

**Collective Bargaining Agreement**

**Between**

**The City of Lake Worth Beach**

**And**

**The Lake Worth Beach Public Employees Union**

**Expires September 30, 2024**

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## **Agreement**

This contract is between the City of Lake Worth Beach, hereafter referred to as the City and Public Employees Union, as the exclusive bargaining agent of the employees described in the certification issued by the Public Employees Relations Commission in Case No 93E-243, issued October 26, 1993, as amended by Order 94E-212 issued August 3, 1994, and Order 95E-096 issued April 01, 1995.

The right of persons to work shall not be denied or abridged on account of membership or non-membership in any labor organization. The right of the employees, by and through a labor organization, to bargain collectively shall not be denied or abridged. Public employees shall not have the right to strike.

The collective bargaining rights of the City, Union and employees shall be as provided in Chapter 447, Part II, Florida Statutes.

### **Preamble**

WHEREAS, it is recognized by the parties hereto that the declared public policy in the state and the purpose of Part II chapter 447, Florida statutes, is to provide statutory implementation of Section 6, Article 1 of the Constitution State of Florida, and to promote harmonious and cooperative relationships between City government and its employees, both collectively and individually, and to protect the public by assuring, at all times, the uninterrupted operations and functions of City government; and

WHEREAS, it is the intent of the parties to this Agreement to set forth the entire Agreement with respect to matters within the scope of negotiations; and

WHEREAS, the above language is a statement of intent and therefore not subject to the grievance procedure as outlined in Article 10.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties do agree to the languages as contained in the following articles.

### **Scope of Bargaining**

The Scope of Collective Bargaining between the City and the Union shall be wages, hours, terms and conditions of employment of the employees and all other mandatory and/or permissible subjects of bargaining within the Chapter 447 of the Florida Statutes.

In the event either or both parties during the course of the negotiations makes a declaration of impasse, the parties agree that such impasse shall follow the steps as set forth in FS 447.403.

## **Article One – Recognition**

### **Section 1 – Inclusions**

- A. The City hereby recognizes the Public Employees Union (PEU) as the exclusive representative for the purposes of collective bargaining with respect to wages, hours and terms and conditions of employment for all persons included in the bargaining unit as determined by PERC.
- B. This Agreement includes the full-time employees in the classifications and positions described in the certification issued by the Public Employees Relations Commission in Case No 93E-243, issued October 26, 1993, as amended by Order 94E-212 issued August 3, 1994, and Order 95E-096 issued April 01, 1995, as amended from time to time..

### **Section 2 – Exclusions**

Specifically excluded are managerial employees and confidential employees and any other employees represented by another exclusive bargaining agent.

### **Section 3 – New Positions/Classes**

- A. When a new position is created in a classification that is included in the bargaining unit, and the City believes that the position should be excluded from the unit, the Union will be notified by being given a copy of the City's application to PERC seeking exclusion of the position from the unit.
- B. When the City establishes a new classification that would be included in the unit, the Union will be given advance notice in writing as to the City's determination of the unit into which the new classification will be assigned.
- C. The parties shall submit appropriate unit clarification petitions to PERC when positions are created. If a dispute arises as to the bargaining unit assignment under (A) or (B) above, the matter shall be resolved by PERC in accordance with its rules.

## **Article 2 – Gender Reference**

All references in this Agreement to employees shall be construed to include all genders.

## **Article 3 - Dues Check-off**

### **Section 1 – Deductions**

- A. During the term of this Agreement, the City, by and through its respective agencies agrees to deduct Union membership dues, uniform assessments, if any, as provided for in Section 447.303, Florida Statutes, and mutually agreed by the City and Union, in an amount established by the Union and certified in writing by a duly authorized officer of the Union to the City, from the pay of those employees in the Unit who individually make such request on a written check-off authorization form provided by the Union. Such deduction will be made by the agency when other payroll deductions are made and will begin with the pay for the first full pay period following receipt of the authorization by the City.
- B. The Union shall advise the City of any uniform assessment or increase in dues in writing at least thirty (30) days prior to the effective date.
- C. This article applies only to the deduction of membership dues and uniform assessments, if any, and shall not apply to the collection of any fines, penalties, or special assessments.
- D. Deduction of membership dues shall be charged an administrative fee of \$.10 per member per month. A fee of \$1.50 will be charged for each deletion or addition caused by a change in membership.
- E. Employee organizational dues deduction will be provided for the certified bargaining agent only.

### **Section 2 – Remittance**

- A. Deductions of dues and uniform assessments, if any, shall be remitted exclusively to a duly authorized representative as designated in writing by the Union, by the City, on a biweekly cycle along with a list containing names, division and amount deducted of the employees for whom the remittance is made.
- B. Employees' transfers or promotions within the certified bargaining unit shall not require the submission of new dues authorization forms.

### **Section 3 – Termination of Deduction**

Deduction for Union dues and/or uniform assessments shall continue until either:

1. revoked by the employee by providing the City and the Union with 30 days written notice of terminating the check-off authorization;



2. revoked pursuant to Section 447.507, Florida Statutes;
3. the termination of employment; or
4. The transfer, promotion, or demotion of the employee out of this bargaining unit.

**Section 4 – No Deduction for Fines/Penalties**

The City shall not deduct any Union fines, penalties or special assessments from the pay of any employee.

## **Article 4 – Non Discrimination**

The City and Union each warrants and represents that all of its employees are treated equally during employment without regard to race, sex, sexual orientation, gender identity or expression, color, religion, disability, genetic information, age, marital status, familial status, national origin, ancestry, or other category protected by applicable law; and that no person shall, based on any of these grounds be excluded from the benefits of, or be subject to any form of discrimination under any activity carried out by the performance of this agreement.

### **Section 1 - Discrimination**

- A. No person seeking appointment to the City or employed therein, shall in any way be discriminated against because of race, sex, sexual orientation, gender identity or expression, color, religion, disability, genetic information, age, marital status, familial status, national origin, or ancestry, or other category protected by applicable law, where the person is able to perform the essential functions of the job being sought.
  
- B. Employee shall have and retain all rights guaranteed by the United States Constitution, Constitution of the State of Florida, City of Lake Worth Beach Policies and Regulations, and all applicable statutes.

### **Section 2 - -Union Activity**

- A. Neither the City nor the Union shall interfere with the rights of employees covered by this Agreement to become or refrain from becoming members of the Union.
  
- B. Claims of Union discrimination against the City, its officers or representatives, shall be reviewable either under the provisions of Article 10 (Grievance Procedure) of this Agreement or through the Public Employees Relations Commission.

## Article 5 - Union Rights

- A. The Union shall designate one representative as Lead Delegate for the City of Lake Worth Beach. They shall also designate one Delegate in each department and one Delegate for each division, except for those departments which are in one location where there will be one Delegate.
- B. Reasonable access to employee work locations shall be granted officers of the Union and their officially designated Lead Delegate and Delegates for the purpose of processing grievances or contacting members of the Union concerning business within the scope of representation. Such officers, Lead Delegate and Delegates shall not enter any work location without the consent of the City Manager or designee. The City agrees that an accredited representative of the Union, whether local, state, or national, has access to City facilities where employees are employed but shall only meet with the employee during nonworking hours. Access shall be restricted so as not to interfere with the normal operations of the department or with established safety or security requirements.
- C. The Lead Delegate will, under normal circumstances, be granted leave without pay for attendance at regularly scheduled Union seminars and conventions. If the Union desires, the City will provide administrative leave to the Delegates and the Union will reimburse the City for wages. Leave granted under this paragraph will not exceed seven (7) days per Fiscal year.
- D. The Lead Delegate shall be granted four (4) hours of administrative leave per month to conduct Union business.
- E. During contract negotiations, the City shall allow up to three (3) Union members in an active pay status to participate: these hours shall not count as hours worked for the purpose of computing overtime.
- F. The City shall at the Union's request provide space for membership meetings as space and scheduling permit. The Union will provide the City Manager or designee within five (5) calendar days' notice of any meeting. Permission may be withdrawn if the room is required for another use. The Union agrees to leave the meeting room in its original condition at the end of the meeting and will be responsible for damage committed within.
- G. Solicitation of any and all kinds by the Union, including but not limited to the solicitation of membership, grievances and the collection Union monies, shall not be engaged in during working hours. Union Delegates may conduct Union business, such as formal grievance investigations, representation of employees at grievance hearings and meetings with City management during working hours only with the approval of their supervisor or other authorized City management. Such approval shall not be unreasonable withheld. The City and Union further agree that utilizing City equipment or vehicles for Union business is strictly

prohibited except where attendance by Union representatives, during their duty hours, is required and approved by City management.

## **Article 6 - Employee, Management and Union Communications**

### **Section 1 - Personnel Policies and Procedure**

The City will notify the Union in writing of any proposed changes or revisions in Personnel Policies and Procedures applicable to employees.

### **Section 2 - Labor Management Communication Meetings**

- A. The City and the Union mutually desire to foster ongoing communication between Managers/Supervisors and Leadership to effectively maintain labor management relations and develop the skills and competencies of the Managers/Supervisors to articulate workplace concerns through the creation of a Labor Management Committee.
- B. The purpose of the Committee is to discuss and explore matters raised by members of the Committee and/or referred by the parties to this Agreement. The Committee by mutual agreement, shall be authorized to make recommendations on matters that have been discussed, explored and studied. In order to have frank and open discussion, the Committee shall have no authority to change, delete or modify any of the terms of the existing City/Union Agreement. No such meeting shall be used for the purpose of discussing pending grievances or for negotiation purposes. No later than seven (7) calendar days prior to the scheduled meeting date, the parties shall exchange agendas indicating matters they wish to discuss.
- C. Any decision(s) reached through consultation meetings shall be reduced to writing by the City and a copy shall be furnished to the Union. The Committee will be without authority to alter change or amend any terms or conditions of employment.
- D. The Committee shall be comprised of eight (8) members: four (4) representing the Union and four (4) representing the City. The Union Committee shall include four (4) members of the bargaining unit including the Executive Director or designee of the Local Union and three (3) Union Representatives. The City Committee shall include the Human Resources Director and three (3) members of the Leadership Team selected by the Human Resources Director or designee.
- E. Chairing the meeting shall alternate between a City representative and a representative appointed by the Union. The representative appointed as Chair shall serve a term commencing with the close of the meeting at which the appointment is announced and continue until the end of the next meeting.
- F. Meetings shall be held on a day designated by the Chair during the first calendar week of the month. Interim meetings may be held if mutually agreed to by the Committee. Meetings shall

be conducted in the workplace unless otherwise agreed to. Human Resources will assist the Union Chair in securing available meeting space.

### **Section 3 - Bulletin Boards**

- A. The Union shall be entitled to the reasonable use of assigned bulletin boards at all offices in work locations where they are established, or the Union may furnish a bulletin board for its use of a type and in an area approved by the Human Resources Director.
- B. These bulletin boards shall be used for posting Union notices but restricted to:
  - 1. Notices of Union elections and results of such elections
  - 2. Notices of Union recreational or social affairs
  - 3. Notices of Union appointments and other official Union business
  - 4. Notices of Union meetings
  - 5. Union Benefits
  - 6. Union Newsletter
- C. Notices posted on these bulletin boards shall not contain anything political reflecting adversely on the City or any of its officers or employees: nor shall any posted material violate or have the effect of violating any law, rule or regulation.
- D. Notices submitted for posting must be dated and bear the signature of the Union's authorized representative and must be removed within thirty (30) days unless granted express permission by the Human Resources Director. Such permission shall not be unreasonably denied. Permanent benefits provided by the Union will not be held to thirty (30) days.

### **Section 4 - Position Classifications**

The City will ensure that all position classifications are posted on the Human Resource web page.

### **Section 5- - Representative Access**

- A. The City agrees that accredited representatives of the Union, whether local, state or national Union representatives, shall have access to the premises of the City where bargaining unit members are employed, consistent with applicable law.
- B. If any area of the City's premises is restricted to the public, and if employees are not accessible during their scheduled break times or lunch during their shift, permission may be requested to enter such areas and such permission will not be unreasonably denied. Such access shall be during the regular working hours of the employee.

## Article 7 - Employee Rights

- A. Employees covered by this Agreement shall have the protection afforded to them by this collective bargaining agreement consistent with the provisions of law. All provisions not addressed in this Agreement shall be governed by the City's Employee Personnel Policies Handbook, as amended from time to time.
- B. An employee is entitled to Union representation in any meeting with management or its representative, in which the employee reasonably believes may lead to a disciplinary action. Prior to any such meeting management must notify the employee and any then current Union Coordinator or their designee of the purpose of the meeting and of the right to representation. When a Union Coordinator is absent, the Union Coordinator shall notify the Human Resources Director the name of the designee.
- C. The private and personal life of any employee is not normally within the appropriate concern or attention of the employer. However, if an incident arises, that in the opinion of the City Leadership that is either unlawful, improper, or otherwise detrimental to the City's reputation, the City may exercise its administrative prerogatives. Any action taken against such employee shall be subject to the grievance and/or arbitration procedure.
- D. Unless required by court order or applicable law the City shall not assist a creditor in collecting any debt. A debt complaint shall not be the basis of disciplinary action initiated against an employee.
- E. Employee participation in charitable drives is voluntary.
- F. Each employee shall be provided a copy of the current job description upon request. An employee assigned duties which are not reasonably related to the job description, or for which the employee has not had training, will not be negatively evaluated for the performance of such duties.
- G. No employee shall have disciplinary action imposed based on anonymous sources without appropriate investigation. Employees making reports or complaints shall not be guaranteed anonymity or confidentiality. However, where an employee makes a complaint or report regarding a supervisor, the City may maintain confidentiality to the extent consistent with Florida's Public Records laws. Human Resources shall generally conduct employee investigations or may delegate same to the Internal Auditor or outside agencies, entities or consultants.
- H. The Union representative shall be provided copies of job descriptions covered by collective bargaining units upon request. The Union representative will be notified of any proposed changes to job descriptions or new job descriptions for positions covered by collective

bargaining units and any impact of proposed changes shall be bargained prior to implementation, in accordance with Article 8, Section 2.B.

- I. To the extent of any conflict between this Agreement and any resolutions, regulations, policies, and practices of the City (except those related to safety), promulgated and adopted by the City, this Agreement shall control. However, nothing herein shall be construed to waive or limit any of the City's management rights or other rights retained herein or otherwise provided by law including, but not limited to, those provided for in Chapter 447, Florida Statutes.



## **Article 8 - Management Rights**

### **Section 1**

It is recognized that all management functions, whether or hereafter exercised and regardless of the frequency or infrequency of their exercise, including but not limited to full and exclusive control, direction and supervision of operations and transfer of employees, are vested solely in the Employer.

### **Section 2**

Except as otherwise modified by this Agreement and without limiting the provisions of Section 1, but in order to clarify some of the more important rights retained by management, the Employer shall have the right to:

- A. Determine the qualifications for and hire new employees;
- B. Determine the number of employees it shall employ, establish new jobs, abolish or change existing jobs, employees and working hours. The Union representative will be notified of any proposed changes; any impact of proposed changes shall be bargain prior to implementation;
- C. Determine what services it shall perform and the standard of performance for employees. Employee shall be uniformly and objectively evaluated on a standard set of criteria;
- D. Maintain order and efficiency in its operation;
- E. Determine the type or types of vehicles, machinery, and equipment to be used and by whom and when to be operated;
- F. Hire, lay off, recall, assign, transfer, promote, demote, suspend, discipline, or discharge employees for just cause;
- G. Determine the method or methods by which work is carried out and done, the method of operation, the materials and equipment used in the operation, and the schedules of operation;
- H. Change process by which work is carried out and done, the method of operation, the materials and equipment used in the operation, schedules of operation;
- I. Determine its financial policy;
- J. Determine the qualifications for and select it supervisory, clerical, professional, custodial, and management employees;

- K. Transfer its operation or relocate its operation;
- L. Establish work starting and ending times;
- M. Establish reasonable times and quality standards within each classification for each work operation.

Consistent with applicable laws, nothing in this section shall preclude management's responsibility for bargaining any subject which may alter the wages, hours and terms and conditions of employment of bargaining unit employees.

### **Section 3**

The Employer reserves and retains in full and completely, any and all managerial rights, prerogatives and privileges, except to the extent that such rights prerogatives and privileges are specifically limited by some express provision of this Agreement.

### **Section 4**

Consistent with the other provisions of this Agreement, the Employer may assign to any employee work which is not normally performed by the employee, provided such work is within the scope of their assigned department.

### **Section 5**

If, in the sole discretion of the City, it is determined that emergency conditions exist, including but not limited to riots, civil disorders, hurricane conditions, national emergencies impacting local conditions, or similar circumstances, the provisions of this Agreement may be suspended by the City during the emergency conditions provided that wage rates and monetary fringe benefits shall not be suspended.

**Article 9 - Changes in Past Practices/Terms/Conditions of Employment**

Bargaining unit past practices as related to wages, hours, and terms and condition of employment shall not be changed without bargaining unless the practices, terms, and conditions of employment have been altered or changed by this Agreement.

## **Article 10 - Grievance Procedures**

It is the declared objective of the parties to encourage the prompt and informal resolution of employee complaints as they arise and to provide recourse to orderly procedures for the satisfactory adjustments of complaints.

### **Section 1 – Definitions**

- A. A “grievance” is defined as a misapplication or misinterpretation of the specific terms of this Agreement.
- B. “Employee” shall mean a non-probationary individual employee having a grievance or a probationary individual having a grievance which does not involve discipline.
- C. “Days” shall mean work days, excluding any days observed by the City as a holiday for City employees.
- D. “Required Participant” means any employee whose presence at a grievance meeting has been determined necessary by the City or the Union.
- E. “Union Representative” means any Union designated representative.

### **Section 2 - Election of Remedy**

An employee shall have the option of utilizing the unfair labor practice procedure as provided in Chapter 447, Florida Statutes or this grievance procedure, but such employee is precluded from using more than one procedure to address the same or similar complaints and issues.

### **Section - 3 Union Representation**

- A. An employee who decides to use this grievance procedure shall indicate at Step 1 (or other initial written step as authorized by the provision of this Article) whether or not the employee shall be represented by the Union. When an employee has elected Union representation, both the employee and Union representative shall be notified of any Step 1 meetings. Further, any written communication concerning the grievance or its resolution shall be sent to both the employee and the Union Representative, and any decision mutually agreed to by the City and the Union shall be binding on the employee.
- B. If the employee is not represented by the Union, any adjustment of the grievance shall be consistent with the terms of this collective bargaining agreement. Further, the Union shall be given reasonable opportunity to be present at any meeting called for the resolution of such

grievance. An employee using this procedure in the processing of a grievance will be bound by the procedure established by the parties to the Agreement.

- C. The Executive Director of the Union shall furnish to the City a list of the Union Representatives and the City will not recognize a person as an Union Representative whose name does not appear on the list.
- D. If a grievance meeting is held during the working hours of any Required Participant, such participant shall be excused without loss of pay for that purpose. Attendance at grievance meetings outside of regular working hours shall not be deemed time worked.

#### **Section 4 – Procedures**

- A. The filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay or interfere with the right of the City to take the action complained of, subject, however to the final disposition of the grievance.
- B. The resolution of the grievance at Step 2 or above shall establish a precedent binding on either the Union or the City in other cases.
- C. A grievance may be withdrawn by the grievant at any time at any step of this procedure, provided however, the same grievance may not be filed a second time by the same party after the grievance has been withdrawn.
- D. Grievance shall be presented and adjusted in the following manner.
  - 1. Informal Discussion
    - a. An employee having a grievance may, within seven (7) days following the occurrence of the event giving rise to the grievance, present the grievance orally to his immediate supervisor who has the authority to adjust the grievance, for informal discussion.
    - b. If the grievance is not resolved by such informal discussion, the employee may, within ten (10) days after that date of the discussion, submit a formal written grievance at Step 1 of this procedure.
  - 2. Step 1
    - a. In filing a grievance at Step 1, the employee shall submit to the Step 1 Department head or designee a grievance form to be supplied by the City, setting forth specifically the complete facts and issues on which the grievance is based, the specific provision or provisions of this Agreement allegedly violated and the relief requested.

- b. The Step 1 Department head or designee shall have a meeting to discuss the grievance and shall communicate a decision in writing to the employee and to the Union Representative, if any, within ten (10) days following the date of the meeting.
  3. Step 2
    - a. If the grievance is not resolved at Step 1, the employee may appeal the grievance in writing to the City Manager or designee within ten (10) days after receipt of the decision at Step 1.
    - b. The City Manager or designee may have a meeting with the Union Representative to discuss the grievance. The City Manager or designee shall communicate a decision in writing to the employee and to the Union Representative within ten (10) days of the written grievance.
  4. Step 3 - Arbitration
    - a. If the grievance is not resolved at Step 2, the Executive Director, or designee, may present a grievance for arbitration to the Federal Mediation and Conciliation Service (FMCS). Such submission shall be within fifteen (15) days of receipt of the Step 2 decision with a copy of such submission to the City within same fifteen (15) days. The Union specifically reserves the exclusive right to take a matter to arbitration on behalf of its members and an employee will not be allowed to proceed to arbitration without the Union unless the Union refuses to represent the grievant solely due to the grievant's lack of membership in the Union.
    - b. The parties shall select an arbitrator from the list of names forwarded by the (FMCS). Such selection will be made "striking". A flip of the coin shall decide which party strikes first. The remaining name shall be the arbitrator to hear the grievance. The arbitrator's fees and expenses shall be equally borne by the parties. If a verbal transcript of the hearing is made by any party or the arbitrator both parties will equally share the expense of the copy or copies. The decision of the arbitrator shall be final and binding.
  5. Mediation - The parties may agree to submit a grievance or number of grievances for mediation. The mediator, with the agreement of the parties, may make a recommended decision.
  6. The time limits will be binding unless waived in writing by the parties. If any employee initiates the grievance procedure and fails to appeal any decision under that procedure to the next step of the grievance procedure within the time provided, the decision made will be final and binding. If an employer representative fails to issue a decision at any step of

the grievance procedure within the time provided, the grievant may proceed to the next step of the procedure within the prescribed time frame as provided.

7. Facts or arguments not presented by the grievant to the Step 2 grievance officer may not be raised at arbitration in support of the grievance.
8. Both the City and Union may mutually agree to proceed to instant arbitration for any alleged violation of this agreement.

## **Article 11 - Personnel Files**

### **Section 1 – Official File**

There shall be one (1) official personnel file for each employee which shall be maintained in accordance with Chapter 119, Public Records, Florida Statutes, in the central personnel file of the City. No other official personnel file shall be kept on an employee. This does not preclude the supervising leader or department head from maintaining an employee desk file for the purpose of documenting an employee's growth, productivity, training/certifications, accomplishments, and areas requiring development. A desk file is not an official personnel file and such information contained therein cannot be utilized to support any disciplinary action or appeal of such action

### **Section 2 – Acknowledgment of Certain Documents**

- A. No material derogatory action to an employee's conduct, service, character or personality shall be placed in the file unless the employee has had an opportunity to review the material. The employee shall acknowledge receipt of the material by affixing his signature on the actual copy to be filed, with the understanding that such signature merely signifies receipt of the material to be filed and does not necessarily indicate agreement with its content.
- B. The employee shall have ten (10) days to provide a written response. Any written response shall be attached to the file copy.

### **Section 3 – Review of File**

Upon appropriate request by the employee, the employee shall be permitted to examine the personnel file. The employee shall be provided a reasonable amount of time during working hours to review the file. The employee's request cannot be unreasonably denied or delayed.

### **Section 4 - Copying**

The employee shall be permitted to reproduce any material in the file. The City may charge a fee for reproduction in accordance with the applicable law.

### **Section 5 - Corrections**

Material may be removed from the file if it is inaccurate or untrue to the extent permitted by law.



## **Section 6 – Discipline Time Limits**

- A. An offense shall be valid for not more than two (2) years from the date of occurrence. Documents relating to offenses which are more than two (2) years old shall not be considered in rendering the appropriate level of discipline for a current offense.
  
- B. An incident which has not been reduced to writing within two (2) months of its occurrence or from the time management or the employee becomes aware of the occurrence, whichever is last, may not be later added to the file.

## Article 12 - Discipline

### Section 1 - Defined

- A. This Article covers actions involving verbal warnings, written reprimands, suspensions without pay, dismissals, demotions, or reductions in pay grade with prejudice. Discipline that does not involve a verbal warning is subject to the grievance and arbitration procedure except that verbal warnings shall not be submitted to or subject to arbitration under any circumstances.
- B. In an effort to enhance employee growth and contributions, coaching and counseling sessions may include a written acknowledgment to be signed by the employee and placed in the supervisor's file. Coaching and counseling is not discipline, but serve as notice to the employee that continuation of certain conduct or performance could result in future discipline. Coaching and counseling will not be used or in support of employee discipline.

### Section 2 – Right to Representation

No disciplinary action may result from a meeting between an employee and his supervisor unless the employees advised that such meeting is for the purpose of discussing discipline or potential discipline. If such a meeting does take place, the employee has the right to request the presence of Union representation.

### Section 3 – Just Cause and Progressive Discipline

- A. Disciplinary action may not be taken except for "Just Cause" which must be substantiated by a preponderance of evidence. Where "Just Cause" warrants a verbal warning or written reprimand, dismissal, demotion and/or suspension of any employee, such action shall be taken by the appropriate administrator. Under normal circumstances, progressive discipline will be administrated as follows:
  - 1. **Verbal Warning:** issued by management to verbally warn an employee about conduct or work performance and counsel the employee on how to improve. A record of this warning is maintained in the employee's official personnel file.
  - 2. **Written Reprimand:** issued by management when a verbal warning has not resulted in a satisfactory change in the employee's conduct or work performance or when a verbal warning is not deemed by management to be sufficiently severe for the offense.
  - 3. **Suspension without pay:** issued by management when a written reprimand has not resulted in a satisfactory change in the employee's conduct or work performance or when a written reprimand is not deemed by management to be sufficiently severe for the

offense. A suspension is an involuntary removal from the work site, which includes loss of pay.

4. **Dismissal of employee:** issued by management when previous disciplinary actions have failed to bring a satisfactory change in the employee's conduct or work performance, or when a suspension is not deemed by management to be sufficiently severe for the offense. A specific reason for termination of employment is not required for a probationary employee who fails to meet probationary standards. A termination of employment is a permanent separation from employment with the City.
- B. In cases of a verbal warning, the supervisor shall inform the employee that the employee is receiving a verbal warning which is a step in the disciplinary process. The employee may have an Union representative present during a coaching and counseling session, if one is requested. Suspension with pay shall be utilized for the purposes of any investigatory procedure or pending investigation. If, following an investigation, "just cause" is found warranted and the employee's grievances have either been exhausted or the employee has elected to accept appropriate disciplinary action consistent with the terms and conditions of this Agreement, the employee may be held liable to reimburse the City for wages paid while on suspension with pay. The City shall bear full responsibility for the collection of such monies, including, but not limited to, the cost of litigation.

#### **Section 4 - Copies**

The employee and the Union shall be provided a copy of all correspondence upon which discipline is based, unless such information is considered confidential or privileged by law. The employee may have the employer release confidential material to the Union if the employee signs the appropriate waiver.

### **Article 13 Probationary Employees and Bumping**

New employees will serve a six (6) month probationary period. However, the probationary period may be extended for a period of up to three (3) additional months, at the discretion of the department head. Upon satisfactory completion of probation the employees will be considered permanent employees. Employees who are offered and accept a promotion from within to a management or supervisory position, or to a classification above the position formerly held will serve a six (6) month probationary period. However, the six (6) month probationary period may be extended for up to three (3) months at the discretion of the Department Head. When an employee is offered and accepts a position or classification within PMSA which is subsequently deleted, or the employee fails to successfully pass the probationary period, such employee may “bump” back into his or her previous position or other such position for which the employee is qualified in the PMSA bargaining unit.

The PEU bargaining unit specifically agrees that employees who are promoted into a management or supervisory position within PMSA who exercise any “bumping” as described in the collective bargaining agreement between PMSA and the City shall be entitled to bump PEU members.

## **Article 14 - Seniority and Layoff**

### **Section 1 - Seniority**

Seniority shall be defined in the following manner:

- A. Classification Seniority - the continuous length of service in a given classification.
- B. Service Seniority - the total length of service for the City of Lake Worth Beach.
- C. Seniority shall continue to accrue for all types of approved leaves except for leave without pay in excess of thirty (30) days. Individuals exercising their rights under the Federal Family and Medical Leave Act will not lose seniority consistent with the law. Employees ordered to active duty will not lose seniority.

### **Section 2 - Loss of Seniority**

Employees shall lose seniority for the following:

- 1. Termination for cause;
- 2. Retirement;
- 3. Resignation; or
- 4. Layoff or resignation exceeding twelve (12) months.

### **Section 3 - Layoff and Recall**

- A. The number of employees may be reduced whenever necessary because of material changes in job duties or organization, or because of a shortage of work or funds or other legitimate reasons. Before any permanent employee shall be laid off, all temporary and probationary employees in the same classification shall have been dismissed first in that order. In the event that a reduction in work force requires a layoff, those employees with the least seniority in the affected classification(s) shall be laid off first. The layoff of permanent employees shall be in inverse order of length of service, other considerations being equal. In the event that two or more employees affected have the same amount of seniority, the date of employment application shall prevail. However, if the application date is the same, then the earliest birth date shall prevail.
- B. Prior to a full-time post probationary employee being laid off from the City, they will be notified of the Part-Time roles currently being filled within the organization. The City further agrees that

provided the full-time employee is qualified to perform the part-time role, they will be offered the opportunity to move into the part-time role in lieu of lay-off. If the employee does accept the part-time role, it will not negate any recall rights to full-time positions for which their qualifications and/or length of service would be applicable.

- C. When the City determines the layoff of a probationary employee will negatively impact its ability to deliver services to the public or to meet critical regulatory or statutory requirements, the City will notify the Union of its intent to retain critical skilled employee(s). The Union agrees to waive the layoff of a probationary employee if no other employee who is on layoff is qualified for the position.
  
- D. Any laid off employee shall be recalled to their position or other such position for which they may be qualified within the bargaining unit in inverse order of layoff. During the one-year period of recall laid off employees will be notified of any open vacancy within the employee bargaining unit for which they are qualified. The employee shall be notified of recall opportunities by certified mail. Such employee shall have seven (7) days to respond to the City as to whether the employee shall accept the notice of recall. The laid off employee is responsible for notifying the City of the current address. If the laid off employee fails to respond to any notice of recall within seven (7) days, the City will not be obligated to forward additional recall opportunities.

## **Article 15 - Position Changes**

### **Section 1 – Vacancies**

- A. Vacancies and promotional vacancies shall be posted for a period of at least seven (7) days. Employees of the City shall be given preference for such vacancies when the experience and qualifications they possess are equal to an outside candidate. If two (2) City employees are seeking a vacant position within the City and their experience and qualifications are equal, seniority shall be the governing factor for filling the position.
  
- B. Employees temporarily assigned to a higher classification for five (5) or more consecutive work days, including the assumption of additional duties, shall receive an increase in pay equal to the greater of five (5%) percent of the employee's current rate of pay or the bottom of the pay rate of the position to which the employee is assuming. Employees temporarily assigned to a lower classification shall be paid at the regular rate of pay. Whether a position is a higher classification will be determined by reference to the pay schedule then in effect. A position shall be a higher classification if the starting pay for the position to which the employee is temporarily assigned is higher than the starting pay of the position from which the employee is reassigned.
  
- C. Where it is found that a person with the requirements to fill a position vacancy is not available by re-employment, transfer, promotion or entrance appointment, Human Resources may authorize the Department Head to fill the vacancy by a temporary appointment, while efforts are continued to find an acceptable eligible for permanent appointment. No temporary appointment shall be made without the prior approval in writing of Human Resources. No payment shall be made for services rendered by such temporary appointee prior to the date and time of such approval. If for any reason approval comes after the fact, the employee will be paid retro to the date of appointment. Bargaining unit employees filling any of these positions for five (5) or more consecutive work days shall receive an increase in pay equal to ten (10%) percent of the employee's current rate of pay but not to exceed the bottom of the pay rate of the position to which the employee is temporarily appointed. A position shall be a higher classification if the starting pay for the position to which the employee is temporarily assigned is higher than the starting pay of the position from which the employee is reassigned. Employees temporarily appointed to a lower equal classification shall be paid at their regular rate.

### **Section 2 – Transfers**

- A. A regular full-time employee may be transferred to meet the needs of the City. A transfer may require the employee to move from one (1) division to another. The employee shall retain the same pay status in the new position that the employee had in the previous position. The transfer shall be only temporary and in cases of emergencies.

- B. A regular full-time employee may be transferred temporarily or permanently to meet the needs of the service, and may require the employee to move from one (1) assignment to another. In addition, an employee upon request and acceptance of the appropriate Department Head(s), may be transferred from his position to any other for which he is qualified. The employee shall retain the same seniority within the department.
- C. An employee who is permanently transferred shall be compensated in the new position at the appropriate rate established for that position from the first day the individual begins work in the new position.
- D. All transfers covered by this Agreement will be made without loss of seniority within the department.

### **Section 3 – Demotions**

- A. Involuntary demotion of a permanent employee may be initiated by the Department Head when such employee's work is unsatisfactory and the employee had not responded to coaching, counseling, or other interventions implemented to enhance their contribution levels.
- B. A permanent employee may be granted a demotion upon request and such demotion shall be termed and recorded as voluntary.
- C. A permanent employee may be granted a demotion within the department upon request as an alternative to being laid off. If a vacant position is available in another department for which the employee is qualified, the employee shall be given priority consideration for such position.
- D. The reason(s) for any proposed demotion, voluntary or involuntary, shall be given in writing to Human Resources on the form provided, together with a Performance Evaluation and shall require the prior approval of Human Resources. A copy of such form shall be given to the employee affected before the demotion shall become effective.
- E. An employee demoted for "just cause" shall be required to serve a probationary period of six (6) months in the new position satisfactorily before again receiving permanent appointment; except, that a permanent employee taking a voluntary demotion shall not be required to serve a probationary period in the new position.
- F. Where an employee is involuntarily demoted to a position class with a lower assigned regular maximum, such employee shall receive the rate of pay for the demoted position. However, under no circumstances will the employee receive more than a five percent (5%) reduction in pay.



**Section 4 – Promotions**

An employee promoted to a position within the bargaining unit shall receive an increase in pay equal to the greater of five percent (5%) or the bottom pay rate of the position to which the employee is entering not to exceed the mid-point of the new position during the initial probationary period.

## **Article 16 - Contracting Out**

Prior to a final decision being made by the City Commission to contract out, the Union will be provided the opportunity to submit an alternative proposal. This Article does not exempt the City from bargaining the impact of contracting out.

## Article 17- Uniform and Uniform Allowance

- A. When employees are required to wear uniforms, such uniforms shall be furnished and maintained by the City. Employees shall sign for receipt of such uniforms and agree at that time to authorize the City to deduct the cost of such uniforms from the employee's final paycheck and/or vacation leave payout, if any, if the employee fails to return the uniforms upon separation from employment for any reason as set forth in Section D, below.
- B. When hats are considered part of the uniform, they will be provided by the City.
- C. Employees shall not be prohibited from wearing their uniforms to area businesses serving food during an employee's lunch hour. Employees shall be prohibited from wearing their uniforms to establishments out of work hours to any place that would discredit the City.
- D. Employees must return all uniforms within five (5) business days of the separation of employment for any reason. Failure to return all issued uniforms at this time shall result in deduction of the employee's final wages and/or vacation leave payout, if any. Such deduction shall be in compliance with all wage and hour laws and shall not reduce the employee's final wages below the then applicable minimum wage or the applicable overtime rate.
- E. Employees who are required to wear protective footwear shall be provided such footwear through the City's vendor up to a value of \$150.00 per fiscal year. Management shall determine the type and quality of such protective footwear. Employees shall be responsible for the proper maintenance and care of their protective footwear. Based upon an assessment of the condition of the protective footwear or due to the need for a different type of protective footwear based on job duties as determined by the Department Head or designee, employees will be provided with a replacement at no cost to the employee, up to the value of \$150.00.
- F. The City provides all necessary tools and equipment to perform the job. However, it is recognized that certain positions (such as mechanics) may utilize the employee's personal hand tools during the course and scope of employment. Where an employee needs a shop tool or other equipment to perform the job that is not available, the employee must notify the supervisor and the City will provide and maintain these items to perform the job, all of which remain City property. Where an employee uses a personal hand tool during the course and scope of employment and such tool is broken or become inoperable as a result of the work performed in the line of duty, the City shall replace the tool with a tool of like kind and quality. The City may take all reasonable steps to verify how the tool became damaged or inoperable to confirm replacement costs.

## **Article 18 - Replacement of Personal Property**

- A. The City agrees to reimburse the cost of an employee's personal property stolen or damaged due to the negligence of the City.
  
- B. Employees may be liable for reimbursement to the City for damage to City property as a result of the employee's negligence or misconduct. If it is determined, following a Risk Management investigation, the employee negligence was a factor, the employee and the Union shall be provided in writing of the results of the investigation. If the findings are upheld, the employee may be liable for reimbursement to the City.

## Article 19 - Occupational Safety and Health

The City shall endeavor to provide a safe working environment. The employee shall endeavor to work in a safe manner.

- A. When required by applicable statute, only certified licensed operators shall be required to work with pesticides or other hazardous chemicals.
- B. Employee shall not be required to handle dead animals unless specified in their job description or in cases of emergency.
- C. Employee shall not be required to operate vehicles or machinery which are unsafe or do not meet regulatory codes.
- D. As a lifeguard's primary responsibility is to ensure the safety of the public at the pool and the beach, lifeguards will not be assigned responsibilities related to bonfires, unloading of pallets, digging bonfire pits, etc.
- E. Liability and Indemnification.
  - 1. Without waiving any rights under Florida Statutes 768.28 as amended, the City shall defend, indemnify, and hold harmless against judgment for civil liability any bargaining unit employee who is named in any civil action for recovery of compensatory damages for injury or loss of property, personal injury or death caused by the negligent or wrongful act or omission of such employee within the scope of the employee's employment with the City, where such liability arises out of the City's exercise of a retained management right as outlined in this collective bargaining agreement, unless such employee acted in bad faith, with malicious purpose, in a manner exhibiting wanton, willful disregard of human rights, safety, or property, or engaged in criminal activity.
  - 2. The affected employee has a continuing duty to cooperate with the City in connection with the investigation and defense of any such civil action against the employee; material breach of this duty relieves the City from any obligation under this collective bargaining agreement to defend, indemnify, or hold harmless the employee, from the time of the breach henceforth.
  - 3. The City retains its entire immunity as provided by law. The City will not indemnify any employee against a judgment for: punitive damages; compensatory damages that do not arise within the course and scope of the affected employee's employment with the City; compensatory damages occasioned by the employee acting in bad faith, with malicious purpose, in manner exhibiting wanton, willful disregard of human rights, safety, or

property, or any relief arising out of employee's intentional violation of the civil, statutory or constitutional rights of any person; or criminal activity.

## **Article 20 – Attendance**

### **Section 1 - Basic Work Week**

The basic workweek shall be forty (40) hours per week. Any permanent schedule changes will require a seven (7) day notice to the employee and Union outlining such changes, unless exigent circumstances as determined by the City existing warranting an immediate shift change.

### **Section 2-Basic Workday**

- A. The basic work week shall consist of a period of seven (7) days. The normal workweek shall consist of forty (40) hours per week. The normal work day shall consist of eight (8) or ten (10) hours of work exclusive of the meal period, in a twenty-four (24) hour period, unless otherwise specified. Employees may leave their worksite during their breaks or lunch. The City and the Union recognize that certain types of activities operating on a continuous seven (7) days a week requires different treatment as to hours worked and agree that in those instances an eight (8) or ten (10) hour shift, excluding the meal period may be allowed.
- B. Full-time employee shall be given a fifteen (15) minute break time in the first half of the shift and again in the last half of the shift. Break time is not cumulative and is not to be used to arrive late or to leave early unless otherwise agreed to by supervisor. Scheduling of break times shall be at the discretion of the Department Head.
- C. Timesheets, time clocks or other appropriate methods shall be utilized for the recording of employee work time. Employees shall review and sign their timesheets, timecards or other document or electronic method designated by the City to verify the time an employee worked within a pay period prior to its submission to payroll. If such procedure is not feasible, the employee shall receive a copy of the timesheets submitted for review, signature and any corrections.
- D. An employee late for duty shall not be sent home but will be paid for only time worked unless employee is habitually late whereby appropriate disciplinary action will be taken.
- E. The following position classifications shall operate on a task work system: Solid Waste Foreman-Garbage/Recycle; Solid Waste Technician; Equipment Operator (2, 3, and 4); Refuse Collections Coordinator; Solid Waste Foreman Bulk Waste; and Refuse Collector. The parties agree that the foregoing job descriptions shall be updated to include tasks necessary to be completed before the task work is completed as approved by the supervisor.

The aforementioned positions shall be held responsible for completion of the daily task work which shall consist of satisfactory completion of the Daily Post Route Task List attached as Appendix B and generally includes, but is not limited to, the following: assigned scheduled

route, completing the emptying of the truck at the dump, cleaning the truck and readying it for service the following day, weekly and monthly tasks as assigned, and other related duties. Upon satisfactory completion of the assigned route and return to their designated job site and completion of all pre- and post- trip duties and related duties, employees shall be considered to have completed their work day and may be excused by the immediate supervisor. However, employees who have satisfactorily completed their tasks may be assigned as required by the department to assist on other routes in order to maintain essential service to the community. Task employees are prohibited from releasing themselves from duty.

In order to ensure employees are not adversely affected by an early release, the remaining hours in the scheduled work day will be notated as “Task hours.” “Task hours” are hours that are not “actually worked,” therefore, these hours are not considered “hours worked” for the purposes of calculating overtime. Task hours also shall not result in paying an employee more than forty (40) hours in any work week if the employee has not actually worked more than forty (40) hours in that work week. Early release time that has been designated as Task hours during the work week are only paid when an employee, as a direct result of being released early from their scheduled work day, has not met the minimum threshold of forty (40) hours in the work week.

Employees holding positions assigned to the task work system shall not be entitled to count sick leave that is not being used simultaneously with FMLA as hours worked for overtime purposes. Overtime is based on actual hours worked and not the scheduled task hours. However, vacation leave, holidays and jury duty will be considered hours worked for the purposes of computing overtime.

Examples:

	<b>Weekday</b>	<b>Hours Actually Worked</b>	<b>Early Release “Task” Hours</b>
<b>Example 1</b>	Monday	8	2
	Tuesday	10	0
	Wednesday	OFF	OFF
	Thursday	Sick (10)	0
	Friday	12	0
	Saturday	4	0
	Sunday	0	0
	Workweek Total	44	2
	Payroll Total	44 Regular	0 Task
<b>Example 2</b>	Monday	8	2
	Tuesday	10	0
	Wednesday	OFF	OFF
	Thursday	12	0
	Friday	12	0



	Saturday	0	0
	Sunday	0	0
	Workweek Total	42	2
	Payroll Total	40 Regular + 2 OT	0
<b>Example 3</b>	Monday	10	0
	Tuesday	7	3
	Wednesday	OFF	OFF
	Thursday	9	1
	Friday	6	4
	Saturday	0	0
	Sunday	0	0
	Workweek Total	32	8
	Payroll Total	40 Regular	0
<b>Example 4</b>	Monday	8	2
	Tuesday	10	0
	Wednesday	OFF	OFF
	Thursday	Vacation (10)	0
	Friday	12	0
	Saturday	4	0
	Sunday	0	0
	Workweek Total	44	2
	Payroll Total	40 Regular + 4 OT	0 Task

Task employees are scheduled to ensure all scheduled routes occur on Holidays, except Thanksgiving and Christmas.

### Section 3 - Overtime/Compensatory Pay

- A. Non-exempt employee shall be compensated at a rate of one and one half (1 ½) times their regular rate consistent with FLSA guidelines. Compensatory time will no longer be used in lieu of payment of overtime.
- B. Overtime will be paid to those employees who work over forty (40) hours in a workweek. However, vacation leave, sick leave, holidays (including birthday) and jury duty will be considered hours worked for the purposes of computing overtime.
  1. It is intended that the work in excess of established hours of work and days of work shall be kept to a minimum and shall be authorized only when it is required to meet operating service requirements.

2. Employees shall work overtime only when directed to do so by the Department Head. Overtime work, for any position class, shall be allocated as equally as is possible among all qualified employees in that department.
  3. Those actual hours actually worked in excess of forty (40) hours in a regularly scheduled workweek shall be deemed overtime hours. Hours of military leave and funeral leave shall not be considered hours worked for the purpose of computing overtime.
  4. Those employees non-exempt under FLSA Wage and Hour legislation, shall be compensated for overtime worked in excess of forty (40) hours in a workweek at a rate of one and one half (1 ½) times the employee's straight time rate of pay. Such pay will be included with pay for the period in which the overtime was worked.
  5. When an emergency exists, as determined by the City, or when a non-exempt employee is required to remain on duty without notification prior to his normal departing time, for a minimum of two (2) hours beyond his normal schedule workday, such employee shall receive a free meal or shall be entitled to leave the job and eat a meal. The cost of such meal shall be reimbursed by the City at the applicable rate established by the State.
- C. Non-exempt employees. Requirement to wear communication devices (i.e.: cellular phones, beeper, etc.)
1. Category "A" employees (no additional compensation). Non-exempt employees falling within this category may be required to wear a communication device provided by the City of Lake Worth Beach or its designee without receiving additional compensation. Employees within this category are expected to answer telephone calls, "beeps", etc., from City personnel or its designee to return to duty after their normal duty hours. However, if requested by City personnel or its designee to return to duty after their normal duty hours, such employees may, based upon reasonable grounds, decline such request. Employees will not be disciplined based upon their reasonable refusal to return to duty.
  2. Category "B" employees (additional compensation). Non-exempt employees falling within this category may be required to wear a communication device provided by the City of Lake Worth Beach or its designee, but will be compensated at a rate of two dollars (\$2) per hour for each non-duty hour such employees are on call. If an employee is required to return to duty under this provision, such compensation shall cease at the time call-back pay begins and will continue to cease until the employee returns to an on-call status. Employees within this category must on a 24 hour/7 days per week basis, be fit, ready and able to return to duty upon being contacted by City personnel or is designee. Refusal to return to duty while in a Category B status may result in discipline as determined by the appropriate supervisor. In the absence of exigent circumstances employees will be advised in writing concerning the anticipated duration which they will be in Category B status.

- D. A rotational overtime list for non-exempt employee shall be established for each Department or as otherwise feasible. The list shall initially be established by City length of service.

When overtime is required, including “on-call” the City shall call the first employee on the list and then follow in successive order.

If an employee cannot be reached, such employee shall not be rotated on the list. However, if an employee refuses overtime, such employee shall be rotated to the bottom of the list. Refusal of overtime four (4) times in a quarter shall constitute removal from the overtime list for a period of one (1) year.

Each quarter the number of overtime hours worked shall be calculated for the purpose of equitability. If necessary, the rotational overtime list will be revised with the employee having the least number of overtime hours, worked or refused, in the preceding quarter rotated to the top of the list for the succeeding quarter.

- E. Unless a financial emergency exists, the employer will not change or alter an employee’s schedule to avoid the payment of overtime.
- F. Compensatory time will no longer be accrued in lieu of payment for overtime. Overtime will be paid consistent with the FLSA guidelines. Any accrued compensatory time will not be lost.

#### **Section 4 - Callback Compensation**

- A. Non-exempt employees called back to work shall receive a minimum of three (3) hours pay consistent with the terms of Section 3 of this Article.
- B. Non—exempt employees called back to work prior to their normal scheduled workday shall be compensated at a rate of one and one half (1 ½) times their regular rate of pay for that time worked in excess of their normal eight (8) hour shift, and will not be sent home early to avoid the payment of overtime.
- C. Consecutive hours worked in excess of sixteen (16) hours shall be paid at double the straight time pay.
- D. Employees “on-call” shall be provided a City vehicle or compensated at the rate, as determined by the State law, for the use of their personal vehicle to return to work.

### **Section 5 - Differential Pay**

Those employees assigned shifts in operational areas requiring 24-hour coverage will receive shift differential of One Dollar (\$1.00) per hour for second shift assignment, and One Dollar and twenty-five cents (\$1.25) per hour for third shift assignment.

### **Section 6 - Travel Expenses**

The parties agree that the City policy concerning travel expenses adopted on December 4, 2012, in Resolution Number 57-2012 be applicable during the contract period.

An employee who must travel out of the City on authorized business and who is offered a City vehicle for that travel may use the City vehicle. If the employee chooses to utilize their own vehicle, the employee will not be entitled to reimbursement associated with this Article. However, if the employee is required to utilize their own vehicle, reimbursement will be in accordance with City's Resolution regarding travel expenses.

The parties recognize and agree that Resolution No. 57-2012 is in the process of being updated and the updated travel resolution shall become effective upon passage.

## Article 21 – Holidays

### Section 1 - Holidays Observed

A. All bargaining unit employee shall receive the following paid holidays:

1. New Year's Day
2. Martin Luther King Holiday
3. President's Day
4. Memorial Day
5. Juneteenth
5. Independence Day
6. Labor Day
7. Columbus Day/Indigenous Peoples' Day
8. Veteran's Day
9. Thanksgiving Day
10. Friday following Thanksgiving
11. Christmas Eve
12. Christmas Day
13. Employee's Birthday (Employees shall receive a day, eight (8) hours off with pay for their birthday which shall be taken during the fiscal year in which the birthday occurs. Pay for an employee's birthday holiday shall be treated as hours worked for the purpose of computing overtime.) Effective upon ratification, employees regularly scheduled for a ten (10) or twelve (12) hour shift will receive ten (10) or twelve (12) hours off with pay for their birthday.

B. When a holiday falls on a Saturday, the preceding Friday shall be designated as a substitute holiday and observed as the official holiday for that year. When a holiday falls on Sunday, the following Monday shall be designated a substitute holiday and observed as the official holiday

for that year. Effective upon ratification, when a holiday set forth in Section 1 (A) above falls on the scheduled day off of an employee regularly scheduled for a ten (10) or twelve (12) hour shift, the next scheduled work day shall be observed as a holiday for that employee.

Notwithstanding, employees holding positions in Refuse Collection, Solid Waste, and Recycling (excluding the Recycling Coordinator and Refuse Collection Coordinator) shall work on all designated and observed holidays except Thanksgiving and Christmas.

- C. If during the term of this Agreement, the City grants additional holiday or holidays to any other bargaining unit the same day(s) shall be a holiday for the employees covered by this Agreement.
- D. Employees on paid leave on a holiday shall be paid holiday pay in lieu of the paid leave.
- E. Employees must work or be on approved paid leave on the day before and the day after the holiday to qualify for holiday pay.
- F. Employees who are scheduled to work on a holiday, but who request to be off on the holiday at least 48 hours in advance and are approved by the supervisor, shall be paid for the holiday and not charged vacation or sick leave. Employees who are scheduled to work on a holiday, but who call out sick less than 48 hours in advance, must produce a physician certification upon returning to work in order to be paid for the holiday and not charged sick leave.
- G. Employees who are assigned and actually work on a holiday shall receive straight time and one and one half times their regular rate of pay for their entire scheduled shift.
- H. Employees working ten (10) or twelve (12) hour shifts who are not assigned and do not work on a holiday shall receive the number of hours they would have been scheduled to work on the holiday as holiday pay at straight time.

## **Section 2 - Eligibility for Holiday Pay**

- A. All bargaining unit employees shall receive eight (8) hours off with pay for each of the holidays allowed, provided the employee is on an active pay status (that has been pre-approved at least 48 hours in advance of the paid leave) on the scheduled working day before and after the holiday. Effective upon ratification, bargaining unit employees normally scheduled for ten (10) or twelve (12) hour shifts and who are assigned to work a holiday but request to be off at least 48 hours in advance and are approved by their supervisor shall receive ten (10) or twelve (12) hours off with pay for the holiday provided the employee is on active pay status (that has been pre-approved at least 48 hours in advance of the paid leave) on the scheduled work day before and after the holiday. Employees may elect to take a day off in lieu of their actual Birthday

holiday within the fiscal year in which the birthday occurs; however, there will be no payout for holidays not taken prior to separation from City service.

- B. Employees on any approved leave but in a pay status on the day the holiday is observed must use the holiday on the day it is allowed.
- C. Employees required to work on a holiday shall be compensated at their day's pay plus eight (8) hours (or ten (10) or twelve (12) hours where the employee is regularly scheduled for a ten (10) or twelve (12) hour day) at one and one half (1 ½) times their regular hourly rate. However, where an employee is called back on a holiday, the employee shall be paid the call back pay in lieu of the holiday pay for the hours covered by the call back pay (no pyramiding of holiday and call back pay).
- D. When a holiday falls on an eight-hour shift employee's regular day off, the employee will receive holiday pay. Effective upon ratification, when a holiday falls on a weekend day or a day off for an employee regularly scheduled for a ten (10) or twelve (12) hour shift, the next scheduled work day shall be observed as a holiday for qualified employees as outlined in Section 1 (B) above.

**Article 22 - Leave**

**Section 1 - Vacation Leave and Termination Pay**

- A. Vacation Leave shall be charged in one-half (½) hour increments; employees shall be charged eight (8) hours of vacation leave per day, unless the employee works a ten (10) hour day, in which case such employee shall be charged ten (10) hours per utilization. However, in the case where an employee has less than ½ hour in an “old” bank, employee may utilize the remaining balance, plus any other amount from the “new” bank to cover the absence.
  
- B. Upon termination, resignation with a minimum of two weeks’ notice, retirement or death, all unused annual vacation leave up to a maximum of 160 hours will be paid to the employee or beneficiary at the regularly scheduled rate.
  
- C. Employees shall be required to use a minimum of forty (40) hours of annual leave during each year based on the anniversary date of hire. Failure to do so shall result in the Employee forfeiting the hours, up to forty (40), not used during each year.
  
- D. Vacation Leave Time
  - 1. Upon hire, an employee shall be qualified to receive vacation leave in proportion to the allocated weekly hours for the position class of assignment, for full days accumulated, as below. Bargaining unit employee shall be entitled to one (1) day additional leave for each year after twenty (20) years of completed service.

Hours of Vacation Leave Time – 40 hour week

80 hours	1 year of service
88 hours	2 years of service
96 hours	3 years of service
104 hours	4 years of service
112 hours	5 years of service
120 hours	6-8 years of service
128 hours	9-11 years of service
136 hours	12-14 years of service
144 hours	15-19 years of service
160 hours	20 or more years of service

- 2. In circumstances where a supervisor plans to deny a vacation request, the supervisor shall contact the City Manager prior to denying the request to discuss the reason(s) for the vacation denial. If the City Manager determines that the reason(s) given do not justify the



vacation denial, the employee shall be advised of the City Manager's decision by the supervisor and the employee shall be entitled to take the requested vacation.

3. Only earned vacation leave may be taken.
4. Vacation leave shall be scheduled by and approved by the Department Head or designee or immediate supervisor or designee, as far in advance as possible but no less than twenty-four (24) hours in advance of time requested except in cases of emergency. Vacation time shall be scheduled in accordance with the employee's request, with length of service taking precedence where more than one employee requests the same time off, and with due consideration given to the requirements of maintaining the services the department renders. Vacation time must be approved in advance by the appropriate Department Head or designee or immediate supervisor or designee.
5. Changes in the scheduling of vacation leave can only be made with the prior approval of the Department Head or his designee.
6. If the observance of an official holiday shall fall within the period of vacation leave being taken by an employee, it shall not be charged against the employee's accumulated vacation leave.
7. Accumulated vacation leave may also be used for:
  - a. Absence(s) occasioned by illness or injury of a member of the employee's household.
  - b. Absence(s) where personal obligations must be taken care of during an employee's assigned hours of duty.
  - c. Absence(s) where an employee's religious convictions require observance during employee's assigned hours of duty.
  - d. Sick leave, where regular accumulated sick leave days have been used up; however, sick leave shall not be used for vacation leave.

## **Section 2 - Sick Leave**

A. GENERAL. Sick leave is a benefit provided by the City for permanent employees so that they may have paid time off when they are unable to report for duty by reason of illness, injury and/or periods of stress, occasioned by other than causes arising out of employment in the City.

B. USE OF SICK LEAVE.

1. Sick leave shall be allowed only in the case of:
  - a. Actual disability arising from illness and/or non-work related injury.
  - b. Medical, dental, or eye treatment or examination, for which arrangements could not be made outside the employee's assigned hours of duty.
  - c. Periods of stress occasioned by serious illness and/or injury of an employee's wife or husband, grandparents, mother, father, sister, brother, daughter, son, step-parent, step-sibling, ward, or domestic partner, for all reasonable and necessary time up to and including three (3) consecutive working days. The relationships given shall include those arising from marriage or adoption, or guardianship established by court action.
2. Accumulated Sick Leave Accounts may be used for treatment and/or prescribed recovery pertaining to a serious illness or medical procedure which exceeds three (3) consecutive days of the employee's normal schedule.
3. The Current Sick Leave Account shall be the initial account that time is charged from for payroll purposes. Upon the written request of the employee and documentation from the physician who is administering the care, the Current Sick Leave Account may be credited from the Accumulated Sick Leave Account balance (if any exists) up to the amount of the sick leave used or the time prescribed for the treatment or recovery for which the employee will need to be off of his/her normal work assignment.
4. The approval of the request shall be subject to the approval of the employee's supervisor. If the employee has been directed by his physician for treatment or an operation, the notification and approval request shall be in advance of the actual treatment or operation. If the treatment or operation is of an emergency nature, the notification and approval request shall be made as soon as practical by the employee or his immediate family.
5. If time has been transferred from the Accumulated Sick Leave Account and the Current Sick Leave Account has a balance at the employee's anniversary date, the Accumulated Sick Leave Account shall be credited from the Current Sick Leave Account up to the number of hours transferred into the Current Sick Leave Account per the above request and subsequent approval.
6. If after the transfer back to the Accumulated Sick Leave Account has occurred, a balance remains in the Current Sick Leave Account, the normal procedure for splitting the Current Sick Leave Account shall be followed.
7. When an employee's accumulated sick leave allowance and/or accumulation in any year and credited retained sick leave, where approved, have been used up, the employee may

elect to use accumulated vacation leave. Permanent employees who have used all current accumulated and retained sick leave may apply to participate in the Voluntary Sick Leave Donation Program.

8. When sick leave(s) as in "7" above, and vacation leave have been used up, the employee may be placed on leave of absence without pay.
- C. SICK LEAVE ALLOWANCE - Upon hire, employees shall accumulate sick leave at the rate of one (1) day per month for a total of twelve (12) days or ninety-six (96) hours per year. Sick leave will consist of one (1) single leave bank.
  - D. Unused sick leave shall be accumulated with no maximum limit.
  - E. Unused sick leave will be retained, but not accrued, when an individual is laid off. If the laid off employee is reinstated within the recall period, unused sick leave will be reactivated.
  - F. Upon retirement in the City's Pension Plan, including the Cash Balance Plan: employees with less than twenty (20) years of service will be paid for all sick leave up to two hundred (200) hours at fifty-five percent (55%) of the regular rate of pay; employees with at least twenty (20) years of service but less than thirty (30) years of service will be paid for all sick leave up to two hundred (200) hours at sixty five percent (65%) of the regular rate of pay; employees with thirty (30) or more years of service will be paid for all sick leave up to two hundred (200) hours at seventy-five percent (75%) of the regular rate of pay.

"Retirement" is described as the following:

- (1) A participant hired prior to October 1, 2010:
  - (a) Age 65 with 10 years' service
  - (b) Age 55 with 30 years' service
  - (c) Rule of 80
- (2) A participant hired on or after October 1, 2010:
  - (a) Age 65 with 10 years' service
  - (b) Age 55 with 30 years' service

G. APPROVAL

1. A physician's certification as to the nature of and probable duration of the need for any use of sick leave may be required.
2. Sick leave may be approved for up to three (3) consecutive working days by the Department Head without requiring a physician's certification.

3. A sick leave of more than (3) three consecutive working days may require a physician's certification. Additionally, the certification of the licensed physician as to the nature of the disability, and as to whether or not the employee is in condition to return to the employee's regular duties without hazard to the employee or to others may be required at the discretion of the Department Head.
4. The Department Head may require that an employee be examined initially by the licensed physician, and, if deemed necessary, also by a physician designated by the City at the City's expense, before an employee on sick leave is returned to duty, to determine if the employee is in condition to return to the employee's regular duties without hazard to the employee or others. If any employee chooses their own doctor, it will be at the employee's own expense.

#### H. NOTIFICATION

To be placed on sick leave the employee shall be responsible for notifying his immediate supervisor, the Department Head or his designee. Unless an emergency condition exists as determined by the employee's immediate supervisor, notice shall be given as soon as possible but no later than thirty (30) minutes before the start of the employee's assigned hours of duty. Information shall be given as to the reason(s) for the absence, its probable duration, and other related data. Thereafter, notification shall be daily for the next four (4) consecutive working days, and weekly thereafter. It shall be the employee's responsibility to keep Department Head informed.

Where such notification and information are not received, the Department head shall not authorize payment for absence on sick leave. Such absence shall be recorded as unauthorized and without pay.

#### I. CERTIFICATION

1. The employee shall be responsible for providing medical certification(s), as required.
2. Payments for absence on sick leave may be withheld until required medical certification(s) are provided.
3. The Department Head shall make such investigations and inquiries as shall be found to be desirable.

#### J. PAYMENT

1. Payment shall be made only for the approved sick leave, and shall be at the employee's regular straight time rate of pay as of the last day worked before the start of such period of leave.
2. Payment shall be made only for a working day for which the employee otherwise would have received pay; no payment shall be made for any time for which the employee otherwise receives pay.
3. An official holiday occurring during an approved sick leave shall be paid for as such; no charge shall be made against any sick leave for such holiday.
4. Charges against allowed, accumulated accredited sick leave shall be in units of one-half (½) hours. However, in the case where an employee has less than ½ hour in the "Current Sick Leave Account", employee may use the remaining balance of the Current Sick Leave Account and then use the Accumulated Sick Leave Account (if any exists) up to the amount of the sick leave used or the time prescribed for the treatment or recovery for which the employee will need to be off of his/her normal work assignment to cover the absence.
5. Where allowed, sick leave is used for other than authorized purposes, the time off shall be without pay; the employee shall also be liable to disciplinary action.
6. Separation from the City shall cancel all unused sick leave allowed.
  - a. An employee on leaving the City by retirement shall be paid as in "F – 1" above, for any unused retained sick leave credited; and
  - b. At the death of an employee before retirement, payment as in "F-1" above, for any unused retained sick leave credited, shall be made to the employee's designated pension beneficiary, or in the absence of such designated beneficiary, to the employee's estate.
7. Employees who return to the City up to one (1) year from the date of a layoff shall be credited with all sick leave he had prior to being laid off, provided such employee shall not accumulate sick leave during the layoff.

**K. COVID VOLUNTARY VACCINATION PERFORMANCE INCENTIVE**

1. COVID-19 vaccines have been approved by the US Food and Drug Administration (FDA) and are readily available to all adults. As such, a one-time Voluntary Vaccination Performance Incentive is hereby implemented to encourage employees to get vaccinated against COVID-19. This Incentive is based on guidance from the Centers for Disease Control and

Prevention (CDC), the Equal Employment Opportunity Commission and is designed to comply with all applicable federal, state, and local laws.

2. The CDC has found that COVID-19 vaccines are highly effective at preventing individuals from getting sick with COVID-19 and experiencing the most severe consequence of the disease. While the Incentive is designed to encourage employees to get vaccinated if it is safe for them to do so, this is strictly voluntary and the decision whether to get vaccinated or not is entirely the employee's and each employee should work with their health care provider to determine if the vaccination is appropriate for their medical circumstances.
3. This Voluntary Vaccination Performance Incentive is a key part of an overall strategy and commitment to maintaining a safe and healthy workplace in light of the COVID-19 pandemic. This Incentive is designed for use together with, and not as a substitute for, other COVID-19 prevention measures, including wearing face coverings, social distancing, sanitizing work areas and proper handwashing hygiene.
4. All employees are eligible for this one-time Incentive. The Incentive is one vacation day added to the employee's vacation leave bank (the hours shall be based on the employee's normal scheduled work hours—e.g. 8, 10 or 12 hour shift).
5. To obtain the Incentive, employees must show proof of being fully vaccinated with a COVID-19 vaccination to Human Resources during the forty five (45) calendar days immediately following ratification of this Agreement by the City Commission. While the proof must be provided during the forty five (45)-day performance evaluation period immediately following ratification by the City Commission, the employee's vaccination dose(s) may have occurred at any time so long as the employee is "fully vaccinated" at the time the proof is submitted. Employees who voluntarily submit such proof during the performance period shall be deemed to have satisfactorily met the City's expectations with meeting their responsibilities in the City's COVID-19 prevention efforts. "Fully Vaccinated" means 14 days after receiving the second dose of the Pfizer or Moderna vaccine, or the single dose of the Jansen (Johnson and Johnson) vaccine.
6. Any employee who does not provide proof of being fully vaccinated during the performance evaluation period shall be deemed to have not met the requirements of the Voluntary Vaccination Performance Incentive program and will forfeit the opportunity for the performance Incentive. Notwithstanding the performance-based nature of this Incentive, this program will not be included in or considered as part of the City's annual evaluation program.
7. Employees who believe they need an accommodation regarding this Incentive because of a disability or religion are responsible for requesting a reasonable accommodation from Human Resources within the forty five (45)-day performance period.

### **Section 3 - Funeral Leave**

An employee, during the period of stress caused by the death of an employee's wife or husband, mother, father, grandparents, sister, brother, daughter, son, grandchild, mother-in-law, father-in-law, aunt, uncle, brother-in-law, sister-in-law, grandparents of spouse, domestic partner, domestic partner's parents, domestic partner's children, or legal guardian, shall be allowed time off with pay for all reasonable and necessary time up to and including three (3) consecutive working days. The relationships given shall include those arising from marriage or adoption. Up to two (2) additional working days not charged against any other leave may be granted at the sole discretion of the Department Head if the funeral is out of state.

### **Section 4 - Court Leave**

- A. JURY DUTY - An employee shall be allowed the necessary time off with pay for jury duty, upon presentation of a lawful notification.
- B. WITNESS DUTY - The Department Head shall allow an employee the necessary time off with pay to appear as a witness, upon seeing the subpoena or directive from a lawful authority; provided, this shall not include any appearance in court as a result of alleged violation of law by the employee, or involving litigation in which the employee is a principal. Where the court appearance is required as a result of the alleged violation of law by the employee or involving litigation in which the employee is a principal, vacation leave or leave of absence without pay may be approved by Human Resources for such purpose(s).
- C. Employees released from court during normal work hours shall report to work if such employee is released from court more than two hours (2) from the end of the normal workday.
- D. Shift employees may, if they so desire, be scheduled for Saturday & Sunday off, and Monday through Friday on the day shift for the period of jury duty. Such change in schedule shall be at no loss of differential pay.

### **Section 5 - Conference Leave**

The employer may grant leave with pay for up to seven (7) days, together with travel expenses in order that employees may attend conferences, schools and similar events designed to improve their performance. The employer may grant additional days upon written request from the employee.

## **Section 6 - Military Leave**

- A. NATIONAL GUARD DUTY LEAVE – The City will grant military leave to employees with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and Florida Statutes, Chapter 115 and Section 250.48.
- B. MILITARY RESERVE DUTY LEAVE – The City will grant military leave to employees with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and Florida Statutes, Title XVII, Chapter 250.48.

## **Section 7 - Leave Without Pay/Leave of Absence**

- A. The City shall provide Family Leave consistent with the applicable law.
- B. General
  - 1. A leave of absence is authorized absence of any employee from assigned duty for a definite period of time without pay, because of necessity, not covered by leave any other basis.
  - 2. No leave of absence, or extension thereof shall be for a period of more than three (3) calendar months, unless the Department Head shall find such longer period of leave of absence consistent with the best interest of the City.
  - 3. An employee while on leave of absence of more than twenty (20) working days shall not accumulate service time for any purpose. Said leave of absence shall result in corresponding adjustment of anniversary date classification.
  - 4. Insurance coverage(s) for a permanent employee while on authorized leave of absence will be maintained by the City for a period of such leave, up to a maximum of three (3) calendar months.
  - 5. A City employee while on authorized leave of absence shall pay all insurance premiums for the employee, if any, and any dependent(s) at least monthly, if the employee desires to keep such coverage(s) in effect.
- C. REQUEST
  - 1. A written request for leave of absence shall be given to the Department Head by the employee, stating:
    - a. The reason(s) for such request;



- b. The starting date of such leave;
  - c. The date of return of duty.
2. Such request shall be supplied at least ten (10) working days before the requested starting date of such leave, unless the Department Head, because of extenuating circumstances, shall agree to accept a shorter period of notice.
  3. In considering a request for a leave of absence, the employee's service record, length of service, experience and the requirements of the Department for the period of the requested leave shall be taken into account.
  4. Any extension of leave of absence shall be requested in writing as in "C-1" above. Thereafter the procedure for handling such requested extension shall be the same as for an original request.

#### D. RETURN

1. Return to work after leave of absence shall be subject to availability of work, and where more than one employee is involved, shall be in order length of prior service in the position class in the department, other considerations being equal; unless the Regulations governing suspension, lay-off or dismissal shall apply.
2. Where the employee desires to return to duty before the final date of the approved leaves of absence, the employee shall give the Department Head at least five (5) working days' notice and have the approval of the Department Head, unless the Department Head, because of extenuating circumstances, shall agree to accept a shorter period of notice, and as may be found to be in the best interest of the City.
3. Any employee who shall fail to return to work on or before expiration date of a leave of absence without notifying the Department Head and making arrangements satisfactory to the Department Head shall be deemed to have resigned without notice and be terminated from the City.

### **Section 8 - Union Leave**

- A. The Union may designate three (3) representatives as members of the bargaining team. These members may be permitted reasonable time to carry out their duties at the bargaining table.
- B. The Union may create a pool of time to be known as the Union Time Pool and each employee shall be allowed to voluntary contribute in minimum units of eight (8) hours, their holiday and vacation time for Union business upon approval of the Union Executive Director or designee.

Request for such time off shall be made to the Department Head in writing and submitted five (5) calendar days prior to the time of such requested time off, providing that when it is impossible (through no fault of the Union) to submit written five (5) days' notice, the request shall be submitted orally and later confirmed in writing. The City agrees to administer the time pool and individuals on the Union business are to be paid as usual by the City.

1. The Union agrees to pay the City at their base rate.
2. All contributions to the Union Time Pool shall be made twice annually during the months of October and April.

**Section 9 – Bonus Hours**

- A. All employees are eligible to receive two (2) bonus hours for continuous attendance at work every three (3) months (October through December, January through March, April through June, and July through September) when the employee has not used sick leave and has not been absent from work other than approved paid leave during the previous three (3)-month period.
- B. Bonus hours shall be added to the employee's vacation leave bank and subject to the provisions set forth for the use of vacation leave.

**Article 23 - Alcohol and Substance Abuse Policy**

Employees are subject to the City's Drug Free Workplace Policy set forth in the Employee Personnel Policies Handbook as amended from time to time. The City retains the right to test employees for alcohol and controlled substances in accordance with applicable State and Federal law, including, but not limited to, those regulations promulgated by the Federal Highway Administration and Department of Transportation for DOT-covered CDL drivers of commercial motor vehicles.

**Section 1 - Grieving Reasonable Suspicion**

If an employee disputes the Department head's certification of reasonable suspicion, the employee must, nonetheless, submit to blood/ urinalysis test as ordered by the Department head, while simultaneously filing a grievance over the order. Such grievance may be immediately arbitrated under the expedited arbitration rules of the Federal Mediation and Conciliation Services. Pending the arbitrator's decision, which shall be final and binding, the blood/urinalysis sample shall be frozen. Refusal to submit to testing is grounds for termination from employment.

## Article 24 – Benefits

- A. The City shall furnish health insurance for all employees at no cost to the employee.
- B. For employees selecting dependent coverage from any plan offered, the City shall contribute no less than 50% of the premium per month toward family coverage (if applicable). The employee shall be responsible for the remaining portion of the monthly premium.
- C. The City will provide a minimum of a twenty-five thousand dollar \$25,000 Life Insurance Policy or greater amount is so provided to other bargaining units in the City.
- D. Workers' Compensation shall be provided consistent with Florida State Law.
- E. Travel, employee training and development shall be provided consistent with this Agreement.
- F. The City shall provide liability coverage for all employees to the extent provided by law.
- G. During the term of this agreement, the City shall make available to eligible employees, a single individual and dependent health insurance program selected by the City. The City reserves the right to change the plan benefits and carriers or enter a self-insurance program if and when it deems necessary. Before implementing any changes in the health insurance program, the City will consult with the Union, not to bargain the substance or impact but to inform the Union of the proposed changes and to solicit input from the Union. Prior to the annual open enrollment period, a joint labor/management committee will be formed to make recommendations regarding the City's employee health insurance program, including carrier or third party administrator, coverage options, or other terms and conditions. Union representatives shall be appointed by the Union President; the findings of the committee shall be in the form of advisory recommendations to the City Manager and the City Commission. The City at its discretion may offer several options of health coverage.
- H. Employees required by the City to maintain a CDL license shall have the renewal cost of the license paid for by the City.

## Article 25 – Evaluations

Evaluation shall be directed to identify strengths as well as weaknesses.

- A. An Union member may be required to evaluate a bargaining unit member, subject to review and sign off of the appropriate supervisor. Bargaining unit members will be required to attend training sessions on writing and giving effective performance feedback.
- B. Employees shall be evaluated upon completion of their probationary period and annually thereafter. Probationary employees shall be evaluated quarterly or when Department Heads deem it necessary for unscheduled evaluations. Employees have the right to request the Union to be present at any meeting between the employer and employee if that meeting is for the purpose of discussing the employee's less than satisfactory performance.
- C. It is the City's intent to create and implement an electronic City-wide performance evaluation tool. Upon the adoption of a uniform and objective electronic evaluation performance instrument each individual shall be informed of criteria and procedure used in the evaluation process. During the Term of this Agreement, the Performance Evaluation will not impact wages or be used to determine wage rates or increases.
- D. Subsequent to completion of the performance appraisal instrument, bargaining unit members may be asked to periodically provide self-assessment with respect to established goals, targets, metrics and/or standards.
- E. The employee shall have the right to submit a written statement to be attached to the written evaluation.
- F. The employee shall be provided a copy of the evaluation at the time it is signed by the employee acknowledging receipt.
- G. If an employee receives a less than satisfactory rating the evaluator shall:
  - 1. Identify in writing specific deficiencies of the bargaining unit members.
  - 2. Provide in writing specific suggestions for improvement; and set a reasonable time limit for improvement.
  - 3. Meet periodically (not less than once a month) for the purpose of discussing progress towards satisfactory performance.

## Article 26 - Training and Education

**A. POLICY** - It shall be the City's policy to foster and promote in-service training of employees to improve the level of service rendered to the public, the quality of personnel and to assist personnel in preparing themselves for advancement.

**B. BENEFITS**

1. Tuition Reimbursement. The City shall reimburse permanent employees' tuition costs for coursework pre-approved by the Department Director, properly budgeted, and related to their job or leading to a degree relating to their job, based on performance, according to the following schedule:

Reimbursement Schedule:

Grade A - 100%

Grade B - 75%

Grade C - 60%

2. Reimbursement shall not be paid for grades of D or lower and shall exclude costs for books and materials. Classes offering only Pass/Fail grading shall be reimbursed one hundred percent (100%) for achieving a passing grade.

**C. ANNUAL MAXIMUM REIMBURSEMENT** – Total annual cost to the City shall not exceed \$1,000 per fiscal year per employee, subject to availability of funding, and the tuition reimbursement will not be given to those employees who qualify for similar benefits under any other tuition refund or incentive program, policy or agreement.

**D. REPAYMENT OBLIGATION** - Employees receiving reimbursement under this program will be obligated to remain in the employ of the City for a minimum of one year following completion of coursework. Employees separated from City service prior to the expiration of the year following tuition reimbursement will refund the cost of tuition reimbursement received for their coursework completed during the prior year through deductions from their final payroll check. Employees laid off during this period shall be excluded from this obligation.

**E. APPLICATION** - Employees desiring to participate in the City of Lake Worth Beach Employee Tuition Program shall, on or before May 1 of each fiscal year, submit to their Department Head a statement of intent to make application for the Tuition Refund for the following fiscal year. Then, during the following fiscal year, the employee shall submit to their Department Head one copy of an "Application for Tuition Refund" no later than five (5) days prior to the close of

registration for the course. Department heads will affix their recommendation and forward the application to the City Manager, who will coordinate the program, if approved and budgeted.

- F. REIMBURSEMENT** - All approved applicants will submit a request for reimbursement along with tuition receipts and official grade notification through their Department Head to the City Manager no later than thirty (30) days from the receipt of grades. The City Manager will authorize payments under this program. Persons who are candidates for certificates or degrees must also submit a statement from their Academic Department Chairman, indicating the title of the degree or certificate sought and the field of specialization, if this is not already indicated on the official grade.
- G. Certification/Degree Pay** - Bargaining unit employees that are required by the City in writing to attain accreditation and certification beyond the minimum qualifications for the position for performance of their duties shall receive a five percent (5%) increase in addition to their normal salary. Additionally, employees that are directed in writing to obtain an advanced degree which the City pays for and benefits from such education, such employee(s) shall receive a five percent (5%) increase in salary, provided that such degree is not a minimum qualification for the position the employee holds. Prior to the aforementioned increase, the employee is required to provide Human Resources with a copy of the written directive issued by the Department Director with the Human Resource Director's approval to attend/obtain such degree or accreditation/certification as well as documentation of the degree, accreditation, and/or certification awarded.

The accreditations and certifications contemplated by this section are intended to reward advanced training that carries employees' skills beyond the ordinary and shall not be used for certificates of participation, routine training, equipment demonstrations and training, training provided by the Human Resources department, safety training or exercises and the like.

The parties recognize that accreditations and certifications are difficult to generally describe to account for all circumstances. For that reason, the parties agree the following certifications/accreditations shall qualify for Certification Pay when required by the City in writing and the certification/accreditation is beyond the minimum qualifications for the position for the performance of their duties:

- National Institute for Automotive Service Excellence (ASE) for mechanics
- Certifications and Licenses based on Pesticide Use (Public RUP Applicator License; Commercial RUP Applicator License; Public Health Pest Control License; Commercial Pest Control Operator Certification; Limited Lawn & Ornamental Certification; Limited Structural Certification) (if multiple certifications are directed, 5% increase for each)
- Florida Association of Code Enforcement (FACE) certification (for each level)
- System Operator NERC Certification
- AICP – American Institute of Certified Planners

- BOAF certifications – Building Officials Association of Florida
- Inspectors and Plans Examiners certified by State of Florida DBPR
- FABTO Statewide Certification – Florida Association of Business Tax Officials
- IgCC Plans Examiner; IgCC Plans Examiner with ASHRAE 189.1; IgCC Commercial Inspector; IgCC Commercial Inspector with ASHRAE 189.1; and Green Building-Residential Examiner– International Code Council
- RA – Registered Architect licensed by the State of Florida DBPR
- Registered Landscape Architect licensed by the State of Florida DBPR
- State of Florida Emergency Medical Technician I Certification
- Certified Parks and Recreation Professional (CPRP) through the National Recreation and Park Association
- Certified Playground Safety Inspector (CPSI) through the National Recreation and Park Association
- Society of Human Resources Management Certified Professional or Senior Certified Professional (SHRM-CP or SHRM-SCP)
- Human Resource Certification Institute Senior Professional in Human Resources (SPHR) or Professional in Human Resources (PHR)
- Certified Public Finance Officer through the Government Finance Officer Association
- International Public Management Association for Human Resources Certification (IPMA-CP or IPMA-SCP)
- Certified Municipal Clerk or Master Municipal Clerk through the International Institute of Municipal Clerks (IIMC), which may be obtained through the Florida Association of City Clerks
- International Society of Arboriculture (ISA) Certification
- State of Florida Backflow Prevention Assembly Tester Certification for Plumbers

The parties anticipate updating job descriptions to include some of the above certifications as minimum job qualifications. For those positions, on the first full pay period after the job descriptions are implemented, employees presently receiving the Certification Pay will have such pay rolled into the base salary and the Certification Pay will no longer be a separate pay category.



**Article 27 – Salaries**

**Section 1 – Contract Term**

This agreement shall remain in effect through September 30, 2024, after a majority of those bargaining unit members voting on the question of ratification and thereafter, upon its ratification by the City Commission ratifying the Agreement and execution of the Agreement by the City. The Agreement, upon being ratified by the appropriate Union Representatives and ratification of the City official(s) becomes effective.

**Section 2 – Wage Increases During Term of Contract**

(A) All bargaining unit classifications shall receive an increase in base pay effective as follows:

First full pay period after ratification by both parties that also occurs on or after October 1, 2021	The following classifications shall have the minimum of the salary range specially adjusted to: <ul style="list-style-type: none"> <li>• FT Lifeguard: \$19.894/hour</li> <li>• Lieutenant Lifeguard: \$22.045/hour</li> </ul>
First full pay period after ratification by both parties that also occurs on or after October 1, 2021	<ul style="list-style-type: none"> <li>• 3% increase in base pay for all employees <b>for all employees, including the special adjustments listed above</b></li> <li>• Additional increase to minimum of \$15.00 for all positions paid below \$15.00 after the 3% increase in base pay</li> </ul>
October 1, 2022	3% increase in base pay for all employees
October 1, 2023	3% increase in base pay for all employees

**(B) One-Time Signing Incentive**

In the 2021/2022 fiscal year, each bargaining unit member shall receive a one-time signing incentive, equal to the net amount of \$2,000.00, provided that the employee: (1) is employed on the effective date of this Agreement upon ratification by both parties; and (2) on the date of payment. The signing incentive shall be paid within thirty (30) days of ratification by both parties.

**Section 3 Longevity Bonus**

Upon reaching five (5) years of service, full-time, permanent employees will receive \$375. This will be received annually and increased annually by \$75 after five (5) years of service to a maximum of \$1,500 annually. For example:

5 years	\$375
6 years	\$450

7 years	\$525
8 years	\$600
9 years	\$675
10 years	\$750
11 years	\$825
12 years	\$900
13 years	\$975
14 years	\$1,050
15 years	\$1,125
16 years	\$1,200
17 years	\$1,275
18 years	\$1,350
19 years	\$1,425
20 years or more years	\$1,500 each year thereafter

**Section 4 – Emergency Preparedness**

Employees shall be eligible for pay under the City’s Hurricane and Emergency Preparedness Policy, shall be paid in accordance with the policy as amended from time to time. The City will provide the union a copy of any amended policy within 30 days of the changes being made. Emergencies are determined and declared in the sole discretion of the City and generally exclude public health emergencies (with the exception of those determined in the sole discretion of the City to have imminent and significant negative local impact).

Notwithstanding the foregoing, Essential Non-Exempt employees who are assigned to mandatory confinement on City property during the emergency shall receive their regular hourly rate plus 1.5 times the regular hourly rate during the period of mandatory confinement until released from mandatory confinement. Should an Essential Non-Exempt employee be released from mandatory confinement but then return to duty to perform work as an Essential employee not subject to mandatory confinement, the City’s Hurricane and Emergency Preparedness Policy shall apply with respect to payment of wages.

Mandatory confinement means an employee is part of a small group of Essential Non-Exempt (and Exempt) employees who are directed to remain on City property during the declared emergency beginning at a time certain and who are generally not released from City property until the severity of the emergency is determined by the City Manager or designee to end the mandatory confinement period.

Due to the unpredictable nature of some emergencies, such as hurricanes, the City Manager or designee has authority to temporarily release employees during the period of mandatory confinement in situations where the anticipated impact of the emergency has been delayed. Employees temporarily released under these circumstances and who are directed to report back to return to mandatory confinement shall be paid at the rate for mandatory confinement for both periods of time where the employee was actually subject to mandatory confinement, but not the time during which the employee was temporarily released.

## **Article 28 - Savings Clause**

If any provision of this agreement is or shall at any time be contrary to law, then such provision shall not be applicable and impact of such law shall be bargained by the parties. All other provisions of this agreement shall remain in effect.

## **Article 29 - Effect of Agreement**

### **Section 1 – Contract Term and Renewal**

This Agreement shall remain in effect through September 30, 2024, after a majority of those bargaining unit members voting on the question of ratification and thereafter, upon its ratification by the City Commission and execution of the Agreement by the City. The Agreement, upon being ratified by the appropriate Union Representatives and ratification of the City official(s) becomes effective. This Agreement shall automatically be renewed from year to year thereafter unless written notice to modify or amend is given by either party one hundred eighty (180) days before September 30, 2024 and each successive September 30. In the event such notice is given, negotiations shall commence within thirty (30) days of such notification.

### **Section 2 – Complete Agreement**

The agreements contained herein constitute the full and complete agreement between the Union and the City shall not be changed, altered, modified or amended by either party unless changes are reduced to writing and ratified by both parties.

## **Article 30 - Definition of Terms**

Anniversary Date - The date an employee begins employment with the City.

Assistant Director(s) - Assistant Director(s) employed by the City.

Union – Public Employees Union, FPD, NUCHHCE.

City - City of Lake Worth Beach, Florida.

City Commission - City Commission of the City of Lake Worth Beach.

Day - Workday, unless otherwise specified.

Directors(s) - Directors(s) employed by the City or their designee(s).

Employee - All employees represented by the Union in the bargaining unit.

Management - City Manager, Director(s), Assistant Director(s) or designee.

Meal(s) - A duty-free meal period.

Normal Work Day - Eight (8) or ten (10) hours per day.

Normal Work Week - Forty (40) hours per week.

PERC - Florida Public Employee Relations Commission.

Probationary Employees - A regular full-time or part-time employee serving a probationary period prior to final appointment to a position.

Probationary Period - A nine-month (9-month) probationary period during which the time the City will evaluate an employee's performance and ability.

Public Employee Relations Act (PERA) - Florida Statutes, 447, Part II Chapter 74-100.

Work Breaks - A minimum of fifteen (15) minutes per scheduled four (4) hours of work.

## **Article 31 – Pension**

Retirement benefits for all bargaining unit members shall be governed by the applicable provisions of Chapter 16, Pensions and Retirement, of the City of Lake Worth Beach Code of Ordinances as amended by Ordinance 2018-05.

**Ratification**

The present agreement beginning upon ratification by both parties and ending September 30, 2024, was ratified by the PEU membership on November 30, 2021, and by the City Commission on \_\_\_\_\_.

City of Lake Worth Beach:

Public Employees Union:

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

By: \_\_\_\_\_  
Henry Santana, PEU  
Administrative Organizer and Chief Negotiator

By: \_\_\_\_\_  
Evanna Stephenson, PEU  
Lead Delegate

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:

By: \_\_\_\_\_  
Glen J. Torcivia, City Attorney

Attest: \_\_\_\_\_  
City Clerk Melissa Ann Coyne, CMC



## APPENDIX A

### PEU BARGAINING UNIT CLASSIFICATIONS SUBJECT TO REVIEW BY PERC

<b><u>Job Title</u></b>	<b><u>Job Code</u></b>
Customer Service Rep	4005
Bldg/Str Maintenance Mechanic	3022
Administrative Secretary	1060
Equipment Operator II	3042
System Operator II	4042
PC Technician	1222
Energy Auditor I	4592
GIS Planner	4180
Solid Waste Foreman-Garb/Recyc	3064
Groundskeeper II	3142
Traffic Maintenance Tech	3155
Lifeguard	7535
Chief Equipment Specialist	3037
Stormwater Technician I	1900
System Operator II-GIS	4044
Library Specialist	7025
Street Sweeper Operator I	3189
Community Code Officer	1547
Accountant I	1130
HVAC Technician	3131
Equipment Operator III-Lead	3045
Solid Waste Technician	3060
Network Administrator-Microsoft	1224
Groundskeeper III	3139
Accounts Payable Manager	1128
Senior System Operator	4043
Lead Maintenance Technician	3149
Purchasing Agent	1331
Equipment Operator IV-Utility	3047
Equipment Mechanic	3035
Plumber	3126
Electrician	3189
Recycling Coordinator	3061
Customer Service Cashier	4006
Librarian I	7046
MD Inspector	1589
Refuse Collections Coordinator	1854
Carpenter	3123

Community Planner	1952
Groundskeeper – PT	3138
Irrigation Maint Tech/Gardener	3146
Licensing Officer/Permit Spec	1523
Licensing/Permit Technician	1497
Public Services Coordinator	1853
Housing Planner	1949
Solid Waste Foreman Bulk Waste	3062
Garage Store Specialist/Svc Wr	3029
SCADA & Control Programmer	4071
Chemical Technician/Gardener	3144
Painter	3120
Receptionist	1051
Resource Programmer	4072
Community Code Technician	1549
Senior Community Code Officer	1546
Administrative Assistant	1875

## APPENDIX B

### **SOLID WASTE & RECYCLING DAILY POST-ROUTE TASK LIST**

- I. Submit all SWA tickets to the LWB Solid Waste main office. If not already reported, this is when office staff should be informed of any field issues encountered that day so customer calls may be addressed appropriately.
- II. Employees are responsible for completion of daily task assignments, which includes satisfactory completion of the assigned scheduled route. Check in with Supervisor / Foreman to ensure all routes are complete for Garbage, Trash, and Recycling. If necessary, operators who complete a particular route early may be dispersed back in to the field to aid those on heavier routes in order to maintain essential service to the community. This practice reinforces the operational need to complete all routes every day.
- III. Ensure all paperwork is completed and submitted to the LWB Solid Waste main office for Garbage, Trash, Recycling, and Cart/Dumpster repairs.
- IV. All equipment & trucks must be taken to the SWA transfer station and emptied at the end of each day, regardless of the quantity of material they contain. This helps to eliminate possible health and safety issues.
- V. Employees must inspect trucks prior to beginning routes to ensure safe operating condition and must re-inspect trucks during clean-up of truck at the end of the workday. Pre-Trip/Post-Trip Inspection Reports must be completed each day. Should there be an issue that needs to be addressed per this form, the operator should turn in the equipment at the City Garage for repairs and retain their copy of the Garage repair ticket.
- VI. When an operator arrives at work in the mornings, equipment should already be prepared to begin route collections. To accomplish this efficient practice, all equipment needs to be fueled, washed, greased, fluids checked and filled, and cleaned out (including the cab) prior to being parked each evening.
- VII. Cycle all blades, compactors, and other moving components to confirm no water, oil, hydraulic, or other fluid leaks are present. Trucks should be sealed tight prior to driving routes. This practice will help eliminate unsightly and pungent odors in our City neighborhoods and rights of way.
- VIII. At the conclusion of a daily route, prior to leaving the City limits for the SWA transfer station, an operator shall check in with the LWB Solid Waste main office for customer call-ins regarding missed carts, missed stops, or missed dumpsters on that particular route.
- IX. Ensure the Solid Waste yard & wash ramp are clean with all tools stored properly.

- X. Employees must check with the Supervisor/Foreman to make sure all of the assigned tasks are complete and receive approval from the Supervisor/Foreman to conclude the shift, prior to leaving for the day.
  
- XI. Certain monthly tasks will be assigned on days designated by the Supervisor/Foreman and must be completed on the day assigned before the employee will be approved to conclude the shift.