

City Proposals to Union for Collective Bargaining May 9, 2023

QEB  
8/9/23

8-9-23

THE CITY OF PALM BEACH GARDENS

AND

SERVICE EMPLOYEES INTERNATIONAL UNION/ FLORIDA PUBLIC SERVICES UNION

OCTOBER 1, 20203 THROUGH SEPTEMBER 30, 20236

## ARTICLE 4

### DUES DEDUCTION

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

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

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

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

#### AUTHORIZATION CARD FOR DEDUCTION OF SEIU DUES

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

Date: \_\_\_\_\_ Name: \_\_\_\_\_ Employee I.D. # \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

#### INSTRUCTIONS TO STOP PAYROLL DEDUCTION OF SEIU DUES

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

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ARTICLE 4: **DUES DEDUCTION** (continued)

Date: \_\_\_\_\_ Name: \_\_\_\_\_ Employee I.D. # \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Section 5. ~~The SEIU/FPSU agrees to indemnify and hold the City harmless against any and all claims, suits, orders, and judgment brought and issued against the City as a result of any action taken or not taken by the City on account of payroll deduction of SEIU/FPSU dues.~~

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## ARTICLE 5

### MANAGEMENT RIGHTS

#### Section 1.

Except as expressly limited by any provision of this Agreement, the City of Palm Beach Gardens reserves and retains exclusively all of its normal and inherent rights with respect to the management of its operations, whether exercised or not, including, but not limited to, its rights to determine, and from time to time predetermine, the number, location, and type of its various operations, functions, and services; the methods, procedures, and policies to be employed; to discontinue the conduct of any operation function or service, in whole or in part; to transfer its operations, functions, or services from or to, either in whole or in part, any of its departments or other divisions; to select and direct the working force in accordance with requirements determined by the City; to create, modify, or discontinue jobs; to establish and change working rules and regulations; to establish and change work schedules and assignments; to transfer or promote employees; to lay off, furlough, demote, terminate or otherwise relieve employees from work for lack of work, lack of funds, or other legitimate reasons; to suspend, discharge, demote or otherwise discipline employees for just cause; to subcontract; and to alter or vary past practices and otherwise to take such measures as the City may determine to be necessary to the orderly and efficient operation of its various operations, functions, and services.

#### Section 2.

If in the sole discretion of the City Manager it is determined that civil emergency conditions exist, including, but not limited to, riots, civil disorders, hurricane conditions, pandemic, similar catastrophes or disorders, or public employee strikes, the provisions of the Agreement may be suspended by the City Manager during the time of the declared emergency, provided further that any disciplinary action taken during such declared emergency shall be grievable at the end of the declared emergency. Employees required to work during a declared emergency may receive special compensation at the sole discretion of the City Manager.

#### Section 3.

The exercise of the above-enumerated rights shall not preclude employees or their representatives from raising grievances should decisions on the above-matters have the practical consequence of violating the terms and conditions of this Collective Bargaining Agreement.

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## ARTICLE 25

### WORKWEEK AND OVERTIME

- Section 1. It is hereby agreed that no bargaining unit member shall be required to remain on duty for more than forty (40) hours in any work week unless extra hours of duty are deemed necessary by the Department Administrator or designee, and additional compensation shall be paid thereafter. Said additional compensation shall be at the rate of one and one-half (1-1/2) times his/her regular hourly salary.
- Section 2. Overtime pay when so granted will normally be contained in the bargaining unit member's next regular paycheck following the time worked. Whenever possible, compensatory time will be useable at the discretion of the Department Administrator or designee should the employee choose to accrue compensatory time instead of receiving overtime pay.
- Section 3. The City will establish the hours of work that are best suited to meet the needs of the department to provide superior service to the Community.
- Section 4. The work week shall consist of forty (40) hours with a minimum of eight (8) hours per shift, except for employees employed at the Municipal Golf Course. Employees shall receive a minimum of two (2) consecutive days off per week. Nothing herein shall prohibit an employee from agreeing to work his/her off days.
- Section 5. Bargaining unit members shall be given adequate notice of any change in their regular hours of work, except where an emergency exists. Bargaining unit members required to work beyond their normal duty hours during a riot, hurricane, or other emergency condition shall be paid according to Section 153 of this Article.
- Section 6. Whenever possible, compensatory time shall be utilized within sixty (60) days of the time earned.
- Section 7. When it is necessary for the City to require members to return to work, not on their assigned shift, the City agrees to compensate the employees for a minimum of three (3) hours' pay at the established rate of one and one-half (1-1/2) times their normal hourly rate. This provision does not apply to recall or holdover when an employee is asked to start work early or work late.
- Section 8. Time keeping systems shall be utilized by all bargaining unit members as required by the City.
- Section 9. A bargaining unit member who is tardy shall be docked pay in accordance with the Fair Labor and Standards Act (FLSA) and may be subject to disciplinary action.
- Section 10. The Department Administrator or designee shall offer overtime to qualified employees ~~on an equal basis~~ within job classification(s). ~~on a rotating basis, by use of seniority.~~
- Section 11. The employer may offer compensatory time on a voluntary basis, subject to a maximum accrual of 120 hours. Compensatory time cannot be cashed out except upon separation from the City.

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## ARTICLE 25: WORKWEEK AND OVERTIME (continued)

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

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## ARTICLE 28

### SALARY PLAN

Section 1: Effective starting the first full pay period beginning on or after October 1, 2020<sup>23</sup>, the salary ranges have been adjusted upward for each bargaining unit position ~~will be~~ as follows:

Position	Minimum	Maximum
Maintenance Technician	<del>\$36,801.85</del> 37,537.89	<del>\$60,355.04</del> 61,562.14
Heavy Equipment Operator	<del>\$41,096.44</del> 41,918.36	<del>\$66,126.49</del> 67,449.02
Chemical Spray Technician	<del>\$41,096.44</del> 41,918.36	<del>\$66,126.49</del> 67,449.02
Irrigation Technician	<del>\$41,096.44</del> 41,918.26	<del>\$66,126.49</del> 67,449.02
Service Technician	<del>\$41,096.44</del> 41,918.36	<del>\$66,126.49</del> 67,449.02
Traffic Technician	<del>\$41,096.44</del> 41,918.36	<del>\$66,126.49</del> 67,449.02
Crew Leader	<del>\$41,096.44</del> 41,918.36	<del>\$66,126.49</del> 67,449.02
Mechanic	<del>\$50,360.51</del> 51,367.72	<del>\$80,556.86</del> 82,168.00
Crew Chief	<del>\$50,360.51</del> 56,633.62	<del>\$80,556.86</del> 90,590.86
Electrician	<del>\$50,360.51</del> 56,633.62	<del>\$80,556.86</del> 90,590.86
Plumber	<del>\$50,360.51</del> 56,633.62	<del>\$80,556.86</del> 90,590.86
HVAC Technician	<del>\$50,360.51</del> 51,367.72	<del>\$80,556.86</del> 82,168.00
Pool Equipment Mechanic	<del>\$50,360.51</del> 51,367.72	<del>\$80,556.86</del> 82,168.00
EVT Mechanic	<del>\$55,523.16</del> 56,633.62	<del>\$88,814.57</del> 90,590.86

~~The salary range minimums and maximums for bargaining unit positions have been adjusted upward, as indicated above.~~ Each employee's base salary has been increased as a result of being placed in the new salary plan, effective October 1, 2020, receiving a minimum ~~4%~~ 7% market adjustment, starting the first pay period beginning on or after October 1, 2023. ~~In addition, all bargaining unit members will receive a 2% increase to base salary effective October 1, 2020.~~

Section 2: Effective starting the first pay period beginning on or after October 1, 2021<sup>4</sup>, all ~~employees bargaining unit members~~ will receive a 23% market adjustment to base salary, and the salary ~~ranges~~ range minimums and maximums for ~~each~~ all bargaining unit positions will be increased by the same percentage as follows. In addition, all ~~employees bargaining unit members~~ will receive a 43% increase to base salary ~~effective October 1, 2021~~.

Section 3: Effective starting the first pay period beginning on or after October 1, 2022<sup>5</sup>, all ~~employees bargaining unit members~~ will receive a 2% market adjustment to base salary, and the salary ~~ranges~~ range minimums and maximums for ~~each~~ all bargaining unit positions will be increased by the same percentage as follows. In addition, all ~~employees bargaining unit members~~ will receive a 4% increase to base salary ~~effective October 1, 2022~~.

Section 4: If an employee receives a wage increase which results in his/her base salary exceeding the maximum of the salary range for the position, then the employee will receive a lump sum payment of the amount that exceeds the maximum of the salary range for the position. Said lump sum payment will not be added to the employee's base salary.

Section 5: Employees shall continue to receive ongoing performance feedback, as per City Personnel

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Policy on Employment Performance Management.

Section 6:

The City will continue to provide a 3% salary allowance to offset the 3% employee contribution mandated by state legislature effective July 1, 2011. Such allowance will be provided to all bargaining unit employees enrolled in the Florida Retirement System, and only applies to employees hired before July 1, 2011. This allowance will not be added to wages, and will be listed as a separate line item on employees' paychecks. Further, this allowance shall be considered each fiscal year in conjunction with the annual budget process. In the City's sole discretion, this allowance may be discontinued or modified if the employees' contribution amounts are discontinued or modified.

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ARTICLE 29  
PERSONAL LEAVE

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

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

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

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

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

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

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

A. Request for Leave

1. Scheduled Leave – personal leave shall be requested by employees by submitting a "Request for Leave" form to their supervisor. Requests for personal leave shall be submitted in advance of the proposed absence. Supervisors must consider all requests for personal leave, giving due consideration to the needs of the department and the ability of the remaining staff to perform the work of the department or division. Each employee shall give his/her supervisor at least ten (10) days notice for scheduled leave of five (5) days or more. This notice requirement is subject to change by each department.

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2. Unscheduled Leave – To utilize unscheduled leave, such as illness, the employee shall notify his/her supervisor prior to the beginning of the scheduled workday, or prior to leaving the work assignment. Unscheduled leave may be used for illness by the employee, illness by the employee's spouse, illness by the employee's registered domestic partner, illness by the employee's dependent children including stepchildren and adopted children, or illness by the registered domestic partner's dependent children.

All probationary full-time employees are eligible to use unscheduled personal leave. The maximum continuous personal leave for which employees are eligible shall be four (4) calendar weeks. The City Manager may approve more than four (4) weeks if he/she determines the City will not be adversely affected.

The accrual is not available until the first day of the following month.

Employees are not entitled to use personal leave that has not been earned.

#### B. Payout

Upon separation from employment, employees will be paid for all accrued personal leave. Any accrued personal leave shall be paid at the employee's final base rate of pay. Longevity shall not be paid on accrued personal leave.

### Section 2: Voluntary Donation of Personal Leave

#### 1. Eligibility

- a. Full-time employees on approved Family and Medical Leave (FMLA), who have exhausted their paid leave hours (Personal Leave, Acute Illness, Personal Holiday, and Compensatory Time), may request donated Personal Leave time.
- b. Full-time non-probationary employees may donate personal leave time.

#### 2. Procedure

- a. The employee requesting donated Personal Leave hours must submit a written request to the Human Resources Department. Human Resources shall notify all employees of the request for donated Personal Leave.
- b. Employees may donate a minimum of four (4) Personal Leave hours by completing and submitting a Voluntary Donation of Personal Leave form to Human Resources.
- c. Personal Leave will be donated to the requesting employee each pay period as needed. Personal leave donations will be processed in the order they are received. Unused donated Personal Leave will not be transferred from the donor to the requesting employee.
- d. The Payroll Coordinator will maintain appropriate records documenting donated Personal Leave.

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## ARTICLE 30

### ACUTE ILLNESS LEAVE

#### Section 1.

#### Acute Illness Leave:

- a) This leave may be used for illness by the employee, the employee's spouse, or employee's dependent children, including step-children and adopted children, illness by the employee's registered domestic partner or illness by the domestic partner's dependent children, and the employee's parents.
- b) Acute illness leave may be used only after three (3) eight (8) hour consecutive personal days as a result of illness. The Acute Illness Leave can only be utilized starting with the fourth (4<sup>th</sup>) consecutive day of illness. The illness or injury must be verified in writing by a licensed physician.
- c) The minimum charge for acute illness leave shall be in units of eight (8) hours, except hours used for disability.
- d) Upon separation from employment, effective October 1, 2023, employees shall ~~not~~ be entitled to be compensated for any reimbursement of accumulated unused acute illness leave. Such employees must be separating employment with the City in good standing, with no pending disciplinary claim(s), or cause(s) of adverse action pending against the employee(s). The City shall determine whether an employee is separating in good standing without pending adverse action(s).
- e) The bargaining unit agrees with the City's approved Family and Medical Leave Act.

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- c) The minimum charge for acute illness leave shall be in units of eight (8) hours, except hours used for disability.
- d) Upon separation from employment, effective October 1, 2023, employees shall ~~not~~ be entitled to compensated for any reimbursement of accumulated unused acute illness leave. Such employees must be separating employment with the City in good standing, with no pending disciplinary claim(s), or cause(s) of adverse action pending against the employee(s). The City shall determine whether an employee is separating in good standing without pending adverse action(s).
- e) The bargaining unit agrees with the City's approved Family and Medical Leave Act.

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## ARTICLE 35

### UNIFORMS AND EQUIPMENT

Section 1. The City of Palm Beach Gardens shall furnish uniforms to all bargaining unit members who are required to wear such uniforms in the performance of their duties and shall agree to replace unserviceable uniforms as required.

Section 2. Any uniform or related equipment initially supplied by the City which is damaged or destroyed while a bargaining unit employee acting in the performance of his/her official duties shall be replaced by the City at no cost to the bargaining unit employee, provided the same is not the result of his/her negligence. Such claim of loss must be supported with reasonable proof and shall be subject to the approval of the Department Administrator or his/her designated representative.

Section 3. The City agrees to provide a uniform and clothing allowance for bargaining unit members as follows:

- A. Replacement of uniforms and equipment lost or damaged through the employee's gross negligence will be replaced by the employee.
- B. The City will provide full-time employees with ~~\$150.00~~200 per year for safety boots/shoes replacements as needed, not to exceed ~~\$150.00~~ in cost per year. Employees who select boots/shoes which cost over ~~\$150.00~~, shall pay the difference.

Section 4. Wearing of Uniforms and Clothing. All employees who are provided with uniforms or work clothing, as set forth above, are required to wear these uniforms and work clothing and report to work with them being clean and neat in appearance, unless this requirement is expressly waived by the City. All employees shall be required to wear all City-issued personal protective equipment (PPE). Failure to do so may result in disciplinary action.

Section 5. Return of Uniforms and Clothing. All items as provided above, including protective clothing and protective devices, remain the property of the City and are only to be used in accordance with the Departmental work rules. Upon separation, all items must be returned (or paid for) by the employee before his/her final paycheck will be issued. An employee, upon separation of employment, shall have the cost of boots/shoes deducted from the his/her paycheck as per the following table:

<u>If boots purchased within:</u>	<u>% of cost to be repaid</u>
3 months of date of separation	100%
6 months of date of separation	50%

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