

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE CITY OF BOYNTON BEACH, FLORIDA**

**AND**

**SEIU FLORIDA PUBLIC SERVICES UNION, CTW, CLC**

**BLUE COLLAR BARGAINING UNIT**

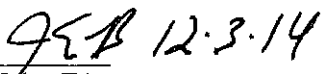
**October 1, ~~2013-2014~~ to September 30, ~~2014~~2017**

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 City TA

  
 Union TA

**\* ARTICLE 1**

**1.0 PREAMBLE**

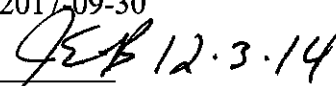
- 1.1 This Agreement is entered into by and between the City of Boynton Beach, Florida, hereinafter referred to as the "Employer" or "City", and the SEIU Florida Public Services Union CTW, CLC, hereinafter referred to as the "Union." The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and meaningful labor relations for the mutual benefit of the City of Boynton Beach in its capacity as an employer, the employees, and the citizens of Boynton Beach. The parties recognized 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.
- 1.2 The parties agree that nothing in this Agreement shall prohibit the parties from meeting and discussing any items of mutual interest in accordance with the law.

*\* Actual contract to be renumbered/reordered.*

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City TA

  
Union TA

**ARTICLE 2**

**2.0 RECOGNITION**

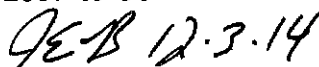
- 2.1 The City of Boynton Beach hereby recognizes the SEIU Florida Public Services Union, CTW, CLC as exclusive representatives for the bargaining unit described below for the purpose of bargaining collectively with the City relative to wages, hours, and terms and conditions of employment of the public employees within the bargaining unit.
- 2.2 The bargaining unit is comprised of those positions certified for inclusion by the Public Employees Relations Commission.
- 2.3 In the event of a conflict between the foregoing list of positions included in the bargaining unit and the unit as recognized by the Public Employees Relations Commission (PERC), the unit recognized by the PERC shall control.

**ARTICLE 3**

**3.0 RIGHTS OF EMPLOYEES**

- 3.1 The employees in the bargaining unit shall have the right to join or assist the Union or to refrain from any such activity.
- 3.2 All provisions of this Agreement shall be applied fairly and equitably to all employees in the bargaining unit.
- 3.3 Employees may request a Union representative to be present when the employee is subject to an investigatory interview and the employee has a reasonable belief that discipline or other adverse consequences may result from what he or she says.

  
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City TA

  
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Union TA

## ARTICLE 4

### 4.0 MANAGEMENT RIGHTS

- 4.1 Except and only to the extent that specific provisions of this Agreement expressly provide otherwise, it is hereby mutually agreed that the City has and will continue to retain, the right to organize, plan, direct, control, operate and manage its affairs and those of its employees in whatever manner it deems appropriate in each and every respect. The parties to this Agreement hereby agree that, in construing this section, the legal principle that "the expression of one item is the exclusion of another" shall not apply. Rather, full effect shall be given to the intention of the parties that management shall retain all constitutional, ordinance, inherent, common law, or other rights except to the extent specific provisions of this Agreement expressly provide otherwise. The Union recognizes the prerogatives of the City to operate and manage its affairs in all respects; and the powers and authority, which the City has not abridged, delegated or modified by this Agreement, are retained by the City. The rights reserved to the sole discretion of the City shall include, but not be limited to, the right:
- 4.1.1 To determine the purpose and mission of the City and all its employees, to determine the amount of budget to be adopted, and to exercise control and discretion over the organization and operation of the City in all respects including the right to determine whether goods or services are to be made, provided or purchased and to decide the design and maintenance of the departments, facilities, supplies and equipment.
  - 4.1.2 To maintain economic stability.
  - 4.1.3 To change or eliminate existing methods of operation, equipment, or facilities and to adopt and implement technological changes or improvements including, but not limited to, vehicles, and all other materials or supplies.
  - 4.1.4 To determine the methods, income and personnel by which such operations are to be conducted including the right to contract and sub-contract existing and future work.
  - 4.1.5 To select, hire, test, classify, promote, train, assign, retain, evaluate, lay-off, schedule, and determine the qualifications of all employees.
  - 4.1.6 To suspend, demote, discharge, reprimand, or take other disciplinary action against employees for just cause.
  - 4.1.7 To determine the organization of City government.



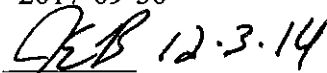
- 4.1.8 To determine the purpose and extent of each of its constituents, departments and positions therein.
  - 4.1.9 To set standards for service to be offered to the public, and standards for the performance of duties of job assignments.
  - 4.1.10 To manage and direct the work of the employees of the City, including the right to assign work and overtime.
  - 4.1.11 To establish, determine, implement and maintain effective internal security practices.
  - 4.1.12 To determine the number, type and grades of positions or employees assigned to an organizational unit, department or project.
  - 4.1.13 To determine lunch, rest periods, and clean-up times, the starting and quitting time, and the number of hours to be worked. Work schedules will be posted and will not be altered in the midst of normal pay periods.
  - 4.1.14 To adopt or enforce cost of general improvement programs.
  - 4.1.15 In a civil emergency, to use personnel in any lawful manner.
- 4.2 If, in the sole discretion of the City, it is determined that civil emergency conditions exist, including, but not limited to, riots, civil disorders, hurricane conditions, tornado, national emergencies, or other emergency conditions, the provisions of this Agreement may be suspended by the City during the time of the declared emergency.
- 4.3 The City has the right to impose something that is unilateral in nature, and the Union has the right to object to that decision. If the City does impose something on a unilateral basis and the Union after notice fails to object to that decision within six (6) months, it shall be considered finally imposed.

**ARTICLE 5**

**5.0 STRIKES**

- 5.1 The SEIU Florida Public Services Union, CTW, CLC , 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, strike or unlawful picketing.
- 5.2 In the event of a strike, work stoppage or interference with the operation and accomplishment of the mission of the City Administration, a state or international representative of the Union shall promptly and publicly disavow such strike or work stoppage and order the employees to return to work and attempt to bring about prompt resumption of the normal operations. The Union representatives shall notify the City twelve (12) hours after commencement of such strike, what legitimate measures it has taken to comply with the provisions of this Article.

  
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City TA

  
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Union TA

**ARTICLE 6**

**6.0 NON-DISCRIMINATION**

- 6.1 The Employer and the Union agree that all provisions of the Agreement shall be applied to all employees covered by it, and the Employer and the Union affirms their joint opposition to any discriminatory practices to the extent prohibited by law in connection with employment.
- 6.2 It is agreed that no employee shall be discriminated against, as prescribed by State or Federal laws, in their employment because of race, creed, color, sex, age, national origin, marital status, physical handicap, sexual orientation, gender identity or expression, or membership or non-membership in the Union.

**ARTICLE 7**

**7.0 REPRESENTATION OF THE CITY**

7.1 The City shall be represented by the City Manager, or a person or persons designated in writing to the Union by the City Manager.

  
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City TA

  
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Union TA

## ARTICLE 8

### 8.0 UNION REPRESENTATION

- 8.1 The City agrees to recognize the Union's officers and six (6) City employee stewards as agents of the Union. The Union shall furnish written notice to the Department Head of the designated Union officers and stewards within three (3) days of ratification of this Agreement and when any change in designation is made thereafter. The City recognizes the right of the Union to designate one (1) chief steward from among the six (6) City employee stewards. The authority of a Union steward to act on behalf of and bind the Union is implied from their designation as steward.
- 8.2 Non-employee officials of the Union shall, with prior written notification to the City Manager, be admitted to the property of the City for purposes of administering the Agreement. Union officials as designated above shall only be able to meet with City employees in non-work areas (i.e., break areas) and during non-work time. Nothing in this section shall preclude or interfere with the City's right to control access to City facilities for safety and/or security purposes.
- 8.3 Union stewards will be granted leave to engage in collective bargaining subject to the limitations set forth in Article 9, 9.2, or to meet with the representatives of the City for grievance investigation and/or consultation with management representatives to avoid or resolve grievances including Labor-Management meetings, subject to Article 9.2.
- 8.4 Union Stewards may be granted leave and may utilize "Union Time Pool" time to engage in the following representative activities:
- A. When an employee is required to appear at a hearing related to a grievance and or arbitration.
  - B. When an employee is responding to disciplinary action or investigation.
  - C. When an employee is attending a pre-determination conference.
  - D. When additional stewards or bargaining unit members are participating in collective bargaining in accordance with Article 9, Section 9.2.

Members of the bargaining unit may each donate a proportionate share of the hours necessary to fund the Union Time Pool. Union Time Pool time may be transferred from steward to steward. Stewards may be released without pay or they may use accrued vacation time, but in either event, only at the discretion of the Department Head (or designee), whose approval shall not be unreasonably withheld and when releasing such employee does not adversely affect the ongoing day to day operations in any department. Additional hours may be used, with pay, when those hours are funded by "Union Time Pool" time. The City may stop the use of such time off if it interferes with productivity or manpower needs. However, the exercise of such right on the City's part shall not be arbitrary

or capricious, nor shall it allow the City to proceed in a manner that deprives the employee of his or her right of representation.

- 8.5 No employee shall engage in Union business while on duty except as referenced in Section 8.3.
- 8.6 The City Manager will grant the Union stewards combined leave, without pay, for a total of twenty (20) days per year in order that they may attend conferences, seminars and similar events or other Union activities related to their representative function provided the leave does not adversely affect the on-going day to day operations in the any department.
- 8.7 Stewards shall maintain and provide to the City a Union Business Time-Out Slip that shall be processed to show their accumulated hours used against the Union Time Pool. The form for this purpose shall be attached hereto as Appendix "A" to this Agreement.
- 8.8 By advance notification, a representative of the Union shall be allowed to attend quarterly new hire orientation, provided the Union representative is not on the clock. Union Time Pool may be utilized for this purpose.

AO  
City TA

JEB 12.3.14  
Union TA

## ARTICLE 9

### 9.0 COLLECTIVE BARGAINING

- 9.1 The membership of the bargaining unit shall be represented in collective bargaining by the President of the Union or by a person or persons designated in writing to the City Manager. It is understood that the Union representative or representatives are the official representatives of the Union for the purpose of negotiating with the City. Such negotiations entered into with persons other than those defined herein, regardless of their position or association with the Union, shall be deemed unauthorized and shall have no weight 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 designation of any certified representative of the Union.
- 9.2 No more than ~~three~~ ~~four~~ <sup>(3)</sup> <sup>(4)</sup> stewards or bargaining unit members may participate in collective bargaining while on duty, without loss of pay. Additional stewards or bargaining unit members may participate in collective bargaining (present at the table) by utilizing Union Time Pool hours, or while off duty, or when on approved paid leave.

## ARTICLE 10

### 10.0 UNION TIME POOL

- 10.1 Bargaining unit members may donate, on an annual basis, from their accrued vacation and/or sick leave hours (provided the member maintains at least 120 hours of accrued time) to fund the Union Time Pool to permit designated Union stewards to engage in representative activities or bargaining activities as specified in Articles 8 and 9. Donations to the Union Time Pool shall be solicited by the Union during ratification of this Agreement or any other non-work time. Donations shall be on an annual basis and deducted/transferred from the employee's appropriate leave bank during the month of October. All time will be distributed on an hour-to-hour basis. A list of those employees donating to this time bank shall be maintained by the Union, a copy of which will be provided to the City Manager, Human Resources Director and Finance Director.
- 10.2 Time shall be transferred from the employees appropriate leave bank each year of the Agreement during the month of October.
- 10.3 Time Pool Hours shall roll over from one year to the next.
- 10.4 Union representation shall utilize the designated Union Time-Out Slip when using time pool hours.
- 10.5 Union Time Pool hours shall only be used for a steward's leave from assigned regular duties.
- 10.6 Union Time Pool hours shall be classified as paid leave from work.
- 10.7 The City may delay the use of such time off if it interferes with productivity or manpower needs. However, the exercise of such right on the City's part shall not be arbitrary or capricious, nor shall it allow the City to proceed in such a manner that deprives any employee of his or her right of representation. Whenever the City has scheduled a meeting at which a Union representative is required and that meeting is cancelled, the City shall reschedule the event at the convenience of both parties.



## ARTICLE 11

### 11.0 BULLETIN BOARDS

- 11.1 The Union shall be provided space ~~on~~for bulletin boards at each location so designated by the City in the areas where unit employees normally are assigned to work for the use of SEIU Florida Public Services CTW, CLC members. These bulletin boards shall be used for posting Union notices, signed by a Union officer but restricted to the following:
- A. Notices of Union recreational and social affairs;
  - B. Notices of Union elections and results of elections;
  - C. Notices of Union appointments and other official Union business;
  - D. Notices of Union meetings;
  - E. Union newsletter On Track (may be unsigned).
- 11.2 All other information, including any notices containing any information other than purpose, date, time and place may be posted on such designated areas and the Union shall furnish the City Manager's office with a copy. All costs incidental to preparing and posting of Union materials will be borne by the Union. The Union is responsible for posting and removing approved material on its bulletin board and for maintaining such bulletin boards in an orderly condition.
- 11.3 The Union shall not post endorsements for candidates who are running for office.
- 11.4 The Union will hold harmless and indemnify the City for all claims or actions arising from materials placed on the bulletin board.

## ARTICLE 12

### 12.0 DISCIPLINE AND PERFORMANCE MANAGEMENT

#### 12.1 PURPOSE

The City is committed to recruiting, training, and retaining qualified employees who will contribute to the City's mission. The success of the City government in providing quality and efficient public service directly correlates with appropriate employee conduct and performance. The City and the Union encourage to the fullest degree, behavior which is positive and supportive of the goals of effective municipal management. The City and the Union recognize the need to provide feedback to employees regarding performance and conduct and agree that appropriate disciplinary action must be taken when an employee's conduct of performance is inconsistent with the needs and goals of the City.

#### 12.2 VERBAL REMINDERS

A Verbal Reminder is used to establish that an employee knew or should have known that his/her conduct or behavior is/was not appropriate or that his/her performance is not acceptable. A Verbal Reminder is intended to correct conduct, behavior, or performance before it reaches a level that requires disciplinary action to be taken. Verbal Reminders or other instructive verbal communication does not constitute discipline, and an employee is not entitled to Union representation when management is providing such reminders.

#### 12.3 PROGRESSIVE DISCIPLINE

Progressive discipline is suggested when circumstances support its use. No bargaining unit member shall be disciplined except for cause. Progressive, consistent, and appropriate discipline will be administered according to the seriousness of the offense. The following disciplinary actions shall be utilized, and, depending on the severity of the offense, the first action may be at any appropriate level, including termination of employment.

#### 12.4 TYPES OF DISCIPLINARY ACTION

- A. Written Counseling
- B. Written Notice and/or Performance Improvement Plan
- C. Final Written Notice, Suspension, or Disciplinary Demotion
- D. Termination of Employment

#### 12.5 TYPES OF APPEALS/RESPONSES TO DISCIPLINARY ACTION

Employees may:

- A. Provide Written Statements for Employee File in Response to Discipline

- B. Request Administrative Review with Human Resources Director or designee
  - 1) Request in writing within ten (10) calendar days of disciplinary action
  - 2) For review of disciplinary action greater than a Written Counseling
  - 3) Disposition of Human Resources Director or designee is provided in writing to employee within thirty (30) calendar days; decision is final and not subject to further review.
- C. Participate in a Pre-Determination Conference
  - 1) For review prior to the effective date of suspension without pay of three (3) or more days or a termination
  - 2) Timely elect to have and attend the Pre-Determination Conference with or without representation
  - 3) Present information to the Human Resources Director (or designee) in defense against or mitigation of the recommended disciplinary action
  - 4) Receive written notice of the City's decision to uphold, modify, or reverse the recommended disciplinary action.

## 12.6 EXTREME MISCONDUCT

The following list, although not all-inclusive, is representative of acts the City and Union agree constitutes "extreme misconduct," and as such, may result in termination of employment.

- A. Theft or removal of City property without appropriate authorization
- B. Acts or threats of violence while on duty
- C. Dishonesty; giving false information, failure to or refusal to fully and truthfully cooperate in City-initiated investigations
- D. Falsification of City records, including but not limited to attendance records, work orders, and other work-related reports
- E. Falsifying employment application/documents, concealing information or misrepresenting information during employment screening or processing
- F. Soliciting or accepting an unauthorized fee or gift; failure to comply with Florida Statute Chapter 112, or failure to comply with Palm Beach County Ethics
- G. Conviction of a crime (including non-work related) involving theft, fraud, violence, dishonesty, or moral turpitude (conduct unbecoming a City employee)
- H. Use of alcohol while on duty or performing work while under the influence of alcohol.
- I. Possession, use, or sale of illegal drugs or possession, use, or sale of controlled substances for which the employee does not have a prescription.
- J. Other misconduct the City and the Union mutually deem as "extreme" and counter to the conduct reasonably expected of that of a City employee.

12.7 CRIMINAL CHARGES

When a City employee who is a member of the bargaining unit is arrested and charged with a felony offense, the employee shall be placed on administrative leave without pay until all final dispositions of the criminal charges. An employee who is convicted of or who pleads guilty or no contest to a felony in conjunction with a plea negotiation shall be terminated from their employment with the City.

An employee placed on administrative leave without pay, under these circumstances may use accrued vacation and accrued sick time during the leave period. If found innocent or if the State Attorney drops the charges, not as a result of a plea deal, the time will be reinstated.

## ARTICLE 13

### 13.0 GRIEVANCE AND ARBITRATION PROCEDURES

13.1 A grievance is defined as a dispute or disagreement involving the application or interpretation of this Agreement. Issues or disputes which are not grievances as so defined shall not be subject to arbitration, but may be processed through the grievance procedure only after all attempts to resolve the dispute through Labor-Management meetings has failed.

13.2 No employee or group of employees may refuse to follow directions pending the outcome of a grievance except where safety would be jeopardized. Employees in the bargaining unit will follow all written and verbal directives, unless the employee has an objective basis to believe that his/her health and safety is threatened. Compliance with such directive 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.

The parties agree that the grievance procedure shall be the sole and exclusive method for resolving any dispute involving the application or interpretation of the Agreement. Challenges to discipline are governed by Article 12 – Discipline and Performance Management.

13.3 All grievances shall be in writing ~~on a form~~ prepared by the City and the Union. All responses to a grievance must be in writing and dated by the responding party. Grievances not appealed to the next higher step within the prescribed time limits will be considered withdrawn and need not be further processed by the City. Failure by management to observe time limits for any step of the grievance procedure shall entitle the employee to advance the grievance to the next step. Grievance time limits may be extended only by mutual written agreement of the Union and the City.

A. The term “day” in this Article shall mean Monday through Thursday, exclusive of holidays, as recognized by the Agreement

### 13.4 GRIEVANCE PROCEDURE STEPS

The parties agree to a step procedure for processing grievances. The deadlines hereinafter listed may only be extended by written agreement of the parties. An extension or waiver of a deadline shall never be inferred by the conduct of the parties. When the Union fails to timely move in a grievance to the next step, the grievance is deemed withdrawn and cannot be re-filed. When the City fails to respond at any step, the grievance is deemed denied and the Union may proceed to the next step.

The parties agree to substitute a grievance tracking system which utilizes the ~~City Clerk's Office~~ Human Resources Department as a conduit for filing as follows:

- 13.4.1 **Step 1.** Within ten (10) days of the incident or the time which the employee had knowledge of the incident, the Union may initiate a grievance by filing a grievance with the ~~City Clerk's Office~~ Human Resources Department, with a copy to the employee's Department Director/Designee. The grievance shall be hand delivered or electronically sent between the hours of 8:00 A.M. to 5:00 P.M. or sent by e-mail to the Human Resources Director.

The written grievance should state the following:

- a. Statement of the grievance and the facts upon which it is based.
- b. The Article(s) and Section(s) of the Agreement alleged to have been violated.
- c. The action, remedy, or adjustment requested.
- d. The signature of at least one aggrieved employee and/or a Union representative and the date filed. (An e-mail will serve as an electronic signature.)
- e. A statement indicating the grievance is a class action grievance, when appropriate. Any and all grievances submitted as a class action must be signed by a Union Official (President or Vice-President).
- f. A statement identifying the positions of the class of workers affected, when brought as a class action grievance. Any and all grievances submitted as a class action must be signed by a Union Official (President or Vice-President)

In the event a grievance doesn't contain the required information, as listed above, it shall be returned to the grievant and/or Union steward for further processing. If the ten (10) days since the initial incident has passed when the grievance is returned, the period for the grievant and/or Union Steward to resubmit to the ~~City Clerk's Office~~ Human Resources Department will be extended forty-eight (48) hours.

The Department Director shall respond to the grievance on or before 5:00 P.M. on the eleventh (11<sup>th</sup>) day following the date of receipt of the grievance.

- 13.4.2 **Step 2.** In the event the employee is not satisfied with the disposition of the grievance by the Department Director/Designee, the Union shall have the right to file a written appeal of the decision to the Human Resources Director within five (5) days of the date of receipt of the Department Director's/Designee's decision.

Within five (5) days of receipt of the grievance, the Human Resources Director will contact the aggrieved employee, and schedule a meeting within five (5) days to discuss the matter. The Human Resources Director or designee shall respond in writing to the employee within ~~five (5)~~ twenty (20) days of the meeting.

13.4.3 **Step 3.** When a grievance/ is not settled under the forgoing steps of the grievance procedure, the Union, within twenty (20) days of such decision or termination, may initiate arbitration by filing a request with the Federal Mediation and Coalition Service for an arbitration panel. A copy on the request shall be served on the City.

The City and the Union will select arbitrators from a panel list provided by the Federal Mediation and Conciliation Service (FMCS).

The arbitrators shall set the hearing with the understanding that the hearing on the matter appealed will be heard within ninety (90) calendar days following appointment. If the arbitrator is not available within the ninety (90) day period, the next arbitrator shall be used. The arbitrator shall make a final and binding ruling within thirty (30) days of the hearing or, when requested by either party, the submission of briefs.

13.5 The arbitrator shall have only jurisdiction and the authority to apply and interpret the provisions of this Agreement. (S)he shall not have jurisdiction to alter or change in any way the provisions of this Agreement and shall confine the decision solely to the issue of interpretation or application of the Agreement presented. The decision of the arbitrator on any matter within his/her jurisdiction shall be final and binding on the Union, the City and the employee covered by the Agreement.

When an arbitrator has been selected by the parties, the City shall have ten (10) days from receipt of notice of appointment to raise arbitrability as a defense. If arbitrability is raised by the City, the issue of arbitrability shall be determined by the arbitrator no less than thirty (30) days prior to the commencement of an arbitration hearing on the grievance itself, if the matter can be arbitrated.

The issue of arbitrability shall be determined in summary fashion without a hearing. The parties shall submit the issue to the arbitrator by motion of the City with supporting documentation and/or affidavits. The Union shall file its response with supporting documentation and affidavits within ten (10) days of the City's motion. The arbitrator shall make his/her ruling based on the documents provided by the parties. The arbitrator may, at the arbitrator's discretion, conduct one telephone conference with counsel for the City and Union prior to ruling on the City's motion.

If the City raises the question of arbitrability and loses that determination, the City shall pay the cost of the arbitrator. If the City raises the question of arbitrability and the arbitrator determines that the matter is not arbitrable the Union shall pay for the arbitrator.

13.5.1 The City and the Union agree to share all information each party will present to the arbitrator no later than ten (10) days prior to the date of the arbitration even if such information was accumulated after the final grievance step or after the terminated employee's Pre-Determination Conference.

- 13.6 The hearing shall not be formal and the strict rules of evidence shall not apply.
- 13.7 The parties shall divide the arbitrator's fee and expenses equally. In the event of a settlement, the arbitrator's fee and expense shall be borne equally by both parties, unless they agree otherwise.



**ARTICLE 14**

**14.0 BASIC WORK WEEK AND OVERTIME**

- 14.1 The basic work week shall consist of forty (40) hours, unless otherwise specified. The City Manager will establish and may change 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 guarantee or limitation of the number of hours worked per week.
- 14.2 All work performed in excess of forty (40) hours in any one (1) work week shall be paid in accordance with the Fair Labor Standards Act (FLSA). Overtime shall be offered for a specified work function on a rotating basis based on seniority to those employees who normally perform the job functions during their regular work hours.
- 14.2.1 In the event an employee is required to work overtime, the employee and supervisor must mutually agree in order to flex the employee's schedule.
- 14.3 Employees may be required to work additional hours as directed unless excused by supervision.
- 14.4 Since the Utility Department is a seven (7) day per week continuous operation, employees will have two (2) consecutive days off after completing their regularly scheduled work week. In the event that an employee chooses to do so, and it can properly be scheduled, his/her days off may be split to accommodate the needs of both the employee and the employer.
- 14.5 Supervisors shall provide no less than two (2) hours advance notice to employees prior to the assignment of unscheduled overtime except in the case where the supervisor has determined that the scheduling of overtime is done on an immediate basis to meet the needs of the community.
- 14.6 Only hours actually worked will be counted for the purpose of calculating overtime.
- 14.7 Employees cannot be in a work status more than seven (7) minutes prior to or more than seven (7) minutes after their regular workday unless they have their supervisor's approval to be in a work status. Each employee must be advised of the official start and ending time of their department workday.

For purposes of timekeeping, the City will round time to the quarter hour consistent with 29 C.F.R. § 785.48.

Example:

6:53 – 7:07 = 7:00  
7:08 – 7:22 = 7:15  
7:23 – 7:37 = 7:30

7:38 – 7:52 = 7:45

- 14.8 It is understood that the clock designated by an employee's supervisor to record arrival and departure shall be the clock against which timely reporting for work is measured. If at any time that clock is deemed inoperative, the immediate supervisor will advise employees which clock will be utilized for timekeeping purposes.

## ARTICLE 15

### 15.0 TASK ASSIGNMENT – SOLID WASTE

#### 15.1 Workweek and Overtime

15.1.1 Solid Waste employees shall be held responsible for satisfactory completion of a daily task assignment. A daily task assignment shall be defined as those duties correlating to collection of solid waste from defined routes; assisting other employees in collecting solid waste from other defined routes according to Article 15.1.2; attending departmental meetings that require employee attendance; cleaning and maintaining vehicles; performing emergency work as denoted in Article 15.1.3 and any other duties assigned by supervisory staff related to support services for solid waste collection and advances Citywide disaster response.

15.1.2 Within the Solid Waste division, circumstances may arise which prevent certain crews from completion of their assigned route within the work day. In that event, management may direct other crews to help complete the route(s) of the crews unable to complete their route(s) on that same day.

15.1.3 All employees in the Solid Waste division of Public Works that are covered by this Agreement shall be considered task employees. Task employees will be assigned to shifts of either 8 or 10 hours per day. Employees will maintain the same shift for an entire work week. A daily task assignment shall be assigned at the beginning of the work day by the supervisor. Upon completion of the assigned daily task, the task employee may be required to perform other work functions related to the Solid Waste division of Public Works.

Task employees shall be released from duty by the immediate supervisor. No task employee will be allowed to release him or herself from duty.

15.1.4 All task runs shall be equalized as closely as possible, as determined by the Public Works Director.

15.1.5 Employees covering another employees assigned routes when the normally assigned employee is on vacation or out for an extended illness, shall be assigned for the entire 40 hour period, and shall work the same shift for the entire period as the employee whose shift they are covering. Management shall make every effort to assign the employee covering the shift 48 hours in advance.

15.1.6 Task hours will not count as hours worked and overtime will be paid according to Article 14.

## 15.2 Holidays

- 15.2.1 When a City observed holiday falls on an employee's scheduled work day, the employee will receive eight (8) hours holiday pay at straight time.

When an observed holiday falls on an employee's non-scheduled work day, it will be treated as a floating holiday and eight (8) hours will be added to the employee's vacation leave bank.

Task employees may not use emergency vacation hours on a holiday.

- 15.2.2 In addition to receiving holiday pay Solid Waste employees shall receive pay for their regular task hours required to work on a holiday. Should they be required to work beyond their regular task hours on a holiday, those hours also shall be paid at time and one half their regular rate of pay.

- 15.2.3 The City will publish a holiday service schedule and make up day schedule at least six (6) months prior to the holiday.

- 15.2.4 Should service be provided on Sunday, the City shall pay employees, who volunteer to work, a 3-hour minimum at their overtime rate of pay or the actual time worked whichever is greater. Employees may sign up to voluntarily work on Sunday to perform the same type of work completed during the regular work week.

Voluntary Sunday work assignments shall be made on a rotating seniority basis starting with the most senior employee who signed up to work. If no employees volunteer to work on a Sunday when work is available, the City shall assign the work on a reverse seniority basis beginning with the least senior employee who would normally perform the work during the regular work week.

ARTICLE 16

16.0 WORK BREAKS

- 16.1 Employees shall receive a one-half hour (½) or one (1) hour unpaid lunch period.
- 16.2 Employees working in Division 28 11 (Public Water Treatment) will not receive an unpaid lunch break and are required to remain at their normal work stations for the duration of their shift.
- 16.3 Employees shall receive two (2) fifteen (15) minute paid breaks each day. Supervisors and employees, upon mutual agreement, may combine the two 15-minute breaks.
- 16.4 Abuse of break time is grounds for progressive disciplinary action.

**ARTICLE 17**

**17.0 COMPENSATORY TIME**

- 17.1 Employees may accrue and use compensatory time in lieu of overtime pay when the employee works in excess of forty (40) hours in a work week.
- 17.2 Compensatory time is accrued and used at the same rate the overtime rate would be paid. Employees may accumulate up to eighty (80) hours of compensatory time. At no time may an employee accumulate more than eighty (80) hours of compensatory time. Compensatory time must be taken within the quarter following its accrual or it will be paid out.
- 17.3 It is solely the employee's choice to whether (s)he wishes to be paid for his/her overtime or take compensatory time. The City will not encourage employees to take one form of compensation over the other.

**ARTICLE 18**

**18.0 WAGES**

~~18.1 For Fiscal Year 2013/2014, Bargaining Unit members will receive a three percent (3%) increase to their hourly base rate retroactive to October 1, 2013.~~

18.1 Year One (October 1, 2014 – September 30, 2015): Bargaining Unit members will receive a two percent (2%) increase to their hourly base rate effective October 1, 2014.

18.2 Year Two (October 1, 2015 – September 30, 2016): Wage Reopener.

18.3 Year Three (October 1, 2016 – September 30, 2017): Wage Reopener.

## ARTICLE 19

### 19.0 PROMOTIONS, RECLASSIFICATIONS, TRANSFERS & DEMOTIONS

#### 19.1 PROMOTIONS

19.1.1 It is recommended that an employee interested in applying for a promotional opportunity be in his/her current position for a minimum of six (6) months and have satisfactory performance. Each promoted employee must successfully complete a six (6) month probationary period in the new position.

Employees are eligible for the following increases in pay upon promotion:

Promotion from non-exempt to exempt position:

+10% of mid-point of new grade or to minimum of new grade, whichever is higher

Promotion of one grade (exempt to exempt or non-exempt to non-exempt):

+5% of mid-point of new grade or to minimum of new grade, whichever is higher

Promotion of two grades (exempt to exempt or non-exempt to non-exempt):

+7.5% of mid-point of new grade or to minimum of new grade, whichever is higher

Promotion of three or more grades (exempt to exempt or non-exempt to non-exempt):

+10% of mid-point of new grade or to minimum of new grade, whichever is higher

19.1.2 In no event will the employee's base rate of pay exceed the maximum for the position to which the promotion is made.

19.1.3 Each promoted employee will be placed on a probationary period of six (6) months from the date of promotion.

#### 19.2 DEMOTION (Voluntary and Non-Disciplinary)

19.2.1 Upon demotion, an employee's rate of pay will be adjusted as follows:

Decrease of one grade:

-5% of mid-point of current grade (position leaving)

Decrease of two grades:

-7.5% of mid-point of current grade (position leaving)



Decrease of three or more grades:  
-10% of mid-point of current grade (position leaving)

- 19.2.2 In no event will the employee's base rate of pay exceed the maximum for the position to which the demotion is made.
- 19.2.3 The pay of a promoted employee, who is demoted prior to completion of a probationary period, will be reduced by the same amount as the promotional increase.
- 19.2.4 Exceptions to this policy may occur if there is a department restructuring that results in an involuntary demotion for one or more employees. The City Manager must approve any restructuring and resulting demotions.

### 19.3 LATERAL TRANSFER

- 19.3.1 Employees transferring from one position to another in the same pay grade, whether in the same or in a different department, will maintain the same pay rate.
- 19.3.2 Each transferred employee, whether in the same or a lower grade, must successfully complete a probationary period of six (6) months from the date of transfer. Probationary employees, whether in their first year as an employee or in their six (6) month promotional probationary period have no property entitlement to their positions.

### 19.4 RECLASSIFICATION

- 19.4.1 Positions may be considered for reclassification only upon written request of the Department Head, including detailed justification. ~~If the reclassification is for a change to an existing position classification (e.g. Grade 13 to Grade 14), the incumbent must complete a position questionnaire, which will then be evaluated by the Human Resources Department.~~ If the request is to change from one current position classification to another (e.g. Office Assistant to Office Assistant, Sr.), that justification must be included in the Department Head's request.
- 19.4.2 Reclassification requests will be considered each year during the budget process. Reclassifications requested during the fiscal year will be considered only if the department is restructuring or realigning major responsibilities. Mid-year reclassifications must have the approval of the Human Resources Director, Finance Director and City Manager.
- 19.4.3 Implementation of any reclassification, whenever approved, will not become effective until the necessary funds are available in the department budget. Any salary change required by a classification will become effective as of the date the reclassification is approved.

19.5 PROMOTION FROM PART-TIME TO FULL-TIME

19.5.1 Employees promoted from a part-time position to a full-time position must successfully complete a probationary period of six (6) months from the date of promotion.

19.5.2 Upon successful completion of the probationary period, the probationary employee will be considered a regular employee.

**ARTICLE 20**

**20.0 STANDBY & CALL BACK PAY**

**20.1 STANDBY PAY**

20.1.1 In order to provide coverage for services during off-duty hours, it may be necessary to assign and schedule certain bargaining unit employees to standby beeper duty. A standby beeper duty assignment is made by a department director or his/her designee who requires an employee on his/her off-duty time, which may include nights, weekends or holidays, to be available to perform his/her normal daily job function during off hours, due to an urgent situation. The written directive placing an employee on standby shall specify a starting and ending period. An employee utilizing up to one (1) day of vacation leave and remaining within Palm Beach County limits during this leave may be placed on the standby list at the employee's request.

20.1.2 Employee placed on Stand-by shall be assigned a take-home vehicle in compliance with the department's rotation list appropriate for the completion of the task required of the employee should he/she be called back to work. All take home vehicles shall be equipped with Automatic Vehicle Locators (AVL) capable of tracking a vehicle's location and the time of day. The AVL capability will substitute for the City time clock for those employees responding to emergency situations in take home vehicles. Therefore, those employees on Stand-by will not be required to punch in or punch out on the normal City time clock and instead may travel directly to and from their home to the work site when responding to after-hours emergencies. For payroll purposes, the starting time of the employee responding to emergencies will be that time when the vehicle leaves the employee's home and the ending time will coincide with provisions outlined in section 20.2 – Call Back Pay.

20.1.3 An employee who is called while on standby but who only responds by telephone or electronic communication is not entitled to call back pay; however, the employee shall be entitled to one (1) hour of straight time pay, up to a maximum of five (5) such one-hour payments in a seven-day standby period. Any subsequent call responses are considered as compensation under the initial standby pay allowance. Such pay shall be documented with the time of call and a summary of resolution of the incident telephonically or by electronic communication on log sheets prescribed by the City. If the duration of the call is less than 15 minutes, such time shall not count towards hours worked for FSLA purposes.

20.1.4 The employee shall receive one hour of pay at time and one half the employee's base rate of pay for each twenty-four (24) hour period that they are assigned standby duty. Time spent on standby does not count as time worked for calculation of hours worked in a workweek or for overtime purposes.

**20.2 CALL BACK PAY:**

- 20.2.1 Any employee who is called back to work after having been relieved and have left the assigned work station or called in more than one (1) hour before his/her regularly scheduled work time, shall be paid a minimum of three (3) hours at a premium rate of one and one half (1.5) times his/her base rate. Any time worked beyond three (3) hours during this call back will be paid at straight time and be counted "hours worked" for purposes of calculating overtime.
- 20.2.2 Employees called back to work during lunch breaks are not entitled to Call Back Pay; in this case the finishing time for that particular work day will be adjusted accordingly.
- 20.2.3 After an employee has been called back once during the employee's time off on that day (12:00 A.M. – 11:59 P.M.) all subsequent call backs will be paid at straight time and will be counted as "hours worked" for the purpose of calculating overtime.
- 20.2.4 The minimum three (3) hour call back pay constitutes premium pay and is not counted as "hours worked" for the purpose of calculating overtime.

## ARTICLE 21

### 21.0 WORKING IN HIGHER CLASS

- 21.1 Employees shall be required to perform work in a higher classification upon notice by their supervisor. Working in a higher class will be documented on an Employee Activity Report (E.A.R.) and signed by the employee. ~~When an employee is qualified for and is temporarily assigned the authority, duties and responsibility for a position allocated to a~~Employees working in a higher classification, for ~~three (3)~~twenty-four (24) or more consecutive work days ~~hours they will~~ shall receive a five percent (5%) increase to pay or the minimum of the higher classification, whichever is greater, until returned to ~~his/her~~their regular classification. ~~Employees shall be required to perform work in a higher classification only upon written memorandum by their supervisor. Upon release from duties and responsibilities of the position assigned in a higher classification, the employee's salary will be reduced to the rate the employee would be receiving had the temporary assignment never been made.~~
- 21.2 Employees ~~shall be~~ required ~~only~~ upon written ~~memo~~ notice from their supervisor to perform work in a higher classification for training purposes. ~~In this connection, they shall perform that work without a five percent (5%) increase in pay or the minimum of the higher classification. Working in a higher classification for such training purposes does not entitle the employee to an increase in pay.~~

ARTICLE 22

22.0 EMPLOYEES ASSIGNED TO TRAINING DUTIES

22.1 Employees who are assigned for twenty-four (24) or more consecutive work hours to train another employee who is new to the position will be assigned by their supervisor, which will be documented on an Employee Activity Report (E.A.R.) and signed by the employee. Employees assigned to training duties in connection with this article will to train another employee(s) who is/are new to the position(s), for three (3) or more days shall be assigned in writing and shall receive a five percent (5%) increase in pay during the time they are training another employee of the assignment.

**ARTICLE 23**

**23.0 EMERGENCY PAY POLICY**

23.1 Emergency pay shall hereinafter be paid in accordance with the provisions of City Emergency Ordinance 2005-036 or the most current City Emergency Ordinance.

## ARTICLE 24

### 24.0 CERTIFICATION PAY

- 24.1 The City shall pay \$500.00 for each certification or license as listed in Appendix I. The appendix may be amended from time to time pursuant to input from the Labor Management Committee. Exceptions to the list shall be agreed upon by the employee and the department head/designee. The City shall also pay for the actual certification or license fee. This provision shall not operate to reduce certification incentive pay policies. Bargaining unit members who participate in departmental certification pay programs are not entitled to participate in the program set forth herein.
- 24.2 The City shall provide educational and training opportunities for lifeguards during work hours so that the employee may earn and recertify for an EMT certificate. The City shall pay for the course and all course material. Lifeguards who earn EMT certificates shall receive a one-time five percent (5%) wage increase upon initially earning the certificate. No other compensation is applicable for this certification.
- 24.3 If for any reason an employee's certification is cancelled or expires, his/her salary will be reduced by the dollar amount initially granted when he/she received the 5% increase, but shall be reinstated if the employee is recertified.
- 24.4 ~~The foregoing benefit addressed in this article is suspended for FY 2013/2014.~~ Certification pay has been suspended. Discussions regarding this article may continue throughout the term of this Agreement during Labor-Management Committee meetings.



ARTICLE 25

25.0 SICK LEAVE

25.1 An employee shall notify his/her immediate supervisor or designee, in a manner provided for by management, of his/her illness not less than one half (1/2) of an hour before his/her normal workday begins. If an employee fails to call in within the specified time, the employee shall be subject to progressive discipline. This notice procedure shall be followed for each day the employee is unable to work unless prior approval is granted by departmental management, wherein the employee notifies his/her supervisor of the length of time he/she will be absent.

25.2 Sick leave will be granted upon approval of the Department Director/Designee for the following reasons:

- A. Employee's health, or up to forty (40) hours per fiscal year for illness of immediate family member: the employee's parent, spouse, or child.
- B. Medical, dental, or optical treatment that is determined in writing by a physician to be necessary and must be performed during working hours.
- C. Quarantine due to exposure to contagious disease.
- D. In connection with Workers' Compensation and which shall remain status quo during the term of this Agreement.
- E. Once an employee has exhausted all other paid leave, (s)he may use sick leave to care for his/her immediate family member who has a serious medical condition and whose condition is certified and approved through the City's Human Resources Department that the leave is in accordance with the Family and Medical Leave Act (FMLA).

25.3 Employees shall accrue sick leave at a rate of 96 hours per 12-month period or eight (8) hours per month. No employee shall be entitled to use sick leave in excess of the amount of such leave accumulated.

~~25.3.1 Any employee who has a Personal Leave balance will have payment of this balance at 50% effective the full pay period following ratification of the contract.~~

25.4 An employee making a departmental transfer will retain any unused sick leave.

25.5 Payout of Sick Leave

25.5.1 Newly hired probationary employees are not eligible for sick leave payout.

25.5.2 Regular employees will have payment made for unused sick leave, at the rate specified in the table below, for the total number of accrued and unused hours, upon resigning, or retirement or death. (Retirement shall

include normal retirement, disability retirement, or early retirement as defined in the appropriate Pension Plan).

<b>Continuous Years of Service Payout</b>	<b>Percentage of Sick Leave</b>
Less than 5 full years	0%
5 years but less than 10 full years	25%
More than 10 full years	50%
Upon retirement from the City	50%

25.6 Employees may request, and shall be covered by the provisions of the Family Medical Leave Act.

25.7 Sick leave exceeding three (3) consecutive work days requires medical certification be submitted to the Human Resources department upon return to work.

25.7.1 "Consecutive work days" shall include any day you were scheduled to work overtime.

25.8 Sick Leave Donations

25.8.1 Sick Leave Donations are available in accordance with City policy. It shall be the policy of the City to permit an employee who has a minimum of 120 hours sick leave the opportunity of donating accrued sick leave time to a designated employee whenever extraordinary circumstances require the designated employee to be absent from work for a lengthy period of time (workers' compensation leave time excluded), and when the receiving employee has exhausted all available paid leave. Extraordinary circumstances shall be defined as lengthy hospitalization, critical illness or off the job injury.

## ARTICLE 26

### 26.0 WORKERS' COMPENSATION

- 26.1 Whenever an employee is totally disabled from duty for a period of no more than seven (7) calendar days because of an injury determined to be compensated under the provisions of the Workers' Compensation Act, he/she shall be entitled to full regular pay.
- 26.2 If the period of disability is greater than seven (7) calendar days, the employee shall receive a sum of money up to an amount equal to the difference between his/her workers' compensation check and his/her normal net pay up to three (3) months. In no case will the salary supplement be extended beyond three (3) months from the date of injury.

At the end of three (3) months, Risk Management will review the medical certification from the employee's authorized workers compensation treating physician for a determination of pay status. If the authorized medical certification justifies temporary total disability, the salary supplement continuation will be granted. If the continuation of the salary supplement is granted, it shall continue the same rate as defined above for up to an additional three (3) months.

In no case will the salary supplement be extended beyond six (6) calendar months from the date on which the salary supplement began.

- 26.3 After three (3) months from date of injury, the injured employee may elect to receive accrued sick leave and after exhausted, vacation leave, in accordance with his/her regular hour wage, to the extent that his/her combined sick leave or vacation leave, and workers' compensation benefits equal his/her regular weekly net take home salary. The employee must contact the payroll clerk to qualify for the combined check.
- 26.4 It is incumbent on the employee to make application for disability in accordance with their pension plan and the insurance plan they are covered under. Failure to do this automatically cancels the additional City benefits.
- 26.5 If the appropriate disability plan denies the claim, the additional City supplement benefit will be canceled. If the appropriate disability plan accepts the claim, the salary supplement will be canceled after issuance of the disability pension check or at the end of the time duration outlined above, whichever comes first.
- 26.6 If an employee who is receiving workers' compensation payment along with City supplement, sick or vacation leave, is found to be working or receiving compensation for his/her services elsewhere, during this period, he/she will be obligated to reimburse the City for all medical expenses and supplement, sick or vacation pay taken and shall be subject to dismissal.

**ARTICLE 27**

**27.0 LIGHT DUTY**

27.1 The City may provide employees who have non-work related injuries, which prohibit them from performing one or more of the essential functions of their positions to return to work and perform light duty when there is light duty work available and the City has determined that the employee is able to perform the light duty work without risk of further injury. The City is under no obligation to create light duty work.

**ARTICLE 28**

**28.0 VACATION**

28.1 Each full time employee shall earn vacation as follows:

<b>Years of Service</b>	<b>Vacation Hours</b>
1 Year	80
2-3 Years	120
4 Years	128
5 Years	136
6 Years	144
7 Years	152
8 Years	160
9 Years	168
10-15 Years	176
16-20 Years	192
21 Years & After	200

28.2 Vacation leave may be taken as earned, in thirty (30) minute increments subject to the approval of the Department Head/Designee who shall schedule vacations so as to meet the operating requirements of the Department. Approval of vacation leave requests must not be unreasonably withheld.

28.3 Employees shall be allowed to take their birthday off and the hours shall be charged as vacation hours in accordance with the rules and provisions regarding the use of vacation time.

28.4 Employees may accrue vacation leave to a maximum of the leave earned in the most recent two employment years. Vacation leave accrued during October 1 – September 30 may exceed this stated policy; however, any amount over the allowable maximum that has not been used during that (October 1 – September 30) period will be forfeited as of September 30. However, employees who have been denied vacation shall have the excess vacation paid to them, at their regular straight time rate of pay in the last pay check of the fiscal year.

28.5 Vacation requests of three (3) shifts or less must be requested and approved or denied prior to the end of the work shift the work day preceding the time requested off. Vacation requests of four (4) shifts or more must be requested and approved or denied within forty-eight (48) hours prior to the time requested off. Advanced vacation requests must be approved or denied within thirty (3) days of the date of the request.

28.6 ~~Employees shall be allowed to take up to twenty four (24) hours of emergency vacation leave on an annual basis. Employees shall make such a request in accordance with the applicable, published Departmental call in procedure with the Supervisor within thirty (30) minutes of the start of the work shift.~~

During the fiscal year, Up to twenty-four (24) hours of an employee's annual vacation accrual may be granted for absences from work when a vacation request cannot be made according to Article 28.5. Employees must notify their supervisor of the need for this absence, in accordance with applicable Departmental call-in procedures, within one half (½) hour of their normal shift start time or, if at work and the employee is notified of an emergency, (s)he may use emergency vacation no more than four (4) times per fiscal year. Time used in this regard may be used in increments of one (1) hour.

28.7 An employee who takes leave without a timely request or without approval shall be docked pay for the time not worked and is subject to additional disciplinary action.

28.8 Emergency Cash Out of Vacation and/or Sick Leave Time

28.8.1 Employees faced with sudden extraordinary circumstances of hardship, as defined by IRS regulations governing 401(k) plans, and who have in excess of forty (40) hours of accrued vacation are eligible to request emergency cash out of vacation. If approved, an employee may convert up to eighty (80) hours to cash (less applicable deductions) provided they have 40 hours remaining in their vacation accrual account after the cash out. Conversions must be done in increments of eight (8) hours.

28.8.2 Employees who do not have enough vacation time to use for the total amount of emergency cash out may consider including sick leave hours. Sick leave hours cash out will be calculated at fifty percent (50%) of the employee's hourly rate. The total of vacation and sick may not exceed eighty (80) hours and vacation hours must always be used before sick hours. Payment for sick leave hours may only be granted if the employee has the amount of sick leave credited to his/her sick leave account and the employee retains a minimum of eighty (80) sick hours on the books.

28.8.3 A request must be made in writing outlining the emergency and submitted to the Human Resources Director on the appropriate form. A committee comprised of the City Manager, Finance Director, and Human Resources Director will then review the request and approve the requested hours in total or modified as they see fit. This benefit can be used only Employees may take advantage of this provision once during each fiscal year of this Agreement. At the discretion of the City Manager, the time limit rule may be waived if there are exigent circumstances. Upon request, employees are required to provide a receipt as proof of payment for any estimate provided as documentation of an expense.

28.8.3.1 The committee reserves the right to review and consider requests that are not specifically addressed in the IRS regulations governing 401(k) plans.

~~28.8.4 Denial of sick leave pay will be made in writing stating the reasons for the denial. Employees may take advantage of this provision once during each year of this Agreement.~~

## ARTICLE 29

### 29.0 BONUS HOURS AND BONUS INCREASES

#### 29.1 BONUS HOURS

- 29.1.1 The intent of this Article is to establish a wellness program designed to minimize time lost on the job and to help reduce the City's overall health insurance expenses. ~~The City recognizes that employees occasionally suffer from injuries or illness necessitating the use of paid sick leave time off. However, this program provides incentive to reward those employees who use sick time responsibly.~~
- 29.1.2 All full time City employees covered by this policy are eligible to receive eight (8) 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 time during the previous three (3) months nor has been absent from work or on leave other than those paid leave categories recognized in this document.
- 29.1.3 Bonus hours shall be counted as vacation leave and subject to the provision set forth for use of vacation.

#### 29.2 BONUS INCREASES

- 29.2.1 In addition to any other monetary benefit, the City Manager is authorized to approve a bonus of \$500.00 when such a bonus is justified by the Department Head/Designee, in writing, on the prescribed forms. This bonus will not affect the employees pay grade and step and will be in compliance with Florida Statute. Funds for the bonus will be budgeted as a separate allowance and administered under the direct control of the City Manager. Employees are not automatically entitled to receive bonuses. This system allows for top performance to be recognized by the immediate supervisor and prompt rewards to be made at the discretion of the supervisor, provided the Department Head concurs. This top performance must be substantiated by the supervisor and the Department Head/Designee using the prescribed forms furnished by the City Manager.



**ARTICLE 30**

**30.0 HOLIDAYS**

30.1 The following holidays shall be observed for employees in the bargaining unit:

New Year's Day	Martin Luther King, Jr. Day
President's Day	Memorial Day
Independence Day	Labor Day
Veteran's Day	Thanksgiving Day
Day after Thanksgiving	Christmas Eve
Christmas Day	

30.2 For each observed holiday, a full-time employee shall be entitled to eight (8) hours of pay at the employee's regular rate of pay.

- A. When a City observed holiday falls on an employee's scheduled work day, the employee will receive eight (8) hours holiday pay at straight time.
- B. When an observed holiday falls on an employee's non-scheduled work day, it will be treated as a floating holiday and eight (8) hours will be added to the employee's vacation leave bank.
- C. Hourly rate employees must work their regular work days immediately before and after the holiday in order to receive pay for the holiday or be in an authorized with pay status immediately before and after the holiday.

30.3 Employees on vacation, annual military leave, jury duty, sick leave, funeral leave, and other absences from duty, but on active pay status on the day the holiday is observed must use the holiday on the same day that it is earned. Holidays that occur during vacation leave shall not be charged against such vacation leave.

**ARTICLE 31**

**31.0 COMPASSIONATE LEAVE**

31.1 In the event of the death of the mother, father, child, son, daughter, foster parent, step-parent, foster child, step-child, brother, sister, husband, wife, registered domestic partner, son-in-law, daughter-in-law, grandparent, grandchild, mother-in-law, or father-in-law of a regular employee, the employee shall be entitled to paid compassionate leave not to exceed ~~twenty-four (24)~~three (3) consecutive hourswork days. However, if it is necessary for the employee to leave the State in connection with the interment of the deceased, the employee shall be entitled to paid compassionate leave not to exceed ~~forty (40)~~five (5) consecutive hourswork days. Employees must submit proof of death within thirty (30) days in order to be eligible for this article. The City Manager may grant additional leave under this section when (s)he deems it appropriate.

## ARTICLE 32

### 32.0 MILITARY LEAVE

- 32.1 Reserve Training: All employees in the City service who are members of military reserve units and who must attend annual training sessions are entitled pursuant to Florida Statute 115.07. This leave of absence may not exceed 240 working hours per fiscal year in order that these employees may fulfill their military obligations.
- 32.2 Active Duty: All employees who are reservists and are ordered to active military duty shall continue to receive full City pay for the first thirty (30) days of active duty and thereafter shall receive supplemental pay from the City, in an amount necessary to bring their total compensation, inclusive of their base military pay, to the level earned at the time they were called to active military duty.
- 32.3 The City will continue to pay the eligible employee's portion of health, dental and life insurance premiums and the City's pension contribution. If an employee has dependent insurance coverage, the Finance Department will consider this in determining the amount of supplemental pay so that the dependent insurance premiums can be paid prior to the supplemental check calculation. The employee's pension contribution will also be made prior to the supplemental check calculation. If the supplemental pay is not sufficient to pay the dependent coverage, the employee will be responsible for sending the City a check to cover the dependent premium. The employee will also be responsible for making arrangements for any other benefit premium or other deduction. Current U.S.E.R.R.A. regulations will be followed regarding the employee benefits.
- 32.4 Continued Service: Unless the person provides the City with written notice that they do not plan to return to employment with the City, no break in service will occur during the period of active duty and the employee will continue to accrue service for purposes of seniority and pension eligibility.
- 32.5 Employees on active Military Duty are required to provide the City with their military orders for the duration of their assignment.

## ARTICLE 33

### 33.0 LEAVE OF ABSENCE

- 33.1 A regular employee may be granted leave of absence without pay for a period not to exceed six (6) months for sickness, disability or other good and sufficient reasons that are considered to be in the best interest of the City. Requests must be in writing. A leave of absence without pay must be approved by the City Manager. Employees that are on approved leaves of absence without pay will be responsible for paying all their benefit premiums, e.g., insurance, etc.
- 33.2 Leave of absence without pay will not be granted in order to accept employment with another employer. If granted, leave of absence without pay may subsequently be withdrawn and the employee recalled to service. All employees on leave of absence without pay are subject to applicable provisions of these rules. There will be no accrual of sick leave, vacation leave, or seniority during leaves of absence without pay exceeding thirty (30) days.
- 33.3 Prior to be granted an unpaid leave of absence, an employee must exhaust all of his/her available paid leave time.

## ARTICLE 34

### 34.0 UNAUTHORIZED ABSENCE

- 34.1 A Bargaining Unit member who is absent from work without authorized leave for a period of more than three (3) days shall be deemed to have abandoned his or her job and shall be separated from employment with the City. Separation of this type shall not be considered a disciplinary separation.
- 32.2 However, a Bargaining Unit member who is absent from work without authorized leave for a period of not less than three (3) days and not more than thirty (30) days, but who, due to a serious medical condition, was physically unable to notify his/her employer or have another person notify his/her employer shall not be deemed to have abandoned his or her job and shall not be separated from employment with the City. Under these circumstances, the Human Resources Director must be provided with details of the absence and he or she must determine if just cause exists.

## ARTICLE 35

### 35.0 JURY DUTY

- 35.1 Leave with pay may be authorized in order that regular employees may serve required jury duty or a subpoena issued by a court of law to appear as a witness on cases relevant to the City, provided that such leave is reported in advance to the Department Director. All pay granted under this section must be approved by the Department Director. In order for employee to receive his/her regular pay for such leave the employee must deposit the money which he/she receives for jury duty or as a witness with the City Finance Department for those hours that coincide with his/her regular work schedule, unless otherwise provided by law. Employees can keep only travel expense monies. Employees subpoenaed as witnesses in cases unrelated to City business may take vacation leave in order to receive pay.
- 35.2 Employees are required to provide five (5) days' notice to their supervisors that they have received a jury summons. Employees who are required to report to jury duty on a day that they are scheduled to work are not required to report to work on the day on which they reported for jury duty. Employees whose work schedule crosses the day divide (12:00 A.M.) must make arrangements with their supervisors in advance as to which day (s)he will be required to report.

## ARTICLE 36

### 36.0 SENIORITY AND LAYOFF

- 36.1 For the purpose of this Contract, "seniority" shall be defined as the employee's length of continuous service with the City of Boynton Beach. The City and the Union recognize the value of an experienced workforce and agree that an employee's seniority shall be considered along with the needs of the City, when affecting decisions on vacations, promotions and shifts.
- 36.2 Employees shall lose their seniority for the following reasons:
- A. Termination
  - B. Retirement
  - C. Resignation
  - D. Failure to report to the Human Resources Office, the intention of returning to work within five (5) days of receipt of recall as verified by certified mail
  - E. Failure to report from military leave within the time prescribed
- 36.3 The City Manager may lay off any union employee whenever such action is made necessary by reason of shortage of work or funds, the abolishment of a position, consolidation of departments or divisions, privatization, reclassification, or reorganization; ~~however, no regular employee shall be laid off while there are temporary employees serving in the same position for which the union employee is qualified, in the judgment of the Department Head in consultation with the Human Resources Director.~~
- A. Employees will be given two (2) weeks of severance pay when laid off from the City.
  - B. Whenever a layoff of one (1) or more employees becomes necessary the City Manager shall notify the Union at least two (2) weeks in advance of the intended action and the reasons therefore.
  - C. The Human Resources Director shall furnish the City Manager with the names of the employees to be laid off in the order in which such layoff shall occur. In order to minimize the disruption of the operations of the City, the order of layoff shall be in reverse order of total continuous time served in the same classification and within the same department, except in the case of elimination of a department or division, in which case only the employees in the department or division being eliminated will be laid off.
  - ~~D. Temporary employees in the bargaining unit shall be laid off prior to layoff of Union employees.~~

**ARTICLE 37**

**37.0 RECRUITMENT AND SELECTION**

37.1 Recruitment and Selection process and procedures will follow those described in ~~the Personnel Policy Manual (PPM)~~ The Hiring Process of the City of Boynton Beach.



## ARTICLE 38

### 38.0 SAFETY AND HEALTH

- 38.1 Those employees of the Beach Patrol who are assigned lifeguard duties will be provided masks or goggles, sunscreen lotion, bathing suits, and winter jackets for safety purposes. In addition Beach Patrol employees shall receive a wage allowance of \$120.00 per fiscal year, by December 1<sup>st</sup> of each year, for the purchase of specialty sunglasses or prescription safety eye wear.

Mechanics will be provided two (2) sets of overalls per year for safety purposes.

The City shall make available immunization shots for tetanus, hepatitis and diphtheria for all members of the bargaining unit on a voluntary basis.

- 38.2 Employees who are in positions designated by the Safety Committee will receive a one hundred forty-seven dollar and fifty cent (\$147.50) safety shoes/boots allowance annually. These shoes/boots shall only be worn for official City business. Employees hired after the shoe allowance has been paid will receive a pro-rated amount based on the number of months remaining in the fiscal year.

The union shall participate on the Safety Committee. The City/Safety Committee will be responsible for deciding which positions require the wearing of safety shoes/boots based on OSHA standards and recommendations. Risk Management shall determine the type and quality of such shoes/boots based upon the tasks listed in the City's Administrative Police Manual, Personal Protection Equipment (P.P.E.) Addendum (A.P.M. 12.01.17 – P.P.E. Attachment).

Employees who fail to wear proper shoes/boots to work are subject to disciplinary action.

- 38.3 The Incident Review Board shall include one representative appointed by the Union.
- 38.4 Commercial Drivers' License (CDL License) Physicals

In accordance with the Federal Motor Carrier Safety Regulations (FMCSR) employees in position classifications which require a CDL license, and employees who may hold a CDL license and from time to time perform CDL job functions for the City due to special circumstances, must be medically examined according to regulations and be certified with a valid medical certificate, in accordance with the FMCSR regulations, as physically qualified to operate a commercial motor vehicle.

The cost for the regular physical examination required to maintain a CDL license will be borne by the City. Any additional expense related to maintaining the license will be borne by the employee.

**ARTICLE 39**

**39.0 TOOL ALLOWANCE**

- 39.1 All employees requested to furnish tools for their job shall receive replacement tools for tools broken in performance of the City's work provided they furnish the City with a list of their personal tools approved by their department head.
- 39.2 Fleet Mechanics shall receive an allowance of \$500.00 annually to purchase new tools that are required for the employee to complete his assigned task. The City shall continue to purchase all required specialty tools and replace lost, stolen, or broken tools at fair market value. For all other employees, the City shall provide all necessary tools to those bargaining unit employees required to utilize tools in their service to the City.
- 39.3 New hires who are eligible for a tool allowance shall receive a prorated amount of the annual allowance based on the number of months remaining in the fiscal year.

ARTICLE 40

40.0 UNIFORMS

40.1 The City will issue a newly-hired employee the following properly fitted standard industrial quality uniforms thirty (30) days after starting work:

- 5 Green short-sleeve or long-sleeve work shirts
- 5 Green work pants
- 5 Tee shirts
- 1 Jacket (Bi-annually)
- 2 Hats (1 hat exchanged, as needed)
- 1 Sweatshirt

40.2 Lifeguards shall be issued uniforms in accordance with the Department Policy. Employees have been furnished a uniform and must wear their uniform at work. Bargaining unit members are being given a sufficient number of uniforms to make a neat, clean appearance at work every day. Bargaining unit members will not be allowed to start work each day unless they are in full uniform. Employees must purchase additional uniforms if necessary to comply with this Section unless the uniform is replaced pursuant to Section 6 of this Article. Only City issued hats and jackets may be worn while on duty, inclusive of breaks.

40.3 Bargaining unit members agree to maintain the uniforms and to hem the pant leg(s) properly (There will be no cutting or ripping of raw, unfinished edges, rolling up, stapling or scotch taping).

40.4 Employees in certain classifications may be permitted to wear shorts at their supervisor's discretion. When worn, shorts must be neatly tailored and hemmed without frayed edges or cuts, and must fall within four (4") inches of the kneecap. During the term of this Agreement and thereafter, the City Manager in his/her sole discretion may change the decision made under this Section and the Union agrees to waive any bargaining over such changes.

40.5 Bargaining unit members will be entitled to a re-issue of properly fitted standard industrial quality uniforms. Re-issue of uniforms on an annual basis consists of five (5) work pants, five (5) shirts, with an option of five (5) T-shirts, for a total of ten (10) shirts and one (1) sweatshirt annually. (The option of which style of shirt is determined by the employee's needs).

40.6 Uniforms destroyed or damaged while being worn on the job will be replaced provided a memo is submitted from the employee to the supervisor outlining the cause of the damage. All issues being replaced must be turned in for the new issue and recorded.

40.7 City uniforms are for City job use only. Uniforms shall not be worn on outside jobs, be given to non-city employees, or worn while off duty (break period excepted), except while the employee is actually traveling to and from work. Uniforms may be worn while traveling to and from work, provided the employee

does not stop in transit to engage in personal business or activities. Bargaining unit employees shall not purchase or consume alcoholic beverages while wearing their uniform.

- 40.8 The City reserves the right to utilize a uniform service for the provision of uniform apparel.
- 40.9 When the employee has a medical condition, as identified by the employee's physician and verified by a City appointed doctor, which prevents the employee from wearing the standard department uniform, the employee may wear a City approved alternate uniform. If the medical condition is for an extended period of time, an updated doctor's note shall be resubmitted every two (2) years.
- 40.10 Failure to wear the proper uniform will result in disciplinary action.

ARTICLE 41

41.0 INSURANCE

41.1 Medical, Vision and Dental Insurance

41.1.1 Year One: (October 1, 2013-2014 through September 30, 2014/2015)

The City shall pay the total medical insurance, dental insurance, and vision care premiums for all regular employees. The employees will pay the full cost of medical insurance, dental insurance, and vision care premiums for their dependents.

41.1.2 Year Two: (October 1, 2015 through September 30, 2016)

The City and Union agree to reopen this article.

41.1.3 Year Three: (October 1, 2016 through September 30, 2017)

The City and Union agree to reopen this article.

41.2 The review and selection of insurance coverage is made on an annual basis by the City. The City has a Benefits Committee, which is comprised of an equal number of non-represented members who are appointed by the City Manager and two (2) members from each of the City's bargaining units. Bargaining unit representatives shall be designated by the Union. The final decision regarding selection of insurers is reserved to the City, but the City shall strongly consider input and recommendations from the Benefits Committee.

## ARTICLE 42

### 42.0 PERSONNEL FILES

- 42.1 ~~The p~~Personnel files for all City employees are maintained by the City's Human Resources Department. Employee may inspect and obtain copies of personnel files in accordance with Florida Law.
- 42.2 ~~If a request is made to review an employee's personnel file by someone other than the Department Director, the Human Resources Department Staff or the City Manager's office, a notice will be sent to the employee notifying him/her of such a request. Consistent with State Law, the City agrees that upon request, a member shall have the right to inspect his/her own personnel records and shall have the right to make one (1) duplicate copy of his/her records during the term of this Agreement at no expense. Additional copies of his/her personnel records requested by a member during the term of this Agreement will be treated as a Public Records Request. The City will purge personnel files in accordance with appropriate Florida State Statutes. The employee file maintained by the Human Resources Department shall be the official file for each employee. All bargaining unit members covered by this Agreement must be notified within seventy-two (72) hours of the request when someone other than a City employee requests to review the bargaining unit member's personnel file, unless the file is being inspected by a governmental agency (including IRS), or state attorney, in the conduct of a lawful criminal investigation when confidentiality of the investigation is requested.~~
- 42.3 Bargaining unit members may request one electronic copy of their file at no charge once per the term of this Agreement. Additional requests will incur the charge in accordance with public records requests.

**ARTICLE 43**

**43.0 TUTION ASSISTANCE PROGRAM**

43.1 The Tuition Assistance Program as described in the Administrative Policy Manual (APM) will be followed. Refer to 04.01.03, Organizational and Strategic Development Policies, Tuition Assistance Program in the APM for specifics.

**ARTICLE 44**

**44.0 GENERAL PROVISIONS**

44.1 Employees may submit written responses to material (~~reprimands~~counseling, written notices, written comments, etc.) for submission into their personnel files.



## ARTICLE 45

### 45.0 DUES DEDUCTION

- 45.1 Employees covered by this Agreement may on the prescribed form, authorize payroll deduction for the purpose of paying the Union dues and/or a uniform COPE deduction. Employees shall receive copies of the form from either the City Finance Department or their Union office.
- 45.2 The Union will initially notify the City as to the amount of dues and/or COPE deductions. Such notification will be certified to the City in writing over the signature of an authorized officer of the Union. Changes in Union membership dues or COPE deductions will be similarly certified to the City and shall be done at least one (1) month in advance of the effective date of such a change. To revoke the payment of Union dues and/or COPE deductions, the employee shall go to the Union office and Union staff shall prepare and mail notice of such change to the City's Finance Department.
- 45.3 Dues and COPE deductions shall be deducted each pay period and remitted monthly and the funds shall be remitted along with a list of employees contributing to the Treasurer of Union within fifteen (15) days after the end of the month. The check for COPE deductions will be submitted to the Union separately from the check for dues on a quarterly basis. The Union will indemnify, defend and hold the City harmless against any claims made or suits instituted against the City on account of payroll deduction of Union dues and/or COPE deductions.
- COPE deductions will be remitted to the Union in a separate check on a quarterly basis.
- 45.4 For the purpose of putting this Article into effect, the Union will furnish forms for such individual authorization reading as follows:

**NOTICE TO CITY AND UNION AUTHORIZATION  
FOR DEDUCTION/DISCONTINUATION OF UNION DUES**

\_\_\_\_\_ I hereby authorize my City to deduct from my salary each pay period my Union dues, as certified to the City by the Union, and to transmit this amount to the Treasurer of the Union.

\_\_\_\_\_ I hereby authorize my employer to deduct from my salary each pay period my COPE deduction of \$2.00 per week, as certified to the employer by the Union, and to transmit this amount to the Treasurer of the Union.

I understand that these authorizations are voluntary and I may revoke it at any time by giving my employer and the Union thirty (30) days advance notice in writing.

\_\_\_\_\_

Date

\_\_\_\_\_

Signature

\_\_\_\_\_

Job Title

\_\_\_\_\_

Name Printed

## ARTICLE 46

### 46.0 PENSION

46.1 Employees will continue to participate in the employee's pension plan of the City of Boynton Beach Ordinance No. 88-43, as amended. A copy of the plan's annual actuarial valuation report will be provided to the Union, in its entirety, upon request from the Union.

46.2 The City and the Union agree to conform the pension plan to state requirements as pertaining to municipal pension programs.

46.3 Year Two (October 1, 2015 – September 30, 2016): The City and the Union agree to reopen this article.


Year Three (October 1, 2016 – September 30, 2017): The City and the Union agree to reopen this article.

**ARTICLE 47**

**47.0 SUBSTANCE ABUSE**

47.1 The Union recognizes and supports the City's Drug Free Workplace Policy ~~in the current City Ordinance~~ and will work with the City to enforce the provisions of the policy. It is recognized by the Union that the City's Drug Free Workplace Policy applies to all members of this bargaining unit.

  
City TA

  
Union TA

**ARTICLE 48**

**48.0 PROBATIONARY PERIOD**

48.1 All newly hired or rehired employees shall be subject to a probationary period of one (1) year.

48.1.2 Probation may be extended for up to an additional ninety (90) days with the concurrence of the Department Head, Human Resources Director, and City Manager.

48.2 All promoted employees shall be subject to a probationary period of six (6) months. The probationary period of promoted employees does not apply to layoffs.

**ARTICLE 49**

**49.0 SAVINGS CLAUSE**

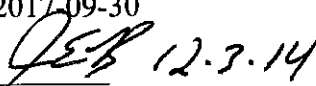
50.1 If any Article or section of this Agreement should be found invalid, unlawful or not enforceable, by reason of any existing or subsequently enacted legislation or by judicial authority, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

**ARTICLE 50**

**50.0 MODIFICATION OF CONDITIONS**

- 50.1 Changes to City or Departmental rules and regulations may be made by the City following thirty (30) days written notification to the Union. When pre-implementation or impact bargaining is requested by the Union, the implementation date of change shall be delayed an additional thirty (30) days.
- 50.2 There are no non-salary (wages or allowance) monetary benefits, including those established by past practice, except those expressly set forth or incorporated by reference in this Agreement.

  
\_\_\_\_\_  
City TA

  
\_\_\_\_\_  
Union TA

## ARTICLE 51

### 51.0 POSTING OF AGREEMENT

- 51.1 The City will maintain a copy of this Agreement for inspection in the Human Resources Department, the City Clerk's Office and every Department/Division with blue collar workers.
- 51.2 The City will post a copy of this Agreement, as ratified, on the City's web page and make one (1) hard copy per term of Agreement upon request for each bargaining unit member.



**ARTICLE 52**

**52.0 COLLATERAL DOCUMENTS**

- 52.1 This collective bargaining agreement does not exist in a void. Provisions of the City's PPM, APM, Departmental Rules, and other policies established by resolution or ordinance (collectively referred to as collateral documents) are applicable to bargaining unit members unless the terms of said collateral documents conflict with the terms of this Agreement, in which case the terms of this Agreement shall control.
- 52.2 Nothing herein shall be interpreted to preclude the right of the Union to impact bargain, subject to applicable law.

ARTICLE 53

53.0 DURATION

53.1 This Agreement and all monetary benefit adjustments provided herein shall be effective upon ratification by both parties and remain in full force and effect until September 30, 2014~~2017~~. Wage and benefit levels existing on September 30, 2014~~2017~~, shall be frozen as of that date and shall constitute the status quo during any period of negotiations for a successor Agreement.

53.2 ~~If an agreement is not reached by December 31, 2013 the negotiations shall be deemed at impasse and the impasse issue shall be submitted to the City Commission at the second Commission meeting in January 2014. The City and the Union waive the appointment of a special magistrate to resolve the impasse and agree that the City Commission shall have final authority to resolve the impasse issues.~~

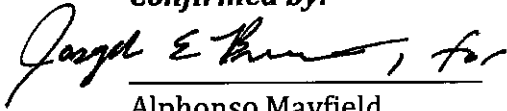
During the negotiations and the impasse process, if any, the base wages of bargaining unit employees will be frozen at the levels in place at the time the City requests to reopen negotiations and no subsequent base wage increases will occur except as thereafter negotiated by the City and the Union, or, in the event the reopened negotiations do not result in a ratified Agreement, as imposed by the City Commission through the impasse process.

Agreed to this \_\_\_\_ day of \_\_\_\_\_, 2014 by and between the respective Parties through the authorized representatives of the Union and the City.

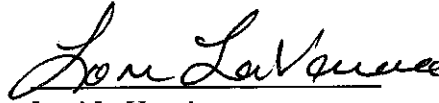
**SEIU Florida Public Services Union,  
CTW, CL**

**The City of Boynton Beach, Florida**

**Confirmed by:**



Alphonso Mayfield  
President



Lori LaVerriere  
City Manager

**Approved as to Form:**

\_\_\_\_\_  
City Attorney

**Attest:**

\_\_\_\_\_  
Janet Prainito  
City Clerk

\_\_\_\_\_  
Jerry Taylor  
Mayor

**Ratified by Union:**

On the \_\_\_\_ day of  
\_\_\_\_\_, 2014

**Ratified by City of Boynton Beach:**

On the \_\_\_\_ day of  
\_\_\_\_\_, 2014