

CITY / SEIU-FPSU COLLECTIVE BARGAINING
July 20, 2017, 9:00 AM

CITY

Sheryl Stewart

Bob Norton

~~John Williams~~

Brecker Johnson

Elicia Sanders

David Reyes

SEIU-FPSU

Kevin Ray

Norman Chappie

Joseph Brennan

City Proposals to Union - July 20, 2017

7-20-17

THE CITY OF PALM BEACH GARDENS

AND

SERVICE EMPLOYEES INTERNATIONAL UNION/ FLORIDA PUBLIC SERVICES UNION

OCTOBER 1, 2014⁷ THROUGH SEPTEMBER 30, 2017²⁰

ARTICLE 1

PREAMBLE

- Section 1. In accordance with the State of Florida Public Employees Collective Bargaining Statute and the City of Palm Beach Gardens, this Agreement is entered into by and between the City of Palm Beach Gardens, a municipal corporation in the State of Florida, hereinafter called the "Employer" or "City" and Service Employees International Union/Florida Public Services Union, CTW, CLC, hereinafter referred to as the SEIU/FPSU or the "Union." The labor Agreement is applicable for employees as defined in Certificate Number 447 issued to the SEIU in accordance with the Certificate granted by the Public Employees Relations Commission on January 26, 1979, as amended on August 15, 2007.
- Section 2. The purpose of this Agreement is to promote and maintain harmonious and cooperative relationships between the employer and employees, both individually and collectively, to provide an orderly and peaceful means for resolving differences which arise concerning the interpretation or application of this Agreement, and to set forth herein the basic and entire Agreement between the parties in the determination of wages, hours, and terms and conditions of employment.
- Section 3. The parties recognize that the basic interest of the community will be served by assuring the public, at all times, of orderly and uninterrupted operations and functions of the municipal government, and by providing, in the most efficient manner, superior public service to the citizens of the community.

ARTICLE 3

NON-DISCRIMINATION

- Section 1. The City of Palm Beach Gardens will not discriminate against any employee covered by this Agreement because of membership or non-membership in the Union or authorized activity as required in this Agreement in behalf of the members of the SEIU/FPSU.
- Section 2. The SEIU/FPSU will not discriminate against employees covered by this Agreement as to membership or representation with regard to terms and conditions of membership because of race, color, ~~creed,~~ ~~sex,~~ age, ~~or~~ national origin, religion, gender, gender identity or expression, sexual orientation, marital status, familial status, disability, pregnancy, genetic information, or any other status or condition protected by applicable federal, state or local laws.
- Section 3. The Union recognizes that the City of Palm Beach Gardens is firmly committed to securing equal employment opportunities and freedom from discrimination for all individuals within Palm Beach Gardens, as set forth by its Equal Employment Opportunities policies.
- Section 4 While claims of discrimination may be processed through normal City complaint procedures; if the matter cannot be resolved the employee should address the issue to the appropriate county, state and/or federal agencies that deal with these issues. Complaints of discrimination may not be processed through the arbitration procedure.

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ARTICLE 4

DUES DEDUCTION

Section 1. Upon receipt of a lawfully executed written authorization form from an employee, the City of Palm Beach Gardens agrees to deduct the current regular Union dues once each month and remit such deductions to the duly elected Treasurer of the SEIU/FPSU, within fifteen (15) working days from the date of deduction. The SEIU/FPSU will notify the City, in writing, thirty (30) calendar days prior to any change in the regular SEIU/FPSU dues structure. The employer is expressly prohibited from any involvement in the collection of fines, penalties, or special assessments and shall not honor any request of this nature other than for Union dues.

Section 2. Any employee may upon thirty (30) days written notice to the Finance Administrator and the Union, cancel his dues deduction.

Section 3. The SEIU/FPSU agrees to remit to the City the amount of twenty (20) cents per employee for the administrative cost of each change made in the regular monthly dues. Said remittance shall be due from the SEIU/FPSU within fifteen (15) calendar days from receipt of a statement from the City's Finance Department.

Section 4. The SEIU/FPSU agrees to provide necessary Dues Deduction Authorization forms and Notice to Stop Dues Deduction forms for its members. These forms shall read as follows:

AUTHORIZATION CARD FOR DEDUCTION OF SEIU DUES

I hereby authorize the City of Palm Beach Gardens to deduct from my wages each month the current regular monthly SEIU/FPSU dues and to transmit this amount to the Treasurer of the Service Employees International Union/Florida Public Services Union.

Date: _____ Name: _____ Employee I.D. # _____

Address: _____

Signature: _____

INSTRUCTIONS TO STOP PAYROLL DEDUCTION OF SEIU DUES

I hereby instruct the City of Palm Beach Gardens to stop deducting from my wages each month the current regular monthly SEIU/FPSU dues of the Service Employees International Union/Florida Public Services Union. A copy of this revocation has been forwarded to the Treasurer of the SEIU/FPSU.

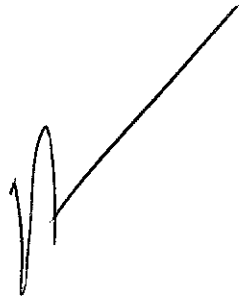
ARTICLE 5

MANAGEMENT RIGHTS

- Section 1. Except as expressly limited by any provision of this Agreement, the City of Palm Beach Gardens reserves and retains exclusively all of its normal and inherent rights with respect to the management of its operations, whether exercised or not, including, but not limited to, its rights to determine, and from time to time predetermine, the number, location, and type of its various operations, functions, and services; the methods, procedures, and policies to be employed; to discontinue the conduct of any operation function or service, in whole or in part; to transfer its operations, functions, or services from or to, either in whole or in part, any of its departments or other divisions; to select and direct the working force in accordance with requirements determined by the City; to create, modify, or discontinue jobs; to establish and change working rules and regulations; to establish and change work schedules and assignments; to transfer or promote employees; to lay off, furlough, demote, terminate or otherwise relieve employees from work for lack of work, lack of funds, or other legitimate reasons; to suspend, discharge, demote or otherwise discipline employees for just cause; to subcontract; and to alter or vary past practices and otherwise to take such measures as the City may determine to be necessary to the orderly and efficient operation of its various operations, functions, and services.
- Section 2. If in the sole discretion of the City Manager it is determined that civil emergency conditions exist, including, but not limited to, riots, civil disorders, hurricane conditions, similar catastrophes or disorders, or public employee strikes, the provisions of the Agreement may be suspended by the City Manager during the time of the declared emergency, providing that wage rates and other direct monetary payments shall not be suspended and provided further that any disciplinary action taken during such declared emergency shall be grievable at the end of the declared emergency.
- Section 3. The exercise of the above-enumerated rights shall not preclude employees or their representatives from raising grievances should decisions on the above-matters have the practical consequence of violating the terms and conditions of this Collective Bargaining Agreement.

ARTICLE 7

BULLETIN BOARDS



Section 1. Each department, office, or bureau agrees to provide a bulletin board or reasonable space at work locations which may be used by the Union for the following purposes:

- A. Notice of Union meetings
- B. Notice of Union elections and their results
- C. Notices of official Union business
- D. Any other communications which has received the prior approval of the City Manager or designee

Section 2. All costs incidental to preparing and posting of the SEIU/FPSU material will be borne by the Union and in no way shall City facilities other than the approved bulletin boards be utilized for the dissemination of SEIU/FPSU material.

ARTICLE 9

WORKERS' COMPENSATION AND DUTY DISABILITY LEAVE

Section 1. Job-Related Injury:

- A. The City of Palm Beach Gardens will carry Workers' Compensation coverage for all employees covered by this Agreement. The City agrees to pay the premium for said coverage.
- B. When an employee is absent from duty because of an injury determined to be compensable under the provision of the Workers' Compensation Act, the employee shall be entitled to full pay less any benefit under the Workers' Compensation Act for up to the first thirteen (13) weeks following the injury. However, if benefits required by state law exceed this, the employee shall be compensated accordingly.

Section 2. Disability Compensation

(See City Policy - Disability Leave-Compensation for Off-The-Job Illness/Injury)

Section 3.

When so directed by the City, any employee out of work or released for light duty work under the provision of this Article shall present themselves for a medical examination. The City will bear the full expense of said examination. The failure of an employee to do so may terminate payments under this Article.

Section 4.

Whenever an employee is out of work due to an illness or injury and is physically able to perform some useful light-duty work for the department, the employee may be required to do so as a condition to receiving benefits under this Article. An employee assigned to light duty shall not receive out-of-classification pay.

Section 5.

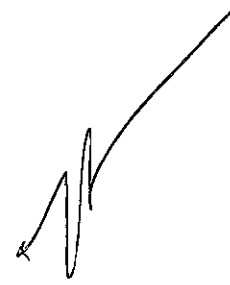
An employee who is able to work after an illness or injury shall be reinstated, provided if physically qualified to perform all of the duties and responsibilities of the previous position. Such statement shall be certified by a medical doctor prior to the employee returning to work. If the employee is unable to do so, the employee shall have first preference to fill another department position if a vacancy occurs and the employee qualifies for such position.

Section 6.

The employee shall be subject to termination after completion of twenty-six (26) weeks of disability or Workers' Compensation. The determination shall be at the discretion of the Department Director or designee and confirmed by the City Manager.

ARTICLE 11

LABOR MANAGEMENT COMMITTEE



- Section 1. The City of Palm Beach Gardens and the Union shall establish and maintain a Joint Committee. The committee will be comprised of four (4) members, two (2) of which shall be appointed by the City and two (2) by the Union. It is the responsibility of the Union representatives to notify, in writing, the Department Administrator or designee of the tentative date or time for a committee meeting two (2) weeks before such meeting.
- Section 2. The Union designees shall consist of individuals from within the positions covered by this Agreement, and the Management designees shall consist of persons outside of the bargaining unit as herein defined.
- Section 3. It is agreed that the function of this Joint Committee shall be to consider areas of work in which modification can be made - including improving the efficiency of operations, safety, and discussion of problems and objectives of mutual concern. Except for violations of the terms of this Agreement, matters considered by this committee shall not be subject to arbitration, and the adoption of any suggestions remains a Management prerogative.
- Section 4. The Labor Management Committee may request that any representative of SEIU/FPSU and/or Management be in attendance during a joint meeting, as established under this Article.

ARTICLE 13

PERSONNEL RECORDS / JACKETS

- Section 1. The City of Palm Beach Gardens agrees that all official personnel records ~~/jackets file~~ shall be ~~kept maintained~~ in the City's Human Resources Department ~~Central Personnel Jacket~~ and shall be kept confidential to the extent provided by law. Supervisors may keep working ~~files~~ copies.
- Section 2. The name and photograph of a bargaining unit employee may be furnished to the news media in order to announce promotions or acts of exemplary service.
- Section 3. The City agrees that, upon request and appointment, a bargaining unit employee shall have the right to inspect his/her official personnel record(s) ~~and jacket~~. The City shall follow Chapter 119, Florida Statutes.
- A. Inspections may occur during working hours, including half-hour lunch, at a time and in a manner mutually acceptable to the employee and the Human Resources Department. An employee who has a written grievance on file who is inspecting his/her personnel ~~jacket file~~ with respect to such grievance may have a representative present during such inspection.
 - B. Copies of personnel records in an employee's personnel ~~jacket file~~ shall be provided to the employee upon request if such materials are to be used in conjunction with the processing of a grievance filed by the employee. The employee shall bear the cost of duplication.
- Section 4. All such insertions, when approved by the Human Resources Administrator, will remain a permanent part of the member's official personnel records, except as stated herein.
- A. Employees will be notified when a formal, written warning is placed in their personnel ~~jacket file~~.
 - B. An employee who has been provided with a written adverse statement may request a meeting with the Department Director or designee for a review of statements contained in the written reprimand.
 - C. The employee has a right to include a rebuttal to the written reprimand in the employee's personnel ~~jacket file~~ if the City places the written reprimand in the personnel ~~jacket file~~.

ARTICLE 15

EMPLOYMENT AND PROMOTIONAL POLICY



Section 1.

When a regular budgeted job covered by this Agreement is to be filled, a notice from the Human Resources Department shall be placed on bulletin boards in all departments. Any employee covered by this Agreement wishing to apply for the job shall submit a separate application stating his/her qualifications within seven (7) calendar days of the date of posting to the Human Resources Department. Applications will only be accepted from employees holding a job with a maximum rate of pay lower than the job to be filled, unless applying for a lower or lateral job is in the best interest of the employee and the City of Palm Beach Gardens. All applicants will be notified of the results of their candidacy. Current full-time employees who have acquired the necessary knowledge, skill, and ability as established in the job description will be given full consideration, including seniority. The position may be posted internally before being advertised outside or may be simultaneously posted internally and advertised externally. As between qualified applicants for a position, the City shall consider giving preference to current employees.

Section 2.

When an employee is promoted and after completion of his/her initial probationary period, he/she shall be subject to a ninety (90) day probationary period. During this ninety (90) day period, the employee or the City may determine that the employee is not suitable for the position, at which time the employee shall be returned to his/her former position, or a similar position, provided a position is open, with no loss of pay or benefits he/she enjoyed while he/she was in the previous position (and that this action will not be grievable). Should an employee elect to fill a position in a lower classification, the employee's hourly rate shall not exceed the maximum hourly rate for the lower classification.

Section 3.

~~Employees promoted while on probation shall receive a completed evaluation before assuming the new position. Furthermore, e~~Employees promoted while on probation shall serve the remainder of their original probation or ninety (90) days' probation, whichever is greater. During any portion of the initial six (6) month probation an employee may be terminated without recourse to the grievance procedure.

ARTICLE 17

LEGAL BENEFITS



Section 1. The City of Palm Beach Gardens will provide legal defense for a bargaining unit member against civil damage suits wherein said member is named a party and wherein the alleged damages were allegedly caused by the negligence of said member while acting within the scope of his/her employment, except for arbitrary and capricious acts.

Section 2. The City will indemnify all bargaining unit members against any judgments levied against them as a result of their actions when said actions are within the scope of their employment, except for arbitrary and capricious acts.

ARTICLE 19

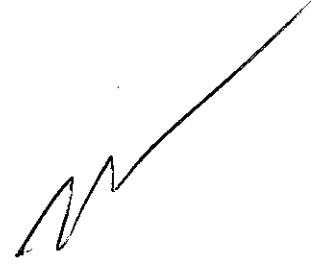
TRAVEL ALLOWANCE



Section 1. Whenever travel is authorized, the bargaining unit member shall abide by the City of Palm Beach Gardens current travel policy.

ARTICLE 21

PROBATIONARY PERIOD



- Section 1. All new bargaining unit members shall serve a probationary period of six (6) months during which time they shall not be entitled to any seniority or tenure rights, but during such period such new members shall be subject to all other terms and conditions of the Agreement and applicable entrance requirements. The City of Palm Beach Gardens may extend the probationary period up to an additional six (6) months. Upon completion of said six (6) months worked probationary period, members shall be known as full-time members and seniority rights and tenure shall accrue from commencement of the probationary period and shall be considered a part of such member's seniority rights. Disciplinary action and discharge shall be at the discretion of the employer without recourse to the grievance procedure during the probationary period.
- Section 2. When an employee is promoted during his/her initial probationary period, he/she will remain on probation for the remainder of the initial probationary period or ninety (90) days, whichever is greater.
- Section 3. Employees will ~~receive a copy of the personnel action form~~ be informed when they have completed removing the employee from probation. A copy of the electronic personnel action form reflecting probation completion will be processed and placed in the personnel file.
- Section 4. ~~Employees promoted while on probation shall receive a completed evaluation before assuming the new position. Furthermore, e~~ Employees promoted while on probation shall serve the remainder of their original probation or ninety (90) days' probation, whichever is greater. During any portion of the initial six (6) month probation, an employee may be terminated without recourse to the grievance procedure.

ARTICLE 23

HOLIDAYS

Section 1. The official holidays to be observed by bargaining unit members shall be:

New Years Day
Presidents' Day
Martin Luther King, Jr.'s Birthday
Good Friday
National Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Floating Holiday: Bargaining Unit members shall receive a floating holiday which shall be requested in advance and taken any time during the calendar year (January 1 - December 31). The floating day is not considered an official holiday for overtime purposes. Employees may request to use their birthday as their Floating Holiday. No request shall be unreasonably denied.

Section 2. An official holiday that falls on a Saturday shall be observed on the preceding Friday, and an official holiday that falls on a Sunday shall be observed on the following Monday by qualified employees whose regularly scheduled work week consisting of forty (40) hours does not include Saturday or Sunday as a day of work.

Section 3. An official holiday that falls on Saturday or Sunday shall be observed on that Saturday or Sunday by qualified employees whose regularly scheduled workweek includes Saturday and/or Sunday as a day of work; provided, however, a qualified employee whose services are required may be required to work as provided in Subsection 4 hereof.

Section 4. If an employee has credited time of forty (40) hours for the work week, excluding Acute Sick Leave or unexcused absences, the rate of pay for the employee whose services are required on an official holiday shall be: a day's pay for the holiday, plus one and one-half (1-1/2) times the employee's straight time rate of pay. However, if the employee does not have credited time of forty (40) hours for the work week, any employee who shall be required to perform work on a holiday shall be given another day off in lieu of the holiday or compensated at straight time.

Section 5. Those who qualify to receive compensation for an official holiday without working on such holiday, and without charges against any accumulated leave, are those persons appointed under the provisions of this Agreement.

Section 6. Employees who qualify to receive compensation for an official holiday without working on such holiday shall be paid their regular straight time rate of pay for the day on which the holiday falls.

Section 7. Any holiday is to be considered as an eight (8) hour work day in the calculation of overtime, or if an employee is scheduled to work a ten (10) hour day, the holiday is to be calculated on ten (10) hours.

ARTICLE 24

OFF DUTY EMPLOYMENT

Section 1.

Off-duty bargaining unit members shall not be engaged in any outside or non-City employment except on the written authority of the Department Administrator or designee and the Human Resources Administrator or designee, and completion of the "Palm Beach County Commission on Ethics Employee Conflict of Interest Waiver" form. No reasonable request will be denied.

ARTICLE 25: WORKWEEK AND OVERTIME (continued)

- Section 12. The City recognizes that unusual circumstances may require that a bargaining unit member may find it necessary to request a change of his/her scheduled shift. Without obligating the City to pay overtime, bargaining unit members may work for or change shifts with another bargaining unit member performing similar duties. Such determination of duty compatibility and approval shall rest with the Department Administrator or designated representative. At least three (3) days oral notices will be required. No reasonable request will be denied.
- Section 13. Compensation for overtime work in excess of forty (40) hours per week, shall be at the rate of one and one half (1-1/2) the employee's regular rate of pay.
- Section 14. No employee shall have his/her scheduled work hours changed permanently more than one time in twelve (12) months. The City maintains the right to make temporary schedule changes as needed.
- Section 15. During the development of any new work rules under this Article that directly impact work week or overtime, the employer will invite the Union to participate in the development of the proposed changes, and, if requested to do so, will impact bargain the changes.
- Section 16. Overtime computation shall be based solely on hours actually worked and shall not include any paid or unpaid leaves except pre-approved scheduled personal leave.
- Section 17. To ensure uninterrupted municipal operations and functions, including the provision of support to public safety departments, employees may from time to time be required to deal with City issues of an urgent nature which result in the employees spending time while off-duty attempting to resolve such issues. Typically, this may involve Crew Chief, Electrician, HVAC Technician, Plumber, and Pool Equipment Mechanic, handling phone calls with supervisors, vendors, other personnel, etc. The procedure for notifying such employees of off-duty incidents will be to make contact via the employee's cellular phone on record (either City-issued or designated stipend). Such employees are required to respond to the request within one (1) hour. Failure to respond within such time may result in disciplinary action. When employees perform such services for the City, they will be compensated by completing the Incident Call Log form, recording the nature of the work, date, and amount of time. If the incidents are such that employees must return to work, they will receive call-back pay per Section 7 above. If at any time the employee knowingly will be unavailable to respond to such off-duty incidents, he/she must designate an alternate contact and notify his/her supervisor of such designee in advance.

ARTICLE 26: GRIEVANCE AND ARBITRATION PROCEDURE (continued)

STEP 4:

If the grievance has not been settled by Steps 1-3, either party, the SEIU/FPSU, or the City may refer it to arbitration within fifteen (15) days of receipt of the City Manager's reply. The SEIU/FPSU or the City will submit the matter to the Federal Mediation & Conciliation Services (FMCS) for selection in accordance with their procedures except where otherwise provided in this Agreement. Either party may reject one entire panel of arbitrators.

The arbitrator's decision shall be supported by substantial evidence on the record as a whole. The decision shall be in writing with a full statement of findings and reasons. The decision of the arbitrator shall be final and binding on the parties; provided that the arbitrator shall have no power to modify, amend, or alter this Agreement. The expense of the arbitrator shall be borne by the parties.

Section 4. By Agreement of both parties, a meeting will be held at any step of the grievance procedure.

Section 5. The SEIU/FPSU and the City shall each bear its own expense in the arbitration proceedings, except that both parties shall share equally the fee and other expenses of the arbitrator.

Section 6. A probationary employee may not grieve any matter concerning assignment or discharge.

Section 7. Settlement of grievances prior to the issuance of an arbitration shall not constitute a precedent nor shall it constitute an admission that the Agreement has been violated.

Section 8. Either party may reject one (1) panel of arbitrators.

ARTICLE 28

SALARY PLAN

Section 1: Effective October 1, 2017, the salary ranges for each bargaining unit position will be as follows:

GRADE	MINIMUM	MIDPOINT	MAXIMUM
seiu 10	\$27,851.95	\$36,764.58	\$45,677.20
seiu 11	\$29,287.57	\$38,659.59	\$48,031.61
seiu 12	\$32,386.62	\$42,750.34	\$53,114.06
seiu 13	\$33,934.59	\$44,793.65	\$55,652.72
seiu 14	\$35,483.59	\$46,838.34	\$58,193.09
seiu 15	\$37,257.30	\$49,179.64	\$61,101.98

Position	Minimum	Maximum
<u>Maintenance Technician</u>	<u>\$33,682.08</u>	<u>\$55,238.62</u>
<u>Heavy Equipment Operator</u>	<u>\$35,291.97</u>	<u>\$57,878.83</u>
<u>Chemical Spray Technician</u>	<u>\$35,291.97</u>	<u>\$57,878.83</u>
<u>Irrigation Technician</u>	<u>\$35,291.97</u>	<u>\$57,878.83</u>
<u>Service Technician</u>	<u>\$35,291.97</u>	<u>\$57,878.83</u>
<u>Traffic Technician</u>	<u>\$35,291.97</u>	<u>\$57,878.83</u>
<u>Crew Leader</u>	<u>\$37,612.61</u>	<u>\$60,520.81</u>
<u>Mechanic</u>	<u>\$39,865.31</u>	<u>\$64,157.08</u>
<u>Crew Chief</u>	<u>\$43,054.54</u>	<u>\$67,364.93</u>
<u>Electrician</u>	<u>\$43,054.54</u>	<u>\$67,364.93</u>
<u>Plumber</u>	<u>\$43,054.54</u>	<u>\$67,364.93</u>
<u>HVAC Technician</u>	<u>\$43,054.54</u>	<u>\$67,364.93</u>
<u>Senior Mechanic</u>	<u>\$43,054.54</u>	<u>\$67,364.93</u>
<u>Pool Equipment Mechanic</u>	<u>\$43,054.54</u>	<u>\$67,364.93</u>

The salary range minimums and maximums for bargaining unit positions have been adjusted upward, as indicated above. Each employee's base salary has been increased as a result of being placed in the new salary plan, effective October 1, 2017.

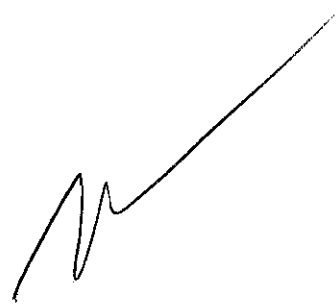
Section 2: In addition, Bbargaining unit members shall receive a 63% increase on base salary effective October 1, 20167, October 1, 2018, and October 1, 2019. There will be a wage re-opener for Fiscal Year 2016-2017.

Section 3: If an employee receives a wage increase which results in his/her base salary exceeding the maximum of the salary range for the position, then the employee will receive a lump sum payment of the amount that exceeds the maximum of the salary range for the position. Said lump sum payment will not be added to the employee's base salary.

Section 4: Employees shall continue to receive annual ongoing performance evaluations feedback, as per

ARTICLE 29

PERSONAL LEAVE



Section 1: This Section establishes the City’s policy regarding the accrual and use of personal leave. It is the policy of the City to promote the efficiency, health and morale of employees through periodic interruption from their duties. Personal leave provides time away from the work environment to pursue activities that promote the well-being of the employee and good physical, mental, and emotional health.

This Section applies to all full-time employees. Personal leave may be used for vacation, illness, or personal days. Personal leave is accrued monthly as follows for full-time employees assigned to a forty-hour (40-hour) workweek.

<u>Years of Continuous Service</u>	<u>Monthly Accrual</u>	<u>Annual Accrual</u>
0 through completion of 4 years	16 hours per month	192 hours per year
5 through completion of 8 years	18 hours per month	216 hours per year
9 through completion of 12 years	20 hours per month	240 hours per year
13 through completion of 16 years	23 hours per month	276 hours per year
17 through completion of 20 years	25 hours per month	300 hours per year
Over 20 years of completed service	28 hours per month	336 hours per year

Personal leave shall be credited to the employee’s personal leave balance on the first day of each month for the leave earned in the preceding month. For a new employee, the beginning date of employment shall be on or before the twentieth (20th) day of the month in order for the employee to be credited with personal leave time for that month.

The maximum accrual of personal leave is based on the length of continuous service.

<u>Years of Continuous Service</u>	<u>Maximum Accrual</u>
0 through completion of 4 years	300 hours
5 through completion of 8 years	400 hours
9 through completion of 12 years	450 hours
13 through completion of 16 years	500 hours
17 through completion of 20 years	550 hours
Over 20 years of completed service	640 hours

Employees may request to receive payment in lieu of personal leave hours in accordance with the City’s Personnel Policy and Procedure Section 9.1, Personal Leave, up to a maximum number of hours annually each fiscal year, as specified in said Policy and Procedure. Employee requests for payment in lieu of personal leave time shall be limited to twice a year based upon the current fiscal year. (See Personal Leave Cash-In Form)

A. Request for Leave

1. Scheduled Leave – personal leave shall be requested by employees by submitting a “Request for Leave” form to their supervisor. Requests for personal leave shall be submitted in advance of the proposed absence. Supervisors must consider all requests for personal leave, giving due consideration to the needs of the department and the ability of the remaining staff to perform the work of the department or division. Each employee shall give his/her supervisor at least ten (10) days notice for

ARTICLE 30

ACUTE ILLNESS LEAVE



Section 1.

Acute Illness Leave:

- a) This leave may be used for illness by the employee, the employee's spouse, or employee's dependent children, including step-children and adopted children, illness by the employee's registered domestic partner or illness by the domestic partner's dependent children.
- b) Acute illness leave may be used only after three (3) eight (8) hour consecutive personal days as a result of illness. The Acute Illness Leave can only be utilized starting with the fourth (4th) consecutive day of illness. The illness or injury must be verified in writing by a licensed physician.
- c) The minimum charge for acute illness leave shall be in units of eight (8) hours, except hours used for disability.
- d) Upon separation from employment, employees shall not be entitled to any reimbursement of accumulated acute illness leave.
- e) The bargaining unit agrees with the City's approved Family and Medical Leave Act.

ARTICLE 32

MAINTENANCE OF CONDITIONS



Section 1. All matters pertaining to terms of employment and working conditions guaranteed by law and written policy to employees within the bargaining unit shall apply to the extent that they are not in conflict with the provisions of this Agreement.

Section 2. Any written rule, regulation, policy, or procedure affecting employees of the bargaining unit in effect prior to, as well as those issued after the effective date of this Agreement, shall remain and be in full force and effect unless changed, modified, or deleted by the employer, or unless in conflict with any article or section of this Agreement.

ARTICLE 34

DISCIPLINE AND DISCHARGE

- Section 1. The parties recognize that the interest of the community and job security of the bargaining unit member depends upon the City's success in providing proper and efficient service to the community. To this end, the City of Palm Beach Gardens and the SEIU/FPSU encourage to the fullest degree behavior that is positive and supportive of the goals of effective municipal management and public safety. The parties recognize the need for progressive and appropriate discipline when an employee's conduct and job performance are inconsistent with said goal.
- Section 2. No bargaining unit employee who has completed the initial probationary period shall be disciplined except for cause. Progressive, consistent, and appropriate discipline will be administered according to the seriousness of the offense. The loss of pay in reassignment shall be considered as part of the determination of the disciplinary action. Disciplinary action may include:
- A. Counseling with written notation
 - B. Written reprimand
 - C. Suspension without pay
 - D. Dismissal
- Section 3: ~~A written counseling form~~ All disciplinary actions shall be placed in the employee's personnel file and shall not be considered in any subsequent discipline unless there is another reasonable related act by the employee within a twelve (12) month period.
- Section 4. The employee shall be allowed to place written responses in his/her personnel file and/or departmental work files when those responses relate to material placed into the personnel file which has been prepared by the supervisor (i.e., reprimands, written comments).
- Section 5: A written reprimand and up to a one (1) shift suspension without pay may be grieved but not subject to the arbitration provisions of this Agreement.

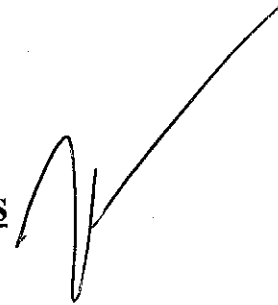
ARTICLE 36

ALCOHOL AND SUBSTANCE ABUSE POLICY

The Union agrees to follow the City of Palm Beach Gardens Drug-Free Work Place Policy-ADM-004-94.

ARTICLE 38

CONTRACT CONSTITUTES ENTIRE AGREEMENT OF THE PARTIES

A large, stylized handwritten mark or signature in black ink, located in the upper right corner of the page. It consists of several sweeping, interconnected lines that form a shape resembling a checkmark or a signature.

The parties acknowledge and agree that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter included by law within the area of collective bargaining and that all the understandings and Agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City of Palm Beach Gardens and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right to require further collective bargaining, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter or subject not specifically referred to or covered by this Agreement, whether or not such matters have been discussed, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement. This Agreement contains the entire contract, understanding, undertaking, and Agreement of collective bargaining for and during its term, except as may be otherwise specifically provided herein.