

AGREEMENT BETWEEN

THE CITY OF RIVIERA BEACH, FLORIDA

AND

FLORIDA PUBLIC SERVICES UNION-SERVICE
EMPLOYEES INTERNATIONAL UNION

April 1, 201821 through March 31,
202124

ARTICLE 1 PREAMBLE-NO CHANGES

ARTICLE 2: RECOGNITION-NO CHANGES

ARTICLE 3: MANAGEMENT RIGHT-NO CHANGES

ARTICLE 4: PROHIBITION OF STRIKES-NO CHANGES

ARTICLE 5: NON-DISCRIMINATION-NO CHANGES

ARTICLE 6: UNION STEWARDS

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

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

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

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

Section 5. The Union, its members, agents, representatives, or any person acting on its behalf are hereby prohibited from (1) distributing literature in work areas where public employees work, (2) soliciting or advocating support of an employee organization's activities during working time. Any employee shown to have violated any provision of this section shall be discharged by the City not withstanding further provisions of the laws and not withstanding provisions of any collective bargaining agreement.

Section 6. UNION TIME POOL

Effective upon ratification by the parties, a member of the bargaining unit shall voluntarily transfer one hour for annual

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

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

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

ARTICLE 7: DUES AND/OR COPE AND DISCONTINUATION OR DEDUCTION

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

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

at least thirty (30) calendar days in advance of the effective date of such change.

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

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

~~**NOTICE OF EMPLOYER AND UNION**~~

~~**AUTHORIZATION FOR DEDUCTION OF UNION DUES**~~

~~**AND/OR COPE CONTRIBUTIONS**~~

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

~~I understand that this authorization is voluntary, and I may revoke it at any time by giving my Employer and the Union thirty (30) days advance notice in writing.~~

SEIU-RIVIERA BEACH TENTATIVE AGREEMENT AUGUST 2021

Signature

Date

Job Title _____ Dept.Div. _____ Activity _____ Payroll
No. _____

Social Security Number

~~I hereby authorize the City of Riviera Beach to deduct from my wages each month, one (1) dollar per pay period as my COPE contribution if initiated below and to remit this amount to the treasurer of the Union.~~

COPE: Yes _____ No _____

Date _____ Signature _____

SEIU-FPSU MEMBERSHIP APPLICATION

I want to join with my colleagues and become a member of FPSU. I request and voluntarily accept membership in SEIU-FPSU. I believe everyone should pay their fair share to support our union's activities and hereby request and voluntarily authorize my employer to deduct from my earnings and transmit to SEIU-FPSU membership dues in the amount approved by SEIU-FPSU which may be modified from time to time. I understand that I may revoke this authorization through written notification to FPSU. Contributions or gifts to SEIU-FPSU are not deductible as charitable contributions for federal income tax purposes.

FIRST NAME _____ LAST NAME _____

ADDRESS _____

CITY _____ STATE/ZIP _____

PERSONAL EMAIL _____ CELL* _____

SIGNATURE _____ DATE ____/____/____

EMPLOYER _____

JOB TITLE _____

EMPLOYEE ID _____

CAMPUS _____

DEPARTMENT _____

REFERRED BY _____

COPE Contribution \$ _____

I further authorize my employer to deduct the amount above per week from my wages and remit to SEIU-FPSU as my voluntary COPE contribution. I understand that this contribution is not a condition of membership or of employment with any employer and that I have the right to refuse to sign this authorization and to refuse to contribute to COPE without reprisal. I understand that COPE funds will be used for political purposes, including but not limited to addressing political issues of public importance and contributing to and spending money in connection with federal, state, and local elections. I further understand that any suggested contribution is merely a suggested guideline and that I am free to contribute more or less or some other means and that FPSU cannot favor or disadvantage me because of the amount of my contribution or my decision to contribute. Contributions to SEIU-FPSU COPE are not tax deductible as charitable contributions. Only U.S. citizens or lawful permanent residents are eligible to contribute to COPE.

SIGNATURE _____ DATE _____

* By providing my phone number, I understand that SEIU and its locals and affiliates may use automated calling technologies and/or text message me on a cellular phone on a periodic basis. SEIU will never charge for text message alerts. Carrier message and data rates may apply to such alerts.

ARTICLE 8: BULLETIN BOARDS-NO CHANGE

ARTICLE 9: GRIEVANCE PROCEDURE-NO CHANGE

ARTICLE 10: REPRESENTATION OF THE UNION-NO CHANGE

ARTICLE 11: BASIC WORK WEEK AND OVERTIME

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

Communications operators may work an eight (8) hour or twelve (12) hour work shift or any other assigned hourly shift as determined by the department. Whether assigned an eight (8) hour or twelve-hour shift to work, Communications Operators will bid assigned shifts by classification seniority.

When Communications Operators are assigned a twelve (12) hour work shift, Management shall determine a choice of shift time which shall be determined by a majority vote of the Communications Operators. Prior to the implementation of the twelve (12) hour work shift, the department will provide a 30-days' notice to the Union and employees.

Whether the employee works an eight (8) hour or twelve (12) hour work shift, a volunteer standby list will be established by pay cycle where employees may volunteer to be on standby one or more of their days off. In a two (2) week pay cycle, the twelve (12) hour shift work will consist of three (3) days of 36 hours for the first week and four (4) days or 48 hours in the second week. Employees who are on standby will receive compensation according to Section 7 or this Article.

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

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

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

Communications operators will receive a one (1) hour lunch period and two (2) 15-minute breaks while working the twelve (12) hour work shift. The City will provide the Union and employees with a 30 days' notice prior to changing work schedules.

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

Section 3. Supervision will provide notification to first shift employees of overtime to be worked on a daily basis no later than the noon hour of the day the overtime is to be scheduled. Those employees who work the second shift and third shift and are required to work overtime will, where possible, be provided notice of the overtime at least four (4) hours prior to the end of their shift. Notification of weekend overtime to be worked shall be made the previous Thursday. Exception of this rule shall be for emergency services beyond the control of the City. In the selection of an employee to be assigned overtime, the needs of the City shall be the most important consideration. Supervision shall make every reasonable effort to distribute such assignments to provide the opportunity for overtime to those full-time employees within a division or department (only in those departments which have no division) who are qualified for the assignment and who are in the classification needed to perform the overtime assignment. Full time qualified employees who are in the classification needed to perform the overtime assignment will be the first assigned to such overtime. In the event, the need for overtime assignment exceeds the number of qualified

employees in the required classification, supervision may assign other full-time employee (s) to do the overtime work.

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

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

Irrespective of the foregoing, the employees in the classification of Water Plant Operator, shall have a ten (10) hour, four (4) day work week. Operators will have three (3) shifts. First shift will begin morning hours, second shift will begin afternoon hours, third shift will begin evening hours Employees will bid their shifts by classification seniority and rotate shifts once a year also bidding by classification seniority; however, Communications Operators will bid their shifts by classification seniority twice a year as provided in Section 1.

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

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

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

Section 7. Stand-by time in order to provide coverage for services during off-duty hours, it may be necessary to assign and schedule certain employees to stand-by duty. A stand-by duty assignment is made by a department director who requires an employee, on his off-duty time, which may include nights, weekends, or holidays to be available for work due to an urgent situation. Employees assigned to stand-by duty by their department director are guaranteed stand-by pay of two (2)

hours pay at their regular straight time rate for each eight (8) hour increment of stand-by time assigned and scheduled. Employees while on stand-by duty when called to work, will in addition to the stand-by pay of two (2) hours for each eight (8) hours assigned, be paid for the actual time worked with a minimum guarantee of one (1) hour's pay for each call to work. For pay purposes, actual time worked starts at the time of notice and ends when the employee returns home. Stand-by pay shall be paid at the regular rate and not considered in computing overtime unless the total hours worked in a work week exceeds forty (40) hours.

Section 8. Employees shall not be assigned to stand-by duty if excused in advance by management. The department will seek volunteers, whenever possible, consistent with equitable distribution of stand-by time within work area, classification, and shift, and consistent with skill and ability. In the event volunteers are not available, the qualified employee(s) with the least amount of stand-by time shall be required to take the assignment in order to maintain effective, proper, and superior service to the community.

ARTICLE 12: SICK LEAVE-PARENTAL LEAVE

Section 1. ACCUMULATION LIMITATION

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

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

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

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

~~Notify the department head or immediate supervisor of the employee's illness or the illness of a member of the immediate family not later than one (1) hour after the beginning of his scheduled workday or before the start of such workday.~~

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

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

~~**Section 1. PARENTAL LEAVE**~~

It shall be incumbent on the employee or the designate to notify the Human Resources Director immediately, and in writing, of said date of actual birth before Parental Leave will be authorized. An employee utilizing Family Medical Leave Policy HR-97-02 benefits shall run concurrently with the benefits provided in this Section. The current Family Medical Leave Act ~~Policy, Policy # HR 97 02 in the Administrative Policies~~ and Procedure Manual dated 0922-97 shall be maintained for the duration of this Agreement as it relates to parental leave.

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

~~a. If, and whenever, sick leave abuse appears probable, or where an employee consistently uses sick leave as it is earned,~~

~~the employee claiming/ requesting such sick leave will be informed by the immediate supervisor or department head that the employee is suspected of sick leave abuse; and thereafter, the immediate supervisor or department head will hold a conference with the employee to discuss the alleged abuse and an official record of said conference will be provided to the employee.~~

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

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

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

~~Section 4: ABUSE OF SICK LEAVE (continued)~~

~~Abuse of sick leave may constitute grounds for disciplinary action.~~

~~An employee off duty due to illness is expected to remain at the employee's residence during the period of said absence, except that the employee may leave the residence to receive medical treatment, secure drugs, or for any other appropriate medical reason.~~

~~Section 5: DONATION OF LEAVE TIME~~

~~A donation of Leave Time Policy will be established to allow an employee to donate accrued/available Vacation Leave,~~

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

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

~~ARTICLE 12: SICK LEAVE (continued):~~___

~~Section 5: DONATION OF LEAVE TIME (continued):~~___

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

~~Section 6: SICK LEAVE INCENTIVE PROGRAM~~___

~~a. Any employee may elect to be paid for up to 80 hours of their sick leave account and/or vacation account, provided for in Article 19, Vacation (Annual Leave), at the end of the fiscal period.~~

~~b. The election must be made in October of the current fiscal year, and payment will be made by December 31st of the current election year. Payment will be at the employee's current rate of pay as of the date paid and will not be affected by any subsequently adopted retroactive pay increases. Any unused or~~

~~unpaid sick leave shall remain in the employee's sick accrual account.~~

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

ARTICLE 13: COMPASSIONATE LEAVE

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

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

The City Manager may grant additional leave under this section, except that such additional leave shall not be debited

against the employee's annual/**PTO (PAID TIME OFF)** leave.

ARTICLE 14: MILITARY LEAVE

Full-time employees in the City service who are members of military service units and who must attend annual training sessions are entitled to leave of absence with full pay. The City of Riviera Beach, pursuant to Florida Statutes, Section 115.07, Officers and Employees' Leave of Absence, grants up to two hundred and forty (240) hours leave with pay each year in order that such employees may fulfill their military obligation.

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

ARTICLE 15: LEAVE WITHOUT PAY

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

In case of leave of absence for illness, the maximum period shall be twelve (12) months during which period group life, dental and hospitalization may be continued provided premium payments are kept current.

Section 2. The decision to grant leave without pay (Leave of Absence) is a matter of administrative discretion. The department director will weigh each request and determine each case on its own merits. The reason for approval or denial shall be given in writing. **An employee granted a leave of absence will not accrue sick or vacation or PTO (PAID TIME OFF) or other leave during the leave of absence.**

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

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

Section 5. An employee granted leave of absence shall, upon the termination and/or expiration of the leave, return to the

job classification and rate of pay held at the time of going on leave. Failure to return to work on the scheduled date shall result in termination unless an extension of the leave is approved prior to the return date by the City Manager.

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

ARTICLE 16: JURY DUTY- NO CHANGE

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

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

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

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

Section 3. All newly hired and promoted employees shall be placed on probation for the first one hundred eighty (180) days in the classification. All employees on initial probationary status (new employees) shall be eligible for membership in the Union but shall not be entitled to the benefits outlined in this Agreement with the exception of holiday pay and insurance coverage when eligible. However, newly hired probationary employees shall accumulate one (1)

day ~~sick PTO (PAID TIME OFF) leave and one (1) day vacation (annual leave)~~ each month during the probationary period. Initial probationary employees will not be eligible to utilize accumulated ~~sick leave or vacation PTO (PAID TIME OFF)~~ leave during their probationary period. At the conclusion of their probationary period, employees will be eligible to use accumulated ~~sick and vacation PTO (PAID TIME OFF) leave.~~

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

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

Section 5. In the event of a layoff, the City of Riviera Beach will notify the employees and the Union, whenever possible, ten (10) days prior to the effective date of the layoff. A copy of the layoff notice along with the up-to-date classification seniority list will be sent to the Union.

- a. Classification seniority shall apply in layoffs and promotions within the classifications on a City-wide basis. If an employee is displaced due to classification seniority

during a layoff, an employee may exercise their City seniority to secure a job for which they are qualified within the bargaining unit of the SEIU Union on a City-wide basis.

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

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

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

b. Under this Agreement, when reduction-in-force is necessary, probationary employees in the affected job classification will be laid off first and shall be recalled only after all regular employees in the affected job classification have been recalled. Probationary employees within a classification will be first laid off and regular employees in that classification who may be subject to layoff may displace a probationary employee in any other classification, provided the senior employee is capable of

performing the work of the probationary employee who the employee is replacing.

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

Section 6. Recall employees in layoff status will retain recall rights for one (1) year and shall have preference to work over applicants on eligible lists. Recall will be made by certified mail to the last address and **email address** in the employee's records; **however, the City has, and assumes, no liability for the email transmission.** Within five (5) workdays of the certified receipt date, recalled employees must signify their intention of returning to work to the Department of Human Resources.

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

b. When employees are recalled from layoff because of an increase in order, the employee with the greater

classification seniority shall be recalled in the reverse order they were laid off.

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

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

b. In the event a vacancy occurs in a department where an employee once held the vacant position, but due to a

reduction-in-force, was obligated to take a job in the department at a lower classification, the employee will be given first consideration for the vacancy within the first six (6) months following the reduction-in-force.

ARTICLE 18: HOLIDAYS

Section 1. The following holidays shall be observed:

New Year's Day, January 1st

Dr. Martin Luther King, Jr.' Day

Washington's Birthday

Good Friday

Memorial Day

Juneteenth, June 19th

Independence Day, July 4th

Labor Day, First Monday in September

Veterans' Day

Thanksgiving Day, Fourth Thursday in November

Friday following Thanksgiving Day

Christmas Day, December 25th

With the understanding and agreement that during the life of this contract that there will be a maximum of **eleven (11)** **twelve (12)** holidays.

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

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

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

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

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

Section 7. Employees assigned and scheduled to work on the holidays observed as specified by the Manager in Section 1, and who, in fact, do work, shall receive eight (8) hours

holiday pay plus time and one-half their regular rate of pay for all hours worked.

Section 8. To receive holiday pay, the employee must work the scheduled day before and the scheduled day after the holiday, unless excused by the department head for such reasons as **sick leave,** jury duty, **vacation PTO (PAID TIME OFF),** or compassionate leave.

Section 9. Employees whose regularly scheduled day off occurs on the day or days when the City observes a holiday will be given either the employee's last scheduled workday preceding the holiday or the next scheduled workday following the holiday(s) as the employee's day off in observance of the holiday(s). The Supervisor shall advise the employee at least a week in advance of the holiday(s) whether the employee will observe the holiday on employee's last scheduled workday prior to the holiday observance or the next scheduled workday after the holiday observance. If the employee is called into work on the day designated as the employee's holiday observance, the employee shall be compensated by payment of a regular day's pay at straight time for holiday pay plus time and one-half their regular rate of pay for all hours worked.

Section 10:

~~Employee, including probationary employees, at the discretion of the department head, may be granted time off, not to exceed~~

~~one (1) day per year as a Good Cause Day, and such day shall not be charged against sick or vacation time. If an employee does not use the Good Cause Day during the calendar year, it will not be carried over to the Good Cause Day is an approved personal leave next year. A day and must be taken in four (4) hour segments.~~

~~Holidays and one Good Cause Day for years 1 and 2 of the contract will be paid according to shift deployment. In Year 3 of the contract, Good Cause Day will no longer exist. Good Cause Day must be taken in four (4) hour segments.~~

~~Good Cause Day shall not be charge against sick and vacation time that make up an employees sick and vacation account (bank). (See Article 19, Section 4.)~~

~~ARTICLE 19: VACATION (ANNUAL LEAVE)~~

~~Section 1. Application for vacation leave shall be made in advance of use. Vacation request of three (3) days/shifts or less must be requested and approved or denied within forty eight twenty four (48) hours of the initial request. Vacation request for four (4) days/shifts or more must be requested and approved or denied within forty eight seventy two (72) hours of the time of the request. If the request is neither approved or denied by management it is deemed denied. In emergency cases, departmental management may waive this~~

requirement. Maintenance of superior service and adherence to schedules are commitments which may compel department management to restrict the scheduling of vacation during certain periods of the year. When a written request for vacation is denied, the employee will be notified in writing. Vacation leave may be granted to any employee with permanent status.

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

Amount of Service	No. of Days Per Year	Hours Accumulated Per Year	Hours Accumulated Per Week
0-5 Years	12	96.0	1.848
6 Years	13	104.0	2.000
7 Years	14	112.0	2.152
8-10 Years	15	120.0	2.308
11 Years	16	128.0	2.460
12 Years	17	136.0	2.616
13 Years	18	144.0	2.768
14 Years	19	152.0	2.924
15 Years or More	20	160.0	3.076

~~This provision shall be interpreted to mean that the employee has completed the number of years prior to becoming eligible for the corresponding days of vacation.~~

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

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

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

~~(a) Employees entering military service; and~~

~~(b) Separation from City employment.~~

~~(c) Or under Section six (6) of this Article~~

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

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

~~religious holiday associated with the religious faith of the employee which occurs on a normal workday.~~

~~Section 6. An employee may elect to receive payment of up to eighty (80) hours from their vacation account and/or sick leave account, as provided for in Article 12, at the end of the fiscal year. The employee must make this election in October of the current fiscal year and payment will be made by December 31st of the election year. Payment will be at the employee's current rate of pay, as of the date paid and will not be affected by any subsequently adopted retroactive pay increases. Any unused or unpaid vacation leave shall remain in the employee's vacation accrual account.~~

~~Employees must be on payroll at the time vacation buy-back is paid to all employees.~~

ARTICLE 19: PAID TIME OFF (PTO)

Section 1. ACCUMULATION OF PTO

All sick and vacation accruals shall cease the Saturday before the first full pay period after ratification. Thereafter all employees shall earn PTO (PAID TIME OFF) during active pay

SEIU-RIVIERA BEACH TENTATIVE AGREEMENT AUGUST 2021

status on the following basis below. Employees shall not receive or use sick and vacation leave benefits, except as provided for in Article 19, Section 4.

Years of Service	Number of Days	Total Hours	Hours
	Per Year		Accumulate
			Per week
		Accumulated	
		per year	
0 - 1 Year	16	128	2.4615
1 - 2 Years	17	136	2.6154
3 - 4 Years	18	144	2.7692
5 - 6 Years	22	176	3.3846
7 - 8 Years	23	184	3.5385
9 - 10 Years	24	192	3.6924
11 - 15 Years	25	200	3.8462
16 - 20 Years	26	208	4.0000
20+ Years	27	216	4.1538

a) This provision shall be interpreted to mean that the employee receives the number of days stipulated during the period identified.

b) There shall be no limit to the accumulation of an employee's PTO (PAID TIME OFF).

c) Except for emergencies or exceptional cases, no less than one (1) hour will be approved as determined by the employee's supervisor.

d) Unplanned absences of three (3) or more days must be accompanied by a doctor's certificate.

Section 2. APPLICATION FOR PTO (PAID TIME OFF)

Application for PTO leave shall be made in advance of use.

a) PTO (PAID TIME OFF) requests of three (3) days/shifts or less must be requested and approved or denied within forty-eight (48) hours (i.e., two working days) of the initial request.

b) PTO (PAID TIME OFF) requests for four (4) days/shifts or more must be requested within seventy-two (72) hours (i.e., three working days) of the time of the request.

c) In emergency cases, departmental management may waive this requirement. Maintenance of superior service and adherence to schedules are commitments which may compel department management to restrict the scheduling of vacation during certain periods of the year.

d) When a written request for PTO (PAID TIME OFF) is denied, the employee will be notified in writing.

Section 3: DONATION OF LEAVE TIME

A Donation of Leave Time Policy will be established to allow an employee to donate accrued/available PTO (PAID TIME OFF) to

another employee, when;

- a) That employee suffers an injury, or illness and does not have sufficient PTO (PAID TIME OFF, personal holiday days available, or accrued sick or vacation leave in his/her bank to cover the period of time the employee must be off work due to an accident, injury, or illness.
- b) Any donation of time is voluntary.
- c) An employee donating time must leave seven (7) days in his/her account.
- d) An employee who agrees to donate days based upon this policy will not be prohibited from donating any days in excess of the actual days needed by the employee on approved leave.
- e) Unused days not used by the requesting employee shall revert to the donating employee or if the donating employee has terminated employment with the City, said days shall be forfeited by both the donating employee and donor employee.

Section 4. TRANSITION

- a. All sick and vacation accruals shall cease the Saturday before the first full pay period after ratification. Employees, with time on the books, may elect to retain accrual balances as previously accrued or convert accrued vacation time to PTO (PAID TIME OFF) on an hour for hour basis and convert accrued sick time on an hour to a half hour basis.

b. Application for vacation leave in the employee's account (bank) shall be made in advance of use. Vacation request of three (3) days/shifts or less must be requested seventy-two (48) hours (i.e., two business days) of the initial request.

c. Application for vacation request for four (4) days/shifts or more must be requested within seventy-two (72) (i.e., three business days) of the initial request.

d. An employee who becomes hospitalized while on vacation from time in his/her account (bank) may use sick time in his/her account (bank) for such periods of illness providing a doctor's certificate is presented to the employee's Department Director or upon his return to work.

e. Payment of vacation time in an employee's account (bank) in lieu of actually taking vacation will not be permitted except in these special cases:

1. Employees entering military service; and

2. Separation from City employment.

f. Upon separation from City employment, a regular employee shall be entitled to compensation for any earned but unused vacation in his/her account (bank) on the effective date of termination.

g. If the workload permits, employees may request application of unused vacation in his/her account (bank) for any nationally recognized religious holiday associated with the religious faith of the employee which occurs on a normal workday.

h. In emergency cases, departmental management may waive

these account (bank) requirements. Maintenance of superior service and adherence to schedules are commitments which may compel department management to restrict the scheduling of vacation during certain periods of the year. When a written request for vacation is denied, the employee will be notified in writing. Vacation leave may be granted to any employee with permanent status.

i. An employee with sick and vacation accruals in his/her account (bank) may elect in year 1 of the contract to receive a buy back payment of up to 80 hours from his/her account (bank); in year 2 of the contract 40 hours from his/her sick and vacation accrual account (bank); and in year 3 of the contract zero hours from his/her and vacation accrual account (bank).

j. Sick and vacation buy back from an employee's account (bank) shall cease at the end of the contract term.

k. An employee must make the election in October of the current fiscal year and payment will be made by December 31st of the election year. Payment will be at the employee's current rate of pay, as of the date paid and will not be affected by any subsequently adopted retroactive pay increases. Any unused sick and vacation accruals shall remain in the employee's account(bank). Employees must be on payroll at the time buy back is paid to all employees.

l. A regular full-time employee shall be paid fifty percent (50%) of any unused sick leave days in his/her account (bank), up to one hundred twenty (120) days, upon termination of

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

ARTICLE 20: PRODUCTIVITY AND JOB TRAINING PROGRAM

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

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

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

ARTICLE 20: PRODUCTIVITY AND JOB TRAINING PROGRAM (CONTINUED):

Section 3 (continued):

<u>Grade Achieved</u>	<u>Reimbursement</u>
<u>"A" or</u>	<u>100% of Tuition Cost</u>
<u>"B"</u>	<u>75% of Tuition Cost</u>
<u>"Pass" in a</u>	<u>"Pass"/"Fail" course</u>
	<u>100 of Tuition Cost</u>
<u>"C"</u>	<u>50% of Tuition Cost</u>

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

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

c. The Director of Human Resources shall, after consultation with the department head, determine whether or not the courses

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

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

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

Section 1. This article is intended to provide financial assistance to bargaining unit employees of the City for educational or academic course work they take to improve their performance in current positions, or which will prepare them for promotion to relate higher level City responsibilities, or that leads to obtaining an Associate Degree or Bachelor Degree in Public Administration or Business Administration or "other degrees" as approved by the City Manager. For the purposes of this article, bargaining unit employees are City employees who are not probationary, and have completed at least twelve (12) months of continuous employment with the City at the time of Tuition.

Section 2. If the Human Resources Department determines that a member academic performance is not likely to lead to the completion of the degree requirement, the City will cease the education incentive. The approval/denial of any course of study or payroll deduction for advanced funds, shall not be a grievable matter by the employee or the Union.

Section 3. The Tuition Reimbursement Program is not intended to provide assistance for staff development training or continuing professional education.

Section 4. Bargaining unit employees who have enrolled in and completed educational or academic courses (including online courses), on or after October 1, 2020, at a community college, college or university, accredited by the Southern Association of Colleges and Schools, the Accrediting Council for Independent Colleges and Schools, or an accrediting agency or association that is recognized by the database created and maintained by the United States Department of Education.

Section 5 A bargaining unit employee may receive an advance tuition, in an amount not to exceed \$2,500 per fiscal year, for educational or academic courses (including online courses) satisfactorily completed while attending a community college, college or university, provided that:

SEIU-RIVIERA BEACH TENTATIVE AGREEMENT AUGUST 2021

1. The employee's Department Director, Human Resources Director and the City Manager, or designee, have approved the tuition reimbursement request.

2. Adequate funds (i.e., not less than \$2,500 per person, per fiscal year) are available in the budget—for such educational assistance reimbursement.

3. The completion of such educational courses will generally improve the employee's skills, knowledge and/or ability to carry out the employee's job assignments, and/or will prepare the employee for promotions to higher level responsibilities with the City; and

4. The employee presents the required evidence/proof of satisfactory completion of his or her educational or academic course(s) for the semester.

Section 6. The advance tuition and tuition reimbursement will be based upon the rate that the Florida public universities and/or state colleges would charge a student with Florida resident status for a similar course. Tuition reimbursement shall not cover the cost of matters such as: elective fees, books, course materials, supplies, late fees, deposits, parking fees, or travel. The employee must remain at the City after he or she completes the educational or academic courses covered by the tuition reimbursement application and agreement for a period of two (2) years. If the employee voluntarily leaves the City, or be fired for cause, within the covered two-year

period, he or she forfeits all rights to reimbursement under this policy and will be required to pay the City an amount equal to the amount of tuition reimbursed to the employee, as provided in the Waiver Clause of the Tuition Advance/Reimbursement Application. The City is authorized and shall deduct said amount from any sums due to the employee upon termination of his/her employment. The deductions are not a grievable matter by the employee or Union.

Section 7 A bargaining unit employee in good standing is eligible to receive up to \$2,500 as a tuition advancement to assist with defraying the costs associated with starting his or her academic career. The purpose of the tuition advancement program is to assist an employee in beginning his or her academic career. An employee is in good standing if the employee has not received any disciplinary action within the twelve-month period immediately prior to the employee's application from the tuition advancement. The employee's department director and HR in their sole discretion will determine if the employee is in good standing at the time of application. Starting an academic career is defined as the initial first semester of attendance at educational institution. Repayment is required if the employee does not complete or fails the course(s). If repayment is required, monies will be deducted per pay period until the amount provided is returned. Otherwise, an employee must remain at the City for a period of two (2) years after the receipt of the

tuition advancement. If the employee voluntarily leaves the City, or is fired for cause, within the two-year period, the employee will be required to pay the City the advance tuition and tuition reimbursement amount equal to:

- A. 100% within six (6) months of tuition payment
- B. 75% within twelve (12) months of tuition payment
- C. 50% within eighteen (18) months of tuition payment
- D. 25% within twenty-four (24) months of tuition payment

Section 8. A. An employee should submit the Tuition Advance/Reimbursement Application, provided by the City, as far in advance as possible, but no later than 20 working days before the educational or academic course(s) is scheduled to begin.

B. Upon completion of the educational or academic course work, the employee shall submit the following to Human Resources within 60 days of the completion of the course(s).

- 1. Proof of payment of tuition charges (i.e., student account statement of tuition charges, copy of a canceled check, credit card receipt, etc.).
- 2. Proof of satisfactory course completion (i.e., the original transcript notification, a grade slip, or certificate of satisfactory completion).

C. For each semester of educational or academic courses, an employee must submit a new application for tuition reimbursement and a signed tuition reimbursement agreement.

D. Upon satisfactory completion of the educational or academic course(s) provided in the employee's Tuition Reimbursement/Advancement Application, an employee may be reimbursed upon providing proof of satisfactory course completion. Such proof shall be provided within 45 days of the completion of the course(s). Satisfactory course completion must be documented by an official grade slip or transcript that shows either:

- A final grade of: "C" or above for undergraduate work, or "B" or above for graduate work; or
- a "pass" grade (only for school/classes with a pass/fail system).

E. Upon receipt of satisfactory completion of the educational or academic course to the Human Resources Department, the Human Resources Department will submit the documents to the Finance Department to process the reimbursement. The employee will be copied on that correspondence. Reimbursement should occur within 45 days of Human Resources submitting the request to the Finance Department.

Section 9 The roles and responsibilities are outlined below:

<u>Roles and Responsibilities</u>	
<u>Human Resources Department</u>	<ul style="list-style-type: none"> •<u>Designs overall Tuition Reimbursement Program.</u> •<u>Identifies an HR employee to serve as Tuition Reimbursement Program Coordinator.</u> •<u>Administers the Tuition Reimbursement Program.</u> •<u>Provides final approval or denial or all applications for tuition reimbursement.</u> •<u>Submits check request for fee reimbursement upon course completion and receipt of required documentation for the employee.</u>
<u>Department/Supervisor</u>	<ul style="list-style-type: none"> •<u>Provides initial approval or denial of employee's request for tuition reimbursement based upon employee eligibility and course eligibility to meet the needs of the department or the City.</u> •<u>If required, includes Tuition Reimbursement in annual budget requests</u>
<u>Employee</u>	<ul style="list-style-type: none"> •<u>Completes application and forwards to department head for approval.</u>

	<ul style="list-style-type: none">• <u>Forwards signed application to Human Resources Tuition Reimbursement Program by specified deadlines.</u>• <u>Forwards final grade report and paid fee receipt to HR Tuition Reimbursement Program prior to deadline.</u>• <u>Confirms receipt by HR Tuition Reimbursement Program of application, approval, final grade report, and paid fee receipts. Confirms approval of course for reimbursement prior to the start of class.</u>
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ARTICLE 21: WAGES

Section 1.

On the first full payroll following ratification by both parties, all bargaining unit employees will be placed on the market rate Salary Schedule (Attachment A) based on time in service of the employees' current position.¹ No employee will suffer an annual wage decrease due to placement on the Salary Schedule.

Effective April 1, 2022, and April 1, 2023, Years 2 and 3, upon completion of the employee evaluation, all bargaining unit employees will receive an increase in base wages equal to 2.5 percent of the minimum base pay for the employee's current position. No employee whose base wage rate is higher than the new maximum wage rate for their job classification will suffer a reduction in pay. If above market the employee will be redlined. Any employee whose base wage are higher than the maximum will receive one PTO day for each year of service, up to 5 PTO days.

In the first full pay period following the ratification of this agreement by the parties, employees will individually receive a one-time \$250 payment.

¹Employees longevity adjustment-the 2% and lump sum- is included in the Salary Schedule and is pensionable.

Employees will be evaluated during the three year Agreement term. Employees shall be provided a copy of their job competencies. If an employee receives an unsatisfactory evaluation rating, the employee shall set forth, in writing, the specific reasons for the objections, along with documentation five (5) working days, from the date the employee received the evaluator's denial of the employee's objection of the satisfactory rating. The department head may take one of the following actions:

(1) Advise the supervisor to change the evaluation to a higher score.

(2) Reject the employee's appeal.

(3) Schedule a meeting with the employee and the evaluator to present their respective arguments.

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

Section 2.

Any further pay increases are subject to the parties agreeing to same and if no agreement is reached, the employees' salaries will remain frozen until a new agreement is reached.

SEIU-RIVIERA BEACH TENTATIVE AGREEMENT AUGUST 2021

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

Section 4. **On the first full payroll following ratification by both parties,** a Water Plant Operator, upon receipt of certification qualifying the employee as a "B" operator, shall forthwith receive a five percent (5%) increase in their hourly base rate.

On the first full payroll following ratification by both parties, a Water Plant Operator, upon receipt of certification qualifying the employee as an "A" operator, shall forthwith receive a ten percent (10%) increase in their hourly rate. The base rate of pay is defined as that rate the employee receives without incentives.

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

On the first full payroll following ratification by both parties, bargaining unit automotive mechanics who obtain ASE certification shall receive a \$250.00 bonus per year for each job-related certification not to exceed \$1,000 annually. All

certifications must be approved in advance by the department head and all certifications must be current.

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

On the first full payroll following ratification by both parties, bargaining unit code enforcement officers who obtain levels of Florida Association of Code Enforcement certificates including the Code Enforcement Professional certification, shall receive \$250 bonus per year for each certification not to exceed \$750 annually. All certifications must be approved in advance by the department head and all certifications must be current.

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

On the first full payroll following ratification by both parties, bargaining unit Building Inspection Inspector who obtain certification other than their required certification,

SEIU-RIVIERA BEACH TENTATIVE AGREEMENT AUGUST 2021

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

On the first full payroll following ratification by both parties, bargaining unit Backflow Prevention Technicians who obtain levels of Backflow Technician Certificates including Backflow Prevention Assembly Testing Certification shall receive \$250.00 bonus per year for each certification not to exceed \$750.00 annually. The department head must approve all certifications.

On the first full payroll following ratification by both parties, bargaining unit Building Inspection Inspectors who obtain certification other than their required certification shall receive \$750.00 up to \$2,250.00 per fiscal year. All certifications must be approved in advance by the department head and all certifications must be current.

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

ARTICLE 22: SAFETY AND HEALTH

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

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

- a) Work-shoes are considered Personal Protective Equipment (PPE), and must have the qualities noted in the Shoe Selection

Guide, in order to be worn and reimbursed for work activities based upon trade and work duty hazards. All shoes selected must be certified by their manufacturer to meet the ~~American National Standards Institute~~ ~~(ANSI) Z41.1~~, American Society for Testing and Materials (ASTM) 72412-05 and F2413-05. Employees are to purchase shoe wear from the list of City vendors.

However, if an employee elects to purchase his/her own shoe from another vendor, the employee **MUST** bring specifications of the shoe for evaluation by the City's Risk Management office prior to purchase and receiving reimbursement not to exceed ~~\$150.00~~ **\$175.00**. Upon verification of the ANSI requirements, the Safety Officer will approve and provide the department with the authorization for the employee.

If the shoes do not meet specifications, the request for reimbursement will be denied and returned to the employee.

~~The Compliance & Safety Officer for the Utility Special District (USD)~~ **Risk Management** will be responsible to review the shoe specifications of all USD employees to determine if the footwear meet the ~~ANSI~~ **ASTM** requirements/rating listed under shoe requirements for approved footwear. If there is a

medical consideration, the request **MUST** be forwarded to Risk Management for final determination.

Employees will not be allowed to wear unauthorized shoe wear.

Protective footwear purchased shall meet the requirements of either the American Standard for Personal Protection-protective Footwear, **ANSI Z41-1999**, or ASTM F 2412-05, Standard Specification for Performance Requirements for Foot Protection.

Foot hazardous activities can be described as, but are not limited to, the following:

- i. Electrical hazards
- ii. Hot, corrosive and poisonous substances
- iii. Falling objects (tools, valves, etc.)
- iv. Crushing or penetrating actions
- v. Abnormally wet locations
- vi. Rolling objects (pipes, material handling devices, etc.)
- vii. . Sharp materials at or near floor level

viii. Heavy debris that can be kicked
(weights, stock, etc.)

ix. Slip and fall conditions.

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

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

Section 5.

A. A schedule of hazardous pay differentials may will be developed by the parties before the end of the contract period. The hazardous duties that are payable, and the period during which they are payable is set out in schedule. The \$50 per day hazard pay differential is paid in the pay period in which the duty is performed.

- B. The City shall pay the \$50 hazard pay differential in accordance with the schedule. However, hazard pay differential may not be paid to an employee when the hazardous duty has been considered in the classification of his or her position, without regard to whether the hazardous duty.
- C. The department **head director** may approve payment of a hazard pay differential when, (1) The actual circumstances of the specific hazard have changed from that considered and described in the position description; and (2) Using the knowledge, skills, and abilities that are described in the position description, the employee cannot control the hazard; thus, the risk is not reduced to a less than significant level.
- D. For this section, the phrase "has been considered in the classification of his or her position" means that the duty constitutes an element considered in establishing the grade of the position, i.e., the knowledge, skills, and abilities required to perform that duty are considered in the classification of the position.

E. The department shall maintain records on the use of the authority described in paragraph (b) of this section, including the specific hazardous duty or duty involving physical hardship; the authorized position description(s); the number of employees paid the different; documentation of the conditions described in paragraph (B) of this section; and the annual cost to the department for review by the City Manager, who may, suspend the hazard pay differential.

F. Payment of hazard pay differential.

a. When an employee performs duty for which a hazard pay differential is authorized the department must pay the \$50 hazard pay differential in the pay period in which the duty is performed. Hours in a pay status for work performed during a continuous period extending over 2 days must be considered to have been performed on the day on which the work began, and the allowable differential must be charged to that pay period.

G. Termination of hazard pay differential.

a. Department shall discontinue payment of hazard pay differential to an employee when, (a) One or more of the conditions requisite for such payment ceases exist; (b) Safety precautions have reduced the element of hazard to a less than significant level of risk, consistent with generally accepted standards that may be applicable, such as those published by the Occupational Safety and Health Administration, Department of Labor; or (c) Protective or mechanical devices have adequately alleviated physical discomfort or distress.

Relationship to additional pay, payable under other statutes.

H. Hazard pay differential is in addition to any additional pay or allowances payable. It shall not be considered part of the employee's rate of basic pay in computing additional pay or allowances payable by the city.

I. All hazard pay differential will be shown on the normal paycheck in the customary manner shown on the paycheck for similar or related categories of pay.

Section 6. Both parties agree to abide by and to conform to any applicable regulations enacted or adopted by Federal, State, County, or City government.

APPENDIX A

Section 7. ~~The cost and training associated with obtaining a The City will pay for initial Commercial Driver's License is the responsibility of the employee. for current employees; but after the initial payment, the employee will be responsible for the payment of renewing the license. All new employees will be responsible for the payment of the cost of the Commercial License.~~

Section 8. The City and Union, for a 9-month period, from the date of contract ratification, will establish a committee composed of six (6) members, three (3) SEIU bargaining unit members selected by the President of the Union from different departments and three (3) designees of the City Manager. The purpose of the committee is to generate discussions on possible operational change to generate net cost savings that may alleviate, or lessen the impact of, future lay-offs. The meeting of the Quality Public Service Committee will occur within thirty (30) days after ratification of the contract. Additional meetings may be held upon mutual agreement of the parties. The Committee

may discuss other matters mutually agreeable that may or may not have any impact on net cost savings; however, committee meetings are for positive programs and not meant to be gripe sessions for either workers or managers. Whoever is serving as Chair of the committee meeting shall admonish and declare out of order any member who would use a committee meeting as forum to criticize employees or managers.

The chair shall rotate from each party each meeting.

The Committee is not a part of the collective bargaining session or grievance process. Its results are aimed at department operational changes to be implemented, where possible, as part of the administration of the contract and workforce productive improvement

ARTICLE 23: GENERAL PROVISIONS

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

Section 2.

GROUP INSURANCE

- (a) The City agrees to provide the same health plans at the same cost depending on the individual plan, for all City employees. Effective October 1, ~~2015~~ 2021, the premium cost of the City's health insurance plan (s) increases by 5% or more when compared to the rates paid in the previous year, the allowable cost of such plan(s) to the employee will be at no greater cost than \$20 per pay period. **Employees have the option to purchase dependent health insurance at the employee's expense.**

DENTAL INSURANCE

- (b) The City shall provide dental insurance at no cost to the employee. **Employees have**

the option to purchase dependent health and dental insurance at the employee's expense.

LIFE INSURANCE

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

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

Section 4. SENIORITY LIST

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

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

connected injury or illness. If an employee is out of work due to a work connected injury or illness, pursuant to the authorized medical provider, then the employee will be paid by the third-party administrator 66 2/3% of their salary until they are released to work by the authorized medical provider. Furthermore, an employee may use sick / vacation accrual from their bank to supplement their salary.

Section 6. Job classification to be utilized where required.

Section 7. COPIES OF AGREEMENT The City agrees to reproduce the Agreement in sufficient copies to distribute to all employees covered by this Agreement.

Section 8. EXAMINATION OF PERSONNEL FILES

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

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

Section 10. LONGEVITY BENEFITS

~~FUTURE Longevity benefits-LUMP SUM AND 2%- immediately
cease. Effective upon ratification, members receiving a lump
payment, shall be reflected into employees' BASE pay as show
Salary Schedule. (Appendix).~~

~~. Employees hired before ratification will receive a 2%
longevity after every four (4) years, up to the maximum of 24
years. Any employee hired after ratification shall receive
longevity benefits as described below in a lump sum bonus
based on the employee's hire date:~~

~~5 years \$250.00~~

~~10 years \$500.00~~

~~15 years \$750.00~~

~~20 years \$1,000.00~~

~~25 years \$1,750.00~~

ARTICLE 24: SAVINGS CLAUSE

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

ARTICLE 25: DENTAL INSURANCE

ARTICLE 25 ZERO TOLERANCE DRUG FREE WORKPLACE POLICY

DENTAL BENEFITS

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

ARTICLE 29: DRUG-FREE WORKPLACE POLICY

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

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

~~The essential parts of this policy are:~~

Section 1:

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

Section 2. Testing of Employees:

~~a. Non-COL Employees:~~

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

ARTICLE 2.9: DRUG-FREE WORK PLACE POLICY (continued):

Section 2.a. (continued):

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

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

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

b. CDL Employees:

The Omnibus Transportation Act applies to all drivers of commercial motor vehicles (CMV's) required to obtain a commercial drivers' license (CDL). In addition to the

~~types of testing listing above, beginning January 1, 1995, the Omnibus Transportation Act will require random and return to duty testing. The City of Riviera Beach will comply with the requirements of the Omnibus Transportation Act.~~

ARTICLE 2 9: DRUG-FREE WORK PLACE POLICY (continued):

Section 2 b. (continued):

b. Return to Duty Testing:

~~1. The City shall ensure that before a driver returns to duty requiring the performance of a safety sensitive function after an alcohol concentration test result of 0. 04 or greater, the driver shall undergo a return to duty alcohol test with a result indicating an alcohol concentration of less than 0. 02.~~

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

~~c. The City shall ensure that before a driver returns to duty requiring the performance of a safety sensitive function, the driver shall undergo a return to duty alcohol test with the result indicating an alcohol concentration of less than~~

~~1. 2 after engaging in the following prohibited conduct :~~

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

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

~~(3) Performing safety sensitive functions~~

within four (4) hours after using alcohol;

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

Section 2-c. (continued):

~~(4) Using alcohol within following an accident, or before undergoing alcohol test, whichever occurs first; or~~

~~eight (8) hours a post-accident~~

~~alcohol test;~~

~~(5) Refusing to submit to a post-accident a random alcohol test, a reasonable suspicion~~

~~alcohol test, or a follow-up alcohol test.~~

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

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

~~(2) Refusing to submit to a post-accident-controlled-substance test, a random-controlled-substance test, a reasonable-suspicion-controlled-substance test, controlled-substance test;~~

~~e. Post-Accident Testing:
or a follow-up~~

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

ARTICLE 29: DRUG-FREE WORKPLACE POLICY (continued)

Section 3. Alcohol and Drug Use Prohibitions:

- a. The use, sale, purchase, possession, distribution, or dispensing of drugs or alcohol on duty or on City property is cause for immediate discharge.
- b. It is against City policy to report to work or work under the influence of alcohol or drugs. Employees who violate this policy are subject to discipline up to and including discharge. In the case of a first-time violation of the City's policy, including a positive drug or alcohol test result (without evidence of use, sale, possession, distribution, dispensation, or purchase of drugs or alcohol on City property or while on duty), the employee will be subject to discipline up to and including discharge. Employee shall attend and successfully complete the City's Employee Assistance Program; otherwise, the employee will be subject to disciplinary action up to and including termination.
- c. For the purpose of this policy, an individual is presumed to be under the influence of alcohol or drugs if an alcohol or drug test is positive.
- d. The City may suspend with pay, however, initial confirmation of the drug test results, suspend employees without pay under this policy upon positive the City may pending the results of any further drug testing or investigations.

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

ARTICLE 2 9: DRUG-FREE WORK PLACE POLICY
(continued)

Section 4. (continued)

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

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

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

~~Section 7 : Any employee who refuses to submit to a drug test may be terminated from employment. Newly hired probationary employees who test positive for alcohol or an illegal substance covered by the Agreement, will be terminated immediately. An injured employee who refuses to submit to a drug test, or has a positive confirmation test, in addition to the above, may forfeit his eligibility for all workers' compensation medical and indemnity benefits pursuant to the laws.~~

Section 8 : A list of names, addresses, and telephone numbers of

~~employee assistance programs and local alcohol and drug rehabilitation programs available to employees will be provided upon request.~~

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

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

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

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

Drugs	Cut off N/ML
Alcohol	
Barbiturates	300
Benzodiazepines	300
Cannabinoid	50
Cocaine	300
Amphetamines	1000
Methaqualone	300
Opiates (including heroin)	300
Phencyclidine (PCP)	25

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

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

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

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

~~Section 15:
employees.~~

~~The City will pay for drug testing for all current~~

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

Section 1. Employees should report to work fit for duty and free of any adverse effects of illegal drugs or alcohol. Employees are not prohibited from the lawful use and possession of prescribed medications. Employees must, however, consult with their doctors about the medications' effect on their fitness for duty and ability to work safely, and they must promptly disclose any work restrictions to their supervisor.

Section 2. Starting September 1, 2021, the City will assist and support employees who voluntarily seek help for drug or alcohol problems before becoming subject to discipline or termination under this or other City policies. Such employees will be allowed to use accrued leave or, if no accrued leave is available, be placed on a leave of absence to attend treatment; however, employees must disclose their drug problem before September 1, 2021 (safe-harbor date) to avoid the consequences of the City random drug testing upon ratification of the contract. (Employees may be required to document that they have successfully completed a treatment program and pass follow-up tests. Note the September 1, 2021 safe-harbor date does not preclude employees from voluntarily disclosing a drug policy after that date.

Section 3. Once a drug test has been initiated, unless otherwise required by the Family and Medical Leave Act or the Americans with Disabilities Act, employees will have forfeited the opportunity to be granted a leave of absence for treatment and will face discharge.

Section 4. This policy is implemented pursuant to the drug free work place program requirements under Section 440.102, Florida Statutes, and the Omnibus Transportation Employee Testing Act of 1991, the state of Florida, and Division of Workers' Compensation.

Section 5. Testing of Employees:

- a. Reasonable Suspicion Testing: Employees will be tested when there is a reasonable suspicion that an employee is using or has used drugs. A determination of reasonable suspicion shall be made by supervisor or department head and shall be made in accordance with the factors identified in Florida Statute Section 440.102 as amended from time to time.

- b. Fit for Duty Testing: Employees will be drug tested if the test is conducted as part of a scheduled employee fitness for duty medical examination.

- c. Additional Testing: Additional testing may also be conducted as required by applicable state or federal laws, rules, or regulations. Notice will be provided to employees and the Union and prior to additional drug testing.

- d. Post-Accident/Incident Testing: The City may require employees who are involved in either a job-related accident or a job-related incident involving the apparent violation of a safety rule or standard which did or could have resulted in serious injury requiring medical attention or property damage, to submit to drug testing.

Refusal to submit to such testing will be considered an act of insubordination that will result in disciplinary action, up to and including, termination.

e. Random Testing: Testing employees for alcohol and controlled or illicit drugs shall be performed. A random selection of employees will be made by a contracted third-party performed by an approved random selection computer program. Employees selected for random testing shall be tested on the day employees are selected on-duty. If off duty, an employee shall be tested on the employee's next shift or if an employee is absent from work as a result of a worker's compensation injury, the employee will be tested on the day and shift he would have been otherwise scheduled to work unless a doctor certifies that the employee is unable to do so. The doctor's certification must be provided by the employee within seventy-two(72) hours; otherwise, the employee must report for testing within the same time period. If the employee is not tested on the next shift, the employee will not be tested and the employee's name shall be placed back in the pool of employees to be tested.

Section 6. Employees who refuse to submit to a drug test or refuse to disclose the results to the City may be terminated from employment. Tampering of samples will be considered a

SEIU-RIVIERA BEACH TENTATIVE AGREEMENT AUGUST 2021

positive test result, and those employees who tamper with their drug test sample will be immediately discharged. Injured employees who refuse to submit to a drug test or have a positive confirmation test, in addition to the above, forfeits eligibility for all workers' compensation medical and indemnity benefits.

Section 7. A list of names, addresses, and telephone numbers of employee assistance programs and local alcohol and drug rehabilitation programs available to employees will be provided upon request.

Section 8. The following is an illustrative list of all drugs for which the employer may test:

<u>DRUG</u>	<u>Cut Off Ng/ML</u>
<u>Alcohol</u>	<u>.04</u>
<u>Amphetamines</u>	<u>1000</u>
<u>Cannabinoids</u>	<u>50</u>
<u>Cocaine</u>	<u>300</u>
<u>Phencyclidine</u>	<u>25</u>
<u>Methaqualone</u>	<u>300</u>
<u>Opiates</u>	<u>2000</u>
<u>Barbiturates</u>	<u>300</u>
<u>Benzodiazophines</u>	<u>300</u>

<u>Methadone</u>	<u>300</u>
<u>Propoxyphene</u>	<u>300</u>

The City reserves the right to test for any other drugs deemed to be illegal by any federal, state, or local law or regulation at levels provided for by applicable law.

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

Section 9. Details of this policy may be obtained from the Department of Human Resources.

Section 10. Employees, as a condition of employment, are required to abide by these guidelines.

Section 11. Employees have the responsibility of notifying the drug testing laboratory of any administrative or civil action brought pursuant to Chapter 440, Florida Statutes and Section 59 of the Administrative Code. The lab will maintain the sample until the case or administrative appeal is settled.

Section 12: The City will pay for drug testing for all current employees.

ARTICLE 26: TERM

The term of the Agreement begins after a majority of those bargaining unit members voting on the question of ratification and, thereafter, upon its ratification by an official resolution of the City Council ratifying the Agreement and authorizing the City Manager and the City Clerk to sign the Agreement on behalf of the City. The Agreement, upon being signed by the appropriate Union representatives (the City Manager and the City Clerk), shall become effective April 1, 20**18**~~21~~, and shall remain in full force and effect until March 31, 202**14**

ARTICLE 27: MAINTENANCE OF BENEFITS

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

ARTICLE 28: AMERICANS WITH DISABILITIES ACT

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

ARTICLE 29 ~~30~~: EMPLOYEES UNABLE TO PERFORM JOB DUTIES

FOLLOWING ON/OFF-THE-JOB INJURY, JOB-RELATED/NON JOB-RELATED ILLNESS/DISABILITY

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

b. If an employee is unable to return to the essential duties of the employee's position without reasonable accommodation within twelve (12) months from the date last worked following an on/off-the-job injury, job-related/ non-job-related illness, or job-related/disability, the employee will be

recommended for termination. A disabled employee will not be terminated if the employee can be reasonably accommodated in the employee's current position, in accordance with the guidelines of the Rehabilitation Act of 1973 as amended, and the Americans with Disabilities Act of 1990.

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

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

ARTICLE 30 31: COMMUNICATIONS OPERATOR TRAINER

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

ARTICLE 31 32: DISCIPLINE

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

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

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

Section 4. If a violation for which the employee is disciplined is not repeated within three (3) years, the

violation will not be used to support or aggregate a future disciplinary action.

ARTICLE 3233: PENSION

According to State Statute 112.66 (11) when calculating retirement benefits, a defined benefit pension system or plan sponsored by a local government may include up to 200 hours per year overtime compensation as specified in the plan or the Collective Bargaining Agreement but may not include any payments for accrued unused sick leave or annual leave. For those members whose terms and conditions of employment are collectively bargained, this subsection is effective for the first agreement entered into on or after July 1, 2011.

Effective upon ratification by both parties, the City will, for eligible employees with overtime time compensation, include up to 300 hours per year of overtime compensation when calculating retirement benefits sponsored by the City. However, unused **banked** sick and annual leave or **PTO (PAID TIME OFF)** will not be included in the calculation of retirement benefits.

ARTICLE 3334: BARGAINING UNIT INFORMATION

The City shall provide an **annual** report **(March and September)**, by electronic means, the following information for all bargaining unit employees:

- a) Name
- b) Address
- c) Work Location
- d) Employee ID
- e) Classification of Employee
- f) Hourly Rate

ARTICLE 34: EVALUATION

Employees will be evaluated during the three-year Agreement term. Employees shall be provided a copy of their job competencies. If an employee receives an unsatisfactory evaluation rating, the employee shall set forth, in writing, the specific reasons for the objections, along with documentation five (5) working days, from the date the employee received the evaluator's denial of the employee's objection of the satisfactory rating. The department head may take one of the following actions:

- 1. Advise the supervisor to change the evaluation to a higher score.**
- 2. Reject the employee's appeal.**

SEIU-RIVIERA BEACH TENTATIVE AGREEMENT AUGUST 2021

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IN WITNESS WHEREOF, we hereto affixed all signatures this
----- day of----- 2021.

For the city of Riviera Beach

For Services Employees
International Union

BY: _____

BY: _____

CITY MANAGER

—

UNION

REPRESENTATIVE

JONATHAN EVANS

CHIEF EXECUTIVE OFFICER

BY: _____

BY: _____

WITNESS

—

WITNESS

JACK L MCLEAN JR.

Attest:

BY: _____

CITY CLERK

CLAUDENE L. ANTHONY

MASTER MUNICIPAL CLERK