

Article 1
Agreement-Preamble

1.1 This Agreement is entered into by The Village of Palm Springs, Florida herein after referred to as the "Village" and SEIU/FPSU herein after referred to as "SEIU/FPSU" or "Union", to establish an orderly and peaceful procedure, to settle differences which might arise and set forth the basic, complete and full agreement between the parties and all other conditions of employment

1.2 Scope and Purpose: This Agreement Includes the entire agreement between the parties' concerning wages, hours, and terms and conditions for employment for members of the Certified Bargaining Unit, ~~which unit was given defined by the Florida Public Employee Relations Commission (hereafter "PERC") in Certification Number 1202, and which is more fully described in the Certification of Election Results and Certification of Exclusive Collective Bargaining Representative, filed as clarified or modified by the Florida Public Employees Relations Commission~~ PERC from time to time on June 26, 1998.

The purpose of this Agreement is to promote and maintain harmonious and cooperative relationships between the Village and the employees, both individually and collectively; to provide an orderly, peaceful and prompt means for resolving differences which arise, and to set forth the agreement between the parties in the determination of wages, hours, and terms and conditions of employment.

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Article 2
Status Quo & Employee Regulations

2.1 The existing terms and conditions of employment, including wages, hours and other benefits and responsibilities of the parties, as are currently set forth in ~~Ordinance No. 2008-07~~ Ordinance 2023-08, the Employment Regulations of the Village of Palm Springs, Florida ("Employment Regulations") are hereby Incorporated by reference and shall remain in effect to the extent the Employee Regulations do not conflict with any other provisions of the Collective Bargaining Agreement. ~~The Village and the Union acknowledge that the Village anticipates revising the Employment Regulations within the next few months.~~ The terms of the Collective Bargaining Agreement shall control over any conflict with the above referenced Employment Regulations. This Agreement also incorporates all other existing benefits, including, but not limited to, health Insurance, ~~cafeteria plan~~, and life Insurance, which are not specifically stated herein.

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Article 3 Management Rights

3.1 The Village reserves and retains all, rights, power, prerogatives and authority customarily exercised by management, except as expressly limited or modified by a specific provision of the Agreement.

3.2 The SEIU/FPSU and the employees covered under this Agreement recognize and agree that the Village has the sole and exclusive rights as specifically provided for in this Agreement, to manage and direct and all of its operations. Accordingly, the Village specifically, but not by way of limitation, reserves the sole and exclusive right to:

- A. Direct, supervise and maintain the efficiency of all employees and the operations of the Village;
- B. Take whatever action may be necessary to carry out the mission and responsibility of the Village in unusual and/or emergency situations;
- C. Schedule and assign the work to the employees and determine the size and composition of the work force.
- D. Assign overtime work to employees, when necessary.
- E. Determine the services to be provided to the public and the maintenance procedure, materials, facilities, and equipment to be used, and to introduce new or improved services, maintenance procedures, materials, facilities, and equipment;
- F. Hire and rehire and determine the criteria and standards of selection for employment (including minimum qualifications);
- G. Fire, demote, suspend or otherwise discipline for cause;
- H. Set procedures and standards to evaluate Village employee's Job performance including the formulation and/or amendment of job descriptions;
- I. Determine whether and to what extent the work required in its operation shall be performed by employees covered by this Agreement.
- J. Create, expand, reduce, alter, combine, assign, or cease any job;
- K. Merge, consolidate, expand, curtail, transfer, or discontinue operations, temporarily or permanently, in whole or part, whenever, in the sole discretion of the Village, good business

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judgment makes such curtailment or discontinuance advisable;

- L. Determine the number, location, and operation of all departments and division thereof;
- M. Contract and/or subcontract any existing or future work for legitimate business reasons;
- N. Require any and/or all bargaining unit employees to submit to an examination by a medical doctor (Including a psychiatrist) based upon the reasonable belief that the employee is unable to perform any or all of his assigned Job duties.

Employees may be required to take a physical and/or psychological examination given by a Village authorized physician and/or psychologist to determine fitness for duty when the Village has a reasonable suspicion that the employee is unfit to perform his/her duties. "Reasonable suspicion" means a belief drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Any fitness for duty examination required by the Village shall be while the employee is "on-duty" and all costs associated with the examination will be borne by the Village.

With respect to any disagreement regarding medical determinations made in fitness for duty certifications, the Village's authorized physician and/or psychologist and the employee's principal treating physician and/or psychologist shall select a third qualified, licensed and neutral physician and/or psychologist to conduct an examination of the employee. The medical determination made by the neutral, physician and/or psychologist shall be final and binding on all parties. All costs incurred emanating from the examination by the neutral physician and/or psychologist shall be paid entirely by the Village.

3.3 The above rights of the Village are not all-inclusive but indicate the type of matters or rights which belong to and are inherent in the Village in its' general capacity as management. Any of the rights, power, and authority that the Village has prior to entering into this collective bargaining agreement, except as

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expressly limited or modified by a specific provision of the Agreement, is retained by the Village.

3.4 If the Village fails to exercise any one or more of the above functions from time-to-time, this will not be deemed a waiver of the Village's right to exercise any or all such functions.

3.5 If, in the sole discretion of the Village Manager, it is determined that civil emergency conditions exist, including, but not limited to, riots, civil disorders, hurricane conditions, or any similar or dissimilar catastrophe, the provisions of this Agreement may be suspended by the Village Manager during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

3.8 The exercise of the management rights set forth above shall not preclude the SEIU/FPSU or any employee covered hereunder from filing a grievance under the Grievance and Arbitration Procedure herein should the SEIU/FPSU or the employee feel that the action taken by the management violated a specific provision of this Agreement.

3.7 Nothing contained in this Article shall be construed to waive the SEIU/FPSU right to engage in impact bargaining as to exercise of any of the management rights enumerated above where Florida law requires such bargaining. Where such impact bargaining is requested by the SEIU/FPSU and is required by Florida law, the parties shall meet promptly to attempt to resolve the impact item. If the impact item is not resolved within ten (10) days, either party shall be free to invoke the impasse resolution procedure under the Public Employees Relation Act. The parties hereby agree that all impasse resolution procedures must be concluded within sixty (60) days of the notice of the exercise of the management right which provided the basis for the impact bargaining request. Under no circumstances shall the SEIU/FPSU's request unreasonably delay the Village's exercise of any management right.

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Article 54
Bargaining Unit Identification

4.1 The Village will provide annually to SEIU/FPSU so long as it remains the certified bargaining agent recognized by PERC, a roster of the bargaining unit, including:

Name, address*, phone number, job classification and current salary.

Addresses and phone numbers shall not be provided as it relates to employees holding positions where Florida's Public Records Law has designated such information as confidential or exempt.

4.2 The Village agrees to recognize the Officials, Officers, Chief Steward, and stewards designated by the Union as agents of the Union provided the Union remains the certified bargaining agent designated by PERC. The aforementioned agents of the Union, with prior written notification to the Director of Human Resources shall be admitted to the property of the Village for the purposes of administering the Agreement. The Village shall have no responsibility to organize, plan, or reserve Village facilities for the Union to hold meetings to administer the Agreement. The aforementioned officials shall only meet with the Village employees in non-work areas (i.e. the break room) and during non-work time. Nothing in this section shall preclude or interfere with the Village's right to control access to Village facilities for safety and/or security purposes.

Updated during reopener last year

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Article 65
Management
Grievances - Arbitration Procedure

5.1 A grievance is defined as a dispute between the parties, which includes, but is not limited to, the interpretation and application of the terms of this Agreement.

The grievance procedure is as follows:

A.) Step 1 - A management representative may present a written or oral grievance to the Union representative within ten (10) working days of the occurrence giving rise to the grievance. The Human Resources Director and Village Manager ~~department director~~ shall be notified Immediately by the Union, and together they shall attempt to resolve the grievance within five (5) working days after the grievance is presented to the department director.

B.) Step 2 - If the grievance has not been satisfactorily resolved at Step 1, the management representative may submit the grievance, in writing, to the Union agent within ten (10) working days from the date upon which the Union's Step 1 response is due. The written grievance shall explain the basis of the grievance and a proposed remedy. The Union agent shall attempt to resolve the grievance and shall render a decision in writing within five (5) working days after it has been presented.

C.) Step 3 - If the grievance is not resolved In Step 2, Management may request a final and binding disposition by filing a written request for arbitration with the Federal Mediation & Conciliation Service (FMCS) within sixty (60) calendar days of the completion of Step ~~32~~. The Village Manager shall have the exclusive right to proceed to arbitration on behalf of the Village.

5.2 Failure of either party to respond within the timeliness guidelines of a grievance shall result in the grievance being advanced to the next step.

5.3 The cost of the arbitration shall be divided equally between the parties.

5.4 By mutual consent the parties may submit any grievance to an agreed upon mediator (FMCS) at the earliest convenient date. The parties agree to

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share the cost (excluding attorney's fees) of mediation equally. Any grievance unresolved following mediation may proceed to arbitration.

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Article 86
Dues Check-Off

~~6.1~~ Upon receipt of a written authorization form from an employee, the Village agrees to deduct Union dues each pay period and remit deductions to the Union within fifteen (15) calendar days from the end of each month collected. The Union will notify the Village, In writing, fifteen(15) calendar days prior to any change in the regular Union due's structure.

~~8.1~~ An employee may revoke his/her dues deduction by submitting such request in writing to the Village. The Village shall forward a copy of such written notice to the Union. The Village shall not deduct dues, fines, penalties or other sums from any employee's paycheck.

~~8.2~~ 6.2 The Union will pay the Village the sum of \$300 per annum for ~~dues deduction &~~ contract related services.

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Article 97
Appendices and Amendments

97.1 This Agreement shall not be modified, altered, changed, or amended in any respect unless in writing, signed by the parties, and ratified by the Village Council, and a majority of the voting employees of the bargaining unit, as provided by law.

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Article 408
Notice

408.1 As required for any purpose in the Agreement, notice shall be addressed and sent to the Village and Union, as follows:

Village:

~~Village Manager's Office~~ Human Resources Department
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

Union:

SEIU/FPSU

4000 Hibiscus Street

West Palm Beach, FL 33401

2112 South Congress Avenue, Suite 205

Palm Springs, FL 33406

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Article ~~119~~
Severability

~~119.1~~ — If any provision of this Agreement or the application of such provision, should be rendered or declared invalid or unconstitutional by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

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Article 102
Rights of Employees

- 10.1 The employees in the Bargaining Unit shall have the right to join or assist the Union or to refrain from any such activity, as provided by law.
- 10.2 The Village agrees to the preservation of employee rights as described in this Article.
- 10.3 All provisions of this Agreement shall be applied fairly and equitably to all employees in the Bargaining Unit
- 10.4 Employees may request a Union representative to be present when they believe a meeting with a supervisor may lead to discussions which could form the basis of disciplinary action.

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Article 1¹³
Non-Discrimination

- 11.1** The parties agree that they will not discriminate against any employee because of race, color, gender/sex, national origin, religion, marital status, disability, age, marital status, veteran or military status, genetic information, sexual orientation or because of a status as a member in any other group protected by applicable law. Nothing herein shall restrict the Village from taking any action to promote or implement equal employment opportunity and affirmative action in accordance with applicable law.
- 11.2** The SEIU/FPSU and/or its individual Members will not discriminate against or harass any employee who does not choose to become a member of the SEIU/FPSU.
- 11.3** There shall be no discrimination, interference, restraint, or coercion by the Village against any employee for his activity on behalf of, or membership in, the SEIU/FPSU.

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Article 124
SEIU/FPSU Business and Representation

12.1 Nothing contained in this Collective Bargaining Agreement shall preclude any employee covered by this Agreement from pursuing any right or remedy available under this Agreement without representation of the SEIU/FPSU. Further, nothing contained herein shall preclude any employee from discussing a problem directly with his immediate supervisor or any other Department official without the intervention of the SEIU/FPSU provided, however, that such supervisor or other department official is agreeable to having such discussion. Any resolution made by an employee covered hereunder with his supervisor shall not set a precedent for the settlement of any other disagreement invoking the same on other employees.

12.2 The Village shall recognize the following SEIU/FPSU Stewards and alternate SEIU/FPSU Stewards to represent bargaining unit employees as described in paragraph 123.3 below:

- a.) Bargaining Unit-One (1) Chief Steward
- b.) Bargaining Unit - Five (5) Alternates

A written list of the SEIU/FPSU Stewards and the Alternate Stewards shall be furnished to the Village Manager prior to the effective date of the SEIU/FPSU Stewards and Alternate Stewards assuming their duties. Prompt written notification of changes shall be provided to the Village Manager. No Steward or Alternate will be recognized by the Village unless written notification was presented prior to such Steward or Alternate Stewards assuming his/her duties.

12.3 SEIU/FPSU Stewards shall be permitted to process formal grievance procedures herein while on duty; provided that this activity does not interfere with the Steward's duties as an employee, the duties of other employees, or any other aspect of the Departmental operation. No more than one (1) Steward or one (1) Alternate Steward shall attend a grievance meeting while on duty.

12.4 Under no circumstances shall any SEIU/FPSU Steward leave his assigned duties to process a formal grievance under the grievance procedure herein without first obtaining authorization from his/her supervisor or his/her designee. Such authorization shall not be unreasonably withheld.

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12.5 The function of the Alternate Stewards is to substitute for the Steward in the exercise of the duties set forth in ~~12.4~~ 12.3 above if the Steward is absent or otherwise. Unavailable due to leave, training, work assignment, or other operational needs. Where the Alternate Steward substitutes for the Steward, he/she shall have the same rights and responsibilities and shall be subject to the same restrictions as the Steward.

~~14.6~~ **12.6** The use of Village equipment for SEIU/FPSU business is subject to the sole approval of the Village Manager; such as copiers, telephone, pens/pencils, computers, or similar Items.

~~14.7~~ **12.7** Each member of the SEIU/FPSU shall be permitted to donate two (2) hours of compensated time per year to a time pool to be used for SEIU/FPSU activities. The use of the time pool shall be administered at the discretion of the SEIU/FPSU. All unused hours donated by members will be carried over to the next year.

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Article 135
Bulletin Boards

135.1 The Village shall furnish the SEIU/FPSU with space for a Bulletin Board in such locations as agreed by both parties.

13.2 The SEIU/FPSU shall utilize the Bulletin Boards only to post the following:

- A. Notice of SEIU/FPSU Meetings
- B. Notice of SEIU/FPSU Elections and Association results
- C. Copies of SEIU/FPSU Constitutions and By-Laws and Amendments thereto
- D. Notice of recreational and social affairs of the SEIU/FPSU
- E. Copy of this Agreement
- F. Notices of Dues (changes)
- G. Names of local SEIU/FPSU Officials
- H. SEIU/FPSU News Letters both local, County, and National
- I. Minutes of SEIU/FPSU Meetings

13.3 All materials placed upon the bulletin board by the SEIU/FPSU will be approved by the SEIU/FPSU President or his designee. The Village Manager or his designee shall be furnished with a copy of any material to be posted prior to posting.

135.4 Under no circumstances shall the SEIU/FPSU post any Notice containing material of a political nature or material tending to directly or indirectly disparage or demean the Village or any of its elected or appointed Officials or employees.

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Article 14

Progressive Discipline

- 14.1** Without the written consent of the employee and the Union, disciplinary action may not be taken against an employee except for just cause, and this must be substantiated by clear and convincing evidence, which supports the recommended disciplinary action.
- 14.2** All disciplinary action shall be governed by applicable statutes and Employee Regulations, and provisions of this Agreement. Further, an employee shall be provided with a written copy of the charge of wrongdoing, setting forth the specific charges against that employee as soon as possible after the Investigation has begun, but in no case longer than 90 calendar days after the alleged wrongdoing.
- 14.3** Any information, which may be relied upon to take action against an employee, shall be shared promptly with the employee and his/her Union representative. Copies of any written information/correspondence that is relative to the action of the employee or the Investigating administrator(s) shall be provided promptly to the employee and his/her Union representative.
- 14.4** An employee against whom action is to be taken under this Article, and his/her Union representative, shall have the right to review and refute any and all of the Information relied upon to support any disciplinary action prior to taking such action. To this end, the employee and Union representative shall be afforded a reasonable amount of time to prepare and present responses/refutations concerning the pending disciplinary action and concerning the appropriateness of the proposed disciplinary action. The amount of time shall be mutually agreed upon by the parties.
- 14.5** Only previous disciplinary action, which are part of the employees personnel file or which are a matter of record in section 16.7, may be cited if these previous actions are reasonably related to the existing charge. Disciplinary actions older than a twenty-four (24) month's time frame shall not be referred to or considered in any current disciplinary action.
- 14.6** Where just cause warrants such a disciplinary action(s), and in keeping with provisions of this Article, an employee may be reprimanded verbally, in writing, suspended without pay or terminated upon recommendation of

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the immediate supervisor for just cause.

14.7 Except In cases, which clearly constitute a real and immediate danger to the Village or the actions/inactions of the employee, constitute such clearly flagrant and purposeful violations of reasonable Village rules and regulations, progressive discipline shall be as follows:

Employee Discussion Form shall be the form used to document verbal counseling. Employee discussion forms shall be sent to the Human Resources Department to be placed in a separate binder from the personnel file. Provided no disciplinary action has been taken employee discussion forms shall be removed from the employees' filediscussion form binder and discarded after one (1) year.

~~a.) A Verbal Warning Without Written Notice: This meeting shall serve as a Council session where the Village has the opportunity to discuss a way in which the employees' performance may improve.~~

b.) Verbal Reprimand with Written Notice: Such written notice shall be placed in the employee's personnel file and shall not be used to further detriment the employee, unless there is another reasonably related act by that same employee with a period of 24 months.

c.) Written Reprimand: A written reprimand may be issued to an employee when appropriate in keeping with provisions of the Article. Such written reprimand shall be dated and signed by the author of the reprimand and shall be filed in the affected employee's personnel file upon a receipt of a copy to the employee by certified mail.

d.) Suspension Without Pay: A suspension without pay by the Village may be issued to an employee, when appropriate, in keeping with provisions of this Article, including just cause and applicable law. The length of the suspension also shall be determined by just cause and progressive discipline as set forth in this Article. The notice and specific of the suspension without pay shall be placed in writing, dated, and signed by the Department Director and a copy shall be provided to the employee by a certified mail. The specific days of suspension shall be clearly set forth in the written suspension notice which shall be filed in the affected employee's personnel file.

e.) An employee may be dismissed when appropriate in keeping with the provisions of this Article.

14.8 An employee against whom disciplinary action is taken may appeal

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through the negotiated grievance procedure as outlined in this Agreement or through the grievance procedure Included in the Village Employment Regulations, but not both.

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Article 1~~57~~
Work Period and Overtime

- 15.1** The normal work period for SEIU/FPSU personnel covered by this Agreement shall be forty (40) hours worked in a seven (7) day work period. All hours worked in excess of forty (40) shall be paid at the rate of time and one half (1.5) of the employees' regular straight time rate in accordance with the Fair Labor Standards Act. At the employees' request, the compensation may be credited as compensatory time at the rate of time and one half (1.5), but cannot exceed seventy-five ~~(75)~~ 80 hours of accumulation. Employees who exceed the maximum accrual of compensatory time shall be paid for the time that exceeds the maximum amount effective upon ratification of this agreement. Unscheduled personal leave time, defined as leave time taken with less than three (3) days' notice, will not be considered productive time or count towards overtime calculations for the pay period during which the unscheduled leave is taken.
- 15.2** Nothing herein shall restrict the Village Manager or his designee from altering the starting and quitting time and/or the numbers of hours worked on a given work day for any employee covered hereunder; provided, however, that overtime or compensatory compensation (time and one half) is paid as prescribed in 17.1 above. These changes shall not be arbitrary or capricious.
- 15.3** Overtime work will be equally distributed among eligible/qualified employees. An eligibility list will be established by seniority and rotation used for overtime assignments.
- 15.4** Employees shall be required to work overtime as directed unless excused by a supervisor. In the event any employee is required to work overtime, he/she shall not be requested to use annual leave nor be placed in a "leave without pay" status during the basic work week in order to compensate or offset the overtime hours worked or to be worked.
- 15.5** All bargaining unit members will be required to use the Village's electronic time keeping system.

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Article 168
Compensatory Time

16.1 The Fair Labor Standards Act (FLSA) provides that any employee of a public agency who has accrued compensatory time and requested use of this time, shall be permitted to use such time within a "reasonable period" after making the request, if such use does not "unduly disrupt" the operations of the agency. Same-day requests for use of compensatory time off are generally not considered a reasonable period and are unduly disruptive to the operations of the Village. However, in the sole discretion of the supervisor, same day requests may be granted, for emergencies for which documentation must be provided within one (1) business day. The use of compensatory time must be pursuant to some form of agreement or understanding between the employer and the employee in conjunction with appropriate record keeping documentation. In compliance with the FLSA, the Village will apply the following schedule for members of the Bargaining Unit:

Compensatory time will be accrued at time and one-half. Accumulation and use of compensatory time must have the prior approval of the employee's supervisor.

16.2 It is solely the employee's choice as to whether he/she wishes to be paid for their overtime at one and one-half times their regular hourly rate of pay or take compensatory time. The Village will not encourage employees to take one form of compensation over the other.

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Article 179
Personal Leave Time

- 17.1** All Bargaining Unit Members shall be eligible for inclusion in the Personal Leave Program.
- 17.2** Reference: Employment Regulations

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Article 1820
Bereavement Leave

18.1 Bereavement Leave shall be provided to SEIU/FPSU Bargaining Unit Employees in the same manner and under same policies and procedures as are applicable to all other Village Employees.

18.2 Reference: Employment Regulations

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Article 1924
Leave of Absence

19.1 Leaves of Absence with pay shall be of six (6) kinds:

- A. Personal Leave, to which Bargaining Unit Employees may become entitled under the Village Employment Regulations.
- B. Leaves with pay for:
 - 1. To take promotional exam
 - 2. Jury Duty
 - 3. Military Duty
 - 4. Witness Duty
- C. Authorized leave with pay
- D. Bereavement Leave
- E. Voting Time - Time off will be granted only in those circumstances where a member on the day shift has to work beyond the end of the shift.

19.2 In the event the Department Director shall direct an SEIU/FPSU Unit Member to attend a conference, seminar, briefing session or other activity as an employee, in addition to regular pay, the Village shall pay per diem and travel expenses of the employee as provided In Employment Regulation.

19.3 Leave of Absence without pay shall be provided to SEIU/FPSU Bargaining Unit Employees in the same manner and under the same policies and procedures as are applicable to all other Village Employees.

19.4 Reference: Employment Regulations

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Article 202
Jury Duty

- 20.1** An employee who is legally summoned to serve on a Jury or as a subpoenaed witness shall be permitted absence with pay for the time required from such duty. Such paid time will be recorded as time worked in the computation of any overtime for the pay period that the leave falls in if the employee would have worked in excess of 40 hours in the pay period.
- 20.2** If an employee is called for jury duty, he/she shall promptly notify his/her Immediate supervisor within five (5) days of receipt of the summons.
- 20.3** In the event a holiday shall occur during the period of the employee Jury duty, he/she shall receive pay for such holiday at straight time.
- 20.4** The employee must provide the Department Director with proof of Jury duty service, before compensation is approved.
- 20.5** Reference: Employment Regulations

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Article 2¹³
Maintenance of Conditions

- 21.1** All job benefits in effect at the time of the execution of this Agreement heretofore authorized by the Village Manager, or benefits provided by Ordinance or Code of the Village Commission, not specifically provided for or abridge by the Agreement, shall remain in full force and in effect for the duration of the Agreement.
- 21.2** The Village and the SEIU/FPSU will meet at the request of either party to negotiate any proposed changes in those rights and benefits not specifically covered by this Agreement; provided, however, no changes shall be made except when a waiver exists or where the change is negotiated in accordance with Chapter 447, Florida Statutes.

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Article 2~~2~~4
Seniority

22.1 Personal leave scheduling:

Personal Leave shall be scheduled by the Department Director or his designee, as far in advance as possible, in accordance with the members' request. The length of service in rank shall take precedence where more than one member requests the same time off. Consideration shall be given to the requirement of maintaining the services the department renders, when approving personal leave requests. Changes in scheduling of personal leave shall only be made with prior approval of the Department Director or his designee.

22.2 Layoff:

The Village Manager may initiate the layoff of a member when it is deemed necessary by reason of shortage of work or funds, the abolition of the position, material changes in the departmental organization, or for other related reasons which are outside the members' control and which do not reflect discredit on the member.

In the event of a layoff for any reason, employees shall be laid off in the reverse order of their seniority in their classification. Any employee who is to be laid off, who has advanced to his present classification in which he held a permanent appointment, shall be given a position in a lower classification in the same department. His seniority in the lower classification shall be established according to that classification. Employees shall be called back from a lay off according to the seniority in the classification from which the employee was laid off within the department. No new employees shall be hired in any classification until all employees on lay off status in that classification have had an opportunity to return to work.

22.3 The proposed layoff notice must be delivered to the affected employees and the Union at least thirty (30) days before the effective date of such lay off.

22.4 No lay off of a member shall be made as a disciplinary action.

22.5 The placement of employees with the department work force shall be the responsibility of the Director. When placement is made, the consideration of

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seniority, merit, qualification, special skills and the like will be used as far le
feasible.

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Article 235
Job Bidding & Posting

23.1 Budgeted and promotional vacancies occurring in any position within this Bargaining Unit will be filled in accordance with the following provisions:

- a.) The Village shall post, in the Human Resource Department, written notices of all job openings.

23.2 The intent of the Village will be to promote within. However, in such cases that the Village is not aware that there are bargaining unit employees that possess the minimum qualifications for the open position, the Village may post outside simultaneously. Applicants from within the Village employee work force desiring to fill such a vacancy shall apply in writing by filling out the appropriate application.

23.3 The Human Resource ~~Coordinator-Department~~ shall, within seven (7) business days, certify from the appropriate eligible list for each vacancy, the names and scores of the three (3) persons who stand highest on the eligible list. Training and experience may be used to establish the eligibility list. These employees shall receive an interview for the position(s) and the employee most qualified shall receive the position.

23.4 Should all things between the candidates be equal, the most senior employee shall receive the position. In the event the seniority dates are the same, placement into the position shall be by last name in ascending alphabetical order. Should the Village fail to find a qualified candidate from its' in-house search, the Village may hire from outside the Village to fill the open position.

23.5 Employees who are promoted into positions requiring special certifications/licenses, and who are allowed by the Village to study and receive certificates after being promoted, shall have a 12 month period, beginning with the date of the promotion, to gain the certification. In this connection, should the employee fail to qualify to receive the above certification, the employee may apply for other Village positions, if available. Employees, who earn pre-approved job related licenses or certifications which will enhance their service to the Village, shall receive a ~~one (1) step~~ pay 4% increase in accordance with Article 3330, for each approved professional certificate/license earned, not to exceed the salary range for that classification.

SEIU / Date 224 8/22/24 Village/ Date AD 8/22/24

Article 246 Holidays

24.1 The Village shall observe the following holidays:

New Year's Day	January 1
Martin Luther King Day	3 rd Monday of January
Presidents' Day	3 rd Monday of February
Good Friday	Friday before Easter Sunday
Memorial Day	Last Monday of May
<u>Juneteenth</u>	<u>June 19th</u>
Independence Day	July 4 th
Labor Day	1 st Monday of September
Veterans Day	November 11 th
Thanksgiving Day	4 th Thursday of November
Day After Thanksgiving	4 th Friday of November
Christmas Eve	December 24 th
Christmas Day	December 25 th
New Year's Eve	December 31 st

24.2 For each observed holiday, a full-time employee shall be entitled to eight (8) hours of pay at the employees' regular rate of pay. Holiday pay is to be considered time worked for overtime compensation.

24.3 A full-time employee required to work and who actually works on a Village observed holiday, shall receive their regular rate of pay for all hours worked at time and one-half in addition to that payment in Section 2

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

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24.5 Holidays falling on a Saturday shall be observed the preceding Friday. Holidays falling on Sunday shall be observed the following Monday or as designated by legal authority, i.e. Federal/State Government.

~~24.5 Beginning fiscal year 203-2024, the Village shall recognize Juneteenth as an official Village holiday on June 19.~~

SEIU/ Date RLH 8/22/24

Village/ Date RLD 8/22/24

Article 257
Safety and Health

- 25.1** The Village shall comply with all State and Federal regulations pertaining to the occupational safety of the members of this Bargaining Unit. The Village shall also create and maintain a safe and healthy working environment for Bargaining Unit employees.
- 25.2** Employees in classifications/positions where it is warranted, will receive up to two (2) pairs of safety shoes/boots of their choice. The Village Manager or his/her designee will be responsible for deciding which positions require the wearing of safety shoes/boots using recommended standards. Management shall determine the type and quality of such shoes/boots. The employees designated to receive shoes/boots will be allowed to choose directly from a vendor of his/her choice and shall be reimbursed the price of safety shoes/boots up to \$~~125-150~~ per year.

Receipts for shoes must be submitted by September 15th each year.

Receipts submitted after September 15th will be deducted against the next fiscal year's allowance.

Purchases within 30 days of conclusion of employment will not be reimbursed by the Village.

Any safety shoe/boot that is damaged beyond use while the employee is acting in the performance of their official duties shall be replaced by the Village, up to \$~~125-150.00~~, provided that the damage is not a result of negligence.

Such claim must be supported by reasonable proof and shall be subject to approval by the Department Director or his/her designee.

- 25.3** Safety glasses will be provided to those employees where job may be hazardous to eyes and protection warranted.
- 25.4** The Village shall make available immunization shots for tetanus, hepatitis, and diphtheria for all members of the Bargaining Unit as requested on a voluntary basis.

SEIU / Date RH 8/22/24

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Article 268
General Provision

26.1 The Village shall pay the medical, hospitalization, and dental insurance premium for all regular employees.

Existing or comparable coverage with no decrease in benefits shall remain in effect for the duration of this Agreement; however, in the event that the Village can provide for alternative equivalent benefit options for employees, at no additional cost to the employee, then the health insurance coverage for the employee and their dependents may be amended from time to time.

Ninety days prior to any change in Insurance benefits the Village agrees to present the amended coverage proposal to the Union for Impact bargaining whenever possible.

26.2 The employee shall be allowed to place written refutations and or responses into their personnel file and/or departmental work file when those refutations or responses relate to documents placed into the employees' file, which was prepared by management.

26.3 A personnel file for all Village employees is maintained by the Village Human Resource ~~Coordinator Department~~. If a request is made to review an employees' personnel file by someone other than the Department Director, the Human Resource ~~Coordinator Department~~ or the Village Managers' office, shall notify the affected employee of such a request. Consistent with State law, the Village agrees that upon request, a member shall have the right to inspect his/her own personnel records and shall have the right to make duplicate copies of his/her records at no expense. The Village will purge personnel files in accordance with appropriate Florida State Statutes. The employee file maintained by the Human Resource ~~Coordinator Department~~ shall be the official file for each employee.

26.4—The Village shall notify the Union of any third-party, specific request for personal contact information of the entire about bargaining unit members (i.e., public records request).

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Article 279 Pension

278.1 —Employees who are currently participating in the employee's pension plan of the Village will be provided a copy of the plan in its entirety.

27.2 The Existing pension plan shall not be changed without first negotiating proposed changes with the Union and ratifying tentatively agreed upon changes with members of the Bargaining Unit.

27.3 All new employees will become members of the Florida Retirement System (FRS) upon employment.

SEIU / Date RL 8/22/24

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Article ~~30-28~~
Probationary Period

- 28.1** All newly hired or rehired employees shall be subject to a probationary period of six (6) months ~~twelve (12) months~~.
- 28.2** All promoted employees shall be subject to a probationary period of 90 calendar days.
- 28.3** All demoted (voluntary or involuntary) and transferred employees shall be subject to a probationary period six (6) months.
- 28.4** Reimbursement for expenses (i.e., CDL licenses, work shoes, educational classes) will be after successful completion of probationary period.

SEIU / Date PH 8/22/24

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Article ~~31~~29
Worker's Compensation

- 29.1** The Village agrees that all SEIU/FPSU Bargaining Unit Members suffering on-the-job injuries shall be subject and entitled to all provisions of Chapter 440, Florida Statutes, The Worker's Compensation Act.
- 29.2** The Village agrees that SEIU/FPSU Bargaining Unit Members injured on-the-Job shall be paid a full days' wages based on the unit members' normally assigned shift for the day of the accident if the treating physician advises that the member is incapable of returning to work that day.
- 29.3** The Village and the SEIU/FPSU agree that members' work schedule may be changed to avoid the payment of overtime, with the required one (1) week notice, to accommodate a member who is receiving therapy after returning to work for a previous Injury received while on duty.
- 29.4** The Union and the Village, in an effort to minimize workplace accidents and promote workplace safety, will partner to prepare printed materials on workplace safety. Additionally, the Union will hold quarterly safety meetings with bargaining unit members in order to promote wellness, and agree to work to assign at least one (1) Union representative to the Village's safety committee.

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Article 302
Working Out of Classification

30.1 The term "Working Out of Classification" shall be defined as follows:

The transfer of a regular employee for a temporary period from a position in one class to position in another class having a higher maximum rate of compensation, the Department Director, may temporarily assign employees in order to bring about a better distribution of persons in the service, to effect economies or to provide training. Nothing in the Agreement shall be interpreted to preclude the fact that employees may be required to substitute in positions normally of a higher class due to personal leave, or in situations where vacancies exist pending the establishment of appropriate promotion lists.

30.2 Assignments to a higher class shall be limited to a maximum of three (3) months in any twelve-month period, except that upon a written request from the Department Director, the Village Manager may, at his/her discretion, extend assignment of an employee for an additional period not to exceed three (3) months. The time an employee spends under such assignment shall be used for computing any rights in the higher class to which he/she may be so assigned, and will count toward completion of probationary period in the lower class from which assigned.

30.3 Upon termination of assignment, the employee shall revert to the class, status, and pay rate, which he/she occupied immediately prior to his/her assignment to the higher class, and the length of time spent in the higher class shall be applied, to the service time of the lower class.

30.4 Whenever a Bargaining Unit Member is required to serve in a "Working Out of Classification", he/she shall be compensated for each period in that capacity and receive a 5% wage increase of his/her hourly rate of pay for the period.

30.5 All "Working Out of Classification" assignments shall be offered on the basis of qualifications for such assignment in the judgment of the Department Director or his designee in consultation with the Human Resources Department.

30.6 Certified Emergency Communications Training Officer: The Chief of Police or designee may assign certain Emergency Communications Officers as

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Communications Training Officers. If not already certified as a Communications Training Officer, the Emergency Communications Officer shall, within one year of assignment, successfully complete an Association of Public-Safety Communications Officials (APCO) Communications Training Officer Course, or its equivalent. Once assigned, Communications Training Officers shall receive an increase to their base rate of pay in the amount of four percent (4%). The number of Communications Training Officers shall be limited to two (2) and the designated employee(s) shall receive the monetary increase for the duration of the assignment, whether in the process of training an Emergency Communications Officer or not. If the designated employee relinquishes, or is removed from the assignment, the four percent (4%) monetary increase will cease. The Chief of Police or designee shall have the right to determine the selection of Communications Training Officers and to determine their removal from the assignment.

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Article 313
Standby-Recall

- 31.1 Non-exempt employees who are assigned to be "On-Call" during a particular workweek are entitled to receive an additional seventeen dollars and fifty cents (\$17.50) per weekday and twenty-two dollars and fifty cents (\$22.50) per weekend day or holiday during the on-call workweek. Cell phones may be assigned to employees who are on-call for official business only. Only work-related calls, texts, use of approved apps, camera/video functions or Internet usage is permitted. On-Call employees are expected to answer their cell phones immediately. On-Call employees must be able to respond to their assigned workstation regarding the callout issue within 45 minutes.
- 31.2 The Village shall implement an expanded take home vehicle pilot program. The program shall last for the duration of the contract. The take home vehicle program permits On-Call employees who live within fifteen (15) miles of the Village and/or the Village's future annexation area to take their Village-assigned service vehicles home. The Village may, upon providing 30 days' notice to the Union, revoke the pilot program. During the pilot program, no employee shall be required to reimburse the Village for participating in the take home vehicle pilot program. The program is not available to any employees who live outside of the areas referenced herein.
- 31.3 Employees are only permitted to use vehicles for approved work-related duties. Any employee who uses a take home vehicle for non-approved work-related duties will forfeit their use of a take home vehicle for a duration to be determined by their Department Director and may be subject to disciplinary action. In addition, the personal use of a Village-owned vehicle may be considered part of an employee's taxable income and the Village would be required to add the value of the personal use to the employee's wages and subject that value to taxation.
- 31.4 When called out, On-Call employees, who do not live within fifteen (15) miles of the Village and/or the Village's future annexation area and do not take their Village-assigned service vehicle home, will report to their Village workstations to pick up their service vehicle for use during the call-out, and return the vehicle to the Village workstation when their work is

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completed. Employees who are On-Call will report to a call-out issue in their assigned uniforms and with their assigned equipment.

31.5 The personal activities of an employee who is on call are unrestricted, with the exception of activities which would prohibit an employee's ability to perform their job duties in a safe and competent manner, or which would prohibit in employee from responding to the Call- Out issue within 45 minutes. Supervisors, whether or not assigned to On- Call status, shall be available on their Village-issued cell phones in the event of a major emergency.

31.6 A list of employees and supervisors subject to On-Call status will be maintained by Public Works and the Water Plant Superintendents. On-Call employees shall be selected from this list on a rotational basis, each week. Failure of an On-Call employee to answer the Village-provided cell phone and/or failure to report to a call-out issue may result in disciplinary action.

31.7 On-Call employees responding to a call-out issue will be paid a minimum of two (2) hours of compensation when the callback begins between 8:00 a.m. and 12:00 a.m. or three (3) hours of compensation when the callback begins between 12:01 a.m. and the employee's scheduled start time. All time spent by an On-Call employee responding to a call-out issue will be paid at time and one half (1.5). Compensation may be taken as pay or compensatory time.

31.8 On-Call provisions do not apply to an employee held over from his assigned workday, or to such instances in which an employee is called in two (2) hours or less prior to the beginning of his/her scheduled shift.

~~33.1 Non-exempt employees who are assigned to be "On-Call" during a particular workweek are entitled to receive an additional five percent (5%) of their regular hourly pay rate for hours worked during the on-call workweek. Cell phones will be assigned to employees who are on-call for official business only. Only work-related calls, texts, use of apps, camera/video functions or Internet usage is permitted. On-Call employees ate expected to answer their cell phones immediately. On-Call employees must be able to respond to their assigned workstation regarding the callout issue within 45 minutes.~~

~~33.2 The Village shall implement an expanded take home vehicle pilot~~

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~~program. The program shall last for the duration of the contract. The program permits On-Call employees who live within fifteen (15) miles of the Village and/or the Village's Mure annexation area to take their Village-assigned service vehicles home. The Village may, upon providing 30-days' notice to the Union, revoke the pilot program. During the pilot program, no employee shall be required to reimburse the Village for participating in the take home vehicle pilot program. The program is not available to any employees who live outside of the areas referenced herein.~~

~~33.3 Employees are only permitted to use vehicles for approved work-related duties. Any employee who uses a take home vehicle for non-approved work-related duties will forfeit their use of a take home vehicle for a duration to be determined by their Department Director and may be subject to disciplinary action. In addition, the personal use of a Village-owned vehicle may be considered part of an employee's taxable income and the Village would be required to add the value of the personal use to the employee's wages and subject that value to taxation.~~

~~33.4 When called out, On-Call employees, who do not live within fifteen (15) miles of the Village and/or the Village's future annexation area and do not take their Village-assigned service vehicle home, will report to their Village workstations to pick up their service vehicle for use during the call-out, and return the vehicle to the Village workstation when their work is completed. Employees who are On-Call will report to a call-out issue in their assigned uniforms and with their assigned equipment completed. Employees who are On-Call will report to a call-out issue in their assigned uniforms and with their assigned equipment.~~

~~33.5 The personal activities of an employee who is on call are unrestricted, with the exception of activities which would prohibit an employee's ability to perform their job duties in a safe and competent manner, or which would prohibit any employee from responding to the Callout issue within forty-five (45) minutes. Supervisors, whether or not assigned to On-Call status, shall be available on their Village-issued cell phones in the event of a major emergency.~~

~~33.6 A list of employees and supervisors subject to On-Call status will be maintained by Public Works and the Water Plant Superintendents. On-Call employees shall be selected from this list on a rotational basis, each week. Failure of an On-Call employee to answer the Village-provided cell phone~~

~~and/or failure to report to a call-out issue may result in disciplinary action.~~

~~**33.7** On-Call employees responding to a call-out issue will be paid a minimum of two (2) hours of compensation. All time spent by an On-Call employee responding to a call-out issue will be paid at time and one-half (1.5). Compensation may be taken as pay or compensatory time.~~

~~**33.8** On-Call provisions do not apply to an employee held over from his assigned workday, or to such instances in which an employee is called in two (2) hours or less prior to the beginning of his/her scheduled shift.~~

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Article 3~~2~~4
Higher Education and Training

32.1 Educational Incentive shall be provided to bargaining unit employees in the same manner and under the same policies and procedures as are applicable to all other Village employees.

32.2 Reference: Employment Regulations, Tuition Reimbursement Policy

32.3 The plan shall be applicable to any full-time employee of the Village who has been employed by the Village for a minimum of twelve (12) months prior to the date on which the employee makes the request for participation.

32.4 This plan is applicable only to educational programs offered by postsecondary Institutions, which are accredited by the Southam Association of Colleges and Schools, Commission on Colleges.

32.5 Any employee with regular status, with the approval of the Department Director and the ~~HR Director Village Manager or his designee~~, may receive leave and/or financial aid to cover a portion of certain expenses or training provided that:

a) Adequate funds (not to exceed \$2,500 per employee per fiscal year) for such training are available in the budget of the department to which the employee is assigned or available for training funds allocated for such purposes.

b) Completion of such training will improve the employees' job knowledge and increase his/her efficiency.

c) In the event the final examination is failed or the training is not completed, the employee will reimburse the Village for the total cost of all Village expenses involved in such training.

d) Upon completion of a course in an approved program, an employee may apply for tuition reimbursement in an amount equivalent to a portion of the tuition cost according to the following

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schedule:

Course Grade "C"	50% Reimbursement
Course Grade "B" or "Pass"	75% Reimbursement
Course Grade "A"	100% Reimbursement

e) Any person enrolling in an approved degree program shall be eligible for reimbursement at the rate per course established by the regionally accredited institution. ~~Florida Atlantic University for a Bachelor's degree program or Palm Beach State College for an Associate's degree program.~~

f) If the employee leaves the employment of the Village within one (1) year after completion of such training, the employee will reimburse the Village for all Village funds Invested In such training. If the employee leaves the Village within one (1) to two (2) years after completion of such training, the employee will reimburse the Village for one-half (%) of the Village funds Invested for such training.

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Article 3~~3~~5
Voluntary Resignation

3~~3~~5.1 Any SEIU/FPSU Member who submits their voluntary resignation shall give not less than two (2) weeks prior notice thereof, and shall continue employment during the notice period unless otherwise voluntary and mutually agreed upon with the Department Director. Failure to work during the said notice period without agreement shall result in loss of accrued personal leave termination pay on a for day basis.

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Article 3~~4~~8

Health and Insurance Benefits

3~~4~~8.1 Health and Insurance Benefits shall be provided to SEIU/FPSU covered employees in the same manner and under the same policies and procedures including benefit levels and contributions, as are applicable to all other Village employees.

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Article 3~~5~~7
Drug Free Workplace

- 35.1** The Village of Palm Springs is committed to providing a safe work environment for its employees. Substance abuse is a national problem, which impairs the health and safety of employees, promotes crime and harms our community. The Village is addressing this problem by instituting/maintaining a DRUG FREE WORK PLACE ~~PROGRAM~~Policy, In accordance with ~~the FLORIDA DRUG FREE WORKPLACE PROGRAM as provided in Section 440.102, Florida Statutes and Rule 38F-9004, Florida Administrative Code and its Alcohol and Drug Testing Program for DOT-Covered Commercial Motor Vehicle Drivers.~~
- 35.2** The Drug Free Work Place ~~Program Policy~~ and the Alcohol and Drug Testing Program for DOT-Covered Commercial Motor Vehicle Drivers shall be provided to SEIU/FPSU Bargaining Unit Employees in the same manner and under the same policies and procedures as are applicable to all other Village employees.
- 35.3** Reference: Employment Regulations and Personnel Policies/Handbook

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Article 368 Uniforms

36.1 Employees who are required to wear uniforms (Utilities, Public Works and other field personnel) shall receive the following uniform items; ~~Eleven (11)~~ Eight (8) sets of any combination of shorts, pants, short sleeve shirts and long sleeve shirts. Employees will receive the same number of uniform pieces each year to accomplish the task assigned. The cost of the uniforms shall be borne by the Village. Employees will be responsible for the maintenance of their uniforms.

36.2 In addition to the number of uniform pieces outlined above, Utilities, Public Works and other field service personnel shall receive:

- ~~Five (5) t-shirts annually~~ – Maybe replace with hats or sunglasses 1 Hat and 1 pair of safety rated sunglasses each year.
- ~~Windbreaker—Rain—Jacket~~ and other protective apparel will be provided upon request by the bargaining unit member and by the Village's approval and budget availability, during the term of this Agreement.

The Police Department shall provide non-sworn personnel uniforms per the Police Departments General Orders.

All other employees not issued a uniform may receive Village shirts/jackets, as approved by the Village, not to exceed \$125 annually. All purchases are subject to Federal, State and Local taxes in accordance with IRS Guidelines.

Employees shall have the right to waive all or part of the t-shirts, polo style shirts, windbreaker or jacket, based on position.

36.3 Uniforms must be maintained in the condition provided to give professional appearance and follow the Village's Dress Code. Alterations must have prior approval of Department Directors or their designee.

36.4 The Village reserves the right to choose color, style, text and logo identification on all uniforms purchased by the Village

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Article 379
Compensation Plan

379.13 All Bargaining Unit Members will receive a ~~five-three~~ percent (~~35%~~) Across the Board increase, payable the first full pay period of fiscal year 20242-20253 which begins Wednesday, October 25 through Tuesday, October 811. Across the Board increases shall be paid retroactively to the first full pay-period of fiscal year 20242-20253. For the duration of the contract, the minimum and maximum of the pay range shall be adjusted by the same percentage as the Across the Board increase.

379.214 ~~Prior to~~ After the ~~35%~~ Across the Board increases ~~being~~ are-applied, Bargaining Unit Members whose pay rate is below the minimum market pay rate for their position shall receive a salary-market adjustment that will raise their pay rate to the minimum market pay rate established as a result of the 20242 pay plan salary-survey. The salary adjustment shall be paid retroactively to the first full pay period of fiscal year 20242-20253.

379.315 ~~After the market pay rate adjustments are made to eligible Bargaining Unit Members, pay equity adjustments will be applied to the pay rate of those eligible Bargaining Unit Members to provide credit for the time the member has served in the position. Pay equity adjustments shall be paid retroactively to the first full pay period of fiscal year 2022-2023.~~

379.416 ——— Effective April 1, 2023, all Bargaining Unit Members will receive a one percent (1 %) Across the Board increase, payable the first full pay period after April 1, 2023 which begins Wednesday, April 5 through Tuesday, April 11.

379.517 ~~For the duration of the contract only Employees who are identified in Appendix B ("Topped Out") at the time of the adjustments for fiscal year 2024-2025 shall be permitted to exceed the maximum of the pay range for merit increases, and shall only receive Across the Board increases.~~

379.618 All Bargaining Unit Members shall be evaluated, in order to be eligible for a two (2%) merit increase for fiscal year 2024-2025, but no merit increases shall be provided for fiscal year 2022-2023. If a score of 27 is received on the General Employee Evaluation, the member can

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appeal. (but not grieve) within ten (10) calendar days to their Department Director with the Village Manager being the final decision maker. If a score of less than 36 is received on the Supervisor Employee Evaluation Form, the member can appeal (but not grieve) within ten (10) calendar days to their Department Director with the Village Manager being the final decision maker.

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AD 10/8/24

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Article 3840
Grievance-Arbitration Procedure

38.1 A grievance is defined as a dispute between the parties, which includes, but is not limited to, the interpretation and application of the terms of this Agreement.

The grievance procedure is as follows;

D.) Step 1 - An employee or Union representative may present a written or oral grievance to the ~~Union representative~~ department director within ten (10) working days of the occurrence giving rise to the grievance. The employees' department director shall be notified immediately by the Union, and together they shall attempt to resolve the grievance within five (5) working days after the grievance is presented to the department director.

E.) ~~Step 2 - If the grievance has not been satisfactorily resolved at Step 1 within five (5) working days, the Union representative may submit the grievance, in writing, to the Human Resources Director within ten (10) working days from the date upon which the Department Director's Step 1 response is due. The written grievance shall explain the basis of the grievance, the specific Article and Section of the agreement allegedly violated, and a proposed remedy. The HR Director shall attempt to resolve the grievance and shall render a decision in writing within five (5) working days after it has been presented.~~

F.) Step 3 - If the grievance has not been satisfactorily resolved at Step 1, the Union representative may submit the grievance, in writing, to the Village Manager within ten (10) working days from the date upon which the ~~Union's Human Resource Director's Step 4~~ response is due. The written grievance shall explain the basis of the grievance, ~~the specific Article and Section of the agreement allegedly violated,~~ and a proposed remedy. The Village Manager shall attempt to resolve the grievance and shall render a decision in writing within five (5) working days after it has been presented.

G.) Step 4 - If the grievance is not resolved in Step ~~23~~, Union may request a final and binding disposition by filing a written request for arbitration with the Federal Mediation and Conciliation Service (FMCS) within sixty (60) calendar days of the completion of Step 3. The Union shall have the exclusive right to proceed to arbitration on

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behalf of the Villagegrievant.

38.2 Failure of either party to respond within the timeliness guidelines of a grievance shall result in the grievance being advanced to the next step.

38.3 The cost of the arbitration shall be divided equally between the parties.

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Article 3941
Work Stoppages

39.1 There shall be no strikes, work stoppages, slowdowns, mass resignations, sickouts, or other job action or refusal to perform assigned work by the employees covered under this agreement.

39.2 It shall be a violation of this agreement for any employee, while on duty, to fail or refuse to cross any picket line or other demonstration if such failure or refusal in any way delays or interrupts performance of work.

39.41.3 The parties agree that any employee who participates in or promotes any of the aforementioned activities may be discharged or otherwise disciplined by the Village. Nothing herein shall restrict the Village from levying different disciplinary actions against different employees based on their involvement in activities prohibited hereunder.

41.439.4 The Union recognizes that the Village and the employees, covered hereunder are responsible for and engaged in activities which are the basis of health, safety and welfare of the Villages citizens and that; therefore, any violation of this article would give rise to irreparable damage to the Village and the public at large. For the purpose of this Article, it is agreed that the Union shall be responsible and liable for any act by its agents, representatives, and/or officers, which act constitutes a violation of this Article. Accordingly, it is understood and agreed that in the event of any violation of this article, the Union agrees to the issuance of legal and equitable relief against the Union, its officers, and agents, in accordance with applicable laws.

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Article 402
Shift Differential Pay

40.1 Shift differential will be paid to those employees permanently assigned to eight (8) hour shifts other than first shift as follows:

Second Shift	(4 p.m. – 12 p.m.)	\$0. 80 ⁶⁵ /hour
Third Shift	(12:01 a.m. – 8 a.m.)	\$ 1.00 ^{0.85} /hour

40.2 This article also applies to Emergency Communications Officers who work twelve (12) hour shifts.

40.240.3 Shift differential will only be paid on hours actually worked. All leave on holidays not worked will be paid at the basic hourly rate and will not include shift differential.

40.340.4 When overtime is worked, the shift differential will be paid on hours worked and will be used in computing the time and one-half rate.

40.440.5 Employees permanently assigned to a second or third shift will receive their base rate plus the their shift differential no matter what hours they may work on a temporary assignment (1st, 2nd, or 3rd). Employees permanently assigned to first shift will not receive shift differential for coming in early or staying late.

40.540.6 Employees when assigned by Department Director or designee to a shift other than their permanent shift will receive shift differential pay as outlined above.

Article 4~~13~~
Local Emergency Pay Conditions

41.1 Definition: Local emergency condition; a condition where regular operations of the Village are severely limited/suspended by a local declared emergency.

41.2 The purpose of this article is to describe how employees are to be paid in the event of a serious designated Village local emergency, i.e. hurricanes, tornados, gas leaks, terrorist events. The Implementation of the emergency conditions pay policy will occur when an authorized Village official issues a proclamation declaring a state of local emergency in the Village. The state of local emergency shall continue in effect until rescinded by the Village Manager, only after sufficient recovery, when a return to normal business hours can occur.

A. Hourly (non-exempt) employees

1. All hours actually worked shall be recorded as regular hours.
2. Employees will be paid their regular compensation of all hours they are schedule to work, but released from work.
3. Employees will be paid at a premium rate of time and one half for all hours actually worked during the emergency declaration.
4. Shift personnel scheduled on a day off and did not work, no compensation will be paid.
5. Shift personnel on a scheduled day off and called to work shall be paid for hours worked at time and one half for all hours worked.
6. Leave requests approved prior to a declared emergency will be honored if In the Department Directors opinion the absence will not adversely affect the Village operations.

41.3 Employees who are directed to report for work during the designated emergency and fall to do so are subject to discipline up to and Including dismissal.

| **4~~13~~.4** Employees must understand that some employees could be assigned to other departments/tasks/responsibilities not normally associated with their permanent position. This is necessary for the general welfare and

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operation of the Village during a designated emergency.

- | **413.5** Employees, following the end of the declared local emergency, will be compensated following approved guidelines as established by labor agreements or employee regulations.

Reference: Employee Regulations – Emergency Pay Plan

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Article 42
Union Leave

- 42.1** Bargaining unit employees, when requested by the Union, may be granted Union Leave for the purpose of working for the Union away from the Village. Up to two (2) members may be granted Union Leave of up to eighty (80) hours. The Union will reimburse the Village so there is no loss of wages, benefits, or other associated costs.
- 42.2** The Union will hold harmless the Village while the employee is working for the Union.
- 42.3** Under no circumstances will the employee on Union Leave take any action deemed inappropriate towards the Village.

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Article 435
Duration of Agreement

~~43.1~~ ~~45.0~~ Effective upon ratification of t[his Agreement shall become effective on October 1, 2024, the language negotiated by the Parties in Articles 5, 26, 33, 39, and Appendix B of the CBA shall be added to their respective articles. Article 39 and shall remain in effect until midnight on September 30, 2027 or upon PERC issuing an order revoking the certification of the Union, whichever occurs first. Any provisions contained in the previously ratified articles of the CBA not expressly mentioned in this Re-opener Agreement shall remain in full force and effect. Each party shall have the right to reopen one (1) Article for the fiscal years 2025/2026 and 2026/2027 and the Wage Article. Both parties must notify each other of their intentions to start negotiations between March 1st and May 30th prior to the applicable fiscal year.

~~43.2~~ The parties agree that the ratification of this Agreement resolves all open issues for the period of this Agreement.

~~THIS AGREEMENT was tentatively agreed upon by the Village Manager's designee and SEIU/FPSU's Chief Negotiator and Agent.~~

FOR THE SEIU/FPSU

FOR THE VILLAGE

Rodrigo ChiefHidalgo
Chief Negotiator and Agent
SEIU/FPSU

Michael Bornstein Village
Manager

THIS Agreement was ratified by the parties on the last date shown below:

Joseph BrennerRodrigo
Hidalgo
SEIU/FPSU

Bev Smith Mayor

Village/Date

10/16/24

Union/Date

10-8-24

Date

Date

Village/Date AO 10/4/24

Union/Date RI 10-8-24