

City of Lakeland

and

Utility Workers Union of America

and

Local 604

*Collective Bargaining Agreement
for Lakeland Electric bargaining unit
Ending September 30, 2011*

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ARTICLE 1. PREAMBLE

This Agreement is entered into, by and between the City of Lakeland, Florida, which is hereinafter referred to as the “Employer,” and the Utility Workers Union of America, hereinafter referred to as the “UWUA,” and its Local 604 hereinafter referred to as the local union.

ARTICLE 2. PURPOSE AND INTENT

Section 1. The purpose of the agreement is to secure workplace peace and efficiency, enabling the Employer and its employees to provide continuing satisfactory services to the citizens of the City and customers of Lakeland Electric, to secure a healthy operation through efficient service and public satisfaction, to establish an orderly and peaceful procedure for the resolution of grievances, and to set forth a basic understanding relative to rates of pay, hours of work and conditions of employment, designed to achieve those goals at a reasonable cost.

Section 2. The UWUA and local union (the “Union”) and management recognize that they are mutually dependent upon one another. Both are committed to public service and the success of that service. This success requires that both management and the Union work together. The Employer, the Union and all employees are convinced that there is no reason why differences that may arise may not be peacefully and satisfactorily adjusted by sincere and patient efforts on the part of all.

Section 3. The Union agrees that it will cooperate with the Employer through its agents and designated stewards by supporting the Employer’s efforts to achieve a fair day’s work by the employees covered by this Agreement, and will work with management to help combat absenteeism, and all other practices by employees which restrict or tend to restrict productivity. The Union further agrees that it will support the Employer in its efforts to (a) eliminate waste and damage; (b) conserve equipment and supplies; (c) improve standards and efficiency; (d) prevent accidents; and (e) strengthen good will. This section is intended to express the purpose of

the Agreement, and shall not be considered to impose liability for monetary damages on the Union, in any action in which the Union would not otherwise be liable, nor to impose any obligation on the Employer to make any expenditure not otherwise required by this Agreement.

ARTICLE 3. ENTIRE AGREEMENT

Section 1. This Agreement constitutes the complete and entire agreement between the Employer and the Union. The parties acknowledge that during, the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other will not be obligated, to bargain collectively with respect to any subject or matter, except as specifically provided in this Agreement.

Section 2. Should the City exercise any management right, whether reserved to it by law or by this Agreement, the City shall notify the Union of its intended action and, upon timely request, will negotiate with the Union regarding the impact of such action on wages, hours, terms or conditions of employment. In such cases, the City shall not be prohibited from implementing its decision immediately, provided that if the City chooses to implement immediately, any agreements reached regarding the impact of its decision shall be made retroactive to the date of implementation.

- (a) Failing to reach agreement as provided for above, and the Local Union believes that the exercise of a management right, violates this Contract, the union can

process grievance on behalf of the affected Union members for the alleged violation(s) of this Contract.

Section 3. It is further understood and agreed that neither party hereto has been induced to enter into this Agreement by any representations or promises made by the other which are not expressly set forth herein and that this document correctly sets forth the effect of all preliminary negotiations, understandings and agreements and supersedes any previous agreements, whether written or verbal. This contract constitutes the entire agreement and understanding between the parties and shall not be modified, altered, changed or amended in any respect except on mutual agreement set forth in writing and signed by both parties.

ARTICLE 4. SEVERABILITY

Section 1. In the event that any Article or provision of this Agreement is found to be invalid or unenforceable, by reason of any legislation or judicial authority over which the parties have no amendatory power, all other provisions of this Agreement shall remain in full force and effect for the term of this Agreement.

ARTICLE 5. RECOGNITION

Section 1. The Employer hereby recognizes the UWUA as the sole and exclusive bargaining representative of the employees covered by Section 2 of this Article for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other terms and conditions of employment solely within the Lakeland Electric bargaining unit.

Section 2. The UWUA is recognized as the sole and exclusive bargaining representative of: All full-time and regular part-time employees of the City of Lakeland working only for Lakeland Electric in the bargaining unit certified by Lakeland PERC on June 22, 2007; excluding all other employees of the City of Lakeland.

Section 3. If Lakeland Electric ceases to engage in the generating, transmitting, distributing and/or selling electricity, and sells/transfers the assets of Lakeland Electric to another entity, the City agrees to give written notice to the purchaser of the existence of the UWUA bargaining unit and the terms of any existing collective bargaining agreement between the City and the UWUA. Any duty to bargain between the purchaser and the UWUA, and any existing collective bargaining agreement between the City of Lakeland and the UWUA, will be applicable to the purchaser/transferee only to the extent required by operation of law and shall not be the basis for imposing any liability on the City.

ARTICLE 6. MANAGEMENT RIGHTS

Section 1. Except as expressly limited by any provision of this Agreement, the Employer reserves its rights with respect to the management of its operations. The Employer's failure to exercise any function or right hereby reserved to it, or future exercising of any function or right in any particular way, shall not be deemed a waiver of its future right to exercise such function or right, nor preclude the Employer from exercising the same in some other way not in conflict with the express provisions of this Agreement.

Section 2. It is agreed that the management of the City alone shall have authority to determine and direct the policies, mode and methods of providing services, without any interference in the management and conduct of the City's business on the part of the UWUA or any of its representatives. Except as expressly limited by a specific provision of this Agreement, the City shall continue to have the exclusive right to take any action it deems necessary or appropriate on the management of its business and the direction of its work force. All management rights and functions which the City has not expressly modified or restricted by a specific provision of this Agreement are retained and vested exclusively in the City. Such rights

exclusively reserved to the City except as expressly limited by specific provisions of this Agreement shall include, but not be limited to, (a) the right to determine the size and composition of the work force; (b) to determine the number and type of equipment, vehicles, machinery, materials, products, and supplies to be used and operated, distributed, or discontinued; (c) to hire, retire, promote, demote, evaluate, transfer, suspend, assign, direct, layoff and recall employees subject to the express limitations of this Agreement; (d) to reward or to reprimand, discharge or otherwise discipline employees for just cause subject to the express limitations of this Agreement; (e) to maintain and improve the efficiency of employees; (f) to determine job content and minimum training qualifications for job classifications, and the amount and type of work needed; (g) to engage in experimental and developmental projects; (h) to establish new jobs, abolish or change existing jobs, and increase or decrease the number of jobs or employees; (i) to determine the assignment of work; (j) to schedule the hours and days to be worked on each job and each shift; (k) to discontinue, transfer, or assign all or any part of its operations; (l) to open new facilities and transfer its operations or any part thereto to new facilities; to make time studies of work loads, job assignments, methods of operation and efficiency from time to time and to make changes based on said studies; (m) to expand, reduce, alter, combine, transfer, assign, cease, or create any job, job classification, department or function for operational purposes; (n) to institute, modify or terminate any bonus or work incentive pay plan; (o) to determine the location, methods, means, and personnel by which operations are to be conducted, including the right to contract or subcontract existing and future work; (p) to add or make reasonable changes in rules, policies and practices not in direct conflict with the provisions of this Agreement; (q) to introduce new, different or improved methods, transportation, maintenance, service and operation; (r) to make reasonable rules and regulations

for the purpose of efficiencies, safe practices and discipline; (s) to determine the amount of overtime, if any, and assignment and requiring of overtime work, (t) to establish safety and security rules; (u) to introduce electronic processing equipment, data gathering equipment, or automated equipment, even though such equipment may displace bargaining unit employees; (v) to change insurance carriers, or administrators through which benefits may be provided; (w) to require employees to obey orders of supervisory personnel, whether or not such orders are considered by the employee to be in violation of the contract; (x) to correct safety hazards or unsafe working practices or conditions; and (y) to establish terms and conditions of employment that are not mandatory subjects of bargaining.

Section 3. Nothing in this Agreement shall be construed to limit, control, or affect in any way the relationship between the Employer and its managerial employees or any other individuals employed by the Employer who are not specifically covered by this Agreement.

Section 4. In interpreting this Agreement there shall be absolute and complete regard for the rights, and responsibilities of management except as may be expressly provided in this Agreement.

Section 5. The City Commission has the sole authority to determine the purpose and mission of the City government and the amount of the budget to be adopted by the City Commission.

Section 6. If in the sole discretion of the City Manager, it is determined that civil emergency conditions exist, including, but not limited to riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the City Manager during the time of the declared emergency provided that wage rates and monetary

benefits shall not be suspended and the employees are qualified to perform the assigned work, however employees will not refuse the assigned work during the Civil Emergency.

ARTICLE 7. RULES AND REGULATIONS

Section 1. The UWUA and local union (the “Union”) agree that its members should comply with all written Lakeland Electric Policies and Procedures, and City of Lakeland Personnel Policies and Procedure Manual, including, but not limited to, those relating to conduct and work performance. The Union agrees to cooperate with management with respect to member compliance to the above policies and procedures from the effective date of this Agreement. The City agrees not to seek indemnification from the Union from any civil actions arising from the failure to follow the above-mentioned policies by a member.

Section 2. All Lakeland Electric Policies and Procedures, and the City of Lakeland Personnel Policy and Procedure Manual will remain in full force and effect except for the Policies and Procedures that are modified during the negotiations of this contract and are incorporated into this agreement, or that are modified by mutual agreement between the parties during the life of this agreement.

Section 3. It is understood and agreed that the duties performed by members of the bargaining unit cannot always be covered by job descriptions and, therefore, members of the bargaining unit may be required to perform duties in addition to those listed within job descriptions.

Section 4. Except where expressly modified by any provision of this Agreement, the Policies and Procedures of Lakeland Electric, and the City of Lakeland Personnel Policies and Procedures Manual from the effective date of this Agreement shall govern the relationship

between the Employer and the employees covered by this Agreement. Any of Lakeland Electric or City rules in conflict with this Agreement shall be of no force and effect.

Section 5. Any new Policies and Procedures made after the effective date of this Agreement which conflict with this Agreement may be made the subject of an appropriate grievance and may be taken to arbitration by the Union as provided in the grievance and arbitration provisions of this Agreement.

ARTICLE 8. NO DISCRIMINATION

With respect to UWUA membership or activities, both parties will respect the rights of the employees, meaning that the bargaining unit employees are free to join the UWUA and participate in its activities if they want to, and they are also free as individuals to not join the UWUA and participate in the activities of the UWUA if they don't want to or to support the UWUA or pay dues to it.

ARTICLE 9. NO STRIKE

Section 1. The UWUA and local union (the "Union") agree that during the term of this agreement, it shall not authorize, instigate, condone, excuse, ratify, support, or acquiesce in any strike, slow down or work stoppage likely to interfere with the efficient operation of the City's affairs engaged in or supported by members of the Union and/or employees represented by the Union or other agents or representatives of the Union or its affiliates. The City agrees that during the term of this agreement, as an economic tool in negotiations with the Union, it shall not authorize, instigate, condone, excuse, ratify, support, or acquiesce in any lockout of employees covered by this agreement.

Section 2. Should the Union breach this article, the City may proceed to the appropriate court and without notice, obtain an injunction against such breach; that the City may

recover from the Union or its successor in interest, such damages as may be incurred, together with punitive damages and attorney's fees if the Union violates Section 1 above. Any such court action shall not be subject to deferral to the grievance and arbitration procedure in this agreement, and the City may take other action authorized or required by law.

Section 3. Should any employee participate in a strike, slow down, or work stoppage, they shall be subject to immediate disciplinary action up to and including dismissal. Reemployment of such individuals shall be consistent with the Lakeland Public Employment Relations Ordinance.

Section 4. If the City takes disciplinary action against employee(s) that the Union believes did not participate in a strike, slow down or work stoppage, the local union can process a grievance on behalf of those employee(s). Any settlement and or decision of an Arbitrator cannot overturn any court action.

ARTICLE 10. LAYOFF AND RECALL

Section 1. Definition. Layoff is a reduction in the number of employees due to lack of work, lack of funds, or for any reason other than the acts or delinquencies of the employee. The City will layoff employees as hereinafter provided.

Section 2. Order of Layoff.

- (a) No regular non-probationary employee is to be laid off while a probationary or temporary employee is serving in the same occupational group (as defined in the Seniority article).
- (b) Once the City determines that a layoff is necessary, the City will layoff employees in reverse order of their qualifications, as established by the then existing job descriptions for such position, within an occupational group. If two or more

employees' qualifications are relatively equal, the employee with the least occupational group seniority will be laid off first.

- (c) The City may retain junior employees who are assigned to special duties or are on special assignment. When such special duties or assignments are completed, the most qualified, senior employee on the layoff list shall be notified of his/her right to displace such junior employee.

Section 3. Notice of Layoff. Employees being laid off shall be give fourteen (14) calendar days' written notice in advance or in lieu thereof, one (1) weeks' pay or a combination of days' notice or pay to be paid at the employee's current hourly base rate of pay. For example, if only seven (7) day notice is provided, the City shall pay the employee two and a half (2 1/2) clays of pay (one days' pay equals two working days' notice). The UWUA shall be furnished a copy of such notice.

Section 4. Order of Recall. Employees shall be recalled from the layoff in reverse order of layoff provided that they are qualified to perform the work to which they are recalled. No new employee shall be hired for a position that an employee who was laid off, and otherwise eligible under this Article, would be qualified to perform.

Section 5. Employment Status. After twelve (12) months have passed since an employee was laid off, that employee will be removed from the preferential re-employment list. Additionally, when an employee who was placed on the re-employment list after a layoff, either rejects an offer of re-employment or requests that his/her name be removed from the re-employment list or otherwise removed due to death or disability, that employee shall no longer be considered eligible for re-employment with Lakeland Electric.

Section 6. Benefit Status. During the period during which an employee remains on a preferential re-employment list, the employee shall not receive paid time off or termination payments (i.e. annual sick leave, sick leave, pension, longevity). All benefits shall cease during the layoff period. Health insurance for the laid off employee would have otherwise been eligible may be continued at the employee's expense through COBRA.

Section 7. Recall Procedures. The City shall notify employees to be recalled by United States Priority mail. All employees on layoff shall have the obligation of providing the City with their correct mailing address where such notice shall be mailed. A recalled employee shall immediately inform the City of his/her intent to accept or reject the recall offer. If the recalled employee does not respond to the recall offer within ten (10) calendar days after the City mailed the recall notice, or the employee notifies the City of acceptance of recall but fails to report at the specified time, or the employee accepts or rejects any employment with the City, or the employee has been on layoff for a period of one (1) year, the employee's name shall be removed from the re-employment list.

Section 8. Calculation of Benefits. An employee recalled following a layoff shall be allowed to include service and seniority which was creditable on the date of layoff when computing their seniority. Service or seniority shall not accrue during the period of layoff. No benefits shall accrue during the layoff period.

Section 9. Layoff Not Disciplinary Action. Under no circumstances is a layoff considered a disciplinary action and in the event of any grievance based on provisions under this Article, such grievance must be based solely upon whether the layoff was conducted in accordance with the provisions of this Article.

ARTICLE 11. DISCIPLINE

Section 1. The parties recognize that the interest of the community and the job security of the employees depend upon the City's success in providing proper and efficient services to the community. To this end, the City and the UWUA encourage to the fullest degree, employee behavior which is positive and supportive of the goals of effective management and public safety. The parties recognize the need for progressive and appropriate discipline when an employee's conduct and job performance are inconsistent with said goals.

Section 2. No bargaining unit employee shall be disciplined except for just cause. Progressive, consistent, and appropriate discipline will be administered according to the attached Disciplinary Policy which is to be incorporated into the City's Personnel Policies and Procedures Manual. The Employer may take disciplinary action up to and including discharge for just cause, including, but not limited to violations of the Lakeland Electric Department Policies and Procedures Manual and the City's Personnel Policies and Procedures Manual. Each employee shall have the option of utilizing the Grievance and Arbitration Procedures in this Agreement only. (The foregoing does not prevent an employee from filing an unfair labor practice charge) Upon this Article becoming effective, the Employer will conduct a review of any existing rules, regulations, policies, or ordinances which may be in conflict herewith, including any Civil Service rules and regulations, and steps shall be taken, as appropriate, to conform such provisions to this Article.

ARTICLE 12. DISCIPLINARY MANAGEMENT POLICY

PURPOSE: This policy provides for fair and consistent disciplinary management when an employee's performance or conduct does not meet accepted standards.

POLICY

The City's Disciplinary Management Policy provides for a series of documented steps (progressive discipline) for correcting performance problems and/or misconduct by an employee and may include counseling, warning, reprimand, demotion, suspension, and termination. Any of these steps may be skipped due to the nature or severity of an offense and the impact to operations and/or safety. All City of Lakeland employees are required to follow the guidelines of this policy, unless otherwise noted. This policy does not override applicable law or applicable provisions of collective bargaining agreements. Employee appeals spelled out in this policy do not apply to probationary employees.

DEFINITIONS

- *Disciplinary Management* – Systematic method used by the City for correcting an employee's poor performance or misconduct in accordance with City workplace rules and standards.
- *Performance* – Manner and efficiency of fulfilling employee's job requirements.
- *Performance Problem* – Determination that an employee's manner or efficiency of work consistently falls below job performance standards per the City's Performance, Planning and Review (PPR) process or Pay for Performance Review process, whichever is applicable at the time.
- *Conduct* – Personal behavior exhibited by an employee.
- *Misconduct* – Determination that an employee's behavior does not conform to the common standards expected of a City employee.
- *Group 1 Offense* – A single occurrence of a performance problem or misconduct by an employee of a concerning nature requiring formal documentation and corrective

disciplinary action. Repeated or multiple instances may elevate the conduct to a serious or grievous nature.

- Group 2 Offense – Performance problem or misconduct by an employee of a serious nature requiring formal documentation and corrective and punitive disciplinary action.
- Group 3 Offense – Performance problem or misconduct by an employee of a grievous nature requiring formal documentation and corrective, punitive, or terminable action.

GUIDELINES FOR SUPERVISOR ON EMPLOYEE PERFORMANCE AND CONDUCT

It is the supervisor's responsibility to establish and communicate to the employee clear performance expectations; provide instruction, training, resources, and materials to support employment; respond in a timely fashion to employee's questions regarding job requirements; reinforce regular good performance; provide regular constructive feedback; and counsel the employee to help them solve any performance concerns. Performance responsibilities include, but are not limited to, those outlined through the Performance Planning and Review (PPR) process or Pay for Performance Review process.

It is the supervisor's responsibility to communicate to the employee the expected standards of behavior both on the job and off duty as a municipal employee. Minor instances of misconduct may be handled at the department level and documented in the employee contact log, which may be a first step in the disciplinary documentation system. More serious offenses listed under this Policy should follow a series of documented steps to correct behavior.

GUIDELINES FOR EMPLOYEE PERFORMANCE AND CONDUCT

It is the employee's responsibility to learn the requirements of the job and the supervisor's expectations; ask questions in a timely manner; actively seek and acquire the knowledge, skills and abilities needed to effectively perform the duties of the position; request

resources necessary to effectively meet job requirements; become a productive member of the workgroup; and/or seek another position if your current position is not a good match.

It is the employee's responsibility to abide by work rules and regulations and societal norms for assuring personal behavior in good standing with expectations as a City of Lakeland employee and public service provider.

PRE-DISCIPLINE COUNSELING

Supervisors are responsible for helping employees to meet performance and conduct expectations. Supervisors shall conduct a counseling session with an employee when the employee's performance or conduct falls below the expectations of the City position. The supervisor and employee shall meet privately to review the expectations of the position, design what steps can be taken to improve the employee's performance or behavior, establish a schedule to implement such steps, and confirm the consequences of failing to do so. Counseling sessions shall be documented in an employee contact log maintained by the supervisor.

If, after the supervisor has counseled the employee, performance or conduct has not reached expectations within the time set forth in the schedule, then the employee will be placed on the progressive documented steps of discipline outlined in this policy.

No employee shall be disciplined except for just cause. Progressive consistent and appropriate discipline will be administered according to the seriousness of the offense.

GROUP 1 OFFENSES – A single occurrence of a performance problem or misconduct by an employee of a concerning nature requiring formal documentation and corrective disciplinary action. Repeated or multiple instances (or a single incident deemed to be of a serious or grievous nature) may elevate the conduct to a Group 2 or 3 offense. Examples include, but are not limited to, the following:

1. Failure to demonstrate the ability to meet performance expectations of the position assigned after the actions required in “Pre-Discipline Counseling” have failed.
2. Operating, using or possessing tools, equipment or machines to which the employee has not been assigned or performing other than assigned work.
3. Failure to maintain the correct work behavior or courtesy as it relates to co-workers, supervisors, or the public.
4. Wasting time, loitering, loafing, leaving assigned work area during working hours without permission or neglecting work responsibilities while on duty or where operations are continuous.
5. Taking more than specified time for meals or rest periods.
6. Excessive tardiness.
7. Unauthorized or excessive unscheduled absence to the extent that it adversely affects job performance.
8. Failure to report occupational injury promptly to supervisor.
9. Engaging in horseplay, scuffling, wrestling, throwing things, malicious mischief, distracting the attention of others, demonstrations on the job or similar types of disorderly conduct. Conduct that results in the injury of any person or significant damage to property will automatically make this type of activity a minimum of a Group 2 offense.
10. Unauthorized soliciting of funds or distribution of literature on City property.
11. Unauthorized posting or removal of notices, signs, or writing in any form on official bulletin boards or City property at any time.

12. Having interest in a business where there exists a conflict of interest with the employee's City responsibilities or where employment would have an effect on the full and faithful discharge of duties as a City employee.
13. Violation of a safety rule or safety practice.
14. Inappropriate use of City vehicles. The wrongful or inappropriate use of City owned property. (Depending upon severity, may constitute a Group 2 or Group 3 offense and may constitute grounds for immediate termination.)
15. Creating or contributing to unsafe or unsanitary conditions.
16. Various other actions not specified above but similar in nature and degree of severity.

GROUP 2 OFFENSES - Performance problem or misconduct by an employee of a serious nature requiring formal documentation and corrective and punitive disciplinary action (incidents in this category of a less serious or grievous nature will be treated less seriously). Repeated or multiple instances (or a single incident deemed to be of a serious or grievous nature) may elevate the conduct to a Group 3 offense. Examples include, but are not limited to, the following:

1. Multiple Group I Offenses.
2. Behavior which interferes with fellow employees or supervisors in carrying out their duties.
3. Violating the City's Outside Employment Policy and doing business with one's agency.
4. During working hours, leaving the jobsite without permission and/or proper coverage.
5. Failure to report to work for overtime, special hours or special shifts after being scheduled according to overtime and standby duty policies.
6. Sleeping during working hours unless otherwise permitted.

7. Gambling, lottery, or engaging in any other game of chance at City work stations at any time.
8. Making or publishing false or malicious statements concerning any employee, supervisor, City official or the City.
9. Any conduct which affects the safety of the public or City personnel, equipment, tools or property or the personal safety of other employees.
10. Failure to report a request for information or receipt of a subpoena from a law firm or an attorney that relates to City business.
11. Inappropriate use of City vehicles.
12. Having a preventable traffic crash in a City vehicle.
13. Use of City property or time for the personal financial gain of an employee.
14. Refusal to give testimony in City lawsuits or investigations.
15. Various other actions not specified above but similar in nature and degree of severity.

GROUP 3 OFFENSES - Performance problem or misconduct by an employee of a grievous nature requiring formal documentation and corrective, punitive, or terminable action (incidents in this category of a less serious or grievous nature may be treated less seriously). Examples include, but are not limited to, the following:

1. Multiple Group 1 or Group 2 Offenses.
2. Loss of necessary job-related prerequisites or abilities to perform the work, except as restricted by State and/or Federal law; i.e., Family Medical Leave Act, Americans With Disabilities, etc.
3. Absence for three working days without notifying supervisor.
4. Failure to return to work following any leave of absence.

5. Intentionally destroying, damaging or misappropriating any City property or property of any employee.
6. Falsification or destruction of personal or City records including employment applications, accident records, work records, purchase orders, time sheets or any other report, record, application or City record.
7. Making false claims or misrepresentations in an attempt to obtain unearned compensation such as regular pay, overtime pay, standby or call out pay, comp time, sick leave, Workers' Compensation or unemployment.
8. Insubordination and/or refusal to perform the supervisor's assignments.
9. Willful neglect in the performance of duties.
10. Having or possessing a firearm, other weapon, explosive, or other destructive device in or on City property except as authorized by state or federal law, or specific City declaration. Employees licensed or unlicensed to carry a concealed weapon/firearm are prohibited from possessing a firearm in a "motor vehicle" (defined in new law as any vehicle operated on the roads) owned, leased or rented by the City.
11. Unethical or unlawful conduct on or off the job which would affect the employee's reputation, the employee's relationship to the job, a fellow worker's reputation, or goodwill in the community.
12. Use or attempted use of political influence or bribery to secure an advantage in any manner.
13. Violation of the City's Workplace Violence policy which includes, without limitation: striking or threatening violence against an individual; provoking or instigating a fight, or

fighting at any time while on City property or on City time; or threatening, intimidating, coercing, or interfering with fellow employees or supervisors at any time.

14. Commission of a felony or other serious criminal offense while employed by the City of Lakeland.
15. Repeated abuse of the City's personnel policies and procedures, safety rules and regulations, departmental policies and procedures or other City policies and procedures, or any combination thereof.
16. Violation of the City's Drug Free Workplace Policy, which includes refusing testing, testing positive, or possession, carrying, or being under the influence of intoxicating beverages or narcotics while on duty.
17. Disclosure to someone other than an employee's attorney or persons conducting the confidential investigation of the existence of, or matters surrounding the confidential investigation.
18. Violation of the City's Unlawful Employee Harassment Policy which includes discrimination, sexual harassment or hostile work environment.
19. Violation of the City's Ethics Policy which includes acceptance of gifts and other legal/ethical issues.
20. Failure to obtain or maintain certification or licenses, within specified time frame outlined in job descriptions.
21. Directly or indirectly participating in meter tampering, water or energy diversion, or other theft of City services either on the job or off duty.
22. Manager or supervisor instructing an employee to perform an illegal or unethical act.

23. Off-duty conduct which has an impact on the work place or an employee's fitness or ability to serve in the work place. Examples include, but are not limited to:
- Committing and/or conviction of a serious misdemeanor or an act of moral turpitude;
 - Committing and/or conviction of illegal drug use, sale or possession;
 - Committing and/or conviction of any felony;
 - Behavior or conduct of a grievous nature that negatively reflects on the City's image while representing the City (e.g., driving a City vehicle or wearing a City uniform).
24. Failure to obtain or maintain job required City driving privileges. Complete guidelines are listed in the Risk Management Manual under Topic 35 and posted on the Risk Management Internet page.
25. Various other actions not specified above but similar in nature and degree of severity.

TIME LIMITATIONS

Disciplined employees will not be eligible for merit or promotional opportunities for the 12-month period following a disciplinary suspension or demotion. Generally, other disciplinary offenses will be addressed by warning or reprimand, but may also be subject to merit suspension upon recommendation by the Department Director.

1. *Group 1* - If 12 months or more have passed since the employee's last offense of any kind, the current offense will be considered a "first" offense for purposes of disciplinary action. If 12 months have not passed since the employee's last offense, offenses which occurred during the 24 months preceding the current offense will be considered in determining the appropriate corrective action.
2. *Group 2* - If 24 months or more have passed since the employee's last offense of any kind, the current offense will be considered a "first" offense for purposes of disciplinary

action. If 24 months have not passed since the employee's last offense, offenses which occurred during the 24 months preceding the current offense will be considered in determining the appropriate corrective action.

3. *Group 3* - shall have no time limitations regarding prior offenses.

GUIDELINES FOR DISCIPLINARY MEASURES

GROUP I OFFENSES

First Group 1 Offense	Documented Verbal Warning
Second Group 1 Offense	Written Reprimand
Third Group 1 Offense (Group 2)	Up to Five (5) Suspension Day and/or demotion
Fourth Group 1 Offense (Group 2)	Up to and including termination

GROUP 2 OFFENSES

First Group 2 Offense	Up to Five (5) Day Suspension
Second Group 2 Offense	Up to and including termination

GROUP 3 OFFENSES

First Group 3 Offense	Up to and including termination
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DOCUMENTATION

Documentation is essential in establishing an adequate record of progressive discipline. The failure of immediate supervisors to document and take disciplinary actions for misconduct or failure to meet performance expectations, or the failure to forward the disciplinary documents to Human Resources through their Department Head or designee, may indicate sub-standard performance of that supervisor. Copies of all supporting documentation for disciplinary action

shall be filed with the Human Resources and Civil Service Office for inclusion in the employee's regular employment file.

The only exception to this procedure shall be in the event that the documentation has a direct effect on revealing information involved in an active criminal investigation or prosecution for criminal violation. In matters of this nature, the City Attorney should be contacted for guidance. When any such investigation is complete, the documentation shall then be placed in the regular personnel file at Civil Service.

DISCIPLINARY PROCEDURE

1. Written warnings and reprimands shall be handled within the respective department. Follow the requirements under DOCUMENTATION.
2. In cases of performance problems or misconduct severe enough to warrant a recommendation of suspension, demotion, or termination, the supervisor shall first notify their Department Head and then contact Human Resources (prior to making a recommendation) to discuss the merits of the situation and determine if an investigation is necessary. Human Resources will notify the City Manager's Office, the City Attorney's Office and Civil Service, as applicable. If an investigation is necessary, Human Resources will conduct the investigation and advise the City Manager's Office, the City Attorney's Office and the employee's Department Head of the findings.
3. If no investigation is deemed necessary by Human Resources, or an investigation has been completed by Human Resources and disciplinary action appears warranted, the supervisor shall meet with the Department Head to determine the level of disciplinary action to recommend and complete a Disciplinary Action Form (DAF) and attach the supporting documentation. If circumstances warrant, an employee may be placed on administrative leave by the Department

Director until such time as the hearing is held. In the case of a grievous or serious offense involving potential safety hazards or property destruction, the employee's immediate supervisor shall have the right to place the employee on administrative leave and expel the offender from the work site. This action of the immediate supervisor shall be confirmed or rescinded by the Department Head as soon as practical. The DAF shall contain the recommendation and then be routed through the chain of command to the Human Resources office for review and approval. If in agreement, Human Resources shall return the signed form to the department.

4. The department shall then meet with the employee for informing of the proposed disciplinary action, the facts upon which it is based and give the employee an opportunity to respond. If the department elects to continue with the disciplinary action after the meeting, the employee will be provided in writing the time and location of the due process hearing and given the opportunity to sign, either affirming or declining the due process hearing. Hearings shall be automatically scheduled for the next business day following notification of the employee that a recommendation for disciplinary action has been made. Probationary employees are not eligible for a due process hearing or Civil Service Board appeal.

5. The due process hearing shall be with the employee's division head, department head, or City Manager (or designees), depending on the level of supervision initiating the disciplinary action, and Human Resources. The hearing shall be conducted prior to final disciplinary action being taken. If circumstances warrant, an employee may be placed on administrative leave by the Department Director until such time as the hearing is held. The hearing shall be conducted in an informal manner. The employee may have another employee of his/her choice present during the hearing. The employee may also choose to have legal representation, or other person(s) having direct knowledge of the circumstances causing the disciplinary action. The employee is

entitled to present his/her position or any other information to the individual conducting the hearing for consideration prior to a decision on the recommended disciplinary action. After considering the information presented, the individual conducting the hearing shall take the action judged appropriate for the circumstances.

6. After a determination has been made by the individual conducting the hearing, a brief summary of the hearing and disposition shall be prepared. If discipline is affirmed the summary shall be signed by the individual conducting the hearing and forwarded to the Human Resources Office as an attachment to the DAF. Upon approval by the City Manager's Office, Human Resources will forward DAF to the Civil Service Office for placement in the employee's regular personnel file. Human Resources will also be responsible for notification to employee of final disciplinary disposition and election rights of a Civil Service Board appeal or collective bargaining grievance whichever is applicable.

APPEAL PROCEDURES/CIVIL SERVICE BOARD (if applicable)

Employees within the Civil Service System who have been removed, suspended, demoted, reduced, fined, had a merit increase suspended, or discharged shall have fifteen (15) calendar days in which to file a request for an appeal with the Civil Service Director.

APPENDIX

- “Explosive” means any chemical compound or mixture that has the property of yielding readily to combustion or oxidation upon application of heat, flame, or shock.
- “Firearm” means any weapon (including a starter gun) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any firearm muffler or firearm silencer; any destructive device; or any machine gun.

- “Weapon” means any dirk, knife, metallic knuckles, slingshot, billie, tear gas gun, chemical weapon or device, or other deadly weapon except a firearm or a common pocketknife, plastic knife, or blunt-bladed table knife.

ARTICLE 13. GRIEVANCE PROCEDURE

Section 1. A grievance is defined as an allegation made during the term of this Agreement or during negotiations of a successor contract, up to the time of declaration of impasse by any party that the Employer or Union has violated a specific Article and Section of this Agreement, which includes all mandatory subjects of bargaining contained within the Lakeland Electric Policies and Procedures, and the City of Lakeland Personnel Policy and Procedure Manual. An action or inaction alleged to be a violation of the Agreement may be grieved on behalf of any and all bargaining unit members that have or may be affected by the action or inaction. If impasse is declared in negotiations for a successor agreement, then no new grievances may be filed (except for discipline issues which may be filed until a new contract becomes in effect or until the impasse procedure is completed on any subject, whichever occurs first) though pending grievances and arbitrations will be processed. Employees in the bargaining unit who are not members of the UWUA may utilize the Grievance Procedure established by this Article, but the UWUA/Local Union is in no way responsible for non-members’ utilization of this Article.

Section 2. Under no circumstances shall there be a suspension or slow down of work, or refusal to follow any instruction, on account of any grievance. Grievances shall be resolved at the lowest supervisory level possible, but only within the customary authority of each succeeding level of supervision. No grievance shall be considered unless it is processed in complete

accordance with the following Steps. Grievances not timely submitted or which do not contain the required information and signatures shall be null and void.¹

Step 1. There shall be a discussion between the employee or the Local Union representative and the designated first Step supervisor concerning the specific Article and section of the Agreement alleged to have been violated within Fifteen (15) calendar days of the alleged violation. The employee or the Local Union representative shall submit a grievance form which has been mutually agreed upon by both parties and attached to this agreement. The grievance form shall specify the particular Article and Section of the Agreement alleged to have been violated, shall contain a complete and detailed statement of the known facts upon which the grievance is based, (if the Local Union, employee or Employer becomes aware of additional facts, they can attach or raise the additional facts to the grievance or response at any step of the grievance procedure) including the date of occurrence, shall specify the proposed remedy, shall be signed and dated by the bargaining unit employee(s), and by a UWUA or Local Union 604 representative alleging the violation.² If possible, the grievance should be resolved at this level. Upon receipt of the grievance, the first Step supervisor, or designee, shall record the date and time the grievance was received, shall investigate the grievance, and provide a written proposal for resolution of the grievance or a written denial of the grievance within ten (10) calendar days of the

¹ Since the number of levels of supervision varies significantly in different work groups, the Employer will develop and publish a two step chain-of-command review for this grievance system for each employee or work group prior to the third Step review by the Head of Lakeland Electric. Also, the term “supervisor” is used generically here and some first or second level supervisors may qualify as “managerial” employees .

² Grievances initially filed at Steps 2 and 3 shall contain the same information as outlined in Step 1 and be submitted within fifteen (15) calendar days of the occurrence of the incident(s) alleged to have violated the terms of the Agreement. Grievances submitted by non-UWUA members of the bargaining unit do not have to contain UWUA or local officer approval.

date that the grievance was received. Grievances resulting from an action or inaction beyond the authority of the first Step supervisor to resolve shall skip Step 1 and go directly to Step 2. Grievances resulting from an action or inaction beyond the authority of the second Step supervisor to resolve, shall skip Steps 1 and 2 and go directly to Step 3. If a grievance is timely filed, but at the wrong Step, it will automatically be forwarded by that Supervisor to the appropriate level, and the time frame for response will start to run when the grievance is received at the appropriate level.

Step 2. Grievances not resolved to the satisfaction of the Local Union/UWUA in Step 1 shall be submitted in writing to the second Step supervisor or designee within ten (10) calendar days of receipt of the first Step supervisor written grievance response. Upon receipt of the grievance, the second Step supervisor or designee shall record the date and time the grievance was received, shall investigate the grievance, and provide a written proposal for resolution of the grievance or a written denial of the grievance within ten (10) calendar days of the day the grievance was received.

Step 3. Grievances not resolved to the satisfaction of the Local Union/UWUA in Step 2 shall, within ten (10) calendar days of the date the second Step supervisor answer was received, appeal the second Step supervisor determination to the Head of Lakeland Electric or designee. The Head of Lakeland Electric or designee shall provide the Local Union/UWUA with a written proposal for the resolution of the grievance or a written denial of the grievance within ten (10) calendar days of the day the appeal or grievance was received.

Step 4. If the grievance is not resolved to the satisfaction of the Local Union/UWUA in Step 3, the Local Union/UWUA shall, within ten (10) calendar days of the day of the decision by the Head of Lakeland Electric, or designee, was received, request in writing the City Manager or designee to review the circumstances, facts and Step 1, Step 2, and Step 3 decisions. The review shall be done within fourteen (14) calendar days of the day the City Manager receives the Local Union/UWUA's request for review and may include meetings with the Local Union/UWUA, aggrieved employee, witnesses, and others as deemed appropriate by the City Manager or designee. Within twenty-one (21) calendar days of the day the grievance was submitted to the City Manager or designee, the City Manager or designee will provide the Local Union/UWUA with the City's final written decision.

Section 3. Submission to Arbitration. In the event any grievance, which has been timely brought under this Agreement, cannot be satisfactorily resolved in accordance with Section 2 of this article, either the Local Union/UWUA (a grievant who is not a UWUA member) or the Employer may demand arbitration by filing a request with the Federal Mediation and Conciliation service of the United States, with a copy to the other side by certified mail, return receipt requested, to submit the names of seven (7) approved regional arbitrators available to hear and decide the question involved. The party wishing to submit a grievance to arbitration must do so within Thirty (30) calendar days of receipt by the Local Union/UWUA of the decision in Step 4, or the right to pursue arbitration shall have been waived.

Section 4. The parties hereto acknowledge the importance of both the time limitations and the requirements for written grievances and appeals expressed in Sections 1

through 3 of this Article, and no grievance shall be considered or deemed to exist that is not reduced to writing in the manner specified, timely filed and pursued at each Step of the grievance procedure, and timely submitted to arbitration. Failure to initiate a grievance or appeal within the time limits in Sections 2 and 3, above, shall be deemed to be acceptance of the decision at that Step. A timely filed grievance not answered by management within the time limit prescribed shall be treated as a denial of the grievance and the grievance may be pursued to the next Step of the grievance procedure. Time limits may not be extended except by written mutual agreement signed by representatives of both parties, except that a request for extension by the Employer or Local Union/UWUA within the established time limits will automatically be granted for three (3) calendar days. The Employer's willingness to go through the grievance procedure and to submit the issue on the merits to an arbitrator shall not be interpreted as a waiver of any issue as to arbitrability. However, the Employer is not required and may not be forced to proceed with any grievance or arbitration where the time limitations and the requirements for written grievances and appeals expressed in Sections 2 and 3, above, have not been fulfilled, nor when the grievance or arbitration involves rights reserved by the Employer under this Agreement. If in the sole discretion of the City Manager, it is determined that civil emergency conditions exist, including but not limited to riots, civil disorders, hurricane conditions, or similar catastrophes, then the time limits outlined in sections 1 through 3 of this article will automatically resume in their current step after the civil emergency condition is remedied.

Section 5. Absent permission from the Employer, grievance processing shall not interfere with the work hours of any employee. A designated Union representative may spend a de minimis amount of work time to transmit grievance related documents to a designated management representative as long as there is no delay or interference with City work.

Section 6. The filing or pendency of any grievance under the provision of this Agreement shall in no way operate to impede, delay or interfere with the right of the Employer to take the action complained of subject, however, to the final disposition of the grievance.

**ARTICLE 14. UTILITY WORKERS UNION OF AMERICA, A.F.L.-C.I.O.
and
LAKELAND ELECTRIC**

LOCAL UNION _____ City and State _____ Grievance/Case No. _____

Number of aggrieved individuals _____ Date of Grievance _____

Date filed: (To be completed by appropriate supervisor) _____

Individuals Name(s)(attach additional pages as needed) _____

Location (Plant or Division) _____ Department _____

Employer Representative(s) in violation _____

Witnesses Name(s) _____ Department _____

Name of Authorized Union Representative _____ Title _____

Description of grievance. (Who, What, When, Where, Why?) Including all applicable Article(s) and Section(s) of the agreement violated (attach additional pages as needed) _____

Remedy Requested (attach additional pages as needed) _____

Filed by / Union Rep on behalf of Local (signature(s)) _____

DISPOSITION OF CASE: (attach additional pages as needed)

(a) Supervisor's Name _____ Step 1 Date _____

Answer or Disposition _____

(b) Supervisor's Name _____ Step 2 Date _____

Answer or Disposition _____

(c) Head of Lakeland Electric _____ Step 3 Date _____

Answer or Disposition _____

(d) City Manager _____ Step 4 Date _____

Answer or Disposition _____

FINAL DISPOSITION (resolved, submitted to Arbitration, not pursued-lacks merit, etc.)

For the Employer _____ For the Union _____

ARTICLE 15. ARBITRATION

Section 1. Upon receipt of the list of arbitrators from the Federal Mediation and Conciliation Service, the party requesting the first arbitration between the Local Union and the Employer shall make the first strike from the list of arbitrators and from that case forward the parties will alternate the first strike. After the first strike the other party shall strike second, and then each party shall in turn strike one name until only one name remains. This person shall be selected as an impartial Arbitrator.

Section 2. If the parties do not agree upon a person to act as an arbitrator within thirty (30) calendar days after receiving such list of names, either party, prior to making its third strike, may request the Federal Mediation and Conciliation Service to submit a second list, from which names shall be stricken in accordance with section 1. Nothing in this article shall prevent the parties from agreeing upon a mutually acceptable arbitrator other than one on a panel supplied by FMCS.

Section 3. The grievance submitted to the arbitrator shall be based exclusively on the written grievance as submitted in Article 13, Section 2, of the Grievance Procedure. If on-duty personnel are subpoenaed to the arbitration hearing, they will be released from duty only for the time required to testify. No more than two employees will be released from duty at a time, unless the Employer authorizes the release of more than two; such authorization shall not be unreasonably withheld. Officers of the local union will not be included in the limitation of the two employees being released when attending the arbitration hearing. The union and the city will keep the number of attendees to a minimum and will endeavor to only have the number of attendees that are necessary to properly address the grievance. Employees who voluntarily attend arbitration shall not be engaged in compensable work time.

Section 4. Any decision or award of the arbitrator shall be strictly limited to the interpretation of specific terms of this Agreement (as defined in Article 13, Section 1) and to a determination of whether the Employer violated a specific provision of this Agreement as alleged in the written grievance. The arbitrator shall not explicitly or implicitly change, amend, add to, subtract from, or otherwise alter or supplement any of its terms and conditions, nor depart from its terms in rendering a decision. The Employer's action shall be upheld if it is based upon competent substantial evidence. The arbitrator shall confine himself exclusively to the question which is presented to him. The arbitrator's decision shall be final and binding upon both parties.

Section 5. The Employer may not be compelled to arbitrate any grievance not alleged to have occurred during the term of this Agreement or during the period of negotiations of a successor agreement or a newly ratified agreement. If impasse is declared in negotiations for a successor agreement then no new grievances may be filed (except for discipline issues), though pending grievances and arbitrations will be processed.

Section 6. Each side shall bear the cost of its own witnesses and representatives. The cost of room accommodations shall be divided equally between the parties unless the hearing takes place on city property, in such case the city will cover the cost of the meeting. The fees and costs of the arbitrator shall be borne by the non- prevailing party. Any party requesting a transcript will bear its cost, unless otherwise agreed.

Section 7. The arbitrator shall have no authority to substitute his judgment for that of the Employer on an issue of management discretion, to assess any compensatory or punitive damages, to impose as a remedy any back pay to any employees or individuals who are not grievants, nor to limit or interfere in anyway with the powers, duties, and responsibilities of the Employer except as such powers, duties and responsibilities have been abridged, delegated or

modified by the express provisions of this Agreement. No award of back pay to any grievant shall date back to a time prior to the date the grievance arose. All awards of back pay under this Agreement shall be offset by unemployment compensation benefits, workers compensation benefits (except medical), any and all earnings which were or should have been earned by the grievant (i.e., the grievant has a duty to mitigate or minimize the damages and the Employer is not responsible for lost earnings to the extent that such loss could have been avoided had the grievant used reasonable care in seeking other employment to avoid or minimize the injury), and any other compensation from other sources during any period of unemployment for which back pay is awarded.

ARTICLE 16. HUMAN RESOURCES FILES

Section 1. All employees shall be permitted access to their individual, official personnel files. All items contained in such files shall be available for review, except such matters as may be exempt from public disclosure under the Public Records Act. Such review shall be available to the employee at reasonable times, under the supervision of the designated records custodian.

Section 2. Written employee evaluations, and reprimands that will be filed in the employee's official department or City Hall "Human Resources" file will be signed and dated by the individual who prepares them and signed and dated by all other management personnel who review and approve them including the Head of Lakeland Electric, or his designee, before they are reviewed with the employee. Any document requiring an employee's signature will be placed in the employee's official Human Resources file as soon as practicable.

Section 3. Employees will add any written comments they wish, date and sign all written evaluations, and reprimands in acknowledgement only that they have read and understand the contents and will be given a copy at that time. Should any additional written

comments be added to such documents after employees sign and date the initial copy, then employees will be immediately provided a copy containing the additional comments signed and dated by whomever added the comments and again, employees will add any written comments they wish, date and sign all such amended documents as acknowledgement only that they have read and understand the additional comments. Nothing herein shall preclude any individual from keeping his or her own files or records, or city records other than the official Human Resources file, including any records which relate or refer to unit employees. Furthermore, nothing herein shall be construed to limit in any manner the admissibility of any record or document in any arbitral or other proceeding.

Section 4. All employees shall be notified in writing when his/her personnel file is reviewed under the Public Records Act, and the identity of the person reviewing the file if known.

ARTICLE 17. DOMESTIC VIOLENCE LEAVE POLICY

Purpose: To comply with Florida Law (s. 741.313) requiring Employers to Provide Leave to Victims of Domestic Violence.

Policy: Employees, who have been employed three or more months, may take up to three working days of leave within a 12-month period if the employee or a family or household member is the victim of domestic violence which includes assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, or any criminal offense resulting in physical injury or death of one family or household member by another family or household member and if the leave is sought for specific reasons related to the domestic violence.

Leave Requirements: Leave may be taken to:

- Seek an injunction for protection against domestic violence, repeat violence, dating violence, or sexual violence;
- Obtain medical care or mental health counseling for the employee or a family or household member to address physical or psychological injuries resulting from the domestic violence;
- Obtain services from a victim-services organization;
- Make the employee's home secure from the domestic violence perpetrator or to seek new housing to escape the perpetrator; or
- Seek legal assistance to address issues arising from the domestic violence and to attend and prepare for court-related proceedings arising from the domestic violence.

Employee Requirements:

While advance notice for the need of a leave of absence is preferred, exceptions will be made for cases involving imminent danger perceived by the employee or the employee's family or household member. However, the employee requesting leave will be required to provide sufficient documentation of the act of domestic violence.

Examples of documentation: copy of police report, order of protection, injunction, medical report of receipt for services or goods received.

An employee seeking leave under this section must, before receiving leave, exhaust all annual or vacation leave, personal leave, and sick leave, if applicable, which is available to the employee, unless the employer waives this requirement.

Confidentiality:

All information relating to this type of leave will be kept confidential. The employee's leave request form and any supporting documentation, including time sheet, will be exempt from state public records disclosure requirements until one year after the leave is taken. Documentation relating to the request for domestic violence leave will be forwarded to the employee's Human Resources Personnel File.

ARTICLE 18. FAMILY & MEDICAL LEAVE

Employees are entitled to 12 weeks of leave per year. For the purpose of FMLA the year will be designated on a rolling basis commencing with the initial FMLA request, FMLA leave may be taken for the following reasons:

1. Birth, adoption or foster-parenting of a child for either or both parents;
2. Serious health conditions of a defined family member (spouse, parent of the employee, son or daughter); and
3. Serious health condition of the employee;
4. Serious health conditions include:
 - a. Heart conditions requiring by-pass or valve operations;
 - b. Severe respiratory conditions;
 - c. Severe nervous and mental disorders;
 - d. Injuries caused by serious accidents (on the job or off);
 - e. Ongoing pregnancy, miscarriages, etc.; and
 - f. Others.
5. Active duty or a call to active duty of a spouse, son, daughter or parent or a qualifying exigency arising out of the service member's current tour of active duty or

because the service member is notified of an impending call to duty in support of a contingency operation.

This benefit also provides 26 weeks of FMLA leave during a single 12 month period for a spouse, son, daughter, parent, or nearest blood relative caring for a recovering service member. A recovering service member is defined as a member of the Armed Forces who suffered an injury or illness while on active duty that may render the person unable to perform the duties of the member's office, grade, rank, or rating.

The City requires the employee to provide current updates from the doctor on medical condition of self or others.

Based on a rolling 12 months, an employee is eligible for leave only if employed for at least one (1) year and if the employee has worked at least 1,250 hours of service during the 12-month period before the requested leave. Part-time and seasonal employees working less than 1,250 hours are not eligible for leave.

Entitlement to family leave for the parenting of a child expires 12 months after birth or adoption. An employee whose spouse is also employed by the City is limited to 12 weeks combined. Family leave for this purpose can not be taken intermittently.

Employees will be required to give the City a 30-day notice when leave is foreseeable as in the event of birth, adoption or foster care placement of a child. Also, the same is applicable if regular medical treatments for self or family members are necessary but cannot be arranged around work schedules.

In all cases of medical leave, the City requires a timely medical certification to both receive leave under FMLA and to return to work from same. Medical leave may be taken intermittently.

The City will continue its group life and health insurance coverage for an employee on leave at the same level and under the same conditions that existed while the employee was working. Employees must pay their portion of the group health or life insurance to continue coverage. Employees do not accrue seniority or employment benefits (sick leave, annual leave, etc.) while on leave without pay in excess of forty (40) hours per month.

If the employee fails to return for reasons other than a serious health condition or other circumstances beyond the employee's control, the City may recover premiums paid for the employee's coverage during the leave.

Upon the employee's return to work, they must be reinstated to the same or equivalent position held before the leave.

Those who anticipate being absent for more than five (5) consecutive days will be required to fill out the FMLA form.

ARTICLE 19. SICK LEAVE POOL

The purpose of this program is to establish a voluntary employee sick leave pool to aid employees suffering catastrophic injury or illness.

Policy.

The City of Lakeland provides for voluntary participation by employees in a sick leave bank to aid qualified employee participants suffering catastrophic injury or illness for a minimum six (6) week period. The program is administered by a Sick Leave Pool Committee. The guiding principle of this policy shall be the provision of additional leave benefit (when personal leave has been exhausted) to an employee in ill health caused through no deliberate action of the employee.

Policy Administration.

A Sick Leave Pool Committee is responsible for the administration of Sick Leave Pool benefits and usage. The Committee shall be composed of the Human Resources Director or designee, the City Nurse, and three employees appointed by the Employee Association President and confirmed by the Employee Association Board of Directors.

The Committee shall review all requests from participating employees for Pool usage and shall have final authority in granting or denying benefits. The deliberations and decisions of the Committee are confidential per the Health Insurance Portability and Accountability Act of 1996 (HIPAA) requirements.

Enrollment.

The enrollment period for full-time regular and part-time regular employees is December 1 — 31 of each calendar year. Contract and temporary employees are not eligible for participation. An employee requesting enrollment:

1. must submit a completed enrollment form or written request to the Human Resources Department;
2. must have their completed one full year of service on or before December 31ST of the calendar year enrollment;
3. must have a minimum of forty (40) hours sick time (20 hours for part time employees) at the time of their initial transfer of hours, or re-enrollment, to the Pool; and
4. shall be required to re-enroll each December in order to continue participation in the Pool.

Drop Program Provisions.

Participating Pool employees in the Deferred Retirement Option Plan (DROP) program as of the effective date of this contract may continue to participate until the date of final retirement.

Employees who entered the DROP program as non-Pool participants are not eligible to join the Sick Leave Pool.

Employees entering the DROP program past the revised effective date of this contract will not be eligible to participate in the pool.

Contributions.

By electing to join the Pool, an employee authorizes sick leave to be transferred from one's individual accrued sick leave balance to the city-wide sick leave pool. This contribution is non-refundable.

Each participating employee shall contribute the equivalent of one day's sick leave, each enrollment period. This will be 8.4 hours for Police Officers, Sergeants, and Lieutenants; 12 hours for Fire Department shift personnel; and 8 hours for all other regular employees (4 hours for part-time employees.) The Committee may waive this annual requirement for continuing members based on the account balance of the pool. Should an applicant not have the required hours in their account at enrollment time, the applicant may request special consideration from the committee.

Employees will not be allowed to "donate" to the pool any unused or unpaid sick leave from their individual sick leave balance at the time of retirement, nor contribute additional hours at any time which would exceed the contribution required from all participants.

An employee who is awarded sick leave hours from the pool will not be required to replace those hours. After returning to work, the employee will contribute as a regular member of the pool.

Benefit Guidelines.

In order to qualify for Pool benefits, the employee must be projected to be off work for at least six (6) weeks from a single illness or injury. Prior to receiving Pool benefits, a participating employee must exhaust all available personal leave (including sick, annual, compensatory, saved time, etc.). For employees hired prior to January 1, 1989, annual leave is earned during the calendar year, but is not posted to the employee's account, and may not be used until January 1st of the following year. For Sick Leave Pool purposes, that leave is not considered available until it is posted to the account. However, once it is posted, it must be used before further Sick Leave Pool time will be available.

During the time of drawing benefits from the Pool, an employee shall not accrue sick leave or annual leave or be eligible for any overtime pay. An employee may not receive Worker's Compensation and Pool benefits simultaneously.

Total absence time from work for all sources (earned sick leave, sick leave pool benefits, annual leave, compensation time, saved holiday time, leave of absence without pay, etc.) shall not exceed one hundred eighty consecutive calendar days (180). The employee should make application for long-term disability insurance coverage if there is a possibility that the 180 consecutive calendar day limit could be exceeded.

The Committee retains the right to consider mitigating circumstances and special circumstances on a case-by-case basis as it deliberates the eligibility and extent of benefits to be

provided. The guiding principle of these deliberations shall be the long term benefit to an employee in ill health caused through no deliberate action of their own.

Procedures.

The Sick Leave Pool Committee Handbook approved by the SLP Committee and Employee Association Board of Directors shall take effect on the same date as the effective revised date of this policy.

The procedures contained in the Sick Leave pool Committee Handbook shall be followed, The Employee Association Board of Directors and Sick Leave Pool Committee shall review the procedures every other year, at a minimum, for possible improvements or updates.

ARTICLE 20. UNPAID UNION BUSINESS LEAVE

Section 1. Any local union representative who may be called upon to transact business for Local 604, which business requires his/her temporary leave from duty with the City, shall upon seventy two hours' notice and permission from the proper representative of the City, be allowed to be absent from duty without pay, for up to 14 consecutive calendar days to transact such business. During such temporary leave the local union representative will continue to accrue seniority.

Section 2. No sick leave, annual leave or holidays will be earned by an employee while on leave without pay in excess of forty (40) hours per month for those on a basic workweek. For those working alternative shifts one must work at least 75% of their standard workweek for benefit eligibility.

Section 3. Any local union representative who may be called upon to transact business for Local 604, which requires over forty (40) hours without pay will result in the employee paying the full cost of their insurance premiums. Group life and medical insurance

coverage's may be continued while on such leave without pay in accordance with provisions contained in the appropriate insurance contracts. While on leave the employee will be responsible for paying their portion of all insurance premiums.

ARTICLE 21. LEAVE WITHOUT PAY POLICY

Purpose: To provide guidelines for non-medical leave without pay requests that are reasonable. Medically related leave requests are addressed through the Family Medical Leave Act (FMLA) AND Sick Leave Policies.

Eligibility.

Leave without pay will only be allowed upon qualified depletion of all recorded paid leave balances (excluding sick leave) as may be approved by the Department Director and/or City Manager or their designees.

Regular full-time and regular part-time employees shall be eligible to submit a request for a leave without pay under this policy.

A leave without pay shall not be granted in order to pursue or accept non-city employment.

Approval.

Leave without pay requests are not guaranteed and must be pre-approved. Leave without pay requests of 10 working days or less may be approved at the sole discretion of the Department Director, based upon the unique needs of each department. Leave without pay requests of more than 10 working days must be approved by the Department Director or designee and City Manager or designee.

Insurance Premiums.

The employee shall be responsible for the full cost of their insurance premiums for any leave without pay over forty (40) hours within a month.

ARTICLE 22. DUES CHECK-OFF

Section 1. The employer agrees to deduct monthly dues, from the second pay period each month, from the earnings of its employees who have signed individual authorization cards, supplied by the Union, and to remit the same to the duly designated officer of the Union, until such time as the employee resigns his/her membership in the Union or otherwise revokes his/her dues deduction authorization in writing to the employer and the Union with 30 days advance notice.

Section 2. Should the dues deduction authorization form executed by any employee conflict with any state or federal law in any respect, the employer shall be relieved from honoring such authorization.

Section 3. The Union agrees that there shall be no liability on the part of the employer for collection of any unpaid dues which may be due the Union from any employee who, because of absence from work or termination of employment, has insufficient wages payable to him/her at the regular time the dues are to be deducted from which to make such deduction. The Union shall indemnify and save the employer harmless against any and all claims, demands, suits, judgments, or other forms of liability or expense, that may be incurred or necessitated by reason of action taken or not taken by the employer for the purpose of complying with any of the provisions of this article.

Section 4. The Union agrees to pay the employer \$150.00 for the initial set up of dues check-off, and \$0.30 per deduction per employee monthly for this service.

Section 5. The employer shall not be required to collect Union dues in arrears. Any change in dues made by the Union will be made effective after a thirty (30) day notice by the Union's Secretary/Treasurer or designee to the employer.

ARTICLE 23. ACCESS TO PREMISES

UWUA representatives who are not employees of the City may be permitted access to Lakeland Electric for the purpose of administering this Agreement and to public areas of Lakeland Electric. No such access shall be used for organizational purposes, and no such access shall be permitted to interfere with the performance of work. Access to restricted areas may be given upon reasonable advance notice to the Head of Lakeland Electric or designee, provided that the UWUA representative must be accompanied by an escort assigned by the Head of Lakeland Electric or designee. Except as provided in this Article, no access shall be given to UWUA representatives without the express written consent of the Head of Lakeland Electric or designee.

ARTICLE 24. BULLETIN BOARD

The union may furnish and maintain Bulletin Boards for the bargaining unit to be mounted at each of six (6) main Lakeland Electric work locations for the purpose of posting official union notices, confined to:

- A. Regular notices of meetings as to time, place and agenda.
- B. Notices of elections of officers and the results of elections.
- C. Notices of appointments to office.
- D. Notices of social, educational or recreational affairs of the Local 604.

The Bulletin Boards are to be “glass” enclosed and lockable. A key for each Bulletin Board should be given to the Deputy General Manager, or his/her designee.

Notices may be posted over the signature of an officer of the local union concerning other than those items specifically described herein, but only after receiving written approval from the person in charge of the plant or building in which such use of the bulletin boards is desired. The Union agrees that notices posted on the bulletin board shall contain no political, controversial or

any material reflecting upon the integrity of the City or any of its employees. The City may refuse at any time to permit the posting of any notice that violates the provisions of this Agreement. Written permission shall be in the form of a memorandum or by initials on a duplicate copy of the notice.

The cost of notices and the Bulletin Board shall be borne by the union, except that the City will have City personnel mount.

ARTICLE 25. EDUCATIONAL ASSISTANCE

Section 1. The city will make opportunities available to employees for training, career development and advancement consistent with individual ability, performance and the requirements of the City.

Section 2. Regular full-time employees who have completed twelve (12) months of continuous service with the City are eligible to apply for tuition reimbursement in accordance with the following:

- (a) Eligible courses must be offered by an accredited college, university, vocational school or correspondence school, or courses approved by Lakeland Electric Administration.
- (b) Reimbursement will be limited to no more than \$1,400.00 per fiscal year for any individual employee based on the following criteria:
 - (1) Full tuition is available for course work that is directly related to the employee's current job classification with the City.
 - (2) Full tuition is available for course work, which is directly related to other job classifications with the City that will enhance the employee's opportunity for advancement to those classifications.

Section 3. The employee shall initiate an “Application for Educational Assistance” at least two weeks prior to the beginning of classes along with the student schedule and fee receipt showing the amount of tuition paid. This form will be completed and sent through the supervisor to the Department Director who will indicate approval or disapproval. If approved by the Department Director, this form will be forwarded to the Employee Relations Office for final approval or disapproval. The original application for Educational Assistance will be maintained in the Employee Relations Office and signed copies will be returned for the Department Director and the Employee.

Section 4. After completion of the approved course(s), and the employee submits a transcript indicating successful completion with final grade(s) of “C” or better or a certificate of satisfactory completion, the employee will be reimbursed according to the approved “Application for Educational Assistance.”

General Provisions:

- (a) Tuition and fees are the only costs eligible for reimbursement. The cost of books and supplies are not eligible.
- (b) The employee will be required to reimburse the City for course tuition received if the employee leaves the employment of the City within one year from the time the employee receives reimbursement from the City.
- (c) If an employee resigns or terminates for any reason prior to receiving a refund, there shall be no obligation on the part of the City to refund any part of this expense.
- (d) The City will not pay the cost of tuition, which has been or will be paid for by sources such as grants, scholarships, or other subsidies.

(e) Whenever training is required by the City, all tuition costs will be paid by the City.

(f) Under arrangements reviewed by the Employee Relations Office, Lakeland Electric Administration may allow time off with pay for employees to attend area colleges under the following conditions:

- (1) Courses are job related. This will be determined by Lakeland Electric Administration and the Employee Relations Office.
- (2) The employee can be spared from the job.
- (3) Courses are not available during off-duty hours.
- (4) No overtime is caused by the employee's absence.
- (5) No more than eight (8) hours per week are involved.
- (6) Any time off with pay must be made up by the employee during the regular workweek at times agreed by the Department Director or designee.
- (7) An employee desiring time off with pay for educational purposes must request and justify such time off in writing and obtain prior written approval from his/her supervisor, Department Director, and the Employee Relations Office.

ARTICLE 26. LICENSE & ENDORSEMENT FEES

The City will pay the normal fees for licenses and endorsements obtained and maintained by employees covered by the Agreement for use in the performance of City business. These include:

1. CDL*
2. CDL Air Brake Endorsement *
3. CDL Tanker Endorsement *

4. CDL Hazmat Endorsement
5. FL Fire Extinguisher Permit
6. DOT Hazmat Fire Exiting
7. NICET II Sprinkler Inspector Certification
8. NICET II Recertification
9. Polk County Electrician Certification of Competency Application Test *
10. Polk County Electrician Certification of Competency Renewal *
11. 6G Welder Certification
12. Visible Emissions Class
13. Visible Emissions Field Test
14. Florida DOE Lineman Certification

Note: * denotes currently being paid by employee

ARTICLE 27. APPRENTICESHIP PROGRAMS

Section 1. Where Apprenticeship Programs are established in the City (current or future) in any classification in the bargaining unit, the pay plan for these Apprenticeship Training Programs will be set forth in Exhibit A of this agreement.

Section 2. Transfers/Appointments into the apprenticeship program may normally be made at step 1.

Section 3. Advancement from the entrance rate (step one) to the maximum rate shall be by successive steps. The City may apply this provision to "Trainee" classifications also.

Section 4. Trades included in this Article are listed below, the recommended duration of their respective programs, Journeyman requirements, and the proposed start dates of the programs are as follows:

1. Lineman Apprentice — 4 year program, Journeyman status upon certification through Lakeland Electric training program, apprenticeship class commences upon ratification of Agreement.

2. MCO (Multi-craft Operator) — duration of program varies, MCO status obtained after Apprentice successfully passes module tests, apprenticeship class commences upon ratification of Agreement.

3. Electrician Apprentice — typically a 4-6 year program, Journeyman status upon completion of time on job and skills assessment, apprenticeship class commences within 6 months of ratification of Agreement.

4. Electronics/Relay Apprentice - typically a 4-6 year program, Journeyman status upon completion of time on job and skills assessment, apprenticeship class commences within 6 months of ratification of Agreement.

ARTICLE 28. MARKET BASED LINEMAN APPRENTICE TRAINING PROGRAM

This proposal addresses both market competitive concerns for the Lineman Apprentice position and the desire to maintain a safe and productive work environment through a formalized Lineman Apprentice program. As a formal Lineman Apprentice training program is already in existence and operating at Lakeland Electric, this program is an enhancement that more specifically addresses the pay for progress within that training program.

The goal is for Lakeland Electric to have an effective program that addresses the need to provide continuous training to prepare employees to progress to the Journeyman level of Lineman 1st class while also providing working support for the T&D system construction, maintenance, and operational requirements. The program is a major component to address staffing needs with the aging workforce, retirements and other attrition and serves to enhance career paths that will promote employee retention.

The program will comply with the approved *Standards of Apprenticeship for Lakeland Electric* document registered by the Apprenticeship Section of the Florida Department of Education Division of Workforce Development (Appendix A) to provide for the State certification of Lineman Apprentices successfully completing the training. The Apprenticeship Committee as defined in the document oversees the program but will be revised to include one member appointed by UWUA Local 604.

Program Needs and Candidate Selection.

Openings for the Lineman Apprentice positions will be posted through the City of Lakeland Civil Service Department as needs are determined by Management and applicants shall be selected by the Apprenticeship Committee through the process provided for in the *Standards of Apprenticeship*.

All existing and new Apprentices are required to be enrolled into the program. Pay upon entry into the program shall normally be at the minimum rate of the existing Lineman Apprentice pay range at the time of entry. If a candidate with documented previous related experience can demonstrate an advanced knowledge and skill level of the subject areas within the program, the Apprenticeship Committee can recommend an advanced pay level for Management approval commensurate with the wage rate to which the credit advances them. No more than 50% of the program length will be granted for previous experience unless the apprentice is transferring from another registered Lineman Apprenticeship program.

Training and Pay Progression.

The term of apprenticeship shall be a minimum of 8,000 hours or approximately 48 months of continuous on-the-job employment. Training requirements will be assigned in six months intervals and employee progress shall be evaluated at the end of each interval through a formal

Performance Review provided by the Performance Review Committee while they remain in the program. Apprentices that successfully complete their scheduled training requirements will receive up to a 5% merit increase based on their Performance Review, subject to the annual maximum pay rate for the Lineman Apprentice Classification.

A representative list of knowledge and skills expected for each year is shown in the Instruction Outline of the *Standards of Apprenticeship*. Apprentices would be expected to complete one half of the annual training expectation for the respective year over each six month interval.

Apprentices that complete the program will have the opportunity to test for Lineman 1st Class and will be promoted with a passing evaluation.

Program Responsibilities

A. **Participating Apprentice:**

Complete the assigned training objective within the allocated time.

Monitor their own progress to ensure completion of the needed training objectives.

Coordinate with the program administrator to ensure all objectives are met.

B. **Program Administrator (Manager of Delivery Operations):**

Coordinate, develop and administer all associated Market Based Lineman Apprentice Training Program objectives.

Document all the activities of the program.

Coordinate with all involved parties to schedule and administer training as needed to meet all the training objectives of the program.

C. **T&D Supervisors:**

Provide opportunities for training.

Monitor progression for satisfactory completion of objectives and provide periodic feedback for corrective action as necessary.

Perform Performance Reviews and maintain documentation of satisfactory completion of objectives.

D. **Lead T&D Linepersons:**

Ensure proficiency of skills is obtained in the field.

Provide documentation of field activities to T&D Supervisor.

E. **Performance Review Committee:**

Evaluate program effectiveness and participant progression as needed.

Make recommendations for improvement of the program as needed.

Review and provide directives for program as needed. Search for and review new training modules

The Review Committee shall be comprised of the following:

One (1) Program Administrator

One (1) T&D Supervisor

One (1) Senior Lineman Trainer

ARTICLE 29. JOB CLASSIFICATION

Section 1. A Classification has been established for each group of positions in which the degree of similarity in the duties and responsibilities warrant common treatment in the selection, appointment, compensation and other employment processes. Specifications for each classification include a class title, a description of the nature of work, examples of work which are illustrative of the duties of position(s) allocated to the class, requirements of work in terms of

knowledge, skills and abilities necessary for performance of the work, and a statement of the minimum qualifications for recruitment in to the class.

Section 2. Each classification has been assigned an appropriate pay range. Established classes and pay ranges shall be listed in the City Pay Plan. Changes in job duties and/or wage rates may occur upon job reassignment:

Section 3. Nothing in this Agreement shall prohibit the City from introducing new technology, equipment or methods in an existing job description, or preclude the City from establishing an entirely new job description, and establish the initial wage rates.

Section 4. The parties acknowledge the importance of maintaining a competitive wage structure. In the event the City finds that rates should change the City will notify the Union of such changes no later than the effective date of such changes. The Union has the right in such cases to negotiate and grieve cases wherein the rates decrease for a class or classification and in cases where existing class or classification are changed/altered/amended and the Union believes the rate of pay for the changed/altered/amended duties in a class or classification is not appropriate.³

ARTICLE 30. SENIORITY

Section 1. Seniority as used herein is defined as the continuous length of service employees have either with their City bargaining unit, or with their “occupational group.” The seniority status of each active employee shall be as shown on seniority lists posted on City bulletin boards within the months of January and July. Such lists will be furnished electronically to the Local Union President as soon as practicable after the date of posting.

³ However, Management’s rate determination shall be presumed to be appropriate and may be overturned based only on a showing by a preponderance of the evidence that the rating or evaluation is in bad faith and established arbitrarily and capriciously.

Section 2. The term “bargaining unit” is defined as the bargaining unit recognized in this Agreement.

Section 3. The term “occupational group” is defined herein as all employees who are engaged in similar occupations (see attached list).

Section 4. All new employees will be considered probationary until they accumulate 12 months of continuous service and the City shall have the exclusive right to transfer or discharge them at any time during this period of probationary services. Upon completion of six (6) months of continuous service employees will be added to the seniority list of the occupational group to which they are assigned. When two or more employees are hired on the same day and have equal seniority in the occupational group to which they are assigned, the seniority of each shall be determined by the last four digits of the employee’s Social Security number, with the highest number prevailing.

Section 5. Seniority will accumulate for an employee as long as they are assigned to active duty. If an employee transfers to another occupational group, their occupational group seniority shall start over, however their bargaining unit seniority will continue to accumulate.

Section 6. When an employee is temporarily transferred to another occupational group their seniority will continue to accumulate in their regular occupational group.

Section 7. In cases where employees are unable to report to their occupational group for up to thirty (30) days, their seniority will continue to accumulate. In cases where employees are unable to report to their occupational group for periods longer than 30 days, their seniority will be suspended as of their last day worked, unless applicable law requires otherwise.

LAKELAND ELECTRIC OCCUPATIONAL GROUPS

Production Division

- Chemical Laboratory
- Engineering – Marketability
- Engineering – O & M Engineering
- Engineering Production Construction Group
- Multicraft Operations
- Production – Maintenance – Fire Team
- Production – Maintenance – Instrument & Control
- Production – Maintenance - Mechanical
- Production - Maintenance – Welders
- Production – Maintenance – Electrical
- Production Operations – McIntosh
- Warehouse
- Work Force Management

Delivery Division

- Apparatus Shop
- Energy Management System Shop
- Line Crews
- Meter Shop
- Relay Shop
- Reliability Crews
- Substation Crews
- Substation Support
- T & D Support
- Underground Electricians

Technical Support Division

- Fuels & WE – Fuel Procurement

Customer Service

- Field Services – Meter Reading
- Field Services – Meter Service
- Field Services – Revenue Protection

General Service

- Technical Training

ARTICLE 31. PROMOTIONS

Section 1. Promotions within an occupational group covered by this Agreement shall be based on employee's skills and qualifications as they relate to the requirements of the hiring authority. Objective⁴ skills and qualifications will be established by the City for each position. When two or more employees objective skills and qualifications are relatively equal, the employee with the most occupational group seniority will be offered the promotion.

Section 2. An employee promoted in accordance with the provisions listed above, may request to return to his/her former position at any time during a six (6) month probationary period. An employee shall be allowed to return to their former position as soon as practicable, provided a vacancy exists for the former position in the affected occupational groups. The employees pay in such circumstances will correspond to the employees pay at the time of the promotion, adjusted to current rate.

Section 3. The City may make temporary promotions both within and across occupational groups if the need occurs. If a temporary promotion is posted (which is not a requirement unless the temporary position is expected to last longer than 6 months at the time the vacancy first occurs) and two or more qualified employees apply for temporary promotions across occupational groups and their objective skills and qualifications are relatively equal, the employee with the most bargaining unit seniority will be offered the temporary promotion. If the position is determined to be a regular position it shall be posted using the established procedure.

⁴ The parties acknowledge that some subjectivity almost always enters into the application of an otherwise "objective" classification or rating system, and that the City's evaluation will be upheld unless it is shown by a preponderance of the evidence that the rating or evaluation is in bad faith and established arbitrarily and capriciously.

ARTICLE 32. TRANSFERS

Section 1. Transfers are defined as a lateral move in the same pay grade. Employees who wish to transfer may apply for said position should they meet the qualifications. If the employee transfers to a like position or a position they have held before they may do so without having to serve a probationary period. If an employee wishes to transfer to a position that they have not had prior experience in they may do so if the department agrees but will have to serve a six month probationary period. In any instance where the City finds the need to transfer an employee either for reasons involving physical incapacity or to better serve the needs of its customers it may do so at its discretion. Such employees will not be subject to the probationary rules but may be placed elsewhere either in their old job if feasible or in a new position commensurate with their skills and abilities.

a. Except as provided in Subsection (c), when the City fills a newly created job or vacancy, notice of such job openings in the city are posted on Fridays of each week and can be found on the City's intranet under Civil Service. All employees are encouraged to view this site at any time to determine if they wish to apply for any job opening. Job openings will be posted of a period determined by the hiring authority. The determination of how the job is to be posted either internally or externally will be the determination of the hiring authority in conjunction with Department of Human Resource's, except all job openings covered by this agreement will be posted internally before they are posted externally.

b. A newly created job or vacancy will be filled according to the provisions of Subsection d from eligible applicants.

c. A newly created job or vacancy need not be posted:

(1) If a vacancy is to be filled in accordance with Article 10, Section 4 (Layoff Procedure)

d. The City will whenever possible fill such job from present employees, giving consideration to qualifications for the job, **any requisite testing or other selection criteria** and length of bargaining unit **seniority**. If two or more employees have equal qualifications the employee with the most bargaining unit continuous service will be offered the transfer.

e. The City will not consider a request for transfer from an employee who has not submitted his/her request for transfer in writing to the City. If two or more openings are filled on the basis of the same posting, the employees selected will be deemed to have transferred, for seniority purposes, in descending order of bargaining unit seniority without regard to the actual date that they begin work in their new occupational group.

Section 2. In the event an employee chooses not too accept a transfer **and administration agrees**, as above provided, it shall have no effect upon his/her future opportunities for transfer. Likewise, should an employee be transferred and he/she proves incapable of holding such position or requests to return to his/her former position or similar position within six months following such transfer, he/she shall be allowed to return to his/her former position without any other prejudice or other loss of any rights or privileges. For purposes of computing the six month period, the date of such transfer shall be the first regular daily work period he/she is scheduled to work in his/her new occupational group.

ARTICLE 33. MEAL ALLOWANCE

Section 1. Meals may be provided to employees when working overtime hours during emergencies, thereby causing a hardship in obtaining a meal, as determined by the highest supervisor on scene. Supervisors are authorized to provide meals for employees during such

declared emergencies when employees cannot be released from the job site and the work is expected to continue through a time period when a reasonable person would be expected to require a meal.

Section 2. The following conditions must be met in order for meals to be provided.

(a) The work has not been pre-arranged (Pre-arranged shall be defined as 8 or more hours notice prior to reporting to the workplace), and

(b) Employees have worked 3 or more hours during the emergency, and /or every 6 hours thereafter.

Section 3. When the above criteria are met, supervisors may obtain meals for their employees, or allow for the employee to be reimbursed, use a ration card or visit a restaurant than honors sign and dine. The ration card, sign and dine or reimbursement shall not exceed **\$12.00** per employee. NO payments for reimbursement shall be made without proof of meal purchase.

ARTICLE 34. SAFETY PRESCRIPTION EYEWEAR REIMBURSEMENT

The City of Lakeland will pay the actual cost of industrial safety prescription eyewear, up to \$100.00 annually, for those employees required by their department to regularly wear safety eye protection on the job. The protective prescription eyewear must be purchased through a vendor approved by the Office of Risk Management. If the cost of the safety prescription eyewear exceeds \$100.00, the employee, through payroll deduction, shall pay the balance. The employee is responsible for any additional costs, such as examination and fitting fees associated with the prescription eyeglasses.

The City shall purchase only one pair (clear or colored) of prescription eyewear per employee on an annual basis. If an employee's safety prescription glasses are broken or damaged

as a result of an industrial accident, through no fault of the employee, the City will repair or replace them. If the glasses are damaged through fault of the employee or off the job, the City will not be responsible for repair or replacement. If an employee requires new glasses because of changes in the vision, the City will participate monetarily to the same extent as the initial issue. This includes special cases such as the purchase of optical inserts for SCBA'S.

ARTICLE 35. SAFETY SHOES/FOOTWEAR

The city shall purchase on (1) pair of appropriate safety shoes per year as selected by the Department for employees in the attached bargaining classifications.

DEPT ID	Workgroup	TITLE	1 Pair Safety Shoes
	CUSTOMER SERVICE		
2071530000	Field Services - Revenue Protection	Energy Diversion Investigator	YES
2071520000	Field Services - Meter Reading	Meter Reader	YES
2071510000	Field Services - Meter Service	Meter Service Worker	YES
	PRODUCTION		
2011224100	Production Operations - McIntosh-Power Island	Control Center Operator	YES
2011520000	Engineering - O & M Engineering	Instrument And Control Spec	YES
2011263000	Production - Maintenance - Instrument & Control	Instrument And Control Spec	YES
2011263000	Production - Maintenance - Instrument & Control	Instrument And Control Tech I	YES
2011263000	Production - Maintenance - Instrument & Control	Instrument And Control Tech II	YES
2011270000	Production - Warehouse	Inventory Control Specialist	YES
2011550000	Work Force Management	Maintenance Coordinator	YES
2011240000	Multicraft Operations	Multicraft Operator	YES
2011240000	Multicraft Operations	Multicraft Operator Apprentice I	YES
2011240000	Multicraft Operations	Multicraft Operator Apprentice II	YES
2011240000	Multicraft Operations	Multicraft Operator Apprentice III	YES
2011270000	Production - Warehouse	Operations Support Tech I	YES
2011224400	Production Operations - McIntosh - Auxiliary Operations	Operations Support Tech II	YES
2011224400	Production Operations - McIntosh - Auxiliary Operations	Operations Support Tech III	YES
2011224100	Production Operations - McIntosh-Power Island	Plant Helper	YES
2011240000	Multicraft Operations	Plant Helper	YES
2011281000	Production - Chemical Process - Water Operations	Plant Helper	YES
2011261000	Production - Maintenance - Mechanical	Plant Mechanic I	YES
2011261000	Production - Maintenance - Mechanical	Plant Mechanic II	YES
2011264000	Production - Maintenance - Welders	Plant Welder I	YES
2011264000	Production - Maintenance - Welders	Plant Welder II	YES
		Power Plant Operator I	YES
2011224100	Production Operations - McIntosh-Power Island	Power Plant Operator II	YES
2011281000	Production - Chemical Process - Water Operations	Power Plant Operator II	YES
2011281000	Production - Chemical Process - Water Operations	Power Plant Operator III	YES
2011224100	Production Operations - McIntosh-Power Island	Power Plant Operator III	YES

DEPT ID	Workgroup	TITLE	1 Pair Safety Shoes
2011224400	Production Operations - McIntosh - Auxiliary Operations	Power Plant Operator III	YES
2011224100	Production Operations - McIntosh-Power Island	Power Plant Operator III	YES
2011282000	Production - Chemical Process - Lab	Power Plant Technician	YES
2011210000	Production - Administration	Power Production Foreman	YES
2011550000	Work Force Management	Power Production Foreman	YES
2011224100	Production Operations - McIntosh-Power Island	Power Production Foreman	YES
2011263000	Production - Maintenance - Instrument & Control	Power Production Foreman	YES
2011261000	Production - Maintenance - Mechanical	Power Production Foreman	YES
2011281000	Production - Chemical Process - Water Operations	Power Production Foreman	YES
2011264000	Production - Maintenance - Welders	Power Production Foreman	YES
2011224400	Production Operations - McIntosh - Auxiliary Operations	Power Production Foreman	YES
2011262000	Production - Maintenance- Electrical	Power Production Foreman	YES
2011580000	Engineering Production Construction Group	Power Production Foreman	YES
		Project Safety Management	YES
2011266000	Production - Maintenance - Fire Team	Foreman Protective Equip Spec	YES
2011266000	Production - Maintenance - Fire Team	Protective Equipment Spec I	YES
2011262000	Production - Maintenance- Electrical	Station Electrician	YES
2011262000	Production - Maintenance- Electrical	Protective Equipment Spec I	YES
		Station Electrician Apprentice	YES
2011270000	Production - Warehouse	Warehouse Operations Tech I	YES
2011270000	Production - Warehouse	Warehouse Operations Tech II	YES
2011266000	Production - Maintenance - Fire Team	Protective Equipment Spec I	YES
		DELIVERY	
2017660000	Apparatus Shop	Apparatus Repairer 1st Class	YES
2017660000	Apparatus Shop	Apparatus Repairer Foreman	YES
2017320000	Delivery - Operations - UG Crews	Electrician-1st Class	YES
2017610000	Substation Maintenance	Electrician 1st Class	YES
2017610000	Substation Maintenance	Electrician Apprentice	YES
2017610000	Substation Maintenance	Electrician Foreman	YES
2017320000	Delivery - Operations - UG Crews	Electrician Foreman	YES
2017620000	Relay Shop	Electronics/Relay Apprentice	YES

DEPT ID	Workgroup	TITLE	1 Pair Safety Shoes
		Electronics/Relay Tech	YES
2017670000	Substation Construction	Industrial Coatings Specialist	YES
2017310000	Delivery - Operations - OH Crews	Lead Trans/Distrib Lineperson	YES
2017320000	Delivery - Operations - UG Crews	Lead Trans/Distrib Lineperson	YES
2017340000	Delivery - Operations - OH Contractors	Lead Trans/Distrib Lineperson	YES
2017330000	Delivery - Operations - Service / Light Crews	Lead Trans/Distrib Lineperson	YES
2017330000	Delivery - Operations - Service / Light Crews	Lineman 1st Class	YES
2017340000	Delivery - Operations - OH Contractors	Lineman 1st Class	YES
2017310000	Delivery - Operations - OH Crews	Lineman 1st Class	YES
2017320000	Delivery - Operations - UG Crews	Lineman 1st Class	YES
2017350000	Delivery - Operations - Traffic Control	Lineman 1st Class	YES
2017330000	Delivery - Operations - Service / Light Crews	Lineman Apprentice	YES
2017340000	Delivery - Operations - OH Contractors	Lineman Apprentice	YES
2017320000	Delivery - Operations - UG Crews	Lineman Apprentice	YES
2017310000	Delivery - Operations - OH Crews	Lineman Apprentice	YES
2017350000	Delivery - Operations - Traffic Control	Materials Reclaimer I	YES
2017350000	Delivery - Operations - Traffic Control	Materials Reclaimer II	YES
2017650000	Meter Shop	Meter Technician I	YES
2017650000	Meter Shop	Meter Technician II	YES
2017650000	Meter Shop	Meter Technician III	YES
2017670000	Substation Construction	Operations Support Tech I	YES
2017670001	Substation Construction	Operations Support Tech II	YES
2017670002	Substation Construction	Operations Support Tech III	YES
2017620000	Relay Shop	Protective Relay Technician	YES
2017410000	Delivery - System Control - EMS Group	SCADA/EMS Technician	YES
2017310000	Delivery - Operations - OH Crews	Special Equipment Operator	YES
2017340000	Delivery - Operations - OH Contractors	Special Equipment Operator	YES
2017350000	Delivery - Operations - Traffic Control	Traffic Control Foreman	YES
2017350000	Delivery - Operations - Traffic Control	Traffic Control Technician	YES
2017430000	System Reliability	Troubleman	YES
2017350000	Delivery - Operations - Traffic Control	Utility Line Inspector	YES

DEPT ID	Workgroup	TITLE	1 Pair Safety Shoes
2017350000	Delivery - Operations - Traffic Control	Utility Line Inspector	YES
2031430000	Fuels & WE - Fuel Procurement	Power Production Foreman	YES
2081710000	Safety & Training Manager	Lineman Trainer	YES

ARTICLE 36. HEALTH BENEFITS

The City makes available group health insurance for all regular full-time employees. Employees desiring coverage for themselves, their spouses and/or dependent children may purchase it through payroll deduction.

Effective January 1, 2003, any employee who wishes to have his/her spouse and/or dependent(s) insured on the City of Lakeland's Health Insurance Plan prior to retirement, will be required to have them on the plan one year prior to retirement. Details of the basic hospital, physician, major medical and other benefits are provided in the summary plan description. Retired employees not eligible for Social Security benefits as a result of their length of service with the City, the City will pay 50% of the cost of Medicare Part A.

Employees with questions or problems concerning health insurance should contact the Risk Management Office.

Section 1. Health Plan and Premiums. Summary of changes to the City of Lakeland Health Plan premiums:

Effective January 1, 2009 or date of ratification, if later:

A. Premiums for Health Plan Deductibles A and C have been recalculated to reflect actual claims experience.

B. Effective January 1, 2009 a fifty percent reduction in the current non-tobacco user premium incentive will be implemented. This change equates to up to a \$10.00 per month premium incentive reduction. Effective January 1, 2010 the non-tobacco user premium will be eliminated in its entirety.

C. Health Plan Deductible B (\$500 single/\$1000 cumulative per family) will be eliminated.

D. The health Insurance premiums are as follows:

Active Bi-Weekly Premiums Employee and Employer				
With 50% Reduction Non-Tobacco Incentive Program Based On 26 Pay Periods				
		Effective 01/01/2009 Employee Bi-Weekly Premiums	Effective 01/01/2009 Employer Bi-Weekly Premiums	Total 2009 Bi-Weekly Premiums
Plan	Coverage			
A	Employee Only	\$37.68	\$131.94	\$169.62
	Family	\$173.22	\$244.24	\$417.46
	Reduced Spouse	\$37.68	\$131.94	\$169.62
	Reduced Primary Spouse	\$37.68	\$244.24	\$281.92
C	Employee Only	\$4.97	\$138.89	\$143.86
	Family	\$94.80	\$234.70	\$329.50
	Reduced Spouse	\$4.97	\$138.89	\$143.86
	Reduced Primary Spouse	\$4.97	\$234.70	\$239.67
Note: Plan B Eliminated Effective January 1, 2009				

Active Bi-Weekly Premiums Employee and Employer				
With Out Non-Tobacco Incentive Program Based On 26 Pay Periods				
Plan	Coverage	Effective 01/01/2009 Employee Bi-Weekly Premiums	Effective 01/01/2009 Employer Bi-Weekly Premiums	Total 2009 Bi-Weekly Premiums
A	Employee Only	\$42.30	\$131.94	\$174.24
	Family	\$177.84	\$244.24	\$422.08
	Reduced Spouse	\$42.30	\$131.94	\$174.24
	Reduced Primary Spouse	\$42.30	\$244.24	\$286.54
C		\$9.59	\$138.89	\$148.48
	Family	\$99.42	\$234.70	\$334.11
	Reduced Spouse	\$9.59	\$138.89	\$148.48
	Reduced Primary Spouse	\$9.59	\$234.70	\$244.29
Note: Plan B Eliminated Effective January 1, 2009				

The premiums effective January 1, 2010 and January 1, 2011 will increase no more than 12% each year. The City will maintain the same cost sharing percentage as is exhibited in the January 1, 2009 rate for both January 2010 and January 2011.

E. Prescription Program:

As part of the health insurance program the City also provides a pharmacy benefit through the prescription drug program. The prescription co-pays for 2009, 2010, and 2011 are as follows:

	Co-Payments 2009	Co-Payments 2010	Co-Payments 2011
Generic	\$10.00	\$12.50	\$12.50
Preferred	\$25.00	\$31.25	\$31.25
Non Formulary	\$50.00	\$62.50	\$62.50

Section 2. Dental and Vision Plan Premiums

The City makes available three (3) value oriented dental coverage options and a vision benefit option to regular full-time employees through CompBenefits. These benefits are one hundred percent (100%) funded by the employee and are not subsidized by the City. The City will solicit bids from different providers no more than every three (3) years in an effort to obtain the best rate for its employees.

A. Dental Premiums

Employee Dental premiums are scheduled to remain the same effective January 2009 and January 2010 and are as follows:

Dental Choices	Monthly Premiums 2009 & 2010
Choice I - DHMO	
Employee Only	\$10.26
Employee Plus One	\$19.42
Employee Plus Two or more	\$26.00
Choice II - Elite 620 MID PPO	
Employee Only	\$20.38
Employee Plus One	\$35.98
Employee Plus Two or more	\$56.04

Choice III - Elite 620 PPO	
Employee Only	\$25.34
Employee Plus One	\$44.72
Employee Plus Two or more	\$69.66

It is anticipated premiums will increase up to 15% for January 2011. The City will solicit bids from different providers; however any increase in premiums will be the responsibility of the employee to continue coverage.

B. Vision Premiums

Employee Vision Care premiums are scheduled to remain the same for January 2009 and January 2010 and are as follows:

Vision Insurance

Employee Only	\$5.98
Employee plus one	\$12.14
Employee plus two or more	\$24.62

It is anticipated premiums will increase up to 15% for January 2011. The City will solicit bids from different providers; however any increase in premiums will be the responsibility of the employee to continue coverage.

Section C. Flexible Spending Accounts for Active Employees:

January 2009 Flexible Spending Accounts will be \$4.16/month. Effective January 1, 2010 the administration fee will be \$4.37/month. Effective January 1, 2011 the administration fee will be \$4.59/month.

ARTICLE 37. PENSION

Effective on the date of ratification of this contract, the City's contribution to the General Pension Plan will increase from 14.89% to 15.39% of pensionable wages, while the employee's contribution will increase from 8.0% to 8.5%. Thereafter, the contribution rates for the defined benefit pension plan will be determined as follows:

The Board of Trustees of the City of Lakeland Employee Pension Plan (the Plan) shall make arrangements to conduct an actuarial valuation of the plan at least once every year by person, firm or corporation, one of whose officers shall be an enrolled actuary who is enrolled under Subtitle C of Title III of the Employee Retirement Income Security Act of 1974 and who is a member of the Society of Actuaries or the American Academy of Actuaries. Such annual report shall value the assets and liabilities of the Plan as of October 1 of each year and shall establish the annual funding requirement of the plan for plan years starting October 1 of the following calendar year. Such report must be submitted to the city and the state, in accordance with Chapter 112, Part VII, Florida Statutes.

Effective October 1 of the year following the preparation of the actuarial report as required above, the board shall adjust the contribution amount payable into the fund as required to maintain actuarial soundness based upon an annual study by a qualified actuary and approved by the board and the city commission. The contribution amount,

stated as a percentage of pensionable compensation, contributed by the City shall not be less than one hundred eighty (180) percent of the contributions amount, stated as a percentage of pensionable compensation, made by the employees. Any decreases in the employer and employee contribution levels shall likewise apply on a 1.8 to 1.0 ratio.

ARTICLE 38. RETIREE MEDICAL BENEFITS POLICY

(This Article does not apply by contract to current retirees or employees who retire before the effective date of this Article. Rather, it only applies to current employees who retire on or after the effective date of this Article upon ratification or impasse resolution.)

The CITY OF LAKELAND, FLORIDA (“City”) has established this policy to assist retirees with medical insurance and medical expenses. The funding policy, eligibility criteria, and form of benefits adopted for various classes of participants is as follows:

1. Funding Policy

1.1. All fulltime regular employees (other than those participating in DROP) will contribute .5% of salary into the program on a pre-tax basis.

1.1.1. For employees whose benefits are defined in section 3.4 this contribution will be deposited into a Retiree Healthcare Trust Fund established and managed directly by the City.

1.1.2. For employees whose benefits are defined in section 3.5 this contribution will be deposited into the self directed Retirement Health Savings Account (RHS) created in conjunction with that section.

1.2. The City will contribute 1.50 percent of salary into the Retiree Healthcare Trust Fund established and managed directly by the City.

2. Participation and Eligibility

2.1. Participation in the program is mandatory for all full-time, regular employees of the City, subject to ratification of the funding policy, eligibility criteria, and form of benefits by individual collective bargaining units as necessary.

2.2. All persons, including Eligible Dependents of a deceased City employee, who receive a benefit paid from a retirement program funded in part by the City are eligible for benefits payable in conjunction with this policy.

2.2.1. The term “Eligible Dependents” has the same meaning as in the City’s tax qualified retirement plan for general employees.

3. Form of Benefits

3.1. All persons identified in section 2.2 shall be eligible to purchase health insurance from the City at prices and coverage levels that are identical to those offered to active employees of the City, to the extent required by law or permitted under the applicable insurance policy.

3.2. The dollar value of benefits provided to persons who’ve met the eligibility criteria in section 2.2 as of October 1, 2008 currently takes the form of a benefit stated as a percentage of the prevailing health insurance premium charged by the City to those retired employees or qualified surviving dependants who have elected to purchase health insurance directly from the City.

3.2.1. The actual benefit percentage awarded to each person as of October 1, 2008 shall remain unchanged thru December 31, 2009.

3.2.2. Effective on January 1, 2010 the stated percentage will be reduced by 50 percent.

3.2.3. Effective January 1, 2011 that benefit will cease in its entirety.

3.3. For persons who meet the eligibility criteria in section 2.2 after October 1, 2008 and before December 31, 2010, the benefit stated as a percentage of the health insurance premium charged by the City, shall be based on the following schedule:

3.3.1. For the calendar year ending December 31, 2009

Year of Service upon Retirement	Percentage of Insurance Premium
10-14	15%
15-19	25%
20+	35%

3.3.2. For the calendar year ending December 31, 2010

Year of Service upon Retirement	Percentage of Insurance Premium
10-14	7.5%
15-19	12.5%
20+	17.5%

3.3.3. For all calendar years after December 31, 2010, the subsidy stated as a percentage of the health insurance premium charged by the City shall cease in its entirety.

3.4. Commencing January 1, 2010, all persons identified in section 2.2 who were originally hired into full-time regular status prior to January 1, 2003 will be eligible to receive a monthly benefit equal to \$2.50 per month for each year of service (up to a maximum of \$75 per month). Effective January 1, 2011, this amount will be increased to \$5.00 per month for each year of service (up to a maximum of \$150 per month). This benefit will be paid in addition to any benefit payable as per sections 3.1 and 3.2 above, if any. For purposes of administering this benefit:

- 3.4.1. Years of service performed while an employee is enrolled in DROP will not be considered in determining the amount of this monthly benefit.
 - 3.4.2. Years of Service will be calculated in monthly increments, with one full month credited for any monthly period in which service was provided to the City as a full-time, regular employee.
 - 3.4.3. Employees who separate from service prior to vesting in a retirement plan sponsored by the City will be refunded their payroll contributed (.5%) to the plan.
 - 3.4.4. To the extent the value of any benefit payable per this section plus the value of any benefit payable per sections 3.2 and 3.3 equals or exceeds the cost of health insurance purchased from the City in conjunction with section 3.1, the benefit is non-taxable. Combined benefit amounts in excess of that cost will be considered taxable income.
 - 3.4.5. In the case of qualified surviving dependants of deceased city employees, the employment date and years of service criteria used in this section shall be those of the deceased city employee of whom the individual is a qualified surviving dependent.
- 3.5. All persons identified in section 2.2 who are hired in a fulltime, regular status after January 1, 2003, will be enrolled in a Retiree Health Savings (RHS) account administered by an third party. For purposes of administering this benefit:
- 3.5.1. The employee contribution of .5% of payroll will be deposited directly into the account.
 - 3.5.2. At the end of each calendar year commencing with the year ending December 31, 2009, the City will make an annual determination as to the amount

(if any) that the employer will contribute to these accounts as a discretionary contribution.

3.5.2.1. The source of funding for this discretionary contribution may be the RHS Trust established by the City.

3.5.3. Benefits will be limited to the balance of the RHS accounts immediately upon separation from service with the City, plus earnings.

3.5.4. Amounts on hand in the account can be used to pay the cost of qualified medical expenses on a pre-tax basis, to the extent allowable under the terms and conditions of the RHS Plan.

ARTICLE 39. LIFE INSURANCE

All full-time regular employees, including bargaining unit employees, are provided with Basic Term Life and Accidental Death and Dismemberment Insurance equivalent to one times their annual salary, to a maximum of \$50,000, which is paid for by the City. Coverage for newly hired employees becomes effective the first day of the month following the month of employment.

In addition to the basic coverage provided by the City, Supplemental Life Insurance is available to all full-time regular employees **who have never been refused Supplemental Life Insurance in the past**. This Supplemental Life Insurance can be purchased in multiples of \$10,000 up to \$600,000. However, proof of insurability will be required. Newly hired regular full-time employees will have a one-time opportunity to purchase up to \$300,000 without providing proof of insurability. Employee cost for the Supplemental Life Insurance is \$.22 per thousand/per month. The amount of life insurance to be paid for a claim will be double in the event of accidental death.

When an employee reaches age 70, the amount of Basic Term and Supplemental Life Insurance will be reduced by 50%. Accidental Death and Dismemberment (AD&D) Insurance also reduces by 50% of the amount of AD&D Insurance you had prior to age 70. Employees terminating employment with the City of Lakeland are eligible to convert their Basic Term Life Insurance to individual policies and port any Supplemental Life Insurance coverage.

Details of the life insurance policy are provided in this manual behind the tabbed section labeled "Life Insurance".

Statutory Accidental Death:

In addition to the one time salary not to exceed \$50,000 basic term life coverage, the City of Lakeland also provides, at no cost to all regular full-time employees, a blanket Accident Insurance policy as follows:

- \$57,398.52 will be paid if, while on duty, the employee is accidentally killed or receives accidental bodily injury, which results in loss of life within one year. Suicide or self-inflicted injury is not covered.
- \$57,398.52 will be paid if the employee is accidentally killed or receives a fatal injury on duty while in response to fresh pursuit or an emergency.
- \$172,195.47 will be paid if the employee is unlawfully and intentionally killed or fatally injured while on duty as a result of an unlawful and intentional act.

ARTICLE 40. BENEFITS PAID TO EMPLOYEE'S SURVIVORS

Section 1. If an employee's death results from an injury sustained while on the job or a disease contracted while on the job in accordance with Florida Statute § 440.16, the survivor will be entitled to benefits which will include funeral expenses payable up to \$7,500 and an income payable at 66 2/3% of the employee's average weekly salary not to exceed \$150,000,

disbursed to the spouse until his/her death or remarriage. (A range of dependent relatives are computed at different rates).

Please note that the death of the employee must result within five (5) years of accident.

Section 2. All regular full-time employees, in the bargaining unit, are provided with Basic Term Life and Accidental Death and Dismemberment Insurance equivalent to one times their annual salary, to a maximum of \$50,000 which is paid for by the City. Employees may purchase supplemental life insurance in multiples of \$10,000 up to \$600,000. However, proof of insurability will be required. Newly hired regular full-time employees will have a one-time opportunity to purchase up to \$300,000 without providing proof of insurability. The amount of life insurance to be paid for a claim will be double in the event of accidental death.

Final determination of eligibility for and conditions of payment of these benefits shall always be subject to the applicable insurance policy. Upon request, specific details of the insurance policy will be provided to all participants.

Section 3. In addition to the basic term life coverage, the City of Lakeland will provide, at no cost to all regular full-time employees, a blanket Accident Insurance policy as follows:

- (a) \$57,398.52 will be paid if, while on duty, the employee is accidentally killed or receives accidental bodily injury which results in loss of life within one year. Suicide or self-inflicted injury is not covered.
- (b) \$57,398.52 will be paid if the employee is accidentally killed or received a fatal injury on duty while in response to fresh pursuit or to an emergency.
- (c) \$172,195.47 will be paid if the employee is unlawfully and intentionally killed or fatally injured as a result of an unlawful and intentional act.

The full description of these benefits, eligibility and other terms is in Florida law, which is the final authority on any benefits to be paid; final determination of eligibility for and conditions for payment of these benefits shall always be subject to Florida law and the applicable insurance policy purchased by the City. The total maximum amount payable under this benefit is \$172,195.47.

This insurance is provided at no cost to the employee. Death benefit payments are in addition to any Workers' Compensation or pension benefits and are exempt from creditor claims. However, employee death benefits will be taxed.

Section 4. In the event that a regular full-time employee is killed while acting within the scope of his/her employment and as a result of the following circumstances:

- (a) An act of violence inflicted by another person.
- (b) An assault against the employee under riot conditions or
- (c) A fire caused by an act of arson.

The City shall pay the entire premium or contribution for coverage under the City's health insurance plan for the employee's surviving spouse until remarried, and each dependent child of the employee until the child reaches the age of majority or until the end of the calendar year in which the child reaches the age of 25 if:

- (a) At the time of the officer's or employee's death, the child is dependent upon the officer or employee for support; and
- (b) The surviving child continues to be a dependent for support, or the surviving child is a full-time or part-time student and is dependent for support.

Section 5. Upon death, an eligible survivor of a retired employee is paid an amount equal to one year's pension income of the deceased retired employee. The cost of this benefit is

paid for entirely by the City. Eligible survivors include your lawful spouse, including a legally separated spouse (spouse also refers to your "widow" or "widower"), your unmarried children, from live birth but less than age 22, enrolled as a full-time student in an accredited institution or higher learning other than a correspondence school. Specific details will be provided to all bargaining unit employees upon request.

Section 6. Pension Fund. Should a married employee who has at least 10 years of contributory service die while employed, the surviving spouse may elect to receive a refund of all sums contributed by the employee or to receive a benefit, as described below:

- (a) If the employee had attained age 50, the widow/widower's monthly benefit amount would be 75% of the employee's Retirement Benefit unless the employee had a written request on file stipulating a lesser amount. (No age reduction factors would be used in calculating the surviving spouse's benefit.)
- (b) If the employee was under age 50, then the widow/widower's benefit would be 50 % of the employee's Retirement Benefit. (Again, no age reduction factors would be used in calculating the benefit.)
- (c) A surviving spouse may elect to waive the benefit provided in this section and in lieu thereof receive a refund of all sums contributed by such employee.

Section 7. Should any employee who has less than 10 continuous years of contributions to the plan die while employed by the City, all sums contributed by such employee shall be refunded to his/her designated beneficiary, if any; or if none, to his/her surviving spouse, if any; or if none, to the deceased's estate.

Section 8. If an employee dies, his/her designated beneficiary if any; or if none, to his/her surviving spouse, if any; or if none, to the deceased's estate, will be paid an allowance for

any unused vacation to which he/she was entitled at the time of death, plus 1/12 of the vacation to which he/she was entitled during the calendar year in which he/she dies for each full month which has elapsed during such year.

Section 9. In the event that a regular full-time employee is killed while acting within the scope of his/her employment, his/her designated beneficiary if any; or if none, to his/her surviving spouse, if any; or if none, to the deceased's estate, will be paid an allowance for all the accumulated unused sick leave to which he/she was entitled at the time of his/her death.

ARTICLE 41. HOURS OF WORK AND WORK BREAKS

Section 1. The normal work week for most employees shall be an average of forty (40) hours and normally eight (8), ten (10) or twelve (12) hours per day unless a different workday or workweek schedule is specifically approved by the Department General Manager or designee. The work week commences at 12:01 AM Sunday. Employees may be required to work in excess of their normal workweek. Employees who are in on-call status, must maintain and submit a legitimate telephone number to their supervisor. Failure to comply may result in disciplinary action. The City may adjust work day increments and starting and ending times as City business needs require, consistent with Article 6, Management Rights, Sections 2(h), (i) and (j).

Section 2. Employees will normally be permitted two (2) fifteen (15) minute breaks during the day, the time of which shall be at the discretion of the Department General Manager or designee. Work breaks are to be treated as a privilege and must be arranged so as not to interfere with City business. Unused breaks shall not be accumulated nor shall break time be utilized for early departures or late arrivals during the course of the normal workday.

Section 3. Punctuality is a job requirement and must be strictly enforced. Supervisors should be notified in advance of an employee's inability to arrive at the work place

at the normally scheduled time. Failure to comply or repeated tardiness is grounds for disciplinary action.

Section 4. Meal periods of typically one-half to one hour are scheduled at the discretion of the Department General Manager or designee and are not to be considered as time worked.

ARTICLE 42. NON-STANDARD SHIFT PROVISIONS

Section 1. Stand-By and Call-Out – Due to the need for providing round-the-clock services to the City’s customers, it may be necessary to require employees to be available for work during hours that are not their normally scheduled work hours.

A. **Stand-By** - Employees who are required to be available for work during off-duty time will be considered as being on “standby” during the period of time scheduled by their supervisor. Employees on standby are not required to remain at home but must be available for direct contact by cell phone, pager or other designated phone numbers which the employee must keep updated with the City. Employees are expected to acknowledge the contact within 15 minutes and report for duty within 45 minutes of the initial contact.

1. Employees will be compensated for standby hours at the rate of one hour at 1.5 times the employee’s hourly rate, or two hours at straight time for Sunday’s and Holidays, for every twenty-four (24) hours or fraction thereof. Employees assigned to stand-by shall be given a preference for overtime work assignments.

B. **Call-Out** – Employees subject to call-out will be compensated for a minimum of three (3) hours at 1.5 times the employee’s hourly rate for each call out. All other overtime will be paid in accordance with the Overtime Article.

C. **Travel Time Allowance** – Employees will be paid up to thirty (30) minutes for travel time when responding to a call.

D. **Scheduled Work** – Work that has been scheduled at least forty-eight (48) hours prior to the start of such work and schedule changes made necessary by the absence of an employee with at least eight (8) hours notice will not qualify for “call-out” pay.

E. **Assignment** – Call-out and stand-by assignments will be made by Management according to the expertise and qualifications of the personnel needed for the work to be performed. Where the assignment of the required expertise and qualifications allows for the classifications of Lineman 1st Class, Lineman Apprentice, Electrician 1st Class, Electrician Apprentice, Lead Trans/Distrib Lineperson, Materials Reclaimer, Special Equipment Operator, Traffic Control Technician, Traffic Control Technician, and Utility Line Inspector, a list of eligible employees volunteering for call-out will be maintained and given priority for filling call-out needs prior to calling out others from a work group. Call-out responses will be tracked and reported quarterly; **all personnel in the above classifications are required to have a positive response to at least 1 call-out per 4 month period. All other occupational groups will be called out according to current procedures.**

Section 2. Rest Time - When an employee is required to work sixteen (16) or more consecutive hours, the employee shall be granted an eight (8) hour rest period, upon release from work, regardless of shift. When an employee qualifies for a rest period, the supervisor will release the employee as soon as reasonable and practical. No additional time will be added to the rest period for travel or meals. Rest time is the compensated portion of the rest period according to the following provisions and is compensated as straight time at the employee’s normal rate of pay. In order to be compensated, the employee must be reasonably at rest and available by phone.

A. **Rest Period Extending into Regularly Scheduled Work Day:** If the rest period extends into the next regularly scheduled work period, the employee will be compensated at straight time at the employee's normal rate of pay for the hours that rest time overlaps the regularly scheduled work day. The employee is still assigned to rest during that overlapping time. The employee is expected to report for work at the end of the rest period unless contacted by their supervisor to do otherwise. If the rest period ends one hour or less before the regularly scheduled work period, a supervisor will call the employee at the designated phone number if the employee is to report to work.

B. **Working During Rest Period:** In the event that circumstances require an employee to work during designated rest period hours which extend into the next regularly scheduled work period, those rest time hours actually worked will be paid at the overtime rate.

C. **Rest Period Resulting From Call-Out Less than Sixteen (16) Consecutive Hours:** If an employee works less than sixteen (16) consecutive hours on call out and has not been off duty at least eight (8) consecutive hours during the fifteen (15) hour period immediately preceding the (next) regularly scheduled work period, the employee shall be granted an eight (8) hour rest period upon release from work. All the above stipulations for the rest period apply.

Section 3. Other Non-Standard Shift Provisions

A. **Holiday Premium** – If an employee is required to work on a recognized holiday their rate of pay will be 1.5 times the employee's hourly rate, in addition to pay for the holiday.

ARTICLE 43. PREMIUM PAY

Section 1. If the employee's regular work schedule includes the hours between 6 p.m. and 6 a.m., he/she shall be paid a premium of \$.50 per hour for all hours worked between 6 p.m. and 6 a.m. In addition, if 50% or more of the employee's regular shift is worked between 6 p.m.

and 6 a.m., the employee shall be paid the premium for the entire shift. The premium pay provided in this section shall be paid in addition to overtime rates, if applicable.

Section 2. If the employee's regular work schedule includes the hours between 00:01 on Sunday and 24:00 on Sunday, he/she shall be paid a premium of \$.50 per hour for all hours worked between these time periods.

ARTICLE 44. ALTERNATE RATE OF PAY

Section 1. When an employee is qualified for and temporarily assigned by the City to perform and accept the duties and responsibility for work in a higher classification, he/she shall normally receive a 5% pay differential for assuming those responsibilities. If this differential does not place the employee on a higher pay rate than the employee that the upgraded employee is responsible for, then he/she shall receive a pay differential which shall place him/her at least an approximate 5% over the subordinate employees.

Section 2. The provisions of this Article shall not apply to an employee who is performing the duties of a higher classification for the purpose of training and experience while under the direct supervision of a qualified employee.

Section 3. The most qualified and available employee shall be given first consideration by management for the upgrade assignment. If two or more available people are equally qualified, the most senior person in the occupational group will be given the assignment.

Section 4. Apprentice classifications shall not be eligible for upgraded work.

Section 5. Alternate rates of pay apply after completing 4 hours or more of the standard daily shift.

ARTICLE 45. WAGES

The City agrees to:

Section 1. Pay upon collective bargaining agreement ratification a 3.0% across the board (“ATB”) wage increase to all bargaining unit employees and the maximum wage rates will adjust upward accordingly. In addition, pursuant to the Pay for Performance criteria set forth below a progressive phase in of a merit wage system according to the following schedule payable as set forth in Section 5.

A. 4% maximum merit wage increase being payable to bargaining unit employees having anniversary dates and evaluations between the date of ratification and September 30, 2010. Maximum possible ATB and maximum possible merit pay for each employee in bargaining unit is set forth for fiscal 2010 in Exhibit “A” hereto.

B. 5% maximum merit wage increase being payable to bargaining unit employees having anniversary dates and evaluations between October 1, 2010 and September 30, 2011.

Section 2. During fiscal year 2010 there will be no change in the minimum wage rate payable for each job classification in the bargaining unit. Future minimum and maximum rates will be subject to reopener negotiations as set forth in Section 3, along with the amount of any across the board pay increase for fiscal year 2011 and thereafter.

Section 3. Market Based Proposal - The Parties endeavor to maintain a wage structure that will reward performance excellence, as well as maintain wages that are competitive with the Florida electric utility market. The Wage policy covers fiscal year 2010. Wages and all economic articles shall be reopened by written notice provided by either Party at least 90 days prior to September 30, 2010.

Section 4. Pay for Performance (Merit Wage System) - The Pay Step system will no longer be used. Each employee will continue to receive an annual performance review on

their anniversary date. Employees in apprenticeship classifications will receive performance reviews upon completion of pre-determined criteria consistent with policy established for their classification. After receiving a performance review, increases for all employee classifications not yet at the Pay Range Maximum will occur, but not to exceed the pay range maximum rate, based on individual performance, as follows:

A. Outstanding Performance (7): Job performance far exceeds the requirements of the position resulting in exemplary or benchmark level achievement; the highest level of capability is demonstrated and sustained.

B. Exceeds Expectations (5): Job performance is consistently above and beyond the basic requirements of the position, resulting in a high quality work product and exceptional achievement; a higher level of effort is consistently demonstrated.

C. Standard Performance (3): Job performance meets the basic expectations and standard requirements of the position; work is competently performed.

D. Needs Improvement (1): Job performance does not consistently meet the basic requirements of the position resulting in lower than expected achievement; the need for focused attention and concentrated effort on this area is needed in order to improve.

E. Unacceptable Performance (0): Job performance is inadequate and inferior to the minimum standards of position requiring immediate and serious attention to this area; the need to correct the performance deficiency is urgent and cannot be allowed to continue. Earns no merit pay.

F. An employee's overall average equates with merit pay as follows:

For Fiscal Year 2010:

Score	Increase
6-7	4%
5-5.99	3.5%
4-4.99	3%
3-3.99	2%
0-2.99	0%

For Fiscal Year 2011:

Score	Increase
6-7	5%
5-5.99	4%
4-4.99	3%
3-3.99	2.5%
0-2.99	0%

G. Pay Performance Review (“PPR”) criteria are set forth in Attachment “B” hereto.

Section 5. Payments Above Pay Range Maximum - Employees whose pay rates after full application of the 3% fiscal year 2010 ATB, plus their merit award (if any) which in total remains below or up to the maximum rate will continue those wage increases into fiscal year 2011.

Employees that receive a merit increase that exceeds their pay range maximum rate, either in total or in part will receive a lump sum payout, for that portion of their merit pay increase equal to the percentage applied to base pay for the prior twelve months. Merit lump sum payments will not be included in pension plan eligible wages.

For the 0-4% fiscal 2010 merit and thereafter - any merit earned under the applicable maximum rate is part of base wage on a continuing basis and pensionable. Any merit earned above the applicable maximum rate is paid in one lump sum payment on anniversary date is “non-pensionable.” All merit awards are subject to application of performance matrices (metrics) (Exhibit “B”).

The merit lump sum bonus would be subject to standard tax withholding but would not be credited toward pensionable wages in Fiscal 2010. Retroactive overtime pay, if applicable, would be calculated on the lump sum bonus

Section 6. The City also agrees to the following provisions regarding overtime pay:

A. All employees covered by this agreement shall be eligible for overtime compensation in accordance with this Article.

B. An employee who works more than the number of hours required of their normal scheduled shift is eligible for overtime pay compensation. The pay for the work week shall be the higher of the calculation for working over the scheduled shift or over 40 hours for the week, but there shall be no compounding of overtime pay under this Agreement.

C. Work that has not been scheduled at least 48 hours prior to the start of such work is considered as overtime without regard to the forty (40) hour requirement.

D. All authorized overtime shall be paid at the rate of time and one-half the employee's regular rate of pay.

E. Overtime compensation will not be paid unless overtime work has been authorized by appropriate supervisors. Employees shall work when requested unless excused by their supervisor (or disciplinary action may be taken.)

F. For the purpose of computing overtime, "time worked" shall include all hourly compensation paid to an employee for actual hours worked, including all paid time off, except sick leave or sick leave pool, for employees assigned to an eight or ten- hour shift/40 hour work week. Actual hours only count toward overtime pay calculation for employees assigned to 12 hour shifts. Time spent in training required by management is considered as work time. Travel time to and from work is usually not considered working time.

G. When the City determines the need to have employees work outside their normal work schedule, the City must first attempt to contact all available qualified bargaining unit employees within the occupational group(s)/classification(s) affected, before other City employees outside the bargaining unit perform the duties customarily performed by bargaining unit employees. An exception to the forgoing is that if in the sole discretion of Lakeland Electric management, it is determined that emergency conditions exist, then non-bargaining unit City employees can perform duties customarily performed by bargaining unit employees.

Note: G. Would apply to City of Lakeland employees only.

Section 7. Pay Range Adjustments - Management may adjust any minimum or maximum pay range upward, no more than 10% over the life of this contract, to better align the wage range with the competitive electric utility market.

EXHIBIT A

TITLE	FY 2010		FY 2010		TITLE	FY 2010	
	MINIMUM WAGE	MAXIMUM WAGE	MINIMUM WAGE	MAXIMUM WAGE		MINIMUM WAGE	MAXIMUM WAGE
ENERGY PRODUCTION							
Control Center Operator	\$ 22.11	\$ 34.47	\$ 18.64	\$ 29.07	Apparatus Repairer 1st Class	\$ 18.64	\$ 29.07
Instrument And Control Specialist	22.11	34.47	23.22	36.19	Apparatus Repairer Foreman	23.22	36.19
Instrument And Control Technician I	17.75	27.69	22.11	34.47	Electrician 1st Class	22.11	34.47
Instrument And Control Technician II	20.55	32.05	17.75	27.69	Electrician Apprentice	17.75	27.69
Inventory Control Specialist	16.50	25.73	24.38	38.01	Electrician Foreman	24.38	38.01
Maintenance Coordinator	20.55	32.05	17.75	27.69	Electronics/Relay Apprentice	17.75	27.69
Multicraft Operator	23.22	36.19	13.25	20.66	Industrial Coatings Specialist	13.25	20.66
Multicraft Operator Apprentice III	18.64	29.07	24.38	38.01	Lead Transmission/Distribution Lineperson	24.38	38.01
Multicraft Operator Apprentice II	16.10	25.11	22.11	34.47	Lineman 1st Class	22.11	34.47
Multicraft Operator Apprentice I	13.25	20.66	15.72	24.50	Lineman Apprentice	15.72	24.50
Operations Support Tech I - LE	10.64	16.58	12.01	18.74	Materials Reclaimer	12.01	18.74
Operations Support Tech III - LE	13.25	20.66	14.25	22.22	Materials Reclaimer II	14.25	22.22
Plant Helper	12.01	18.74	16.50	25.73	Meter Technician I	16.50	25.73
Plant Mechanic I	19.57	30.53	18.64	29.07	Meter Technician II	18.64	29.07
Plant Mechanic II	21.57	33.65	22.11	34.47	Meter Technician III	22.11	34.47
Plant Welder I	15.72	24.50	10.64	16.58	Operations Support Tech I	10.64	16.58
Plant Welder II	21.57	33.65	22.11	34.47	Protective Relay Technician	22.11	34.47
Power Plant Operator I	14.97	23.33	22.11	34.47	SCADA/EMS Technician	22.11	34.47
Power Plant Operator II	16.50	25.73	15.72	24.50	Special Equipment Operator	15.72	24.50
Power Plant Operator III	18.64	29.07	12.61	19.67	Traffic Control Foreman	12.61	19.67
Power Plant Technician	18.64	29.07	10.13	15.79	Traffic Control Tech - LE	10.13	15.79
Power Production Foreman	24.38	38.01	23.22	36.19	Troubleman	23.22	36.19
Protective Equipment Specialist I	17.75	27.69	16.50	25.73	Utility Line Inspector	16.50	25.73
Protective Equipment Specialist II	22.11	34.47					
Station Electrician	22.11	34.47					
Warehouse Op Tech I - LE	12.61	19.67	\$ 15.72	\$ 24.50	CUSTOMER SERVICE		
Warehouse Op Tech II - LE	13.25	20.66	12.01	18.74	Energy Diversion Investigator	\$ 15.72	\$ 24.50
			14.97	23.33	Meter Reader	12.01	18.74
					Meter Service Worker	14.97	23.33
GENERAL MANAGER							
Lineman Trainer	\$ 23.22	\$ 36.19					

EXHIBIT B

Production

Position	Objective	Measures	Goal	Possible/Weight	Rating Score	Unacceptable	Needs Improvement	Standard	Exceed Expectation	Outstanding	Employee Actual	DEFINITIONS
Multiercraft Operator	1. Productivity	1.1 # Operator Error	0	25%		2 or more	1	0	0 + no derating	0 + avoid		Errors made while operating unit resulting in a trip or derating of more than 10% of the unit. Deratings and trips that are determined to be non-operator error will not count against the employee.
		1.2 Successful Work orders %	80%	15%		<60%	>60%<80%	80%	81 -90%	>90%		Percentage of finished work orders assigned. Supervision will be able to excuse non-completed work orders for reasons such as being pulled off of the job, etc.
		1.3 Attendance	Personal goal	20%		Over 24 hours unexcused	Any amount of unexcused up to 24 hours	Zero unexcused, 12.0 - 24.0 hours of minor medical in 6 month period OR 10.0 - 19.99 hours of minor medical in 12 month period	6.0 - 11.99 hours of minor medical in 6 month period OR 10.0 - 19.99 hours of minor medical in 12 month period	0.0 - 5.99 hours of minor medical in 6 month period OR 0.0 - 9.99 hours of minor medical in 12 month period		Attendance based on existing Lakeland Electric Sick Leave Policy (excludes FMLA and Funeral Leave)
2. Safety	2.1 Incident	Personal Lost Time Incident	Zero Incidents	20%		>1 LTI and multiple safety violations in the last 12 months	1 LTI in the last 12 months	0	0 LTI + safety involvement within work group	0 LTI + safety involvement within work group and division		A work related injury that causes any loss of time from work beyond the day or shift it occurred and has been deemed by the division designated safety review committee to be preventable by the employee. (A bargaining unit representative to participate in designated committee).
3. Customer Satisfaction	3.1 Supervision review	Supervision review	Use Rating Scale	10%		0 - 1.50	1.51 - 2.99	3.0 - 3.99	4.0 - 5.99	6.0 - 7.0		Supervisor's documented observations including, but not limited to: teamwork, working attitude, communication, organizational skills, punctuality, initiative and expressed LE/COL values.
4. Development	4.1 Individual Development Plan	Individual Development Plan	Meet 90% IDP	10%		≤80%	81 -83%	86-94%	95-99%	100%		Completing or exceeding agreed standard of annual IDP in the last 12 months. Any adjustment to the plan must be communicated to the employee by the supervisor.

Lakeland Electric PPR Criteria

Position	Objective	Measures	Goal	Possible/Weight Rating Score	Unacceptable	Needs Improvement	Standard	Exceed Expectation	Outstanding	Employee Actual	DEFINITIONS
Station Electrician	1. Productivity	Successful Work orders %	90%	20%	<80%	80 - 87%	88 - 91%	92 - 95%	> 95%		Percentage of finished work orders assigned. Supervision will be able to excuse non-completed work orders for reasons such as being pulled off of the job, etc.
			10%	20%	>20%	>10%<20%	at 10%	>5%<10%	<5%		Percentage of assigned work orders +/- 30% of plan duration/budget. Employees will be able to furnish circumstances to supervision that caused deviation from duration and or budget of work order and be excused.
			Personal goal	20%	Over 24 hours unexcused	Any amount of unexcused up to 24 hours	Zero unexcused, 12.0 - 24.0 hours of minor medical in 6 month period OR 20.0 - 40.0 hours of minor medical in 12 month period	6.0 - 11.99 hours of minor medical in 6 month period OR 10.0 - 19.99 hours of minor medical in 12 month period	0.0 - 5.99 hours of minor medical in 6 month period OR 0.0 - 9.99 hours of minor medical in 12 month period		Attendance based on existing Lakeland Electric Sick Leave Policy (excludes FMLA and Funeral Leave)
2. Safety	Personal Lost Time Incident	Zero Incidents	20%	>1 LTI and multiple safety violations in the last 12 months	1 LTI in the last 12 months	0	0 LTI + safety involvement within work group	0 LTI + safety involvement within work group and division			A work related injury that causes any loss of time from work beyond the day or shift it occurred and has been deemed by the division designated safety review committee to be preventable by the employee. (A bargaining unit representative to participate in designated committee)
			10%	0 - 1.50	1.51 - 2.99	3.0 - 3.99	4.0 - 5.99	6.0 - 7.0			Supervisor's documented observations including, but not limited to: team work, working attitude, communication, organizational skills, punctuality, initiative and expressed LE/COL values.
3. Customer Satisfaction	3.1 Supervision review	Use Rating Scale	10%								
4. Development	4.1 Individual Development Plan	Meet 90% IDP	10%				86-94%	95-99%	100%		Completing or exceeding agreed standard of annual IDP in the last 12 months. Any adjustment to the plan must be communicated to the employee by the supervisor.

Lakeland Electric PPR Criteria

Position	Objective	Measures	Goal	Possible Weight	Failing Score	Unacceptable	Needs Improvement	Standard	Exceed Expectation	Outstanding	Employee Actual	DEFINITIONS
Mechanic	1. Productivity	Successful Work orders %	90%	20%	<80%	80 - 87%	88 - 91%	92 - 95%	>95%			Percentage of finished work orders assigned. Supervision will be able to excuse non-completed work orders for reasons such as being pulled off of the job, etc.
	1.2	% of WOs +/- 30%	10%	20%	>20%	>10% <20%	at 10%	>5% <10%	<5%			Percentage of assigned work orders +/- 30% of plan duration/budget. Employees will be able to furnish circumstances to supervision that caused deviation from duration and or budget of work order and be excused.
	1.3	Attendance	Personal goal	20%		Over 24 hours unexcused	Any amount of unexcused up to 24 hours	Zero unexcused, 12.0 - 24.0 hours of minor medical in 6 month period OR 20.0 - 40.0 hours of minor medical in 12 month period	6.0 - 11.99 hours of minor medical in 6 month period OR 10.0 - 19.99 hours of minor medical in 12 month period	0.0 - 5.99 hours of minor medical in 6 month period OR 0.0 - 9.99 hours of minor medical in 12 month period		
2. Safety	Personal Lost Time Incident	Zero Incidents	20%		>1 LTI and multiple safety violations in the last 12 months	1 LTI in the last 12 months	0	0 LTI + safety involvement within work_group	0 LTI + safety involvement within work_group and division			A work related injury that causes any loss of time from work beyond the day or shift it occurred and has been deemed by the division designated safety review committee to be preventable by the employee. (A bargaining unit representative to participate in designated committee).
3. Customer Satisfaction	Supervision review	Use Rating Scale	10%		0 - 1.50	1.51 - 2.99	3.0 - 3.99	4.0 - 5.99	6.0 - 7.0			Supervisor's documented observations including, but not limited to: teamwork, working attitude, communication, organizational skills, punctuality, initiative and expressed LE/COL values.
4. Development	Individual Development Plan	Meet 90% IDP	10%		<80%	81 - 85%	86-94%	95-99%	100%			Completing or exceeding agreed standard of annual IDP in the last 12 months. Any adjustment to the plan must be communicated to the employee by the supervisor.

Lakeland Electric PPR Criteria

Position	Objective	Measures	Goal	Possible/Weight	Rating Score	Unacceptable	Needs Improvement	Standard	Exceed Expectation	Outstanding	Employee Actual	DEFINITIONS
CSI Operator (includes assigned PPO)	1. Productivity	Percentage of On-Spec Gypsum produced	90%	40%	<80%	80 - 89%	90%	Zero unexcused, 12.0 - 24.0 hours of minor medical in 6 month period OR 20.0 - 40.0 hours of minor medical in 12 month period	91 - 95%	>95%	>95%	Percentage of On-Spec gypsum produced. Note: Standard considers historical experience of successfully producing gypsum by-product. Only Off-Spec gypsum caused by action or inaction within the operators area of responsibility will be considered. Supervision will be able to excuse for reasons such as being pulled off of the job, etc.
	1.2 Attendance	Attendance	Personal goal	20%	Over 24 hours unexcused	Any amount of unexcused up to 24 hours	0	6.0 - 11.99 hours of minor medical in 6 month period OR 10.0 - 19.99 hours of minor medical in 12 month period	0 LTI + safety involvement within work group and division	0.0 - 5.99 hours of minor medical in 6 month period OR 0.0 - 9.99 hours of minor medical in 12 month period	Attendance based on existing Lakeland Electric Sick Leave Policy (excludes FMLA and Funeral Leave)	
2. Safety	2.1	Personal Lost Time Incident	Zero Incidents	20%	>1 LTI and multiple safety violations in the last 12 months	1 LTI in the last 12 months	0		0 LTI + safety involvement within work group	0 LTI + safety involvement within work group and division		A work related injury that causes any loss of time from work beyond the day or shift it occurred and has been deemed by the division designated safety review committee to be preventable by the employee. (A bargaining unit representative to participate in designated committee).
3. Customer Satisfaction	3.1	Supervision review	Use Rating Scale	10%	0 - 1.50	1.51 - 2.99	3.0 - 3.99	4.0 - 5.99	6.0 - 7.0			Supervisor's documented observations including, but not limited to: teamwork, working attitude, communication, organizational skills, punctuality, initiative and expressed LE/COL values.
4. Development	4.1	Individual Development Plan	Meet 90% IDP	10%	≤80%	81 - 85%	86-94%	95-99%	100%			Completing or exceeding agreed standard of annual IDP in the last 12 months. Any adjustment to the plan must be communicated to the employee by the supervisor.

Position	Objective	Measures	Goal	Possible/Weight	Significance	Unacceptable	Needs Improvement	Standard	Exceed Expectation	Outstanding	Employee Actual	DEFINITIONS
Water Operator (includes assigned PPO)	1. Productivity	% of time On-Spec Water or Steam Chemistry	90%	40%		<84.99%	85 - 89%	90%	91 - 95%	96 - 100%		Percentage of time water and/or steam chemistry is On spec. Note: Standard considers historical experience of successfully producing water and steam chemistry. Only Off-Spec water and/or steam caused by action or inaction within the operators area of responsibility will be considered.
	1.3 Attendance	Attendance	Personal goal	20%		Over 24 hours unexcused	Any amount of unexcused up to 24 hours	Zero unexcused, 12.0 - 24.0 hours of minor medical in 6 month period OR 20.0 - 40.0 hours of minor medical in 12 month period	6.0 - 11.99 hours of minor medical in 6 month period OR 10.0 - 19.99 hours of minor medical in 12 month period	0.0 - 5.99 hours of minor medical in 6 month period OR 0.0 - 9.99 hours of minor medical in 12 month period		Attendance based on existing Lakeland Electric Sick Leave Policy (excludes FMLA and Funeral Leave)
	2. Safety	Personal Lost Time Incident	Zero Incidents	20%		>1 LTI and multiple safety violations in the last 12 months	1 LTI in the last 12 months	0	0 LTI + safety involvement within work group	0 LTI + safety involvement within work group and division		A work related injury that causes any loss of time from work beyond the day or shift it occurred and has been deemed by the division designated safety review committee to be preventable by the employee. (A bargaining unit representative to participate in designated committee).
3. Customer Satisfaction	Supervision review	Use Rating Scale		10%		0 - 1.50	1.51 - 2.99	3.0 - 3.99	4.0 - 5.99	6.0 - 7.0		Supervisor's documented observations including, but not limited to: teamwork, working attitude, communication, organizational skills, punctuality, initiative and expressed LE/COL values.
4. Development	Individual Development Plan	Meet 90% IDP	10%			≤80%	81 - 85%	86-94%	95-99%	100%		Completing or exceeding agreed standard of annual IDP in the last 12 months. Any adjustment to the plan must be communicated to the employee by the supervisor.

Lakeland Electric PPR Criteria

Position	Objective	Measures	Goal	Possible/Weight Rating	Unacceptable	Needs Improvement	Standard	Exceed Expectation	Outstanding	Employee Actual	DEFINITIONS
Welder	1. Productivity	Successful Work orders %	90%	20%	<80%	80 - 87%	88 - 91%	92 - 95%	> 95%		Percentage of finished work orders assigned. Supervision will be able to excuse non-completed work orders for reasons such as being pulled off of the job, etc.
			10%	20%	>20%	>10% <20%	at 10%	>5% <10%	<5%		Percentage of assigned work orders +/- 30% of plan duration/budget. Employees will be able to furnish circumstances to supervision that caused deviation from duration and or budget of work order and be excused.
			% of WO's +/- 30%								
2. Safety	Personal Lost Time Incident	Zero Incidents	Personal goal	20%	Over 24 hours unexcused	Any amount of unexcused up to 24 hours	Zero unexcused, 12.0 - 24.0 hours of minor medical in 6 month period OR 20.0 - 40.0 hours of minor medical in 12 month period	6.0 - 11.99 hours of minor medical in 6 month period OR 10.0 - 19.99 hours of minor medical in 12 month period	0.0 - 5.99 hours of minor medical in 6 month period OR 0.0 - 9.99 hours of minor medical in 12 month period		A work related injury that causes any loss of time from work beyond the day or shift it occurred and has been deemed by the division designated safety review committee to be preventable by the employee. (A bargaining unit representative to participate in designated committee).
			Use Rating Scale	10%	>1 LTI and multiple safety violations in the last 12 months	1 LTI in the last 12 months	0	0 LTI + safety involvement within work group	0 LTI + safety involvement within division		Supervisor's documented observations including, but not limited to: teamwork, working attitude, communication, organizational skills, punctuality, initiative and expressed LE/COL values.
3. Customer Satisfaction	Supervision review	Individual Development Plan	Meet 90% IDP	10%	<80%	\$1 - \$5%	3.0 - 3.99	4.0 - 5.99	6.0 - 7.0		Completing or exceeding agreed standard of annual IDP in the last 12 months. Any adjustment to the plan must be communicated to the employee by the supervisor.
			Use Rating Scale	10%	>80%	>10% <20%	at 10%	>5% <10%	<5%		
4. Development	Individual Development Plan	Individual Development Plan	Meet 90% IDP	10%	<80%	\$1 - \$5%	3.0 - 3.99	4.0 - 5.99	6.0 - 7.0		Completing or exceeding agreed standard of annual IDP in the last 12 months. Any adjustment to the plan must be communicated to the employee by the supervisor.
			Use Rating Scale	10%	>80%	>10% <20%	at 10%	>5% <10%	<5%		

Lakeland Electric PPR Criteria

Position	Objective	Measures	Goal	Possible/Weight	Rating Score	Unacceptable	Needs Improvement	Standard	Exceed Expectation	Outstanding	Employee Actual	DEFINITIONS
Instrument & Control Specialist	1. Productivity	Successful Work orders %	90%	20%	<80%	80 - 87%	88 - 91%	92 - 95%	> 95%			Percentage of finished work orders assigned. Supervision will be able to excuse non-completed work orders for reasons such as being pulled off of the job, etc.
			10%	20%	>20%	>10% <20%	at 10%	<5%				Percentage of assigned work orders +/- 30% of plan duration/budget. Employees will be able to furnish circumstances to supervision that caused deviation from duration and or budget of work order and be excused.
	1.2	% of WO's +/- 30%	Personal goal	20%				Zero unexcused, 12.0 - 24.0 hours of minor medical in 6 month period OR 20.0 - 40.0 hours of minor medical in 12 month period	6.0 - 11.99 hours of minor medical in 6 month period OR 10.0 - 19.99 hours of minor medical in 12 month period	0.0 - 5.99 hours of minor medical in 6 month period OR 0.0 - 9.99 hours of minor medical in 12 month period		Attendance based on existing Lakeland Electric Sick Leave Policy (excludes FMLA and Funeral Leave)
2. Safety	Personal Lost Time Incident	Zero Incidents	20%					Over 24 hours unexcused	0 LTI + safety involvement within work group	0 LTI + safety involvement within work group and division		A work related injury that causes any loss of time from work beyond the day or shift it occurred and has been deemed by the division designated safety review committee to be preventable by the employee. (A bargaining unit representative to participate in designated committee).
			10%					1 LTI in the last 12 months	0	0 LTI + safety involvement within work group	6.0 - 7.0	
3. Customer Satisfaction	3.1	Supervision review	Use Rating Scale	10%		0 - 1.50	1.51 - 2.99	3.0 - 3.99	4.0 - 5.99			
4. Development	4.1	Individual Development Plan	Meet 90% IDP	10%		≤80%	81 - 85%	86-94%	95-99%	100%		Completing or exceeding agreed standard of annual IDP in the last 12 months. Any adjustment to the plan must be communicated to the employee by the supervisor.

Lakeland Electric PPR Criteria											
Position	Objective	Measures	Goal	Possible/Weight Rating	Unacceptable	Needs Improvement	Standard	Exceed Expectation	Outstanding	Employee Actual	DEFINITIONS
Instrument & Control Technician	1. Productivity	Successful Work orders %	90%	20%	<80%	80 - 87%	88 - 91%	92 - 95%	> 95%		Percentage of finished work orders assigned. Supervision will be able to excuse non-completed work orders for reasons such as being pulled off of the job, etc.
	1.2	% of WO's +/- 30%	10%	20%	>20%	>10%<20%	at 10%	>5%<10%	<5%		Percentage of assigned work orders +/- 30% of plan duration/budget. Employees will be able to furnish circumstances to supervision that caused deviation from duration and or budget of work order and be excused.
	1.3	Attendances	Personal goal	20%			Zero unexcused, 12.0 - 24.0 hours of minor medical in 6 month period OR 20.0 - 40.0 hours of minor medical in 12 month period	6.0 - 11.99 hours of minor medical in 6 month period OR 10.0 - 19.99 hours of minor medical in 12 month period	0.0 - 5.99 hours of minor medical in 6 month period OR 0.0 - 9.99 hours of minor medical in 12 month period		Attendance based on existing Lakeland Electric Sick Leave Policy (excludes FMLA and Funeral Leave) A work related injury that causes any loss of time from work beyond the day or shift it occurred and has been deemed by the division designated safety review committee to be preventable by the employee. (A bargaining unit representative to participate in designated committee).
2. Safety	2.1	Personal Lost Time Incident	Zero Incidents	20%	>1 LTI and multiple safety violations in the last 12 months	1 LTI in the last 12 months	0	0 LTI + safety involvement within work group	0 LTI + safety involvement within work group and division		Supervisor's documented observations including, but not limited to: teamwork, working attitude, communication, organizational skills, punctuality, initiative and expressed LE/COL values.
3. Customer Satisfaction	3.1	Supervision review	Use Rating Scale	10%	0 - 1.50	1.51 - 2.99	3.0 - 3.99	4.0 - 5.99	6.0 - 7.0		Supervisor's documented observations including, but not limited to: teamwork, working attitude, communication, organizational skills, punctuality, initiative and expressed LE/COL values.
4. Development	4.1	Individual Development Plan	Meet 90% IDP	10%	<80%	81 - 85%	86-94%	95-99%	100%		Completing or exceeding agreed standard of annual IDP in the last 12 months. Any adjustment to the plan must be communicated to the employee by the supervisor.

Lakeland Electric PPR Criteria											
Position	Objective	Measures	Goal	Possible/Weight Rating	Unacceptable	Needs Improvement	Standard	Exceed Expectation	Outstanding	Employee Actual	DEFINITIONS
Warehouse Technician I	1. Productivity	Issue Window and Receipting	90% success	40%	<84.99%	85 - 89%	90%	91 - 95%	96 - 100%		Percent of requisitions and receipts accurately handled and/or processed.
	1.2 Attendance		Personal goal	20%	Over 24 hours unexcused	Any amount of unexcused up to 24 hours in 12 month period	Zero unexcused, 12.0 - 24.0 hours of minor medical in 6 month period OR 20.0 - 40.0 hours of minor medical in 12 month period	6.0 - 11.99 hours of minor medical in 6 month period OR 10.0 - 19.99 hours of minor medical in 12 month period	0.0 - 5.99 hours of minor medical in 6 month period OR 0.0 - 9.99 hours of minor medical in 12 month period		Attendance based on existing Lakeland Electric Sick Leave Policy (excludes FMLA and Funeral Leave)
2. Safety	Personal Lost Time Incident		Zero Incidents	20%	>1 LTI and multiple safety violations in the last 12 months	1 LTI in the last 12 months	0	0 LTI + safety involvement within work group	0 LTI + safety involvement within work group and division		A work related injury that causes any loss of time from work beyond the day or shift it occurred and has been deemed by the division designated safety review committee to be preventable by the employee. (A bargaining unit representative to participate in designated committee).
3. Customer Satisfaction	Supervision review		Use Rating Scale	10%	0 - 1.50	1.51 - 2.99	3.0 - 3.99	4.0 - 5.99	6.0 - 7.0		Supervisor's documented observations including, but not limited to: teamwork, working attitude, communication, organizational skills, punctuality, initiative and expressed LE/COL values.
4. Development	Individual Development Plan		Meet 90% IDP	10%	≤80%	81 - 85%	86-94%	95-99%	100%		Completing or exceeding agreed standard of annual IDP in the last 12 months. Any adjustment to the plan must be communicated to the employee by the supervisor.

Lakeland Electric PPR Criteria

Position	Objective	Measures	Goal	Possible/Weight	Rating	Unacceptable	Needs Improvement	Standard	Exceed Expectation	Outstanding	Employee Actual	DEFINITIONS
Warehouse Technician II	1. Productivity	Issue Window; Receiving; Reorder desk, computer, driver	90%	40%		<84.99%	85 - 89%	90%	91 - 95%	96 - 100%		Percentage of requisitions, receipts, reorders, deliveries accurately handled and/or processed based on responsibilities as assigned.
			Personal goal	20%		Over 24 hours unexcused	Any amount of unexcused up to 24 hours	Zero unexcused, 12.0 - 24.0 hours of minor medical in 6 month period OR 20.0 - 40.0 hours of minor medical in 12 month period	6.0 - 11.99 hours of minor medical in 6 month period OR 10.0 - 19.99 hours of minor medical in 12 month period	0.0 - 5.99 hours of minor medical in 6 month period OR 0.0 - 9.99 hours of minor medical in 12 month period		Attendance based on existing Lakeland Electric Sick Leave Policy (excludes FMLA and Funeral Leave)
	2. Safety	Personal Lost Time Incident	Zero Incidents	20%		>1 LTI and multiple safety violations in the last 12 months	1 LTI in the last 12 months	0	0 LTI - safety involvement within work group	0 LTI + safety involvement within work group and division		A work related injury that causes any loss of time from work beyond the day or shift it occurred and has been deemed by the division designated safety review committee to be preventable by the employee. (A bargaining unit representative to participate in designated committee).
			Use Rating Scale	10%		0 - 1.50	1.51 - 2.99	3.0 - 3.99	4.0 - 5.99	6.0 - 7.0		Supervisor's documented observations including, but not limited to: teamwork, working attitude, communication, organizational skills, punctuality, initiative and expressed LE/COL values.
	4. Development	Individual Development Plan	Meet 90% IDP	10%		<80%	81 - 85%	86-94%	95-99%	100%		Completing or exceeding agreed standard of annual IDP in the last 12 months. Any adjustment to the plan must be communicated to the employee by the supervisor.

Lakeland Electric PPR Criteria

Position	Objective	Measures	Goal	Possible/Weight	Rating	Unacceptable	Needs Improvement	Standard	Exceed Expectation	Outstanding	Employee Actual	DEFINITIONS
Maintenance Coordinator	1. Productivity	Work orders/minor projects completed +/- 30%	10%	40%	>10% <20%	>20%	at 10%	Zero unexcused, 12.0 - 24.0 hours of minor medical in 6 month period OR 10.0 - 19.99 hours of minor medical in 12 month period	>5% <10%	0.0 - 5.99 hours of minor medical in 6 month period OR 0.0 - 9.99 hours of minor medical in 12 month period	<5%	Percentage of assigned work orders +/- 30% of plan duration/budget. Employees will be able to furnish circumstances to supervision that caused deviation from duration and or budget of work order and be excused.
	1.2 Attendance		Personal goal	20%	Over 24 hours unexcused	Any amount of unexcused up to 24 hours	Zero unexcused, 12.0 - 24.0 hours of minor medical in 6 month period OR 20.0 - 40.0 hours of minor medical in 12 month period	6.0 - 11.99 hours of minor medical in 6 month period OR 10.0 - 19.99 hours of minor medical in 12 month period	0.0 - 5.99 hours of minor medical in 6 month period OR 0.0 - 9.99 hours of minor medical in 12 month period	Attendance based on existing Lakeland Electric Sick Leave Policy (excludes FMLA and Funtal Leave)		
2. Safety	2.1 Personal Lost Time Incident		Zero Incidents	20%	>1 LTI and multiple safety violations in the last 12 months	1 LTI in the last 12 months	0		0 LTI + safety involvement within work group	0 LTI + safety involvement within work group and division		A work related injury that causes any loss of time from work beyond the day or shift it occurred and has been deemed by the division designated safety review committee to be preventable by the employee. (A bargaining unit representative to participate in designated committee).
3. Customer Satisfaction	3.1 Supervision review		Use Rating Scale	10%	0 - 1.50	1.51 - 2.99	3.0 - 3.99	4.0 - 5.99	6.0 - 7.0			Supervisor's documented observations including, but not limited to: teamwork, working attitude, communication, organizational skills, punctuality, initiative and expressed LE/COL values.
4. Development	4.1 Individual Development Plan		Meet 90% IDP	10%	≤80%	81 - 85%	86-94%	95-99%	100%			Completing or exceeding agreed standard of annual IDP in the last 12 months. Any adjustment to the plan must be communicated to the employee by the supervisor.

Lakeland Electric PPR Criteria

Position	Objective	Measures	Goal	Possible/Weight	Rating	Unacceptable	Needs Improvement	Standard	Exceed Expectation	Outstanding	Employee Actual	DEFINITIONS
Laboratory Technician/ Power Plant Technician (includes assigned PPO)	1. Productivity	Quality Assurance/Quality Control Qualifiers	90%	20%	<80%	<80%	>80%<90%	90%	>90%<95%	>95%		Meet 95% of QA/QC Qualifiers (Round-robin testing, PT Study accuracy, NELAC Certifications, etc.) Supervision will be able to excuse non-compliance.
	1.2	Timely Results	90%	20%	<80%	<80%	>80%<90%	90%	>90%<95%	>95%		Percentage of on time results for QA/QC Qualifiers provided. Supervision will be able to excuse non-compliance.
	1.3	Attendance	Personal goal	20%		Over 24 hours unexcused	Any amount of unexcused up to 24 hours	Zero unexcused, 12.0 - 24.0 hours of minor medical in 6 month period OR 20.0 - 40.0 hours of minor medical in 12 month period	6.0 - 11.99 hours of minor medical in 6 month period OR 10.0 - 19.99 hours of minor medical in 12 month period	0.0 - 5.99 hours of minor medical in 6 month period OR 0.0 - 9.99 hours of minor medical in 12 month period		Attendance based on existing Lakeland Electric Sick Leave Policy (excludes FMLA and Funeral Leave)
2. Safety	2.1	Personal Lost Time Incident	Zero Incidents	20%		>1 LTI and multiple safety violations in the last 12 months	1 LTI in the last 12 months	0	0 LTI + safety involvement within work group	0 LTI + safety involvement within work group and division		A work related injury that causes any loss of time from work beyond the day or shift it occurred and has been deemed by the division designated safety review committee to be preventable by the employee. (A bargaining unit representative to participate in designated committee).
3. Customer Satisfaction	3.1	Supervision review	Use Rating Scale	10%		0 - 1.50	1.51 - 2.99	3.0 - 5.99	4.0 - 5.99	6.0 - 7.0		Supervisor's documented observations including, but not limited to: teamwork, working attitude, communication, organizational skills, punctuality, initiative and expressed LE/COL values.
4. Development	4.1	Individual Development Plan	Meet 90% IDP	10%		≤80%	81 - 85%	86-94%	95-99%	100%		Completing or exceeding agreed standard of annual IDP in the last 12 months. Any adjustment to the plan must be communicated to the employee by the supervisor.

Lakeland Electric PPR Criteria

Position	Objective	Measures	Goal	Possible/Weight	Rating Score	Unacceptable	Needs Improvement	Standard	Exceed Expectation	Outstanding	Employee Actual	DEFINITIONS
Coal Yard Operator (includes assigned PPO)	1. Productivity	Tasks completed from Foreman	90%	40%		<80%	>80%<90%	90%	>90%<95%	>95%		Percent of tasks completed from Supervision. Exceptions will be made by Supervision for circumstances beyond the employees control.
								Zero unexcused, 12.0 - 24.0 hours of minor medical in 6 month period OR 0.0 - 40.0 hours of minor medical in 12 month period	6.0 - 11.99 hours of minor medical in 6 month period OR 10.0 - 19.99 hours of minor medical in 12 month period	0.0 - 5.99 hours of minor medical in 6 month period OR 0.0 - 9.99 hours of minor medical in 12 month period	Attendance based on existing Lakeland Electric Sick Leave Policy (excludes FMLA and Funeral Leave)	
2. Safety	2.1	Personal Lost Time Incident	Zero Incidents	20%		>1 LTI and multiple safety violations in the last 12 months	1 LTI in the last 12 months	0	0 LTI + safety involvement within work group	0 LTI + safety involvement within work group and division		A work related injury that causes any loss of time from work beyond the day or shift it occurred and has been deemed by the division designated safety review committee to be preventable by the employee. (A bargaining unit representative to participate in designated committee)
3. Customer Satisfaction	3.1	Supervision review	Use Rating Scale	10%		0 - 1.50	1.51 - 2.99	3.0 - 3.99	4.0 - 5.99	6.0 - 7.0		
4. Development	4.1	Individual Development Plan	Meet 90% IDP	10%		≤80%	81 - 85%	86-94%	95-99%	100%		Completing or exceeding agreed standard of annual IDP in the last 12 months. Any adjustment to the plan must be communicated to the employee by the supervisor.

Lakeland Electric PPR Criteria

Position	Objective	Measures	Goal	Possible/Weight	Rating Score	Unacceptable	Needs Improvement	Standard	Exceed Expectation	Outstanding	Employee Actual	DEFINITIONS
Inventory Control Specialist	1. Productivity	Inventory within 1% of budget dollars	every FY	40%		>1.50%	>1.00% <1.50%	1.00%	0.50 - 1.00%	<0.5%		Annual inventory adjustment not to exceed 1.00% of pre-adjusted ending inventory value.
								Zero unexcused, 12.0 - 24.0 hours of minor medical in 6 month period OR 20.0 - 40.0 hours of minor medical in 12 month period	6.0 - 11.99 hours of minor medical in 6 month period OR 10.0 - 19.99 hours of minor medical in 12 month period	0.0 - 5.99 hours of minor medical in 6 month period OR 0.0 - 9.99 hours of minor medical in 12 month period		Attendance based on existing Lakeland Electric Sick Leave Policy (excludes FMLA and Funeral Leave)
	2. Safety	Personal Lost Time Incident	Personal goal	20%		Over 24 hours unexcused	Any amount of unexcused up to 24 hours	0	0 LTI + safety involvement within work group	0 LTI + safety involvement within work group and division		A work related injury that causes any loss of time from work beyond the day or shift it occurred and has been deemed by the division designated safety review committee to be preventable by the employee. (A bargaining unit representative to participate in designated committee).
								>1 LTI and multiple safety violations in the last 12 months	1 LTI in the last 12 months			Supervisor's documented observations including, but not limited to: teamwork, working attitude, communication, organizational skills, punctuality, initiative and expressed LE/COL values.
	3. Customer Satisfaction	Supervision review	Use Rating Scale	10%		0 - 1.50	1.51 - 2.99	3.0 - 3.99	4.0 - 5.99	6.0 - 7.0		
	4. Development	Individual Development Plan	Meet 90% IDP	10%		<80%	81 - 85%	86-94%	95-99%	100%		Completing or exceeding agreed standard of annual IDP in the last 12 months. Any adjustment to the plan must be communicated to the employee by the supervisor.

Production

Position	Objective	Measures	Goal	Possible/Weight Rating	Unacceptable	Needs Improvement	Standard	Exceed Expectation	Outstanding	Employee Actual	DEFINITIONS
Operations Support Technician (Includes Plant Helper)	1. Productivity	1.1 Foreman	90%	40%	<80%	>80%<90%	90%	>90%<95%	>95%		Percent of tasks completed from Supervision. Exceptions will be made by Supervision for circumstances beyond the employees control.
			Tasks completed from Foreman	Zero unexcused, 12.0 - 24.0 hours of minor medical in 6 month period OR 20.0 - 40.0 hours of minor medical in 12 month period	6.0 - 11.99 hours of minor medical in 6 month period OR 10.0 - 19.99 hours of minor medical in 12 month period	0.0 - 5.99 hours of minor medical in 6 month period OR 0.0 - 9.99 hours of minor medical in 12 month period		Attendance based on existing Lakeland Electric Sick Leave Policy (excludes FMLA and Funeral Leave)			
	2. Safety	2.1 Personal Lost Time Incident	Zero Incidents	20%	>1 LTI and multiple safety violations in the last 12 months	1 LTI in the last 12 months	0	0 LTI + safety involvement within work group	0 LTI + safety involvement within work group and division		A work related injury that causes any loss of time from work beyond the day or shift it occurred and has been deemed by the division designated safety review committee to be preventable by the employee. (A bargaining unit representative to participate in designated committee).
	3. Customer Satisfaction	3.1 Supervision review	Use Rating Scale	10%	0 - 1.50	1.51 - 2.99	3.0 - 3.99	4.0 - 5.99	6.0 - 7.0		Supervisor's documented observations including, but not limited to: teamwork, working attitude, communication, organizational skills, punctuality, initiative and expressed LE/COL values.
	4. Development	4.1 Individual Development Plan	Meet 90% IDP	10%	<80%	81 -85%	86-94%	95-99%	100%		Completing or exceeding agreed standard of annual IDP in the last 12 months. Any adjustment to the plan must be communicated to the employee by the supervisor.

Lakeland Electric PPR Criteria

Position	Objective	Measures	Goal	Possible/Weight	Rating	Unacceptable	Needs Improvement	Standard	Exceed Expectation	Outstanding	Employee Actual	DEFINITIONS
Protective Equipment Specialist	1. Productivity	1.1 On time inspections	90%	40%	<80%	>80%<90%	90%	Zero unexcused, 12.0 - 24.0 hours of minor medical in 6 month period OR 10.0 - 19.99 hours of minor medical in 12 month period	>90%<95%	>95%		Percent of tasks completed from Supervision. Exceptions will be made by Supervision for circumstances beyond the employees control.
			Personal goal	20%	Over 24 hours unexcused	Any amount of unexcused up to 24 hours	6.0 - 11.99 hours of minor medical in 6 month period OR 10.0 - 19.99 hours of minor medical in 12 month period	0.0 - 5.99 hours of minor medical in 6 month period OR 0.0 - 9.99 hours of minor medical in 12 month period	Attendance based on existing Lakeland Electric Sick Leave Policy (excludes FMLA and Funeral Leave)			
2. Safety	2.1	Personal Lost Time Incident	Zero Incidents	20%	>1 LTI and multiple safety violations in the last 12 months	1 LTI in the last 12 months	0		0 LTI + safety involvement within work group	0 LTI + safety involvement within work group and division		A work related injury that causes any loss of time from work beyond the day or shift it occurred and has been deemed by the division designated safety review committee to be preventable by the employee. (A bargaining unit representative to participate in designated committee).
			Use Rating Scale	10%	0 - 1.50	1.51 - 2.99	3.0 - 3.99	4.0 - 5.99	6.0 - 7.0	Supervisor's documented observations including, but not limited to: teamwork, working attitude, communication, organizational skills, punctuality, initiative and expressed LE/COL values.		
3. Customer Satisfaction	3.1	Supervision review	Meet 90% IDP	10%	≤80%	81 - 85%	85-94%	95-99%	100%			Completing or exceeding agreed standard of annual IDP in the last 12 months. Any adjustment to the plan must be communicated to the employee by the supervisor.
			Individual Development Plan	10%								

Lakeland Electric PPR Criteria

Position	Objective	Measures	Goal	Possible/Weight	Rating	Unacceptable	Needs Improvement	Standard	Exceed Expectation	Outstanding	Employee Actual	DEFINITIONS
Power Island Foreman (includes assigned Power Production Foreman)	1. Productivity	# Foreman Error Unit Trips	0	40%	2 or more	1	0	0 - no derating	0 - avoid	0 - avoid		Errors made while operating unit resulting in a trip or derating of more than 10% of the unit. Deratings and trips that are determined to be non-operator error will not count against the employee.
	1.2 Attendance	Attendance	Personal goal	20%	Over 24 hours unexcused	Any amount of unexcused up to 24 hours	Zero unexcused, 12.0 - 24.0 hours of minor medical in 6 month period OR 20.0 - 40.0 hours of minor medical in 12 month period	6.0 - 11.99 hours of minor medical in 6 month period OR 10.0 - 19.99 hours of minor medical in 12 month period	0.0 - 5.99 hours of minor medical in 6 month period OR 0.0 - 9.99 hours of minor medical in 12 month period			Attendance based on existing Lakeland Electric Sick Leave Policy (excludes FMLA and Funeral Leave)
	2. Safety	Personal Lost Time Incident	Zero Incidents	20%	>1 LTI and multiple safety violations in the last 12 months	1 LTI in the last 12 months	0	0 LTI + safety involvement within work group	0 LTI + safety involvement within work group	0 LTI + safety involvement within work group and division		A work related injury that causes any loss of time from work beyond the day or shift it occurred and has been deemed by the division designated safety review committee to be preventable by the employee. (A bargaining unit representative to participate in designated committee).
	3. Customer Satisfaction	Supervision review	Use Rating Scale	10%	0 - 1.50	1.51 - 2.99	3.0 - 3.99	4.0 - 5.99	6.0 - 7.0			Supervisor's documented observations including, but not limited to: teamwork, working attitude, communication, organizational skills, punctuality, initiative and expressed LECOL values.
	4. Development	Individual Development Plan	Meet 90% IDP	10%	<80%	81 - 85%	86-94%	95-99%	100%			Completing or exceeding agreed standard of annual IDP in the last 12 months. Any adjustment to the plan must be communicated to the employee by the supervisor.

Production

Lakeland Electric PPR Criteria

Position	Objective	Measures	Goal	Possible/Weight	Rating Score	Unacceptable	Needs Improvement	Standard	Exceed Expectation	Outstanding	Employee Actual	DEFINITIONS
Control Center Operator	1. Productivity 1.1	# CCO Error Unit Trips	0	40%	2 or more	1	0	0 + no derating	0 + no derating	0 + void		Errors made while operating unit resulting in a trip or derating of more than 10% of the unit. Deratings and trips that are determined to be non-operator error will not count against the employee.
	1.2 Attendance	Attendance	Personal goal	20%	Over 24 hours unexcused	Any amount of unexcused up to 24 hours	Zero unexcused, 12.0 - 24.0 hours of minor medical in 6 month period OR 20.0 - 40.0 hours of minor medical in 12 month period	6.0 - 11.99 hours of minor medical in 6 month period OR 10.0 - 19.99 hours of minor medical in 12 month period	0.0 - 5.99 hours of minor medical in 6 month period OR 0.0 - 9.99 hours of minor medical in 12 month period		Attendance based on existing Lakeland Electric Sick Leave Policy (excludes FMLA and Funeral Leave)	
2. Safety	2.1	Personal Lost Time Incident	Zero Incidents	20%	>1 LTI and multiple safety violations in the last 12 months	1 LTI in the last 12 months	0	0 LTI + safety involvement within work group	0 LTI + safety involvement within work group	0 LTI + safety involvement within work group and division		A work related injury that causes any loss of time from work beyond the day or shift it occurred and has been deemed by the division designated safety review committee to be preventable by the employee. (A bargaining unit representative to participate in designated committee).
	3. Customer Satisfaction 3.1	Supervision review	Use Rating Scale	10%	0 - 1.50	1.51 - 2.99	3.0 - 3.99	4.0 - 5.99	6.0 - 7.0			Supervisor's documented observations including, but not limited to: teamwork, working attitude, communication, organizational skills, punctuality, initiative and expressed LE/COL values.
4. Development 4.1	Individual Development Plan	Meet 90% IDP	10%	≤80%	81 - 85%	86-94%	95-99%	100%				Completing or exceeding agreed standard of annual IDP in the last 12 months. Any adjustment to the plan must be communicated to the employee by the supervisor.

Lakeland Electric PPR Criteria

Position	Objective	Measures	Goal	Possible/Weight	Rating Score	Unacceptable	Needs Improvement	Standard	Exceed Expectation	Outstanding	Employee Award	DEFINITIONS
Power Plant Operator (assigned to Power Island)	1. Productivity	1.1	0	40%	2	2 or more	1	0	0 + no derating	0 + avoid		Errors made while operating unit resulting in a trip or derating of more than 10% of the unit. Deratings and trips that are determined to be non-operator error will not count against the employee.
								Zero unexcused, 12.0 - 24.0 hours of minor medical in 6 month period OR 20.0 - 40.0 hours of minor medical in 12 month period	6.0 - 11.99 hours of minor medical in 6 month period OR 10.0 - 19.99 hours of minor medical in 12 month period	0.0 - 5.99 hours of minor medical in 6 month period OR 0.0 - 9.99 hours of minor medical in 12 month period		Attendance based on existing Lakeland Electric Sick Leave Policy (excludes FMLA and Funeral Leave)
	2. Safety	2.1	Personal Lost Time Incident	Zero Incidents	20%		Over 24 hours unexcused	Any amount of unexcused up to 24 hours		0 LTI + safety involvement within work group	0 LTI + safety involvement within work group and division	
3. Customer Satisfaction	3.1	Supervision review	Use Rating Scale	10%	0 - 1.50	>1 LTI and multiple safety violations in the last 12 months	1 LTI in the last 12 months	3.0 - 3.99	4.0 - 5.99	6.0 - 7.0		Supervisor's documented observations including, but not limited to: teamwork, working attitude, communication, organizational skills, punctuality, initiative and expressed LE/COL values.
4. Development	4.1	Individual Development Plan	Meet 90% IDP	10%	≤80%		81 - 85%	86-94%	95-99%	100%		Completing or exceeding agreed standard of annual IDP in the last 12 months. Any adjustment to the plan must be communicated to the employee by the supervisor.

Production

Lakeland Electric PPR Criteria

Position	Objective	Measures	Goal	Possible/Weight	Rating Score	Unacceptable	Needs Improvement	Standard	Exceed Expectation	Outstanding	Employee Actual	DEFINITIONS
Coal Yard Foreman	1. Productivity	Meets daily tasks as instructed by supervisor	90%	40%	<80%	>80%<90%	90%	Zero unexcused, 12.0 - 24.0 hours of minor medical in 6 month period OR 20.0 - 40.0 hours of minor medical in 12 month period	>90%<95%	>95%		Percentage of tasks completed from Supervision. Exceptions will be made by Supervision for circumstances beyond the employees control.
	1.2 Attendance	Attendance	Personal goal	20%		Over 24 hours unexcused	Any amount of unexcused up to 24 hours		6.0 - 11.99 hours of minor medical in 6 month period OR 10.0 - 19.99 hours of minor medical in 12 month period	0.0 - 5.99 hours of minor medical in 6 month period OR 0.0 - 9.99 hours of minor medical in 12 month period		Attendance based on existing Lakeland Electric Sick Leave Policy (excludes FMLA and Funeral Leave)
2. Safety	2.1	Personal Lost Time Incident	Zero Incidents	20%		>1 LTI and multiple safety violations in the last 12 months	1 LTI in the last 12 months	0	0 LTI + safety involvement within work group	0 LTI + safety involvement within work group and division		A work related injury that causes any loss of time from work beyond the day or shift it occurred and has been deemed by the division designated safety review committee to be preventable by the employee. (A bargaining unit representative to participate in designated committee).
	3.1	Supervision review	Use Rating Scale	10%		0 - 1.50	1.51 - 2.99	3.0 - 5.99	4.0 - 5.99	6.0 - 7.0		Supervisor's documented observations including, but not limited to: teamwork, working attitude, communication, organizational skills, punctuality, initiative and expressed LE/COL values.
4. Development	4.1	Individual Development Plan	Meet 90% IDP	10%		<80%	\$1 -85%	86-94%	95-99%	100%		Completing or exceeding agreed standard of annual IDP in the last 12 months. Any adjustment to the plan must be communicated to the employee by the supervisor.

Lakeland Electric PPR Criteria

Position	Objective	Measures	Goal	Possible/Weight	Target Score	Unacceptable	Needs Improvement	Standard	Exceed Expectation	Outstanding	Employee Actual	DEFINITIONS
CSI Foreman	1. Productivity	Percentage of On-Spec Gypsum produced	90%	40%		<80%	80 - 89%	90%	91 - 95%	>95%		Percentage of On-Spec gypsum produced. Note: Standard considers historical experience of successfully producing gypsum by-product. Only Off-Spec Gypsum caused by action or inaction within the operators area of responsibility will be considered. Supervision will be able to excuse for reasons such as being pulled off of the job, etc.
	1.2 Attendance	Attendance	Personal goal	20%		Over 24 hours unexcused	Any amount of unexcused up to 24 hours	Zero unexcused, 12.0 - 24.0 hours of minor medical in 6 month period OR 20.0 - 40.0 hours of minor medical in 12 month period	6.0 - 11.99 hours of minor medical in 6 month period OR 10.0 - 19.99 hours of minor medical in 12 month period	0.0 - 5.99 hours of minor medical in 6 month period OR 0.0 - 9.99 hours of minor medical in 12 month period		Attendance based on existing Lakeland Electric Sick Leave Policy (excludes FMLA and Funeral Leave)
2. Safety	2.1 Personal Lost Time Incident	Personal Lost Time Incident	Zero Incidents	20%		>1 LTI and multiple safety violations in the last 12 months	1 LTI in the last 12 months	0	0 LTI + safety involvement within work group	0 LTI + safety involvement within work group and division		A work related injury that causes any loss of time from work beyond the day or shift it occurred and has been deemed by the division designated safety review committee to be preventable by the employee. (A bargaining unit representative to participate in designated committee).
3. Customer Satisfaction	3.1 Supervision review	Supervision review	Use Rating Scale	10%		0 - 1.50	1.51 - 2.99	3.0 - 3.99	4.0 - 5.99	6.0 - 7.0		Supervisor's documented observations including, but not limited to: teamwork, working attitude, communication, organizational skills, punctuality, initiative and expressed LE/COL values.
4. Development	4.1 Individual Development Plan	Individual Development Plan	Meet 90% IDP	10%		<80%	81 - 85%	86-94%	95-99%	100%		Completing or exceeding agreed standard of annual IDP in the last 12 months. Any adjustment to the plan must be communicated to the employee by the supervisor.

Lakeland Electric PPR Criteria

Position	Objective	Mensures	Goal	Possible Weight	Rate Score	Unacceptable	Needs Improvement	Standard	Exceed Expectation	Outstanding	Employee Actual	DEFINITIONS
Water Ops Foreman	1. Productivity	% of time On-Spec Water or Steam Chemistry	90%	40%	<84.99%	85 - 89%	90%	Zero unexcused, 12.0 - 24.0 hours of minor medical in 6 month period OR 20.0 - 40.0 hours of minor medical in 12 month period	91 - 95%	96 - 100%	96 - 100%	Percentage of time that water and/or steam chemistry is On-Spec. Supervision will be able to excuse for reasons such as being pulled off of the job, etc.
	1.2	Attendance	Personal goal	20%	Over 24 hours unexcused	Any amount of unexcused up to 24 hours						Attendance based on existing Lakeland Electric Sick Leave Policy (excludes FMLA and Funeral Leave)
2. Safety	2.1	Personal Lost Time Incident	Zero Incidents	20%	>1 LTI and multiple safety violations in the last 12 months					0 LTI + safety involvement within work group and division		A work related injury that causes any loss of time from work beyond the day or shift it occurred and has been deemed by the division designated safety review committee to be preventable by the employee. (A bargaining unit representative to participate in designated committee).
3. Customer Satisfaction	3.1	Supervision review	Use Rating Scale	10%	0 - 1.50	1.51 - 2.99	3.0 - 3.99		4.0 - 5.99	6.0 - 7.0		Supervisor's documented observations including, but not limited to: teamwork, working attitude, communication, organizational skills, punctuality, initiative and expressed LE/COL values.
4. Development	4.1	Individual Development Plan	Meet 90% IDP	10%	≤80%	81 - 85%	86-94%		95-99%	100%		Completing or exceeding agreed standard of annual IDP in the last 12 months. Any adjustment to the plan must be communicated to the employee by the supervisor.

Production

Lakeland Electric PPR Criteria

Position	Objective	Measures	Goal	Possible/Weight	Rating	Unacceptable	Needs Improvement	Standard	Exceed Expectation	Outstanding	Employee Actual	DEFINITIONS
Main Lab Foreman	1. Productivity	Quality Assurance/Quality Control Qualifiers	90%	20%	<80%	>80%<90%	90%	>90%<95%	>95%	Meet 95% of QA/QC Qualifiers (Round-robin testing, PT Sturdy accuracy, NELAC Certifications, etc.). Supervisor will be able to excuse non-completed work orders for non-compliance.		
			90%	20%	<80%	>80%<90%	90%	>90%<95%	>95%	Percentage of on time results for QA/QC Qualifiers provided. Supervisor will be able to excuse non-compliance.		
			Personal goal	20%	Over 24 hours unexcused	Any amount of unexcused up to 24 hours	Zero unexcused, 12.0 - 24.0 hours of minor medical in 6 month period OR 20.0 - 40.0 hours of minor medical in 12 month period	6.0 - 11.99 hours of minor medical in 6 month period OR 10.0 - 19.99 hours of minor medical in 12 month period	0.0 - 5.99 hours of minor medical in 6 month period OR 0.0 - 9.99 hours of minor medical in 12 month period	Attendance based on existing Lakeland Electric Sick Leave Policy (excludes FMLA and Funeral Leave)		
2. Safety	Personal Lost Time Incident	Zero Incidents	20%	>1 LTI and multiple safety violations in the last 12 months	1 LTI in the last 12 months	0	0 LTI + safety involvement within work group	0 LTI + safety involvement within work group	0 LTI + safety involvement within work group and division	A work related injury that causes any loss of time from work beyond the day or shift it occurred and has been deemed by the division designated safety review committee to be preventable by the employee. (A bargaining unit representative to participate in designated committee).		
			10%	0 - 1.50	1.51 - 2.99	3.0 - 3.99	4.0 - 5.99	6.0 - 7.0	Supervisor's documented observations including, but not limited to: teamwork, working attitude, communication, organizational skills, punctuality, initiative and expressed LE/COL values			
3. Customer Satisfaction	Supervision review	Use Rating Scale	10%	0 - 1.50	1.51 - 2.99	3.0 - 3.99	4.0 - 5.99	6.0 - 7.0	100%	Completing or exceeding agreed standard of annual IDP in the last 12 months. Any adjustment to the plan must be communicated to the employee by the supervisor.		
4. Development	4.1 Individual Development Plan	Meet 90% IDP	10%	≤80%	81 - 85%	86-94%	95-99%	100%				

Lakeland Electric PPR Criteria

Position	Objective	Measures	Goal	Possible/Weight	Rating	Unacceptable	Needs Improvement	Standard	Exceed Expectation	Outstanding	Employee Actual	DEFINITIONS
Mechanical Foreman, Electrical Foreman, Welding Foreman, I&C Foreman	1. Productivity	Successful Work orders %	90%	20%	<80%	80 - 87%	88 - 91%	92 - 95%	> 95%			Percentage of finished work orders assigned to their respective crews. Exceptions will be made by Supervision for circumstances beyond the employees control.
	1.2	% of WO's +/- 30%	10%	20%	>20%	>10% <20%	at 10%	>5% <10%	<5%			Percentage of assigned work orders +/- 30% of plan duration/budget assigned to their respective crews. Exceptions will be made by Supervision for circumstances beyond the employees control.
	1.3	Attendance	Personal goal	20%	Over 24 hours unexcused	Any amount of unexcused up to 24 hours	Zero unexcused, 12.0 - 24.0 hours of minor medical in 6 month period OR 20.0 - 40.0 hours of minor medical in 12 month period	6.0 - 11.99 hours of minor medical in 6 month period OR 10.0 - 19.99 hours of minor medical in 12 month period	0.0 - 5.99 hours of minor medical in 6 month period OR 0.0 - 9.99 hours of minor medical in 12 month period			
2. Safety	Personal Lost Time Incident	Zero Incidents	20%	>1 LTI and multiple safety violations in the last 12 months	1 LTI in the last 12 months	0	0	0 LTI + safety involvement within work group	0 LTI + safety involvement within work group and division			A work related injury that causes any loss of time from work beyond the day or shift it occurred and has been deemed by the division designated safety review committee to be preventable by the employee. (A bargaining unit representative to participate in designated committee).
3. Customer Satisfaction	Supervision review	Use Rating Scale	10%	0 - 1.50	1.51 - 2.99	3.0 - 3.99	4.0 - 5.99	6.0 - 7.0				Supervisor's documented observations including, but not limited to: team work, working attitude, communication, organizational skills, punctuality, initiative and expressed LE/COL values.
4. Development	Individual Development Plan	Meet 90% IDP	10%	<80%	81 - 85%	86-94%	95-99%	100%				Completing or exceeding agreed standard of annual IDP in the last 12 months. Any adjustment to the plan must be communicated to the employee by the supervisor.

Production

Lakeland Electric PPR Criteria

Position	Objective	Measures	Goal	Possible/Weight	Score	Unacceptable	Needs Improvement	Standard	Exceed Expectation	Outstanding	Employee Actual	DEFINITIONS
Construction Foreman	1. Productivity	Successful Project % worked by their respective crews	90%	40%	<60%	>60% <80%	90%	>90%	>95%			Percentage of finished projects assigned. Exceptions will be made by Supervision for circumstances beyond the employees control.
			Personal goal	20%	Over 24 hours unexcused	Any amount of unexcused up to 24 hours	Zero unexcused, 12.0 - 24.0 hours of minor medical in 6 month period OR 20.0 - 40.0 hours of minor medical in 12 month period	6.0 - 11.99 hours of minor medical in 6 month period OR 10.0 - 19.99 hours of minor medical in 12 month period	0.0 - 5.99 hours of minor medical in 6 month period OR 0.0 - 9.99 hours of minor medical in 12 month period		Attendance based on existing Lakeland Electric Sick Leave Policy (excludes FMLA and Funeral Leave)	
2. Safety	Personal Lost Time Incident	Zero Incidents	Zero Incidents	20%	>1 LTI and multiple safety violations in the last 12 months	1 LTI in the last 12 months	0	0 LTI + safety involvement within work group	0 LTI + safety involvement within work group and division			A work related injury that causes any loss of time from work beyond the day or shift it occurred and has been deemed by the division designated safety review committee to be preventable by the employee. (A bargaining unit representative to participate in designated committee).
			Use Rating Scale	10%	0 - 1.50	1.51 - 2.99	3.0 - 3.99	4.0 - 5.99	6.0 - 7.0		Supervisor's documented observations including, but not limited to: teamwork, working attitude, communication, organizational skills, punctuality, initiative and expressed LE/COL values.	
3. Customer Satisfaction	Supervision review	Use Rating Scale	Meet 90% IDP	10%	<80%	\$1 - \$5%	86-94%	95-99%	100%			Completing or exceeding agreed standard of annual IDP in the last 12 months. Any adjustment to the plan must be communicated to the employee by the supervisor.
4. Development	Individual Development Plan	Meet 90% IDP	10%	<80%	\$1 - \$5%	86-94%	95-99%	100%				Completing or exceeding agreed standard of annual IDP in the last 12 months. Any adjustment to the plan must be communicated to the employee by the supervisor.

Lakeland Electric PPR Criteria

Position	Objective	Measures	Goal	Possible/Weight	Rating Score	Unacceptable	Needs Improvement	Standard	Exceed Expectation	Outstanding	Employee Actual	DEFINITIONS
Workforce Management Foreman	1. Productivity	work orders/minor projects completed +/- 30%	1.1	40%	>20%	>10% <20%	at 10%	>5% <10%	<5%			Percentage of assigned work orders/projects +/- 50% of plan duration/budget completed by their respective crews. Exceptions will be made by Supervision for circumstances beyond the employees control.
			1.2	20%	Over 24 hours unexcused	Any amount of unexcused up to 24 hours	Zero unexcused, 12.0 - 24.0 hours of minor medical in 6 month period OR 20.0 - 40.0 hours of minor medical in 12 month period	6.0 - 11.99 hours of minor medical in 6 month period OR 10.0 - 19.99 hours of minor medical in 12 month period	0.0 - 5.99 hours of minor medical in 6 month period OR 0.0 - 9.99 hours of minor medical in 12 month period			Attendance based on existing Lakeland Electric Sick Leave Policy (excludes FMLA and Funeral Leave)
	2. Safety	Personal Lost Time Incident	2.1	20%	>1 LTI and multiple safety violations in the last 12 months	1 LTI in the last 12 months	0	0 LTI + safety involvement within work group	0 LTI + safety involvement within work group and division			A work related injury that causes any loss of time from work beyond the day or shift it occurred and has been deemed by the division designated safety review committee to be preventable by the employee. (A bargaining unit representative to participate in designated committee).
			3.1	10%	0 - 1.50	1.51 - 2.99	3.0 - 3.99	4.0 - 5.99	6.0 - 7.0			Supervisor's documented observations including, but not limited to: teamwork, working attitude, communication, organizational skills, punctuality, initiative and expressed LE/COL values.
	4. Development	Individual Development Plan	Meet 90% IDP	10%	≤80%	81 - 85%	86-94%	95-99%	100%			Completing or exceeding agreed standard of annual IDP in the last 12 months. Any adjustment to the plan must be communicated to the employee by the supervisor.

Delivery

Lakeland Electric PPR Criteria												
Position	Objective	Measures	Goal	Possible Weight	Rating	Unacceptable	Needs Improvement	Standard	Exceed Expectation	Outstanding	Employee Actual	DEFINITIONS
Apparatus Repairer 1st Class	1. Productivity	1.1	Work orders completed	90%	20%	<80%	80 - 87%	88 - 91%	92 - 95%	> 95%		Percentage of assigned work orders successfully completed. Supervision will be able to excuse non completed work orders for reasons such as being pulled off of the job, etc.
		1.2	WO's completed on time	80% within expected time	20%	<70%	70 - 77%	78 - 85%	86 - 93%	>93%		Assigned work orders, jobs, or tasks completed within the assigned time. Supervision will be able to excuse non completed work orders for reasons such as being pulled off of the job, etc.
	1.3	Attendance	Personal goal	20%				Zero unexcused, 12.0 - 24.0 hours of minor medical in 6 month period OR 20.0 - 40.0 hours of minor medical in 12 month period	6.0 - 11.99 hours of minor medical in 6 month period OR 10.0 - 19.99 hours of minor medical in 12 month period	0.0 - 5.99 hours of minor medical in 6 month period OR 0.0 - 9.99 hours of minor medical in 12 month period		Attendance based on existing Lakeland Electric Sick Leave Policy (excludes FMLA and Funeral Leave)
2. Safety	2.1	Personal Lost Time Incident	Zero Incidents	20%		>1 LTI and multiple safety violations in the last 12 months	0	0	0 LTI + safety involvement within work group	0 LTI + safety involvement within work group and division		A work related injury that causes any loss of time from work beyond the day or shift it occurred and has been deemed by the division designated safety review committee to be preventable by the employee. (A bargaining unit representative to participate in designated committee).
3. Customer Satisfaction	3.1	Supervision review	Use Rating Scale	10%		0 - 1.50	1.51 - 2.99	3.0 - 3.99	4.0 - 5.99	6.0 - 7.0		Supervisor's documented observations including, but not limited to: teamwork, working attitude, communication, organizational skills, punctuality, initiative and expressed LE/COL values.
4. Development	4.1	Individual Development Plan	Meet 90% IDP	10%		580%	81 - 85%	85-94%	95-99%	100%		Completing or exceeding agreed standard of annual IDP in the last 12 months. Any adjustment to the plan must be communicated to the employee by the supervisor.

Delivery

Position	Objective	Measures	Goal	Possible Weight	Rating Score	Unacceptable	Needs Improvement	Standard	Exceed Expectation	Outstanding	Employee Actual	DEFINITIONS
Apparatus Repairer Foreman	1. Productivity	1.1 Work orders completed	90%	20%	<80%	80 - 87%	88 - 91%	92 - 95%	> 95%			Percentage of assigned work orders successfully completed. Supervision will be able to excuse non completed work orders for reasons such as being pulled off of the job, etc.
		1.2 WO's completed on time	80% within expected time	20%	<70%	70 - 77%	78 - 85%	86 - 93%	>93%			Assigned work orders, jobs, or tasks completed within the assigned time. Supervision will be able to excuse non completed work orders for reasons such as being pulled off of the job, etc.
	1.3 Attendance	Personal goal	20%	Over 24 hours unexcused	Any amount of unexcused up to 24 hours	Zero unexcused, 12.0 - 24.0 hours of minor medical in 6 month period OR 20.0 - 40.0 hours of minor medical in 12 month period	6.0 - 11.99 hours of minor medical in 6 month period OR 10.0 - 19.99 hours of minor medical in 12 month period	0.0 - 5.99 hours of minor medical in 6 month period OR 0.0 - 9.99 hours of minor medical in 12 month period				Attendance based on existing Lakeland Electric Sick Leave Policy (excludes FMLA and Funeral Leave)
2. Safety		2.1 Personal Lost Time Incident	Zero Incidents	20%	>1 LTI and multiple safety violations in the last 12 months	0	0 LTI + safety involvement within work group and division	0 LTI + safety involvement within work group	0 LTI + safety involvement within work group and division			A work related injury that causes any loss of time from work beyond the day or shift it occurred and has been deemed by the division designated safety review committee to be preventable by the employee. (A bargaining unit representative to participate in designated committee).
3. Customer Satisfaction		3.1 Supervision review	Use Rating Scale	10%	0 - 1.50	1.51 - 2.99	3.0 - 3.99	4.0 - 5.99	6.0 - 7.0			Supervisor's documented observations including, but not limited to: teamwork, working attitude, communication, organizational skills, punctuality, initiative and expressed LE/COL values.
4. Development		4.1 Individual Development Plan	Meet 90% IDP	10%	≤80%	81 - 85%	86-94%	95-99%	100%			Completing or exceeding agreed standard of annual IDP in the last 12 months. Any adjustment to the plan must be communicated to the employee by the supervisor.

Lakeland Electric PPR Criteria

Delivery

Position	Objective	Measures	Goal	Possible Weight	Failing Score	Unacceptable	Needs Improvement	Standard	Exceed Expectation	Outstanding	Employee Actual	DEFINITIONS	
Electrician 1st Class	1. Productivity	1.1	Call-out response	20%		0 for the year	1 or 2 for the year	1 per 4 months	2 or 3 per 4 months	4 per 4 months OR 2 per 4 months and 80% of 12 months on the "A" Call Out List.		Acceptance of a work call-out after shift hours and reporting to duty within 45 minutes. Stand By will be scheduled and if call out while on Stand By, employee will get credit for metric.	
		1.2	Work orders completed	90%	20%	<80%	80 - 87%	88 - 91%	92 - 95%	> 95%			Percentage of assigned work orders successfully completed. Supervision will be able to excuse non completed work orders for reasons such as being pulled off of the job, etc.
		1.3	Attendance	Personal goal	20%		Over 24 hours unexcused	Any amount of unexcused up to 24 hours	Zero unexcused, 12.0 - 24.0 hours of minor medical in 6 month period OR 20.0 - 40.0 hours of minor medical in 12 month period	6.0 - 11.99 hours of minor medical in 6 month period OR 10.0 - 19.99 hours of minor medical in 12 month period	0.0 - 5.99 hours of minor medical in 6 month period OR 0.0 - 9.99 hours of minor medical in 12 month period		Attendance based on existing Lakeland Electric Sick Leave Policy (excludes FMLA and Funeral Leave)
2. Safety	2.1	Personal Lost Time Incident	Zero Incidents	20%		>1 LTI and multiple safety violations in the last 12 months	1 LTI in the last 12 months	0	0 LTI + safety involvement within work group	0 LTI + safety involvement within work group and division		A work related injury that causes any loss of time from work beyond the day or shift it occurred and has been deemed by the division designated safety review committee to be preventable by the employee. (A bargaining unit representative to participate in designated committee).	
			Use Rating Scale	10%	0 - 1.50	1.51 - 2.99	3.0 - 3.99	4.0 - 5.99	6.0 - 7.0				Supervisor's documented observations including, but not limited to: teamwork, working attitude, communication, organizational skills, punctuality, initiative and expressed LE/COL values.
3. Customer Satisfaction	3.1	Supervision review	Meet 90% IDP	10%	<60%	81 - 85%	86-94%	95-99%	100%			Completing or exceeding agreed standard of annual IDP in the last 12 months. Any adjustment to the plan must be communicated to the employee by the supervisor.	
			Individual Development Plan	10%									

Delivery

Lakeland Electric PPR Criteria													
Position	Objective	Measures	Goal	Possible Weight	Rating	Score	Unacceptable	Needs Improvement	Standard	Exceed Expectation	Outstanding	Employee Atrial	DEFINITIONS
Electrician Apprentice	1. Productivity	1.1 Call-out response	At least 1 per 4 months	20%		0 for the year	1 per 4 months	1 or 2 for the year	1 per 4 months	2 or 3 per 4 months	4 per 4 months OR 2 per 4 months and 80% of 12 months on the "A" Call Out List.		Acceptance of a work call-out after shift hours and reporting to duty within 45 minutes. Stand By will be scheduled and if call out while on Stand By, employee will get credit for metric.
		1.2 Work orders completed	90%	20%		<80%	88 - 91%	80 - 87%		92 - 95%	> 95%		Percentage of assigned work orders successfully completed. Supervision will be able to excuse non-completed work orders for reasons such as being pulled off of the job, etc.
		1.3 Attendance	Personal goal	20%			Over 24 hours unexcused	Any amount of unexcused up to 24 hours	Zero unexcused, 12.0 - 24.0 hours of minor medical in 6 month period OR 20.0 - 40.0 hours of minor medical in 12 month period	6.0 - 11.99 hours of minor medical in 6 month period OR 10.0 - 19.99 hours of minor medical in 12 month period	0 LTI + safety involvement within work group and division	0 LTI + safety involvement within work group and division	
2. Safety	Customer Satisfaction	2.1 Personal Lost Time Incident	Zero Incidents	20%		>1 LTI and multiple safety violations in the last 12 months	1 LTI in the last 12 months	0		0 LTI + safety involvement within work group	0 LTI + safety involvement within work group and division		A work related injury that causes any loss of time from work beyond the day or shift it occurred and has been deemed by the division designated safety review committee to be preventable by the employee. (A bargaining unit representative to participate in designated committee).
		3.1 Supervision review	Use Rating Scale	10%		0 - 1.50	1.51 - 2.99	3.0 - 3.99	4.0 - 5.99	6.0 - 7.0			
4. Development	4.1 Individual Development Plan	Meet 90% IDP	10%			≤80%	81 - 85%	86-94%	95-99%	100%			Completing or exceeding agreed standard of annual IDP in the last 12 months. Any adjustment to the plan must be communicated to the employee by the supervisor.

Delivery

Position	Objective	Measures	Goal	Possible Weight	Rating Scale	Score	Unacceptable	Needs Improvement	Standard	Exceed Expectation	Outstanding	Employee Actual	DEFINITIONS
Electrician Foreman	1. Productivity	1.1 Call-out response	At least 1 per 4 months	20%			0 for the year	1 or 2 for the year	1 per 4 months	2 or 3 per 4 months	≥4 per 4 months OR 2 per 4 months and 80% of 12 months on the "A" Call Out List.		Acceptance of a work call-out after shift hours and reporting to duty within 45 minutes. Stand By will be scheduled and if call out while on Stand By, employee will get credit for metric.
		1.2 Work orders completed	90%	20%			<80%	80 - 87%	88 - 91%	92 - 95%	> 95%		Percentage of assigned work orders successfully completed. Supervision will be able to excuse non completed work orders for reasons such as being pulled off of the job, etc.
		1.3 Attendance	Personal goal	20%				Over 24 hours unexcused	Any amount of unexcused up to 24 hours	Zero unexcused, 12.0 - 24.0 hours of minor medical in 6 month period OR 20.0 - 40.0 hours of minor medical in 12 month period	6.0 - 11.99 hours of minor medical in 6 month period OR 10.0 - 19.99 hours of minor medical in 12 month period	0.0 - 5.99 hours of minor medical in 6 month period OR 0.0 - 9.99 hours of minor medical in 12 month period	
2. Safety	Personal Lost Time Incident	Zero Incidents	20%				>1 LTI and multiple safety violations in the last 12 months	1 LTI in the last 12 months	0	0 LTI + safety involvement within work group	0 LTI + safety involvement within work group and division		A work related injury that causes any loss of time from work beyond the day or shift it occurred and has been deemed by the division designated safety review committee to be preventable by the employee. (A bargaining unit representative to participate in designated committee).
3. Customer Satisfaction	Supervision review	Use Rating Scale	10%				0 - 1.50	1.51 - 2.99	3.0 - 3.99	4.0 - 5.99	6.0 - 7.0		Supervisor's documented observations including, but not limited to: teamwork, working attitude, communication, organizational skills, punctuality, initiative and expressed L/E/COL values.
4. Development	Individual Development Plan	Meet 90% IDP	10%				≤80%	81 - 85%	86-94%	95-99%	100%		Completing or exceeding agreed standard of annual IDP in the last 12 months. Any adjustment to the IDP must be communicated to the employee by the supervisor.

Delivery

Position	Objective	Measures	Goal	Possible Weight	Kaifling Score	Unacceptable	Needs Improvement	Standard	Exceed Expectation	Outstanding	Employee Actual	DEFINITIONS
Electronics/Relay Apprentice	1. Productivity	1.1 Work orders completed	90%	20%	<80%	80 - 87%	88 - 91%	92 - 95%	> 95%			Percentage of assigned work orders successfully completed. Supervision will be able to excuse non completed work orders for reasons such as being pulled off of the job, etc.
		1.2 WO's completed on time	80% within expected time	20%	<70%	70 - 77%	78 - 85%	85 - 93%	>93%			Assigned work orders, jobs, or tasks completed within the assigned time. Supervision will be able to excuse non completed work orders for reasons such as being pulled off of the job, etc.
	1.3 Attendance	Personal goal	20%	Over 24 hours unexcused	Any amount of unexcused up to 24 hours in 12 month period	Zero unexcused, 12.0 - 24.0 hours of minor medical in 6 month period OR 20.0 - 40.0 hours of minor medical in 12 month period	6.0 - 11.99 hours of minor medical in 6 month period OR 10.0 - 19.99 hours of minor medical in 12 month period	0.0 - 5.99 hours of minor medical in 6 month period OR 0.0 - 9.99 hours of minor medical in 12 month period				Attendance based on existing Lakeland Electric Sick Leave Policy (excludes FMLA and Funeral Leave)
2. Safety	2.1 Personal Lost Time Incident	Zero Incidents	20%	>1 LTI and multiple safety violations in the last 12 months	0 LTI in the last 12 months	0 LTI + safety involvement within work group	0 LTI + safety involvement within work group and division					A work related injury that causes any loss of time from work beyond the day or shift it occurred and has been deemed by the division designated safety review committee to be preventable by the employee. (A bargaining unit representative to participate in designated committee).
		Use Rating Scale	10%	0 - 1.50	1.51 - 2.99	3.0 - 3.99	4.0 - 5.99	6.0 - 7.0				Supervisor's documented observations including, but not limited to: teamwork, working attitude, communication, organizational skills, punctuality, initiative and expressed LE/COL values.
3. Customer Satisfaction	3.1 Supervision review	Meet 90% IDP	10%	<80%	81 - 85%	86-94%	95-99%	100%				Completing or exceeding agreed standard of annual IDP in the last 12 months. Any adjustment to the plan must be communicated to the employee by the supervisor.
		Individual Development Plan	10%	<80%	81 - 85%	86-94%	95-99%	100%				Completing or exceeding agreed standard of annual IDP in the last 12 months. Any adjustment to the plan must be communicated to the employee by the supervisor.

Lakeland Electric PPR Criteria

Position	Objective	Measures	Goal	Possible Weight Rating	Unacceptable Score	Needs Improvement	Standard	Exceed Expectation	Outstanding	Employee Actual	DEFINITIONS
Industrial Coatings Specialist	1. Productivity	1.1 Work orders completed	90%	20%	<80%	80 - 87%	88 - 91%	92 - 95%	>95%		Percentage of assigned work orders successfully completed. Supervision will be able to excuse non completed work orders for reasons such as being pulled off of the job, etc.
		1.2 WO's completed on time	80% within expected time	20%	<70%	70 - 77%	78 - 85%	86 - 93%	>93%		Assigned work orders, jobs, or tasks completed within the assigned time. Supervision will be able to excuse non completed work orders for reasons such as being pulled off of the job, etc.
		1.3 Attendance	Personal goal	20%	Over 24 hours unexcused	Any amount of unexcused up to 24 hours	Zero unexcused, 12.0 - 24.0 hours of minor medical in 6 month period OR 20.0 - 40.0 hours of minor medical in 12 month period	6.0 - 11.99 hours of minor medical in 6 month period OR 10.0 - 19.99 hours of minor medical in 12 month period	0.0 - 5.99 hours of minor medical in 6 month period OR 0.0 - 9.99 hours of minor medical in 12 month period		Attendance based on existing Lakeland Electric Sick Leave Policy (excludes FMLA and Funeral Leave)
Customer Satisfaction	2. Safety	2.1 Personal Lost Time Incident	Zero Incidents	20%	>1 LTI and multiple safety violations in the last 12 months	1 LTI in the last 12 months	0	0 LTI + safety involvement within work group	0 LTI + safety involvement within work group and division		A work related injury that causes any loss of time from work beyond the day or shift it occurred and has been deemed by the division designated safety review committee to be preventable by the employee. (A bargaining unit representative to participate in designated committee).
		3.1 Supervision review	Use Rating Scale	10%	0 - 1.50	1.51 - 2.99	3.0 - 3.99	4.0 - 5.99	6.0 - 7.0		Supervisor's documented observations including, but not limited to: teamwork, working attitude, communication, organizational skills, punctuality, initiative and expressed LE/COL values.
Development	4.1 Individual Development Plan	Meet 90% IDP	10%	≤80%	81 - 85%	86-94%	95-99%	100%			Completing or exceeding agreed standard of annual IDP in the last 12 months. Any adjustment to the plan must be communicated to the employee by the supervisor.

Position	Objective	Measures	Goal	Possible Weight	Unacceptable	Needs Improvement	Standard	Exceed Expectation	Outstanding	Employee Actual	DEFINITIONS										
Lakeland Electric PPR Criteria Lead Transmission/Distribution Lineworker	1. Productivity	Call-out response	At least 1 per 4 months	20%	0 for the year	1 or 2 for the year	1 per 4 months	2 or 3 per 4 months	24 per 4 months OR 2 per 4 months and 80% of 12 months on the "A" Call Out List.		Acceptance of a work call-out after shift hours and reporting to duty within 45 minutes. Stand By will be scheduled and if call out while on Stand By, employees will get credit for metric.										
												1.2	Work orders completed	90%	20%	<80%	80 - 87%	88 - 91%	92 - 95%	> 95%	Percentage of assigned work orders successfully completed. Supervision will be able to excuse non completed work orders for reasons such as being pulled off of the job, etc.
	2. Safety	Personal Lost Time Incident	Zero Incidents	20%	>1 LTI and multiple safety violations in the last 12 months	1 LTI in the last 12 months	0	0 LTI + safety involvement within work group	0 LTI + safety involvement within work group and division		A work related injury that causes any loss of time from work beyond the day or shift it occurred and has been deemed by the division designated safety review committee to be preventable by the employee. (A bargaining unit representative to participate in designated committee).										
												3. Customer Satisfaction	Supervision review	Use Rating Scale	10%	0 - 1.50	1.51 - 2.99	3.0 - 3.99	4.0 - 5.99	6.0 - 7.0	Supervisor's documented observations including, but not limited to: teamwork, working attitude, communication, organizational skills, punctuality, initiative and expressed LE/COL values.

Lakeland Electric PPR Criteria

Position	Objective	Measures	Goal	Possible Weight	Rating	Unacceptable	Needs Improvement	Standard	Exceed Expectation	Outstanding	Employee Actual	DEFINITIONS
Lineman 1st Class	1. Productivity	1.1 Call-out response	At least 1 per 4 months	20%		0 for the year	1 or 2 for the year	1 per 4 months	2 or 3 per 4 months	2 or 3 per 4 months	> 4 per 4 months OR 2 per 4 months and 80% of 12 months on the "A" Call Out List.	Acceptance of a work call-out after shift hours and reporting to duty within 45 minutes. Stand By will be scheduled and if call out while on Stand By, employee will get credit for metric.
			90%	20%	<80%	80 - 87%	88 - 91%	92 - 95%	> 95%			Percentage of assigned work orders successfully completed. Supervisor will be able to excuse non completed work orders for reasons such as being pulled off of the job, etc.
			Personal goal	20%	Over 24 hours unexcused	Any amount of unexcused up to 24 hours	Zero unexcused, 12.0 - 24.0 hours of minor medical in 6 month period OR 20.0 - 40.0 hours of minor medical in 12 month period	6.0 - 11.99 hours of minor medical in 6 month period OR 10.0 - 19.99 hours of minor medical in 12 month period	0.0 - 5.99 hours of minor medical in 6 month period OR 0.0 - 9.99 hours of minor medical in 12 month period			Attendance based on existing Lakeland Electric Sick Leave Policy (excludes FMLA and Funeral Leave)
2. Safety	2.1 Personal Lost Time Incident	Zero Incidents	20%	>1 LTI and multiple safety violations in the last 12 months	1 LTI in the last 12 months	0	0 LTI + safety involvement within work group	0 LTI + safety involvement within work group and division				A work related injury that causes any loss of time from work beyond the day or shift it occurred and has been deemed by the division designated safety review committee to be preventable by the employee. (A bargaining unit representative to participate in designated committee).
			10%	0 - 1.50	1.51 - 2.99	3.0 - 3.99	4.0 - 5.99	6.0 - 7.0				Supervisor's documented observations including, but not limited to: teamwork, working attitude, communication, organizational skills, punctuality, initiative and expressed LE/COL values.
3. Customer Satisfaction	3.1 Supervision review	Use Rating Scale	10%									Completing or exceeding agreed standard of annual IDP in the last 12 months. Any adjustment to the plan must be communicated to the employee by the supervisor.
			10%	580%	81 - 85%	86 - 94%	95 - 99%	100%				
4. Development	4.1 Individual Development Plan	Meet 90% IDP	10%									

Delivery

Lakeland Electric PPR Criteria												
Position	Objective	Measures	Goal	Possible Weight	Rating	Unacceptable	Needs Improvement	Standard	Exceed Expectation	Outstanding	Employee Actual	DEFINITIONS
Lineman Apprentice	1. Productivity	1.1 Call-out response	At least 1 per 4 months	20%		0 for the year	1 or 2 for the year	1 per 4 months	2 or 3 per 4 months	24 per 4 months OR 2 per 4 months and 80% of 12 months on the "A" Call Out List.		Acceptance of a work call-out after shift hours and reporting to duty within 45 minutes. Stand By will be scheduled and if call out while on Stand By, employee will get credit for metric.
		1.2 Work orders completed	90%	20%		<80%	80 - 87%	88 - 91%	92 - 95%	> 95%		Percentage of assigned work orders successfully completed. Supervision will be able to excuse non completed work orders for reasons such as being pulled off of the job, etc.
		1.3 Attendance	Personal goal	20%		Over 24 hours unexcused	Any amount of unexcused up to 24 hours	Zero unexcused, 12.0 - 24.0 hours of minor medical in 6 month period OR 20.0 - 40.0 hours of minor medical in 12 month period	6.0 - 11.99 hours of minor medical in 6 month period OR 10.0 - 19.99 hours of minor medical in 12 month period	0.0 - 5.99 hours of minor medical in 6 month period OR 0.0 - 9.99 hours of minor medical in 12 month period		Attendance based on existing Lakeland Electric Sick Leave Policy (excludes FMLA and Funeral Leave)
2. Safety	2.1 Personal Lost Time Incident	Zero Incidents	20%			>1 LTI and multiple safety violations in the last 12 months	1 LTI in the last 12 months	0	0 LTI + safety involvement within work group	0 LTI + safety involvement within work group and division		A work related injury that causes any loss of time from work beyond the day or shift it occurred and has been deemed by the division designated safety review committee to be preventable by the employee. (A bargaining unit representative to participate in designated committee).
4. Development	4.1 Individual Development Plan	Meet 90% IDP	10%			81 - 85%	86-94%	95-99%	100%			Completing or exceeding agreed standard of annual IDP in the last 12 months. Any adjustment to the plan must be communicated to the employee by the supervisor.

Position	Objective	Measures	Goal	Possible Weight	Failing Score	Unacceptable	Needs Improvement	Standard	Exceed Expectation	Outstanding	Employee Actual	DEFINITIONS
Materials Reclaimer	1. Productivity	1.1 Work orders completed	90%	20%	<80%	80 - 87%	88 - 91%	92 - 95%	> 92%			Percentage of assigned work orders successfully completed. Supervision will be able to excuse non completed work orders for reasons such as being pulled off of the job, etc.
		1.2 WO's completed on time	80% within expected time	20%	<70%	70 - 77%	78 - 85%	86 - 93%	>93%			Assigned work orders, jobs, or tasks completed within the assigned time. Supervision will be able to excuse non completed work orders for reasons such as being pulled off of the job, etc.
		1.3 Attendance	Personal goal	20%				Zero unexcused, 12.0 - 24.0 hours of minor medical in 6 month period OR 20.0 - 40.0 hours of minor medical in 12 month period	6.0 - 11.99 hours of minor medical in 6 month period OR 10.0 - 19.99 hours of minor medical in 12 month period	0.0 - 5.99 hours of minor medical in 6 month period OR 0.0 - 9.99 hours of minor medical in 12 month period		
Customer Satisfaction	2. Safety	2.1 Personal Lost Time Incident	Zero Incidents	20%								A work related injury that causes any loss of time from work beyond the day or shift it occurred and has been deemed by the division designated safety review committee to be preventable by the employee. (A bargaining unit representative to participate in designated committee).
		3.1 Supervision review	Use Rating Scale	10%								
Development	4.1 Individual Development Plan		Meet 90% IDP	10%								Completing or exceeding agreed standard of annual IDP in the last 12 months. Any adjustment to the plan must be communicated to the employee by the supervisor.

Delivery

Position	Objective	Measures	Goal	Possible Weight	Rating	Score	Unacceptable	Needs Improvement	Standard	Exceed Expectation	Outstanding	Employee Actual	DEFINITIONS
Meter Technician	1. Productivity	1.1 Work orders completed	90%	20%			<80%	80 - 87%	88 - 91%	92 - 95%	> 95%		Percentage of assigned work orders successfully completed. Supervision will be able to excuse non completed work orders for reasons such as being pulled off of the job, etc.
		1.2 WO's completed on time	80% within expected time	20%			<70%	70 - 77%	78 - 85%	86 - 93%	>93%		Assigned work orders, jobs, or tasks completed within the assigned time. Supervision will be able to excuse non completed work orders for reasons such as being pulled off of the job, etc.
		1.3 Attendance	Personal goal	20%				Over 24 hours unexcused	Any amount of unexcused up to 24 hours	Zero unexcused, 12.0 - 24.0 hours of minor medical in 6 month period OR 20.0 - 40.0 hours of minor medical in 12 month period	6.0 - 11.99 hours of minor medical in 6 month period OR 10.0 - 19.99 hours of minor medical in 12 month period	0.0 - 5.99 hours of minor medical in 6 month period OR 0.0 - 9.99 hours of minor medical in 12 month period	
2. Safety		Personal Lost Time Incident	Zero Incidents	20%			>1 LTI and multiple safety violations in the last 12 months	1 LTI in the last 12 months	0	0 LTI + safety involvement within work group	0 LTI + safety involvement within work group and division		A work related injury that causes any loss of time from work beyond the day or shift it occurred and has been deemed by the division designated safety review committee to be preventable by the employee. (A bargaining unit representative to participate in designated committee).
3. Customer Satisfaction		Supervision review	Use Rating Scale	10%			0 - 1.50	1.51 - 2.99	3.0 - 3.99	4.0 - 5.99	6.0 - 7.0		Supervisor's documented observations including, but not limited to: teamwork, working attitude, communication, organizational skills, punctuality, initiative and expressed LE/COL values.
4. Development	4.1 Individual Development Plan	Meet 90% IDP		10%			580%	81 - 85%	86-94%	95-99%	100%		Completing or exceeding agreed standard of annual IDP in the last 12 months. Any adjustment to the plan must be communicated to the employee by the supervisor.

Lakeland Electric PPR Criteria													
Position	Objective	Measures	Goal	Possible Weight	Rating	Score	Unacceptable	Needs Improvement	Standard	Exceed Expectation	Outstanding	Employee Actual	DEFINITIONS
Operations Support Technician	1. Productivity	1.1	Work orders completed	90%	20%		<80%	80 - 87%	88 - 91%	92 - 95%	> 95%		Percentage of assigned work orders successfully completed. Supervision will be able to excuse non completed work orders for reasons such as being pulled off of the job, etc.
		1.2	WO's completed on time	80% within expected time	20%		<70%	70 - 77%	78 - 85%	86 - 93%	>93%		Assigned work orders, jobs, or tasks completed within the assigned time. Supervision will be able to excuse non completed work orders for reasons such as being pulled off of the job, etc.
	1.3	Attendance	Personal goal	20%			Over 24 hours unexcused	Any amount of unexcused up to 24 hours	Zero unexcused, 12.0 - 24.0 hours of minor medical in 6 month period OR 20.0 - 40.0 hours of minor medical in 12 month period	6.0 - 11.99 hours of minor medical in 6 month period OR 10.0 - 19.99 hours of minor medical in 12 month period	0.0 - 5.99 hours of minor medical in 6 month period OR 0.0 - 9.99 hours of minor medical in 12 month period		Attendance based on existing Lakeland Electric Sick Leave Policy (excludes FMLA and Funeral Leave)
2. Safety	2.1	Personal Lost Time Incident	Zero Incidents	20%			>1 LTI and multiple safety violations in the last 12 months	1 LTI in the last 12 months	0	0 LTI + safety involvement within work group	0 LTI + safety involvement within work group and division		A work related injury that causes any loss of time from work beyond the day or shift it occurred and has been deemed by the division designated safety review committee to be preventable by the employee. (A bargaining unit representative to participate in designated committee).
3. Satisfaction	3.1	Supervision review	Use Rating Scale	10%		0 - 1.50		1.51 - 2.99	3.0 - 3.99	4.0 - 5.99	6.0 - 7.0		Supervisor's documented observations including, but not limited to: teamwork, working attitude, communication, organizational skills, punctuality, initiative and expressed LE/COL values.
4.1	Individual Development Plan	Meet 90% IDP		10%		80%	81 - 85%	86 - 94%	95 - 99%	100%			Completing or exceeding agreed standard of annual IDP in the last 12 months. Any adjustment to the plan must be communicated to the employee by the supervisor.

Lakeland Electric PPR Criteria												
Position	Objective	Measures	Goal	Possible Weight	Rating Score	Unacceptable	Needs Improvement	Standard	Exceed Expectation	Outstanding	Employee Actual	DEFINITIONS
Protective Relay Technician	1. Productivity	1.1 Work orders completed	90%	20%		<80%	80 - 87%	88 - 91%	92 - 95%	> 95%		Percentage of assigned work orders successfully completed. Supervision will be able to excuse non completed work orders for reasons such as being pulled off of the job, etc.
		1.2 WO's completed on time	80% within expected time	20%		<70%	70 - 77%	78 - 85%	86 - 93%	>93%		Assigned work orders, jobs, or tasks completed within the assigned time. Supervision will be able to excuse non completed work orders for reasons such as being pulled off of the job, etc.
	1.3 Attendance	Personal goal	20%			Over 24 hours unexcused	Any amount of unexcused up to 24 hours	Zero unexcused, 12.0 - 24.0 hours of minor medical in 6 month period OR 20.0 - 40.0 hours of minor medical in 12 month period	6.0 - 11.99 hours of minor medical in 6 month period OR 10.0 - 19.99 hours of minor medical in 12 month period	0.0 - 5.99 hours of minor medical in 6 month period OR 0.0 - 12.00 hours of minor medical in 12 month period		Attendance based on existing Lakeland Electric Sick Leave Policy (excludes FMLA and Funeral Leave)
2. Safety	2.1 Personal Lost Time Incident	Zero Incidents	20%			>1 LTI and multiple safety violations in the last 12 months	1 LTI in the last 12 months	0	0 LTI + safety involvement within work group	0 LTI + safety involvement within work group and division		A work related injury that causes any loss of time from work beyond the day or shift it occurred and has been deemed by the division designated safety review committee to be preventable by the employee. (A bargaining unit representative to participate in designated committee).
		Supervision review	Use Rating Scale	10%		0 - 1.50	1.51 - 2.99	3.0 - 3.99	4.0 - 5.99	6.0 - 7.0		Supervisor's documented observations including, but not limited to: teamwork, working attitude, communication, organizational skills, punctuality, initiative and expressed LE/COL values.
3. Customer Satisfaction	3.1 Individual Development Plan	Meet 90% IDP	10%			580%	81 - 85%	86 - 94%	95 - 99%	100%		Completing or exceeding agreed standard of annual IDP in the last 12 months. Any adjustment to the plan must be communicated to the employee by the supervisor.

Delivery

Lakeland Electric PPR Criteria												
Position	Objective	Measures	Goal	Possible Weight	Rating	Unacceptable	Needs Improvement	Standard	Exceed Expectation	Outstanding	Employee Actual	DEFINITIONS
SCADA/EMS Technician	1. Productivity	1.1	Work orders completed	90%	20%	<80%	80 - 87%	88 - 91%	92 - 95%	> 95%		Percentage of assigned work orders successfully completed. Supervision will be able to excuse non completed work orders for reasons such as being pulled off of the job, etc.
		1.2	WO's completed on time	80% within expected time	20%	<70%	70 - 77%	78 - 82%	86 - 93%	>93%		Assigned work orders, jobs, or tasks completed within the assigned time. Supervision will be able to excuse non completed work orders for reasons such as being pulled off of the job, etc.
		1.3	Attendance	Personal goal	20%		Over 24 hours unexcused	Any amount of unexcused up to 24 hours	Zero unexcused, 12.0 - 24.0 hours of minor medical in 6 month period OR 20.0 - 40.0 hours of minor medical in 12 month period	6.0 - 11.99 hours of minor medical in 6 month period OR 10.0 - 19.99 hours of minor medical in 12 month period	0.0 - 5.99 hours of minor medical in 6 month period OR 0.0 - 9.99 hours of minor medical in 12 month period	
2. Safety	2.1	Personal Lost Time Incident	Zero Incidents	20%		>1 LTI and multiple safety violations in the last 12 months	1 LTI in the last 12 months	0	0 LTI + safety involvement within work group	0 LTI + safety involvement within work group and division		A work related injury that causes any loss of time from work beyond the day or shift it occurred and has been deemed by the division designated safety review committee to be preventable by the employee. (A bargaining unit representative to participate in designated committee).
			Supervision review	Use Rating Scale	10%	0 - 1.50	1.51 - 2.99	3.0 - 3.99	4.0 - 5.99	6.0 - 7.0		
3. Customer Satisfaction	3.1	Supervision review	Meet 90% IDP	10%		580%	81 - 85%	86 - 94%	95 - 99%	100%		Completing or exceeding agreed standard of annual IDP in the last 12 months. Any adjustment to the plan must be communicated to the employee by the supervisor.
4. Development	4.1	Individual Development Plan	Meet 90% IDP	10%		580%	81 - 85%	86 - 94%	95 - 99%	100%		Completing or exceeding agreed standard of annual IDP in the last 12 months. Any adjustment to the plan must be communicated to the employee by the supervisor.

Position	Objective	Measures	Goal	Possible/Weight	Rating Scale	Unacceptable	Needs Improvement	Standard	Exceed Expectation	Outstanding	Employee Actual	DEFINITIONS
Special Equipment Operator	1. Productivity	1.1 Call-out response	At least 1 per 4 months	20%		0 for the year	1 or 2 for the year	1 per 4 months	2 or 3 per 4 months	>4 per 4 months OR 2 per 4 months and 80% of 12 months on the "A" Call Out List.		Acceptance of a work call-out after shift hours and reporting to duty within 45 minutes. Stand By will be scheduled and if call out while on Stand By, employee will get credit for metric.
		1.2 Work orders completed	90%	20%		<80%	80 - 87%	88 - 91%	92 - 95%	> 95%		Percentage of assigned work orders successfully completed. Supervision will be able to excuse non completed work orders for reasons such as being pulled off of the job, etc.
		1.3 Attendance	Personal goal	20%			Any amount of unexcused up to 24 hours	Zero unexcused, 12.0 - 24.0 hours of minor medical in 6 months OR 20.0 - 40.0 hours of minor medical in 12 month period	6.0 - 11.99 hours of minor medical in 6 month period OR 10.0 - 19.99 hours of minor medical in 12 month period	0.0 - 5.99 hours of minor medical in 6 month period OR 0.0 - 9.99 hours of minor medical in 12 month period		Attendance based on existing Lakeland Electric Sick Leave Policy (excludes FMLA and Funeral Leave)
Customer Satisfaction	3.1 Supervision review	2.1 Personal Lost Time Incident	Zero Incidents	20%		Over 24 hours unexcused	1 LTI in the last 12 months	0	0 LTI + safety involvement within work group	0 LTI + safety involvement within work group and division		A work related injury that causes any loss of time from work beyond the day or shift it occurred and has been deemed by the division designated safety review committee to be preventable by the employee. (A bargaining unit representative to participate in designated committee).
		3.1 Supervision review	Use Rating Scale	10%		0 - 1.50	1.51 - 2.99	3.0 - 3.99	4.0 - 5.99	6.0 - 7.0		Supervisor's documented observations including, but not limited to: teamwork, working attitude, communication, organizational skills, punctuality, initiative and expressed LE/COL values.
4. Development	4.1 Individual Development Plan	Meet 90% IDP		10%		<80%	81 - 85%	86-94%	95-99%	100%		Completing or exceeding agreed standard of annual IDP in the last 12 months. Any adjustment to the plan must be communicated to the employee by the supervisor.

Position	Objective	Measures	Goal	Possible Weight	Rating Scale	Unacceptable Score	Needs Improvement	Standard	Exceed Expectation	Outstanding	Employee Actual	DEFINITIONS
Traffic Control Foreman	1. Productivity	1.1	At least 1 per 4 months	20%		0 for the year	1 or 2 for the year	1 per 4 months	2 or 3 per 4 months	24 per 4 months OR 2 per 4 months and 80% of 12 months on the "A" Call Out List.	Acceptance of a work call-out after shift hours and reporting to duty within 45 minutes. Stand By will be scheduled and if call out while on Stand By, employee will get credit for metric.	
		1.2	Work orders completed	20%		<80%	80 - 87%	88 - 91%	92 - 95%	> 95%	Percentage of assigned work orders successfully completed. Supervision will be able to excuse non completed work orders for reasons such as being pulled off of the job, etc.	
	1.3	Attendance	Personal goal	20%		Over 24 hours unexcused	Any amount of unexcused up to 24 hours	Zero unexcused, 12.0 - 24.0 hours of minor medical in 6 month period OR 20.0 - 40.0 hours of minor medical in 12 month period	6.0 - 11.99 hours of minor medical in 6 month period OR 10.0 - 19.99 hours of minor medical in 12 month period	0.0 - 5.99 hours of minor medical in 6 month period OR 0.0 - 9.99 hours of minor medical in 12 month period	Attendance based on existing Lakeland Electric Sick Leave Policy (excludes FMLA and Funeral Leave)	
2. Safety	2.1	Personal Lost Time Incident	Zero Incidents	20%		>1 LTI and multiple safety violations in the last 12 months	1 LTI in the last 12 months	0	0 LTI + safety involvement within work group	0 LTI + safety involvement within work group and division		A work related injury that causes any loss of time from work beyond the day or shift it occurred and has been deemed by the division designated safety review committee to be preventable by the employee. (A bargaining unit representative to participate in designated committee).
4. Development	4.1	Individual Development Plan	Meet 90% IDP	10%		<80%	81 - 85%	85-94%	95-99%	100%		Completing or exceeding agreed standard of annual IDP in the last 12 months. Any adjustment to the plan must be communicated to the employee by the supervisor.

Lakeland Electric PPR Criteria													
Position	Objective	Measures	Goal	Possible Weight	Rating	Score	Unacceptable	Needs Improvement	Standard	Exceed Expectation	Outstanding	Employee Actual	DEFINITIONS
Traffic Control Technician	1. Productivity	1.1 Call-out response	At least 1 per 4 months	20%		0 for the year	1 or 2 for the year	1 per 4 months	24 per 4 months OR 2 per 4 months and 80% of 12 months on the "A" Call Out List.				Acceptance of a work call-out after shift hours and reporting to duty within 45 minutes. Stand By will be scheduled and if call out while on Stand By, employee will get credit for metric.
		1.2 Work orders completed	90%	20%		<80%	80 - 87%	88 - 91%	92 - 95%	> 95%			Percentage of assigned work orders successfully completed. Supervision will be able to excuse non completed work orders for reasons such as being pulled off of the job, etc.
		1.3 Attendance	Personal goal	20%					Zero unexcused, 12.0 - 24.0 hours of minor medical in 6 month period OR 20.0 - 40.0 hours of minor medical in 12 month period	6.0 - 11.99 hours of minor medical in 6 month period OR 10.0 - 19.99 hours of minor medical in 12 month period	0.0 - 5.99 hours of minor medical in 6 month period OR 0.0 - 9.99 hours of minor medical in 12 month period		
	2. Safety	2.1 Personal Lost Time Incident	Zero Incidents	20%					>1 LTI and multiple safety violations in the last 12 months	0 LTI + safety involvement within work group	0 LTI + safety involvement within work group and division		A work related injury that causes any loss of time from work beyond the day or shift it occurred and has been deemed by the division designated safety review committee to be preventable by the employee. (A bargaining unit representative to participate in designated committee).
	3. Customer Satisfaction	3.1 Supervision review	Use Rating Scale	10%			1.51 - 2.99	3.0 - 3.99	4.0 - 5.99	6.0 - 7.0			Supervisor's documented observations including, but not limited to: teamwork, working attitude, communication, organizational skills, punctuality, initiative and expressed LE/COL values.
	4. Development	4.1 Individual Development Plan	Meet 90% IDP	10%			81 - 85%	85-94%	95-99%	100%			Completing or exceeding agreed standard of annual IDP in the last 12 months. Any adjustment to the plan must be communicated to the employee by the supervisor.

Lakeland Electric PPR Criteria

Position	Objective	Measures	Goal	Possible/Weight	Rating	Score	Unacceptable	Needs Improvement	Standard	Exceed Expectation	Outstanding	Employee Actual	DEFINITIONS
Troublemaker	1. Productivity	1.1	Call-out response	At least 1 per 4 months	20%		0 for the year	1 or 2 for the year	1 per 4 months	2 or 3 per 4 months	24 per 4 months OR 2 per 4 months and 80% of 12 months on the "A" Call Out List.		Acceptance of a work call-out after shift hours and reporting to duty within 45 minutes. Stand By will be scheduled and if call out while on Stand By, employee will get credit for metric.
		1.2	Work orders completed	90%	20%		<80%	80 - 87%	88 - 91%	92 - 95%	>95%		Percentage of assigned work orders successfully completed. Supervision will be able to excuse non completed work orders for reasons such as being pulled off of the job, etc.
		1.3	Attendance	Personal goal	20%			Over 24 hours unexcused	Any amount of unexcused up to 24 hours	Zero unexcused, 12.0 - 24.0 hours of minor medical in 6 month period OR 20.0 - 40.0 hours of minor medical in 12 month period	6.0 - 11.99 hours of minor medical in 6 month period OR 10.0 - 19.99 hours of minor medical in 12 month period	0.0 - 5.99 hours of minor medical in 6 month period OR 0.0 - 9.99 hours of minor medical in 12 month period	
2. Safety	2.1	Personal Lost Time Incident	Zero Incidents	20%			>1 LTI and multiple safety violations in the last 12 months	1 LTI in the last 12 months	0	0 LTI + safety involvement within work group	0 LTI + safety involvement within work group and division		A work related injury that causes any loss of time from work beyond the day or shift it occurred and has been deemed by the division designated safety review committee to be preventable by the employee. (A bargaining unit representative to participate in designated committee).
4. Development	4.1	Individual Development Plan	Meet 90% IDP	10%			80%	81 - 85%	86-94%	95-99%	100%		Completing or exceeding agreed standard of annual IDP in the last 12 months. Any adjustment to the plan must be communicated to the employee by the supervisor.

Position	Objective	Measures	Goal	Possible Weight	Rating Scale	Unacceptable	Needs Improvement	Standard	Exceed Expectation	Outstanding	Employee Actual	DEFINITIONS
Utility Line Inspector	1. Productivity	1.1 Work orders completed	90%	20%		<80%	80 - 87%	88 - 91%	92 - 95%	> 95%		Percentage of assigned work orders successfully completed. Supervision will be able to excuse non completed work orders for reasons such as being pulled off of the job, etc.
		1.2 WO's completed on time	80% within expected time	20%		<70%	70 - 77%	78 - 83%	86 - 93%	>93%		Assigned work orders, jobs, or tasks completed within the assigned time. Supervision will be able to excuse non completed work orders for reasons such as being pulled off of the job, etc.
		1.3 Attendance	Personal goal	20%		Over 24 hours unexcused	Any amount of unexcused up to 24 hours	Zero unexcused, 12.0 - 24.0 hours of minor medical in 6 month period OR 20.0 - 40.0 hours of minor medical in 12 month period	6.0 - 11.99 hours of minor medical in 6 month period OR 10.0 - 19.99 hours of minor medical in 12 month period	0.0 - 5.99 hours of minor medical in 6 month period OR 0.0 - 9.99 hours of minor medical in 12 month period		Attendance based on existing Lakeland Electric Sick Leave Policy, (excludes FMLA and Funeral Leave)
2. Safety	2.1 Personal Lost Time Incident	Zero Incidents	20%		>1 LTI and multiple safety violations in the last 12 months	0	0 LTI + safety involvement within work group	0 LTI + safety involvement within work group	0 LTI + safety involvement within work group and division			A work related injury that causes any loss of time from work beyond the day or shift it occurred and has been deemed by the division designated safety review committee to be preventable by the employee. (A bargaining unit representative to participate in designated committee).
3. Customer Satisfaction	3.1 Supervision review	Use Rating Scale	10%		0 - 1.50	1.51 - 2.99	3.0 - 3.99	4.0 - 5.99	6.0 - 7.0			Supervisor's documented observations including, but not limited to: teamwork, working attitude, communication, organizational skills, punctuality, initiative and expressed LE/COL values.
4. Development	4.1 Individual Development Plan	Meet 90% IDP	10%		≤80%	81 - 85%	86-94%	95-99%	100%			Completing or exceeding agreed standard of annual IDP in the last 12 months. Any adjustment to the plan must be communicated to the employee by the supervisor.

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Position	Objective	Measures	Goal	Possible/Weight	Rating	Score	Unacceptable	Needs Improvement	Standard	Exceed Expectation	Outstanding	Employee Actual	DEFINITIONS	
Energy Diversion Investigator	1. Productivity	1.1 % of Time Productive	85%	20%	≤80%	79-84%	85%	86-90%	≥91%				THIS IS THE INTERIM PROPOSAL. TO BE REVISITED AT THE TIME OF THE IMPLEMENTATION OF MOBILE. PPR EFFECTIVE UPON RAIFICATION.	
			No more than one (1) per year	10%	more than 2	2	1	0	0				Justified Complaint is measured by determining if an established policy or procedure has been violated. For example, if we have an off-in-error then we are to get the customer back on within one hour. If it takes longer then it is a justified complaint on LE.	
		1.2 Complaints							Zero unexcused, 12.0 - 24.0 hours of minor medical in 6 month period OR 20.0 - 40.0 hours of minor medical in 12 month period	6.0 - 11.99 hours of minor medical in 6 month period OR 10.0 - 19.99 hours of minor medical in 12 month period	0.0 - 5.99 hours of minor medical in 6 month period OR 0.0 - 9.99 hours of minor medical in 12 month period		Attendance based on existing Lakeland Electric Sick Leave Policy (excludes FMLA and Funeral Leave)	
		1.3 Attendance		Personal goal	20%	Over 24 hours unexcused	Any amount of unexcused up to 24 hours							Policy (excludes FMLA and Funeral Leave)
		1.4 Reading Errors on Orders		Not exceed two (2) per year	10%	3.0 or >	2.01 to 2.99	2	1.0 to 1.99	0 to .99				Meter Service Worker or Energy Diversion Investigator either reading meter incorrectly or recording incorrect reading on the service order.
	2. Safety	Personal Lost Time		Zero Incidents	20%	>1 LTI and multiple safety violations in the last 12 months	1 LTI in the last 12 months	0	0 LTI + safety involvement within work group	0 LTI + safety involvement within work group and division				A work related injury that causes any loss of time from work beyond the day or shift it occurred and has been deemed by the division designated safety review committee to be preventable by the employee. (A bargaining unit representative to participate in designated committee).
	3. Customer Satisfaction	Supervision review		Use Rating Scale	10%	0 - 1.50	1.51 - 2.99	3.0 - 3.99	4.0 - 5.99	6.0 - 7.0				Supervisor's documented observations including, but not limited to: teamwork, working attitude, communication, organizational skills, punctuality, initiative and expressed LE/COL values.
	4. Development	Individual Development Plan		Meet 90% IDP	10%	≤80%	81 - 85%	86-94%	95-99%	100%				Completing or exceeding agreed standard of annual IDP in the last 12 months. Any adjustment to the plan must be communicated to the employee by the supervisor.

Lakeland Electric PPR Criteria

Position	Objective	Measures	Goal	Possible/Weight Rating	Unacceptable	Needs Improvement	Standard	Exceed Expectation	Outstanding	Employee Actual	DEFINITIONS	
Meter Reader 0 - 6 months	1. Productivity	Reading Accuracy 1.1 Rate	Improve according to New Employee Expectations List	20%	Below plan > 3 months	Below plan 3 months	At plan 4 of 6 months	At plan 5 of 6 months	At plan 6 of 6 months		Number of accurate reads per meter reading error. Goal is 2000 accurate reads per error. This increases to 2500 per error for meter readers with more than 24 months experience.	
			No more than one (1) per year	10%	more than 2	2	1	0	0	0		Justified Complaint is measured by determining if an established policy or procedure has been violated. For example, if we have an off-in-error then we are to get the customer back on within one hour. If it takes longer then it is a justified complaint on L.E.
			# of Justified Complaints									
	2. Safety	Attendance 1.3	Personal goal	20%	Over 24 hours unexcused	Any amount of unexcused up to 24 hours	Zero unexcused, 12.0 - 24.0 hours of minor medical in 6 month period OR 20.0 - 40.0 hours of minor medical in 12 month period	6.0 - 11.99 hours of minor medical in 6 month period OR 10.0 - 19.99 hours of minor medical in 12 month period	0.0 - 5.99 hours of minor medical in 6 month period OR 0.0 - 9.99 hours of minor medical in 12 month period			Attendance based on existing Lakeland Electric Sick Leave Policy (excludes FMLA and Funeral Leave)
			Improve according to New Employee Expectations List	10%	Below plan > 3 months	Below plan 3 months	At plan 4 of 6 months	At plan 5 of 6 months	At plan 6 of 6 months			Number of meters read per no read or skipped. Goal is to read 100 for every skip. This increases to 125 for every skip for meter readers with more than 24 months experience.
			No Read Rate 1.4									
	3. Customer Satisfaction	Personal Lost Time 2.1 Incident	Zero Incidents	20%	>1 LTI and multiple safety violations in the last 12 months	1 LTI in the last 12 months	0	0 LTI + safety involvement within work group	0 LTI + safety involvement within work group and division			A work related injury that causes any loss of time from work beyond the day or shift it occurred and has been deemed by the division designated safety review committee to be preventable by the employee. (A bargaining unit representative to participate in designated committee). Supervisor's documented observations including, but not limited to: teamwork, working attitude, communication, organizational skills, punctuality, initiative and expressed L.E./COL values.
			Use Rating Scale	10%	0 - 1.50	1.51 - 2.99	3.0 - 3.99	4.0 - 5.99	6.0 - 7.0			Completing or exceeding agreed standard of annual IDP in the last 12 months. Any adjustment to the plan must be communicated to the employee by the supervisor.
			Supervision review 3.1									
	4. Development	Individual Development Plan 4.1	Meet 90% IDP	10%	≤80%	81 - 85%	86 - 94%	95 - 99%	100%			

Lakeland Electric PPR Criteria

Position	Objective	Measures	Goal	Possible/Weight	Rating	Score	Unacceptable	Needs Improvement	Standard	Exceed Expectation	Outstanding	Employee Actual	DEFINITIONS	
Meter Reader 6 - 24 months	1. Productivity	Reading Accuracy	2000 or > for 10 of 12 months	20%			2000 or > for < 9 months	2000 or > for 9 months	2000 or > for 10 months	2000 or > for 11 months	2000 or > for 12 months		Number of accurate reads per meter reading error. Goal is 2000 accurate reads per error. This increases to 2500 per error for meter readers with more than 24 months experience.	
		1.1 Rate												
	6 - 24 months	1.2 Complaints	# of Justified	No more than one (1) per year	5%			more than 2	2	1	0	0		Justified Complaint is measured by determining if an established policy or procedure has been violated. For example, if we have an off-in-error then we are to get the customer back on within one hour. If it takes longer then it is a justified complaint on LE.
			1.2 Complaints											
			1.3 Attendance	Personal goal	20%				Over 24 hours unexcused	Any amount of unexcused up to 24 hours	OR 20.0 - 40.0 hours of minor medical in 12 month period	6.0 - 11.99 hours of minor medical in 6 month period OR 10.0 - 19.99 hours of minor medical in 12 month period	0.0 - 5.99 hours of minor medical in 6 month period OR 0.0 - 9.99 hours of minor medical in 12 month period	
	1.4 No Read Rate		100 or > for 10 of 12 months	10%			Below plan > 3 months	Below plan 3 months	100 or > for 10 months	100 or > for 11 months	100 or > for 12 months		Number of meters read per no read or skipped. Goal is to read 100 for every skip. This increases to 125 for every skip for meter readers with more than 24 months experience.	
		1.5 Re-Reads Worked on your routes	100% generated on your routes	5%			< 85%	85 - 94%	95 - 105%	106 - 115%	> 115 %		Number of re-reads worked in the field divided by total number of re-reads generated on an individual's routes.	
2. Safety	2.1 Incident	Personal Lost Time	Zero Incidents	20%			> 1 LTI and multiple safety violations in the last 12 months	1 LTI in the last 12 months	0	0 LTI + safety involvement within work group	0 LTI + safety involvement within work group and division		A work related injury that causes any loss of time from work beyond the day or shift it occurred and has been deemed by the division designated safety review committee to be preventable by the employee. (A bargaining unit representative to participate in designated committee).	
		3.1 Supervision review	Use Rating Scale	10%			0 - 1.50	1.51 - 2.99	3.0 - 3.99	4.0 - 5.99	6.0 - 7.0		Supervisor's documented observations including, but not limited to: teamwork, working attitude, communication, organizational skills, punctuality, initiative and expressed LE/COL values.	
4. Development	4.1 Individual Development Plan	Meet 90% IDP	10%				< 80%	81 - 85%	86 - 94%	95 - 99%	100%		Completing or exceeding agreed standard of annual IDP in the last 12 months. Any adjustment to the plan must be communicated to the employee by the supervisor.	

Lakeland Electric PPR Criteria

Position	Objective	Measures	Goal	Possible/Weight Rating	Score	Unacceptable	Needs Improvement	Standard	Exceed Expectation	Outstanding	Employee Actual	DEFINITIONS	
Meter Reader over 24 months	1. Productivity	Reading Accuracy 1.1 Rate	2500 or > for 10 of 12 months	20%		2500 or > for < 9 months	2500 or > for 9 months	2500 or > for 10 months	2500 or > for 11 months	2500 or > for 12 months		Number of accurate reads per meter reading error. Goal is 2000 accurate reads per error. This increases to 2500 per error for meter readers with more than 24 months experience.	
			No more than one (1) per year	5%		more than 2		1		0	0		Justified Complaint is measured by determining if an established policy or procedure has been violated. For example, if we have an off-in-error then we are to get the customer back on within one hour. If it takes longer then it is a justified complaint on L.E.
	1.3 Attendance	Personal goal	20%				Over 24 hours unexcused	Any amount of unexcused up to 24 hours	Zero unexcused, 12.0 - 24.0 hours of minor medical in 6 month period OR 20.0 - 40.0 hours of minor medical in 12 month period	6.0 - 11.99 hours of minor medical in 6 month period OR 10.0 - 19.99 hours of minor medical in 12 month period	0.0 - 5.99 hours of minor medical in 6 month period OR 0.0 - 9.99 hours of minor medical in 12 month period		Attendance based on existing Lakeland Electric Sick Leave Policy (excludes FMLA and Funeral Leave)
			100 or > for 10 of 12 months	5%		125 or > for < 9 months	125 or > for 9 months	125 or > for 10 months	125 or > for 11 months	125 or > for 12 months	125 or > for 12 months		Number of meters read per no read or skipped. Goal is to read 100 for every skip. This increases to 125 for every skip for meter readers with more than 24 months experience.
			100% generated on your routes	5%		< 85%	85 - 94%	95 - 105%	106 - 115%	> 115 %			Number of re-reads worked in the field divided by total number of re-reads generated on an individual's routes.
2. Safety	Personal Lost Time 2.1 Incident	20%				> 1 LTI and multiple safety violations in the last 12 months	1 LTI in the last 12 months	0	0 LTI + safety involvement within work group	0 LTI + safety involvement within work group and division		A work related injury that causes any loss of time from work beyond the day or shift it occurred and has been deemed by the division designated safety review committee to be preventable by the employee. (A bargaining unit representative to participate in designated committee). Supervisor's documented observations including, but not limited to: teamwork, working attitude, communication, organizational skills, punctuality, initiative and expressed LE/COL values.	
		3.1 Supervision review	Use Rating Scale	10%		0 - 1.50	1.51 - 2.99	3.0 - 3.99	4.0 - 5.99	6.0 - 7.0		Measure of the frequency of assistance provided to co-workers to complete the reading of a route and whether the help was voluntary or directed.	
3. Customer Satisfaction	3.2 Route Assistance	Assist others when needed	5%			Never available	Rarely available	Helps when directed	Often volunteers	Always volunteers		Completing or exceeding agreed standard of annual IDP in the last 12 months. Any adjustment to the plan must be communicated to the employee by the supervisor.	
		4.1 Individual Development Plan	Meet 90% IDP	10%		≤ 80%	81 - 85%	86 - 94%	95 - 99%	100%			

Lakeland Electric PPR Criteria

Position	Objective	Measures	Goal	Possible Weight	Score	Unacceptable	Needs Improvement	Standard	Exceed Expectation	Outstanding	Employee Actual	DEFINITIONS
Meter Service Worker	1. Productivity	1.1 % of Time Productive	85%	20%	≤80%	79-84%	85%	5.0 to 5.99	86-90%	≥91%		THIS IS THE INTERIM PROPOSAL . TO BE REVISITED AT THE TIME OF THE IMPLEMENTATION OF MOBILE. PPR EFFECTIVE UPON RATIFICATION.
		1.4 Jobs per Hour	5.0 to 5.99	20%	less than 4.5	4.5 to 4.99	6.0 to 6.5	6.0 - 11.99 hours of minor medical in 6 month period OR 10.0 - 19.99 hours of minor medical in 12 month period	6.0 - 7.0	greater than 6.5		Calculated by totaling the number of service orders completed in a period by the total number of hours worked including overtime. Goal is 5.0 to 5.99 orders per hour per worker.
		1.5 Attendance	Personal goal	20%	Over 24 hours unexcused	Any amount of unexcused up to 24 hours	Zero unexcused, 12.0 - 24.0 hours of minor medical in 6 month period OR 20.0 - 40.0 hours of minor medical in 12 month period	0.0 - 5.99 hours of minor medical in 6 month period OR 0.0 - 9.99 hours of minor medical in 12 month period				
2. Safety	Personal Lost Time 2.1 Incident	Zero Incidents	20%	>1 LTI and multiple safety violations in the last 12 months	1 LTI in the last 12 months	0 LTI + safety involvement within work group	0 LTI + safety involvement within work group and division					A work related injury that causes any loss of time from work beyond the day or shift it occurred and has been deemed by the division designated safety review committee to be preventable by the employee. (A bargaining unit representative to participate in designated committee).
3. Customer Satisfaction	3.1 Supervision review	Use Rating Scale	10%	0 - 1.50	1.51 - 2.99	3.0 - 3.99	4.0 - 5.99	6.0 - 7.0				Supervisor's documented observations including, but not limited to: teamwork, working attitude, communication, organizational skills, punctuality, initiative and expressed LE/COL values.
4. Development	4.1 Development Plan	Meet 90% IDP	10%	≤80%	81 - 85%	86-94%	95-99%	100%				Completing or exceeding agreed standard of annual IDP in the last 12 months. Any adjustment to the plan must be communicated to the employee by the supervisor.

Lakeland Electric PPR Criteria

Position	Objective	Measures	Goal	Possible/Weight	Rating	Score	Unacceptable	Needs Improvement	Standard	Exceed Expectation	Outstanding	Employee Actual	DEFINITIONS
Lineman Trainer	1. Productivity	Hours of class/field training conducted	1000 hours	20%			<899 hours	900 - 949 hours	950 - 1050 hours	1051 - 1100 hours	≥1101 hours		Hours of training conducted as documented by supervisor, based on required hours for Apprentice modules and sign in sheets for non-Apprentice program training conducted.
		Personal Interaction with crews regarding needed training and											Hours of personal interaction with crews documented by supervision discussing needed crew training and how the apprentices are progressing along with additional training they may need.
	1.2. Apprentice performance	200 Hours	20%				<179 hours	180-189 hour	190-210 hours	211-220 hours	≥221 hours		Attendance based on existing Lakeland Electric Sick Leave Policy (excludes FMLA and Funeral Leave)
	1.3. Attendance	Personal goal	20%				Over 24 hours unexcused	Any amount of unexcused up to 24 hours	Zero unexcused, 12.0 - 24.0 hours of minor medical in 6 month period OR 20.0 - 40.0 hours of minor medical in 12 month period	6.0 - 11.99 hours of minor medical in 6 month period OR 10.0 - 19.99 hours of minor medical in 12 month period	0.0 - 5.99 hours of minor medical in 6 month period OR 0.0 - 9.99 hours of minor medical in 12 month period		
2. Safety	2.1 Incident	Personal Lost Time	Zero Incidents	20%			>1 LTI and multiple safety violations in the last 12 months	1 LTI in the last 12 months					A work related injury that causes any loss of time from work beyond the day or shift it occurred and has been deemed by the division designated safety review committee to be preventable by the employee. (A bargaining unit representative to participate in designated committee).
		Supervision review	Use Rating Scale	10%			0 - 1.50	1.51 - 2.99	3.0 - 3.99	4.0 - 5.99	6.0 - 7.0		Supervisor's documented observations including, but not limited to: teamwork, working attitude, communication, organizational skills, punctuality, initiative and expressed LE/COL values.
4. Development	4.1. Plan	Individual Development Plan	Meet 90% IDP	10%			≤80%	81 -85%	86-94%	95-99%	100%		Completing or exceeding agreed standard of annual IDP in the last 12 months. Any adjustment to the plan must be communicated to the employee by the supervisor.

ARTICLE 46. TERM OF AGREEMENT

This Agreement shall be in full force and effect from 12:01 a.m. on the day after ratification by the City and the UWUA, whichever is later, and shall extend until 11:59 p.m. on September 30, 2011. Either party hereto may, at least 90 days but no more than 150 days prior to the normal close of business on September 30, 2011, notify the other party in writing of its intention and desire to modify this Agreement (other than the termination date). Each party is to submit a good faith outline of issues to be bargained. Impasse procedures shall apply only to those articles or issues raised by either party in the notice which are mandatory subjects of bargaining.

The foregoing amended collective bargaining agreement has been ratified by the members of the collective bargaining unit on Oct. 8, 2009.

Rob Upthegrove, President, Local 604
Utility Workers Union of America

Dated: _____

Steven Van Slooten

Steven Van Slooten, Exec. Vice-President
Utility Workers Union of America

Dated: October 15, 2009

The foregoing amended collective bargaining agreement has been ratified by the City Commission of the City of Lakeland on _____, 20 .

Ralph L. Fletcher
Mayor of the City of Lakeland

Dated: _____

Doug Thomas
City Manager, City of Lakeland

Dated: _____

Attest: _____
Kelly S. Koos
City Clerk

Approved as to form and correctness:

Timothy J. McCausland
City Attorney