

International Brotherhood of Electrical Workers Local 1990



Utility Board of the City of Key West Florida
Keys Energy Services

May 1, 2021 – April 30, 2024

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INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
PREAMBLE

THIS AGREEMENT, entered into this **28TH day of April, 2021** between the Utility Board of the City of Key West, hereinafter referred to as Keys Energy Services (KEYS) and Local Union 1990 of the International Brotherhood of Electrical Workers, AFL-CIO, hereinafter referred to as the Union, representing employees in the bargaining unit, hereinafter referred to as employee, or employees; and in consideration of the premises herein contained, it is mutually agreed that:

ARTICLE 1
PURPOSE

- 1.1 This Agreement is designed to provide the framework for orderly collective bargaining relations, to secure prompt and equitable disposition of grievances, to establish wages, hours and other working conditions, to maintain a harmonious relationship between KEYS and the Union and to prevent strikes and lockouts.
- 1.2 All employees covered by this agreement shall have the right to join or not to join the Union. Neither KEYS nor the Union, its members or agents shall interfere with, restrain, or coerce employees into membership, or because of membership in the Union. The Union further agrees that neither it nor its members will engage in Union activities on KEYS' time except as hereinafter expressly provided.
- 1.3 The Union agrees that its members will at all times, individually and collectively perform efficient work and put forth their best efforts toward obtaining the lowest possible operating cost to protect the properties and serve the best interest of KEYS.
- 1.4 Employees working within the classifications listed in EXHIBIT "A" will normally perform all of the work usually performed by employees so classified, except, however, when it becomes necessary, employees may, if qualified or trainable, be required to perform duties of another classification.

ARTICLE 2
RECOGNITION AND REPRESENTATION

- 2.1 KEYS recognizes the rights of its employees to bargain collectively through representatives of their choosing. KEYS recognizes the Union as the exclusive collective bargaining agent for all employees of KEYS working in the classifications listed in EXHIBIT "A" attached hereto.

KEYS agrees to meet with the Union and bargain collectively in the determination of the rates of pay, hours of work, and all other terms and conditions of employment for employees within the bargaining unit, upon the third anniversary of this Agreement.

ARTICLE 3
MANAGEMENT RIGHTS

- 3.1 The Union and its members recognize and agree that the Employer has the sole and exclusive right to manage and direct any and all of its operations. Accordingly, unless otherwise provided herein, the Employer specifically, but not by way of limitation, reserves the sole and exclusive right to:
- (a) decide the scope of service to be performed and the method of service;
 - (b) hire (including the right to refrain from hiring) and/or otherwise determine the criteria and standards of selection for employment;
 - (c) fire, demote, suspend or otherwise discipline for just cause;
 - (d) promote and/or otherwise establish a fair criteria and/or procedure for promotions within and without the bargaining unit, subject only to contrary provisions contained in this Agreement covering the issue of promotion;
 - (e) transfer employees from location to location and from time to time;
 - (f) layoff and/or relieve employees from duty due to lack of work or for a legitimate reason;
 - (g) rehire employees;
 - (h) determine the starting and quitting time(s) and the number of hours and shifts to be worked including the need for overtime work, subject only to contrary provisions in this Agreement;
 - (i) determine the allocation and content of job classifications;
 - (j) assign and/or reassign employees;
 - (k) formulate and/or amend job descriptions;
 - (l) merge, consolidate, expand, curtail or discontinue operations, temporarily or permanently, in whole or in part, whenever, in the sole discretion of the Employer when a good business judgment makes such curtailment or discontinuance advisable;
 - (m) contract and/or subcontract any existing or future work for any reason, provided the same does not have the effect of abolishing jobs, causing layoffs, or does not affect the base pay earnings of the present employees;
 - (n) expand, reduce, alter, combine, assign or cease any job;
 - (o) determine whether and to what extent the work in its operation shall be performed by employees covered by this Agreement;

ARTICLE 3 (Continued)
MANAGEMENT RIGHTS

- (p) control the use of equipment and property of the Employer;
 - (q) determine the number, location, and operation of headquarters, annexes, plants, substations and/or divisions thereof;
 - (r) schedule and assign the work to the employees and determine the size and composition of the work force;
 - (s) determine the services to be provided to the public, and the maintenance procedures, materials, facilities, and equipment to be used, and to introduce new or improved services, maintenance procedures, materials, facilities and equipment;
 - (t) take whatever action may be necessary to carry out the mission and responsibility of the Employer, in unusual and/or emergency situations;
 - (u) formulate, amend, revise and implement policies, procedures, rules and regulations;
 - (v) establish, amend, revise and implement any programs and/or procedures;
 - (w) require employees to observe and obey the Employer's policies, procedures, rules and regulations.
- 3.2 The above rights of the Employer are not all-inclusive but indicate the type of matters or rights, which belong to and are inherent to the Employer in its general capacity as management. Any of the rights, powers, and authority that the Employer had prior to entering into this collective bargaining agreement are retained by the Employer, except as specifically abridged, delegated, granted or modified by this Agreement.
- 3.3 If the Employer fails to exercise any one or more of the above functions from time to time, this will not be deemed a waiver of the Employer's right to exercise any or all of such functions.
- 3.4 The foregoing rights of management are subject to the applicable terms of this Agreement and will not be exercised in an arbitrary or capricious manner.
- 3.5 All rights of management not expressly and specifically limited by this Agreement are hereby reserved exclusively to KEYS and are not to be subject to arbitration.

ARTICLE 3 (Continued)
MANAGEMENT RIGHTS

- 3.6 Each newly hired employee shall be considered a probationary employee until he/she has completed six (6) months of continuous employment with KEYS and will not be covered by the terms of this Agreement except those in Articles 5, 6, 7, 8, 9, 10.1, 10.2, 10.5, 10.14, 11, 12.1, 12.2, 12.4, 12.6, 13, 14, 15, 19, 20.1, 20.2, 20.3 (a), 20.3 (c), 20.4, 23, 24, 26, 32, 33, 35, and 38. Except the termination of such employees will not be subject to the arbitration provision of Article 22. During the probationary period, his/her retention as an employee is solely at the discretion of KEYS, but upon the completion of the probationary period, the employee shall be considered as a regular employee and subject to all the provisions of this Agreement. Employees in their new hire probationary period shall accrue sick and vacation leave from the date of hire but shall not be eligible to use any sick leave or to use or receive any form of compensation for any vacation leave until the newly hired employee becomes a regular employee.

ARTICLE 4
SCOPE OF AGREEMENT

- 4.1 This Agreement shall apply to and cover all employees working in the Departments and classifications listed in EXHIBIT "A". It is agreed that all negotiable matters to be proper subjects for collective bargaining between KEYS and the Union are included in this Agreement, including any extension of its terms. No further or other matters pertaining to rates of pay, wages, hours, or other working conditions whether or not covered by this Agreement shall be subject to further negotiations, except that it may be amended at any time, as provided for in Article 29.1.
- 4.2 Should any provisions of this Agreement, or any part thereof, be rendered or declared invalid by reason of any existing or subsequently enacted legislation - - either Federal, State and/or Local - or by any decree of a court of competent jurisdiction, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement. The parties will meet within thirty (30) days in order to negotiate a successor provision.
- 4.3 The Non-Contributory Group Retirement Plan and Group Insurance Plan covering bargaining unit employees are subject to change through collective bargaining. Employees hired on or after June 1, 2010 will receive the same baseline assumptions and methods except that their retirement calculations for average final compensation will be based on a career average formula with a 2.0% annual accrual rate for each year of credited service. However, it is agreed and understood that no change to and/or disputes over the application of said plan is subject to the grievance/arbitration provisions of this Agreement.

ARTICLE 5
CHECK OFF: AUTHORIZATION AND ASSIGNMENT

- 5.1 Upon receipt of a lawfully executed written authorization from an employee within the bargaining unit, KEYS agrees to deduct the regular dues of the Union for such employee from his/her pay once per month and remit such deduction to the duly elected Financial Secretary of Local 1990, within ten (10) days from the date of deduction. The Union will notify management in writing fifteen (15) days prior to any change in the regular dues structure. It is understood that an employee may revoke the authorization for dues deduction at any time by giving thirty (30) days written notice to the Union and KEYS.
- 5.2 The Employer's remittance shall be deemed correct if the Union does not give written notice to the Employer within two (2) calendar weeks after said remittance is received on its behalf, with reasons stated therefore that the remittance is incorrect.
- 5.3 The executing and delivering of such deduction and assignment authorization shall not be a condition of employment and the parties agree there shall be no coercion or discrimination against any employee for having signed or not having signed such authorization form.
- 5.4 Provisions of the foregoing paragraphs are subject to the terms and conditions in the form of assignments hereinafter set forth.
- 5.5 The form of such authorization shall be as follows: KEYS' Payroll Deduction Authorization form.
- 5.6 In consideration of KEYS Agreement for the check-off of Union dues in accordance with the foregoing provisions, the Union will indemnify, defend and hold KEYS harmless against any and all claims (including expenses, court costs, settlements and/or judgments) of any kind made against KEYS on account of the administration of this Article.

ARTICLE 6
GENERAL WORKING CONDITIONS

- 6.1 Except in emergencies employees will not be required to work in the rain, but if working, protective rain clothing will be furnished. Employees shall be compensated for any lost time during regular working hours on account of inclement weather. It is acknowledged that KEYS has the right to assign employees to other duties not necessarily in their job classification during inclement weather.
- 6.2 KEYS will continue to furnish such tools, equipment and protective clothing as it furnished immediately prior to recognition of the Union. When due to wear or breakage, a tool, clothing, or piece of equipment is no longer safe in the judgment of the employee or his/her Supervisor, the item will be replaced by KEYS.
 - (a) Protective clothing will be furnished to employees required to work on oil spill cleanup. If not furnished, personal clothing damaged by oil shall be replaced by KEYS.

ARTICLE 6 (Continued)
GENERAL WORKING CONDITIONS

- (b) KEYS will pay for prescription safety glasses when an employee is working in an area requiring safety glasses. KEYS will pay for the glasses (lenses and frames), but KEYS will not pay for the prescription or eye exam. The lenses and frames must be approved by the Department Director. The employer agrees to replace or pay the cost of repairing an employee's prescription eye glasses excluding contact lenses, broken or damaged during the performance of his/her assigned duties, provided that such breakage or damage did not result from normal wear and tear, negligence or misuse on the part of the employee, or his/her failure to use proper eye protective equipment where provided by the employer. The decision of the Department Director will be final in any dispute arising over replacement of prescription eyeglasses.
 - (c) KEYS agree to provide safety shoes for those employees who are in job classifications that are required by O.S.H.A. regulations. KEYS will not provide more than one (1) pair of shoes per employee per year. With the exception that the employee's safety shoes are damaged due to work related conditions. KEYS' Department Director will determine if employee's safety shoes need to be replaced by KEYS.
- 6.3 For three-shift or 12-hour shift employees, and upon prior approval by the Department Director or Supervisor, employees of the same classification working regularly scheduled hours may exchange hours of work within the work week with one another, provided no overtime is created by such exchange. An employee who agrees to such an exchange of hours and who fails to perform the "exchanged work" will be docked the hours not worked and will also be subject to disciplinary action.
- 6.4 As soon as practicable after an employee knows that it will be necessary for him/her to be relieved from duty, he/she shall notify his/her Supervisor and/or Department Director. An employee unable to work shall notify his/her immediate Supervisor and/or Department Director as soon as possible, not later than fifteen (15) minutes after the beginning of the scheduled workday. If the employee is on shift work, the Supervisor should be notified at least one (1) hour before the shift begins. The employee must actually speak to his/her Supervisor and/or Department Director. If unable to reach his/her Supervisor and/or Department Director the employee must leave a detailed voice-mail message to both the Supervisor and Department Director with a telephone number to be reached. Failure to notify your Supervisor and/or Department Director will result in disciplinary actions as well as being charged leave without pay for the absence. The employee shall further advise his/her Supervisor as to the probable duration of his/her absence and any changes of the duration. Also, employees shall notify their Supervisors when they are able to return to work.
- 6.5 Two (2) employees will be assigned when unloading fuel at the Power Plants between the hours of 4:00 p.m. and 7:30 a.m. While the unloading of fuel or barge pumping is the responsibility of the Generation Department's total Operations Section. It is also agreed that any other qualified persons in other sections may be used when necessary.

ARTICLE 7
HOURS OF WORK AND OVERTIME

- 7.1 The work week shall be the seven (7) consecutive day period beginning at 12:01 a.m. Sunday, and ending 12:00 midnight the following Saturday.
- 7.2 The work day shall be the twenty-four (24) consecutive hour period beginning at 12:00 midnight of any calendar day and ending at 12:00 midnight the next following calendar day.
- 7.3 Employees covered by this Agreement shall be designated as non-shift, two-shift, three-shift shift, swing/relief employees and 12-hour shift.
- (a) Non-Shift employees will work five (5) eight (8) hour days, Monday through Friday, between the hours of 7:00 a.m. and 7:00 p.m., plus time out for lunch. The non-shift employees will start work at a time established by the Employer in its discretion.
 - (b) Two-Shift employees are those employees who will work either days with a one hour lunch period or peak with a half hour meal period, Monday through Friday with normal working hours being split between the hours of 7:00 a.m. and 12 midnight. The exact working hours of two-shift employees will be established by the employer. These employees will be designated in EXHIBIT "A" as (2S).
 - (c) Three-Shift employees are those employees working in the classification designated in EXHIBIT "A" as (3S), except during times when an employee is designated as the swing/relief person. Three-shift employees will work a rotating regular schedule of five (5) consecutive eight (8) hour days per week. The exact working hours of the three-shifts will be established by the employer in its discretion. Regular schedules for three-shift employees may include Saturdays, Sundays and Holiday work, but rest days shall be consecutive wherever practicable.
 - (d) Swing/Relief employees will work different shifts when filling in for vacation and sick leave or to fill in when needed. They will work Monday through Friday inclusive, without notice of change in hours, but will have a five (5) day notice for weekend work. Management will attempt to permit swing/relief employees who work a sixteen (16) hour day (i.e., completion of their regular shift in conjunction with the commencement of their swing shift) to have the option of: 1) taking a day off later during the work week so that the employee works four (4) days during the swing shift work week; or 2) working the full swing shift thus totaling one extra day that week for a maximum of five (5) days during the work week. It is understood that the General Manager, Assistant Manager or Department Directors have the discretion to deny this option to an employee and to require the employee to take a day off or to work later that work week. However, this decision shall be neither arbitrary nor capricious.

ARTICLE 7 (Continued)
HOURS OF WORK AND OVERTIME

- (e) 12-Hour Shift employees are those employees working in the classification designated in EXHIBIT "A" as (12-hour S) who will work a 12-hour shift (2-shift changes per 24-hour period) schedule. The 12-hour shift schedule for:

Power System Coordinators (Journeyman/Apprentice)
7am until 7pm and 7pm until 7am

Operator/Maintainers (Journeyman/Apprentice)
6am until 6pm and 6pm until 6am

- (f) Daylight Savings Time Change (Fall/Spring) – Employees on shift can elect to work the extra hour, utilize vacation leave, or take LWOP to make up the work shift shortage.

The Employer may, in its discretion, change the shift designation and shift hours of any job classification and of any employee. In that event, the Employer will provide the affected employee(s) with ten (10) working days' notice of such change, if practicable, and for the approximate duration of the change, if practicable.

- 7.4 For the purpose of computing weekly earnings, each hour of work shall consist of four (4) one quarter hour periods beginning on the hour, fifteen (15) minutes past, thirty (30) minutes past and forty-five (45) minutes past the hour.

ARTICLE 7 (Continued)
HOURS OF WORK AND OVERTIME

- 7.5 Employees covered by this Agreement will be paid at one and one half (1-1/2) times their base straight time hourly rate of pay for all hours actually worked in excess of forty (40) hours per week. An employee will not be required to work more than sixteen (16) consecutive hours in a normal work day unless the employee elects to work more than the sixteen (16) consecutive hours. Only hours actually authorized, such as:

Holidays
Annual Leave with five (5) working days' notice
Compensatory Leave with five (5) working days' notice
Jury Duty (copy of summons may be required)
Workers Compensation
Family Death (immediate family as defined in Article 16)
Sick Leave -- At the Human Resources Director or equivalent's discretion using guidelines (Exhibit "B").
Rest Time
Negotiations (for the negotiating team only)
Personal Leave

will count as hours worked. Therefore, any other type of leave will not count as hours worked for overtime pay purposes. All employees must follow the strict procedures concerning jury duty as outlined in Article 15.

- 7.6 All planned overtime work shall be equally distributed among employees within each classification. Overtime hours worked by each employee shall be recorded and reviewed with the Union Steward upon his/her request.
- 7.7 All employees shall have one (1) fifteen (15) minute work break during the first half of their work shift and one (1) fifteen (15) minute work break during the second half of their work shift, provided that:
- No single work break shall exceed fifteen (15) minutes absence from the employee's workstation.
 - An employee may not accumulate unused work breaks.
 - Work break times shall not be authorized for covering an employee's late arrival on duty or his/her early departure from work.

ARTICLE 8
WAGES AND JOB CLASSIFICATIONS

8.1 Wage rates by department and job classification shall be those set forth in EXHIBIT "A" attached hereto and made part of this Agreement. Temporary acting assignments for specific overloads of non-repetitive work will be limited to a duration of designated time. The Union will be notified of the work to be done, the employees to be assigned, and the duration of such assignment. Such assignments shall be kept to an absolute minimum, not to exceed six (6) months.

8.2 Employees transferred from one job classification to another or from one department to another within the bargaining unit shall be paid as follows:

When transfer is at the request of KEYS and of temporary duration, the employee shall be paid:

1. His/her regular hourly rate when this rate is equal to or greater than the rate of the employee of the job classification being relieved.
2. The step within the pay grade of the job classification being relieved.
3. When transfer is other than temporary, such employee will receive the rate of the job to which he/she is assigned.
4. Time worked by any employee in a job classification other than his/her regularly established classification shall be accumulated in a record maintained by KEYS and taken into account for the purpose of establishing the straight time hourly rate under schedule EXHIBIT "A" whenever the employee is assigned on either a temporary or permanent basis to a job classification other than his/her regularly established classification.
5. The differential/extra pay in this section will be paid only for all consecutive hours the employee works while assigned to the higher rated classification for a minimum of a full work day/shift (e.g., the 8 or 12 hour work day/shift as used in the applicable Section or any other regular work day/shift day that may be used in any Section) or more hours and shall be paid retroactive to the first hour worked when the employee actually works the required consecutive hours in the higher rated classification.

8.3 Wages shall be paid bi-weekly on Friday and shall include all monies owed the employees for the period ending on the previous Saturday.

ARTICLE 9
ON CALL/STAND-BY ASSIGNMENTS

9.1 For the purpose of providing emergency service during hours outside of regularly scheduled hours of work, employees selected by KEYS shall be assigned on a weekly basis to be "on-call"/"stand-by" so as to be available for such service as needed. The regulations covering on-call/stand-by assignments follows:

ARTICLE 9 (Continued)
ON CALL/STAND-BY ASSIGNMENTS

- 9.2 Assignments will be established on an annual basis by the Department Director. Each employee assigned to on-call/stand-by duty shall be required to perform such duties as required unless for reasons of emergency beyond his/her control he/she is prevented from carrying out his/her assignment. With the approval of the Supervisor, employees will be allowed to exchange "on-call"/"stand-by" duty. In the event, it is impossible for the employee to so carry out his/her assignment he/she must immediately notify the assigned Supervisor in charge.
- (a) For each weekly period from the Line Section there may be at least two (2) employees placed on an "on-call"/"stand-by" status in order to perform emergency work. In that event, at least one (1) such employee will be a Lineman qualified to perform all phases of emergency work. The second assigned employee shall be an Apprentice Lineman. He/she must be an employee or employees of the Line Section meeting management requirements, and with not less than one (1) year experience in such classification. So far as possible, employees will not be given "on-call"/"stand-by" assignments on successive weeks.
- (b) Each employee while assigned must, during all hours outside his/her regular scheduled hours of work, be available to be reached by the phone on record with KEYS, and ready to immediately respond and perform such service as required. In the event the assigned employee fails to perform assigned duties, except under circumstances set forth in paragraph 9.1 herein above, he/she shall immediately forfeit such guaranteed assignment pay to which he/she may otherwise be entitled and become subject to other disciplinary measures as deemed warranted by KEYS.
- 9.3 Any employee required to "on-call"/"stand-by" for trouble calls or unloading fuel, shall be paid a guarantee of two (2) hours at the applicable rate for each day standing-by.
- 9.4 Any employee who reports for work as scheduled or required, and the work is canceled for any reason, he/she shall receive a guarantee of two (2) hours at the applicable rate of pay at reporting time.
- 9.5 In the event an employee is not assigned to "on-call"/"stand-by" and is called for work outside his/her scheduled hours of work, he/she shall receive a minimum of two (2) hours of pay. Employees have an obligation to respond to calls for assistance with emergencies when available outside the employee's scheduled hours of work.
- 9.6 (a) In the event an employee is called to work not less than one (1) hour before his/her scheduled starting time and continues working his/her regular scheduled hours, he/she shall be granted a meal and paid time to eat same, not in excess of thirty (30) minutes.
- (b) In the event an employee is required to work two (2) hours or more following his/her scheduled quitting time, or is recalled and reports to work within one (1) hour after quitting time, he/she shall be granted a meal and paid time off for a meal not in excess of thirty (30) minutes, and at six (6) hour intervals thereafter: Breakfast \$8; Lunch \$14; and Dinner \$21.

ARTICLE 9 (Continued)
ON CALL/STAND-BY ASSIGNMENTS

- (c) The two (2) employees that are unloading the fuel barges can obtain or eat their meals in the following manner:

The employee tending the tank can leave his/her post (after notifying and receiving permission of the Shift Leader) and the Operator will be responsible for the fuel tank in his/her absence. He/she can then have thirty (30) minutes in which to eat his/her meal. He/she will then relieve the employee on the dock so that he/she can have thirty (30) minutes to eat his/her meal. Meals that are reimbursed will be paid at the rates specified above in Section 9.6 (b).

- (d) Any three-shift employee required to work past his/her first eight hours will be granted meals in accordance with Section 9.6 (b) during his/her second eight hours. If the second eight hours is in the peak shift, the two meals will be a dinner and a breakfast. If the second eight hours is in the night shift, the two meals will be a breakfast and a lunch. If the second eight hours is in the day shift, the two meals will be a breakfast and a lunch.
- (e) Shift personnel cannot be relieved to eat their meals, but will do so on watch at their post.
- (f) Any non-shift or two-shift employee who is required to work through his/her normally scheduled lunch periods will be paid for time worked and shall be reimbursed for a meal in accordance with 9.6 (b).

ARTICLE 10
VACATION LEAVE

- 10.1 Regular Full-Time employees shall accrue vacation leave with pay according to the following schedule:

YEARS OF SERVICE	EARNED TIME
Up to 5 Years	8 hours per month
5 Years through 10 Years	10 hours per month
10 Years through 15 Years	12 hours per month
15 Years through 20 Years	14 hours per month
Over 20 Years	16 hours per month

- 10.2 Vacation leave will accrue monthly except as provided in 10.5 to the credit of the employee at the rate stated above, beginning with the first month following completion of the new hire's probationary period. Newly hired employees in their probationary period shall accrue vacation leave from the date of hire but shall not be eligible to use or receive any form of compensation for any vacation leave until the employee becomes a regular employee.

ARTICLE 10 (Continued)
VACATION LEAVE

- 10.3 (a) Vacation leave may be taken at any time requested by all employees with five (5) working days' notice with the Department Director's consent. The Department Director or his/her designee shall approve or deny the request with a copy to the employee, within five (5) working days. These notice times may be waived in an emergency.

Any portion of vacation leave, which has accrued, to the credit of the employee may be taken. In scheduling vacation, total seniority shall be given first preference. All vacation schedules for each department shall be established not later than January 31st, of each calendar year. Employees who have not indicated their desired vacation period by that date shall be given preference only for later periods as they are available on a first come basis. Vacation periods may be changed by mutual consent between the employee and management any time where feasible.

- (b) 12-Hour Shift Employees will be required to deduct 12 hours of vacation leave for full day absences or hour for hour for anything less than a full day absence. (Does not include holiday – refer to holiday 11.3(b)).

- 10.4 Employees are encouraged to take their vacation on a current yearly basis. In the event that this does not occur, the following rules apply:

- (a) If any employee is not allowed to take his/her requested vacation leave during any year, he/she will be paid on the next applicable pay period.
- (b) At no time will an employee have more than two (2) times their annual leave on the books. For an example, a person who gets eighteen (18) days leave a year cannot have more than thirty-six (36) days leave on the books at any time.
- (c) All days in excess of the maximum allowed will be lost, unless annual leave had been requested by the employee and denied by management. In this case, the employee will be paid for the denied time.

- 10.5 Employees who work less than a full calendar month due to probationary employment, termination, or leave of absence without pay after the first workday of the month shall earn vacation leave for that month according to the following schedule:

Hours of Service during the Month					Hours of Vacation Leave Credit
	Up to 5 years	5 <10 years	10 <15 years	15 <20 years	20 years or more
0 through 59	0	0	0	0	0
60 through 119	4	5	6	7	10
120 or more	8	10	12	14	16

- 10.6 An employee shall continue to earn vacation leave credits during all time off and authorized leaves of absence with pay.

- 10.7 Absence on the account of sickness, injury, or disability in excess of that authorized for such purposes may, at the request of the employee, be charged against vacation leave allowance. This must be identified on vacation leave slip under remarks.

ARTICLE 10 (Continued)
VACATION LEAVE

- 10.8 Should an observed holiday fall within the vacation period, an additional working day shall be allowed and taken at the time desired by the employee, but such day off must be approved by the Employer.
- 10.9 An employee will not be subject to being called out on his/her off days immediately preceding and following his/her scheduled vacation leave. An employee's vacation leave is considered to commence immediately following his/her last workday prior to his/her scheduled vacation leave and terminates at the beginning of the first work day following his/her scheduled vacation leave period. Nothing contained in this Section shall prevent an employee from being called out in an unusual emergency situation.
- 10.10 If an employee is recalled for emergency duty while on vacation, the employer agrees to defray any reasonable expenses which he/she may incur as a result of such recall, due to cancellation of guaranteed reservations or forfeiture of deposit provided that all such expenses are properly substantiated in writing and supported by invoices, bills and other documentation in writing from the third party charging same to said employee.
- 10.11 Employees will be allowed to donate portions of their accrued vacation leave to another employee who has exhausted all of his/her vacation, sick, and/or administrative leave, for illness of the employee or his/her immediate family as described under Article 12.9. Donated time will be in increments of no less than four (4) hours per donor and must be submitted to the Human Resources Director or equivalent for processing and approval.
- 10.12 Upon separation of an active full-time employee, any unused vacation leave balances will be included in the final paycheck.
- 10.13 Within the contract year, a regular KEYS employee who has completed 12 months of employment may cash out one time each contract year, up to forty (40) hours of paid vacation leave as long as the "cash out" does not cause the employee's vacation leave balance to fall below eighty (80) hours.
- 10.14 Every May 1st, each employee will be credited with eight (8) hours of Personal Leave time.
- (a) Employees must use or shall lose the Personal Leave time before the end of the same contract year it is provided (i.e., before the next April 30).
 - (b) This Personal Leave time cannot be accrued or carried forward into the next contract year and cannot be cashed out or paid out.
 - (c) Use of Personal Leave time is subject to the prior approval rules applicable to the use of vacation leave.
 - (d) Personal Leave time used will be counted as hours worked for purposes of overtime eligibility under Section 7.5.
 - (e) Newly hired probationary employees who are employed on May 1st of a new contract year shall be eligible for credit of this Personal Leave time during that contract year but shall only be eligible to use that time after the employee completes his/her initial probationary period.

ARTICLE 11

HOLIDAYS

- 11.1 Each employee covered by this Agreement shall be entitled to twelve and a half (12.5) holidays with pay each year as follows:

New Year's Day	January 1 st
Martin Luther King, Jr. Birthday	January, 3 rd Monday
President's Day	February, 3 rd Monday
Memorial Day	May, Last Monday
Independence Day	July 4 th
Labor Day	September, 1 st Monday
Columbus Day	October, 2 nd Monday
Veteran's Day	November 11 th
Thanksgiving Day	November, 4 th Thursday
Day After Thanksgiving	November
Christmas Eve	December 24 th
Christmas	December 25 th
New Year's Eve Day	December 31 st – Half day

Additional days may be designated as holidays at the decision of the Utility Board.

- 11.2 When a holiday falls on a Sunday, the Monday following shall be considered the holiday. When a holiday falls on a Saturday, the Friday prior thereto shall be considered the holiday. Three-shift and 12-hour shift employees shall be paid on the KEYS' observed holiday, except on July 4th, Veteran's Day, Christmas Eve, Christmas, New Year's Eve Day (half day) and New Year's Day when they fall on a Saturday or Sunday only.
- 11.3 (a) Whenever an observed holiday occurs on an employee's scheduled day off and he/she does not work, he/she shall be paid eight (8) hours (or four (4) hours for half day holiday) holiday pay at his/her straight time rate. When an employee is required to work on a day observed as a holiday which occurs on one of his/her scheduled work days he/she shall have the option to be paid for twelve (12) hours at his/her regular straight time hourly rate for all hours falling within his/her regular work schedule in addition to eight (8) hours (or four (4) hours for half day holiday) holiday pay at his/her straight time rate or he/she will be able to take a day off (or four (4) hours for half day holiday), within two (2) months from the date of the holiday, that is mutually agreed upon by management. An employee must notify management within ten (10) working days prior to the holiday if he/she will be taking the day off at a later date in lieu of overtime pay. It is understood that the Manager or his/her designee has the discretion to deny this option.

ARTICLE 11 (Continued)
HOLIDAYS

- (b) 12-Hour Shift Employees: Whenever an observed holiday occurs on an employee's scheduled day off and he/she does not work, he/she shall be paid eight (8) hours (or four (4) hours for half day holiday) holiday pay at his/her straight time rate. When an employee is required to work on a day observed as a holiday which occurs on one of his/her scheduled work days he/she shall have the option to be paid for eighteen (18) hours at his/her regular straight time hourly rate for all hours falling within his/her regular work schedule in addition to eight (8) hours (or four (4) hours for half day holiday) holiday pay, as that of any other regular employee of KEYS at his/her straight time rate or he/she will be able to take a day off (or four (4) hours for half day holiday), within two (2) months from the date of the holiday, that is mutually agreed upon by management. An employee must notify management within ten (10) working days prior to the holiday if he/she will be taking the day off at a later date in lieu of overtime pay. It is understood that the manager or his/her designee has the discretion to deny this option. Any 12-hour shift employee taking leave on a holiday must submit a leave slip for hours in excess of the eight (8) hour (or four (4) hours for half day holiday) holiday leave. Hours of leave time and holiday hours, when combined, shall not exceed employees scheduled 12-hour shift.
- 11.4 In order for an employee to be eligible to receive the holiday premium he/she must have actually worked both the scheduled work day immediately before and the scheduled work day immediately after the observed holiday unless employee has a justifiable reason as determined by the Department Director.
- 11.5 Any bargaining unit employees required to work during a period of time-off granted generally to other KEYS' employees shall be compensated at one (1) time their regular rate of pay or be able to take the time off, within two (2) months from the date given that is mutually agreed upon by management.

ARTICLE 12
SICK LEAVE

- 12.1 All regular full-time employees within the bargaining unit shall be eligible for sick leave accrual. Newly hired employees in their probationary period shall accrue sick leave from the date of hire but shall not be eligible to use any sick leave until the employee becomes a regular employee.
- 12.2 **ACCRUAL AMOUNTS AND LIMITS:** Employees who work less than a full calendar month due to probationary employment, termination, or leave of absence without pay, after the first day of the calendar month shall earn sick leave for that calendar month according to the following table:

Hours of Service during the Month	Hours of Sick Leave Credit
0 - 59	0 hours
60-119	4 hours
120 or more	8 hours

Employees hired prior to September 30, 2003, shall accrue sick leave each month with no limitation on the accrual balance amounts. Employees hired as of October 1, 2003, will be limited, not to exceed, a 1040-hour accrual balance.

ARTICLE 12 (Continued)
SICK LEAVE

- 12.3 Sick leave may be used for the following:
- Personal illness; exposure of the employee to a contagious disease when his/her continued presence on the job would endanger his/her fellow employees;
 - appointments for preventative medical or psychiatric treatment by a physician, dentist, psychiatrist, or psychologist should be scheduled so as not to create a hardship on the department, unless in the case of an emergency;
 - mental health treatment or counseling for the prevention of alcohol or drug abuse by a physician or city approved employee assistance counselor;
 - and family illness (refer to 12.9 below).
- 12.4 Sick leave shall stop accruing when an employee has missed ten (10) consecutive work days from work due to leave without pay or unpaid leave of absence.
- 12.5 In the event that a Supervisor and/or Department Director is concerned that the employee is abusing his/her leave privilege, the Supervisor and/or Department Director shall confer with the Human Resources Director or equivalent to determine if a doctor's certificate must be provided. The decision of the Human Resources Director or equivalent is final. In addition, any employee who is absent more than 3 consecutive days may be required to furnish a doctor's certificate to the Human Resources Director or equivalent immediately upon returning to work or the leave will be counted as leave without pay and the employee will be subject to disciplinary actions. Sick leave is a privilege, which is extended to employees of the employer; abuse of this privilege shall be grounds for disciplinary action up to and including dismissal. *In order to comply with HIPAA Privacy Requirement: All doctors' certificates must be faxed or hand delivered to the Human Resources Director or equivalent and the doctor's certificate must indicate the duration of the absence. These certificates will be kept in the employee's confidential medical file.
- 12.6 In no case will an employee be advanced sick leave.
- 12.7 (a) Leave shall be used in 15-minute increments.
(b) 12-Hour Shift Employees will be required to deduct 12 hours of sick leave and/or sick leave for family illness, for full day absences or hour for hour for anything less than a full day absence. (Does not include holiday – refer to holiday 11.3(b))
- 12.8 BIRTH OF A CHILD: Up to 12- weeks of existing sick leave will be granted for the employee giving birth to a child provided that a doctor's certificate is received, however, in no case will this exceed 12-weeks (Rules for FMLA will apply.). *In order to comply with HIPAA Privacy Requirement: All doctors' certificates must be faxed or hand delivered to the Human Resources Director or equivalent and the doctor's certificate must indicate the duration of the absence. These certificates will be kept in the employee's confidential medical file.

ARTICLE 12 (Continued)
SICK LEAVE

- 12.9 FAMILY ILLNESS: Employees may use existing sick leave to care for ill immediate family members. Immediate family for this purpose shall consist of: spouse/domestic partner, children, parents, brothers or sisters, grandparents, and grandchildren, (all include in-laws, adopted, half and/or step).

In the event that a Supervisor and/or Department Director is concerned that the employee is abusing his/her leave privilege, the Supervisor and/or Department Director shall confer with the Human Resources Director or equivalent to determine if a doctor's certificate must be provided. The decision of the Human Resources Director or equivalent is final. Sick leave is a privilege, which is extended to employees of the employer; abuse of this privilege shall be grounds for disciplinary action up to and including dismissal. *In order to comply with HIPAA Privacy Requirement: All doctors' certificates must be faxed or hand delivered to the Human Resources Director or equivalent and the doctor's certificate must indicate the duration of the absence. These certificates will be kept in the employee's confidential medical file.

- 12.10 Employees using earned sick leave shall be considered working for the purpose of accumulating sick leave.
- 12.11 Sick leave shall not count as hours worked for the purpose of computing overtime unless authorized by the Human Resources Director or equivalent as stated in Article 7.5.
- 12.12 Retirement: An employee, upon retiring with twenty (20) or more years of service, will be paid at his/her rate of pay at the time of retirement for his/her unused sick leave up to a maximum of 130 days (1040 hours). Employees hired after October 1, 2003, upon retiring with twenty (20) or more years of service, will be paid at his/her rate of pay at the time of retirement for his/her unused sick leave up to a maximum of 520 hours.
- 12.13 Unused sick leave is forfeited upon resignation or termination from KEYS service for any reason other than retirement as specified above.
- 12.14 Upon the death of an active employee, unused sick leave balances will be paid to the beneficiary (as stated on the KEYS' Employee Statistical Data Sheet) not to exceed 1040 hours or 520 hours for employees hired after October 1, 2003.
- 12.15 Family and Medical Leave Act: Refer to KEYS' Rules and Regulations Handbook regarding FMLA.)
- 12.16 Employee Sick Leave Bank: KEYS has established a Sick Leave Bank. With creation of the Sick Leave Bank, the Utility Board will no longer grant or decline requests from the Sick Leave Bank and employees will not donate sick leave to fellow employees. This Sick Leave Bank will be fully administered by a committee comprised of 3 management employees designated by the general manager and 3 union members designated by the Union president (all members of the committee must be members of the Sick Leave Bank). The committee will have full authority to establish amend or revise the by-laws or procedures of the Sick Leave Bank. The committee members will vote on all actions coming before said committee. In the event of a tie vote, the General Manager will make a decision regarding approval or denial of a sick leave bank request, which will be final.

ARTICLE 13
JOB RELATED ACCIDENT/WORKER'S COMPENSATION

- 13.1 In the event that an employee covered by this Agreement is determined by the Employer to have sustained an on-the-job injury (i.e. an injury which was incurred while acting in the line of duty), the Employer agrees to do the following:
- (a) KEYS will pay said employee his/her regular rate of pay (i.e. salary without offset by leave) for up to seven (7) days (or in accordance with current Florida Statutes). After seven (7) days, the employee will receive payment directly from the Workers Compensation carrier for 66 2/3 percent of their wages and KEYS will make up the difference to bring the employee's earnings to 100% for an additional 5 work days. After the initial 12 days of lost time, the employee will receive payment directly from the Workers Compensation carrier for 66 2/3 percent of their wages and will be allowed to use his/her accrued leave to make up the difference and bring their earnings to 100%. Such payment will be made to the employee by the employer. Provisions outlined in 13.1(a) shall be per injury and need not be consecutive.
 - (b) It is intended by the parties that no employee seeking benefits under this Article shall ever receive more than one hundred percent (100%) of his/her regular rate of pay.
 - (c) Sick Leave Bank cannot be used for Workers Compensation injuries.
- 13.2 In the event an employee is determined to be permanently disabled and unable to return to his/her former position, the employer will attempt to place the employee into a vacant position for which he/she is qualified to perform at the applicable rate of pay for the vacant position. However, if an injured employee is absent from work for more than six (6) months, the employer, after a discussion with the Union, may terminate the employee.
- 13.3 When so directed by the Employer, any employee on disability leave shall present himself/herself for a medical examination. The Employer will bear the full expense of said examination. The failure of such employee to present himself/herself for an examination as directed will operate to automatically terminate his/her disability leave. Employees are required to report back to the work place immediately after completing medical appointments if they are scheduled during the employee's normal working hours, unless: (1) the appointment is scheduled one hour before the end of the work shift, or (2) the Supervisor waives it, or (3) the employee is released from work in writing by his/her doctor. In any event, employees are required to report the out-come of the appointment to their immediate Supervisor and the Human Resources Office within one hour of completing the appointment.
- 13.4 Whenever an employee on disability leave becomes physically able to perform some useful light duty work for the Employer, he/she may be required to do so as a condition to receiving the benefits specified above.
- 13.5 Any employee found, by Worker's Compensation, to have contributed to his/her accident by violating safety rules or by failing to use proper safety equipment or procedures will only be paid up to seven (7) days at 100% of his/her regular salary. After the seven (7) days, the employee will only receive payment from Worker's Compensation.

ARTICLE 14
MILITARY LEAVE

- 14.1 Military leave shall be provided as required by and consistent with applicable state and federal laws, which include Section 115.07, Florida Statutes and the Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 U.S.C. Sections 4301, et seq.

ARTICLE 15
JURY DUTY LEAVE

- 15.1 Any employee subpoenaed for court services, other than on a case in his/her own behalf, will be paid his/her straight time rate for each scheduled work day lost, and will not be required to forfeit any compensation received for jury service to KEYS. All employees must report to work before serving Jury Duty during regular scheduled "day shift" hours. However, employees released by the court shall report back to work, unless they are relieved within one (1) hour of normal quitting time and shall furnish required evidence of time of release to the department.
- 15.2 Any three-shift or 12-hour shift employee subpoenaed for court service before working the night shift (12:00 MN – 8:00 a.m.; 7:00 p.m. – 7:00 a.m.; and 6:00 p.m. – 6:00 a.m.) may request Management to have him/her excused. If such a request is made, Management will contact the court and exert all reasonable efforts to have such employee excused. Employees who elect to serve and are not released earlier than 1:00 p.m. will be placed on Jury Duty Leave for the shift starting that evening.

ARTICLE 16
BEREAVEMENT LEAVE

- 16.1 For non-shift employees, up to three (3) days off with pay will be allowed for a death in the employee's immediate family. Up to two (2) days, additional travel time will be granted if necessary for a death outside of Monroe County.

For 12-hour shift employees, up to 24-hours off with pay will be allowed for a death in the employee's immediate family. The maximum time allowed for a death outside of Monroe County is 40-hours.

Immediate family for this purpose shall consist of spouse/domestic partner, children, employee and spouse's brothers and sisters, employee and spouse's parents, grandparents and grandchildren. (All include in-laws, adopted, half and/or step.)

For all employees the leave must be taken immediately following the family member's death unless otherwise approved by the General Manager & CEO or his/her designee.

- 16.2 Up to two (2) hours time off with pay will be granted employees for the purpose of attending funerals of persons other than immediate family.

ARTICLE 17
UNION REPRESENTATION

- 17.1 KEYS agrees to recognize duly appointed Union stewards for the purpose of handling grievances that may arise during the term of this Agreement. Each steward shall be assigned to a specific group of employees and such assignment shall be posted on the appropriate bulletin board.

The number of stewards shall be kept to a reasonable number sufficient to represent the employees.

- 17.2 KEYS agrees that the Union's authorized Union representatives shall be permitted to go on KEYS' premises for the transaction of Union business only after first obtaining permission from the management.
- 17.3 KEYS agrees to recognize a Grievance Committee as provided for in Article XXII for the purpose of representing the Union in the handling of grievances.
- 17.4 The Union agrees it will advise KEYS in writing the names of its elected local Union officers, its duly appointed stewards and its authorized business agent, and all changes that may occur, within thirty (30) working days of any changes.

ARTICLE 18
TIME OFF FOR UNION BUSINESS

- 18.1 KEYS agrees to allow brief absences without pay to any employee whose services are required for Union work, upon the advance request of the proper local Union Officer.
- 18.2 Local Union officers will be allowed time off with no loss of pay to attend meetings with KEYS' officials. The number of employees attending such meetings shall be limited to the number reasonably necessary to attend to the business at hand. The Union President and/or designee (2 members) may attend meetings, with no loss of pay, with International Representatives for arbitration cases and negotiations only. Pay for such meetings will not exceed eight (8) hours at the employee's straight time pay in any one day.
- 18.3 Union stewards will be allowed, when necessary, to investigate grievances on the job, by giving advance notice to his/her Supervisor.

ARTICLE 19
SAFETY AND HEALTH

- 19.1 Both KEYS and the Union recognize the importance of maintaining safe and healthful working conditions and the necessity for all work to be performed in accordance with established safety rules and regulations. The safety of the employees is a matter of paramount importance and shall receive first consideration, and no employee shall take any undue risk in the performance of his/her duties which he/she or his/her foreman or his/her Supervisor considers unsafe to himself/herself or to his/her fellow workers. An employee's failure to follow a Supervisor's instructions, after the situation has been found safe by a third party, will amount to insubordination.

ARTICLE 19(Continued)
SAFETY AND HEALTH

19.2 (a) Mandatory Physicals:

The voluntary physicals are separate from mandatory physicals for employees who have been exposed to certain chemicals at the power plant and must be tested for asbestos and mercury as required by OSHA.

(b) Employment Physicals including Fitness for Duty and Reasonable Suspicion:

If a Supervisor and/or Department Director has reasonable suspicion that an employee is under the influence of, or using alcoholic or illegal substances, that Supervisor may require that said employee be examined by a KEYS designated physician, which may include blood and/or urine testing.

The Department Director may require that an employee submit to a physical and/or psychiatric examination by a KEYS designated physician to determine fitness for duty. KEYS will pay for Fitness for Duty physicals.

Should examination result in disclosure of inability to meet the required minimum standards of the specific position, the results of the examination shall be reviewed by the Human Resources Director, employee's Supervisor and Department Director. Findings and recommendations shall be forwarded to the General Manager for final disposition. Payment of any expense incurred by the employee other than the initial examination required by KEYS will be the responsibility of the employee.

An employee's refusal to submit to drug and/or alcohol testing in accordance with this section may result in disciplinary action taken against the employee up to and including dismissal.

(c) Power Plant Exposure:

KEYS agrees to provide to any employees, concerned about his/her health, due to working in the gaseous surroundings of the Power Plant, a chest X-ray and skin test. The requesting and taking of the X-ray and skin test under the conditions of this paragraph will strictly be a voluntary function on the part of the employee.

(d) An employee determined to be physically or mentally unfit with or without reasonable accommodation to continue working in his/her present classification may be reclassified to any available position for which the employee is determined to be physically or mentally fit with or without reasonable accommodation provided such a position is available, or he/she may be terminated.

ARTICLE 20
FILLING JOBS

20.1 All vacancies in job classifications in EXHIBIT "A" shall be filled through the Job Posting and Bidding procedures.

ARTICLE 20 (Continued)
FILLING JOBS

- 20.2 (a) Notice of such vacancies shall be posted on bulletin boards in the bargaining unit work locations as soon as possible after it is known that a vacancy exists. If a vacancy is not to be filled, the employees shall be notified within ten (10) working days by posting on the bulletin board in the bargaining unit work locations. Copies of all postings referred to in this paragraph shall be furnished to the Union at the time of posting.
- (b) Such job notices shall identify the job by classification, title and location, the date on which the job is to be filled and shall remain posted for a period of five (5) working days.
- (c) Employees who wish to bid on a job must apply to the Human Resources Department during the five (5) working day application period.
- 20.3 Posted jobs shall be awarded in the following manner:
- (a) The Employer shall select the employee who the Employer determines to be the most qualified.
- (b) If the Employer determines that two (2) employees are equally qualified, the job shall be awarded to the more senior employee.
- (c) If no qualified employees bid on the vacancy, the Employer may fill the job from any available source. Employer shall consider top ranked, not qualified employee alongside all applicants from other sources and select the most qualified candidate.
- (d) Qualified Bargaining Unit applicants will have priority over qualified Management applicants for Bargaining Unit positions only.
- 20.4 Employees selected to fill a vacancy pursuant to this Article will be placed on the job as noted on the posting.
- 20.5 Employees transferred to jobs outside the bargaining unit will retain but not accumulate additional seniority during such period of transfer, and in the event of return to the bargaining unit, their seniority shall apply in accordance with this Article.
- 20.6 Other conditions under which an employee shall lose seniority are:
- (a) Voluntary resignation.
- (b) Discharge for Just Cause.
- (c) Lay-off for a period of more than twelve (12) months.
- (d) Retirement.

ARTICLE 21
LAYOFF AND RECALL

- 21.1 In the event the Employer determines that the number of unit employees and/or positions must be reduced, for any reason, employees will be laid-off according to seniority in their respective job classification (i.e., least senior employees laid-off first) provided that the employees retained must be immediately qualified to perform the work required within half of the layoff notification time allotted by the Worker Adjustment and Retraining Act. The Employer reserves the right to rescind and suspend the operation of the lay-off procedure to the extent it is necessary to retain "essential personnel". The determination of when it is necessary to retain essential personnel as well as which employees are "essential personnel" shall be made by the Manager in his/her sole and exclusive discretion.
- 21.2 Except as provided in Section 1, above, any employee covered by this Agreement who is affected by a reduction in force shall have the right to displace any employee with less seniority in any lower rated classification covered by this Agreement, provided that said employee is immediately qualified to perform the necessary services in that classification within half of the layoff notification time allotted by the Worker Adjustment and Retraining Act. When an employee elects to "bump" into a lower rated classification, said employee will be paid the rate of pay of that lower classification.
- 21.3 All laid-off employees shall have the right of first recall, according to seniority, for up to twelve (12) months after their lay-off occurs. If an employee is recalled into a position for which he/she is qualified, and refuses that position, the Employer is no longer obligated to offer the right of first recall to said employee.
- 21.4 Refer to "Worker Adjustment and Retraining Notification Act", (WARN) (20 CFR Part 639) regarding lay-off notice requirements.
- 21.5 An employee on lay-off status does not accrue seniority but does retain his/her accumulated seniority for twelve (12) months, or until recall, whichever occurs first. If recalled, the employee again begins to accrue seniority.
- 21.6 Laid-off employees shall be responsible to keep on file with KEYS the telephone number and address to which notifications to report to work are to be sent. On recall, KEYS will give not less than two (2) weeks' notice to the laid-off employees to report to work.

ARTICLE 22
GRIEVANCES AND ARBITRATION

- 22.1 Any dispute arising over the meaning, application, interpretation or alleged violation of the terms of this Agreement is defined as a grievance, and such grievance must be filed within fifteen (15) working days from the date on which the employee should have been reasonably aware of the violation. An earnest and sincere effort shall be made to adjust grievances under this Article in the simplest and most direct manner, and unless the following procedure or any part thereof is waived by mutual consent, the grievance shall be processed as follows:

ARTICLE 22 (Continued)
GRIEVANCES AND ARBITRATION

- Step 1: The aggrieved employee or employees and/or the Union Steward shall verbally present the grievance to the immediate Supervisor. Discussion will be informal for the purpose of settling differences in the simplest and most direct manner. It is understood that no employee will leave his/her work for the purpose of discussing a grievance without first obtaining permission from his/her immediate Supervisor. Permission will be granted before the end of the workday, however. The Supervisor shall reach a decision and communicate it orally to the employee and the Union Steward by the end of the fifth following workday.
- Step 2: If the grievance is not settled at the first step, the employee or the Union Steward, within five (5) working days, not counting the day the first step answer is received, shall reduce the grievance to writing on a form provided by the Union, identifying the grieving employee or employees, a brief description of the problem, and/or the article(s) alleged to have been violated, and desired restitution. Such form should then be presented to the Human Resources Director. As soon as possible thereafter, but within five (5) working days, the Department Director shall meet with the Union Steward and the Local Union President or his/her designee to resolve the grievance. The aggrieved employee or employees may attend this meeting. The Department Director shall notify in writing, the employee or employees and the Local Union President within five (5) working days of his/her decision.
- Step 3: If the grievance is not settled at the second step, the employee or employees and/or the Union may, within five (5) working days after receipt of the second step answer, present the written grievance to the Manager or his/her designee of KEYS. The Manager or his/her authorized representative shall meet with the Local Union President (1) and a Union official (1), within five (5), of receipt of the grievance, and within five (5) working days from the date of this meeting, the Manager shall communicate his/her answer, in writing, to the Local Union President. An International Representative of the Union may also be present in this step, if requested by the Local Union.
- 22.2 Should the Company fail to answer a grievance within the time limit specified, it is understood that the grievance has been denied and that it may be appealed by the Union to the next step.
- 22.3 Upon request, the Union Stewards shall be excused at no loss of pay to settle grievances that arise in their respective jurisdictions. It is understood that because of service requirements, the Stewards may not always be released immediately, but the releasing shall not unreasonably be withheld.
- 22.4 When a grievant and employees acting as members of the Union's Grievance Committee discuss grievances with the Employer representatives during their working hours, they shall do so without loss of pay, but an employee shall not be paid for any time devoted to such discussion except for time falling within the employee's regular scheduled working hours.

ARTICLE 22 (Continued)
GRIEVANCES AND ARBITRATION

- 22.5 In the event that a grievance processed through the grievance procedure has not been resolved at STEP 3 above, the Union may submit grievances to arbitration within thirty-one (31) calendar days after receipt of the Manager's response, or, if no response is made, within thirty-one (31) calendar days after the Manager's response was due. The arbitrator may be any impartial person mutually agreed upon by the parties. However, in the event the parties are unable to agree upon said impartial arbitrator, the parties shall jointly request the Federal Mediation and Conciliation Service to furnish a panel of seven (7) names from which each party shall have the option of striking three (3) names in alternating fashion, thus leaving the seventh (7th) which will give a neutral or impartial arbitrator. Either party may request that a new list be submitted by the Federal Mediation and Conciliation Service.
- 22.6 Any of the time limits specified in Section 22.3 or 22.4 may be waived or extended by the mutually written agreement of the parties.
- 22.7 The Employer and the Union shall mutually agree in writing as to the statement of the grievance to be arbitrated prior to the arbitration hearing, and the arbitrator, thereafter, shall confine his/her decision to the particular grievance thus specified. In the event the parties fail to agree on the statement of the grievance to be submitted to the arbitrator, the arbitrator will confine his/her consideration and determination to the issue identified in the grievance presented in STEP 2 of the grievance procedure, as well as any defenses raised by the Employer. The arbitrator shall have no authority to change, amend, add to, subtract from or otherwise alter or supplement this Agreement of any part thereof or amendment thereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Article, except to the extent as specifically provided herein.
- 22.8 (a) The arbitrator will hear the case as soon as possible, and consider such evidence and testimony as may be relevant and material, and shall, as promptly as possible, after closing the hearing, but within thirty (30) days, reach and prepare a written decision, which shall be final and binding on all parties involved.
- (b) The arbitrator shall have no power to alter, amend or annul any provision of this Agreement. The arbitrator shall be confined to the issues presented in the case under consideration.
- 22.9 Each party shall bear the expense of its own witnesses and of its own representatives for the purpose of the arbitration hearing. The arbitrator's fee and related expenses, and expenses of obtaining a hearing room, if any, shall be equally divided between the parties. Any person desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share such cost.
- 22.10 Probationary employees shall have no right to utilize this grievance/arbitration procedure for any matter concerning discharge, suspension or other discipline.
- 22.11 The Union shall not be required to process grievances for employees who are not members of the Union.

ARTICLE 23
NO STRIKE - NO LOCKOUT

- 23.1 The Union agrees that it will not call, authorize, or sanction any strike, walkout, slowdown, or any other suspension of work by the employees during the life of this Agreement, and KEYS agrees that there will be no lockout. The employer agrees, on its part, to do nothing to intentionally provoke interruption of, or prevent such continuity of performance of said employees, insofar as such performance is required in the normal and useful operations of management's properties.
- 23.2 The Union agrees that the Employer shall retain the right to discharge or otherwise discipline some or all of the employees participating in the activities enumerated in paragraph one (1) above. Any discharge or discipline imposed under this Article will be subject to the grievance/arbitration procedure of this Agreement.
- 23.3 It is understood and agreed that, in the event of any violation of this Article, the Employer shall be entitled to seek and obtain legal and/or equitable relief in any court of competent jurisdiction.
- 23.4 For the purpose of this Article, it is agreed that the Union shall be responsible and liable for any act(s) committed by its officers, agents and/or representatives, which act(s) constitute(s) a violation of State laws or provisions herein.

ARTICLE 24
NON-DISCRIMINATION

- 24.1 It is mutually agreed that no person or employee will be discriminated against by either the Employer or the Union with respect to hire, tenure of employment, opportunity for advancement, wages, hours of work or other terms or conditions of employment because of race, color, creed, national origin, sex, age, religion or political preference or affiliation.

ARTICLE 25
BULLETIN BOARDS

- 25.1 KEYS shall provide bulletin board space for the use of the Union for the posting of notices of meetings, bulletins and other Union matters. The Union agrees that the bulletin board space so provided shall not be used for the posting of political material or propaganda or anything derogatory to KEYS, its management, its employees, or its customers.

ARTICLE 26
TRAINING

- 26.1 Both KEYS and the Union recognize the need for an adequate training program for the development of qualified journeymen needed in KEYS and agree to the establishment of a joint KEYS and Union Training Committee for the purpose of formulating, developing, instituting and administering such a training program.
- 26.2 The Training Committee shall consist of an agreed upon number of members, one-half being selected by KEYS, and one-half by the Union.

ARTICLE 26 (Continued)
TRAINING

- 26.3 The Committee, in the administration of the training program, shall periodically evaluate each employee's progress or lack of progress and shall report regularly all matters pertaining to the program and employees to both KEYS and the Union with recommendations.
- 26.4 The Employee and Supervisor shall be responsible for scheduling to appear before the Training Committee.
- 26.5 Reimbursement or payment for meals in connection with KEYS' authorized travel will be in accordance with KEYS' travel regulations and applicable Florida Statutes. An employee traveling on company business must abide by the KEYS' Travel Policy.

ARTICLE 27
DISCIPLINARY ACTION AND DISCHARGE

- 27.1 An employee who is required to attend a meeting in which disciplinary action will be taken against him/her will be given sufficient advance notice so he/she can have his/her Steward or appropriate Local Union representative present. No advance notice will be required where the employee is simply notified of a "Letter of Reprimand".
- 27.2 Employees will be given a copy of all disciplinary action, which is put into their personnel files. When eighteen (18) months have elapsed from a verbal and/or written reprimand, and where the employee has not been charged with the same or similar offense, said reprimand(s) will not be used as the basis for future discipline.
- 27.3 No employee can be suspended without pay or discharged without first being given specific reason, in writing, for such suspension or discharge. A copy of such discharge or suspension notice shall be furnished to the Union immediately thereafter. In circumstances where time does not allow, the Employer may suspend an employee without pay or discharge an employee without putting the reason in writing before such action is taken. However, in such circumstances, the employee shall be provided a written reason as soon as possible immediately after the suspension/discharge.
- 27.4 Any Union employee receiving any form of disciplinary action shall have the right to challenge such action through the grievance procedure.
- 27.5 Disciplinary action and discharge shall be for just cause.

ARTICLE 28
LONGEVITY PAY

Each employee covered by this Agreement shall be entitled to a longevity payment annually in accordance to the following schedule:

YEARS OF REGULAR, FULL TIME EMPLOYMENT AS OF DEC. 31	LONGEVITY PAYMENT
1 Year of Service but less than 5 Years	\$1300
5 Years of Service, but less than 10 Years	\$1900
10 Years of Service, but less than 15 Years	\$2140
15 Years of Service, but less than 20 Years	\$2380
20 Years of Service, but less than 25 Years	\$2620
25 Years of Service, but less than 30 Years	\$2860
30 Years of Service and over	\$3100

The longevity payment will be distributed on December 1st of each year to those employees meeting the criteria during the specific calendar year. Any employee receiving a longevity payment (those employees with a December anniversary date) and leaves KEYS for any reason other than retirement will be required to reimburse KEYS (withheld from final paycheck) a prorated amount of the payment. Any employee retiring from KEYS will receive a pro-rated share of their longevity payment if the retirement date differs from the anniversary date. In addition, if an employee deceases and would have been eligible for longevity payment, the beneficiary will receive a pro-rated share of the longevity payment.

ARTICLE 29
DURATION

- 29.1 This agreement, upon approval and ratification shall be in full force and effect for the period of May 1, 2021, through April 30, 2024, and shall continue thereafter in full force and effect unless not later than ninety (90) days prior to the termination date above, or any anniversary date thereof, either party gives notice to the other party in writing of its desire to amend, add to, or modify this agreement. After receipt of said notice, negotiations shall commence as soon as possible, but not later than sixty (60) days before the anniversary of this Agreement, or any renewal thereof, and if such negotiations are not completed within thirty (30) days prior to the anniversary date, all issues shall be handled in accordance with the provisions of Section 447.012, Florida Statutes.
- 29.2 Wage increases for the contract term are described as follows and are more specifically set forth as to each position in the pay scales included in EXHIBIT "A" to this 2021-2024 Agreement. As noted, EXHIBIT "A" sets forth the Pay Scales for all positions and it includes titles/positions that have been identified by footnote 2 as frozen positions that will receive lump sum payments or partial lumps sum payments and partial wage increases to base pay as described below; and the remaining titles/positions (some of which have the same names as the frozen positions that have been assigned a new pay scale), which are not frozen and will receive the negotiated wage increases as described below.

- a) Year 1: May 1, 2021 through April 30, 2022 (1.5% as described below and in EXHIBIT "A"):

ARTICLE 29 (Continued)
DURATION

- a. Any employee who is hired into and any current employee (hired before this Agreement is ratified) who is promoted into a position that has a new pay scale identified in EXHIBIT "A" (i.e., hired and/or promoted into a position that is not identified by footnote 2) on or after the ratification date of this 2021 – 2024 Agreement will be placed in the new pay scale for that position. No employee who is hired or promoted on or after the ratification date of this 2021-2024 Agreement will be placed in the pay scale for a frozen position/title.
 - b. Effective May 1, 2021, the base pay rates (Step 3) for all positions shall be adjusted by the negotiated 1.5% wage increase.
 - c. When an employee who is in the Step 3 pay rate of an old/frozen position identified in the pay scale under footnote 2 of the existing EXHIBIT "A" in the 2021 - 2024 contract reaches parity with the new Step 3 pay rate applicable to the position with the same name/title, the old pay scale shall be eliminated and the employee(s) in that/those positions shall continue in the new pay scale for the position with eligibility for the applicable negotiated pay increases for the position going forward.
 - d. Effective May 1, 2021, employees in the new pay scale identified in EXHIBIT "A" (i.e., hired and/or promoted into a position that is not identified by footnote 2) for the Accounting Representative position will have their pay rate (Step 3) adjusted to \$24.79. The employees in the new pay scale will receive the full 1.5% pay increase applied to their adjusted pay rate in Year 1.
- b) Year 2: May 1, 2022 through April 30, 2023 (2.5% as described below and in EXHIBIT "A"):
- a. The base pay rates for current employees in the positions identified in the old/frozen pay scale under footnote 2 of the existing EXHIBIT "A" in the current contract shall remain frozen for this second contract year. As a result, the negotiated 2.5% wage increase for this second contract year shall be paid to these employees as a combination of 1.3% lump sum payment (split equally with the first portion paid on the first pay period after May 1, 2022 and the second portion paid on the first pay period after November 1, 2022), and 1.2% base pay increase, which shall be effective May 1, 2022.
 - i. An exception to the above would be for those current employees in the positions identified in the old/frozen pay scale under footnote 2 of the existing EXHIBIT "A" for Accounting Representative, Customer Service Leader, and Storekeeper. The employees in the old/frozen pay scale under footnote 2 of the existing EXHIBIT "A" for the aforementioned will receive the negotiated 2.5% wage increase entirely as a lump sum payment (split equally with the first portion paid on the first pay period after May 1, 2022 and the second portion paid on the first pay period after November 1, 2022).

ARTICLE 29 (Continued)
DURATION

- b. To be eligible for the second portion of the lump sum payment in this second contract year, the employee must be in the same frozen position on November 1, 2022. Employees who have been promoted into a different position before November 1, 2022, will not be eligible for the second portion of that lump sum payment in this contract year.
 - c. Effective May 1, 2022, the base pay rates (Step 3) for all other positions not identified above shall be adjusted by the negotiated 2.5% wage increase.
 - d. When an employee who is in the Step 3 pay rate of an old/frozen position identified in the pay scale under footnote 2 of the existing EXHIBIT "A" in the 2021 - 2024 contract reaches parity with the new Step 3 pay rate applicable to the position with the same name/title, the old pay scale shall be eliminated and the employee(s) in that/those positions shall continue in the new pay scale for the position with eligibility for the applicable negotiated pay increases for the position going forward.
- c) Year 3: May 1, 2023 through April 30, 2024 (3% as described below and in EXHIBIT "A"):
- a. The base pay rates for current employees in the positions identified in the old/frozen pay scale under footnote 2 of the existing EXHIBIT "A" in the current contract shall remain frozen for this third contract year. As a result, the negotiated 3% wage increase for this third contract year shall be paid to these employees as a combination 1.5% lump sum payment (split equally with the first portion paid on the first pay period after May 1, 2023 and the second portion paid on the first pay period after November 1, 2023), and 1.5% base pay increase, which shall be effective May 1, 2023.
 - i. An exception to the above would be for those current employees in the positions identified in the old/frozen pay scale under footnote 2 of the existing EXHIBIT "A" for Accounting Representative, Customer Service Leader, and Storekeeper. The employees in the old/frozen pay scale under footnote 2 of the existing EXHIBIT "A" for the aforementioned will receive the negotiated 3% wage increase entirely as a lump sum payment (split equally with the first portion paid on the first pay period after May 1, 2023 and the second portion paid on the first pay period after November 1, 2023).
 - b. To be eligible for the second portion of the lump sum payment in this second contract year, the employee must be in the same frozen position on November 1, 2023. Employees who have been promoted into a different position before November 1, 2023, will not be eligible for the second portion of that lump sum payment in this contract year.
 - c. Effective May 1, 2023, the base pay rates (Step 3) for all other positions not identified above shall be adjusted by the negotiated 3% wage increase.

ARTICLE 29 (Continued)
DURATION

- d. When an employee who is in the Step 3 pay rate of an old/frozen position identified in the pay scale under footnote 2 of the existing EXHIBIT "A" in the 2021 - 2024 contract reaches parity with the new Step 3 pay rate applicable to the position with the same name/title, the old pay scale shall be eliminated and the employee(s) in that/those positions shall continue in the new pay scale for the position with eligibility for the applicable negotiated pay increases for the position going forward.

ARTICLE 30
GUIDELINES FOR APPLICATION OF PAY RANGES

30.1 SHIFT DIFFERENTIAL

The classifications are designed as shift by the letter (s). Shift employees will be paid a shift differential. If fifty percent (50%) or more of such employees' working hours fall between the hours of 4:00 p.m. and 12:00 midnight, he/she shall receive a shift differential of \$0.40 per hour for all hours worked on such shift. If fifty percent (50%) or more of such employees' working hours fall between the hours of 12:00 midnight and 8:00 a.m., he/she shall receive a shift differential of \$0.60 per hour for all hours worked on such shift.

30.2 GENERAL PHILOSOPHY

Ranges within the job classification are defined by the steps; progression through steps is based on time in position and skill level.

30.3 IMPLEMENTATION OF PLAN

No employee's rate would be reduced to come within a range. Those already above the range for their position will not be eligible for increases. It is emphasized that to do so would defeat the intent of the plan to provide essentially equal pay for essentially equal work.

30.4 APPLICATION OF STEPS

Hiring qualified candidates for employment in a classification would normally be assigned the rate of Step 1 of the grade to which the position is assigned. Usually, well-qualified candidates, i.e., those with five or more years of experience in the same or directly related work could be employed at Step 2 and advance to Step 3 at the completion of the probationary period.

30.5 ADVANCEMENT THROUGH STEPS (EXCEPT APPRENTICES)

For probationary employees moving along the line of progression, the end of the probationary period would qualify this employee to be advanced to the next higher Step of the pay grade at the time of the permanent status. For those employees starting at Step 1, advancement to Step 2 would be on completion of the probationary period, and advancement to Step 3 would be on the first anniversary of the hiring.

ARTICLE 30 (Continued)
GUIDELINES FOR APPLICATION OF PAY RANGES

For probationary employees transferring outside the line of progression, upon successful completion of the probationary period would qualify this employee to be advanced to the next higher step of the pay grade. For those employees starting at Step 1, advancement to Step 2 would be on the completion of the 6-month probationary period, and advancement to Step 3 would be on the first anniversary of the hiring.

30.6 PROMOTIONS AND TEMPORARY ASSIGNMENTS (EXCEPT APPRENTICES)

Promoted employees and Temporary Assignments would advance to the step of the new position's range which provides an increase of at least five (5%) or to the minimum of that range. However, no employee shall exceed the maximum step in the new position's pay range. One month after receiving notification that the employee had been awarded a new position, said employee will receive the new rate of pay. Should said employee be paid the higher rate of pay and then rescinds his/her promotion, said employee will be responsible for restitution to KEYS said differential pay for all hours worked within a reasonable amount of time. In the case of a promotion (advancement along the line of progression), the time interval between Steps will be 6-months.

30.7 APPRENTICESHIP PROGRAM

Qualified candidates selected for employment in any apprentice job classification shall be assigned the starting rate for that apprentice job classification. Normally employees will start at step 1 and upon successful completion of the initial six-month probationary period, advance to step 2. Advancement to step 3 should be six months later or upon successful completion of the first year of the apprentice program and each successive step thereafter should occur, upon successful completion of the next full year of the required training program, and will be effective on the date that a recommendation for advancement is made by the Department Director and/or Supervisor and subsequently approved by the KEYS' Training Committee.

Advancement to Journeyman Level: Upon successful completion of the entire apprenticeship program, as noted in a memorandum from the Department Director and/or Supervisor to the KEYS' Training Committee, said employee will be promoted to the journey level job classification and will then be placed in the top step of the pay range for the journey level job classification, effective on the date of the Director's memorandum and subsequently approved by the KEYS' Training Committee.

In the event an employee fails to complete an apprenticeship program said employee forfeits rights afforded in Article 20.3 (d).

ARTICLE 31
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ARTICLE 32
RULES AND REGULATIONS

- 32.1 It is agreed and understood that the Employer has Rules and Regulations governing employment. The Union agrees, that consistent with Article III, said Rules and Regulations shall be formulated, amended, revised and implemented in the sole and exclusive discretion of the Employer, provided, however, that said new, amended, revised and implemented rule or regulation will neither be arbitrary or capricious nor will it be in conflict with the provisions of this Agreement. In the event that the Union grieves the Employer's implementation of a rule or regulation, the arbitrator shall only have the authority to determine whether such rule or regulation was arbitrary or capricious, the rule or regulation shall be referred back to the Employer. The Employer shall then either implement a new rule/regulation or abandon the rule/regulation.
- 32.2 The Employer shall provide a copy of any newly proposed rule or regulation, as well as any proposed amendment or revision to a rule or regulation to the Union. Said rules or regulations will be provided prior to their effective date. As provided in paragraph one (1), above, the Rules and Regulations will be formulated, amended, revised and implemented in the sole and exclusive discretion of the Employer. However, the Union may submit a written request to bargain over the impact of the new and/or revised rule or regulation within fifteen (15) working days from receipt of the proposed rule or regulation. The Employer agrees that it will immediately participate in requested impact bargaining, provided that the effective date of the new and/or revised rule or regulation will not be delayed until after the completion of impact bargaining. Failure of the Union to request impact bargaining within said fifteen (15) working days shall constitute a waiver.

ARTICLE 33
DRUG FREE WORKPLACE POLICY

- 33.1 Refer to KEYS' Rules and Regulations Handbook for policy.

ARTICLE 34
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ARTICLE 35
EMERGENCIES

- 35.1 If the Manager of KEYS determines that emergency conditions exist, the provisions of this Agreement may be suspended by the Manager during the time of the emergency. Any provisions so suspended will be reinstated at the end of the emergency. The provisions covering wages shall not be suspended. An emergency is a temporary condition that includes civil disorders jeopardizing the System, hurricane conditions or similar catastrophes.
- 35.2 The Manager shall notify the Union and the employees immediately upon determining that an emergency exists, the nature of the emergency and, to the extent possible, the length of time the emergency condition is expected to continue.

ARTICLE 36
ESTABLISHING AND/OR REVISING JOBS

- 36.1 As provided in Article III, the Employer, in its sole and exclusive discretion, may (among other rights) decide to change the job duties of an existing job classification, create new classifications and/or merge existing job classifications into a new classification. When the Employer chooses to exercise these rights, it may unilaterally establish the job classification(s), create and implement a job description (subject to the approval of the Training Committee of that part of the job description covering qualifications), select employees to fill said position(s) (subject to the Job Filling Article) and establish appropriate wages (subject to the Union's right to bargain over wages) and working conditions.

All job descriptions will be reviewed on an annual basis to ensure that all components are current.

All job description updates will be made annually, by December 31st of each year, except when otherwise necessitated by unforeseeable circumstances.

- 36.2 If the Employer excludes classifications from the bargaining unit, the Union may petition the Public Employees Relations Commission for unit clarification.

ARTICLE 37
EMPLOYEE AND UNION COOPERATION

- 37.1 The Union agrees that it and all of its members will at all times, both individually and collectively work in the Employer's best interest and further will perform efficient work and put forth their best effort toward obtaining lowest possible operating costs to protect the properties and serve the best interest of KEYS.

ARTICLE 38
PROBATION

- 38.1 The probationary period shall be regarded as an integral part of the employment process. It shall be utilized for securing the most effective adjustment for newly hired employees and employees who are promoted or reclassified; and for closely observing the employee's work, and for "separating" employees, whose performance does not meet required standards.
- 38.2 The probationary period for all new employees will be six (6) months of continuous employment. However, the Employer may, in its sole and exclusive discretion, extend an employee's probationary period for up to an additional six (6) months of continued employment. Upon the expiration of this time period, the Employer shall either: (1) recommend, in writing, retention of the employee, at which time the employee shall be granted regular status, or be removed from probation, or (2) in the event the Employer shall fail to make a positive recommendation, the employee shall automatically be separated from employment with the Employer, said separation being absolutely final, with no rights of appeal to any authority, including the grievance/arbitration procedure contained herein.

ARTICLE 38 (Continued)
PROBATION

- 38.3 A newly hired employee and an employee placed on disciplinary probation serves at the will and pleasure of the Employer. Accordingly, no probationary employee may grieve, or otherwise challenge, any decisions involving discipline, layoff or discharge (for whatever reason).
- 38.4 Further, a newly hired employee will not be covered by the terms of this Agreement, except for Articles 5, 6, 7, 8, 9, 10.1, 10.2, 10.5, 10.14, 11, 12.1, 12.2, 12.4, 12.6, 13, 14, 15, 19, 20.1, 20.2, 20.3 (a), 20.3 (c), 20.4, 23, 24, 26, 32, 33, 35 and 38. Any employees in their new hire probationary period shall accrue sick and vacation leave from the date of hire but shall not be eligible to use any sick leave or to use or be compensated in any way for vacation leave until the newly hired employee successfully completes the probationary period and becomes a regular employee.
- 38.5 A regular employee who is promoted or reclassified shall be placed on a temporary probationary period for six (6) months. This temporary period is in order to determine whether or not such employee can satisfactorily perform the duties and accomplish the work in the position to which the employee has been promoted or reclassified. The probationary period will be six (6) months of continuous employment. However, the Employer may extend an employee's probationary period for up to an additional six (6) months of continued employment if employee does not satisfactorily meet new position expectations. Upon the expiration of this time period, the Employer shall either: (1) recommend, in writing, retention of the employee, at which time the employee shall be removed from probation, or (2) in the event the Employer shall fail to make a positive recommendation, the employee shall automatically be separated from employment with the Employer, said separation being absolutely final, with no rights of appeal to any authority, including the grievance/arbitration procedure contained herein. Any absences may extend the temporary probation for the same amount of time. A regular employee who transfers into a new position may be subject to monthly performance evaluations as per KEYS' Rules & Regulations policy.

ARTICLE 39
COMPENSATORY LEAVE

- 39.1 Employees may convert up to twenty-seven (27) overtime hours for a maximum of forty and one-half (40.5) straight-time equivalent hours in a contract year into compensatory leave. Converting compensatory time will be solely at the discretion of the employee by submitting the required documentation to their Supervisor. (Example of compensatory conversion: 1-hour overtime equals 1.5 hours compensatory leave.) Employees must convert a minimum of two (2) hours per pay period and must be in whole hour increments. All compensatory leave must be taken within the contract year or it will be paid out. Granting compensatory leave cannot unduly disrupt departmental operations.

ARTICLE 40
EMPLOYEE REST TIME POLICY

Purpose:

The purpose of this Employee Rest Time Policy is to provide employees and supervisors with guidelines, which will be used in determining eligibility for Rest Time Pay. To maintain a safe and productive working environment, KEYS recognizes that rest times are important.

The rest time pay benefit in this policy is applicable to situations involving routine unscheduled/unplanned trouble calls and preplanned work assignments. It is not applicable to declared emergencies whether inside or outside of regularly scheduled work hours. This policy does not limit KEYS' right to schedule and/or reschedule employees in accordance with business necessity.

An employee required to continue working past the normal completion time of his/her scheduled shift or who is called back to work without having eight (8) consecutive hours off may be granted, up to eight (8) consecutive hours off, some of which may be paid time off ("paid rest time"), following these guidelines, between the time the employee is released from work and prior to reporting for the next work period. All paid rest time must be pre-approved at the Department Director's (or designee's) discretion for each circumstance on a case-by-case basis. The following guidelines will be used by the Department Director (or designee) when applying his/her discretion in determining the amount of paid rest time that may be approved, up to eight (8) hours, for affected employees:

Guidelines:

- Paid rest time will not be granted in any case to an employee who has had at least eight hours off before the start of a normal scheduled shift.
- Paid rest time will not be granted in any case to an employee for work associated with a callout that occurs within three (3) hours of reporting to normal scheduled shift. In such cases, the employee is expected to work until the completion of his/her normal shift.
- To be eligible for paid rest time, an employee must work at least three (3) consecutive hours of extra duty during the eight (8) hour period before the start time of his/her normal scheduled shift in order to be eligible for up to four (4) hours of paid rest time. An employee who works at least five (5) consecutive hours of extra duty during the eight (8) hour period before the start time of his/her normal scheduled shift may be paid up to eight (8) hours of paid rest time, depending upon the number of hours actually worked. Employees who were on paid standby and who are approved for more than four (4) hours of paid rest time shall not forfeit their standby pay.
- Eligibility for paid rest time will be determined in the discretion of the Department Director (or designee) for work performed in non-consecutive or intermittent call outs or for work taking less than three (3) consecutive hours.
- The employee must obtain pre-approval from the Department Director (or designee) for the amount of paid rest time in each case. This will ensure that the Department is aware of scheduling issues and options and possible conflicts.
- When paid rest time is approved to cover time during an employee's normally scheduled work shift, the employee will be paid full pay on an "hour-for-hour" basis for up to eight (8) hours that the employee is absent on such approved paid rest time during his/her next regular scheduled shift.
- For the purposes of calculating overtime pay eligibility, normally scheduled shift hours that are substituted for properly approved "paid rest time" hours will be considered hours worked.

EXHIBIT "A"

EXHIBIT A Bargaining Unit Pay Scale Effective May 1, 2021-April 30, 2022							
Job Title	Step 1	Step 2	Step 3	Start of 3rd Year Step 4	Start of 4th Year Step 5	Lump Sum May 1	Lump Sum Nov 1
Accounting Representative	\$20.29	\$22.73	\$25.16			N/A	N/A
Accounting Representative ²			\$28.81			N/A	N/A
Apprentice Auto Mechanic	\$21.62	\$24.21	\$26.81	\$28.28	\$29.84	N/A	N/A
Apprentice Engineering Field Representative	\$29.16	\$32.66	\$36.16			N/A	N/A
Apprentice I&E Tech/Operator Level I	\$26.36	\$29.52	\$32.68	\$34.48	\$36.38	N/A	N/A
Apprentice I&E Tech/Operator Level II	\$33.29	\$37.29	\$41.28			N/A	N/A
Apprentice Lineman	\$26.13	\$29.26	\$32.40	\$34.18	\$36.06	N/A	N/A
Apprentice Maintenance Person	\$21.51	\$24.09	\$26.67	\$28.14	\$29.69	N/A	N/A
Apprentice Meter Service Technician	\$23.71	\$26.55	\$29.39			N/A	N/A
Apprentice Operator Maintainer	\$25.53	\$28.59	\$31.66	\$33.40	\$35.24	N/A	N/A
Apprentice Power System Coordinator	\$32.41	\$36.30	\$40.18			N/A	N/A
Apprentice Storekeeper	\$20.77	\$23.26	\$25.75			N/A	N/A
Apprentice Substation Electrician	\$26.36	\$29.52	\$32.68	\$34.48	\$36.38	N/A	N/A
Apprentice Tree Trimmer	\$21.98	\$24.62	\$27.25			N/A	N/A
Auto Diesel Vehicle Technician	\$26.00	\$29.12	\$32.24			N/A	N/A
Auto Diesel Vehicle Technician ²			\$35.46			N/A	N/A
Buyer Inventory Analyst	\$27.04	\$30.28	\$33.53			N/A	N/A
Buyer Inventory Analyst ^f			\$34.91			N/A	N/A
Collections Representative	\$21.43	\$24.00	\$26.57			N/A	N/A
Collections Representative ²			\$29.20			N/A	N/A
Courier ²			\$22.59			N/A	N/A
Customer Service Leader	\$24.45	\$27.38	\$30.32			N/A	N/A
Customer Service Leader ²			\$34.91			N/A	N/A
Customer Service Representative I	\$18.97	\$21.24	\$23.52			N/A	N/A
Customer Service Representative II	\$20.29	\$22.73	\$25.16			N/A	N/A
Customer Service Representative III	\$23.16	\$25.94	\$28.71			N/A	N/A
Customer Service Representative III ^f			\$31.11			N/A	N/A
Engineering Field Representative	\$32.41	\$36.30	\$40.18			N/A	N/A
Fleets Leader	\$30.73	\$34.42	\$38.10			N/A	N/A
General Helper/Courier	\$16.63	\$18.63	\$20.62			N/A	N/A
GIS / Autocad Operator	\$32.41	\$36.30	\$40.18			N/A	N/A
I&E Technician/Operator	\$36.78	\$41.19	\$45.60			N/A	N/A
Journey Lineman	\$37.43	\$41.92	\$46.42			N/A	N/A
Line Leader	\$40.81	\$45.71	\$50.61			N/A	N/A
Maintenance Leader Facilities	\$30.26	\$33.89	\$37.52			N/A	N/A
Maintenance Person	\$25.87	\$28.97	\$32.07			N/A	N/A
Maintenance Person ²			\$34.91			N/A	N/A
Meter Service Office Representative	\$27.04	\$30.29	\$33.54			N/A	N/A
Meter Service Technician	\$26.42	\$29.59	\$32.76			N/A	N/A
Meter Services Leader	\$29.59	\$33.14	\$36.69			N/A	N/A
Meter Services Leader ²			\$37.99			N/A	N/A
Operator / Maintainer	\$31.83	\$35.65	\$39.47			N/A	N/A
Operator / Maintainer Leader	\$35.98	\$40.30	\$44.62			N/A	N/A
Power System Coordinator	\$36.12	\$40.46	\$44.79			N/A	N/A
Power System Coordinator (NERC)	\$36.86	\$41.28	\$45.71			N/A	N/A
Receptionist	\$16.75	\$18.76	\$20.77			N/A	N/A
SCADA/Relay Technician	\$29.32	\$32.84	\$36.36			N/A	N/A
Storekeeper	\$22.64	\$25.36	\$28.07			N/A	N/A
Storekeeper ²			\$32.73			N/A	N/A
Substation Electrical Leader	\$39.45	\$44.19	\$48.92			N/A	N/A
Substation Electrician	\$36.78	\$41.19	\$45.60			N/A	N/A
Tree Trimmer	\$23.96	\$26.83	\$29.71			N/A	N/A
Tree Trimmer ²			\$32.73			N/A	N/A

²Pay rates for each of these footnote² positions are applicable only to employees in these positions prior to the ratification date of the 2018-2021 Agreement. Employees newly hired and who are promoted into these positions, shall be placed in the new pay scale for this position.

EXHIBIT A Bargaining Unit Pay Scale Effective May 1, 2022-April 30, 2023							
Job Title	Step 1	Step 2	Step 3	Start of 3rd Year Step 4	Start of 4th Year Step 5	Lump Sum May 1	Lump Sum Nov 1
Accounting Representative	\$20.80	\$23.29	\$25.79			N/A	N/A
Accounting Representative ²			\$28.81			\$749.06	\$749.06
Apprentice Auto Mechanic	\$22.16	\$24.82	\$27.48	\$28.99	\$30.59	N/A	N/A
Apprentice Engineering Field Representative	\$29.89	\$33.48	\$37.06			N/A	N/A
Apprentice I&E Tech/Operator Level I	\$27.01	\$30.26	\$33.50	\$35.34	\$37.28	N/A	N/A
Apprentice I&E Tech/Operator Level II	\$34.12	\$38.22	\$42.31			N/A	N/A
Apprentice Lineman	\$26.78	\$30.00	\$33.21	\$35.04	\$36.96	N/A	N/A
Apprentice Maintenance Person	\$22.05	\$24.69	\$27.34	\$28.84	\$30.43	N/A	N/A
Apprentice Meter Service Technician	\$24.29	\$27.21	\$30.12			N/A	N/A
Apprentice Operator Maintainer	\$26.17	\$29.31	\$32.45	\$34.24	\$36.12	N/A	N/A
Apprentice Power System Coordinator	\$33.21	\$37.20	\$41.18			N/A	N/A
Apprentice Storekeeper	\$21.29	\$23.84	\$26.39			N/A	N/A
Apprentice Substation Electrician	\$27.01	\$30.26	\$33.50	\$35.34	\$37.28	N/A	N/A
Apprentice Tree Trimmer	\$22.53	\$25.23	\$27.93			N/A	N/A
Auto Diesel Vehicle Technician	\$26.65	\$29.85	\$33.05			N/A	N/A
Auto Diesel Vehicle Technician ²			\$35.89			\$479.42	\$479.42
Buyer Inventory Analyst	\$27.72	\$31.04	\$34.37			N/A	N/A
Buyer Inventory Analyst ²			\$35.33			\$471.98	\$471.98
Collections Representative	\$21.96	\$24.60	\$27.23			N/A	N/A
Collections Representative ²			\$29.55			\$394.78	\$394.78
Courier ²			\$22.86			\$305.42	\$305.42
Customer Service Leader	\$25.06	\$28.07	\$31.08			N/A	N/A
Customer Service Leader ²			\$34.91			\$907.66	\$907.66
Customer Service Representative I	\$19.44	\$21.77	\$24.11			N/A	N/A
Customer Service Representative II	\$20.80	\$23.29	\$25.79			N/A	N/A
Customer Service Representative III	\$23.73	\$26.58	\$29.43			N/A	N/A
Customer Service Representative III ²			\$31.48			\$420.61	\$420.61
Engineering Field Representative	\$33.21	\$37.20	\$41.18			N/A	N/A
Fleets Leader	\$31.49	\$35.27	\$39.05			N/A	N/A
General Helper/Courier	\$17.04	\$19.09	\$21.14			N/A	N/A
GIS / Autocad Operator	\$33.21	\$37.20	\$41.18			N/A	N/A
I&E Technician/Operator	\$37.69	\$42.22	\$46.74			N/A	N/A
Journey Lineman	\$38.37	\$42.98	\$47.58			N/A	N/A
Line Leader	\$41.83	\$46.86	\$51.88			N/A	N/A
Maintenance Leader Facilities	\$31.01	\$34.74	\$38.46			N/A	N/A
Maintenance Person	\$26.51	\$29.69	\$32.87			N/A	N/A
Maintenance Person ²			\$35.33			\$471.98	\$471.98
Meter Service Office Representative	\$27.72	\$31.05	\$34.38			N/A	N/A
Meter Service Technician	\$27.08	\$30.33	\$33.58			N/A	N/A
Meter Services Leader	\$30.33	\$33.97	\$37.61			N/A	N/A
Meter Services Leader ²			\$38.45			\$513.62	\$513.62
Operator / Maintainer	\$32.63	\$36.54	\$40.46			N/A	N/A
Operator / Maintainer Leader	\$36.88	\$41.31	\$45.74			N/A	N/A
Power System Coordinator	\$37.02	\$41.47	\$45.91			N/A	N/A
Power System Coordinator (NERC)	\$37.78	\$42.32	\$46.85			N/A	N/A
Receptionist	\$17.17	\$19.23	\$21.29			N/A	N/A
SCADA/Relay Technician	\$30.06	\$33.66	\$37.27			N/A	N/A
Storekeeper	\$23.20	\$25.99	\$28.77			N/A	N/A
Storekeeper ²			\$32.73			\$850.98	\$850.98
Substation Electrical Leader	\$40.44	\$45.29	\$50.14			N/A	N/A
Substation Electrician	\$37.69	\$42.22	\$46.74			N/A	N/A
Tree Trimmer	\$24.56	\$27.51	\$30.45			N/A	N/A
Tree Trimmer ²			\$33.12			\$442.51	\$442.51

²Pay rates for each of these footnote² positions are applicable only to employees in these positions prior to the ratification date of the 2018-2021 Agreement. Employees newly hired and who are promoted into these positions, shall be placed in the new pay scale for this position.

EXHIBIT A Bargaining Unit Pay Scale Effective May 1, 2023-April 30, 2024							
Job Title	Step 1	Step 2	Step 3	Start of 3rd Year Step 4	Start of 4th Year Step 5	Lump Sum May 1	Lump Sum Nov 1
Accounting Representative	\$21.42	\$23.99	\$26.56			N/A	N/A
Accounting Representative ²			\$28.81			\$898.87	\$898.87
Apprentice Auto Mechanic	\$22.83	\$25.57	\$28.30	\$29.86	\$31.50	N/A	N/A
Apprentice Engineering Field Representative	\$30.78	\$34.48	\$38.17			N/A	N/A
Apprentice I&E Tech/Operator Level I	\$27.83	\$31.17	\$34.51	\$36.40	\$38.40	N/A	N/A
Apprentice I&E Tech/Operator Level II	\$35.14	\$39.36	\$43.58			N/A	N/A
Apprentice Lineman	\$27.59	\$30.90	\$34.21	\$36.09	\$38.07	N/A	N/A
Apprentice Maintenance Person	\$22.71	\$25.44	\$28.16	\$29.71	\$31.34	N/A	N/A
Apprentice Meter Service Technician	\$25.02	\$28.02	\$31.02			N/A	N/A
Apprentice Operator Maintainer	\$26.95	\$30.19	\$33.42	\$35.26	\$37.20	N/A	N/A
Apprentice Power System Coordinator	\$34.21	\$38.31	\$42.42			N/A	N/A
Apprentice Storekeeper	\$21.92	\$24.55	\$27.18			N/A	N/A
Apprentice Substation Electrician	\$27.83	\$31.17	\$34.51	\$36.40	\$38.40	N/A	N/A
Apprentice Tree Trimmer	\$23.20	\$25.98	\$28.77			N/A	N/A
Auto Diesel Vehicle Technician	\$27.45	\$30.75	\$34.04			N/A	N/A
Auto Diesel Vehicle Technician ²			\$36.43			\$559.88	\$559.88
Buyer Inventory Analyst	\$28.55	\$31.98	\$35.40			N/A	N/A
Buyer Inventory Analyst ²			\$35.86			\$551.15	\$551.15
Collections Representative	\$22.62	\$25.33	\$28.05			N/A	N/A
Collections Representative ²			\$29.99			\$460.98	\$460.98
Courier ²			\$23.20			\$356.62	\$356.62
Customer Service Leader	\$25.82	\$28.91	\$32.01			N/A	N/A
Customer Service Leader ²			\$34.91			\$1,089.19	\$1,089.19
Customer Service Representative I	\$20.03	\$22.43	\$24.83			N/A	N/A
Customer Service Representative II	\$21.42	\$23.99	\$26.56			N/A	N/A
Customer Service Representative III	\$24.45	\$27.38	\$30.31			N/A	N/A
Customer Service Representative III ²			\$31.95			\$491.09	\$491.09
Engineering Field Representative	\$34.21	\$38.31	\$42.42			N/A	N/A
Fleets Leader	\$32.44	\$36.33	\$40.22			N/A	N/A
General Helper/Courier	\$17.56	\$19.67	\$21.77			N/A	N/A
GIS / Autocad Operator	\$34.21	\$38.31	\$42.42			N/A	N/A
I&E Technician/Operator	\$38.82	\$43.48	\$48.14			N/A	N/A
Journey Lineman	\$39.52	\$44.26	\$49.01			N/A	N/A
Line Leader	\$43.09	\$48.27	\$53.44			N/A	N/A
Maintenance Leader Facilities	\$31.95	\$35.78	\$39.61			N/A	N/A
Maintenance Person	\$27.30	\$30.58	\$33.86			N/A	N/A
Maintenance Person ²			\$35.86			\$551.15	\$551.15
Meter Service Office Representative	\$28.56	\$31.98	\$35.41			N/A	N/A
Meter Service Technician	\$27.89	\$31.24	\$34.59			N/A	N/A
Meter Services Leader	\$31.24	\$34.99	\$38.74			N/A	N/A
Meter Services Leader ²			\$39.03			\$599.82	\$599.82
Operator / Maintainer	\$33.61	\$37.64	\$41.67			N/A	N/A
Operator / Maintainer Leader	\$37.99	\$42.55	\$47.11			N/A	N/A
Power System Coordinator	\$38.13	\$42.71	\$47.29			N/A	N/A
Power System Coordinator (NERC)	\$38.92	\$43.59	\$48.26			N/A	N/A
Receptionist	\$17.68	\$19.81	\$21.93			N/A	N/A
SCADA/Relay Technician	\$30.96	\$34.67	\$38.39			N/A	N/A
Storekeeper	\$23.90	\$26.77	\$29.63			N/A	N/A
Storekeeper ²			\$32.73			\$1,021.18	\$1,021.18
Substation Electrical Leader	\$41.65	\$46.65	\$51.64			N/A	N/A
Substation Electrician	\$38.82	\$43.48	\$48.14			N/A	N/A
Tree Trimmer	\$25.29	\$28.33	\$31.36			N/A	N/A
Tree Trimmer ²			\$33.62			\$516.67	\$516.67

²Pay rates for each of these footnote² positions are applicable only to employees in these positions prior to the ratification date of the 2018-2021 Agreement. Employees newly hired and who are promoted into these positions, shall be placed in the new pay scale for this position.

EXHIBIT "B"


GUIDELINES FOR OVERTIME PAYMENT*

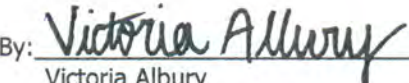
LEAVE TYPE	LEAVE TAKEN BEFORE		OT PLANNED OR		PAYMENT TYPE
	OR AFTER OT		UNPLANNED		
Annual Leave with 5 day notice	Regardless	Before	Regardless	Premium Pay	Premium Pay
Annual Leave without 5 day notice	Before	Before	Planned	Regular Adjustment	Regular Adjustment
Annual Leave without 5 day notice	After	After	Unplanned	Regular Adjustment	Regular Adjustment
Annual Leave without 5 day notice	After	After	Planned	Regular Adjustment	Regular Adjustment
Annual Leave without 5 day notice	After	After	Unplanned	Regular Adjustment	Regular Adjustment
Jury Duty	Regardless	Before	Regardless	Premium Pay	Premium Pay
Worker's Comp	Regardless	Before	Regardless	Premium Pay	Premium Pay
Family Death	Regardless	Before	Regardless	Premium Pay	Premium Pay
Sick Leave w/Dr. Note	Before	Before	Planned	Channels *Emergenices (Common illness excluded)	Channels *Emergenices (Common illness excluded)
Sick Leave w/Dr. Note	Before	Before	Unplanned	Premium Pay	Premium Pay
Sick Leave w/Dr. Note	After	After	Planned	Channels *(Common illness excluded)	Channels *(Common illness excluded)
Sick Leave w/Dr. Note	After	After	Unplanned	Channels *(Common illness excluded)	Channels *(Common illness excluded)
Sick Leave without Dr. Note	Before	Before	Planned	Regular Adjustment	Regular Adjustment
Sick Leave without Dr. Note	Before	Before	Unplanned	Regular Adjustment	Regular Adjustment
Sick Leave without Dr. Note	After	After	Planned	Regular Adjustment	Regular Adjustment
Sick Leave without Dr. Note	After	After	Unplanned	Regular Adjustment	Regular Adjustment
Sick Leave used for Dr. Appt with 10 day notice	Before	Before	Planned	Premium Pay **Unless Supervisor Planned OT before Employee gave Notice**	Premium Pay **Unless Supervisor Planned OT before Employee gave Notice**
Sick Leave used for Dr. Appt with 10 day notice	Before	Before	Unplanned	Premium Pay	Premium Pay
Sick Leave used for Dr. Appt with 10 day notice	After	After	Planned	Premium Pay	Premium Pay
Sick Leave used for Dr. Appt with 10 day notice	After	After	Unplanned	Premium Pay	Premium Pay
Sick Leave used for Dr. Appt with less than 10 day notice	Before	Before	Planned	Channels *(Common illness excluded)	Channels *(Common illness excluded)
Sick Leave used for Dr. Appt with less than 10 day notice	Before	Before	Unplanned	Premium Pay	Premium Pay
Sick Leave used for Dr. Appt with less than 10 day notice	After	After	Planned	Regular Adjustment	Regular Adjustment
Sick Leave used for Dr. Appt with less than 10 day notice	After	After	Unplanned	Channels *(Common illness excluded)	Channels *(Common illness excluded)
Sick Leave used for Family Illness	Before	Before	Planned	Channels	Channels
Sick Leave used for Family Illness	Before	Before	Unplanned	Channels	Channels
Sick Leave used for Family Illness	After	After	Planned	Channels	Channels
Sick Leave used for Family Illness	After	After	Unplanned	Channels	Channels

***Employees responsibility for bringing overtime issues up to his/her Supervisor within the same pay period. ***

IN WITNESS WHEREOF, The Utility Board of the City of Key West, Florida "Keys Energy Services" and the International Brotherhood of Electrical Workers "Local Union 1990", have each caused these present to be executed in their names on behalf of their proper officials hereunto duly authorized this 28th day of April, 2021.

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL UNION 1990

By: 
Frankie Webb Holtkamp
President – Local Union 1990

By: 
Victoria Albury
Financial Secretary – Local Union 1990

UTILITY BOARD OF THE CITY OF KEY WEST
"KEYS ENERGY SERVICES"

By: 
Mona C. Clark
Utility Board Chair

By: 
Lynne Tejeda
Secretary – Utility Board

Agreement – Between
Utility Board of the City of Key West "Keys Energy Services"
and
International Brotherhood of Electrical Workers, Local Union 1990

This Memorandum of Understanding (hereinafter MOU) is entered into this 27th day of April, 2022, by and between the Utility Board of the City of Key West, Florida "Keys Energy Services" (collectively referred to herein as "Utility Board") and International Brotherhood of Electrical Workers Local Union 1990 (referred to herein as "IBEW").

WHEREAS, the Utility Board and the IBEW ratified the Collective Bargaining Agreement (CBA) on April 28, 2021, and

WHEREAS, ARTICLES 29.2 b) & c) and Exhibit "A" of the CBA define wages and job classifications, and

WHEREAS, ARTICLES 29.2 b) and c) were established as follows, and

- b) Year 2: May 1, 2022 through April 30, 2023 (2.5% as described below and in EXHIBIT "A"):*
- a. The base pay rates for current employees in the positions identified in the old/frozen pay scale under footnote 2 of the existing EXHIBIT "A" in the current contract shall remain frozen for this second contract year. As a result, the negotiated 2.5% wage increase for this second contract year shall be paid to these employees as a combination of 1.3% lump sum payment (split equally with the first portion paid on the first pay period after May 1, 2022 and the second portion paid on the first pay period after November 1, 2022), and 1.2% base pay increase, which shall be effective May 1, 2022.*
 - i. An exception to the above would be for those current employees in the positions identified in the old/frozen pay scale under footnote 2 of the existing EXHIBIT "A" for Accounting Representative, Customer Service Leader, and Storekeeper. The employees in the old/frozen pay scale under footnote 2 of the existing EXHIBIT "A" for the aforementioned will receive the negotiated 2.5% wage increase entirely as a lump sum payment (split equally with the first portion paid on the first pay period after May 1, 2022 and the second portion paid on the first pay period after November 1, 2022).*
 - b. To be eligible for the second portion of the lump sum payment in this second contract year, the employee must be in the same frozen position on November 1, 2022. Employees who have been promoted into a different position before November 1, 2022, will not be eligible for the second portion of that lump sum payment in this contract year.*
 - c. Effective May 1, 2022, the base pay rates (Step 3) for all other positions not identified above shall be adjusted by the negotiated 2.5% wage increase.*
 - d. When an employee who is in the Step 3 pay rate of an old/frozen position identified in the pay scale under footnote 2 of the existing EXHIBIT "A" in the 2021 - 2024 contract reaches parity with the new Step 3 pay rate applicable to the position with the same name/title, the old pay scale shall be eliminated and the employee(s) in that/those positions shall continue in the new pay scale for the position with eligibility for the applicable negotiated pay increases for the position going forward.*

- c) *Year 3: May 1, 2023 through April 30, 2024 (3% as described below and in EXHIBIT "A"):*
- a. *The base pay rates for current employees in the positions identified in the old/frozen pay scale under footnote 2 of the existing EXHIBIT "A" in the current contract shall remain frozen for this third contract year. As a result, the negotiated 3% wage increase for this third contract year shall be paid to these employees as a combination 1.5% lump sum payment (split equally with the first portion paid on the first pay period after May 1, 2023 and the second portion paid on the first pay period after November 1, 2023), and 1.5% base pay increase, which shall be effective May 1, 2023.*
 - i. *An exception to the above would be for those current employees in the positions identified in the old/frozen pay scale under footnote 2 of the existing EXHIBIT "A" for Accounting Representative, Customer Service Leader, and Storekeeper. The employees in the old/frozen pay scale under footnote 2 of the existing EXHIBIT "A" for the aforementioned will receive the negotiated 3% wage increase entirely as a lump sum payment (split equally with the first portion paid on the first pay period after May 1, 2023 and the second portion paid on the first pay period after November 1, 2023).*
 - b. *To be eligible for the second portion of the lump sum payment in this second contract year, the employee must be in the same frozen position on November 1, 2023. Employees who have been promoted into a different position before November 1, 2023, will not be eligible for the second portion of that lump sum payment in this contract year.*
 - c. *Effective May 1, 2023, the base pay rates (Step 3) for all other positions not identified above shall be adjusted by the negotiated 3% wage increase.*
 - d. *When an employee who is in the Step 3 pay rate of an old/frozen position identified in the pay scale under footnote 2 of the existing EXHIBIT "A" in the 2021 - 2024 contract reaches parity with the new Step 3 pay rate applicable to the position with the same name/title, the old pay scale shall be eliminated and the employee(s) in that/those positions shall continue in the new pay scale for the position with eligibility for the applicable negotiated pay increases for the position going forward.*

WHEREAS, Exhibit "A" was established as follows, and

EXHIBIT "A"

EXHIBIT A Bargaining Unit Pay Scale Effective May 1, 2022-April 30, 2023										
Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Accounting Representative	\$10.29	\$12.75	\$25.10							
Accounting Representative	\$10.29	\$12.75	\$25.10							
Apprentice Auto Mechanic	\$21.02	\$24.21	\$26.81	\$29.20	\$31.94					
Apprentice Engineering Field Representative	\$21.10	\$23.50	\$26.10							
Apprentice I&E Technician/Operator Level I	\$26.36	\$29.52	\$32.00	\$34.40	\$36.30					
Apprentice I&E Technician/Operator Level II	\$33.29	\$37.20	\$41.28							
Apprentice Lineman	\$26.15	\$29.25	\$32.40	\$34.30	\$36.08					
Apprentice Maintenance Person	\$21.71	\$24.10	\$26.57	\$29.14	\$31.05					
Apprentice Motor Service Technician	\$21.71	\$24.10	\$26.57							
Apprentice Operator Maintenance	\$21.03	\$24.10	\$26.57	\$29.14	\$31.05					
Apprentice Power System Coordinator	\$32.41	\$36.50	\$40.18							
Apprentice Storekeeper	\$26.77	\$29.20	\$31.70							
Apprentice Substation Technician	\$26.36	\$29.52	\$32.00	\$34.40	\$36.30					
Apprentice Train Operator	\$21.06	\$24.42	\$27.25							
Auto Diesel Vehicle Technician	\$26.36	\$29.52	\$32.00							
Auto Diesel Vehicle Technician ¹										
Buyer Inventory Analyst	\$27.04	\$30.21	\$33.05							
Buyer Inventory Analyst ¹										
Collection Representative	\$21.40	\$24.00	\$26.00							
Collection Representative ¹										
Collector	\$24.40	\$27.30	\$30.20							
Customer Service Leader	\$18.02	\$21.24	\$23.52							
Customer Service Leader ¹										
Customer Service Representative I	\$18.02	\$21.24	\$23.52							
Customer Service Representative II	\$20.28	\$23.75	\$26.16							
Customer Service Representative III	\$22.18	\$25.94	\$29.11							
Customer Service Representative IV			\$31.11							
Engineering Field Representative	\$33.41	\$36.50	\$40.18							
Field Leader	\$30.75	\$34.42	\$38.10							
General Helper/Carrier	\$18.03	\$21.43	\$23.52							
GIS / Automatic Operator	\$32.41	\$36.50	\$40.18							
I&E Technician/Operator	\$26.78	\$31.10	\$34.00							
Journey Lineman	\$37.41	\$41.52	\$45.42							
Line Leader	\$40.81	\$45.71	\$50.61							
Maintenance Lead/Technician	\$32.00	\$35.00	\$38.00							
Maintenance Person	\$25.87	\$29.07	\$32.07							
Maintenance Person ¹			\$34.91							
Motor Service Office Representative	\$27.04	\$30.21	\$33.05							
Motor Service Technician	\$26.42	\$29.69	\$32.76							
Motor Services Leader	\$29.09	\$33.14	\$36.69							
Motor Services Leader ¹			\$37.89							
Operator / Maintainer	\$31.03	\$34.05	\$37.47							
Operator / Maintainer Leader	\$33.08	\$36.50	\$40.18							
Power System Coordinator	\$36.12	\$40.40	\$44.79							
Power System Coordinator (NEMC)	\$36.90	\$41.20	\$45.71							
Recycler	\$19.70	\$23.70	\$28.71							
SCADA/Relay Technician	\$29.32	\$32.44	\$35.36							
Storekeeper	\$22.64	\$25.38	\$28.07							
Storekeeper ¹			\$30.73							
Substation Electrical Liner	\$36.43	\$41.10	\$45.92							
Substation Electrician	\$36.78	\$41.10	\$45.92							
Train Operator	\$23.96	\$26.93	\$29.71							
Train Operator ¹			\$32.58							

¹This table for each of these frozen positions are applicable only to employees in these positions prior to the calculation date of the 2019-2021 Agreement. Employees newly hired and who are promoted into these positions, shall be placed in the new pay scale for this position.

EXHIBIT A Bargaining Unit Pay Scale Effective May 1, 2022-April 30, 2023										
Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Accounting Representative	\$20.80	\$23.75	\$26.70							
Accounting Representative ¹										
Apprentice Auto Mechanic	\$22.16	\$24.62	\$27.48	\$29.90	\$32.50					
Apprentice Engineering Field Representative	\$22.09	\$24.48	\$27.06							
Apprentice I&E Technician/Operator Level I	\$27.91	\$30.28	\$32.90	\$35.54	\$38.28					
Apprentice I&E Technician/Operator Level II	\$34.12	\$36.22	\$38.31							
Apprentice Lineman	\$26.79	\$29.56	\$32.41	\$35.04	\$37.45					
Apprentice Maintenance Person	\$22.05	\$24.10	\$26.34	\$28.43	\$30.43					
Apprentice Motor Service Technician	\$22.05	\$24.10	\$26.34							
Apprentice Operator Maintenance	\$21.17	\$23.91	\$26.45	\$28.14	\$30.12					
Apprentice Power System Coordinator	\$33.21	\$37.20	\$41.18							
Apprentice Storekeeper	\$27.29	\$29.84	\$32.39							
Apprentice Substation Technician	\$27.01	\$29.20	\$31.50	\$33.38	\$35.38					
Apprentice Train Operator	\$22.03	\$24.23	\$26.05							
Auto Diesel Vehicle Technician	\$26.05	\$29.81	\$33.65							
Auto Diesel Vehicle Technician ¹										
Buyer Inventory Analyst	\$27.72	\$31.04	\$34.37							
Buyer Inventory Analyst ¹										
Collection Representative	\$21.96	\$24.80	\$27.25							
Collection Representative ¹										
Collector	\$25.06	\$28.07	\$31.08							
Customer Service Leader	\$18.04	\$21.27	\$23.51							
Customer Service Leader ¹										
Customer Service Representative I	\$18.04	\$21.27	\$23.51							
Customer Service Representative II	\$20.30	\$23.70	\$26.70							
Customer Service Representative III	\$22.19	\$25.90	\$29.43							
Customer Service Representative IV			\$31.48							
Engineering Field Representative	\$33.21	\$37.20	\$41.18							
Field Leader	\$30.48	\$34.27	\$38.06							
General Helper/Carrier	\$18.04	\$21.40	\$23.51							
GIS / Automatic Operator	\$33.21	\$37.20	\$41.18							
I&E Technician/Operator	\$27.49	\$31.20	\$34.74							
Journey Lineman	\$38.32	\$42.06	\$45.58							
Line Leader	\$41.83	\$46.06	\$50.08							
Maintenance Lead/Technician	\$33.01	\$36.74	\$40.46							
Maintenance Person	\$26.51	\$29.87	\$33.07							
Maintenance Person ¹			\$35.33							
Motor Service Office Representative	\$27.72	\$31.05	\$34.38							
Motor Service Technician	\$27.08	\$30.23	\$33.58							
Motor Services Leader	\$30.33	\$33.97	\$37.61							
Motor Services Leader ¹			\$39.45							
Operator / Maintainer	\$32.43	\$36.14	\$40.45							
Operator / Maintainer Leader	\$34.86	\$38.31	\$42.14							
Power System Coordinator	\$37.02	\$41.47	\$45.91							
Power System Coordinator (NEMC)	\$37.80	\$42.32	\$46.85							
Recycler	\$17.17	\$21.23	\$25.29							
SCADA/Relay Technician	\$28.05	\$31.86	\$35.27							
Storekeeper	\$23.20	\$26.99	\$30.77							
Storekeeper ¹			\$33.23							
Substation Electrical Liner	\$40.84	\$45.20	\$50.14							
Substation Electrician	\$37.08	\$42.22	\$47.74							
Train Operator	\$24.96	\$27.51	\$30.43							
Train Operator ¹			\$33.12							

¹This table for each of these frozen positions are applicable only to employees in these positions prior to the calculation date of the 2019-2021 Agreement. Employees newly hired and who are promoted into these positions, shall be placed in the new pay scale for this position.

EXHIBIT A Bargaining Unit Pay Scale Effective May 1, 2022-April 30, 2024										
Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Accounting Representative	\$21.42	\$24.95	\$28.46							
Accounting Representative ¹										
Apprentice Auto Mechanic	\$22.83	\$26.37	\$29.86	\$33.36	\$36.90					
Apprentice Engineering Field Representative	\$23.76	\$27.48	\$31.17							
Apprentice I&E Technician/Operator Level I	\$29.63	\$33.37	\$37.11	\$40.81	\$44.50					
Apprentice I&E Technician/Operator Level II	\$35.14	\$38.96	\$42.78							
Apprentice Lineman	\$27.59	\$31.50	\$35.21	\$38.93	\$42.61					
Apprentice Maintenance Person	\$22.71	\$26.44	\$30.15	\$33.71	\$37.34					
Apprentice Motor Service Technician	\$22.71	\$26.44	\$30.15							
Apprentice Operator Maintenance	\$23.06	\$26.91	\$30.76	\$34.58	\$38.39					
Apprentice Power System Coordinator	\$34.21	\$38.31	\$42.42							
Apprentice Storekeeper	\$27.12	\$31.05	\$34.98							
Apprentice Substation Technician	\$27.83	\$31.77	\$35.71	\$39.61	\$43.40					
Apprentice Train Operator	\$23.20	\$27.38	\$31.57							
Auto Diesel Vehicle Technician	\$27.45	\$31.70	\$35.94							
Auto Diesel Vehicle Technician ¹										
Buyer Inventory Analyst	\$28.55	\$33.06	\$37.40							
Buyer Inventory Analyst ¹										
Collection Representative	\$22.62	\$26.35	\$30.08							
Collection Representative ¹										
Collector	\$25.42	\$29.51	\$33.60							
Customer Service Leader	\$18.42	\$22.91	\$27.40							
Customer Service Leader ¹										
Customer Service Representative I	\$18.42	\$22.91	\$27.40							
Customer Service Representative II	\$20.68	\$25.43	\$29.86							
Customer Service Representative III	\$22.42	\$27.17	\$31.50							
Customer Service Representative IV			\$33.50							
Engineering Field Representative	\$34.21	\$38.31	\$42.42							
Field Leader	\$31.44	\$35.55	\$39.66							
General Helper/Carrier	\$18.42	\$22.91	\$27.40							
GIS / Automatic Operator	\$34.21	\$38.31	\$42.42							
I&E Technician/Operator	\$28.42	\$32.49	\$36.56							
Journey Lineman	\$39.52	\$43.60	\$47.67							
Line Leader	\$43.20	\$47.38	\$51.45							
Maintenance Lead/Technician	\$33.90	\$38.06	\$42.13							
Maintenance Person	\$27.30	\$31.08	\$34.86							
Maintenance Person ¹			\$37.10							
Motor Service Office Representative	\$28.56	\$32.48	\$36.40							
Motor Service Technician	\$27.89	\$31.24	\$34.59							
Motor Services Leader	\$31.24	\$35.09	\$38.94							
Motor Services Leader ¹			\$40.85							
Operator / Maintainer	\$33.51	\$37.44	\$41.37							
Operator / Maintainer Leader	\$35.94	\$40.00	\$44.11							
Power System Coordinator	\$38.13	\$42.71	\$47.29							
Power System Coordinator (NEMC)	\$38.92	\$43.50	\$48.08							
Recycler	\$17.68	\$21.81	\$25.94							
SCADA/Relay Technician	\$28.96	\$33.17	\$37.37							
Storekeeper	\$23.30	\$27.17	\$31.03							
Storekeeper ¹			\$33.23							
Substation Electrical Liner	\$41.05	\$45.40	\$49.74							
Substation Electrician	\$38.42	\$42.86	\$47.30							
Train Operator	\$25.23	\$29.13	\$33.03							
Train Operator ¹			\$35.42							

¹This table for each of these frozen positions are applicable only to employees in these positions prior to the calculation date of the 2019-2021 Agreement. Employees newly hired and who are promoted into these positions, shall be placed in the new

The employees in the old/frozen pay scale under footnote 2 of the existing EXHIBIT "A" for the aforementioned will receive the negotiated 4.5% wage increase entirely as a lump sum payment (split equally with the first portion paid on the first pay period after May 1, 2022 and the second portion paid on the first pay period after November 1, 2022).

- f. To be eligible for the second portion of the lump sum payment in this second contract year, the employee must be in the same frozen position on November 1, 2022. Employees who have been promoted into a different position before November 1, 2022, will not be eligible for the second portion of that lump sum payment in this contract year.*
- g. Effective May 1, 2022, the base pay rates (Step 3) for all other positions not identified above shall be adjusted by the negotiated 4.5% wage increase.*
- h. When an employee who is in the Step 3 pay rate of an old/frozen position identified in the pay scale under footnote 2 of the existing EXHIBIT "A" in the 2021 - 2024 contract reaches parity with the new Step 3 pay rate applicable to the position with the same name/title, the old pay scale shall be eliminated and the employee(s) in that/those positions shall continue in the new pay scale for the position with eligibility for the applicable negotiated pay increases for the position going forward.*
- e) Year 3: May 1, 2023 through April 30, 2024 (1% as described below and in EXHIBIT "A"):*
 - a. The base pay rates for current employees in the positions identified in the old/frozen pay scale under footnote 2 of the existing EXHIBIT "A" in the current contract shall remain frozen for this third contract year. As a result, the negotiated 1% wage increase for this third contract year shall be paid to these employees as a combination 0.5% lump sum payment (split equally with the first portion paid on the first pay period after May 1, 2023 and the second portion paid on the first pay period after November 1, 2023), and 0.5% base pay increase, or to the published pay rate established in the CBA Exhibit "A", whichever is greater, which shall be effective May 1, 2023.*
 - i. An exception to the above would be for those current employees in the positions identified in the old/frozen pay scale under footnote 2 of the existing EXHIBIT "A" for Accounting Representative, Customer Service Leader, and Storekeeper. The employees in the old/frozen pay scale under footnote 2 of the existing EXHIBIT "A" for the aforementioned will receive the negotiated 1% wage increase entirely as a lump sum payment (split equally with the first portion paid on the first pay period after May 1, 2023 and the second portion paid on the first pay period after November 1, 2023).*
 - b. To be eligible for the second portion of the lump sum payment in this second contract year, the employee must be in the same frozen position on November 1, 2023. Employees who have been promoted into a different position before November 1, 2023, will not be eligible for the second portion of that lump sum payment in this contract year.*
 - c. Effective May 1, 2023, the base pay rates (Step 3) for all other positions not identified above shall be adjusted by the negotiated 1% wage increase or to the published pay rate established in the 2021 Contract Exhibit A Effective May 1, 2023, whichever is greater.*
 - d. When an employee who is in the Step 3 pay rate of an old/frozen position identified in the pay scale under footnote 2 of the existing EXHIBIT "A" in the 2021 - 2024 contract reaches parity with the new Step 3 pay rate applicable to the position with the same*

name/title, the old pay scale shall be eliminated and the employee(s) in that/those positions shall continue in the new pay scale for the position with eligibility for the applicable negotiated pay increases for the position going forward.

Exhibit "A" for years two and three are replaced with the following:

EXHIBIT A Bargaining Unit Pay Scale Effective May 1, 2022-April 30, 2023							
Job Title	Step 1	Step 2	Step 3	Start of 3rd Year Step 4	Start of 4th Year Step 5	Lump Sum May 1	Lump Sum Nov 1
Accounting Representative	\$21.20	\$23.75	\$26.29			N/A	N/A
Accounting Representative ²			\$28.81			\$1,348.31	\$1,348.31
Apprentice Auto Mechanic	\$22.59	\$25.31	\$28.02	\$29.56	\$31.18	N/A	N/A
Apprentice Engineering Field Representative	\$30.47	\$34.13	\$37.79			N/A	N/A
Apprentice I&E Tech/Operator Level I	\$27.54	\$30.85	\$34.15	\$36.03	\$38.01	N/A	N/A
Apprentice I&E Tech/Operator Level II	\$34.79	\$38.96	\$43.14			N/A	N/A
Apprentice Lineman	\$27.30	\$30.58	\$33.86	\$35.72	\$37.68	N/A	N/A
Apprentice Maintenance Person	\$22.48	\$25.17	\$27.87	\$29.40	\$31.02	N/A	N/A
Apprentice Meter Service Technician	\$24.77	\$27.74	\$30.71			N/A	N/A
Apprentice Operator Maintainer	\$26.68	\$29.88	\$33.08	\$34.90	\$36.82	N/A	N/A
Apprentice Power System Coordinator	\$33.86	\$37.92	\$41.99			N/A	N/A
Apprentice Storekeeper	\$21.70	\$24.30	\$26.91			N/A	N/A
Apprentice Substation Electrician	\$27.54	\$30.85	\$34.15	\$36.03	\$38.01	N/A	N/A
Apprentice Tree Trimmer	\$22.96	\$25.72	\$28.48			N/A	N/A
Auto Diesel Vehicle Technician	\$27.17	\$30.43	\$33.69			N/A	N/A
Auto Diesel Vehicle Technician ²			\$36.23			\$862.95	\$862.95
Buyer Inventory Analyst	\$28.26	\$31.65	\$35.04			N/A	N/A
Collections Representative	\$22.39	\$25.08	\$27.77			N/A	N/A
Collections Representative ²			\$29.83			\$710.61	\$710.61
Courier ²			\$23.08			\$549.75	\$549.75
Customer Service Leader	\$25.55	\$28.62	\$31.68			N/A	N/A
Customer Service Representative I	\$19.82	\$22.20	\$24.58			N/A	N/A
Customer Service Representative II	\$21.20	\$23.75	\$26.29			N/A	N/A
Customer Service Representative III	\$24.20	\$27.10	\$30.00			N/A	N/A
Customer Service Representative III ²			\$31.78			\$757.09	\$757.09
Engineering Field Representative	\$33.86	\$37.92	\$41.99			N/A	N/A
Fleets Leader	\$32.11	\$35.96	\$39.81			N/A	N/A
General Helper/Courier	\$17.38	\$19.46	\$21.55			N/A	N/A
GIS / Autocad Operator	\$33.86	\$37.92	\$41.99			N/A	N/A
I&E Technician/Operator	\$38.43	\$43.04	\$47.65			N/A	N/A
Journey Lineman	\$39.12	\$43.81	\$48.51			N/A	N/A
Line Leader	\$42.65	\$47.77	\$52.89			N/A	N/A
Maintenance Leader Facilities	\$31.62	\$35.41	\$39.21			N/A	N/A
Maintenance Person	\$27.03	\$30.27	\$33.51			N/A	N/A
Maintenance Person ²			\$35.66			\$849.57	\$849.57
Meter Service Office Representative	\$28.27	\$31.66	\$35.05			N/A	N/A
Meter Service Technician	\$27.61	\$30.92	\$34.23			N/A	N/A
Meter Services Leader	\$30.92	\$34.63	\$38.34			N/A	N/A
Meter Services Leader ²			\$38.81			\$924.52	\$924.52
Operator / Maintainer	\$33.26	\$37.25	\$41.25			N/A	N/A
Operator / Maintainer Leader	\$37.60	\$42.12	\$46.63			N/A	N/A
Power System Coordinator	\$37.75	\$42.28	\$46.81			N/A	N/A
Power System Coordinator (NERC)	\$38.52	\$43.14	\$47.77			N/A	N/A
Receptionist	\$17.50	\$19.60	\$21.70			N/A	N/A
SCADA/Relay Technician	\$30.64	\$34.32	\$38.00			N/A	N/A
Storekeeper	\$23.66	\$26.49	\$29.33			N/A	N/A
Storekeeper ²			\$32.73			\$1,531.76	\$1,531.76
Substation Electrical Leader	\$41.23	\$46.17	\$51.12			N/A	N/A
Substation Electrician	\$38.43	\$43.04	\$47.65			N/A	N/A
Tree Trimmer	\$25.04	\$28.04	\$31.05			N/A	N/A
Tree Trimmer ²			\$33.44			\$796.52	\$796.52

²Pay rates for each of these footnote² positions are applicable only to employees in these positions prior to the ratification date of the 2018-2021 Agreement. Employees newly hired and who are promoted into these positions, shall be placed in the new pay scale for this position.

EXHIBIT A							
Bargaining Unit Pay Scale							
Effective May 1, 2023-April 30, 2024							
Job Title	Step 1	Step 2	Step 3	Start of 3rd Year Step 4	Start of 4th Year Step 5	Lump Sum May 1	Lump Sum Nov 1
Accounting Representative	\$21.42	\$23.99	\$26.56			N/A	N/A
Accounting Representative ²			\$28.81			\$299.62	\$299.62
Apprentice Auto Mechanic	\$22.83	\$25.57	\$28.30	\$29.86	\$31.50	N/A	N/A
Apprentice Engineering Field Representative	\$30.78	\$34.48	\$38.17			N/A	N/A
Apprentice I&E Tech/Operator Level I	\$27.83	\$31.17	\$34.51	\$36.41	\$38.41	N/A	N/A
Apprentice I&E Tech/Operator Level II	\$35.15	\$39.36	\$43.58			N/A	N/A
Apprentice Lineman	\$27.59	\$30.90	\$34.21	\$36.09	\$38.08	N/A	N/A
Apprentice Maintenance Person	\$22.71	\$25.44	\$28.16	\$29.71	\$31.34	N/A	N/A
Apprentice Meter Service Technician	\$25.02	\$28.02	\$31.02			N/A	N/A
Apprentice Operator Maintainer	\$26.95	\$30.19	\$33.42	\$35.26	\$37.20	N/A	N/A
Apprentice Power System Coordinator	\$34.21	\$38.31	\$42.42			N/A	N/A
Apprentice Storekeeper	\$21.92	\$24.55	\$27.18			N/A	N/A
Apprentice Substation Electrician	\$27.83	\$31.17	\$34.51	\$36.41	\$38.41	N/A	N/A
Apprentice Tree Trimmer	\$23.20	\$25.99	\$28.77			N/A	N/A
Auto Diesel Vehicle Technician	\$27.45	\$30.75	\$34.04			N/A	N/A
Auto Diesel Vehicle Technician ²			\$36.43			\$190.27	\$190.27
Buyer Inventory Analyst	\$28.55	\$31.98	\$35.40			N/A	N/A
Collections Representative	\$22.62	\$25.34	\$28.05			N/A	N/A
Collections Representative ²			\$29.99			\$155.12	\$155.12
Courier ²			\$23.20			\$120.02	\$120.02
Customer Service Leader	\$25.82	\$28.91	\$32.01			N/A	N/A
Customer Service Representative I	\$20.03	\$22.43	\$24.83			N/A	N/A
Customer Service Representative II	\$21.42	\$23.99	\$26.56			N/A	N/A
Customer Service Representative III	\$24.45	\$27.38	\$30.31			N/A	N/A
Customer Service Representative III ²			\$31.95			\$165.26	\$165.26
Engineering Field Representative	\$34.21	\$38.31	\$42.42			N/A	N/A
Fleets Leader	\$32.44	\$36.33	\$40.22			N/A	N/A
General Helper/Courier	\$17.56	\$19.67	\$21.77			N/A	N/A
GIS / Autocad Operator	\$34.21	\$38.31	\$42.42			N/A	N/A
I&E Technician/Operator	\$38.82	\$43.48	\$48.14			N/A	N/A
Journey Lineman	\$39.52	\$44.27	\$49.01			N/A	N/A
Line Leader	\$43.10	\$48.27	\$53.44			N/A	N/A
Maintenance Leader Facilities	\$31.95	\$35.78	\$39.61			N/A	N/A
Maintenance Person	\$27.31	\$30.58	\$33.86			N/A	N/A
Maintenance Person ²			\$35.86			\$185.43	\$185.43
Meter Service Office Representative	\$28.56	\$31.98	\$35.41			N/A	N/A
Meter Service Technician	\$27.90	\$31.24	\$34.59			N/A	N/A
Meter Services Leader	\$31.24	\$34.99	\$38.74			N/A	N/A
Meter Services Leader ²			\$39.03			\$201.81	\$201.81
Operator / Maintainer	\$33.61	\$37.64	\$41.67			N/A	N/A
Operator / Maintainer Leader	\$37.99	\$42.55	\$47.11			N/A	N/A
Power System Coordinator	\$38.14	\$42.71	\$47.29			N/A	N/A
Power System Coordinator (NERC)	\$38.92	\$43.59	\$48.26			N/A	N/A
Receptionist	\$17.69	\$19.81	\$21.93			N/A	N/A
SCADA/Relay Technician	\$30.96	\$34.67	\$38.39			N/A	N/A
Storekeeper	\$23.90	\$26.77	\$29.63			N/A	N/A
Storekeeper ²			\$32.73			\$340.39	\$340.39
Substation Electrical Leader	\$41.65	\$46.65	\$51.64			N/A	N/A
Substation Electrician	\$38.82	\$43.48	\$48.14			N/A	N/A
Tree Trimmer	\$25.29	\$28.33	\$31.36			N/A	N/A
Tree Trimmer ²			\$33.62			\$172.22	\$172.22

² Pay rates for each of these footnote² positions are applicable only to employees in these positions prior to the ratification date of the 2018-2021 Agreement. Employees newly hired and who are promoted into these positions, shall be placed in the new pay scale for this position.

This Memorandum of Understanding is dated this 27th day of April, 2022, in Key West, Monroe County, Florida.

Utility Board – City of Key West, Florida
"Keys Energy Services"

International Brotherhood of
Electrical Workers

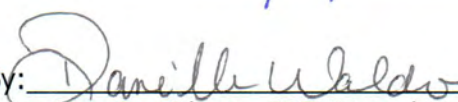
By: 
Utility Board Chair

By: 
President – IBEW Local Union 1990

Date: 4/27/2022

Date: 04/25/22

By: 
Utility Board Secretary

By: 
Vice President – IBEW Local Union 1990

Date: 4/27/22

Date: 04/25/22

Agreement – Between
Utility Board of the City of Key West "Keys Energy Services"
and
International Brotherhood of Electrical Workers, Local Union 1990

This Memorandum of Understanding (hereinafter MOU) is entered into this 12th day of April, 2023, by and between the Utility Board of the City of Key West, Florida "Keys Energy Services" (collectively referred to herein as "Utility Board") and International Brotherhood of Electrical Workers Local Union 1990 (referred to herein as "IBEW").

WHEREAS, the Utility Board and the IBEW ratified the Collective Bargaining Agreement (CBA) on April 28, 2021, and

WHEREAS, ARTICLES 29.2 b) & c) and Exhibit "A" of the CBA define wages and job classifications, and

WHEREAS, the Utility Board and the IBEW entered into a MOU on April 27, 2022, to amend ARTICLES 29.2 b) & c) and Exhibit "A" of the CBA, and

WHEREAS, ARTICLES 29.2 b) & c) and Exhibit "A" were amended as follows,

b) Year 2: May 1, 2022 through April 30, 2023 (4.5% as described below and in EXHIBIT "A"):

- a. The base pay rates for current employees in the positions identified in the old/frozen pay scale under footnote 2 of the existing EXHIBIT "A" in the current contract shall remain frozen for this second contract year. As a result, the negotiated 4.5% wage increase for this second contract year shall be paid to these employees as a combination of 2.34% lump sum payment (split equally with the first portion paid on the first pay period after May 1, 2022 and the second portion paid on the first pay period after November 1, 2022), and 2.16% base pay increase, which shall be effective May 1, 2022.*
 - i. An exception to the above would be for those current employees in the positions identified in the old/frozen pay scale under footnote 2 of the existing EXHIBIT "A" for Accounting Representative, Customer Service Leader, and Storekeeper. The employees in the old/frozen pay scale under footnote 2 of the existing EXHIBIT "A" for the aforementioned will receive the negotiated 4.5% wage increase entirely as a lump sum payment (split equally with the first portion paid on the first pay period after May 1, 2022 and the second portion paid on the first pay period after November 1, 2022).*
- b. To be eligible for the second portion of the lump sum payment in this second contract year, the employee must be in the same frozen position on November 1, 2022. Employees who have been promoted into a different position before November 1, 2022, will not be eligible for the second portion of that lump sum payment in this contract year.*
- c. Effective May 1, 2022, the base pay rates (Step 3) for all other positions not identified above shall be adjusted by the negotiated 4.5% wage increase.*
- d. When an employee who is in the Step 3 pay rate of an old/frozen position identified in the pay scale under footnote 2 of the existing EXHIBIT "A" in the 2021 - 2024 contract reaches parity with the new Step 3 pay rate applicable to the position with the same name/title, the old pay scale shall be eliminated and the employee(s) in that/those*

positions shall continue in the new pay scale for the position with eligibility for the applicable negotiated pay increases for the position going forward.

c) Year 3: May 1, 2023 through April 30, 2024 (1% as described below and in EXHIBIT "A"):

a. The base pay rates for current employees in the positions identified in the old/frozen pay scale under footnote 2 of the existing EXHIBIT "A" in the current contract shall remain frozen for this third contract year. As a result, the negotiated 1% wage increase for this third contract year shall be paid to these employees as a combination 0.5% lump sum payment (split equally with the first portion paid on the first pay period after May 1, 2023 and the second portion paid on the first pay period after November 1, 2023), and 0.5% base pay increase, or to the published pay rate established in the CBA Exhibit "A", whichever is greater, which shall be effective May 1, 2023.

i. An exception to the above would be for those current employees in the positions identified in the old/frozen pay scale under footnote 2 of the existing EXHIBIT "A" for Accounting Representative, Customer Service Leader, and Storekeeper. The employees in the old/frozen pay scale under footnote 2 of the existing EXHIBIT "A" for the aforementioned will receive the negotiated 1% wage increase entirely as a lump sum payment (split equally with the first portion paid on the first pay period after May 1, 2023 and the second portion paid on the first pay period after November 1, 2023).

b. To be eligible for the second portion of the lump sum payment in this second contract year, the employee must be in the same frozen position on November 1, 2023. Employees who have been promoted into a different position before November 1, 2023, will not be eligible for the second portion of that lump sum payment in this contract year.

c. Effective May 1, 2023, the base pay rates (Step 3) for all other positions not identified above shall be adjusted by the negotiated 1% wage increase or to the published pay rate established in the 2021 Contract Exhibit A Effective May 1, 2023, whichever is greater.

d. When an employee who is in the Step 3 pay rate of an old/frozen position identified in the pay scale under footnote 2 of the existing EXHIBIT "A" in the 2021 - 2024 contract reaches parity with the new Step 3 pay rate applicable to the position with the same name/title, the old pay scale shall be eliminated and the employee(s) in that/those positions shall continue in the new pay scale for the position with eligibility for the applicable negotiated pay increases for the position going forward.

Exhibit "A" for years two and three are replaced with the following:

EXHIBIT A Bargaining Unit Pay Scale Effective May 1, 2022-April 30, 2023							
Job Title	Step 1	Step 2	Step 3	Start of 3rd Year Step 4	Start of 4th Year Step 5	Lump Sum May 1	Lump Sum Nov 1
Accounting Representative	\$21.20	\$23.75	\$26.29			N/A	N/A
Accounting Representative ²			\$28.81			\$1,348.31	\$1,348.31
Apprentice Auto Mechanic	\$22.59	\$25.31	\$28.02	\$29.56	\$31.18	N/A	N/A
Apprentice Engineering Field Representative	\$30.47	\$34.13	\$37.79			N/A	N/A
Apprentice I&E Tech/Operator Level I	\$27.54	\$30.85	\$34.15	\$36.03	\$38.01	N/A	N/A
Apprentice I&E Tech/Operator Level II	\$34.79	\$38.96	\$43.14			N/A	N/A
Apprentice Lineman	\$27.30	\$30.58	\$33.86	\$35.72	\$37.68	N/A	N/A
Apprentice Maintenance Person	\$22.48	\$25.17	\$27.87	\$29.40	\$31.02	N/A	N/A
Apprentice Meter Service Technician	\$24.77	\$27.74	\$30.71			N/A	N/A
Apprentice Operator Maintainer	\$26.68	\$29.88	\$33.08	\$34.90	\$36.82	N/A	N/A
Apprentice Power System Coordinator	\$33.86	\$37.92	\$41.99			N/A	N/A
Apprentice Storekeeper	\$21.70	\$24.30	\$26.91			N/A	N/A
Apprentice Substation Electrician	\$27.54	\$30.85	\$34.15	\$36.03	\$38.01	N/A	N/A
Apprentice Tree Trimmer	\$22.96	\$25.72	\$28.48			N/A	N/A
Auto Diesel Vehicle Technician	\$27.17	\$30.43	\$33.69			N/A	N/A
Auto Diesel Vehicle Technician ²			\$36.23			\$862.95	\$862.95
Buyer Inventory Analyst	\$28.26	\$31.65	\$35.04			N/A	N/A
Collections Representative	\$22.39	\$25.08	\$27.77			N/A	N/A
Collections Representative ²			\$29.83			\$710.61	\$710.61
Courier ²			\$23.08			\$549.75	\$549.75
Customer Service Leader	\$25.55	\$28.62	\$31.68			N/A	N/A
Customer Service Representative I	\$19.82	\$22.20	\$24.58			N/A	N/A
Customer Service Representative II	\$21.20	\$23.75	\$26.29			N/A	N/A
Customer Service Representative III	\$24.20	\$27.10	\$30.00			N/A	N/A
Customer Service Representative III ²			\$31.78			\$757.09	\$757.09
Engineering Field Representative	\$33.86	\$37.92	\$41.99			N/A	N/A
Fleets Leader	\$32.11	\$35.96	\$39.81			N/A	N/A
General Helper/Courier	\$17.38	\$19.46	\$21.55			N/A	N/A
GIS / Autocad Operator	\$33.86	\$37.92	\$41.99			N/A	N/A
I&E Technician/Operator	\$38.43	\$43.04	\$47.65			N/A	N/A
Journey Lineman	\$39.12	\$43.81	\$48.51			N/A	N/A
Line Leader	\$42.65	\$47.77	\$52.89			N/A	N/A
Maintenance Leader Facilities	\$31.62	\$35.41	\$39.21			N/A	N/A
Maintenance Person	\$27.03	\$30.27	\$33.51			N/A	N/A
Maintenance Person ²			\$35.66			\$849.57	\$849.57
Meter Service Office Representative	\$28.27	\$31.66	\$35.05			N/A	N/A
Meter Service Technician	\$27.61	\$30.92	\$34.23			N/A	N/A
Meter Services Leader	\$30.92	\$34.63	\$38.34			N/A	N/A
Meter Services Leader ²			\$38.81			\$924.52	\$924.52
Operator / Maintainer	\$33.26	\$37.25	\$41.25			N/A	N/A
Operator / Maintainer Leader	\$37.60	\$42.12	\$46.63			N/A	N/A
Power System Coordinator	\$37.75	\$42.28	\$46.81			N/A	N/A
Power System Coordinator (NERC)	\$38.52	\$43.14	\$47.77			N/A	N/A
Receptionist	\$17.50	\$19.60	\$21.70			N/A	N/A
SCADA/Relay Technician	\$30.64	\$34.32	\$38.00			N/A	N/A
Storekeeper	\$23.66	\$26.49	\$29.33			N/A	N/A
Storekeeper ²			\$32.73			\$1,531.76	\$1,531.76
Substation Electrical Leader	\$41.23	\$46.17	\$51.12			N/A	N/A
Substation Electrician	\$38.43	\$43.04	\$47.65			N/A	N/A
Tree Trimmer	\$25.04	\$28.04	\$31.05			N/A	N/A
Tree Trimmer ²			\$33.44			\$796.52	\$796.52

²Pay rates for each of these footnote² positions are applicable only to employees in these positions prior to the ratification date of the 2018-2021 Agreement. Employees newly hired and who are promoted into these positions, shall be placed in the new pay scale for this position.

EXHIBIT A Bargaining Unit Pay Scale Effective May 1, 2023-April 30, 2024							
Job Title	Step 1	Step 2	Step 3	Start of 3rd Year Step 4	Start of 4th Year Step 5	Lump Sum May 1	Lump Sum Nov 1
Accounting Representative	\$21.42	\$23.99	\$26.56			N/A	N/A
Accounting Representative ²			\$28.81			\$299.62	\$299.62
Apprentice Auto Mechanic	\$22.83	\$25.57	\$28.30	\$29.86	\$31.50	N/A	N/A
Apprentice Engineering Field Representative	\$30.78	\$34.48	\$38.17			N/A	N/A
Apprentice I&E Tech/Operator Level I	\$27.83	\$31.17	\$34.51	\$36.41	\$38.41	N/A	N/A
Apprentice I&E Tech/Operator Level II	\$35.15	\$39.36	\$43.58			N/A	N/A
Apprentice Lineman	\$27.59	\$30.90	\$34.21	\$36.09	\$38.08	N/A	N/A
Apprentice Maintenance Person	\$22.71	\$25.44	\$28.16	\$29.71	\$31.34	N/A	N/A
Apprentice Meter Service Technician	\$25.02	\$28.02	\$31.02			N/A	N/A
Apprentice Operator Maintainer	\$26.95	\$30.19	\$33.42	\$35.26	\$37.20	N/A	N/A
Apprentice Power System Coordinator	\$34.21	\$38.31	\$42.42			N/A	N/A
Apprentice Storekeeper	\$21.92	\$24.55	\$27.18			N/A	N/A
Apprentice Substation Electrician	\$27.83	\$31.17	\$34.51	\$36.41	\$38.41	N/A	N/A
Apprentice Tree Trimmer	\$23.20	\$25.99	\$28.77			N/A	N/A
Auto Diesel Vehicle Technician	\$27.45	\$30.75	\$34.04			N/A	N/A
Auto Diesel Vehicle Technician ²			\$36.43			\$190.27	\$190.27
Buyer Inventory Analyst	\$28.55	\$31.98	\$35.40			N/A	N/A
Collections Representative	\$22.62	\$25.34	\$28.05			N/A	N/A
Collections Representative ²			\$29.99			\$155.12	\$155.12
Courier ²			\$23.20			\$120.02	\$120.02
Customer Service Leader	\$25.82	\$28.91	\$32.01			N/A	N/A
Customer Service Representative I	\$20.03	\$22.43	\$24.83			N/A	N/A
Customer Service Representative II	\$21.42	\$23.99	\$26.56			N/A	N/A
Customer Service Representative III	\$24.45	\$27.38	\$30.31			N/A	N/A
Customer Service Representative III ²			\$31.95			\$165.26	\$165.26
Engineering Field Representative	\$34.21	\$38.31	\$42.42			N/A	N/A
Fleets Leader	\$32.44	\$36.33	\$40.22			N/A	N/A
General Helper/Courier	\$17.56	\$19.67	\$21.77			N/A	N/A
GIS / Autocad Operator	\$34.21	\$38.31	\$42.42			N/A	N/A
I&E Technician/Operator	\$38.82	\$43.48	\$48.14			N/A	N/A
Journey Lineman	\$39.52	\$44.27	\$49.01			N/A	N/A
Line Leader	\$43.10	\$48.27	\$53.44			N/A	N/A
Maintenance Leader Facilities	\$31.95	\$35.78	\$39.61			N/A	N/A
Maintenance Person	\$27.31	\$30.58	\$33.86			N/A	N/A
Maintenance Person ²			\$35.86			\$185.43	\$185.43
Meter Service Office Representative	\$28.56	\$31.98	\$35.41			N/A	N/A
Meter Service Technician	\$27.90	\$31.24	\$34.59			N/A	N/A
Meter Services Leader	\$31.24	\$34.99	\$38.74			N/A	N/A
Meter Services Leader ²			\$39.03			\$201.81	\$201.81
Operator / Maintainer	\$33.61	\$37.64	\$41.67			N/A	N/A
Operator / Maintainer Leader	\$37.99	\$42.55	\$47.11			N/A	N/A
Power System Coordinator	\$38.14	\$42.71	\$47.29			N/A	N/A
Power System Coordinator (NERC)	\$38.92	\$43.59	\$48.26			N/A	N/A
Receptionist	\$17.69	\$19.81	\$21.93			N/A	N/A
SCADA/Relay Technician	\$30.96	\$34.67	\$38.39			N/A	N/A
Storekeeper	\$23.90	\$26.77	\$29.63			N/A	N/A
Storekeeper ²			\$32.73			\$340.39	\$340.39
Substation Electrical Leader	\$41.65	\$46.65	\$51.64			N/A	N/A
Substation Electrician	\$38.82	\$43.48	\$48.14			N/A	N/A
Tree Trimmer	\$25.29	\$28.33	\$31.36			N/A	N/A
Tree Trimmer ²			\$33.62			\$172.22	\$172.22

²Pay rates for each of these footnote² positions are applicable only to employees in these positions prior to the ratification date of the 2018-2021 Agreement. Employees newly hired and who are promoted into these positions, shall be placed in the new pay scale for this position.

WHEREAS, the Utility Board and the IBEW negotiated the CBA prior to current historic inflation rates, and

WHEREAS, the Utility Board and the IBEW entered into a MOU on April 27, 2022, to amend ARTICLES 29.2 b) & c) and Exhibit "A" of the CBA before the full implications of current historic inflation rates were evident, and

WHEREAS, the IBEW requested the Utility Board consider a wage increase for year three of the CBA, in addition to those previously negotiated and subsequently amended by an MOU dated April 27, 2022, more consistent with the state of the local economy, and

WHEREAS, the Utility Board consented to impact bargain with the IBEW to amend ARTICLE 29.2 c) and Exhibit "A" as it has been determined that inflation rates merit amending the pay scale for year three of the CBA to provide employees with additional compensation, and

WHEREAS, the Utility Board and the IBEW agree that the changes set forth by this MOU are consistent with the terms of the collective bargaining agreement, and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Utility Board and the IBEW do hereby stipulate and agree as follows:

ARTICLE 29.2 c) is amended and replaced with:

- c) Year 3: May 1, 2023 through April 30, 2024 (5% as described below and in EXHIBIT "A"):
 - a. The base pay rates for current employees in the positions identified in the old/frozen pay scale under footnote 2 of the existing EXHIBIT "A" in the current contract shall remain frozen for this third contract year. As a result, the negotiated 5% wage increase for this third contract year shall be paid to these employees as a combination 2.5% lump sum payment (split equally with the first portion paid on the first pay period after May 1, 2023 and the second portion paid on the first pay period after November 1, 2023), and 2.5% base pay increase, or to the published pay rate established in the CBA Exhibit "A", whichever is greater, which shall be effective May 1, 2023.
 - i. An exception to the above would be for the current employee in the position identified in the old/frozen pay scale under footnote 2 of the existing EXHIBIT "A" for Meter Services Leader. The employee in the old/frozen pay scale under footnote 2 of the existing EXHIBIT "A" for the aforementioned will receive the negotiated 5% wage increase for this third contract year as a combination 1.26% lump sum payment (split equally with the first portion paid on the first pay period after May 1, 2023 and the second portion paid on the first pay period after November 1, 2023), and 3.74% base pay increase, or to the published pay rate established in the CBA Exhibit "A", whichever is greater, which shall be effective May 1, 2023. The current employee in the position identified will reach parity with the new pay scale in the third contract year.
 - b. To be eligible for the second portion of the lump sum payment in this third contract year, the employee must be in the same frozen position on November 1, 2023. Employees who have been promoted into a different position before November 1, 2023, will not be eligible for the second portion of that lump sum payment in this contract year.
 - c. Effective May 1, 2023, the base pay rates (Step 3) for all other positions not identified above shall be adjusted by the negotiated 5% wage increase.

- d. When an employee who is in the Step 3 pay rate of an old/frozen position identified in the pay scale under footnote 2 of the existing EXHIBIT "A" in the 2021 - 2024 contract reaches parity with the new Step 3 pay rate applicable to the position with the same name/title, the old pay scale shall be eliminated and the employee(s) in that/those positions shall continue in the new pay scale for the position with eligibility for the applicable negotiated pay increases for the position going forward.

Exhibit "A" for year three is replaced with the following:

EXHIBIT A Bargaining Unit Pay Scale Effective May 1, 2023-April 30, 2024							
Job Title	Step 1	Step 2	Step 3	Start of 3rd Year Step 4	Start of 4th Year Step 5	Lump Sum May 1	Lump Sum Nov 1
Accounting Representative	\$22.26	\$24.93	\$27.60			N/A	N/A
Accounting Representative ²			\$29.53			\$749.06	\$749.06
Apprentice Auto Mechanic	\$23.73	\$26.57	\$29.42	\$31.04	\$32.75	N/A	N/A
Apprentice Engineering Field Representative	\$32.00	\$35.84	\$39.68			N/A	N/A
Apprentice I&E Tech/Operator Level I	\$28.92	\$32.39	\$35.86	\$37.83	\$39.91	N/A	N/A
Apprentice I&E Tech/Operator Level II	\$36.53	\$40.91	\$45.30			N/A	N/A
Apprentice Lineman	\$28.67	\$32.11	\$35.55	\$37.51	\$39.57	N/A	N/A
Apprentice Maintenance Person	\$23.60	\$26.43	\$29.26	\$30.87	\$32.57	N/A	N/A
Apprentice Meter Service Technician	\$26.00	\$29.12	\$32.25			N/A	N/A
Apprentice Operator Maintainer	\$28.01	\$31.37	\$34.73	\$36.64	\$38.66	N/A	N/A
Apprentice Power System Coordinator	\$35.56	\$39.82	\$44.09			N/A	N/A
Apprentice Storekeeper	\$22.79	\$25.52	\$28.26			N/A	N/A
Apprentice Substation Electrician	\$28.92	\$32.39	\$35.86	\$37.83	\$39.91	N/A	N/A
Apprentice Tree Trimmer	\$24.12	\$27.01	\$29.90			N/A	N/A
Auto Diesel Vehicle Technician	\$28.53	\$31.95	\$35.37			N/A	N/A
Auto Diesel Vehicle Technician ²			\$37.14			\$941.98	\$941.98
Buyer Inventory Analyst	\$29.67	\$33.23	\$36.79			N/A	N/A
Collections Representative	\$23.51	\$26.34	\$29.16			N/A	N/A
Collections Representative ²			\$30.58			\$775.58	\$775.58
Courier ²			\$23.66			\$600.08	\$600.08
Customer Service Leader	\$26.83	\$30.04	\$33.26			N/A	N/A
Customer Service Representative I	\$20.81	\$23.31	\$25.81			N/A	N/A
Customer Service Representative II	\$22.26	\$24.93	\$27.60			N/A	N/A
Customer Service Representative III	\$25.40	\$28.45	\$31.50			N/A	N/A
Customer Service Representative III ²			\$32.57			\$826.28	\$826.28
Engineering Field Representative	\$35.56	\$39.82	\$44.09			N/A	N/A
Fleets Leader	\$33.71	\$37.76	\$41.80			N/A	N/A
General Helper Courier	\$18.25	\$20.44	\$22.63			N/A	N/A
GIS / Autocad Operator	\$35.56	\$39.82	\$44.09			N/A	N/A
I&E Technician/Operator	\$40.35	\$45.19	\$50.03			N/A	N/A
Journey Lineman	\$41.08	\$46.01	\$50.94			N/A	N/A
Line Leader	\$44.79	\$50.16	\$55.53			N/A	N/A
Maintenance Leader Facilities	\$33.20	\$37.19	\$41.17			N/A	N/A
Maintenance Person	\$28.38	\$31.78	\$35.19			N/A	N/A
Maintenance Person ²			\$36.55			\$927.16	\$927.16
Meter Service Office Representative	\$29.68	\$33.24	\$36.80			N/A	N/A
Meter Service Technician	\$28.99	\$32.46	\$35.94			N/A	N/A
Meter Services Leader	\$32.47	\$36.36	\$40.26			N/A	N/A
Meter Services Leader ²			\$40.26			\$508.57	\$508.57
Operator / Maintainer	\$34.93	\$39.12	\$43.31			N/A	N/A
Operator / Maintainer Leader	\$39.49	\$44.22	\$48.96			N/A	N/A
Power System Coordinator	\$39.64	\$44.39	\$49.15			N/A	N/A
Power System Coordinator (NERC)	\$40.45	\$45.30	\$50.16			N/A	N/A
Receptionist	\$18.38	\$20.58	\$22.79			N/A	N/A
SCADA/Relay Technician	\$32.18	\$36.04	\$39.90			N/A	N/A
Storekeeper	\$24.84	\$27.82	\$30.80			N/A	N/A
Storekeeper ²			\$33.55			\$850.98	\$850.98
Substation Electrical Leader	\$43.29	\$48.48	\$53.68			N/A	N/A
Substation Electrician	\$40.35	\$45.19	\$50.03			N/A	N/A
Tree Trimmer	\$26.29	\$29.45	\$32.60			N/A	N/A
Tree Trimmer ²			\$34.28			\$869.44	\$869.44

²Pay rates for each of these footnote² positions are applicable only to employees in these positions prior to the ratification date of the 2018-2021 Agreement. Employees newly hired and who are promoted into these positions, shall be placed in the new pay scale for this position.

This Memorandum of Understanding is dated this 12th day of April, 2023, in Key West, Monroe County, Florida.

Utility Board – City of Key West, Florida
"Keys Energy Services"

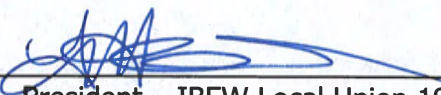
By: 
Utility Board Chair

Date: 4/12/23

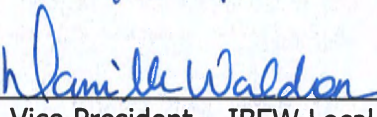
By: 
Utility Board Secretary

Date: 4/12/23

International Brotherhood of
Electrical Workers

By: 
President – IBEW Local Union 1990

Date: 3/27/23

By: 
Vice President – IBEW Local Union 1990

Date: 3/27/23