hourly rate) for the period he is temporarily assigned. Such temporary work in the higher-rated job shall not be longer than ninety (90) consecutive days. The 10% differential will be paid for all consecutive hours assigned to the higher rated classification for forty (40) or more hours, retroactive to the first hour. Holidays occurring after the start of the temporary assignment and prior to the end of the temporary assignment will be counted toward the consecutive hours worked. Vacation pay will be at the employee's regular rate of pay if any vacation is taken during the period of the temporary assignment.

ARTICLE VI

SENIORITY

Section 1. Definition.

Seniority is an employee's length of continuous service with the Authority, dating from his last date of hire into the bargaining unit.

Section 2. Job Posting.

Except as hereinafter provided, the Authority shall post regular vacancies and new jobs covered by this Agreement on the Insider Page and via an e-mail sent to "all employees" after the posting on the Insider Page. Job vacancies shall be posted for a minimum of five (5) working days. Employees desiring to be considered shall send an electronic application to the Human Resources Office within the applicable time period. The application shall be considered as "timely received" if it is received by the Human Resources Office within the posting dates. Any employee in the Bargaining Unit is eligible to bid on a posted job. Temporary transfers or promotions may be made for the period the position is considered open. It is also understood that transfers may be made by the Authority at other times to meet desired operational requirements. Future openings will be posted as provided in this Article.

(A) All employees bidding on a position must identify their qualifications for the position applied for on their application. An electronic form provided by the Human Resources Department must be used when applying.

(B) All employees who bid and who meet all minimum qualifications of the job description shall be granted a job interview.

(C) Management shall advise the person selected for the position within three (3) working days of selection.

(D) Employees who are interviewed and are unsuccessful candidates shall be given an electronic explanation of the reason for being denied the opening.

(E) Upon filling a position, the Authority will post an electronic notice on the HR Department page of the Insider and via an e-mail sent to "all employees" after the posting on the Insider Page, announcing the successful candidate for the position within seven (7) calendar days of awarding the job.

(F) Prior to any employee going on vacation, the employee can send an e-mail notice to the HR Department identifying an e-mail address with a request that they be e-mailed if any jobs are posted while they are out. The Authority's obligation shall be limited to sending the posting to the e-mail address given, rather than completing notification.

Section 3. Filling Job Vacancies.

Regular vacancies and new jobs covered by this Agreement shall be filled as hereinafter provided. Management shall review the applications of those who submit bids under Section 2, Job Postings, and select the individual who is most qualified at the time of the award to fill the vacancy. If two (2) or more employees are equally qualified at the time of the award, the vacancy shall be awarded to the most senior of the equally qualified bidders. An employee, whose job classification and job description provides for promotion upon the receipt of a license from the Florida Department of Environmental Protection or a certificate from the FW&PCOA, shall be promoted within their job classification upon receipt of an initial or advanced license or certificate. An employee that accepts an entry level position, whose job classification and job description provide that a license or certificate is required, shall have eighteen months from their hire date to obtain the initial level of licensure or certification. Failure to obtain the required license or certificate shall be cause for termination. Upon receipt of an initial license or certificate, an employee shall not be required to promote.

If no employee who bids on a vacant position is qualified at the time of the award, the Authority may select an individual to fill the vacancy from any available source. Where (1.) two (2) or more employees have bid for a vacancy, and a less senior bidder was considered by management to be the more qualified for the vacancy at the time the job was awarded than another more senior bidder or (2.) management determined that none of the bidders was qualified at the time the job was awarded and someone else was placed in or hired for the vacancy, and a more senior bidder or the Union seeks to arbitrate the selection issue, the burden of proof shall be on the grievant and/or the union to demonstrate by clear, convincing and satisfactory evidence that the senior grievant was as qualified for the vacancy at the time of the award as the person selected by the employer. Absent such clear, convincing and satisfactory evidence, the employer's selection will not be disturbed by an arbitrator.

Section 4. Trial Status Upon Promotion.

All promoted employees shall be on trial status for the first six (6) months following the promotion. The purpose of trial status is to determine that the person is qualified to perform the job. If it is determined that the person is not able to satisfactorily perform the job, he/she may be removed from the job during the trial period and returned to the employee's prior classification if that job is still available. If the job is not available, the employee will be offered any job that is available in a Salary Range equal to or lower than the classification he/she is vacating if qualified for the job. The rights under this section shall prevail over the rights granted by Sections 2, 3 and 5 of this Article. If no position is available for which the person is qualified, the employee shall be placed on layoff status without bumping rights and will be subject to recall as provided in Section 5 of this Article. Action relating to the removal of an employee from a job during trial status will be subject to Article X.

Section 5. Layoff and Recall.

A. REDUCTION IN PERSONNEL WITHIN A JOB CLASSIFICATION

In the event that FKAA decides to reduce the number of employees in a job classification, the following procedure shall apply:

1. All employees in the affected classification shall be given no less than sixty (60) day notice that the number of employees in their job classification will be reduced;
2. All employees affected by the reduction will first be offered, in order of seniority, a "priority transfer" at the time a reduction in staff is implement by management. A priority transfer shall mean that the affected employee will be considered to transfer to any position within the FKAA covered by the collective bargaining agreement that is vacant at the time the affected employee's position is abolished, provided that the affected employee is qualified for the position as determined by management The affected employee will be transferred to the vacant position at the same base pay he or she is making at the time the affected employee's position is abolished, or the minimum base pay of the vacant position, whichever is greater. The affected employee's base pay shall not be reduced for a period of twenty-four months in the new classification, after which the affected employee's base pay will be reviewed and adjusted based on the duties and responsibilities of the new position.
3. Any affected employee who does not accept a priority transfer shall be given the option of resigning and receiving a severance package consisting of one (1) week's pay for every one (1) year of service to the FKAA;
4. In the event the affected employee chooses not to take the severance package set forth in paragraph 3, the layoff procedures below shall be implemented.

B. LAYOFF AND RECALL

In the event of a reduction in work force, probationary employees and temporary employees in the classification and department affected will be laid off first. If further reductions are necessary, employees with seniority shall be laid off from the classification and department affected. The order of layoff shall be based on seniority with the least senior employee in the classification and department laid off first. Any employee to be laid off will have the right at the time of layoff to bump any less senior employee in any department, in any equal or lower classification than the employee to be laid off (1.) previously held as an employee of the Authority and is still qualified to perform, or (2.) the employee to be laid off is qualified to perform a job held by a less senior employee based on training and experience received in a substantially similar job elsewhere.

An employee will be considered on layoff if no longer on the active payroll of the Authority as a result of a reduction in force. As vacancies become available, employees on layoff will be recalled by seniority to the classification and in the department occupied at the time of layoff, provided that the employee has all currently required licenses for the position or any entry level job for which the laid off employee is qualified. Individuals on probationary or temporary status have no recall rights under this Article. Recall shall be by certified mail and e-mail to the most recent mailing and e-mail address contained in the employee's electronic HR file. Recall rights expire

after two (2) years on layoff. Individuals on layoff status will have to keep the Authority advised of changes in their mailing and e-mail address. The Authority may send certified letters during the two (2) year recall period asking if the employee still wishes to stay on the recall list. If the employee does not respond within thirty (30) days, the employee will be removed from the recall list.

It is recognized by the parties that, because of the geographic distribution of departments, and classifications within a department, there may be occasions where, by an employee's choice, he or she takes a layoff as opposed to a transfer to a separate geographical location. In such an event, the Employer will attempt to determine the employee's desires prior to the actual layoff process.

Section 6. Loss of Seniority.

Employees shall lose their seniority with the Authority as a result of any of the following:

- (a) quit;
- (b) discharged for cause;
- (c) failure to report to the Authority's Manager of Human Resource the employee's intention of returning to work within five (5) days of receipt of recall notice provided that if the recall notice is returned to the employer unclaimed or undeliverable, there shall be no further right to recall;
- (d) failure to return to work on the date specified in a recall notice, unless otherwise excused;
- (e) is absent from work for three (3) consecutive workdays without notice to the Authority, (as specified in Article IX, Leaves of Absence, Section 8. Notification: shall be considered a voluntary resignation provided the employee was not medically incapacitated at the time.
- (f) failure to return to work at the termination of a leave of absence;
- (g) accepts gainful employment while on leave of absence without prior written permission of the Authority.

Section 7. Seniority During Approved Leave of Absence.

An employee's seniority shall be retained during an approved leave of absence but shall accumulate further only during leave with pay.

Section 8. Required Safety Courses.

All employees who are required to do so must take and pass mandatory safety courses provided by the Aqueduct Authority.

ARTICLE VII

HOLIDAYS

Section 1. Holidays Observed.

The following days shall be considered holidays and paid for such at the employee's regular straight time hourly rate:

- New Year's Day
- Martin Luther King's Birthday
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day
- Optional Holiday
- Floating Holiday - to be assigned by the Executive Director.

Section 2. Weekend Holidays.

Holidays will be observed on the day of their occurrence, as established by the State of Florida, except that Sunday holidays shall be observed on the following Monday, and Saturday holidays shall be observed on the preceding Friday.

Section 3. Holiday Pay and Eligibility.

Full-time employees shall be paid eight (8) hours pay at their regular straight time rate for holidays not worked.

Section 4. Holiday Work.

In the event an employee is required to work on any of the recognized holidays, he will be paid time-and-one-half his regular straight time rate for all hours worked on the holiday, plus his holiday pay.

Section 5. Holiday During Vacation.

In case a holiday is observed on any day during an employee's vacation the holiday may be taken as part of the scheduled vacation provided it is scheduled with the supervisor prior to the start of the vacation.

Section 6. Optional Holidays.

Optional holidays may be taken anytime during the fiscal year, with prior supervisory approval. Any employee who has not taken his/her optional holiday by September 30th will lose it, with no exceptions.

ARTICLE VIII

VACATIONS

Section 1. Paid Vacations.

Employees on the payroll continuously, filling authorized regular positions shall receive paid vacations based upon their continuous service as follows:

Continuous Service	Earned Time
1 month through 5 years	8 hours per month; 12 workdays per year
61 months through 10 years	10 hours per month; 15 workdays per year
121 months through 15 years	12 hours per month; 18 workdays per year
181 months and over	16 hours per month; 24 workdays per year

Section 2. Computation of Earned Vacation Hours.

All regular employees shall accrue 50% of their monthly leave accrual on each of the first two pay periods of each month. Should the employee work less than the full eighty (80) hours for the pay period, their accrual will be adjusted based on the percentage of time worked. Leave without pay and paid time off while on donated leave from the Sick Leave Bank, will not be counted as hours worked for accrual purposes.

Section 3. Vacation Pay.

Vacation pay shall be calculated at the employee's regular straight time rate.

Section 4. Scheduling of Vacations.

Vacations may be taken at any time of the year. Employees must submit vacation requests electronically to the immediate supervisor as early as 365 days prior to or any time prior to the scheduled vacation leave, and approved within a reasonable period of time; provided, however, the supervisor has the right to deny any vacation request based on operational needs. If there is a conflict of two or more requests and the scheduled leave request is more than 90 days away, seniority shall be controlling. Any leave requests that are less than 90 days away shall be approved by order of submission. Employees who are prevented from taking their scheduled vacation due to sickness or disability or work requirements may have the vacation rescheduled.

Section 5. Use of Vacation Leave to Care for Family Members.

Employees may use accrued Annual Leave credits without meeting the advance scheduling requirements under this Article to personally provide necessary medical care for the employee's natural or adopted children, parent or spouse (or declared domestic partner) who resides in the employee's primary household, provided the reason for the leave qualifies under the Family Medical Leave Act and all required medical certifications are provided. Leave under this Section must be scheduled as soon as the employee knows such leave is necessary, and approved in a reasonable period of time. Notification to the Authority will be given as required for the use of Sick Leave under Article IX, Section 8.

Section 6. Time Off for Birth or Adoption of Child.

An employee desiring to take time off (not medically required by the employee) for the birth or adoption of a child will have the time off charged first to vacation leave and then leave without pay. The employee must put his/her supervisor on notice of the potential time off requirements when it becomes known to the employee. Absent unforeseen circumstances, notice of the requirement for time off must be given thirty (30) days in advance. The maximum time off under this Section, paid and unpaid, is twelve (12) weeks. The time off must be completed within one (1) year of the birth or adoption.

Section 7. Maximum Accrual.

Employees will not be permitted to accrue vacation in excess of three hundred (300) hours as of September 30 of each year. If an employee has a scheduled vacation canceled due to operational needs, the employee will be paid for those cancelled hours which cause the employee to exceed the three hundred (300) hour maximum as of September 30; provided that the employee must attempt to reschedule cancelled hours, if possible. Employees will be responsible for monitoring their leave balance throughout the year via the Employee Self Service program. Management has the option to limit absence for vacation purposes to eighty (80) continuous hours at any time.

Section 8. Payment for Unused Vacation.

The only condition under which an employee may receive pay in lieu of vacation or pay for unused vacation is upon final separation or as specifically provided in Section 7.

ARTICLE IX

LEAVES OF ABSENCE

Section 1. Sick Leave.

Sick leave is earned at a maximum rate of eight (8) hours per month. All regular employees shall accrue 50% of their monthly leave accrual on each of the first two pay periods of each month. Should the employee work less than the full eighty (80) hours for the pay period, their accrual will be adjusted based on the percentage of time worked. Leave without pay and paid time off while on donated leave from the Sick Leave Bank, will not be counted as hours worked for accrual purposes.

There shall be no limit on the number of sick hours which may be accrued.

Section 2. Utilization of Sick Leave.

Paid sick leave shall not be taken prior to the time of its accrual. Sick leave may be utilized for the employee's sickness, the employee's spouse (or declared domestic partner), parent, or child's sickness, necessary doctor's appointments, injury, or disability (including pregnancy for period of disability certified by a physician), or for quarantine by the health authorities or a physician, or as required under the Family Medical Leave Act. Employees, who submit a leave request in advance for prescheduled medical appointments, should receive the approved leave slip in a reasonable amount of time. Paid sick leave may be utilized according to the following schedule:

(a) An employee will be paid for the first four (4) days of sick leave without a doctor's certificate. Subject to the remaining requirements of this Section, and of Section 8, payment for sick leave of five (5) days or more will be made only upon presentation of a doctor's certificate.

The doctor's certificate where required by this Section, will be in the form of Appendix B or in the alternative must contain all information contained in Appendix B and must be signed by the doctor.

Employees absent five (5) or more consecutive days; or who have a consistent pattern of absences; or with excessive absenteeism may be sent to a physician selected by the employee from two (2) chosen by the Authority, in which event the Authority will pay the expense therefore. If an employee is sent to a physician of the Authority's choosing, the employee agrees that he will release medical records relating to the reasons for absence from the physician chosen and will permit the physician to answer any inquiries from the Authority relating to the reasons for the absences. Nothing contained in this section shall otherwise prevent the Authority from taking appropriate disciplinary action.

Annual leave may not be substituted for sick leave, unless all sick leave has been exhausted and no other leave is available. Annual Leave (MA) may be used for the care of a family member (or declared domestic partner) under the FMLA when the employee's sick leave balance has been exhausted.

Any bargaining unit member may use sick leave to take care of a child, spouse (or declared domestic partner), or parent who is sick or injured, provided (1.) the child is under eighteen (18) years of age or legally disabled; (2.) the child, spouse (or declared domestic partner), or parent is totally unable to care for himself/herself and if the employee was not available, a third party would be required to be present to provide care. Children living with a parent on a split-custody basis are considered regularly residing in the employee's home during the custody period. Sick leave under this paragraph can be taken in one (1) hour increments.

Section 3. Leave for Compensable Injury.

If an employee sustains a job-related injury entitling him or her to Worker's Compensation in accordance with the laws of the State of Florida, the employee shall not receive sick pay for the same day or days for which Worker's Compensation is received. During the first week of such job-related injury, the employee shall be paid out of his/her sick leave accrual. Beginning the eighth day, the Authority shall pay the employee such supplement that is necessary so that the supplement and Worker's Compensation benefits equal the employee's straight time salary through the remainder of his/her absences due to the injury until sick leave is exhausted by the supplemental payments. Absent unusual circumstances such as an injury that occurred in the past, the supplemental payment and deduction from sick leave will equal 1.33 hours per day for employees assigned to an eight (8) hour day or 1.66 per day for employees assigned to a ten (10) hour day. The supplemental payment and deduction will be adjusted to account for the unusual circumstances. If the employee is absent twenty-one (21) days or more and as a result receives pay from the State for the first seven (7) days of injury, he/she shall reimburse the Authority for the first seven (7) days of absence prior to returning to work and his/her sick leave accrual shall be credited accordingly.

Employees on a leave of absence under this section will for a period of up to one (1) year be returned to his/her former job if physically capable of performing that job. The Authority is permitted to temporarily fill vacancies due to on-the-job injuries without regard to the ninety (90) day limitation on temporary transfers in Article V, Section 11. If the employee cannot return to his/her regular job within one (1) year, the employee's rights shall

be as set forth under applicable state law and enforcement of those rights will be pursuant to procedures under state law.

Section 4. Jury Duty and Court Appearance Leave.

Regular employees required to be absent from work due to jury duty or necessity to appear in court pursuant to a subpoena, for other than personal reasons, shall receive their regular straight time rate for hours they would normally work. Employees who attend court for only a part of a regularly scheduled workday will report to their supervisor when excused or released by the Court. The supervisor will advise the employee if he/she is to return to work for the remainder of the day.

Section 5. Military Leave.

Employees shall receive leave of absence without pay for service in the Armed Forces of the United States in accordance with applicable Federal Law. Regular employees will receive a leave of absence for short term military temporary duty with a reserve unit of the United States Army, Navy, Marine Corps, Coast Guard or National Guard for a period not to exceed seventeen (17) continuous days and shall receive pay for the difference between what the employee receives from the military authority and what he or she would otherwise have earned while at work.

Section 6. Funeral Leave.

Regular employees shall receive leave with pay for five (5) days to attend a funeral and grieve the death of the employee's spouse (or declared domestic partner), parent, or guardian who raised him/her in lieu of a parent, grandparent, child, brother, sister, grandchild, or spouse's (or declared domestic partner's) immediate family. A Declaration of Domestic Partnership form must be completed and on file in the employee's personnel file.

Section 7. Leave of Absence Without Pay.

Upon written request stating the reason, a leave of absence without pay for personal reasons may be granted by the Authority for good cause to regular employees. The use of the thirty (30) days of unpaid leave cannot be used to extend FMLA leave. Vacancies created by employees on leaves of absence for thirty (30) days or less without pay may be filled by temporary transfer. Employees who request and are granted an extended leave of absence (including extensions) without pay which exceed thirty (30) days in duration shall be placed in the extended leave account. The purpose of this account is to allow the Authority to maintain the manpower requirements necessary to meet its obligations to the public. After an employee is transferred to the extended leave account, his/her previous position may be considered a regular vacancy and may be filled according to contract procedures. When an employee returns from an extended leave, he/she shall be offered the first available vacancy in a Salary Range equal to or lower than the one the employee occupied prior to the beginning of the leave of absence; provided that the employee meets the minimum qualifications for the vacant classification and is physically able to perform all requirements of the position. The Authority will not be required to post vacancies that are filled by an employee returning from an extended leave. If the employee rejects the vacancy under this section, he/she shall be considered to have voluntarily terminated his/her employment with the Authority. The extended leave account shall not apply to on-the-job injuries.

Employees on a leave of absence under this Article may, at their option, elect to continue his or her group insurance coverage at the group insurance rate for themselves and their dependents by paying the appropriate group insurance premium for employee coverage or employee and dependent coverage to the Finance Office on a monthly basis as long as the employee remains on approved leave. Such payments for each month must be received no later than the 25th day of the preceding month. This does not pertain to leave granted under the FMLA. For information regarding payment of health insurance coverage refer to the FMLA Policy.

Section 8. Notification.

An employee on sick leave must notify his immediate supervisor or clerical designee or if between 5:00 p.m. and 8:00 a.m. or on weekends or holidays, leave a message with the plant operator as soon as possible, but no later than thirty (30) minutes after the employee's scheduled starting time. Notification must be given daily unless pre-excused by management

Section 9. Compensation for Accrued Sick Leave Upon Retirement.

a) Employees hired on or after October 1, 2006 will not be eligible for compensation of accrued, unused sick leave upon retirement.

b) Employees hired prior to October 1, 2006, upon retirement from the Authority, shall be compensated for accrued, unused sick leave in accordance with the following formula:

All sick leave accrued that is in the employee's sick leave account on the date of the employee's retirement shall entitle the retiring employee, hired prior to October 1, 2006, to a bonus equal to: Hours accrued multiplied by employee's regular straight time rate at time of retirement multiplied by .80 of up to the first 1040 hours, or .50 of the employee's total hours, whichever is greater.

Employees are eligible for payment under this section only if the employee was hired prior to October 1, 2006 and (a.) he/she retires after ten (10) years of credited service with the Authority and is at least 62 years of age, or (b.) has thirty (30) years of credited service with the Florida Retirement System (FRS).

Section 10. Wellness Program

In order to encourage employee wellness, the following program will be instituted. A Wellness Committee will be established, and made up of Bargaining Unit and Non-Bargaining Employees. The Wellness Committee will recommend to Management, the best means of promoting wellness for each and every employee, including the nature of the wellness activities and the type of incentive or bonus for the employee's individual wellness efforts. The Wellness Program will be funded each year of this contract in an amount not to exceed \$100,000.00.

Section 11. Sick Leave Bank.

PURPOSE:

To provide full-time, regular employees an emergency bank of sick leave hours in cases of a prolonged, catastrophic, documented illness of the employee.

ESTABLISHMENT:

The Sick Leave Bank will become effective on October 1, 2012. The first "open enrollment" period will be October 1, 2012 through October 31, 2012. The month of September will be the only open enrollment period each year thereafter. **Any employee not enrolling during the open enrollment period will not be eligible for enrollment until the following year.**

REQUIREMENTS FOR JOINING THE BANK:

- The employee must have a minimum of one (1) year of uninterrupted service with the Florida Keys Aqueduct Authority.
- The employee must have, and maintain a minimum sick leave balance of forty-eight (48) hours in their personal sick leave account to be eligible to join the bank and re-enroll each year.

MEMBERSHIP:

- The employee must contribute three (3) days of their sick leave balance to the bank for their initial enrollment, and one (1) day per year for each subsequent year thereafter, in order to remain enrolled in the sick leave bank.
- An employee may withdraw from membership, by writing to the Human Resources Office, at any time; however, prior contributions made to the bank will not be returned to the withdrawing member.

- Current participating members may be asked to donate additional days if the bank should become depleted; however, such additional days shall in no event exceed three (3) days per calendar year.

ELIGIBILITY FOR BENEFITS:

- The employee must have exhausted all leave available to them, prior to requesting sick leave from the bank.
- The employee will be eligible for benefits from the Sick Leave Bank following fifteen (15) work days of paid or unpaid absence.
- Any employee enrolled in the Sick Leave Bank may, upon proper application, be eligible to receive up to sixty (60) work days from the bank within a twelve (12) month period, utilizing a rolling twelve (12) month period, measuring backward from the date an employee begins using leave.
- Any leave transferred from the bank, remaining in the employee's sick leave account upon the employees return to work, resignation or retirement, will immediately be returned to the Sick Leave Bank.
- No leave (annual, sick or optional) will be accrued while the employee is on extended sick leave obtained from the Sick Leave Bank.

ADMINISTRATION:

- The Human Resources Office Staff will administer the Sick Leave Bank.
- Requests for leave from the Sick Leave Bank will be sent, in writing to the Human Resources Office, in a sealed envelope marked "confidential", and addressed to the Sick Leave Bank.
- The Human Resources Office will determine if the employee has met all the criteria to be eligible to obtain leave from the Sick Leave Bank.
- The Manager of Human Resources has the right to waive annual contributions to the Bank, if, in her opinion, the Bank is sufficiently funded for that year.

EXCLUSIONS:

- Any illness or condition not fully documented by a qualified physician.
- Any elective cosmetic surgery or reconstructive surgery (other than medically necessary as determined by the doctor) will not be considered.
- Any illness or injury covered by Worker's Compensation, no-fault insurance, or any other extraneous benefits of which the member has access. *Sick Leave Bank hours will not be used to supplement Worker's Compensation benefits.*
- Any natural or C-section child birth, unless serious complications occur and are documented by the treating physician.
- Any self-inflicted injuries, such as resulting from a suicide attempt.

MISCELLANEOUS:

- The FKAA Board Members, Executive Director and FKAA Staff shall be held harmless from any liability as a result of the execution of their duties in administering the Bank, by the FKAA.
- In the event the Sick Leave Bank reaches a point of depletion and the maximum number of days has been contributed, no liability shall exist on the part of the FKAA Board Members, Executive Director and/or the FKAA Staff.
- In the event the Sick Leave Bank is dis-banded, all days remaining in the Bank, at the time of said action, will be distributed equally to all current members of the Bank, without regard to length of membership or previous use of the Bank.

Section 12. Emergency Release From Work.

Employees who are volunteer fire fighters or emergency medical technicians shall be released from work to respond to emergency calls, with the prior approval of the employee's immediate non-bargaining unit supervisor. Permission must be obtained on each such occasion, and no blanket or continuing approval to leave work will be recognized.

Section 13. Applicable Laws.

The parties agree to abide by the requirements of any valid and applicable state, county or local law or ordinance concerning employee leaves, in addition to the federal Family and Medical Leave Act, and this Agreement shall give way to the extent, if any, that may be necessary for that purpose.

ARTICLE X

GRIEVANCE PROCEDURE

Section 1. Definition and Procedure.

For the purpose of this Agreement, a grievance is any dispute or difference of opinion between the Authority and the Union, or between the Authority and any of its regular employees involving the meaning, interpretation, or application of the provisions of this Agreement provided that employee performance evaluations, violations of the no-strike clause, and discipline of employees for violations of the no-strike clause, except as provided in Article XI, Section 1, shall not be subject to the grievance procedure. It is understood that, while performance evaluations may not themselves be the subject of grievances, the Union may seek to rebut an individual performance evaluation if it is directly involved in a disciplinary, promotional, or layoff grievance. The Grievance and arbitration procedure shall be the only vehicle for resolving grievances, and grievances shall not be otherwise presented to Managers or Members of the Board of Directors. Grievances shall be handled in the following manner:

Step 1: All grievances shall first be taken up with the employee's immediate non-bargaining unit supervisor, in writing, within ten (10) working days from and after the date when the act or omission giving rise to the grievance occurs, or from and after the date when the grieving employee learns, or in the exercise of reasonable diligence should have learned of such act or omission. However, when the grievance is in response to a disciplinary action, the time for filing will start on the day when the disciplinary action form is given to the employee. The employee may, upon request, have his steward present. The written grievance shall state the nature of the grievance, the act or acts complained of and when the act occurred, the identity of the employee or employees who claim to be aggrieved, provisions of the Agreement claimed to have been violated, and the remedies sought. The supervisor shall provide an answer in writing within seven (7) working days. Failure of the supervisor to timely respond shall be considered a denial of the grievance.

Step 2: Any grievance not satisfactorily settled at Step 1 shall next be taken up in a meeting with the department head. The employee or the Union will explain in detail on the grievance form the reasons why he considers the response at Step 1 unsatisfactory. Such grievance shall be presented in writing within seven (7) working days after denial of the grievance in Step 1. The department head shall within seven (7) working days after receipt of the grievance meet with the Union and shall render his decision on the grievance in writing with a copy to the Union within three (3) working days after the meeting. Failure of the department head to timely respond shall be considered a denial of the grievance.

Step 3: Any grievance not satisfactorily settled at Step 2 shall next be taken up by the aggrieved employee or the President of the Union with the Executive Director or his designee. The employee or the Union will explain in detail on the grievance form the reasons why the response at Step 2 was not satisfactory. The grievance shall be submitted to the Director or his designee within seven (7) working days after denial of the grievance in Step 2. The Executive Director or his designee shall give a written response to the employee and the Union within seven (7) working days after receipt of the grievance. Failure of the Executive Director or his designee to timely respond shall be considered a denial of the grievance.

Step 4: If the parties are unable to reach a settlement of the grievance using the procedures outlined above,

either party may submit the grievance to arbitration by sending to the other party by certified mail within thirty (30) working days after denial of the grievance by the Executive Director or his designee or the Union President or designated representative, as appropriate, a demand for arbitration. Only grievances which have been filed in writing and processed in the manner and within the time limits set forth shall be subject to arbitration. After a demand for arbitration has been made, the party requesting arbitration must apply to the Federal Mediation and Conciliation Service within thirty (30) working days from the date of the demand for arbitration for a list of seven (7) qualified arbitrators, and from this list one (1) shall be selected by process of elimination. The other party must be provided with a copy of the request to the Federal Mediation and Conciliation Service. Either party may strike the entire list, in which event he must request another list from the Federal Mediation and Conciliation Service. The parties shall strike names from the list alternately. The moving party shall strike first. The arbitrator remaining after each party has three (3) strikes shall be named the arbitrator for the grievance.

Unless both parties agree on a different procedure, only one (1) issue may be submitted to the arbitrator in any one hearing.

The cost of arbitration, including cost of court reporter and transcript where requested by the arbitrator, shall be borne equally by the parties, except that each party shall pay the full cost of its own witnesses and investigation. Pay for time lost by Union Stewards or officials shall not apply to their participation in arbitration.

Section 2. Time Limits.

In accordance with Florida Law, an employee may elect to pursue his grievance, without Union Representation, to the Career Service Council, and in accordance with the rules and regulations for the appeal of grievances to that Council as such may exist. The employee's election of arbitration or Career Service Council must be made at any time but no later than after Step 3 set forth above and such election shall be made in writing. An election of one shall constitute a waiver of the employee(s) right to utilize the other. Nothing in this Section is intended to modify in any way the time limits and procedures under the Career Service Council.

Any extension of the time limits established by this Article must be in writing and signed by both parties. Failure to adhere to the time limits established by this Article shall result in the grievance being dismissed.

Section 3. Authority of Arbitrator.

In any dispute submitted to arbitration, the arbitrator shall be limited to rendering an award which is final and binding, and under no circumstances shall an employee be made more than whole or receive back pay for a period prior to his first filing the grievance. No award for back pay shall exceed the amount of wages the employee would have earned at this regular rate less any unemployment compensation or any other compensation from any source that he received while not working for the public employer.

An arbitrator shall not have any right to add to, subtract from, modify, amend, or ignore any terms of this Agreement, nor shall the arbitrator have power to establish wage rates or change any wage rate established by this Agreement. The arbitrator shall consider and decide only the particular issue involved in the grievance presented to him/her and his/her decision and award shall be based solely upon the arbitrator's interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance submitted. The parties will attempt to agree to a submission agreement. If they are unable to do so, the arbitrator will confine his/her decision to the grievance as written in Step 1.

Any grievance relating to the discharge of an employee shall commence at Step 3 of the Grievance Procedure. It is understood that the Employer shall have the right to offer reinstatement to a discharged employee pending the final disposition of the grievance without waiving the cause or right of discharge. The fact that the employee has been reinstated or was offered reinstatement pending arbitration will not be considered in any way by the Arbitrator; except that, if the Arbitrator orders any back pay, upon receipt of the Award, the Authority will reduce the back pay award by the monies the employee would have received had the employee accepted the interim reinstatement. The pay under this section will be calculated by multiplying the applicable straight time rate by forty (40) hours per week and then by the number of weeks the employee would have worked.

Section 4. Expedited Arbitration.

Any grievance of a disciplinary action up to and including termination of employment, except those grievances that also involve one or more issues of arbitrability or contract interpretation will be processed under this provision. Grievances regarding "Fails to Meet Expectations" evaluations will be subject to expedited arbitrations.

For expedited arbitration of grievances involving termination of employment, a decision by the arbitrator to award back pay or benefits shall be based on the time period from the effective date of the grievant's termination up to the date of the arbitrator's decision, or a maximum of six (6) months from the effective date of the Executive Director's final response at Step 3.

A panel of five (5) arbitrators will be selected and agreed upon by the parties. Each arbitrator will serve until his or her services are terminated by written notice from either party to the other party. The arbitrator will be notified that his or her services are terminated by a joint letter from both parties. The arbitrator will conclude his or her services by deciding any grievances heard before the date of the joint letter notifying him or her of termination of services. A successor arbitrator will be selected and agreed upon by the parties.

Arbitrators will be assigned grievances in rotating order designated and agreed upon by the parties. If a grievance is postponed after an arbitrator has been assigned, the grievance will continue to be assigned to the same arbitrator. If a grievance is settled, cancelled or withdrawn after an arbitrator has been assigned but before the arbitrator decides the grievance, that arbitrator will be the next arbitrator in the rotation order to be assigned a grievance.

If an arbitrator is not available for a hearing within thirty (30) working days after receiving an assignment, the grievance will be passed to the next arbitrator in the rotational order. If no arbitrator can hear the case within thirty (30) working days, the case will be assigned to an arbitrator who can hear the case at the earliest date.

Procedure for Expedited Arbitration

The parties will notify the arbitrator by joint letter of the intent to proceed to expedited arbitration. The arbitrator and the parties will agree to a hearing date. Before the hearing, the parties may submit to the arbitrator a joint stipulation of any facts that the parties agree are not in dispute.

The hearing will be generally conducted the same as any other arbitration hearing. The hearing will be informal without formal rules of evidence. However, the arbitrator must be satisfied that the evidence submitted is relevant and of a type on which he or she can reasonably rely, that the hearing is in all respects a fair one, and that all facts reasonably obtainable and necessary for a fair decision are brought before the arbitrator.

A transcript of the hearing is not required. However, either party, at the party's own expense, may order a court reporter to attend the hearing. If either party orders a transcript of the hearing, the other party will be furnished a copy by the party ordering the transcript.

Upon completion of the arbitration hearing, the arbitrator will render a bench decision consistent with the Agreement, including but not limited to Article X. However, if the arbitrator requires additional time to consider his/her decision, he/she will render his/her decision within fourteen (14) days of the arbitration hearing.

The decision of the arbitrator will determine the grievance, however, it will only apply to the grievance being arbitrated and will not set practice or precedent.

The time limits above may be extended by written agreement of the parties or at the arbitrator's request.

The decision of the arbitrator will settle the grievance, and the Company, Union and grievant agree to abide by such decisions. The compensation and expenses of the arbitrator and the general expenses of the arbitration will be borne by the Company and the Union in equal parts. Each party will bear the expense of its representatives and witnesses. Any expenses incurred because of any cancellation or postponement of an expedited arbitration hearing will be borne by the party requesting such cancellation or postponement.

Section 5. Accelerated Grievance Procedures.

By mutual agreement of the parties, any grievance may start at a higher step in the Grievance Procedure.

ARTICLE XI

STRIKES AND LOCKOUTS

Section 1. No Strikes.

The parties hereby recognize the provision of Chapter 447 of the Florida Statutes which define strikes, prohibit strikes, and establish penalties in the case of a strike and incorporate those statutory provisions herein by reference. The parties further agree that the Authority shall have the right to discharge or otherwise discipline any employee(s) who engage(s) in any activity defined in Section 447.501 (2) (e) of the Florida Statutes, at its discretion; except if an employee is absent because of illness during such work stoppage, such employee shall not be subject to the foregoing disciplinary provisions. Disputes of fact between the Authority and the Union as to whether the employee was absent because of sickness shall be settled under the grievance procedure of this Agreement.

Section 2. No Lockouts.

The Authority agrees that it will not lockout employees.

Section 3. Picket Line Clause.

No employee shall refuse to cross a picket line at a customer's establishment. Any such refusal will be considered a gross insubordination and grounds for immediate discharge unless the employee is threatened with physical harm for doing so.

Section 4. Unfair Labor Practice.

The Authority or its representative recognize the provisions of Chapter 447 of the Florida Statutes which defines unfair labor practices as stipulated in Section 447.501 of the Statute.

ARTICLE XII

MISCELLANEOUS

Section 1. Non-Discrimination.

Neither the Authority nor the Union will unlawfully discriminate against any employee on account of such employee's race, color, religion, sex, age or national origin, although neither the Authority nor the Union waives any rights or privileges otherwise provided by law. Neither will the Authority discriminate against any employee on account of lawful Union activity. The provisions of this Section shall be subject to Article X provided that, the employee must make an election of remedies before proceeding to Arbitration. Any employee electing to proceed to arbitration agrees that the arbitration decision shall be final and binding and knowingly waives the right to file any charges with any state or federal agency or any lawsuit, which alleges the same actions as discriminatory under any state or federal law. An election to proceed before the appropriate state or federal agency or court shall constitute a waiver of the right, if any, to proceed to arbitration under Article X.

Section 2. Travel Expense.

When an employee is assigned to work outside the employee's base work area and cannot return to his/her base area for the meal or is required to be away from the employee's base work area over night, the employee will be reimbursed Per Diem, Meals and Expenses at the maximum permitted by the State of Florida for similar classifications of State employees. Mileage will be reimbursed at the IRS rate.

Section 3. Health and Safety.

The maintenance of proper health and sanitation conditions and the observance of all laws relating to health and safety are of mutual concern to the Authority, the Union and employees.

Section 4. Effect of Laws.

In the event any Federal or State law conflicts with the provisions of this Agreement, the provision(s) so affected shall no longer be operative or binding upon the parties. The remaining portion of the Agreement shall continue in full force and effect.

Section 5. Uniforms and Identification.

To the extent to which employees are required to wear a uniform or equipment, the Authority will provide the uniform or equipment, including safety shoes. The Authority will provide one pair of safety shoes per year to all field employees. The annual replacement of safety shoes will coincide with the replacement of uniforms. Uniforms, including shirts, which are provided by the Authority, must be worn by employees at all times during working hours. The Authority provides a choice of uniform hats. The choice of hats may vary from year to year. Uniform hats are replaced on an as needed basis by completing and sending a requisition to the Purchasing Division. If the Authority supplies an identification badge or other source of identification such as a hat, it must be worn at all times the employee is on duty.

The CWA insignia may be placed on the sleeve of a Union Member's uniform, at the Union's expense.

Section 6. Discipline and Discharge.

Regular unit employees shall be subject to discipline, up to and including discharge, for just cause.

Section 7. Reprimands.

A reprimand or a suspension given to an employee shall remain in effect for a period not to exceed twelve months (twenty-four months for a suspension) of active service from the date the employee is given the reprimand or suspension after which time it shall have no effect unless the employee receives another written reprimand for any reason during the period the reprimand or suspension was in effect. Prior to the reprimand and/or suspension being scanned into the employee's personnel file, the date that the document will remain active will be written on the bottom of the document by the Manager of Human Resources. Reprimands and suspension notices, which no longer have an effect on the employee, shall remain in the employee's personnel file. If an employee is to receive a reprimand he will receive the reprimand within a reasonable period of time not to exceed thirty (30) calendar days after management has knowledge that the incident occurred.

Section 8. Review of Personnel File.

In order to ensure the employee's file is current, the employee will be allowed once per year to review his/her file, to be scheduled through the Human Resources Office. No disciplinary action will be placed in the employee's file without the employee first seeing and initialing it.

Section 9. Tuition Refund Program.

To encourage employees to pursue educational programs which will expand the employee's skills and knowledge, the FKAA provides a Tuition Refund Program. The following is an outline of the Tuition Refund Program:

1. ELIGIBILITY

All full time, regular employees who have completed one (1) full year of service with the Authority are eligible for the Tuition Refund Program.

2. APPROVED COURSE WORK

Any course given by a recognized accredited educational institution, approved correspondence course, or approved training course which is directly related to the employee's present work or future work. Elective Courses for Degree Seeking students will be approved based on identified needs associated with the degree. Internet course work must be through an accredited program and will be approved on an individual basis by the Executive Director.

3. APPROVAL

Approval must be given by the Department Manager, the Manager of Human Resource and the Executive Director.

4. REIMBURSEMENT:

The FKAA will provide reimbursement for tuition, books, and other fees charged by the institution as follows:

Accredited Course Work:

Maximum Allowable Fiscal Year Reimbursement per employee: **\$1,500.00**

Requirements: Successful completion of the course and presentation of certificate of completion. If grades are given, a grade of A or B must be achieved for 100% reimbursement or a grade of C must be achieved in the class for 50% reimbursement.

Degree Seeking: Associates Degree

Maximum Allowable Reimbursement per employee in an Associate's Degree seeking program: **\$3,000.00**, not to exceed \$1,500.00 per Fiscal Year Reimbursement per employee.

Requirements: Successful completion of the course and presentation of certificate of completion. If grades are given, a grade of A or B must be achieved for 100% reimbursement or a grade of C must be achieved in the class for 50% reimbursement.

Degree Seeking: Bachelor's Degree

Maximum Allowable reimbursement per employee in a Bachelor's Degree seeking program: **\$6,000.00**, not to exceed \$3,000.00 per Fiscal Year Reimbursement per employee.

Requirements: Successful completion of the course and presentation of certificate of completion. If grades are given, a grade of A or B must be achieved for 100% reimbursement or a grade of C must be achieved in the class for 50% reimbursement.

Degree Seeking: Master's Degree

Full or Partial Reimbursement for expenses incurred relative to the acquisition of a Master's Degree by an employee will be individually considered by the Board on its merits.

Minimum requirements for consideration: The Employee must demonstrate a direct and substantive benefit to the FKAA by his/her acquisition of a Master's Degree. Successful completion of the course and presentation of certificate of completion. If grades are given, a grade of A or B must be achieved.

5. LIMITATION

The Tuition Refund is limited to a maximum reimbursement per employee per program.

6. PROCEDURE:

Application for approval of tuition under this program must be made and approved prior to the enrollment in the course or courses to be studied.

The application form should be completed by the employee requesting tuition refund and submitted to his/her Department Manager at least one (1) month prior to the start of the course.

For Degree Seeking employees, application for approval of tuition refund for this program must be made and approved as part of the Authority's Annual Budget preparation process (which requires submission to the employee's Department Manager by May 1st prior to the start of the fiscal year).

The employee will be notified of approval or disapproval by return copy of this form, after sign-off by all parties.

Employees must pay costs for tuition, books, fees, etc. directly to the educational institution. Upon successful completion of the approved course, the employee shall submit a Memorandum to the Manager of Human Resources requesting reimbursement of authorized costs. This memorandum should be signed by the employee, his/her supervisor, and the Department Manager.

The employee must provide copies of receipts for all course related expenditures (tuition, books, fees, etc.) for which reimbursement is being requested. The receipts must be attached to the memorandum from the employee requesting reimbursement.

The employee must provide evidence of successful completion of the course, including proof of grade earned in the course if applicable.

Requests for reimbursement under the Tuition Refund Program must be submitted, in writing, within thirty (30) days after completion of the course. Requests submitted after thirty (30) days from completion will not be considered unless otherwise justified.

RESTRICTION

Should an employee, who has received reimbursement for tuition expenses, voluntarily or involuntarily leave the employee of the Authority within twenty-four (24) months from the receipt of the tuition reimbursement, the employee will be responsible for repaying the Authority for all applicable reimbursed funds.

Section 10. Deferred Compensation Plan

Employees covered by this Agreement shall be eligible to participate in any Deferred Compensation Plan, available to all other employees.

ARTICLE XIII

CHECKOFF OF DUES

Section 1. Authorization.

The Authority agrees to make deduction of Union dues from the pay check of any employee covered by this Agreement upon written authorization signed by the employee directing the Authority to make such deduction and transmit an amount to the Union. The deduction authorization shall continue until one of the following occurs:

- (a) the employee gives written notice to the Authority and Union revoking the dues deduction authorization;
- (b) the employee is terminated; or
- (c) the employee is transferred out of the bargaining unit.

The dues deduction cancellation shall be effective thirty (30) days following the day it is received by the Authority.

Section 2. Remission of Dues to Union.

The amounts to be deducted as dues shall be certified to the Authority by the Secretary-Treasurer of the Communications Workers of America. The Authority agrees to remit such dues deducted to the Secretary-Treasurer of the Communications Workers of America on a monthly basis. The Communications Workers of America shall pay the Authority an initial lump sum payment of \$750.00 as an administrative fee for the check off. The Authority shall submit a monthly list of all additions or deletions of employees in the bargaining unit, the names of employees on whose behalf dues have been deducted, employee identifying numbers, date of employment of additions, date of termination, or date of transfer out of the bargaining unit for deletion. The payroll deduction will be made in the first pay period in each calendar month.

Section 3. Indemnification.

The Union will indemnify, defend, and hold the Authority harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or on account of any payroll deduction of Union dues. The Union agrees that in case of error, proper adjustment, if any, will be made by the Union with the affected employee.

ARTICLE XIV

UNION REPRESENTATION

Section 1. Visitation.

A duly authorized representative of the Union shall be permitted on the Authority's premises for the purpose of investigating grievances, adjusting grievances, or ascertaining whether the Agreement is being enforced. Permission for such visitation will be obtained in advance from the Manager of Human Resources and such permission will not be unreasonably withheld.

Section 2. Non-Interference with Production or Services.

The investigation, handling, or adjustment of grievances shall, insofar as it is practical, be conducted by employees and Union representatives during non-working hours. If grievance matters must be attended to during regular working hours, the Union Representative must receive permission from his/her immediate supervisor prior to taking time off. The handling of grievances during regular working hours will be done so as to cause a minimum of interference with production or services and employees will not be paid for time spent on such grievances. Requests for time off will not be unreasonably withheld.

Section 3. Union Leave of Absence.

Employees designated by the Union will be granted a leave of absence upon request of the Union President or his/her designee for Union Business. Such leave will be treated as personal leave. Leave under this Section must be requested as soon as the need for the leave is known. Permission for such leave may be withheld if operational considerations so require. Such leaves will be considered as time worked for the purpose of seniority, accrual, overtime and other fringe benefits, provided that such leave does not exceed ten (10) consecutive workdays.

Section 4. Union Postings.

The Union shall be permitted space at each area location for the purpose of placing and maintaining a Union bulletin board at the Union's expense. The use of this bulletin board will be for Union notices only, and be of a businesslike, non-inflammatory nature. There will be no posting of any type supporting or opposing employees running for Union office. All notices posted must be signed by a representative of the Union. Prior to posting, a copy of the posting must be provided to Human Resources for approval. Approval will not be withheld if the posting complies with the requirements of this Section.

Section 5. Request for Information.

Upon request in writing, the Union shall be furnished with any information reasonably necessary and relevant to any question of interpretation of this Agreement or its enforcement; provided that no information of a confidential nature will be supplied unless upon written authorization of any person(s) about whom the information concerns.

Section 6. Union Representation.

Any employee is entitled, upon request, to have a Union representative present in any meeting or discussion with the Authority in which the employee reasonably fears that the interview will adversely affect his continued employment, provided that no Union representative shall obstruct, impede, or prevent any investigation, or counsel any employee to not answer or fully cooperate in any investigation. The Union representative, or the supervisor of the employee who requests Union representation, must request time off from the Union representative's supervisor.

Section 7. Collective Bargaining.

Union Representatives of the Bargaining Committee in meetings with Management during bargaining on wages, hours of employment, working conditions and other general conditions of employment, and in the employ of the Authority, shall suffer no loss in pay for time consumed in meetings with the Authority. The number of representatives in the employ of the Authority will not exceed two (2). Time off under this Section is not charged to Section 3, Union Leave of Absence.

ARTICLE XV

INSURANCE

Section 1.

The Florida Keys Aqueduct Authority will absorb any increase in the cost of the employee's Group Health Plan during the Contract period. The Authority will also subsidize a portion of the cost of dependent coverage during this Contract period. The employee who elects dependent health coverage, during this Contract period, will be responsible for \$380.10 for coverage of one dependent, or \$545.21 for family coverage, per month.

Employees will be covered by the employee group plan and be eligible to participate in dependent coverage beginning the first of the month following their hire date.

Section 2. Dental Insurance.

The Authority agrees to provide a dental plan of its choice, at its cost. The effective date of dental coverage for new hires will be based on the plan guidelines in effect at the time of hire. Employees who elect dependent coverage will be responsible for 100% of the dependent cost each month.

ARTICLE XVI

WAGES

Effective October 1, 2016 the Bargaining Unit employees will receive a Cost of Living Adjustment (COLA). Each employee will be subject to a performance review. The minimum of the Bargaining Unit Pay Table will not be adjusted by the Cost of Living Adjustment. The maximum of the Bargaining Unit Pay Table will be adjusted by the Cost of Living Adjustment.

Section 1. Definition.

- (a) *Promotion* is defined as a transfer to a job classification with a higher Salary Range.
- (b) *Lateral transfer* is defined as a transfer to a job classification with the same Salary Range.
- (c) *Demotion* is defined as a transfer to a job classification in a lower Salary Range.

Section 2. Pay Upon Promotion.

(a) When an employee is promoted, the employee will be placed within the appropriate Salary Range, based on their prior knowledge, skills and experience. Continued movement through the Salary Range to the maximum of the Salary Range will be as provided in Article XIX, *Performance Evaluations*.

(b) The employee will be eligible for a merit increase on October 1 of each year, after they have worked for the Authority for at least one full year, as provided in Article XIX, *Performance Evaluation*. However, any employee at the maximum of their respective Salary Range will not be eligible for a merit increase.

(c) Any bargaining unit employee promoted into a higher Salary Range will receive a minimum 5% increase. In no case shall the employee's salary be adjusted above the maximum of the new Salary Range.

Section 3. Pay Upon Lateral Transfer.

Upon a lateral transfer, the employee will continue at the same salary as held prior to the lateral transfer. The employee will be eligible for a merit increase on October 1st, provided they have worked for the Authority for at least one full year, and they are not at the maximum of their Salary Range, as provided in Article XIX, *Performance Evaluation*.

Section 4. Pay Upon a Demotion.

An employee who is demoted will be paid at a lower salary within the lower Salary Range. The affected employee's base pay will be reviewed and adjusted based on the duties and responsibilities of the new position. The

employee will be eligible for a merit increase on October 1st, provided they have worked for the Authority for at least one full year, and they are not at the maximum of their Salary Range, as provided in Article XIX, *Performance Evaluation*.

Section 5. Pay for New Hire Employees.

Upon hiring, an employee will be paid no less than the entry level of the Salary Range to which the employee's job classification is assigned. The Aqueduct Authority reserves the right to pay a salary within the appropriate Salary Range, depending upon the employee's prior training, experience and licenses. If there are employees in the same classification and same Salary Range with equal training, experience and licenses to that of the new hire, those employees in the same classification and Salary Range with such training, experience and licenses who are paid at a lower salary in the Salary Range will be placed at the same salary in the Salary Range as the new hire.

Section 6. Future General Wage Adjustments and Merit Increases.

(a) **General Wage Adjustments.**

Effective October 1, 2016 all employees will receive a Cost of Living Adjustment, each October 1st of the three year Contract, equal to the CPI-U for Miami/Ft. Lauderdale as of June of each year, with a minimum of not less than 1% and a maximum not more than 3%. The General Wage increases shall only be for the Contract period of 2016-2019 fiscal years, and all future increases shall be negotiated by the parties.

(b) **Merit Wage Increase.**

Each employee will be subject to a performance review for consideration of a merit wage increase on October 1st of each year. Any person who has been employed less than one (1) year, as of October 1st of each year, is eligible for a merit increase. Any employee at the maximum of their respective Salary Range will not be eligible for a merit increase. Employees who receive a "meets expectations" will not receive a merit increase. Employees who receive an "exceeds expectations" on their performance evaluation, and are not at the maximum of their Salary Range, will receive a merit increase of 1%. Employees who receive an "outstanding" review, and are not at the maximum of their Salary Range, will receive a two percent (2.0%) merit increase. Any employee receiving a "fails to meet expectations" review will be given ninety (90) additional calendar days to improve their performance to a minimum of "meets expectations". If the employee achieves "exceeds expectations", or above, after their ninety (90) day reassessment evaluation, they will receive a merit wage increase as described above. If an employee, at the end of the additional ninety (90) days, still "fails to meet expectations", this will be grounds for disciplinary action, up to and including termination.

Section 7. No General Wage Adjustment Increases After Contract Termination.

There will be no general wage adjustment increases after this Agreement has been terminated and/or reopened until a new Agreement is ratified.

Section 8. Longevity Pay.

Each employee covered by this Agreement shall be entitled to longevity pay after five (5) years of continuous service. Longevity pay will be calculated by multiplying the number of years of service by \$60.00. Upon retirement an employee will receive a pro rata share of their longevity pay if the retirement date is different from the anniversary date.

ARTICLE XVII

PAYROLL DEDUCTION - C.O.P.E.

The Authority agrees to make collection of CWA-COPE-PCC payments, so long as the Information System can handle the extra deduction and at least ten percent (10%) of the employee population commits to the enrollment in COPE. This Bargaining Unit employee deduction would be handled through payroll deduction upon the order in

writing, signed by such employee, and to pay over the amount thus deducted to the CWA-COPE-PCC once each month.

ARTICLE XVIII

PAYROLL DEDUCTION - C.W.A. LEGAL SERVICES

The Authority agrees to make collection of CWA Legal Services payments, so long as the Information System can handle the extra deduction and at least ten (10%) of the employee population commits to the enrollment in CWA Legal Services. The Bargaining Unit employee deduction would be handled through payroll deduction upon the order in writing, signed by such employee, and to pay over the amount thus deducted to the CWA Legal Services once each month.

ARTICLE XIX

PERFORMANCE EVALUATIONS

For the fiscal years October 1, 2016 to September 30, 2019, employees will be eligible for a merit increase, as long as the employee is not at the maximum of their Salary Range. For the period ending October 1, 2016, the Parties agree to use the current Performance Evaluation form. The Parties will work together to develop a new Performance Evaluation form. If the Parties are not able to agree on a new Performance Evaluation form, the current Performance Evaluation form will be used for the remainder of the Agreement.

Section 1. Annual Performance Evaluations.

Prior to October 1st of each year, all employees will be evaluated by the Authority. The initial evaluation will be prepared by the employee's immediate Supervisor and/or Manager. The evaluation must be approved by the Department Manager before it is given to the employee.

Each employee will be evaluated as "Outstanding" (5 points); "Exceeds Expectations" (4 points); "Meets Expectations" (3 points); or "Fails to Meet Expectations" (1 or 2 points). Employees whose overall evaluation is "Outstanding" or "Exceeds Expectations" will receive a merit increase as provided in Article XVI. Subject to Article XVI, Section 6, the merit increase will be effective on October 1st of each year, provided the employee is not at the maximum of their respective Salary Range.

Section 2. "Fails to Meet Expectations" Evaluation and Reassessment Evaluation.

A regular employee who "fails to meet expectations" (Needs Improvement) on the Performance Evaluation will be advised of the reasons for failure to meet expectations and the steps/actions necessary to improve future performance to a "Meets Expectations" level. An employee who "fails to meet expectations" will be reevaluated within ninety (90) days after the initial "fails to meet expectations" evaluation. On the reassessment evaluation only the factors which were rated "Needs Improvement" will be re-evaluated. If the employee, following the reassessment evaluation, still "fails to meet expectations" by not obtaining a minimum accumulative evaluation of "Meets Expectations", the employee who fails to meet expectations on his/her reassessment evaluation will not receive a merit increase for that year and will be subject to disciplinary action, up to and including termination.

Section 3. Evaluation Subject to Grievance Proceedings.

Evaluations of "fails to meet expectations" are subject to the Grievance Procedure under Article X. Grievances arbitrated under this provision will be subject to Article X, Section 4 Expedited Arbitration. Should the employee subsequently, upon re-evaluation, "meet expectations", or above, the grievance will be withdrawn.

ARTICLE XX

WAIVER AND ENTIRE AGREEMENT

The parties acknowledge that during the negotiations resulting in this Agreement, each had the unlimited right (except as limited by law) and opportunity to make demands and proposals with respect to any and all subjects or matters and that the understandings and agreements arrived at by the parties are set forth in this Agreement. Therefore, the Authority and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

All rights and duties of both parties are incorporated into this Agreement. This Agreement constitutes the entire Agreement between the parties and concludes collective bargaining for its term. Nothing herein shall be construed to prevent the parties from amending or supplementing this Agreement during its term by mutual agreement.

ARTICLE XXI

DURATION

This Agreement dated this 1st day of October, 2016 and the provisions hereof, shall become effective upon ratification by both parties and shall remain in full force and effect through September 30, 2019.

FLORIDA KEYS
AQUEDUCT AUTHORITY

COMMUNICATION WORKERS
OF AMERICA, AFL-CIO

By: Kirk Zuelch
Executive Director

By: Paul Bouchard
Staff Representative

Date

Date

By: John Sweeting
President, CWA Local 3177

Date

APPENDIX A

JOB CLASSIFICATIONS WITH SALARY RANGES

Admin. Secretary – Water Quality Division	\$40,944 - \$62,693.64
Administrative Aide*	\$40,944 - \$62,693.64
Billing Specialist	\$40,944 - \$62,693.64
Buyer	\$49,816 - \$78,908.82
Construction Equipment Operator	\$47,598 - \$72,882.56
Construction Foreman	\$58,686 - \$92,959.00
Construction Worker A	\$49,816 - \$78,908.82
Construction Worker B	\$45,379 - \$69,484.87
Construction Worker C	\$43,161 - \$66,088.21
Construction Worker D	\$40,944 - \$62,693.64
Customer Service Clerical Asst.	\$40,944 - \$62,693.64
Customer Service Field Representative	\$45,379 - \$69,484.87
Customer Service Representative	\$38,726 - \$59,296.98
Data Control Clerk*	\$36,508 - \$55,901.36
Delinquent Accounts Clerk	\$40,944 - \$62,693.64
Diesel Mechanic*	\$49,816 - \$78,908.82
Distribution System Operator A (with FDEP Level I License)	\$49,816 - \$78,908.82
Distribution System Operator A (without FDEP Level I License)	\$47,598 - \$72,882.56
Distribution System Operator B	\$43,161 - \$66,088.21
Distribution System Operator C	\$40,944 - \$62,693.64
Distribution System Operator D	\$38,726 - \$59,296.98
Draftsman	\$43,161 - \$66,088.21
Electrical/Electronic Systems Technician	\$58,686 - \$92,959.00
Electrician*	\$52,033 - \$82,402.84
Electronic/Instrument Technician*	\$58,686 - \$92,959.00
Engineering Technician	\$54,251 - \$85,932.87
Facilities Maintenance Mechanic A	\$49,816 - \$78,908.82
Facilities Maintenance Mechanic B	\$47,598 - \$72,882.56
Facilities Maintenance Mechanic C	\$45,379 - \$69,484.87
Facilities Maintenance Mechanic D	\$43,161 - \$66,088.21
Facility Maintenance Foreman*	\$58,686 - \$92,959.00
Field Office Clerical Asst.	\$40,944 - \$62,693.64
Finance Specialist	\$43,161 - \$66,088.21
Fleet Maintenance Foreman*	\$58,686 - \$92,959.00
Garage Mechanic A	\$49,816 - \$78,908.82
Garage Mechanic B	\$47,598 - \$72,882.56
Journeyman Electrician	\$52,033 - \$82,420.84
Journeyman Electrician Inspector	\$52,033 - \$82,420.84
Lead Pipeline Controlman*	\$56,469 - \$89,445.92
Lead W.T.P. Operator*	\$58,686 - \$92,959.00
Leak Control Technician A (with FDEP Level I License)	\$49,816 - \$78,908.82
Leak Control Technician A (without FDEP Level I License)	\$47,598 - \$72,882.56
Leak Control Technician B	\$43,161 - \$66,088.21
Leak Control Technician C	\$40,944 - \$62,693.64

Mail Clerk Cashier Coordinator*	\$49,816 - \$78,908.82
Mail Clerk/Cashier*	\$34,291 - \$52,506.78
Maintenance Office Clerical Assistant	\$40,944 - \$62,693.64
Master Electrician	\$56,469 - \$89,445.93
Mechanical/Instrument Technician*	\$54,251 - \$85,932.86
Meter Repairman*	\$45,379 - \$69,484.87
Meter Shop Foreman*	\$52,033 - \$82,420.84
Office Service Assistant	\$29,855 - \$45,712.44
Office Supply Inventory Control Clerk*	\$43,161 - \$66,088.21
Pipeline Controlman	\$52,033 - \$82,420.84
Pipeline Controlman Apprentice	\$45,379 - \$69,484.87
Pipeline Controlman Trainee	\$43,161 - \$66,088.21
Plant O & M Mechanic A	\$49,816 - \$78,908.82
Plant O & M Mechanic B	\$47,598 - \$72,882.56
Plant O & M Mechanic C	\$45,379 - \$69,484.87
Plant O & M Mechanic D	\$43,161 - \$66,088.22
Procurement & Inventory Control Coordinator	\$52,033 - \$82,420.84
Pump Station Operator Trainee (K.W. & S.I.)*	\$40,944 - \$62,693.64
Records Data Entry Clerk	\$34,291 - \$52,506.79
Records Shredding Clerk	\$15,080 - \$23,089.94
R.O. Facility Foreman	\$58,686 - \$92,959.00
R.O. Plant Operator - A License	\$54,251 - \$85,932.87
R.O. Plant Operator – A License/Lab Technical Director	\$60,904 - \$96,471.02
R.O. Plant Operator B	\$49,816 - \$78,908.82
R.O. Plant Operator –B License/Lab Technical Director	\$56,469 - \$89,445.92
R.O. Plant Operator C	\$45,379 - \$69,484.87
Senior Cashier	\$40,944 - \$62,693.64
Senior Customer Service Clerical Assistant	\$43,161 - \$66,088.21
Senior Customer Service Representative	\$43,161 - \$66,088.21
Senior Facilities Mechanic	\$54,251 - \$85,932.87
Senior Garage Mechanic	\$54,251 - \$85,932.87
Senior Water Quality Control Technician	\$54,251 - \$85,932.87
Senior Welder/Mechanic*	\$54,251 - \$85,932.87
Stock Island Plant Operator	\$49,816 - \$78,908.82
Storekeeper	\$40,944 - \$62,693.64
Valve/Hydrant & Meter Technician A	\$52,033 - \$82,420.84
Valve/Hydrant & Meter Technician B	\$49,816 - \$78,908.82
Warehouse Helper*	\$36,508 - \$55,901.36
Waste Water Liaison Coordinator*	\$52,033 - \$82,420.84
Wastewater Maintenance Mechanic A	\$49,816 - \$78,908.82
Wastewater Maintenance Mechanic B	\$47,598 - \$72,882.56
Wastewater Maintenance Mechanic C	\$45,379 - \$69,484.87
Wastewater Maintenance Mechanic D	\$43,161 - \$66,088.21
Wastewater Maintenance Mechanic Foreman	\$58,686 - \$92,959.00
Wastewater Treatment Plant Operator – A License	\$54,251 - \$85,932.87
Wastewater Treatment Plant Operator – B License	\$49,816 - \$78,908.82
Wastewater Treatment Plant Operator - C License	\$45,379 - \$69,484.87
Wastewater Treatment Plant Operator Trainee	\$43,161 - \$66,088.21

Wastewater Vacuum Truck Operator/Mechanic C	\$45,379 - \$69,484.87
Water Quality Control Technician	\$52,033 - \$82,420.84
Water Quality Control Technician Assistant A*	\$40,944 - \$62,693.64
Water Quality Control Technician Assistant B*	\$38,726 - \$59,296.98
Water Treatment Plant Facilities Maintenance Foreman	\$58,686 - \$92,959.00
Water Treatment Plant Mechanic A	\$49,816 - \$78,908.82
Water Treatment Plant Mechanic B	\$47,598 - \$72,882.56
Water Treatment Plant Mechanic C	\$45,379 - \$69,484.87
Water Treatment Plant Mechanic D	\$43,161 - \$66,088.21
Water Treatment Plant Operator - A License	\$56,469 - \$89,445.93
Water Treatment Plant Operator - B License	\$52,033 - \$82,420.84
Water Treatment Plant Operator - C license	\$47,598 - \$72,882.56
Water Treatment Plant Operator "A"/Lab Tech. Director	\$63,121 - \$99,985.12
Water Treatment Plant Operator Trainee	\$43,161 - \$66,088.21
Welder/Mechanic	\$52,033 - \$82,420.84

*As of the date of this Agreement, these positions are not populated

APPENDIX B

DOCTOR'S CERTIFICATE

FLORIDA KEYS AQUEDUCT AUTHORITY

Name of Employee: _____

Job Title: _____

Date of Visit: _____

Prognosis: _____

Expected date of return to work: _____

Restrictions on ability to perform full duty: _____

Doctor's or Clinic Name: _____

Doctor or Clinic Address: _____

Doctor's Signature