

MEMORANDUM OF UNDERSTANDING

Between
The City of Lake Worth Beach
And
International Brotherhood of Electrical Workers Local 359-3

WHEREAS, the International Brotherhood of Electrical Workers Local 359-3 (“IBEW”) ratified a tentatively agreed collective bargaining agreement with the City of Lake Worth Beach (“City”) on November 15, 2021;

WHEREAS, the tentatively agreed collective bargaining agreement was ratified by the City Commission on December 7, 2021.

WHEREAS, the collective bargaining agreement ratified by both parties includes provisions relating to overtime; and

WHEREAS, the Troublemens are seeking parity in overtime opportunities with other job classifications when the Troublemans with the lowest amount of overtime is on shift and the shift to be filled immediately follows that shift.

NOW THEREFORE, the IBEW and City agree that the following will resolve the matter and complies with the collective bargaining agreement.

1. When a Troublemans is working on shift and a call-out occurs requiring coverage for the shift immediately following the shift worked, and the Troublemans working on shift is also the Troublemans with the lowest overtime willing to accept the assignment, the City will allow the Troublemans to fill the shift from 10:00 a.m./p.m. until the end of the shift provided the City can fill the hours from 6:00a.m./p.m. until 10:00 a.m./p.m. with another employee. If the City is unable to fill the 4-hour gap after one pass through the overtime list, the City will fill the full Troublemans shift with another employee in accordance with the Distribution of Overtime, Attachment B, of the collective bargaining agreement.

2. The parties agree that the foregoing method is to provide more overtime opportunities for Troublemens while not causing any employee to work in excess of 16 consecutive hours.

3. The parties further agree that the City generally shall not fill overtime shifts by “splitting” the shift unless as contemplated in Paragraph 1. If an employee is not working on the shift immediately preceding the shift for which overtime is needed to cover a call out, the employee accepting the overtime must accept the full shift.

4. This Memorandum of Understanding shall automatically expire upon the effective date of a new collective bargaining agreement ratified by both parties.

This Memorandum of Understanding was ratified by the IBEW membership on June 3, 2023 and by the City Commission on _____, 2023.

CITY OF LAKE WORTH BEACH:

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS LOCAL 359-3:**

By: _____
Betty C. Resch
Mayor of the City of Lake Worth Beach

By: Ivan Soriano
Ivan Soriano, Business Manager
Local 359-3