

**AGREEMENT BETWEEN**

**THE CITY OF RIVIERA BEACH, FLORIDA**

**AND**

**FLORIDA PUBLIC SERVICE UNION  
SERVICE EMPLOYEE INTERNATIONAL UNION**

**October 1, 2008 through September 30, 2011**

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**ARTICLE 1: PREAMBLE**

This Agreement is entered into by the City of Riviera Beach, Florida, hereinafter referred to as the "City" and the Service Employees International Union, hereinafter referred to as the "Union."

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and meaningful labor relations for the mutual benefit of the City of Riviera Beach in its capacity as an Employer, the Employees, and the citizens of the City of Riviera Beach.

The parties recognize that the best interest of the community and the job security of the employees of the City depend upon the City's success in establishing and maintaining, effective, proper, and superior service to the community.

## ARTICLE 2: RECOGNITION

The City hereby recognizes Florida Public Service Union, affiliated with the Service Employees International Union, as the exclusive bargaining agent for the general employees in Riviera Beach in the departments and classifications listed in the Florida Public Employees Relations Commission Certification of Representatives issued in Case No.: H-RC-743-005 dated April 24, 1975, and as amended in Case No.: MS-84-026, dated August 29, 1984, for the purpose of collective bargaining in good faith on wages, fringe benefits, and other conditions of employment affecting SEIU bargaining unit members, and to execute a written agreement with respect to agreements concerning the terms and conditions of employment.

### ARTICLE 3: MANAGEMENT RIGHTS

**Section 1.** The Union recognizes the prerogative of the City to operate and manage its affairs in all respects; in accordance with its responsibilities, and the powers or authority which the City has not officially abridged, delegated, or modified by this Agreement, are retained by the City. Management officials of the City retain the rights, in accordance with applicable laws, regulations, and provisions of the Civil Service System, but are not limited to the following:

- a. To manage, direct, plan, control and determine services to be conducted by the employees of the City.
- b. To classify, evaluate, hire, promote, transfer, schedule, assign, and retain employees positions of the City.
- c. To suspend, demote, discharge, or take other disciplinary action against employees for just cause.
- d. To relieve employees from duty because of lack of work, funds, or other legitimate reasons.
- e. To maintain the efficiency of the operations of the City.
- f. To determine the methods, means, and personnel by which such operations are to be conducted.
- g. To determine the organization of the City Government.
- h. To determine the number of employees to be employed by the City.
- i. To determine the number, types and grades of positions of employees assigned to an organization unit, department, or project.
- j. To determine internal security practices.

**ARTICLE 3: MANAGEMENT RIGHTS (continued):**

**Section 1.** continued

- k. To determine those matters covered by the Civil Service System.
- l. To implement the missions and policies as set forth by the City.
- m. To introduce new or improved methods, equipment or facilities.
- n. To make, publish and enforce rules and regulations.

**Section 2.** The City Council has sole authority to determine the purpose and mission of the City and all its employees and the amount of the budget to be adopted, and shall not in any way, directly or indirectly, be subject to the grievance procedure or arbitration.

**Section 3.** If, in the sole discretion of the City Council, it is determined that Civil emergency conditions exist, including but not limited to, riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this agreement may be suspended by the Mayor during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

**Section 4.** It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described; and employees, at the discretion of the City, may be required to perform duties not within their job description in accordance with the provisions within this agreement.

## **ARTICLE 4: PROHIBITION OF STRIKES**

**Section 1.** The Service Employees International Union, or their member agents or designees, agree during the life of this Agreement that they shall have no right to engage in any work stoppage, slow down, or strike, or similar activities, which interfere with the operation and mission of the City Administration, the consideration for such provisions being the right to a resolution of disputed questions. The Employer shall have the right to a resolution of disputed questions. The Employer shall have the right to discharge or otherwise discipline any or all employees who violate the provisions of the section. Such disciplinary action by the City shall not be subject to any grievance or appeal procedure as provided for in this Agreement, except to the extent that there is a question of fact as to the employee engaging in the prohibited activity.

**Section 2.** In the event of a strike, work stoppage, or interference as defined in the Public Employees Relations Act, Section 447.203 (6), with the operation and accomplishment of the mission of the City Administration, the President of the Union shall properly and publicly disavow such strike or work stoppage and order the employees to return to work and attempt to bring about prompt resumption of normal operations. An authorized Union Representative shall notify the City within twenty-four (24) hours after the commencement of such strike, what measures it has taken to comply with the provisions of this Article.

**Section 3.** The provisions of this article supersede any reference to the right to strike found in the International Constitution and bylaws of the Service Employees International Union.

## **ARTICLE 5: NON-DISCRIMINATION**

The Employer and Union agree that the basic intent of this Agreement is to provide a fair day's work in return for a fair day's pay and to provide conditions of employment suitable to maintain a competent work force. The Employer and the Union agree that all provisions of this agreement shall be applied to all employees covered by it and the Employer and the Union affirm their joint opposition to any discriminatory practices in connection with employment, promotion, or training, remembering that the public interest requires the full utilization of employees' skill and ability without regard to race, color, creed, national origin, sex, age, handicapped or veteran status.

## ARTICLE 6: UNION STEWARDS

**Section 1.** The Union, as representative of the employees in the bargaining unit covered by this Agreement, shall have the right to present its views to management on matters of concern either orally or in writing.

**Section 2.** The City agrees to recognize the officers, chief steward, and stewards designated by the Union as agents of the Union. The Union shall furnish written notice to the City Manager's office of such Union office or stewardship prior to it becoming effective. The City recognizes the right of the Union to designate one (1) Chief Steward and five (5) Assistant Stewards from among the regular full time unit employees.

**Section 3.** Officials for the Union, as designated hereinabove, may, with proper authorization, which will not be unduly withheld, be admitted on City property. Officials as designated above shall be able to talk with employees before or after regular working hours or during lunch of said employees on the City's property in areas mutually agreed on by the Union and the Employer.

**Section 4.** Stewards shall be allowed reasonable time-off without loss of pay during their regular shift hours for investigating grievances; however, each will first obtain oral permission from his immediate supervisor or in his absence, the next level of supervision. Permission will not be unduly withheld by the supervisor.

**ARTICLE 6: UNION STEWARDS (continued):**

**Section 5.** The Union, its members, agents, representatives, or any person acting on its behalf are hereby prohibited from (1) distributing literature in work areas where public employees work, (2) soliciting or advocating support of an employee organization's activities during working time. Any employee shown to have violated any provision of this section may be discharged or otherwise disciplined by the City notwithstanding further provisions of the laws and notwithstanding provisions of any collective bargaining agreement.

**Section 6. UNION TIME POOL**

Effective upon ratification by the parties, a member of the bargaining unit shall voluntarily transfer one hour for annual leave time per fiscal year into a Union Time Pool so that City Union representatives may remain in a paid status while on approved union leave. One (1) hour will be deducted from the said volunteer member's accrued annual leave in the second pay period of October based upon written authorization by the employee. All authorization forms must be submitted collectively by the Union to the City in the first week of October. Leave shall be granted in order to attend union conferences, training sessions, or other related union business. The Department Director may approve leave time in advance. Pool time shall not be unduly withheld. All requests for the use of the Union time pool shall be submitted through and include authorization from the Union president if the absence is to be covered by payments from the Union time pool.

**ARTICLE 6: UNION STEWARDS (continued):**

**Section 6. UNION TIME POOL (continued):**

Charges against the Union time pool shall be documented by the use of a Union time pool authorization form to be completed for each request. At a minimum, the form will identify the name of the User, the number of hours requested, employee's current hourly rate, the purpose of the request, and the signatures of the employee, department director or designee and the Union President. A record of all time donated and drawn against the Union time pool shall be kept by the Department Director or designee and Union President and a detailed summary will be submitted on October 1 and April 1 or each fiscal year to the Human Resources Department.

**Section 7.** Consistent with the accomplishment of the City's Mission, an officer or member of the SEIU may be granted extended periods of leave to engage in legitimate activities of SEIU. Such leave shall be arranged through and approved by the Union President and Department Director. The City agrees to pay an employee from the amount of hours in the time pool at the employee's current daily rate for all time lost upon receipt of Union time pool authorization form.

**ARTICLE 7: DUES AND/OR COPE AND DISCONTINUATION OF DEDUCTIONS**

**Section 1.** Employees covered by this Agreement may authorize payroll deductions for the purpose of paying Union dues and/or deducting for contributions to the Committee on Political Education (COPE). Request for same must be on a prescribed form. No authorization shall be allowed for payment of initiation fees, special assessments, fines, penalties, or delinquent dues, except for union dues and COPE.

**Section 2.** The Union will notify the City as to the amount of dues. This notice must state the weekly amount in dollars and cents for each individual member. Such notification will be certified to the City in writing over the signature of an authorized officer of the Union at least thirty (30) calendar days in advance of the effective date. Changes in membership dues will be similarly certified to the city and shall be done at least thirty (30) calendar days in advance of the effective date of such change.

**Section 3.** Dues will be deducted weekly (each applicable pay period) and the funds deducted shall be remitted monthly to the treasurer of local SEIU within fifteen (15) days. The Union will indemnify, defend, and hold the City harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by other reason of action taken or not taken by the City on account of payroll deductions of Union dues. The Union agrees that in case of overpayment, proper adjustment, if any, will be made to the affected employee by the Union.

**ARTICLE 7: DUES AND/OR COPE AND DISCONTINUATION OF DEDUCTIONS**

**(continued):**

**Section 4.** The following form shall be used for the Union Dues Authorization for deduction and authorization of COPE deductions.



**ARTICLE 8: BULLETIN BOARDS**

**Section 1.** The Union shall be provided bulletin boards or partial use of bulletin boards for the posting of the Union business. The Union shall have at least one bulletin board or partial bulletin board at each location so designated by the City in the areas where unit employees normally are assigned to work. These bulletin boards shall be used for posting authorized Union notices, but restricted to the following:

- a. Notices of Union recreational and social affairs;
- b. Notices of Union elections and results of such elections;
- c. Notices of Union appointments and other official Union business; and
- d. Notice of Union meetings.

Copies of all notices posted on the bulletin boards shall be sent to the City manager's office.

**Section 2.** All other information, including any notices containing any information other than purpose, date, time, and place, may be posted on such designated areas only upon the approval of the City Management's office.

All costs incident to preparing and posting of Union materials will be borne by the Union. The Union is responsible for posting and removing approval material on its bulletin boards and for maintaining such bulletin boards in an orderly condition.

## **ARTICLE 9: GRIEVANCE PROCEDURE**

**Section 1.** It shall be the policy of the City of Riviera Beach, Florida, to provide a procedure for the presentation and resolution of grievances or misunderstandings which may arise from the application or interpretation of this Agreement between employees and their supervisor, and to assure employees that their problems and complaints will be considered fairly, honestly, and without reprisal.

**Section 2.** The primary purpose of the grievance procedure is to determine what is right rather than who is right. Free discussion between employees and supervisors will lead to a better understanding by both of the practices, policies, and procedures which affect employment. It will also serve to identify and help eliminate conditions which may or conceivably have caused misunderstanding and grievances. The purpose is defeated if a spirit of conflict enters into the consideration of a grievance. Supervisors and employees alike must realize and recognize the true purpose of a grievance procedure if such procedure is to have value in promoting the well being of the City Service.

**Section 3.** A grievance is defined as a complaint arising out of an alleged violation concerning the application, interpretation, or compliance with the provisions of this Agreement.

**ARTICLE 9: GRIEVANCE PROCEDURE (continued):**

**Section 4.** No employee or group of employees may refuse to follow directions pending the outcome of a grievance. Employees in the bargaining unit will follow all written and verbal directions, even if such directives are allegedly in conflict with the provisions of this Agreement. Compliance with such directives will not in any way prejudice the employee's right to file a grievance within the time limits contained herein, nor shall compliance affect the ultimate resolution of the grievance. For the purposes of this article, the term "business days" shall mean employee's workday Monday through Friday, exclusive of Saturday, Sunday, and holidays recognized by this agreement. Moreover, the filing of a grievance shall in no way interfere with the right of the City to proceed to carry out its management responsibilities, subject to the final resolution of the grievance.

**Section 5.** Grievance discussions in the various steps will be conducted during regular business hours. The employee and the steward may request time to appeal a grievance to a higher step. The grievant and stewards shall suffer no loss of pay or benefits in processing grievances through the various steps. Their immediate supervisor will grant the opportunity so long as it does not interfere with work operations.

**ARTICLE 9: GRIEVANCE PROCEDURE (continued):**

**Section 6.** Grievance time limits shall be strictly observed; however, they may be extended for good and sufficient reason by mutual agreement of the Union and management. The date of disposition shall be the dates in which the immediate supervisor or other management official delivers the disposition to the Union or grievant, whichever is appropriate, or the date of postmark in those instances where delivery is by U.S. Mail. All grievance statements of appeal and answers after step 1 must be in writing. Grievances not appealed to the next higher step within the prescribed time limits will be considered settled on the basis of the last answer by management. Failure of the City or its representatives to observe time limits for any step of the grievance procedure shall entitle the Union or grievant, whichever is appropriate to proceed to the next step in the grievance procedure. 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. The Union must notify the grievant and City of its refusal for this reason.

**Section 7.** The commencing of a legal proceeding against the City in a court or equity or before the Public Employees Relations Commission, or any other administrative agency, by an employee or the Union, for misapplication or misinterpretation of the terms of this agreement, is deemed an election of remedy and shall be deemed a waiver by said employee or the Union of its/their right to resort to the grievance and arbitration procedure contained in this Agreement.

**ARTICLE 9: GRIEVANCE PROCEDURE (continued):**

**Section 8. WITHDRAWAL OF GRIEVANCE**

A grievance may be withdrawn by the aggrieved employee at any time and at any step of this procedure, and may not be resubmitted at a later date.

**Section 9. UNION GRIEVANCE AND APPEAL PROCEDURE STEPS**

**Step 1.** Within five (5) business days of the incident, an employee or the Union during regular business hours may initiate a written grievance with the employee's supervisor involved in the grievance and verbally discuss the grievance with the employee's supervisor. Either party may have the Union Steward present if they desire. The discussion will include the substances of the grievance, a description of the action requested, the basis for the request, and the specific provision or provisions of this agreement which have been violated. Any grievance not conforming to the provisions of this paragraph shall be denied and not eligible to advance through the steps of the grievance procedure, including arbitration. Within five (5) business days, the Supervisor will provide written notification to the employee of the supervisor's decision.

**Step 2.** If the grievance is not resolved in Step 1 within five (5) business days, the employee or Union, whichever is appropriate, may appeal to Step 2 by submitting his complaint or grievance in writing to the Department Director on a form mutually agreed to by the parties. The Department Director will investigate the alleged grievance and if necessary, will conduct a meeting with the aggrieved employee, the Union Steward and the initial

**ARTICLE 9: GRIEVANCE PROCEDURE (continued):**

**Step 2. (continued)**

supervisor involved. Within five (5) business days of the Department Director's receipt of the written grievance, the Department Director will give an answer in writing. Information regarding resolved grievances during Step 1 or Step 2 will be forwarded to the Director of Human Resources for filing.

**Step 3.** If the grievance is not resolved at the Department Director's level, the Union may appeal within five (5) business days, and in writing to the Director of Human Resources. Within ten (10) business days of receipt of said written grievance appeal, the Director of Human Resources will answer in writing to the grievance and return a copy of the findings to the employee and the Union.

**Step 4.** If the grievance is not resolved at the Human Resources Department level, the Union may appeal within five (5) business days, and in writing to the City Manager's office. Within ten (10) business days of receipt of said written grievance appeal, the City Manager has the discretion to meet with the grievant, the Union steward, International or State representatives, and departmental management to discuss and seek a solution to the grievance. The City Manager within ten (10) business days of first receipt of grievance will answer in writing to the grievance and return a copy of the findings to the employee and the Union.

**ARTICLE 9: GRIEVANCE PROCEDURE (continued):**

**Step 5.** In the event that a grievance or dispute relating to the meaning of an application or interpretation or compliance with the provisions of this Agreement is not settled under the foregoing steps of the grievance procedure, such dispute may be referred by either party to an impartial Arbitrator to be appointed by mutual agreement of the parties. However, if the City Manager does not agree that the matter is arbitrable, notification shall be to the Union of such, within ten (10) business days of receipt of the Union's request to proceed to arbitration. The parties agree that in such an instance, the arbitrator selected to hear the grievance will first consider the question of arbitrability of the grievance.

If there is no objection by either party to the Arbitrability of the grievance, and the above mentioned procedure has been fully complied with or results in a determination that the grievance is arbitrable, the parties shall proceed immediately (the same day as the Arbitrability hearing and before the same arbitrator) to arbitrate the grievance.

In case the City and the Union are unable to agree upon the impartial Arbitrator within fifteen (15) business days after the conclusion of Step 4, then on application of either party, petition may be made to the federal mediation and Conciliation service in Washington, DC, to supply the parties a panel of arbitrators.

The parties will select an arbitrator from the panel by alternately striking names from the panel. The remaining arbitrator shall be designated to hear the unsettled grievance.

**ARTICLE 9: GRIEVANCE PROCEDURE (continued):**

**Step 5: (continued)**

Any impartial arbitrator designated hereunder, to whom any grievance or dispute shall be submitted shall have the jurisdiction and the authority to apply and interpret the provisions of this Agreement insofar as may be necessary to the determination of such grievance. The arbitrator shall not have jurisdiction or authority to alter or change in any way the provisions of this agreement. The decision of the arbitrator on any matter within the arbitrator's jurisdiction shall be final and binding on the Union, the City, and the employees covered by the agreement. The expenses and fees of the arbitrator shall be paid by both parties equally.

**Section 10.** All eligible employees shall have the right of appeal, either through the negotiated grievance procedure contained herein, or the City Civil Service Appeals procedure, but not both, provided the matter is grievable under this contact. Further, an employee that desires to file a grievance must indicate in writing his preference as to appeals procedures.

**ARTICLE 10: REPRESENTATION OF THE UNION**

The membership of the Union shall be represented by the President of the Union or by a person or persons designated in writing to the City manager by the president of the Union. The identification of representatives shall be made each year prior to April 1st. The president of the Union, or the person or persons designated by the said president, shall have full authority to conclude a collective bargaining agreement on behalf of the Union subject to the majority vote of those employees voting on the question of ratification. It is understood that the Union representative or representatives are the official spokesperson of the Union for the purpose of negotiating with the City. Such negotiations entered into with persons other than those as defined herein, regardless of their position or association with the Union, shall be deemed unauthorized and shall have no right or authority in committing or in any way obligating the Union. It shall be the responsibility of the Union to notify the City manager in writing of any changes in the designations of the president of the Union or of any certified representative of the Union.

**ARTICLE 11: BASIC WORK WEEK AND OVERTIME**

**Section 1.** The basic work week shall consist of forty (40) hours unless otherwise specified. Departmental Management will establish the basic work week and hours of work best suited to meet the needs of the department and to provide superior service to the community. Nothing in this agreement shall be construed as a guaranteed or limitation of the number of hours to be worked per week.

Communications operators can be assigned a twelve (12) hour work shift. Management shall determine a choice of shift time which shall be determined by a majority vote of the Communications Operators. Prior to the implementation of the twelve (12) hour work shift, the department will provide a 30 days notice to the Union and employees. Once the twelve (12) hour work shift is implemented, a volunteer standby list will be established by pay cycle where employees may volunteer to be on standby one or more of their days off. Employees who are on standby will receive compensation according to Section 7 of this Article.

Shift bidding shall occur twice a year in January and July. Employees shall bid shifts by classification seniority.

In a two (2) week pay cycle, shifts will consist of three (3) days or 36 hours for one (1) week and four (4) days or 48 hours in second week.

**ARTICLE 11: BASIC WORK WEEK AND OVERTIME (continued):**

Emergency replacement including but not limited to, declared emergency and or civil disorder shall be processed in the following order:

- A. Contact part-time employees
- B. Draft personnel based on an inverse seniority system starting with the person with the most time off. In this connection, the drafted employee will receive two hours call-out in addition to all hours worked.

Communications operators will receive a one (1) hour lunch period and two (2) 15-minute breaks while working the twelve (12) hour work shift.

The City will provide the Union and employees with a 30 days notice prior to changing work schedules.

**Section 2.** All authorized and approved work performed in excess of forty (40) hours in any one work week shall be considered as overtime and shall be paid at the overtime rate of one and one-half times the employee's straight time rate of pay.

**Section 3.** Supervision will provide notification to first shift employees of overtime to be worked on a daily basis no later than the noon hour of the day the overtime is to be scheduled. Those employees who work the second shift and third shifts and are required to work overtime will, where possible, be provided notice of the overtime at least four (4) hours prior to the end of their shift. Notification of weekend overtime to be worked shall be made

**ARTICLE 11: BASIC WORK WEEK AND OVERTIME (continued):**

the previous Thursday. Exception of this rule shall be for emergency services beyond the control of the City.

In the selection of an employee to be assigned overtime, the needs of the City shall be the most important consideration. Supervision shall make every reasonable effort to distribute such assignments so as to provide the opportunity for overtime to those full time employees within a division or department (only in those departments which have no division) who are qualified for the assignment and who are in the classification needed to perform the overtime assignment. Full time qualified employees who are in the classification needed to perform the overtime assignment will be the first assigned to such overtime. In the event, the need for overtime assignment exceeds the number of qualified employees in the required classification, supervision may assign other full time employee(s) to do the overtime work.

**Section 4.** Where a department has a seven (7) day continuous operations, employees will have two (2) consecutive days off, where possible, after completing their regularly scheduled five (5) day work week.

Management may determine a choice of workweek and shift time (e.g. a four-day 10-hour workweek) which is implemented after consultation with affected employees and the Union.

Irrespective of the foregoing, the employees in the classification of Water Plant Operator, shall have a ten (10) hour, four (4) day work week. Operators will have three (3)

**ARTICLE 11: BASIC WORK WEEK AND OVERTIME (continued):**

shifts. First shift will begin morning hours, second shift will begin afternoon hours, third shift will begin evening hours.

Employees will bid their shifts by classification seniority and **rotate** shifts once a year also bidding by classification seniority.

Employees in the classifications of water plant operator, communications operators, and security guards who work the third shift, shall receive a five percent (5%) differential pay.

**Section 5.** For the purpose of overtime computation, holidays, vacations and the time spent by employees attending required (for the purpose of upward mobility) continuing education course/training to maintain or secure a required license/certifications necessary to perform their duties, shall be considered as time worked. Sick leave, funeral leave, jury duty, annual military leave, and other absences from duty on active pay status shall not be considered as time worked for purposes of overtime computation.

**Section 6.** Employees shall be required to work overtime as directed unless excused by their supervisor. In the event any employee in the unit is required to work approved overtime, employee will not be required to use annual leave nor be placed in a "leave without pay" status during the basic work week in order to compensate or offset the overtime hours worked or to be worked.

**ARTICLE 11: BASIC WORK WEEK AND OVERTIME (continued):**

**Section 7.** Stand-by time: In order to provide coverage for services during off-duty hours, it may be necessary to assign and schedule certain employees to stand-by duty. A stand-by duty assignment is made by a Department Director who requires an employee, on his off-duty time, which may include nights, weekends, or holidays to be available for work due to an urgent situation. Employees assigned to stand-by duty by their Department

Director are guaranteed stand-by pay of two (2) hours pay at their regular straight time rate for each eight (8) hour increment of stand-by time assigned and scheduled.

Employees, while on stand-by duty when called to work, will in addition to the stand-by pay of two (2) hours for each eight (8) hours assigned, be paid for the actual time worked with a minimum guarantee of one (1) hour's pay for each call to work.

For pay purposes, actual time worked starts at the time of notice and ends when the employee returns home. Stand-by pay shall be paid at the regular rate and not considered in computing overtime unless the total hours worked in a work week exceeds forty (40) hours.

**Section 8.** Employees shall not be assigned to stand-by duty if excused in advance by management. The department will seek volunteers, whenever possible, consistent with equitable distribution of stand-by time within work area, classification, and shift, and consistent with skill and ability. In the event

**ARTICLE 11: BASIC WORK WEEK AND OVERTIME (continued):**

volunteers are not available, the qualified employee(s) with the least amount of stand-by time shall be required to take the assignment in order to maintain effective, proper, and superior service to the community.

## ARTICLE 12: SICK LEAVE

### Section 1. ACCUMULATION-LIMITATION

Each full time, regular employee in the classified service shall earn sick leave at the rate of one (1) working day per month of continuous service for a total of twelve (12) working days per calendar year. This sick leave shall be cumulative throughout the employee's service. There shall be no limit to the accumulation of an employee's sick leave, however, payout shall be limited to one hundred twenty (120) days. Except for emergencies or exceptional cases, no less than one (1) hour will be approved as determined by the employee's supervisor.

Regular full time employees shall be paid fifty percent (50%) of any unused sick leave days, up to one hundred twenty (120) days, upon termination of employment, for other than discharge for just cause. Regular full time employees with fifteen (15) years or more service shall be paid one hundred percent (100%) of any unused sick leave days, up to one hundred twenty (120) days, upon termination of employment, for other than discharge for just cause. Such sick leave payment shall be at the employee's current regular rate of pay, at the time of termination.

Requests for more than three (3) days sick leave must be accompanied by a doctor's certificate. When a regular employee has used all the accumulated sick leave and is still unable to return to work, the employee may draw against the annual leave account for the full amount the employee has accumulated. Request for such additional leave must be made to the Department Head by the employee or the employee's designee, and the Director of Human Resources shall be promptly notified of such request.

**ARTICLE 12: SICK LEAVE (continued):**

**Section 2: PROCEDURE FOR FILING SICK LEAVE**

In order to be granted paid sick leave, an employee must meet the following conditions:

Notify the Department Head or immediate supervisor of the employee's illness or the illness of a member of the immediate family not later than one (1) hour after the beginning of his scheduled work day or before the start of such work day.

For purposes of this Article, immediate family shall include spouse, child or parent.

Irrespective of the foregoing, the employee in the classifications of Water Plant Operator, Customer Service Worker, Emergency Communications Operator and Security Guard shall be required, unless excused by emergency situations, to notify the Department Head or immediate Supervisor of the illness or illness of the immediate family not later than one (1) one hour prior to scheduled shift. The City shall provide a twenty-four (24) hour contact number to all affected employees.

**Section 3: PARENTAL LEAVE**

It shall be incumbent on the employee or the designate to notify the Human Resources Director immediately, and in writing, of said date of actual birth before Parental Leave will be authorized.

An employee utilizing Family Medical Leave Policy HR-97-02 benefits shall run concurrently with the benefits provided in this Section.

**ARTICLE 12: SICK LEAVE (continued):**

**Section 3: PARENTAL LEAVE: continued**

The current Family Medical Leave Policy, Policy # HR 97-02 in the Administrative Policies and Procedure Manual dated 09-22-97 shall be maintained for the duration of this Agreement as it relates to parental leave.

**Section 4: ABUSE OF SICK LEAVE**

a. If, and whenever, sick leave abuse appears probable, or where an employee consistently uses sick leave as it is earned, the employee claiming/requesting such sick leave will be informed by the immediate supervisor or Department Head that the employee is suspected of sick leave abuse; and thereafter, the immediate supervisor or Department head will hold a conference with the employee to discuss the alleged abuse and an official record of said conference will be provided to the employee.

If, after counseling by the immediate supervisor or Department Head, an employee continues to abuse sick leave or use sick leave as it is earned, the employee may be required to furnish competent medical proof of the necessity of such absence, prior to sick leave pay being paid.

Sick leave abuse occurs when an employee consistently uses sick leave as it is earned, sets a pattern of taking certain days off each month, or prior or after a previously approved vacation leave or consistently take sick days off before and after a weekend or after the employee's regular days off.

**ARTICLE 12: SICK LEAVE (continued):**

**Section 4: ABUSE OF SICK LEAVE: continued**

- b. Abuse of sick leave may constitute grounds for disciplinary action.
- c. An employee off duty due to illness is expected to remain at the employee's residence during the period of said absence, except that the employee may leave the residence to receive medical treatment, secure drugs, or for any other appropriate medical reason.

**Section 5: DONATION OF LEAVE TIME**

A Donation of Leave Time Policy will be established to allow an employee to donate accrued/available Vacation Leave, Sick Leave or Good Cause Day time to another employee, when that employee suffers a job-related or non job-related accident, injury, or illness and does not have sufficient vacation, sick or personal holiday days accrued/available, or in their bank to cover the period of time they must be off work due to their accident, injury, or illness and no paid leave is available to them. Any donation of time is voluntary. Employees donating time must leave seven (7) days in their own account.

Employees who agree to donate days based upon this policy will not be prohibited from donating any days in excess of the actual days needed by the employee on approved leave. Unused days not used by the requesting employee shall revert to the donating employee or if the donating employee has terminated employment with the City, said days shall be forfeited by both the donating

**ARTICLE 12: SICK LEAVE (continued):**

**Section 5: DONATION OF LEAVE TIME**

employee and donor employee. In order to be eligible to participate under this Section, an employee must be on regular status.

**Section 6: SICK LEAVE INCENTIVE PROGRAM**

a. Any employee who has at least sixty (60) days remaining in their sick leave account at the end of the fiscal year (September 30) may elect to be paid for nine (9) days provided at the end of the subsequent year the employee has at least sixty (60) days in the sick leave account.

b. Any employee who has at least thirty (30) days remaining in their sick leave account at the end of the fiscal year (September 30), may elect to be paid for either three (3) or six (6) days, provided at the beginning of the new fiscal year (October 1) the employee has at least thirty (30) days remaining in the sick leave account.

c. Any employee employed at the beginning of the fiscal year, and who has less than thirty (30) days of sick leave, may elect to be paid for three (3) days of accrued leave. In order to elect to be paid this benefit, the employee must not have used more than two (2) days of sick leave in the preceding year.

d. The election of a, b, or c above must be made in October of the current fiscal year, and payment will be made by December 31st of the current election year. Payment will be at the employee's current rate of pay as of the date paid, and will not be affected by any subsequently adopted retroactive pay increases. Any unused or unpaid sick leave shall remain in the employee's sick leave accrual account.

**ARTICLE 12: SICK LEAVE (continued):**

**Section 6: SICK LEAVE INCENTIVE PROGRAM: continued**

e. Employees who are not employed on the date pay-off is made in December, may take advantage of this program as long as the employee is employed by City on September 30 in the immediate previous fiscal year.

**ARTICLE 13: COMPASSIONATE LEAVE**

In the event of the death of the mother, father, brother, sister, spouse, son, daughter, grandparent, mother-in-law, father-in-law, sister-in-law, brother-in-law, direct sibling of employee or spouse, step-parent, step-brother, step-sister, step-child or grandchild of a full time regular employee, such employee shall be entitled to paid compassionate leave not to exceed three (3) working days for any one death. Proof of relationship to the employee must be submitted in the form of an obituary or funeral notice/program.

Five (5) days shall be granted if the employee is in attendance at the funeral and such funeral is held out of the State of Florida.

The City Manager may grant additional leave under this Section, except that such additional leave shall not be debited against the employee's annual leave.

**ARTICLE 14: MILITARY LEAVE**

Full-time employees in the City service who are members of military reserve units and who must attend annual training sessions are entitled to leave of absence with full pay. The City of Riviera Beach, pursuant to Florida Statutes, Section 115.07 - Officer's and Employees' Leave of Absence, grants up to seventeen (17) days leave with pay each year in order that such employees may fulfill their military obligations.

Full-time employees in the City service who are called to perform military service shall, be granted leave of absence without pay for such service in accordance with the provisions of Florida Statutes, Section 115.09 - Leave to Public Officials for Military Service; Section 115.12 - Rights During Leave; Section 115.13 - Resumption of Official Duties; and Section 115.14 - Employees and the City's Military Leave Policy.

Copies of such Florida Statutes as mentioned above shall be available in the office of the City Attorney.

**ARTICLE 15: LEAVE WITHOUT PAY**

**Section 1.** Employees may request, in writing, a leave of absence without pay for up to ninety (90) days. Such requests must be approved by both the Department Director and the City Manager.

**Section 2.** The decision to grant leave without pay (Leave of Absence) is a matter of administrative discretion. The Department Director will weigh each request and determine each case on its own merits. The reason for approval or denial shall be given in writing.

**Section 3.** An employee granted a leave of absence must keep the department informed, every three (3) months, of the current activity (school, medical, military, etc.). In addition, the employee must keep the department advised of their current address at all times.

**Section 4.** An employee granted a leave of absence and who wishes to return before the leave period has expired, shall be required to give the Department Director at least two (2) weeks notice. Upon receipt of such written notice, the employee must be permitted to return to work.

**Section 5.** An employee granted leave of absence shall, upon the termination and/or expiration of the leave, return to the job classification and rate of pay held at the time of going on leave. Failure to return to work on the scheduled date shall result in termination unless an extension of the leave is approved prior to

**ARTICLE 15: LEAVE WITHOUT PAY (continued):**

**Section 5. continued**

the return date by the City Manager.

**Section 6.** Group life and hospitalization insurance coverage may be continued for a maximum period of ninety (90) days while on authorized leave of absence, provided premium payments are kept current by the employee. In case of leave of absence for illness, the maximum period shall be twelve (12) months during which period group life, dental and hospitalization may be continued provided premium payments are kept current.

**ARTICLE 16: JURY DUTY**

Leave with pay shall be authorized for full-time employees in the classified service who may be required to perform jury duty. Employees who perform jury duty and are released by the Court during the first half of their regularly scheduled workday are expected to report to work when excused or released by the Court.

If an employee is called for jury duty, the employee shall promptly notify the immediate Supervisor within five (5) days of receipt of the notice of jury duty or within five (5) days of appearance pursuant to the notice of jury duty.

The employee must provide the Department Director or immediate supervisor with proof of jury duty before compensation is approved.

**ARTICLE 17: SENIORITY, PROBATION, AND REDUCTION-IN-FORCE**

**Section 1.** City Seniority is understood to mean an employee's most recent date of employment or re-employment. Seniority will continue to accrue during all types of leave except Leave Without Pay for more than thirty (30) calendar days which shall cause this date to be adjusted for an equivalent amount of time. Leave without pay for periods of less than thirty (30) days shall not cause the City seniority date to be adjusted.

City seniority shall be used for the purpose of computing vacations, service awards, and other matters based on length of service.

**Section 2.** Classification seniority shall be understood to mean length of time in the classification. After successful completion of the probation period, length of time in classification reverts to the date of entry, transfer, or promotion to the present classification. Seniority will continue to accrue during all types of leave except for leave without pay of thirty (30) calendar days or more which shall cause this date to be adjusted for an equivalent amount of time. Leave of absence without pay for periods of less than thirty (30) calendar days shall not cause the classification seniority date to be adjusted. Classification seniority shall be used in conjunction with job classification for the purpose of lay-off and consideration for promotion.

**Section 3.** All newly hired and promoted employees shall be placed on probation for the first one hundred eighty (180) days in the classification. All employees on initial probationary status

**ARTICLE 17: SENIORITY, PROBATION, AND REDUCTION-IN-FORCE**

**(continued):**

**Section 3. (continued):**

(new employees) shall be eligible for membership in the Union but shall not be entitled to the benefits outlined in this Agreement with the exception of holiday pay and insurance coverage when eligible. However, newly hired probationary employees shall accumulate one (1) day sick leave and one (1) day vacation (annual leave) each month during the probationary period. Initial probationary employees will not be eligible to utilize accumulated sick leave or vacation leave during their probationary period. At the conclusion of their probationary period, employees will be eligible to use accumulated sick and vacation leave.

**Section 4.** Employees shall lose their seniority as a result of the following:

- a. Voluntary termination;
- b. Retirement;
- c. Termination for just cause;
- d. Lay-off exceeding one (1) year;
- e. Failure to report to the Department Head intention of returning to work within five (5) days of the return receipt verification in cases of recall; or
- f. Failure to return from Military Leave within the time limits prescribed by law.

**ARTICLE 17: SENIORITY, PROBATION, AND REDUCTION-IN-FORCE**

**(continued):**

**Section 5.** In the event of a lay-off, the City of Riviera Beach will notify the employees and the Union, whenever possible, ten (10) days prior to the effective date of the lay-off. A copy of the lay-off notice along with the up-to-date Classification Seniority List will be sent to the Union.

a. Classification Seniority shall apply in lay-offs and promotions within the Classifications on a City-wide basis. If an employee is displaced due to Classification Seniority during a lay-off, an employee may exercise their City seniority to secure a job for which they are qualified within the bargaining unit of the SEIU Union on a City-wide basis.

When an employee moves into a classification that they never held through a reduction-in-force, the employee becomes the junior employee in the new classification.

When an employee moves into a previously held classification through a reduction in force, the employee reverts to classification seniority.

An employee who is displaced through a reduction in force, who moves into a lower paid position with the City, shall suffer no loss of pay, but shall have their pay red circled and shall receive no increases (except across the board cost of living or general wage increases) until such time as increases to the lower pay scale causes the employee to receive a wage increase.

b. Under this Agreement, when reduction-in force is necessary, probationary employees in the affected job classification will be laid off first and shall be recalled only after all regular employees in the affected job classification

**ARTICLE 17: SENIORITY, PROBATION, AND REDUCTION-IN-FORCE**

**(continued):**

**Section 5. continued**

have been recalled. Probationary employees within a classification will be first laid off and regular employees in that classification who may be subject to lay-off may displace a probationary employee in any other classification, provided the senior employee is capable of performing the work of the probationary employee who employee is replacing.

c. In the case of a reduction-in-force in a department, a higher classification employee with higher classification seniority may, at the employee's own option and if qualified, replace an employee with less classification seniority in lower classification at the lower classification salary schedule.

d. An employee in this bargaining unit cannot exercise seniority unless employee is displaced or a vacancy exists as outlined in this Agreement.

**Section 6.** Recall employees in lay-off status will retain recall rights for one (1) year and shall have preference to work over applicants on eligible lists. Recall will be made by certified mail to the last address in the employee's records. Within five (5) work days of the certified receipt date, recalled employees must signify their intention of returning to work to the Department of Human Resources.

a. Recall will be offered to laid off employees provided they are physically qualified to perform the duties of the job. A laid off employee, when offered recall, who is temporarily unable to accept due to medical reasons, may request a leave of absence not to exceed thirty (30) days.

**ARTICLE 17: SENIORITY, PROBATION, AND REDUCTION-IN-FORCE**

**(continued):**

**Section 6. continued**

b. When employees are recalled from layoff because of an increase in order, the employees with the greatest classification seniority shall be recalled in the reverse order they were laid off.

**Section 7.** Provisions for applying for promotion to open positions: Notice of a vacancy in an existing position or in a newly created position shall be posted at places accessible to employees City-wide for a period of five (5) days. Such notice will set forth the title of the position to be filled, hours of work, and rate of pay. Both the City and the Union recognizes and encourage the promotion of the City employees to existing vacancies.

a. Applicants from the City desiring to fill such a vacancy shall apply in writing to the Department of Human Resources. If the position requires a Civil Service examination, the applicant will take the examination at the prescribed time and place. The position will then be filled as prescribed in Sections 2-83 through 2-85 of the City Code of Ordinances. If the position does not require a Civil Service Examination, the position will be filled on the basis of ability, fitness, and seniority.

b. In the event a vacancy occurs in a department where an employee once held the vacant position, but due to a reduction-in-force was obligated to take a job in the department at a lower classification, the employee will be given first

**ARTICLE 17: SENIORITY, PROBATION, AND REDUCTION-IN-FORCE**

**(continued):**

**Section 7. continued**

consideration for the vacancy within the first six (6) months following the reduction-in-force.

**ARTICLE 18: HOLIDAYS**

**Section 1.** The following holidays shall be observed:  
New Year's Day, January 1st  
Dr. Martin Luther King, Jr.'s Day  
Washington's Birthday  
Good Friday  
Memorial Day  
Independence Day, July 4th  
Labor Day, First Monday in September  
Veterans' Day  
Thanksgiving Day, Fourth Thursday in November  
Friday following Thanksgiving Day  
Christmas Day, December 25<sup>th</sup>

With the understanding and agreement that during the life of this contract that there will be a maximum of eleven (11) holidays.

**Section 2.** Employees covered by this Agreement shall receive eight (8) hours off with pay for each of the holidays earned.

**Section 3.** Employees on vacation, annual military leave, jury duty, sick leave, compassionate funeral leave, and other absences observed must use the holiday on the same day that it is earned.

**Section 4.** Employees who are scheduled and required by their supervisor to work on the day observed as a holiday must work that day to be eligible to receive holiday pay. Section 3 of this Article will not apply to employees scheduled and required to work on the day observed as the holiday.

**ARTICLE 18: HOLIDAYS (continued):**

**Section 5.** The holidays established in the Personnel Rules and Regulations of the City of Riviera Beach as conforming to the most equitable plan for all classified employees will apply. Legal holidays shall also include such days as designated by the City Council.

**Section 6.** The City Manager will determine which department or operations will be closed in observance of the holiday.

**Section 7.** Employees assigned and scheduled to work on the holidays observed as specified by the Manager in Section 1, and who, in fact, do work, shall receive eight (8) hours holiday pay plus time and one-half their regular rate of pay for all hours worked.

**Section 8.** Holiday pay provisions of this Agreement will remain in effect for any work performed on a holiday providing the employee works the scheduled day before and the scheduled day after the holiday, unless excused by the Department Head for such reasons as sick leave, jury duty, vacation, or compassionate leave.

**Section 9.** Employees whose regularly scheduled day off occurs on the day or days when the City observes a holiday will be given either the employee's last scheduled work day preceding the holiday or the next scheduled work day following the holiday(s) as the employee's day off in observance of the holiday(s). The Supervisor shall advise the employee at least a

**ARTICLE 18: HOLIDAYS (continued):**

**Section 9 (continued):**

week in advance of the holiday(s) whether the employee will observe the holiday on employee's last scheduled work day prior to the holiday observance or the next scheduled work day after the holiday observance. If the employee is called into work on the day designated as the employee's holiday observance, the employee shall be compensated by payment of a regular day's pay at straight time for holiday pay plus time and one-half their regular rate of pay for all hours worked.

**Section 10:**

Employee, including probationary employees, at the discretion of the Department Head, may be granted time off, not to exceed one (1) day per year as a Good Cause Day, and such day shall not be charged against sick or vacation time. If an employee does not use the Good Cause Day during the calendar year, it will not be carried over to the next year. A Good Cause Day is an approved personal leave day and must be taken in four (4) hour segments.

**Section 11:**

Holidays and Good Cause Day will be paid according to Shift deployment.

**ARTICLE 19. VACATION (ANNUAL LEAVE)**

**Section 1.** Application for vacation leave shall be made in advance of use. Vacation request of three (3) days/shifts or less must be requested and approved or denied within twenty four (24) hours of the initial request. Vacation request for four (4) days/shifts or more must be requested and approved or denied within four-eight (48) hours of the time of the request. In emergency cases, departmental management may waive this requirement. Maintenance of superior service and adherence to schedules are commitments which may compel department management to restrict the scheduling of vacation during certain periods of the year. When a written request for vacation is denied, the employee will be notified in writing. Vacation leave may be granted to any employee with permanent status.

**Section 2.** Employees shall accrue paid vacation credit at their straight time rate during active pay status on the following basis:

Amount of Service	No. of Days Per Year	Hours Accumulated Per Year	Hours Accumulated Per Week
0-5 Years	12	96.0	1.848
6 Years	13	104.0	2.000
7 Years	14	112.0	2.152
8-10 Years	15	120.0	2.308
11 Years	16	128.0	2.460
12 Years	17	136.0	2.616
13 Years	18	144.0	2.768
14 Years	19	152.0	2.924

**ARTICLE 19: VACATION (ANNUAL LEAVE) (continued):**

**Section 2 (continued):**

15 Years or More	20	160.0	3.076
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This provision shall be interpreted to mean that the employee has completed the number of years prior to becoming eligible for the corresponding days of vacation.

Vacation leave shall accrue as scheduled above and on the vacation previous page. The maximum number of vacation days to accrue shall be two (2) times the annual rate of accrual.

**Section 3.** Employees becoming hospitalized while on vacation may use sick time for such periods of illness providing a doctor's certificate is presented to the employee's Department Director or upon his return to work.

**Section 4.** Payment of vacation time in lieu of actually taking vacation will not be permitted except in these special cases:

- (a) Employees entering military service; and
- (b) Separation from City employment.
- (c) Or under Section 6 of this Article

Upon separation from City employment, regular employees shall be entitled to compensation for any earned but unused vacation to their credit on the effective date of termination.

**Section 5.** If the workload permits, employees may request application of unused vacation for any nationally recognized

**ARTICLE 19: VACATION (ANNUAL LEAVE) (continued):**

religious holiday associated with the religious faith of the employee which occurs on a normal work day.

**Section 6.** An employee utilizing at least five (5) days of vacation during the previous fiscal year may elect to receive payment, in lieu of vacation, for up to fifty percent (50%) of any remaining accrued vacation time. The employee must make this election in October of the current fiscal year and payment will be made by December 31st of the election year. Payment will be at the employee's current rate of pay, as of the date paid and will not be affected by any subsequently adopted retroactive pay increases. Any unused or unpaid vacation leave shall remain in the employee's vacation leave accrual account.

**ARTICLE 20: PRODUCTIVITY AND JOB TRAINING PROGRAM**

**Section 1.** The Union and the City recognize that they have a clear responsibility to give the public maximum efficiency. Therefore, the Union pledges that it will actively promote and encourage the employees to increase their productivity in order to maintain appropriate services to the citizens of the City and to alleviate the possible necessity of curtailing services.

**Section 2.** To maintain the efficiency of its work force, and to ensure an adequate supply of competent employees for advancement, the City may institute and administer such training programs as it deems necessary to meet requirements, providing such programs do not conflict with any other provision of this agreement. Nothing contained in the training program shall conflict with Federal or State laws. If possible, all mandatory training programs conducted by the City will be held during normal working hours. If mandatory training is required to be conducted outside of normal working hours the City will pay the employee for the training at the employee's normal hourly rate, unless the training is mandated by a change in rules or statutes over which the City has no amendatory power or the employee has worked in excess of forty (40) hours during the week. In such limited cases, the City shall pay the employee a pre-announced stipend.

**Section 3.** Employees who meet the requirements as shown below shall be reimbursed as indicated for approved graduate and/or undergraduate and/or any other course work related to their job or leading to a degree related to their job.

**ARTICLE 20: PRODUCTIVITY AND JOB TRAINING PROGRAM (continued):**

**Section 3 (continued):**

<u>Grade achieved</u>	<u>Reimbursement</u>
"A" or "B"	100% of tuition cost 75% of tuition
"Pass" in a "Pass"/"Fail" course	100% of tuition cost
"C"	50% of tuition cost

a. Education reimbursement shall be limited to eighteen (18) semester hours per calendar year (January-December) per employee. Reimbursement shall be based upon current state community college or state university tuition rate.

b. If an employee receiving benefits under this Article, does not continue their employment for a period of at least twenty-four (24) months after last date of refund, the employee shall reimburse the City the total monies expended by the City on the employees' behalf. This reimbursement shall occur through deduction from any final pay to which the employee is entitled, or by such other means as may be necessary to recover the sum.

c. The Director of Human Resources shall, after consultation with the Department Head, determine whether or not the courses are approved.

This reimbursement policy does not apply to courses required by law which will continue to be paid for by the City.

**ARTICLE 20: PRODUCTIVITY AND JOB TRAINING PROGRAM (continued):**

**Section 4.** All requests for prior approval of courses and all reimbursement requests shall be submitted in the manner and with documentation as required by the City. Such documentation shall include, but not be limited to: tuition receipts, official transcripts or grade notification.

**Section 5.** The cost of required workbooks and/or textbooks will be reimbursed provided the request for such are submitted as required by the City. Upon completion of the course work, such reimbursed workbooks and/or textbooks shall be turned over to the City and become the property of the City.

**ARTICLE 21: WAGES**

**Section 1.** Effective upon ratification, all bargaining unit employees employed as of October 1, 2008 will receive a two percent (2%) increase on their anniversary date.

To be eligible to any retroactivity, an employee must be employed: 1. On the effective date of this agreement; 2. On the date the contract is ratified by the parties and 3. On the date of payment. All retroactivity will be paid within ninety (90) days of ratification.

On April 1, 2009, all bargaining unit employees employed as of October 1, 2008 and who remain current employees at the date of payment, will receive a one time one percent (1%) bonus at their current rate of annual base pay.

There will be no further across the board wage adjustments during the 2008/2009 Contract Year.

Employees will be evaluated during this period, using the existing electronic evaluation tool. Employees shall be provided a copy of their job competencies.

**ARTICLE 21: WAGES (continued)**

Employees who are at the maximum of the pay grade when the salary adjustment is applied or if the salary adjustment results in the employee's salary exceeding the maximum of the pay grade, the employee shall receive the salary adjustment up to the maximum of the pay grade and the balance in a lump sum, payable on the employee's anniversary date.

If an employee receives a satisfactory evaluation rating, the employee shall set forth in writing, the specific reasons for the objections along with documentation to the department head within five (5) working days from the date the employee received the evaluator's denial of the employee's objection of the satisfactory rating. The department head may take one of the following three (3) actions:

- (1) Advise the supervisor to change the evaluation to a higher score.
- (2) Reject the employee's appeal.
- (3) Schedule a meeting with the employee and the evaluator to present their respective arguments.

The following procedure will be adhered to for presentation of the party's respective position. The presentation will be limited to one (1) hour of discussion. A decision will be rendered at the conclusion of the presentation. A union representative may be present to assist in the presentation. The decision of the department head shall be final on the performance evaluation and shall not be grievable to arbitration.

**ARTICLE 21: WAGES (continued)**

**Section 2.** Any pay increase after October 1, 2009, are subject to the parties agreeing to same and if no agreement is reached, the employee's salaries will remain frozen at their September 30, 2009 rate until a re-opener agreement is reached.

**Section 3.** Pay days will be bi-weekly on Friday. Bi-weekly is defined as every two (2) weeks. In the event pay day falls on a holiday, the City shall have the discretion to pay employees on the day before or the day after the holiday. The City will provide the option of direct deposit to all employees. Such bi-weekly pay schedule will be done so only on a city-wide basis.

**Section 4.** A Water Plant Operator, upon receipt of certification qualifying the employee as a "B" operator, shall forthwith receive a five percent (5%) increase in their hourly base rate.

A Water Plant Operator, upon receipt of certification qualifying the employee as an "A" operator, shall forthwith receive a ten percent (10%) increase in their hourly rate.

The base rate of pay is defined as that rate the employee receives without incentives.

Certifications earned subsequent to ratification of this Agreement are to be paid without retroactive action. Certification payments are not related to the maximum pay range.

**ARTICLE 21: WAGES (continued)**

Bargaining unit automotive mechanics who obtain ASE certification shall receive a \$250.00 bonus per year for each job related certification not to exceed \$1,000 annually. All certifications must be approved in advance by the department head and all certifications must be current.

Effective upon ratification, bargaining unit water/sewer mechanics who obtain sewage collection certification A, B, or C or obtain water distribution certification A, B, or C shall receive a \$250 bonus per year for each certification not to exceed \$750.00 annually. All certifications must be approved in advance by the department head and all certifications must be current.

Effective upon ratification, bargaining unit code enforcement officers who obtain levels of Florida Association of Code Enforcement certificates including the Code Enforcement Professional certification, shall receive \$250 bonus per year for each certification not to exceed \$750.00 annually. All certifications must be approved in advance by the department head and all certifications must be current.

Effective upon ratification, bargaining unit pool guards and lifeguards who obtain an emergency medical technician certification, shall receive \$25 per week. All certifications must be approved in advance by the department head and all certifications must be current.

Effective upon ratification, bargaining unit Building Inspection Inspector who obtain certification other than their

**ARTICLE 21: WAGES (continued)**

required certification, shall receive \$750 up to \$2250 per fiscal year. All certifications must be approved in advance by the department head and all certification must be current.

**Section 5.** Any employee required to work outside their job classification in a higher pay rate for three (3) or more days in a work week or consecutive work days shall receive the higher rate of pay retroactive to the first day beginning on the fourth day of work, provided the employee is assigned to work in the higher classification on the fourth day. Where circumstances permit, every effort will be made to assign one (1) employee the duties of the higher classification in a given week.

## ARTICLE 22: SAFETY AND HEALTH

**Section 1.** Departmental Management will make every reasonable effort to provide and maintain safe working conditions. To this end the Union will cooperate and encourage the employee to work in a safe manner. A Safety Committee will be established comprised of one (1) person from each of the following areas: City Hall, Water/Sewer, Public Works, and Parks and Recreation. The Committee will meet on a regular basis with the Safety Director for the purpose of reviewing and reporting unsafe working conditions as reported to the Committee.

**Section 2.** The City of Riviera Beach will provide proper and necessary safety equipment and devices for employees engaged in work where such special equipment, including safety shoes, and devices are necessary. Such equipment and devices, where provided, must be used and replaced by the City when worn out. If lost or stolen, employees will have the cost of replacement deducted from pay. Employees who report to work without proper safety equipment will be sent home without pay.

**Section 3.** The City of Riviera Beach agrees to continue the present practice of providing uniforms and periodic replacement of items to employees including a bump hat and/or safety helmet, and work gloves when requested and then only upon presentation of the work or damaged article to the foreman. Normally, this exchange shall be made the same day.

**ARTICLE 22: SAFETY AND HEALTH (continued):**

**Section 4.** In the event an employee leaves the employment of the Department or the City, the employee shall return all uniforms and safety equipment to the Department. Failure to return all issued safety equipment and uniforms, will result in the cost of same being deducted from the employee's final paycheck.

**Section 5.** Both parties agree to abide by and to conform to any applicable regulations enacted or adopted by Federal, State, County, or City government.

**Section 6.** The City will pay for initial Commercial Driver's License for current employees; but after the initial payment, the employee will be responsible for the payment of renewing the license. All new employees will be responsible for the payment of the cost of the Commercial License.

**ARTICLE 23: GENERAL PROVISIONS**

**Section 1.** Employees in the bargaining unit will be encouraged to participate in worthwhile charity drives. Employees should feel free to contribute or not contribute without pressure from any party.

**Section 2.**

GROUP INSURANCE

- (a) The City agrees to provide health insurance, dental insurance for employees at no cost. Employees have the option to purchase dependent health insurance at the employee's expense.

LIFE INSURANCE

(b) The City and SEIU hereby agree that all eligible employees in the unit will be provided term life insurance coverage in an amount equal to \$40,000. Employees will also have the option to purchase at their expense, \$40,000 of additional insurance.

**Section 3.** In the event an employee is called back to work outside their regular work schedule, the employee shall receive minimum of three (3) hours pay at the rate of time and one-half (1-1/2) if over forty (40) hours in a week, less sick time or other non compensable time.

**ARTICLE 23: GENERAL PROVISIONS (continued):**

**Section 4. SENIORITY LIST**

The City shall prepare a current classification seniority list quarterly. This list shall be posted on bulletin boards at all work locations.

**Section 5.** On the first full day and the remainder of the week, full compensation coverage will be paid on any work connected injury or illness.

**Section 6.** Job classification to be utilized where required.

**Section 7. COPIES OF AGREEMENT**

The City agrees to reproduce the Agreement in sufficient copies to distribute to all employees covered by this Agreement.

**Section 8. EXAMINATION OF PERSONNEL FILES**

Employees shall have the right to examine their personnel file. Requests shall be at a reasonable time.

**Section 9.** All disciplinary letters and reprimands shall remain in the employee's work and personnel files. After three (3) years, if the employee has had no further infraction during that period, the infraction shall not be considered when rendering disciplinary action.

**ARTICLE 24: SAVINGS CLAUSE**

If any provisions of this Agreement, or the application of such provision, shall be rendered or declared invalid by any Court of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force and effect.

**ARTICLE 25: DENTAL INSURANCE**

**DENTAL BENEFITS**

The City shall provide and pay for the full cost of the regular full time employee's dental insurance coverage.

**ARTICLE 26: TERM**

After a majority of those bargaining unit members voting on the question of ratification and thereafter, upon its ratification by an official resolution of the City Council ratifying the Agreement and authorizing the Mayor and City Clerk to sign the Agreement on behalf of the City, the Agreement, upon being signed by the appropriate Union Representatives and the Mayor and the City Clerk, shall become effective October 1, — 2008, and shall remain in full force and effect until September 30, 2011.

The parties may open Article 21 Wages and four additional Articles each during the second and third year of the Agreement. The parties should notify of their intent to reopen by no later than May 1, 2009.

**ARTICLE 27: MAINTENANCE OF BENEFITS**

All existing benefits covering City employees as outlined in the Human Resources Rules and Regulations Booklet and other written City Policy that is not now incorporated into this the Union Agreement, will remain in full force and effect along with all provisions of this Agreement for the duration of the Labor Agreement.

**ARTICLE 28: AMERICANS WITH DISABILITIES ACT**

The Union and the City acknowledge the duty of the City to comply with the requirements of the Americans with Disabilities Act (ADA).

## **ARTICLE 29: DRUG-FREE WORK PLACE POLICY**

The City and the SEIU recognize that substance abuse in our nation and our community exacts staggering costs in both human and economic terms. Substance abuse can be reasonably expected to produce impaired job performance, lost productivity, absenteeism, accidents, wasted materials, lowered morale, rising health care costs, and diminished interpersonal relationship skills. The City and SEIU share a commitment to solve this problem and to create and maintain a drug-free work place policy.

This policy is implemented pursuant to the drug-free work place program requirements under Section 440.201, Florida Statutes, the rules of the Department of Labor and Employment Security, Division of Workers' Compensation, and the Omnibus Transportation Act.

The essential parts of this policy are:

### **Section 1.**

The City prohibits the illegal use, possession, sale, manufacturing or distribution of drugs, alcohol, or other controlled substances on its property. It is also against City policy to report to work or to work under the influence of drugs or alcohol.

### **Section 2. Testing of Employees:**

#### a. Non-CDL Employees:

1. Reasonable Suspicion Testing: Employees will be tested when there is a reasonable suspicion that an employee is using or has used drugs or alcohol; the employee's job performance is impacted; or other employees safety and health are placed in danger.

**ARTICLE 29: DRUG-FREE WORK PLACE POLICY (continued):**

**Section 2-a. (continued):**

2. Follow-up Testing: All employees who have been determined to have used drugs or alcohol and are permitted by the City to return to work will be subject to six (6) unannounced follow-up drug tests for a period of two (2) years following return to work.

3. Additional Testing: Additional testing may also be conducted as required by applicable State or Federal laws, rules or regulations.

4. Following any vehicular or industrial accident or serious safety incident occurring on duty pursuant to Chapter 440 of the Florida Statutes, shall be tested for drugs and/or alcohol.

b. CDL Employees:

The Omnibus Transportation Act applies to all drivers of commercial motor vehicles (CMV's) required to obtain a commercial drivers' license (CDL). In addition to the types of testing listing above, beginning January 1, 1995, the Omnibus Transportation Act will require random and return-to-duty testing. The City of Riviera Beach will comply with the requirements of the Omnibus Transportation Act.

1. Random Testing:

The Omnibus Transportation Act requires all operators of CMV's to be randomly tested for controlled substances and alcohol beginning January 1, 1995. It applies to all drivers required to obtain a commercial drivers' license (CDL).

**ARTICLE 29: DRUG-FREE WORK PLACE POLICY (continued):**

**Section 2-b. (continued):**

2. Return-to-Duty Testing:

a. The City shall ensure that before a driver returns to duty requiring the performance of a safety-sensitive function after an alcohol concentration test result of 0.04 or greater, the driver shall undergo a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02.

b. The City shall ensure that before a driver returns to duty requiring the performance of a safety-sensitive function after testing positive for the use of controlled substances, the driver shall undergo a return-to-duty controlled substances test with a result indicating a verified negative result for controlled substances use. The employee shall attend and successfully complete the City's Employee Assistance Program. Otherwise, the employee will be subject to discipline up to and including termination.

c. The City shall ensure that before a driver returns to duty requiring the performance of a safety-sensitive function, the driver shall undergo a return-to-duty alcohol test with the result indicating an alcohol concentration of less than 0.02 after engaging in the following prohibited conduct:

(1) Being on duty or operating a CMV while possessing unmanifested alcohol;

(2) Using alcohol while performing safety-sensitive function;

(3) Performing safety-sensitive functions within four (4) hours after using alcohol;

**ARTICLE 29: DRUG-FREE WORK PLACE POLICY (continued):**

**Section 2-c. (continued):**

(4) Using alcohol within eight (8) hours following an accident, or before undergoing a post-accident alcohol test, whichever occurs first; or

(5) Refusing to submit to a post-accident alcohol test, a random alcohol test, a reasonable suspicion alcohol test, or a follow-up alcohol test.

d. The City shall ensure that before a driver returns to duty requiring the performance of a safety-sensitive function, the driver shall undergo a return-to-duty controlled substances test with a result indicating a verified negative result for controlled substances use after engaging in the following prohibited conduct:

(1) Reporting for duty or remaining on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a CMV; or

(2) Refusing to submit to a post-accident controlled substance test, a random controlled substance test; a reasonable suspicion controlled substance test, or a follow-up controlled substance test.

3. Post Accident Testing:

Following any vehicular or individual accident or serious safety incident occurring on duty pursuant to Chapter 440 of the Florida Statutes and the Federal Omnibus Transportation Act of 1991, shall be tested for drugs and/or alcohol.

**ARTICLE 29: DRUG-FREE WORK PLACE POLICY (continued):**

**Section 3.** Alcohol and Drug Use Prohibitions:

a. The use, sale, purchase, possession, distribution, or dispensing of drugs or alcohol on duty or on City property is cause for immediate discharge.

b. It is against City policy to report to work or work under the influence of alcohol or drugs. Employees who violate this policy are subject to discipline up to and including discharge. In the case of a first-time violation of the City's policy, including a positive drug or alcohol test result (without evidence of use, sale, possession, distribution, dispensation, or purchase of drugs or alcohol on City property or while on duty), the employee will be subject to discipline up to and including discharge. Employee shall attend and successfully complete the City's Employee Assistance Program; otherwise, the employee will be subject to disciplinary action up to and including termination.

c. For the purpose of this policy, an individual is presumed to be under the influence of alcohol or drugs if an alcohol or drug test is positive.

d. The City may suspend with pay, however, upon positive initial confirmation of the drug test results, the City may suspend employees without pay under this policy pending the results of any further drug testing or investigations.

**Section 4.** All information, interviews, reports, statement memoranda and drug test results, written or otherwise, received by the City as part of this drug testing program are confidential communications. Unless authorized by State laws, rule or

**ARTICLE 29: DRUG-FREE WORK PLACE POLICY (continued):**

**Section 4. continued**

regulations, the City will not release such information without a written consent form signed voluntarily by the person tested.

**Section 5.** A Drug Use Information form is a confidential report which must be filled out by employees both before and after being drug tested. This form permits individuals to provide to the Medical Review Officer a list of all prescription and non-prescription drugs they are currently using or have used in the last month, as well as any other information they consider relevant to the test.

**Section 6:** Prior to testing, the employee will be given a list of the most common medications by brand name or common name and chemical name which may alter or affect a drug test.

**Section 7:** Any employee who refuses to submit to a drug test may be terminated from employment. An injured employee who refuses to submit to a drug test, or has a positive confirmation test, in addition to the above, may forfeit his eligibility for all workers' compensation medical and indemnity benefits pursuant to the laws.

**Section 8:** A list of names, addresses, and telephone numbers of employee assistance programs and local alcohol and drug rehabilitation programs available to employees will be provided upon request.

**ARTICLE 29: DRUG-FREE WORK PLACE POLICY (continued):**

**Section 9:** An employee who receives a positive confirmed drug test result may contest or explain the results to the Employer within five (5) days after written notification of the positive test result. If an employee's explanation or challenge is unsatisfactory to the Employer, the person may contest the test results and an investigation will be conducted.

**Section 10:** An employee has the responsibility of notifying the drug testing laboratory of any administrative or civil action brought pursuant to Chapter 440, Florida Statutes. The lab will maintain the sample until the case or administrative appeal is settled.

**Section 11:** The following is a list of all drugs for which the Employer may test:

<b><u>DRUG</u></b>	<b><u>CUTOFF N/ML</u></b>
Alcohol	
Barbiturates	300
Benzodiazepines	300
Cannabinoid	50
Cocaine	300
Amphetamines	1000
Methaqualone	300
Opiates (including heroin)	300
Phencyclidine (PCP)	25

**ARTICLE 29: DRUG-FREE WORK PLACE POLICY (continued):**

**Section 12:** Employees have the right to consult the testing laboratory for technical information regarding prescription and non-prescription medication.

**Section 13:** Details of this policy may be obtained from the Department of Human Resources.

**Section 14:** Employees, as a condition of employment, are required to abide by these guidelines.

**Section 15:** The City will pay for drug testing for all current employees.

**ARTICLE 30: EMPLOYEES UNABLE TO PERFORM JOB DUTIES**  
**FOLLOWING ON-THE-JOB INJURY, JOB-RELATED ILLNESS/DISABILITY**

a. Following an on-the-job injury, job-related illness, or job related disability, an employee has a maximum of twelve (12) months from the date last worked to return to the original duties of the employee's position, with or without reasonable accommodation. The employee's ability to perform the duties of a position is determined by the employee's physician and verified by the City's Risk Manager.

b. If an employee is unable to return to the essential duties of the employee's position with or without reasonable accommodation within twelve (12) months from the date last worked following an on-the-job injury, job-related illness, or job-related disability, the employee will be recommended for termination. A disabled employee will not be terminated if the employee can be reasonably accommodated in the employee's current position, in accordance with the guidelines of the Rehabilitation Act of 1973 as amended, and the Americans with Disabilities Act of 1990.

c. If an employee returns to work within the twelve (12) month period and has a subsequent recurrence of the same on-the-job injury, job-related illness or job-related disability, the total combined lost time from work may not exceed fourteen (14) months in the most recent twenty-four (24) month period.

d. On the first full day and the remainder of the week, full compensation coverage will be paid on any work connected injury or illness.

**ARTICLE 31: COMMUNICATIONS OPERATOR TRAINER**

The City shall compensate each communications operator assigned to perform training at the rate of fifty (\$50.00) per week for training for long as the communications operator trainer is so assigned. Management shall post the assignment for communications operators to apply. Management shall select the most qualified communications operator as determined by management to be a trainer.

## ARTICLE 32: DISCIPLINE

**Section 1.** Management must, if an initial recommended decision to discipline is accepted, administer the discipline within ninety (90) days of the decision to discipline for violation of the Agreement or City practices, procedures, rules and regulations, or policies. The immediate supervisor will discuss possible violations of the Agreement, City practices, procedures, rules and regulations or policies with the employee. The time limit may be extended by mutual consent of the parties; however, neither party may be unreasonably withhold consent from the other.

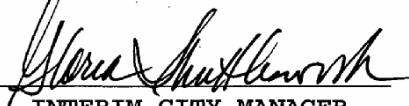
**Section 2.** The term "administer discipline" means the disposition and/or documentation of an oral or written warning, a suspension (with or without pay), a reduction in pay, demotion or termination.

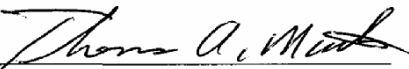
**Section 3.** The immediate supervisor shall discuss the disposition/documentation of an oral or written warning, a suspension (with or without pay), a reduction in pay, demotion or termination with the employee or Union before the effective date of disposition.

**Section 4.** If a violation for which the employee is disciplined is not repeated within three (3) years, the violation will not be used to support or aggregate a future disciplinary action.

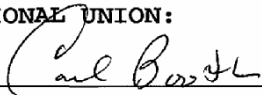
IN WITNESS WHEREOF, we have hereunto affixed our signatures  
this 18<sup>th</sup> day of March, 2009.

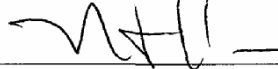
FOR THE CITY OF RIVIERA BEACH:

BY:   
INTERIM CITY MANAGER  
GLORIA SHUTTLESWORTH  
CHIEF EXECUTIVE OFFICER

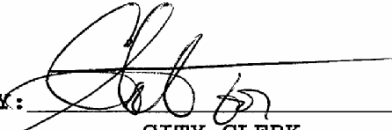
BY:   
MAYOR  
THOMAS A. MASTERS

FOR SERVICE EMPLOYEES  
INTERNATIONAL UNION:

BY:   
UNION REPRESENTATIVE  
CARL BOOTH

BY:   
WITNESS  
NORMAN WILLIAMS

ATTEST:

BY:   
CITY CLERK  
CARRIE E. WARD,  
MASTER MUNICIPAL CLERK