

Tentative CBA 06-30-2026

AGREEMENT

Between

The City of Boca Raton

&

The SEIU, Florida Public Services Union, CTW, CLC



October 1, 20~~25~~²² – September 30, 20~~27~~²⁵

ARTICLES OF CONTRACT

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AGREEMENT

THIS AGREEMENT is entered into by the CITY OF BOCA RATON, FLORIDA, a municipal corporation, hereinafter referred to as the "City" and Service Employees International Union SEIU/Florida Public Services Union, CTW, CLC hereinafter referred to as the "Union".

PREAMBLE

WHEREAS, it is recognized by the parties hereto that the declared public policy as expressed in Part II, Chapter 447, Florida Statutes is to promote harmonious and cooperative relationships between the City and its employees, both collectively and individually, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of City government; and

WHEREAS, it is the intention of the parties to this Agreement to set forth the entire agreement with respect to matters within the scope of negotiations;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties do agree as follows:

ARTICLE ONE

RECOGNITION

SECTION 1: This Agreement between the City and the Union is entered into for the purposes of establishing wages and other conditions of employment, to promote harmonious relations between the City and the Union, and to establish an orderly and peaceful means for resolving differences which might arise concerning the interpretation or application of this Agreement.

SECTION 2: The terms and conditions of this Agreement shall apply to all Classified Service employees in those positions set forth in Appendix AB, Bargaining Unit Classifications. Wherever the term 'employee' is used, it shall mean 'bargaining unit members'.

SECTION 3: Pending a decision of the Public Employees Relations Commission (PERC) on a unit clarification or other petition filed by the City or the Union regarding the bargaining unit, all positions except those specified in Section 2 shall be exempt from the terms of this Agreement. Pending such decision, the City is granted the exclusive right to establish wages and conditions of employment for all positions except those specified in Section 2.

SECTION 4: Expansion of Bargaining Unit.

a) The parties recognize that PERC is the approving authority in all cases of unit determination.

b) In the event a classification(s) not now covered by Section 2 of this Article is created by the employer and provided the parties agree that such classification(s) should be

embraced within the bargaining unit; then the employer will provide the Union with a job description of such classification(s).

c) When the parties disagree that the classification(s) should be included in this bargaining unit, the following shall apply:

1) The Union may initiate the proper petition to PERC for a determination of the issue.

2) Employees who may be affected shall have the option of continuing their relationship with the Union or discontinuing their relationship until the issue is resolved by PERC; providing that the employer does not consider the classification(s) as supervisory, managerial, professional or white collar; in this case the employees who may be affected shall be excluded from the bargaining unit.

SECTION 5: In the event the City establishes a new job classification and pay rates within the bargaining unit during the term of this Agreement, the City shall present them to the Union for discussion purposes only. Further, should the City modify an existing job classification during the term of the Agreement, such proposed modification shall be presented to the Union for discussion purposes only. This section shall not be deemed to diminish the City's rights under Article Two, hereof.

SECTION 6: The City will maintain a copy of the most current agreement on the City's internet and intranet sites.

ARTICLE TWO

MANAGEMENT RIGHTS

SECTION 1: The Union and the bargaining unit employees recognize that the City has the exclusive right to manage and direct the various departments of the City. Accordingly, the powers and authority which the City has not specifically abridged, delegated, or modified by the express provisions of this Agreement are retained by the City. Therefore, the City specifically, but not by way of limitation, reserves the exclusive right to determine the mission of the City and its various departments, divisions and other units of organization; set standards of service; establish and implement policies and procedures related to employment, promotions, position classification, take disciplinary action against an employee for just cause, transfer, assign, and schedule employees; subcontract work; merge, consolidate or close a department or any part thereof or expand, reduce, alter, combine, assign or cease any job; control the use of equipment and property of the City; fill any job on a temporary, emergency, or interim basis; determine the number, location and operation of headquarters, annexes, divisions, substations, and departments thereof; schedule and assign the work to the employees and determine the size and composition of the work force; formulate and implement departmental policy, rules and regulations; and introduce new or improved services, maintenance procedures, materials, facilities and equipment. If the City fails to exercise any one or more of the above functions from time to time, it shall not be deemed a waiver of the City's right to exercise any or all of such functions. Any right or privilege of the City not specifically relinquished by the City in this Agreement shall remain with the City.

SECTION 2: If in the sole discretion of the City Manager, it is determined that a local state of emergency is declared pursuant to the City Code of Ordinances, the provisions of this Agreement may be suspended by the City Manager during the time of such

emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

SECTION 3: This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior Agreements, commitments, and practices.

ARTICLE THREE

RIGHTS OF EMPLOYEES

SECTION 1: All employees in the bargaining unit shall enjoy those rights and privileges provided by the laws of the United States of America, the State of Florida, the ordinances of the City of Boca Raton and the Personnel Rules and Regulations. Provided, however, that a claim of violation of any such rights or privileges shall not be subject to the grievance and arbitration procedure contained in this Agreement or set forth in Section 447.401 Florida Statutes; but shall be subject to the method of review prescribed by such applicable law. Provided further that nothing herein shall prohibit or limit the right of the City to legislate or to alter the Personnel Rules and Regulations. Such right to legislate or alter is limited by the obligation of the City to collectively bargain with respect to any change in the wages, hours or terms and conditions of employment specifically provided for in the Agreement.

SECTION 2: Nothing in this Agreement shall require an employee to become or to remain a member of the Union or to pay any monies to the Union. Management or the Union shall not unlawfully discriminate against an employee based on Union involvement or lack of Union involvement.

SECTION 3: Whenever a vacancy in the bargaining unit is to be filled, job announcements for that vacancy will be advertised internally and, as the City deems appropriate, externally.

SECTION 4: Nothing in this Agreement shall be deemed to limit the rights of any employee to consult on any matter not grievable with any supervisory or managerial official via the

appropriate chain of command provided such consultations shall in no way interrupt, delay or otherwise interfere with effective, proper and superior service to the City and the community. Such discussions shall not include any item reserved to the City in Article 2 hereof. In this regard, the employee may be represented by a person of choice provided, however, if such person is a union steward, such representation shall be in accordance with the provisions of Article 4 hereof.

SECTION 5: Any employee who feels improperly classified may request an audit of his position to the Human Resources Director via his immediate supervisor.

SECTION 6: Whenever the City determines an employee is to be administered discipline, said discipline will be taken within a reasonable period of time of the date of the occurrence of the incident which gave rise to the discipline.

SECTION 7: The City will provide employees with requested copies of materials contained in their personnel file at no cost to the employee or his/her designated representative.

SECTION 8: Bargaining unit members shall have the option to place a written rebuttal into their personal file in response to any negative document placed therein. Bargaining unit members shall have the right to inspect their personnel files.

SECTION 9: Bargaining unit members shall have the right to have a Union representative present at meetings with management as provided by law including questioning that involves discipline or may lead to discipline, as more specifically provided in Article 4, Section 6.

ARTICLE FOUR

UNION REPRESENTATION

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

SECTION 2: The City agrees to recognize the president and one other Officer or staff representative, a chief steward and seven (7) stewards designated by the Union as provided in Section 3 of this Article. The Union shall furnish written notice to the City Manager of such Union officials and stewards prior to becoming effective.

SECTION 3: The Union may designate one chief steward from among the regular full-time employees and a total of seven (7) stewards from among the regular full-time employees in each of the following departments and/or divisions:

- | | |
|------------------------|---|
| 1) Recreation Services | 3 |
| 2) Utility Services | 2 |
| 3) Municipal Services | 2 |

SECTION 4: The Chief Steward or other Union Steward shall be permitted reasonable access at reasonable periods of time to all work locations of unit members upon approval of the Department Head of the concerned divisions to handle specific grievances and matters of application and interpretation of this Agreement. The exercise of such rights shall not interfere with the performance of the duties of any City employee. Such rights will not be granted to the Chief Steward and other Union Steward while they are receiving compensation from the City. The Chief

Steward or other Union Steward may request and will be granted time off without compensation from City funds in order to investigate grievances and matters of application or interpretation of this Agreement. The City may deny such time off where excess time off is taken.

SECTION 5: A steward shall be allowed to attend meetings scheduled by management to hear or resolve grievances filed in accordance with Article Thirteen without loss of compensation when such meetings are scheduled during the steward's regular working hours.

SECTION 6: An employee may request either a union steward or another representative be present during any disciplinary investigations in which the employee is being questioned relative to alleged misconduct of the employee or of other employees. The City will wait no longer than thirty (30) minutes from the start of the scheduled meeting for the arrival of either a union steward or another representative. The City shall make an effort to inform the employees of their right to union representation. If the City fails to advise the employees of their right to representation, it shall not be grievable or in any way mitigate whatever disciplinary action is taken.

SECTION 7: There shall be created a Union Time Pool. Each bargaining unit member shall be allowed to voluntarily contribute, twice annually, as designated by the Union, annual leave, or compensatory time for Union business. This time may be used for Union business upon request by the Union Stewards. A written request for the Union time pool shall be submitted to the department head or the designee in advance of the requested time off for union business away from the City, grievance investigation, arbitration, Civil Service Board hearings or any other Union business. Written approval must be received in advance.

ARTICLE FIVE

NON-DISCRIMINATION

SECTION 1: The City and the Union agree not to engage in any discriminatory activity prohibited by law.

SECTION 2: A claim of discrimination by an employee against the City shall not be subject to the grievance or arbitration procedures contained in this Agreement but shall only be subject to the method of review prescribed by law or by rules having the force and effect of law.

SECTION 3: The Union agrees to support the Equal Employment Opportunity Plan.

SECTION 4: All references in this Agreement to the male gender are used for convenience only, and shall be construed as gender neutral.

ARTICLE SIX

DUAL EMPLOYMENT

Dual employment outside city government is defined as business engaged in or services rendered on behalf of any employer other than the City of Boca Raton for which the employee receives some form of compensation. Dual employment outside city government during those hours in which the employee is required to work by and for the City is prohibited. However, such employment may be performed at times other than the employee's working hours provided it does not interfere with the ability or availability of the employee to perform assigned duties; and provided that such employment shall not involve an activity that could result in a conflict of interest.

On a form agreed to by the Union and provided by the City, employees must advise the City in writing prior to engaging in dual employment. All reports shall specify the organization where the dual employment will be performed, the nature of the work to be performed, the hours, and the duration of the employment.

Reserve military duty shall be exempt from this policy and shall not be considered as dual employment.

Employees currently engaged in dual employment shall report such activity to the City Manager within thirty (30) days of the effective date of this Agreement.

ARTICLE SEVEN

PROHIBITION OF STRIKES

SECTION 1: No employee, Union or officer or agent shall instigate, promote, sponsor, or engage in any strike, slow down, concerted stoppage of work, or any other intentional interruption of the operations of the employer, regardless of the reason for doing so. Any and all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the employer. Such discharge or discipline shall not be the subject of any grievance procedure or appeal procedure provided in this Agreement except as to the question of fact.

SECTION 2: In the event of a strike, slow down, concerted stoppage of work, or other intentional interruption of the operations of the employer regardless of reasons for doing so, the Union shall take direct and immediate action to the fullest extent of its power and influence to bring about a cessation of such activities.

SECTION 3: The employees and the Union, individually and collectively, found to be in violation of this Article shall be liable for any damages or costs which might be suffered by a public employer or other party affected as a result of a violation of the provisions of this Article, in accordance with law.

ARTICLE EIGHT

DUES DEDUCTION

The City shall not deduct union dues from employee paychecks. Employees wishing to be members of the Union shall pay dues directly to the Union.- In the event Chapter 447 is amended by the State to allow the deduction of union dues from employee paychecks, the Union shall have the right to reopen this article for additional bargaining regarding dues deduction.

~~_____ Upon the written, electronic, or voice authorization of an employee the City agrees, for the term of this Agreement or the effective period of this Agreement, to deduct from the wages of each employee the sums certified as union dues, and COPE (Committee on Political Education) contributions before the seventh (7th) of the following month, transfer the sums electronically, to the Union, with a list of individuals who have paid and the amount paid in each category for that period. Such deductions shall not be made unless the Union remains the certified bargaining agent. If any employee does not have a check due him/her, or the check is not large enough to satisfy the assignments, no collection shall be made from the employee for that month.~~

~~_____ Individual employees desiring dues to be withheld from their paycheck shall sign a standard form (signing the form may include consenting to electronic/voice authorizations). It is understood that any authorization for such payroll deductions shall be voluntary on the part of the employee and may be canceled upon thirty (30) days written notice to the City.~~

~~_____ The form authorizing the deduction of dues and the form canceling the deduction of dues shall be the form agreed to between the parties hereto. The agreed upon form shall be furnished to the employees by the Union. Evidence of electronic and voice authorizations will be maintained by the Union and furnished upon request of the City.~~

~~_____ Such fees will be authorized, levied, and certified in accordance with the Constitution and by laws of the local Union. Each employee and the Union hereby authorize the City to rely upon and to honor certifications by the Union President or designee of the local Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union Assignees shall have no right or interest whatsoever in any money authorized withheld until such money is actually paid over to them. The City or any of its officers and employees shall not be liable for any delay in carrying out such deductions, and upon forwarding check in payment of such deductions by mail to the assignee's last known address, the City and its officers and employees shall be released from all liability to the employee assignors and to the assignees under such assignments.~~

ARTICLE NINE

BULLETIN BOARDS

SECTION 1: The Union shall be authorized to utilize a bulletin board or portion of a bulletin board in each area where unit employees normally are assigned to work. These bulletin boards shall be used for posting Union notices signed by a recognized steward or Union Representative, but such notices shall be restricted to the following:

- a) Notice of Union recreational and social affairs.
- b) Notice of Union elections and results of such elections.
- c) Notice of Union appointments and other official Union business.
- d) Notice of Union meetings. Copies of such notice shall be provided to the City

Manager within twenty-four- (24) hours of posting.

SECTION 2: Any other information may be posted on designated bulletin boards only upon the prior approval of the City Manager. All costs of preparing and posting Union materials shall be borne by the Union. The Union is responsible for posting and removing approved materials on designated bulletin boards and for maintaining such bulletin boards in an orderly condition.

Any Union violation of this Article shall entitle the City to suspend the rights provided under this Article.

ARTICLE TEN

SAFETY AND HEALTH

SECTION 1: The City will make every reasonable effort to provide and maintain safe working conditions. The City will receive and consider written recommendations with respect to unsafe conditions or other safety ideas from any employee or the Union. Within fifteen (15) days the City shall give a written reply regarding the disposition of such recommendation.

SECTION 2: The City shall provide uniforms as specified in Article Thirty, Uniforms. The City shall also supply tee shirts, hats, baseball caps, hard hats, gloves, and portable radios when required, and shall replace, upon presentation, worn or damaged articles, provided that the City will not be responsible for replacement or repair of property other than that issued by the City, unless specifically excluded elsewhere in the Agreement. However, equipment or uniforms issued by the City which are damaged or lost through negligence will be replaced at the employee's expense at the original or replacement cost to the City, whichever is less. The first time an employee loses or damages City equipment or uniforms through negligence, the employee, in addition to paying for the item, will receive a reprimand. For future losses, in addition to paying for items lost or damages, progressive discipline will apply. Employees are required to wear uniform items and equipment supplied by the City during all work hours and are also required to wear safe/appropriate clothing items. Employees who fail to wear required uniforms or work clothing in an appropriate manner during work hours will be subject to disciplinary action, unless they receive written approval from a department head to wear other clothing.

SECTION 3: All equipment or uniforms provided by the City shall be returned to the City upon termination of employment, or transfer to work where such is not required. Failure to turn

in equipment at the time of termination shall result in the City deducting the equipment replacement value from the employee's pay.

SECTION 4: Those employees of Ocean Rescue who are assigned to lifeguard duties will be provided adequate protection from sun and weather by the City. In addition, the City agrees to provide goggles, sunscreen lotion, bathing suits, and winter jackets as required by the department for those assigned to actual Ocean Rescue and Aquatics duties. All lifeguards shall receive a \$60 annual sunglass allowance.

Park Rangers, motor pool employees and any other category of employees deemed appropriate by the City shall be provided with winter jackets and sunscreen as needed and approved by the Department Head. In all instances when an employee requests a new winter jacket they must supply the used jacket in order to demonstrate the need for a replacement.

SECTION 5: When an employee's on-the-job injury temporarily prevents him/her from performing the full scope of his/her assigned duties, the Department Director, at his/her discretion, may elect to assign him/her to other duties in the City that are compatible with the employee's physical limitations, as determined by the City's doctor. The City of Boca Raton is a light duty employer pursuant to the Florida Workers Compensation Statute. An employee shall accept a light duty assignment within the limitations provided by their physician to the City, unless on approved FMLA.

SECTION 6: A labor-management committee consisting of two members appointed by the Union and two appointed by the City Manager shall convene to develop a list of specialty tools recommended for access by employees required to use such tools. The list shall be presented to

the City Manager who shall make the final determination on the composition of the list. The City will purchase and maintain one each of such tools except where frequency of use indicates that the purchase of a duplicate tool would enhance the efficiency of the department garage.

SECTION 7: The City's Safety Committee and Accident Review Board shall include two (2) dues paying Union members appointed by the Chief Steward. The Union shall rotate the Union membership on the Accident Review Board each year on October 1st. The City may, after notice to the Union and an opportunity to meet, discontinue the Accident Review Board.

SECTION 8: Employees are prohibited from using any personal electronic devices, including but not limited to cell phones, ear buds and headphones while on duty. Employees may only use personal electronic devices: (1) on their break: (2) during lunch time: (3) for accessing training, compensation, or information that is available on City systems; ~~or~~ (4) for emergencies. Employees are prohibited from using any electronic devices while operating a City vehicle or other City equipment. Any infraction of this section shall result in disciplinary action up to and including termination.

SECTION 9: Any employee who is found to be "at fault" for a vehicle accident, as determined by the Accident Review Board and the City, shall be subject to discipline up to and including termination.

ARTICLE ELEVEN

PROBATIONARY PERIOD

SECTION 1: All initial probationary employees in the Classified Service shall be considered in probationary status during an initial 365 calendar day probationary period of continuous, uninterrupted service. The City Manager may extend the probationary period of an employee for good and sufficient reason, not to exceed 60 calendar days. The probationary period shall be regarded as an intrinsic part of the examination process and shall be utilized for observing the employee's performance and adaptation to City employment.

During this probationary period, employees shall be subject to dismissal without the filing of specific charges, and shall not have access to any grievance or appeal procedure for disciplinary matters. A terminated probationary employee may request and will be granted an exit interview with his/her immediate supervisor to discuss the basis for termination. It shall be incumbent on all supervisors to carefully review performance of all probationary employees and to recommend removal of personnel with less than satisfactory performance from their positions prior to the end of the probationary period.

Only after the satisfactory completion of the probationary period, which shall be made a matter of record in the employee's personnel file, shall the employee attain permanent status in the Classified Service. Certification of satisfactory completion of probationary periods shall require the written approval of the City Manager or his or her designee(s).

SECTION 2: Whenever an employee in the Classified Service is appointed to a different classification, the employee shall be required to serve a 180 calendar day probationary

period of continuous uninterrupted service in the new classification before attaining permanent status in the new classification. Employees holding permanent status in the Classified Service shall retain their rights during this period; provided, however, that when an employee is promoted and subsequently demoted prior to attaining permanent status in the higher classification, such demotion shall not be grievable or appealable to the Civil Service Board. Probationary employees who are appointed to a different classification during their initial probationary period shall not attain permanent status in the Classified Service until they have served 180 calendar days of continuous service in the new appointment.

SECTION 3: Employees appointed to a position in a Trainee status shall not have the time served in that status credited to the required probationary period.

SECTION 4: Initial probationary employees may be union members. In addition, they shall enjoy the economic benefits provided in this Agreement and have access to the grievance procedure as provided by this Agreement, except that they shall not have the right to grieve discipline or dismissal actions.

ARTICLE TWELVE

SENIORITY AND LAYOFF

SECTION 1: Seniority shall consist of continuous full time service as follows:

- a) City seniority shall be computed from the most recent date of full time employment or reemployment, and shall be used for purposes of scheduling and layoff.
- b) Classification seniority shall be computed from the date of full time appointment in the classification.

SECTION 2: Layoffs. When a position in the classified service is vacated, discontinued or abolished because of a lack of work, or funds, or material ban, or a change in the duties and responsibilities of the position or in the departmental organization, the City Manager shall notify the Human Resources Director and the Union of the positions to be vacated, discontinued or abolished, together with the reasons therefore.

Upon receiving such notice, the Human Resources Director shall, as soon as possible, furnish in writing to the City Manager and the Union the names of employees to be laid off in the following order:

- a) Layoffs shall be selected within a classification. No employee in the affected class with permanent status in the classified service shall be laid off if an employee who does not hold permanent status in the classified service would continue to serve in the class. The order of layoff among employees who do not have permanent status in the classified service shall be discretionary with the City Manager. Within the class, all employees who have permanent status in the classified service shall be ranked on a layoff list based on the total number of service credits. Service credits shall consist of one (1) point for each month of continuous City employment.

Continuous employment shall include any period of authorized absence with pay. However, no credits shall be awarded for periods during which an employee was rated unsatisfactory, as evidenced by an official performance evaluation.

b) The layoff list shall be prepared by totaling service credits and ranking the employees within the class in order, placing the employees within the class in order, placing the employee with the lowest number of credits at the bottom of the list. Layoff shall be in inverse order beginning at the bottom of the list. The total number of positions in the class to be discontinued or abolished will determine the number of employees to be laid off.

c) Should two (2) or more employees have the same number of service credits, the order of layoff shall be determined by giving preference for retention in the following sequence:

- 1) The employee with the longest service in the class.
- 2) Employees who are entitled to veteran's preference.
- 3) The employee with the highest average overall performance rating in the current class.
- 4) Discretion of the City Manager.

SECTION 3: Notice of Layoffs. The City Manager, upon recommendation of the Human Resources Director, shall notify the employee(s) to be laid-off. Notification of layoff shall be in writing, shall indicate the day such layoff becomes effective and, whenever possible, shall precede the actual layoff date by two weeks, and but in no case shall less than one week elapse between notice of layoff and the date such layoff begins. Termination of employment as a result of layoff shall not be appealable to the Civil Service Board.

Laid-off employees shall have recall rights for a period of twelve (12) months from the date of the layoff. No new employees may be hired for a position where a laid-off employee is still in layoff status. Employees shall be recalled in the inverse order of the layoff in their job classification. The City shall recall employees via a written document using the US Mail service. Recall letters shall be sent certified, with a return receipt requested. Employee shall have ten (10) business days to respond to the recall letter. A laid-off employee who is temporarily unable to return to work due to medical reasons (as verified by the City paid physician) shall receive an extension of recall rights not to exceed four (4) months.

SECTION 4: Shift Assignment. Certified Water Plant Operators and Wastewater Plant Operators may bid for established shift assignments at their respective facility. Shift bidding shall take place once a year on July 15th. The certified operator with the greatest length of classification seniority shall select first and the process shall continue until all operators have been assigned to a shift as follows: Water Plant Operators and Wastewater Plant Operators with “A” Certifications may bid for established shift assignments at their respective facilities based on their seniority. Water Plant Operators and Wastewater Plant Operators without “A” Certifications may bid for established shift assignments at their respective facilities, but such assignments may be re-assigned by the City. Notwithstanding any shift selection based on bidding as set forth above, the Department Director may, in his/her discretion, assign two of the first shift operators.

It is understood that management reserves the right to designate lead operators as well as the shift said employees shall be assigned. Nothing herein shall be construed to prevent the department from assigning or transferring employees involuntarily for the purpose of filling vacancies. A certified Water Plant Operator and Wastewater Plant Operator assigned to a shift to fill a vacancy shall be granted the option to return to his/her bided shift when the vacant position is filled.

SECTION 5: Classified employees with permanent status who are assigned to shifts which include Saturday and Sunday may request reassignment to vacancies in their job

classification, which are on shifts that do not include Saturday and Sunday. Provided that the employee's current job performance has been satisfactory and provided that the employee is qualified to perform the full scope of duties assigned to the requested position, employees shall be appointed to the requested positions when such vacancies arise and the City announces its intent to fill them. If more than one employee requests the same assignment, the appointment shall be given to the requesting employee with the most classification seniority.

ARTICLE THIRTEEN
GRIEVANCE PROCEDURE

SECTION 1: The following is the procedure for the resolution of grievances, which are defined as disputes involving the interpretation or application of this Agreement and disputes involving discharge, suspension or an involuntary demotion.

SECTION 2: Every effort shall be made by the parties to settle any grievance as expeditiously as possible. Should the grieving party fail to observe the time limits as set out in the steps of this Article, the grievance shall be considered conclusively abandoned. Any grievance not answered by management within the prescribed time limit may be advanced to the next step. Time limits provided herein may be extended if mutually agreed upon in writing by management and the grievant, or the union representative if the grievant exercises the option of union representation. For the purposes of this Section, weekday shall mean Monday through Friday, exclusive of City observed holidays.

SECTION 3: The parties agree that the grievance procedure shall be the sole and exclusive method, except as otherwise provided, for resolving any dispute involving the application or interpretation of this Agreement, or any matter involving discharge, suspension, or involuntary demotion, provided that any employee may, at the employee's option, pursue a grievance over discharge, suspension or involuntary demotion through the procedures of the Civil Service Board rather than through this grievance procedure. Involuntary demotion appointments resulting from reclassification shall not result in a reduction in pay to the incumbent and shall not be grievable or appealable. An employee may utilize the grievance procedure provided for in Section 4 or may utilize the Civil Service procedure, but not both. An employee utilizing the grievance procedure of Section 4 shall by such action conclusively abandon any right to Civil Service Board procedures.

SECTION 4: The grievance shall be presented in the following manner:

Step 1. The employee or Union Representative shall first present the grievance to the employee's immediate supervisor within ten (10) workdays of the occurrence of the event(s), which gave rise to the grievance. Such contact between the employee or Union Representative and the immediate supervisor may be on an oral basis, but shall be specifically identified as a grievance by the employee or Union Representative and noted by the immediate supervisor. The immediate supervisor shall respond in writing within ten (10) workdays of hearing the grievance.

Step 2. Any grievance that cannot be satisfactorily settled with the employee's immediate supervisor shall be reduced to writing by the employee or Union Representative and shall next be presented to the employee's division head. The grievance must be presented to the division head in writing within ten (10) workdays of the immediate supervisor's reply. The written grievance at this step and all steps thereafter shall contain the following information:

- 1) A written statement of the grievance, including date of occurrence, and details and facts upon which the grievance is based.
- 2) The Article(s) and Section(s) of the Labor Agreement alleged to have been violated.
- 3) The action, remedy, or solution requested by the employee or Union Representative.
- 4) The signature of the aggrieved employee or Union Representative.
- 5) A copy of the Step 1 written response.
- 6) The division head shall render a decision on the grievance, in writing, within ten (10) workdays after presentation of the grievance.

Step 3. Any grievance that cannot satisfactorily be settled with the division head shall next be presented to the department head or his designee. The grievance and the Step 1 and 2 response shall be presented to the department head or his designee within ten (10) workdays after receipt of the response of the division head. The department head or his designee shall within ten (10) workdays render a decision in writing.

Step 4. In the event the employee is not satisfied with the disposition of the grievance by the department head or his designee, the employee or Union Representative shall have the right to appeal the decision to the City Manager within ten (10) workdays of the date of issuance of the department head or his designee's decision. Such appeal must be accompanied by a copy of the written grievance and all prior responses. The City Manager shall within fifteen (15) workdays of the appeal render a decision in writing.

SECTION 5: If a grievance arises from the action of an official higher than the Step 1 management representative, the grievance may be initiated at Step 2, 3 or 4, as appropriate, by submitting the grievance within the time limits established for Step 1. The grievance shall be signed by the aggrieved employee(s) or the representative of the Union.

SECTION 6: The provisions of this Article shall not apply to temporary employees.

SECTION 7: Representation of an employee by the Union in the grievance procedure shall be in accordance with Chapter 447, Florida Statutes.

SECTION 8: When a grievance is filed at or appealed to Step 3 or Step 4, at the request of either party, the parties shall discuss the grievance prior to the issuance of a management response.

SECTION 9: In the event the employee meets with the City Manager/Designee to discuss the disciplinary action, the scheduled meeting shall serve as Step 4 of the grievance process.

ARTICLE FOURTEEN

ARBITRATION

SECTION 1: In the event a grievance processed through the grievance procedure as provided for in this Agreement has not been resolved, an employee directly, or through the employee's union representative, may refer the grievance to arbitration by notifying the City Manager in writing. With respect to discipline, only involuntary demotions, suspensions of three (3) or more work days, or terminations of employment may be referred to arbitration. Notification for Arbitration shall be made in writing within fifteen (15) calendar days after the City Manager renders a written decision on the grievance or within fifteen (15) calendar days following the expiration of the time limit provided for the City Manager's response in Step 4 of the Grievance Article, whichever is sooner. Nothing herein shall prohibit the extension of time mutually agreed to in writing by the parties.

SECTION 2: Within fifteen (15) calendar days from the date of receipt of the arbitration request, the parties will meet at the pre-arbitration conference to consider means of expediting the hearing by reducing the issues to writing, stipulating facts, authenticating proposed exhibits, and exchanging lists of proposed witnesses and suggested names of arbitrators. The arbitrator may be any person mutually agreed upon between the parties.

SECTION 3: In the event that the parties are unable to agree upon an arbitrator within ten (10) calendar days after the pre-arbitration conference, the parties shall jointly request the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven (7) names and resumes of arbitrators. Either party may reject one panel. From the lists so submitted, the parties shall alternately strike names from the list, with the party requesting arbitration striking first. When the name of one-person remains, said person will serve as arbitrator. Within fifteen (15) days of receipt

of the names and resumes, the parties shall meet to select an arbitrator as described above. All arbitration hearings, unless mutually agreed otherwise, shall be held in Boca Raton, Florida.

SECTION 4: The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amendments thereto. The arbitrator shall not have authority to consider any matters not defined as a grievance in this Agreement nor any grievance which has not been processed in accordance with the provisions of this Agreement, provided that the arbitrator shall have within his or her authority the determination as to whether a dispute is a proper grievance as defined herein and/or has been processed in accordance with the terms of this Agreement. Any such arbitrability disputes shall be resolved first, and if the arbitrator determines that the dispute is not arbitrable under the terms of this Agreement, the hearing shall be closed. Absent such a finding, the hearing shall proceed on the merits of the case. The arbitrator shall have no authority, power or jurisdiction to construe a provision of law, statute or provision of this Collective Bargaining Agreement to result in, obligate or cause the City to have or bear any extraordinary expense, debt, cost or liability which would result directly or indirectly in the City exceeding amounts specifically appropriated for such by the City Council. Any such award, which contravenes or is not in compliance with the provisions of this paragraph, shall be null and void.

SECTION 5: The arbitrator's award shall be made within thirty (30) calendar days after the conclusion of the arbitration hearing or the submission of briefs by the parties, whichever is later, unless the parties mutually agree to an extension. The award shall be in writing and signed by the arbitrator. The arbitrator shall deliver a copy to each party personally or by registered mail, unless the parties mutually agree otherwise. The arbitrator's award, consistent with the provisions of this Article, shall be final and binding on both parties. The provisions of any valid award shall be complied with within a reasonable period of time.

SECTION 6: Each party shall bear the expense of its own witnesses and of its own representatives for purposes of the arbitration hearing. The arbitrator's fee and any other expenses, if any, shall be equally divided between the parties, including the cost of a transcript. Nothing in this Section shall require the Union to bear the expenses provided for in this Section when the arbitration request is made without the concurrence of the Union.

ARTICLE FIFTEEN

LEAVE OF ABSENCE

SECTION 1: Leave of absence without pay for a period not to exceed six (6) months shall be requested in writing and may be granted at the sole and exclusive discretion of the City Manager.

SECTION 2: The City Manager retains the right to establish conditions and limitations on any leave of absence, which may be granted.

SECTION 3: Upon expiration of the approved leave of absence, the employee shall return to the job classification and rate of pay held on the effective date of leave. Failure to return to work shall be considered grounds for dismissal.

SECTION 4: Leave of absence without pay for one (1) month or more shall cause the anniversary and seniority dates, as provided elsewhere, to be deferred for an equivalent amount of time.

SECTION 5: No sick or annual leave will accrue during period of absence; however, no accumulated benefits will be lost.

SECTION 6: The City's portion of an employee's group medical, surgical and hospitalization insurance premiums shall continue to be paid by the City during an approved leave of absence if the employee pays the City such amount during the month in which the premium is due.

SECTION 7: In the event a leave of absence is granted due to an illness and the employee is unable to return to work at the expiration of the leave of absence due to continued illness, the provisions of Section 6 of this Article may be extended for a period not to exceed an additional six (6) months, provided that the insurance carrier does not prohibit such extension.

ARTICLE SIXTEEN

ANNUAL LEAVE

SECTION 1: Full-time employees shall accrue annual leave during active pay status on the following basis:

0 through 5 full years	8 hours per month
More than 5 but less than 10 full years	10 hours per month
More than 10 but less than 15 full years	12 hours per month
15 full years and over	14 hours per month

~~SECTION 2: Paid annual leave may not be taken during the initial 180 calendar days of a bargaining unit member's employment.~~

SECTION ~~32~~: Employees may accrue annual leave to a maximum of 360 hours.

SECTION ~~43~~: Upon separation from City employment, employees shall be entitled to compensation for any earned but unused annual leave and compensatory leave. The provisions of this Section do not apply to employees who terminate prior to completion of 365 calendar days of employment, but shall apply to employees entering military service.

SECTION ~~54~~: If workload permits, employees may request application of unused vacation for any nationally recognized religious holiday associated with the religious faith of the employee, which occurs on a normal workday.

SECTION ~~65~~: Employees shall continue to accrue annual leave credits during absence from work as a result of a compensable job incurred injury or illness while the employee is utilizing annual leave or sick leave.

SECTION ~~78~~: Employees shall be entitled to schedule three (3) weeks of annual leave consecutively provided the City is given a minimum of thirty (30) days advance notice of the leave request and provided further that it would not be necessary to hire a temporary replacement.

SECTION ~~89~~: Within each division or section, except for certified Water Plant Operators and Wastewater Plant Operators, a vacation calendar may be distributed from January 1st to February 15th. For certified Water Plant Operators and Wastewater Plant Operators, a vacation calendar shall be distributed and completed within two (2) weeks of completing the shift bidding schedule. Vacation requests for the year shall be scheduled during this time period on a seniority basis with the most senior employee receiving first preference. Notwithstanding the above, management has the right to deny vacation requests due to the operational staffing needs of the Department. Only one (1) continuous block of vacation time shall be scheduled during this sign-up period. Other vacation requests shall be made no less than twenty-four (24) hours prior to the date(s) requested and shall be scheduled on a first come, first serve basis as approved by the Department Head. The Department Head/Designee may approve vacation requests with less notification than twenty-four (24) hours, as long as the approval does not disrupt City services.

SECTION ~~910~~: Each permanent employee shall be permitted to cash out up to forty (40) hours of Annual Leave, in each fiscal year. Rules governing this cash out will be established by the Financial Services Department.

ARTICLE SEVENTEEN

SICK LEAVE

SECTION 1: The parties agree that sick leave is an earned privilege and shall be used only when the employee is sick or as provided in Section 4, below. The parties do not condone sick leave abuse. The following rules shall apply to the use of sick leave. Sick leave shall be granted upon approval of the employee's department head or department head's designee to any full time employee contracting any illness, or disability which renders such employee unable to perform the duties required by the City or as provided in Section 4 of this Article.

SECTION: 2.: Full time employees shall accrue eight (8) hours sick leave per month from the date of employment, provided that only those months during which the employee has been in a paid status three-quarters (3/4) or more of his regular workdays shall be counted. Sick leave shall be charged by the actual hours used.

SECTION 3: Employees shall notify the department head or designee of illness, family sick, or disability, prior to their scheduled starting work time in accordance with departmental policy. The expected period of absence must be stated. When illness, family sick, or disability occurs during work hours, the employee shall notify the department head or designee as soon as possible.

SECTION 4: ~~Forty (40) hours of sick~~ Sick leave time as provided for in this Article, may be used ~~per contract year~~ for non-FMLA illness or disability in the employee's immediate family, For the purposes of this provision, immediate family will consist of the employee's husband or wife, or dependent children, or parents, grandparents, grandchildren, siblings, parents-in-law, children-in-law, or the employee's domestic partner (as defined in the City's Personnel Rules and Regulations) or his or her dependent child~~(ren)~~.

SECTION 5: A medical certificate, signed by a licensed physician, shall be required to substantiate a request for sick leave when:

a) The employee has had six occurrences, in any continuing twelve-month period. (An occurrence means a separate unconnected illness/injury that results in an absence for any part of a shift, a full shift or more than one shift; an occurrence does not include a prescheduled and pre-approved medical or dental appointment wherein the employee provided advance notice of no less than twenty-four (24) hours of such absence). Pre-approved shall mean supervisory approval on an official leave slip. The employee shall present such medical certificate within three (3) days of returning to work after the sixth occurrence and after each occurrence thereafter or the employee shall be considered in an unauthorized and unapproved leave without pay status after the sixth occurrence and for each occurrence thereafter.

b) A supervisor suspects abuse of sick leave because of unusual circumstances or a developing pattern (e.g., frequent sick leave usage of less than one shift in a continuing twelve month period, employee denied annual leave and subsequently claims illness, etc.) The supervisor shall inform the employee that a doctor's excuse will be required in order to "approve" any further use of sick leave. Such requirement shall be reviewed by the Human Resources Director at the end of three months to determine if and for how long it is necessary that it continue;

c) The illness occurred while the employee was on vacation leave and a request is made to credit sick leave instead of vacation;

d) An employee has been absent from work for more than five consecutive workdays.

SECTION 6: In each year, earned but unused sick leave over 960 hours as of October 1 shall be cashed out to each eligible employee at the rate of 50%. Upon an employee's permanent separation from the City, or upon his death, an employee or his beneficiary shall receive payment, up to 960 hours, for the employee's accumulated sick leave according to the following schedule:

Percent of Accumulated	
Continuous Years of Service	Sick Leave
More than 2 full years, but	
less than 5 full years	10%
More than 5 full years, but	
less than 10 full years	20%
More than 10 full years	30%
Upon Retirement	50%

Retirement shall include retirements as defined in the General Employee's Pension Plan, provided however, an employee who participates in the Deferred Retirement Option Plan (DROP) shall not be paid out for unused sick leave until such employee concludes his/her DROP participation and ceases employment with the City.

SECTION 7: The employee may not use annual leave in place of or in conjunction with sick leave, unless all sick leave is exhausted. Pre-scheduled doctor and dental appointments that have been approved at least one week in advance will not count against an employee's annual performance rating.

SECTION 8: No leave without pay may be utilized in conjunction with sick leave, unless all sick leave, floating holidays, annual leave, and compensatory time are exhausted.

SECTION 9: The City may elect to send the employee to the City Physician, or other Physician designated by the City, to verify the reported illness if deemed necessary by the employee's supervisor and the Human Resources Director or his/her designee. Such examinations shall be at the City's expense.

ARTICLE EIGHTEEN

FUNERAL LEAVE

SECTION 1: In the event of the death of the mother, father, foster parent, stepchildren, brother, sister, husband, wife, son, daughter, grandparent, grandchildren, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepparent, or spouse's grandparent, or domestic partner of an employee (as defined in the City's Personnel Rules and Regulations) or of a domestic partner's child(ren), parents, siblings or grandparents, such employee shall be entitled to paid funeral leave for the purpose of attending or arranging for, the funeral of said relative for a period of time not to exceed three (3) workdays for any one death.

SECTION 2: If it is necessary for the employee to leave the state in connection with a death for purposes limited in Section 1 of this Article, up to five (5) workdays may be allowed.

SECTION 3: An employee on funeral leave provided in this Article shall be paid for such hours, which he would normally be scheduled to work.

SECTION 4: The City reserves the right to require documentation supporting compliance with the provisions of this Article after the employee returns to work.

SECTION 5: The provisions of this Section shall not apply to employees who fail to contact the employer prior to taking such leave or as soon as possible thereafter. Upon request, the employee shall provide proof of the relative's death to be eligible for this benefit.

ARTICLE NINETEEN

MILITARY LEAVE

SECTION 1: An employee who is a member of a military reserve unit and who must attend field training sessions is entitled to leave of absence not to exceed thirty (30) days each calendar year at the employee's regular rate of pay. Any other military leave shall be paid in accordance with the City's Personnel Rules & Regulations, Article 11, Section 3, entitled Military Leave.

ARTICLE TWENTY

JURY LEAVE

SECTION 1: In the event employees are summoned for jury duty, they shall receive straight time pay for the hours required to be absent from their currently scheduled work hours due to such jury duty. Employees who perform jury duty for only a portion of their regular scheduled workday are expected to report to work when excused or released by the court and there are three (3) or more hours left in the employee's scheduled work day/ shift.

SECTION 2: Court time is that time an employee is required to appear in court or give a deposition as a result of action taken within the scope of employment where the City is a party or where the City or State is prosecuting a criminal or traffic infraction. The employee shall receive his normal rate of pay for all court time.

SECTION 3: No witness or subpoena fees will be accepted by an employee for an appearance. Employees will be entitled to a mileage allowance as per City Travel policy to and from employees place of residence for a required court appearance outside the City limits of Boca Raton, unless a travel fee is paid by said Court or unless transportation is provided by the City. Employees will be permitted to accept deposition fees from private attorneys.

SECTION 4: Employees working 2nd and 3rd shift shall not be expected to report to work on days when they serve on jury duty.

ARTICLE TWENTY-ONE

DISABILITY LEAVE OF ABSENCE

SECTION 1: Disabilities Compensable under Worker's Compensation Law.

a) Whenever an employee is totally disabled from duty for a period of no more than seven (7) calendar days because of an injury determined to be compensable under the provisions of the Worker's Compensation Law, the employee shall be entitled to full regular pay. If the period of disability is greater than seven (7) calendar days, the employee may elect to receive accrued sick, annual and compensatory leave in accordance with the employee's regular hourly wage, to the extent that such combined leave, Worker's Compensation and Social Security benefits equal the employee's regular weekly salary.

b) Any permanent, full-time employee in the classified service who is injured in the performance of his/her duty may request a disability leave of absence with full pay for a period not to exceed three months. Leave as outlined in this subsection shall not be available as a matter of right, and shall not be granted until the affected employee has exhausted all accrued sick, annual, and compensatory leave credits. Disability leave with full pay shall be granted only with the approval of the City Manager. Sick and annual leave credits shall not accrue during the period of an approved disability leave with pay. An employee's seniority and merit review date shall be advanced one day for each day the employee is in a disability leave status. The employee's entitlement to pay under this provision shall not exceed the difference between benefits received from Worker's Compensation or Social Security and the employee's regular rate of pay. The City Manager shall also require and obtain sufficient medical justification from a physician selected by the City prior to approving a request for disability leave with pay, and may require additional physical examinations for disability leave with pay, and may require additional physical examinations during the period of such approved leave to determine if the employee is able to resume regularly assigned duties or

c) such other duties as may be deemed appropriate. Prior or subsequent to the expiration of the disability leave with pay provisions set forth herein, employees may request a leave of absence without pay not to exceed six (6) months in accordance with Article 15, hereof.

SECTION 2: Disabilities Not Compensable Under Worker's Compensation Law.

Full-time, permanent employees in the classified service who are totally disabled from performing their duties as a result of a non-work related disability, which for female employees shall include pregnancy, may utilize their sick leave and/or request a leave of absence without pay for the period of their disability, but such leave shall not exceed six (6) months. Such leaves shall be requested in accordance with Article 15, hereof.

SECTION 3: When the City Manager has reason to believe that an employee is unable to perform assigned duties due to physical illness or injury or mental illness, the employee may be required to submit to an examination by a physician or other competent authority selected and paid by the City. If the examination confirms that the employee is unable to perform assigned duties, the City Manager may place the employee on compulsory disability leave without pay. Prior to placing the employee on compulsory disability leave, the employee shall be notified in writing of the duration of the compulsory leave period and the conditions under which the employee will be permitted to return to work. The employee shall be required to use accrued sick, annual, and compensatory leave prior to being placed on leave without pay. If the employee does not have sufficient leave credits to cover the period of compulsory disability leave, the City Manager may place the employee on compulsory disability leave without pay for the remainder of the period, but not to exceed sixty calendar days.

SECTION 4: If at any time the City Manager, based on the opinion of a competent

authority, believes that an employee who is physically or mentally incapacitated will be unable to fully perform assigned duties within a reasonable period of time, the City Manager may:

- 1) Upon written request by the employee, place the employee on leave of absence without pay subject to the limitations prescribed herein; or,
- 2) Offer the employee another position for which the employee is fully qualified and fully capable of performing; or,
- 3) Terminate the employee based on inability to perform assigned duties.

ARTICLE TWENTY-TWO

HOLIDAYS

SECTION 1: The following holidays shall be observed for full-time employees provided that when designated holidays fall on a Saturday or Sunday, a department may designate that holidays be observed on the preceding or following day for specific positions:

New Year's Day	January 1
Martin Luther King's Birthday	The third Monday in January
President's Day	The third Monday in February
Memorial Day	The last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	The first Monday in September
Columbus Day	The second Monday in October
Veterans Day	November 11
Thanksgiving Day	The fourth Thursday in November
<u>Day After Thanksgiving</u>	<u>The day following Thanksgiving</u>
Christmas Day	December 25
Three (3) Floating Holidays*	

*Employees hired after April 1st in any fiscal year will receive one (1) floating holiday.

SECTION 2: For each observed holiday, a full-time employee shall be entitled to eight (8) hours pay at the employee's regular rate of pay. Floating holidays must be used within the contract year, and shall be taken in accordance with procedures established for annual leave.

SECTION 3: A full-time employee required to work and who actually works on an observed holiday shall receive pay for hours worked in addition to that payment provided in Section 2 above. Employees who are not on a task system and are on an assigned 4/10 schedule shall not receive floating holidays, and shall be paid ten (10) hours holiday pay at the employee's regular rate of pay for each of the regularly scheduled ten (10) holidays.

A full-time, except with respect to task assigned employees, employee scheduled to work on a day observed as a holiday in this Article must work that day to be eligible to receive holiday pay unless the employee is on a pre-approved leave. Employees, except with respect to task assigned employees, who are scheduled off on the actual holiday may receive regular straight pay for the shift or the employee may request that an equal number of shift hours be added to the employee's annual leave bank.

SECTION 4: Nothing in this Agreement shall prevent the City Council from declaring additional days as holidays for employees covered by this Agreement.

SECTION 5: Employees may only receive holiday pay as described in Sections 2 and 3 if the employee works the scheduled workday before and after the holiday, is on approved paid leave or provides a doctor's written certification of illness. Failure to provide the required physician's certification within seventy-two (72) hours will result in the employee not being paid for the holiday.

ARTICLE TWENTY-THREE

MEDICAL INSURANCE

SECTION 1: The City will pay in full the single coverage premium for a basic major medical policy, which includes medical, surgical, and hospitalization coverage for all full-time probationary or permanent employees and any additional increases in the premium during the term of this Agreement for such coverage. The City reserves the right to select the carrier and to determine the level of benefits. The City further reserves the right to provide access to a City operated medical clinic(s).

SECTION 2: Employees requesting dependent coverage will pay the employee contribution cost of such coverage and any additional increases in premiums during the term of this agreement.

SECTION 3: Employees selecting single coverage under plan options other than the basic medical referred to in Section 1 above, will pay the additional cost of the employee contribution for such coverage and any additional increases in premiums during the term of this agreement.

SECTION 4: Employees in the bargaining unit will have the same medical insurance plan benefits as other general employees.

SECTION-5: The City shall maintain a plan for the payment of premiums under Section 125 of the Internal Revenue Service Code.

ARTICLE TWENTY-FOUR

WORKWEEK AND OVERTIME

SECTION 1: Forty (40) hours within a seven (7) day period shall constitute a normal work cycle for full time employees.

SECTION 2: Hours worked in addition to the normally scheduled total work hours within the seven (7) day period shall be compensated at time and one-half (1-1/2) of the employee's regular rate of pay. Employees covered by Section 3 shall not be covered by this section.

SECTION 3: Nothing in this Agreement shall be construed to guarantee or limit the number of hours to be worked during a work assignment. Employees shall be required to work overtime as directed. The need for overtime is determined by the Management of each Department. If overtime is needed, selection of who will work overtime shall solely be determined by each Department Director or designee. Department management shall keep a record of all overtime worked and make a reasonable effort to distribute overtime in a fair and equitable manner among all employees within the departments.

SECTION 4: The City may grant compensatory time off in lieu of overtime pay at the time and one-half rate for hours worked in addition to the normally scheduled total work hours. Compensatory time may be banked up to a maximum of 80 hours. In the event the City offers compensatory time, it will not direct employees to request one type of compensation over another.

SECTION 5: Any time an employee is assigned to work in a classification which pays a higher rate of pay than the classification to which the employee is normally assigned, the employee

shall receive 5% above his regular rate of pay or the minimum of the higher pay grade, whichever is greater, for all hours worked in the higher rated classification, provided the employee is assigned to the classification and works in the classification for ten (10) consecutive workdays. This payment shall be retroactive to the first day of assignment.

SECTION 6: Work hours for the computation of overtime shall include actual hours worked and hours for which the employee receives holiday and annual leave pay, and authorized leave for union business in accordance with Article 4, Section 4 and Section 7.

SECTION 7: Golf Course employees whose regular scheduled shift exceeds five (5) workdays per week will be paid an additional two dollars (\$2.00) per hour premium pay for each regularly scheduled hour on days six and/or seven. Hours eligible for overtime will not be eligible for premium pay.

Golf course employees will be scheduled so as to allow two (2) consecutive days off bi-weekly. If, in the opinion of management, this golf course schedule negatively impacts the service to the public or the maintenance of the golf course(s), the previous six (6) day schedule shall be implemented. Any change in the schedule shall require a two (2) week notice to the employees affected.

SECTION 8: Breaks and mealtimes are at the discretion of management of each Department.

SECTION 9: Ocean Rescue Lifeguards shall be scheduled for an eight (8) hour and twenty-five (25) minute work shift or for a ten (10) hour shift at the discretion of management. All

training and workouts shall be scheduled if ocean conditions, staffing levels and patron attendance permit. Each Ocean Rescue lifeguard shall be scheduled for a one (1) hour lunch.

Ocean Rescue Lieutenants shall be scheduled for four (4) ten (10) hour shifts. All training and workouts shall be scheduled if ocean conditions, staffing levels and patron attendance permit. Each Ocean Rescue Lieutenant shall be scheduled for a one (1) hour lunch.

A 5% increase to the employee's base rate shall be paid as a supplement for ocean lifeguards certified to operate the rescue boat as of October 1st, 2019.

ARTICLE TWENTY-FIVE

ON-CALL/STANDBY COMPENSATION

SECTION 1: Employees may volunteer to be placed on standby status for call back for emergency service. If an insufficient number of employees volunteer, qualified employees will be assigned by their Department Head.

SECTION 2: Any employee called back to work after having been relieved and having left the assigned work station, called in before his regularly scheduled work time, i.e. refrigeration, shall be paid the actual time worked at time and one-half or a minimum of two (2) hours pay at straight time when such callback is between the hours of 8:00 a.m. and 12:00 a.m. (midnight) whichever is greater. When such callback is between the hours of 12:01 A.M. and 7:59 A.M. the employee shall be paid the actual time worked at time and one-half or a minimum of three (3) hours pay at straight time, whichever is greater. An employee who is on-call and who resolves a matter remotely will be paid a minimum of thirty (30) minutes at straight time.

SECTION 3: Employees assigned a cell phone must make contact with their designated contact person by phone within five (5) minutes from being contacted. Following phone contact, the employee will be required to respond in person to the Department or actual site of the problem within thirty (30) minutes from said phone contact. Employees who reside more than thirty (30) minutes from the Department/job site will not be eligible for on-call status unless the Department Head authorizes a longer response time. Subsequent contact must be maintained at reasonable time intervals, dependent upon the nature of the problem and Department policy.

SECTION 4: While on standby, the employee must maintain him/herself fit for duty in accordance with the provisions of Article 31 of the Labor Agreement.

SECTION 5: If the employee on standby fails to return the cell phone call within five (5) minutes when contacted, he/she will not receive standby pay for that day or the remainder of the week. Employees that repeatedly fail to answer the cell phone will be subject to discipline.

SECTION 6: The cell phone will be rotated in accordance with Department policy and procedure. It is the responsibility of the employee, who volunteers for or is assigned to standby status, to find an appropriate replacement if he/she is not able to complete the standby status requirements. However, if an employee on standby is unable to respond due to an emergency situation, the employee shall notify his/her supervisor and/or the contact person so that the City can contact and assign another employee to provide the necessary standby response.

SECTION 7: The employee who is assigned a cell phone will be paid additional compensation per weekday at a rate of seventeen dollars and fifty cents (\$17.50) and per weekend day or holiday at a rate of twenty-two dollars and fifty cents (\$22.50), plus shall receive pay as outlined under Section 2 above. Employees assigned City cell phones who are not restricted in accord with this Article will not receive stand-by compensation.

SECTION 8: The following language shall govern the recording of time in each Department that utilizes a call-out procedure:

- Bargaining Unit members from the Utility Services Department and Recreation Services Department, who are called out, shall be required to clock in and out at their designated time recording device; however, they will be credited with 45 minutes of paid travel time. This time shall be included in the two (2) or three (3) hour minimum.

- Bargaining Unit members in the Municipal Services Department shall be paid for call-outs from the time they leave their respective homes until they return home. This portal-to-portal time shall be credited toward the two (2) or three (3) hour minimum.

ARTICLE TWENTY-SIX

CONTINUOUS SERVICE BENEFIT

SECTION 1: A continuous service benefit program recognizing continuous paid and meritorious service to the City of Boca Raton is hereby established.

SECTION 2: Employees with more than five (5) full years but less than ten (10) full years of continuous paid service shall receive a continuous service benefit in the amount of \$600 annually. The continuous service benefit will be paid on or before December 15.

a) Employees with more than ten (10) full years but less than fifteen (15) full years of continuous paid service shall receive a continuous service benefit in the amount of \$800 annually.

b) Employees with more than fifteen (15) full years of continuous service shall receive a continuous service benefit in the amount of \$1,000 annually.

ARTICLE TWENTY-SEVEN

ATTENDANCE

SECTION 1: The parties agree that employee absenteeism or lateness hinders the cost efficient delivery of service by the department and creates a hardship for both management and members of the bargaining unit. The Union will urge its members to reduce absenteeism and lateness. When it is determined that an employee has engaged in a pattern of abuse/excessive absenteeism or lateness, the following administrative controls may be imposed.

SECTION 2: Employees who clock in one minute or more beyond the scheduled starting time of the shift shall be considered late. Employees are expected to arrive to work on time. Employees who have multiple late occurrences shall be subject to discipline up to and including termination.

SECTION 3: Employees who fail to call in or report to work within the first hour of their shift starting time will be considered Absent Without Leave (AWOL) and may be subject to discipline up to and including termination.

SECTION 4: Employees who have multiple failures to clock in or out shall be disciplined up to and including termination.

SECTION 5: Supervisors shall designate the time clock that employees under their supervision shall use to clock in. If the designated time clock becomes inoperative, supervisors shall advise employees of the time clock to be used instead. Employees shall not clock in or perform any work for the City more than seven (7) minutes in advance of their scheduled starting time or more

than seven (7) minutes after the scheduled end of their shift, except when previously authorized by their supervisor. Employees that clock in more than seven (7) minutes before their scheduled starting time or more than seven (7) minutes after the scheduled end of their shift will be paid for the time worked, however, failure to secure advance approval from their supervisor will subject said employees to discipline up to and including termination. Employees on a task assignment may be required to clock in prior to their regular start time of 7:00 a.m., only if instructed to do so by a supervisor.

When an employee is assigned to perform work by his/her supervisor or is discussing work with his/her supervisor such that the employee is unable to clock in as required in this Article, no discipline shall be given.

SECTION 6: Any employee who, at the end of his/her anniversary year, has an absenteeism record of no more than two (2) occurrences with a maximum of twenty four (24) hours of absenteeism, shall, for the purpose of evaluations, be considered to have a clean attendance record regarding hours and occurrences. This provision does not apply to lateness, which may negatively impact the employee's attendance score.

ARTICLE TWENTY-EIGHT

TRAINING AND CERTIFICATION

SECTION 1: The City will pay the costs deemed appropriate and reasonable associated with training that is required and approved by the City.

SECTION 2: The City shall pay for those ASE certification and recertification tests taken by employees, which directly relate to the City's fleet maintenance program. Provided funds are available, the City agrees to pay for any other ASE certification/recertification tests taken by employees. Employees agree to notify the City of any tests they plan to take each year prior to March, so that the tests may be properly budgeted.

ARTICLE TWENTY-NINE

TOOLS

SECTION 1: Except for emergencies, the City shall ensure that all sanitation and sewer jet trucks are washed with soap and water before routine service work by the fleet maintenance staff.

SECTION 2: Fleet and Fire mechanics will receive an annual tool allowance of \$300-345, payable in October of each year. ~~The Small Engine Mechanics, Electricians, A/C Mechanics, Carpenters, Plumbers, and Traffic Signal Technicians in the Signals Section of the Municipal Services Department~~ shall receive a \$200-230 tool allowance payable in October of each year. ~~The small engine mechanics in the Recreation Services Department shall receive a \$200 tool allowance payable in October of each year.~~ The tool allowance will be prorated for employees who are hired during the year.

SECTION 3: Each employee will submit to the Fleet Operations Manager a complete inventory of the tools which they maintain at their work site for working on City vehicles. In the case of a theft of tools, the City will not purchase replacement tools unless the employee files a Police report.

Each employee shall make his tools available the Fleet Operations Manager for an inventory check upon reasonable notice. Each employee shall make his tools available to the City's Safety Officer for a safety check upon reasonable notice. Both the City and the employees must exercise reasonable care for the condition and safekeeping of tools.

The City will replace tools damaged or stolen, which are not replaceable by the tool vendor, except where the employee's negligence contributed to the damage or theft. No tools will be replaced by the City that was not on the employee's tool inventory prior to the date of theft or destruction.

ARTICLE THIRTY

UNIFORMS

SECTION 1: The City shall provide an appropriate number of uniforms to employees so that they are able to perform their duties in a safe manner. The determination of the number of uniforms to be provided shall be made by the City based on operational needs.

SECTION 2: In those positions where the City requires that an employee wear safety shoes, the City will provide bargaining unit employees a \$~~145.00~~ 166.75 shoe allowance per year. The City shall provide Sanitation employees that are required to wear safety shoes a \$~~155.00~~ 178.25 shoe allowance per year. Park Rangers shall be provided \$100 for the purchase of shoes and belts required by their section per year. ~~The s~~Shoe and belt allowances shall be paid each year during the month of October. Employees who are hired for less than a full year shall have their shoe allowance pro-rated based upon the months they work. Shoes worn by such employees shall conform to OSHA standards.

SECTION 3: The City shall also provide other clothing and equipment in accordance with Article Ten, Safety and Health.

ARTICLE THIRTY-ONE

WAGES

SECTION 1: Attached to the Agreement are the salary schedules for the duration of this agreement (Appendix B for FY 2025-2026 effective from October 1, 2025 through January 4, 2026, Appendix C for FY 2025-2026 effective from January 5, 2026 through September 30, 2026, and Appendix D for FY 2026-2027). The salary schedule for the period January 5, 2026 through September 30, 2026 (Appendix C) is the product of ~~was~~ developed following a citywide compensation study conducted by the City in 2025, the Final Report of which is dated August 21, 2025. The salary schedule for FY2026-2027 reflects a one percent (1%) adjustment to the minimums and maximums over the prior year reflected in Appendix C.

SECTION 2: During the term of this Agreement, bargaining unit employees shall receive increases to base wages as provided below.

- a) Each employee who was employed by the City on October 1, 2025, in a bargaining unit position, and who remains employed by the City in a bargaining unit position on the date of ratification of this Agreement, shall receive a salary increase of three percent (3%), retroactive to October 1, 2025.
- b) Each employee who was employed by the City on October 1, 2025, in a bargaining unit position, and who remains employed by the City in a bargaining unit position on the date of ratification of this Agreement, shall receive a salary increase of no less than two percent (2%), retroactive to January 5, 2026. Attached hereto is Exhibit E, which represents the new base salary of every bargaining unit employee as of the first full pay period after ratification of this agreement.
 - i. Any bargaining unit member whose salary as of January 4, 2026, exceeds the maximum salary for that position as of January 5, 2026, shall receive a two percent (2%) increase.

c) Effective October 1, 2026, each bargaining unit member shall receive a salary increase equal to the greater of three and six-tenths percent (3.6%) or the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for Miami-Fort Lauderdale – West Palm Beach Area between June 2025 and June 2026, as published by the U.S. Bureau of Labor Statistics, rounded to the nearest one-hundredth of one percent.

No employee's base salary shall be permitted to fall below the minimum of the pay grade to which their class is allocated.

No employee's base salary shall be permitted to exceed the maximum of the pay grade to which ~~his/her~~their class is allocated, except as provided in Sections 2 (b) (i), 3, 4, 5, and

7. Any portion of an increase that would cause an employee's base pay to exceed the maximum for their pay range will be paid as a one-time non-pensionable lump sum payment.

The bargaining unit Salary Schedules, as illustrated in Appendices A through C, shall be increased and implemented as follows:

- ~~1. Effective October 1, 2022, the minimums and maximums set forth on the Salary Schedules shall be increased by 3%.~~
- ~~2. Effective October 1, 2023, the minimums and maximums set forth on the Salary Schedules shall be increased by 3%.~~
- ~~3. Effective October 1, 2024, the minimums and maximums set forth on the Salary Schedules shall be increased by 3%.~~

~~(b) Effective October 1, 2022, each employee's base wages shall be increased by the greater of 3.75% or:~~

- ~~○ \$2,250 for employees with 1 through 4 full years of full-time employment as of October 1, 2022;~~
- ~~○ \$ 3,000 for employees with 5 through 8 full years of full-time employment as of October 1, 2022; or~~

- ~~○ \$ 3,500 for employees with 9 or more full years of full-time employment as of October 1, 2022.~~

~~Employees who are at or near the maximum of their pay range will receive an increase not to exceed the maximum of the pay range; any excess shall be provided as a one-time non-pensionable lump sum payment.~~

~~(c) Effective October 1, 2023, each employee's base wages shall be increased by the greater of 3.75% or:~~

- ~~○ \$2,250 for employees with 1 through 4 full years of full-time employment as of October 1, 2023;~~
- ~~○ \$3,000 for employees with 5 through 8 full years of full-time employment as of October 1, 2023; or~~
- ~~○ \$ 3,500 for employees with 9 or more full years of full-time employment as of October 1, 2023.~~

~~Employees who are at or near the maximum of their pay range will receive an increase not to exceed the maximum of the pay range; any excess shall be provided as a one-time non-pensionable lump sum payment.~~

~~(d) Effective October 1, 2024, each employee's base wages shall be increased by the greater of 3.75% or:~~

- ~~○ \$2,250 for employees with 1 through 4 full years of full-time employment as of October 1, 2024; and~~
- ~~○ \$3,000 for employees with 5 through 8 full years of full-time employment as of October 1, 2024; and~~
- ~~○ \$ 3,500 for employees with 9 or more full years of full-time employment as of October 1, 2024.~~

~~Employees who are at or near the maximum of their pay range will receive an increase not to exceed the maximum of the pay range; any excess shall be provided as a one-time non-pensionable lump sum payment.~~

~~SECTION 2: In addition to wages, a Water or Wastewater Plant Operator or a Plant Operator granted a "B" operator's certificate shall receive a 5% hourly wage increase, and a Water or Wastewater Plant Operator or a Plant Operator granted an "A" operator's certificate shall receive an additional 5% increase to their base hourly rate. Such increases may exceed the maximum wage for that position. An employee will be paid for only one "A" and one "B" license in either water or wastewater. Water and wastewater operators who voluntarily earned a dual license, prior to October 1, 2004, shall receive an additional 5% increase to their base hourly rate of pay. No additional compensation will be paid to employees who voluntarily earn a dual license after October 1, 2004.~~

~~SECTION 3: In addition to wages, an employee granted a certificate from the Water Distribution and Wastewater Collection Systems Operators Voluntary Certification Board shall receive a 5% hourly wage increase. A 5% hourly increase will be granted for a "C" certificate, another 5% will be granted for a "B" certificate, and an additional 5% will be granted for an "A" certificate. Such an increase may exceed the maximum wage for the position. An employee will be paid for certificates in Water Distribution or Wastewater collection, but not both. These payments shall only be made for certificates that were issued on or before 9-30-93. No payments shall be made for certificates acquired thereafter.~~

~~SECTION 4: The City shall have sole discretion to assign Lead Worker status when it determines that an employee is required to perform supervisory or lead duties over other employees within their same classification. A Lead Worker position is defined as a position where duties of a supervisory nature are assigned over a group of positions classified the same as that of~~

~~the Lead Worker. Assignment of Lead Worker status shall be determined by Management, on a given shift to cover the water treatment plant and the reclaimed water treatment plant.~~ The assignment is not mandatory. Management shall have the authority to replace any Lead Worker in its sole discretion. Those assigned to ~~Lead~~ Worker status shall receive an additional 5% above their base rate of pay .

SECTION ~~45~~: Employees shall be evaluated in accordance with the City's performance evaluation plan, as amended from time to time by the City Manager. Employees shall be rated 'Requires Improvement,' 'Meets Expectations', 'Exceeds Expectations', or 'Significantly Exceeds Expectations'.

SECTION ~~56~~: Any Ocean Rescue or Pool Lifeguard or Park Ranger who, has obtained certification from the State of Florida as an Emergency Medical Technician I, shall receive an hourly certification pay of ~~\$2.16~~ 2.48 which amount may exceed the maximum of the pay range, provided, however, such hourly certification pay shall be paid only if the Emergency Medical Technician I certification is valid and current. Any Pool or Ocean Rescue Lifeguard who obtains such certification during a given month shall begin receiving the certification pay in the next following month.

SECTION ~~67~~: Bargaining Unit members that achieve Water Safety Instructor (WSI) certification and that are assigned by their supervisor to instruct swimming during the course of the fiscal year, shall receive ~~\$350.00~~ 402.50 each October. Pool Lifeguards that teach swimming less than a full year shall have the ~~\$350~~ 402.50 pro-rated for the months assigned to teaching.

SECTION ~~78~~: Bargaining Unit members who ~~were~~are employed on September ~~1830~~, 20225, and who ~~are~~ have remained continuously employed ~~for from that date through at least~~

30 days after ratification of this agreement, through October 16, 2022, shall receive an ~~advance,~~ lump sum payment ~~for services rendered for Fiscal Year 2022 — 2023,~~ in the amount equal to three (3%) of their base wages as of September 30, 2025 ~~(at their base wage rate in effect as of September 18, 2022)~~ but no less than \$3,500 ~~3,000~~. Said payment will neither be added to base wages nor constitute pensionable wages (and therefore shall not be considered “earnings”, “compensation”, or “other payments” for pension purposes). ~~The advance payment is not for services previously rendered and is neither compensation nor a bonus under Section 215.415, Florida Statutes. Bargaining Unit employees who commence employment with the City after September 18, 2022, shall not receive such advance, lump sum payment.~~

SECTION 89: There shall be no wage increase of any kind after the expiration date of this contract unless and until a successor contract has been ratified and approved.

ARTICLE THIRTY-TWO

SAVINGS CLAUSE

SECTION 1: If any Article or Section of this Agreement should be found unlawful, invalidated, or unenforceable by a court of competent jurisdiction or by State Statute or by Federal Statute, all other Articles and Sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

SECTION 2: In the event of such finding, the parties will meet within thirty (30) days to negotiate a replacement Article or Section.

ARTICLE THIRTY-THREE

PENSION/RETIREMENT

SECTION 1: The City of Boca Raton shall provide General Employees a Pension/Retirement Plan.

SECTION 2: The City may share the cost of the pension/retirement plan benefit depending upon the option selected by the employee and the plan members shall participate and contribute, depending upon the pension/retirement plan option selected by an employee as outlined in the pension plan ordinance approved by the Boca Raton City Council. The description of the plan benefit and available options are also described in the ordinance.

SECTION 3: The employee contribution for participants in Plan 'A' or 'B' of the General Employees' Pension Plan shall be 9.65% of their base wages.

SECTION 4: Effective January 1, 2023 (or the beginning of the first payroll period following ratification of this Agreement and adoption of an ordinance implementing this provision, if later), the City will amend the Retirement Plan to increase the multiplier for Plan C members to 2.0% for all years of service and increase the employee pension contribution for Plan C members to 7.75% of their base wages.

ARTICLE THIRTY-FOUR

SUBSTANCE ABUSE

SECTION 1: Bargaining unit employees shall refrain from the using, possessing, dispensing, or selling of any drug/chemical substance not prescribed for use by a licensed physician; and, the using of a prescribed medication in a manner that does not substantially conform to the direction of the prescribing physician. Any use of cannabis in any form is prohibited, even if prescribed by a physician or legally available. Also, self impairment- due to alcohol while on duty is prohibited and constitutes grounds for immediate termination.

SECTION 2: Employees are subject to urinalysis and/or blood testing as required by the City to detect the presence of drugs/chemical substances and/or alcohol when management has a reasonable suspicion based on objective factors that the employee may be acting in violation of Section 1 of this Article. Reasonable suspicion includes the employee being involved in an on the job accident which results in damage to a vehicle or the involvement of bodily injury.

SECTION 3: Two separate samples shall be collected, simultaneously. Where the urinalysis of an employee specimen is positive for drugs/chemical substances, a second test shall be performed by a separate lab using specimen from the separate sample. Tests shall be a GC/MS or one of the equivalent validity. Collection, transport, and storage of samples shall observe proper chain of custody and clinical procedures.

SECTION 4: (a) Refusal to submit to testing shall be cause for dismissal. Submission to a chemical test shall not act as a waiver of the employee's right to challenge the grounds for the test or the accuracy of the results.

(b) Any challenge to reasonable suspicion shall be submitted to expedited arbitration. If the arbitrator finds for the employee, the sample will be discarded. If the finding is for the City, the results will be released. Pending the arbitration, the test sample will be frozen or otherwise preserved in a scientifically sound manner.

SECTION 5: Employees who are required to take prescription medicine which possesses possible side effects that may impair the safe performance of an employee's duties, such as blurred vision, slurred speech, drowsiness, dizziness, or motor function impairment shall notify their immediate supervisor at the start of the work shift.

SECTION 6: a) If the test results establish with reasonable scientific certainty that an employee is present at work with a blood/alcohol level above 0.0 g/dl, the employee shall be disciplined up to and including termination.

b) If the test results establish with reasonable scientific certainty that an employee is present at work in violation of Section 1 of this Article with regard to drugs/chemicals (including illegal drugs/chemicals), the employee shall be disciplined up to and including termination at the discretion of the City Manager.

SECTION 7: Employees may, upon request, have a Union representative present during the testing procedure, provided that the test will not be postponed for more than thirty (30) minutes to await a Union representative. An attempt will be made to telephone a Union representative advising of said pending test, but in no instance will the thirty (30) minute waiting rule be waived or will the employee taking the test have more than one representative present. The Union representative will be informed of the physician's office or hospital/clinic where the sample will be taken. The sample will be frozen and held for testing until the Union representative is advised of

the facts constituting reasonable suspicion by the City's Human Resources Director or designee.

SECTION 8: Where the reasonable suspicion arises, the employee will be directed to the City physician or a clinic/hospital to give the sample. Urinalysis and breathalyzer alcohol testing will be used in cases of suspected drug use. Blood testing will be used in cases of suspected alcohol use.

SECTION 9: The City shall provide referral guidance to employees seeking professional assistance in dealing with a drug or alcohol related problem. However, such guidance must be requested by the employee. Participation in such programs shall not mitigate or stay the implementation of a dismissal action against the employee for violation of this Article's provisions nor discipline/dismissal for other drug/alcohol related offenses. Admission of a drug and/or alcohol problem incident to a request for assistance authorized by this Section, shall not be used as a basis for discipline/dismissal.

ARTICLE THIRTY-FIVE

NO SMOKING POLICY

SECTION 1: All employees hired on or after October 1, 1993, shall have abstained from the use of all tobacco products and electronic cigarettes (also called e-cigarettes), for at least one year prior to their date of hire, and shall abstain from the use of tobacco products, and electronic cigarettes, at all times during the period of their employment with the City while both on and off duty. For purposes of this Agreement, tobacco products shall include, but not be limited to cigarettes, cigars, pipe tobacco, chewing tobacco, and snuff. Failure to comply with this provision shall result in discipline up to and including dismissal.

SECTION 2: For bargaining unit members hired prior to October 1, 1993, the City may, at its own expense, provide voluntary classes to assist interested, current employees who wish to stop smoking. No disciplinary action or other job sanction shall be taken against a current employee who either does not choose to participate or does not successfully complete any such voluntary programs.

ARTICLE THIRTY-SIX

DECLARED EMERGENCY PAY PROCEDURES

Section 1: The parties agree that the City policy on declared storm emergency pay procedures, as may be amended from time to time, shall apply to bargaining unit members.

ARTICLE THIRTY-SEVEN

SANITATION TASK ASSIGNMENT EMPLOYEES

SECTION 1: The City will make every reasonable effort to schedule Sanitation employees assigned to the Task System off on all holidays. In this connection, the Sanitation employees who are scheduled off may be scheduled to work on Wednesday of the week the holiday falls.

SECTION 2: Full time employees of the Sanitation Division may be assigned to a task system. Such employees shall be compensated as follows:

a) Employees assigned to a task system will be required to perform a daily task assignment and related duties, and shall receive pay for satisfactorily completing such work:

- 1) Eight (8) hours pay if assigned to work a five (5) day per week schedule on a regular basis; or
- 2) Ten (10) hours pay if assigned to work a four (4) days per week schedule on a regular basis.

a) Employees assigned to a task system may be required to work other than their daily task assignment and related duties during their workweek and regularly scheduled workday, provided that such hours spent in performing such additional work shall be added to their actual hours worked for purposes of (d) below.

b) Employees assigned to a task system may be required to work on other than their regular day of work, provided that when such is not a substitution for a regular workday, employees

shall be paid for such hours worked at their regular rate of pay, except that time and one-half (1-1/2) may be earned as provided in (d) below.

c) When the total hours actually worked within a normal work cycle exceed forty (40) hours, the hours worked on other than an employee's daily task assignment and related duties, including time worked according to (c) above, which exceed forty (40) hours, shall be compensated at time and one-half (1-1/2) the employee's regular rate of pay.

d) Employees who regularly work a 10-hour task system day shall receive 10 hours of pay for each observed holiday. For holidays worked such employees shall be compensated as provided in Article 22, Section 2 and 3, hereof.

SECTION 3: Nothing in this Agreement shall be construed to guarantee or limit the number of hours to be worked during a work assignment. Employees shall be required to work overtime as directed.

ARTICLE THIRTY-EIGHT

DURATION

This Agreement shall take effect ~~October 1, 2025~~~~October 1, 2022~~ and shall continue through ~~September 30, 2027~~~~September 30, 2025~~. If either party desires to amend, modify or terminate any of the terms or conditions of this Agreement they shall notify the other party, in writing no later than ~~April 1, 2027~~~~April 1, 2025~~.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 202~~25~~~~26~~

SEIU/FPSU CTW, CLC

THE CITY OF BOCA RATON, FLORIDA

Ratified by the Union
on the __ day of _____, 202~~25~~~~26~~

Ratified by the City of Boca Raton
on the __ day of _____, 202~~25~~~~26~~

Confirmed by:

Confirmed by:

Mark Floyd, Chief Negotiator
SEIU/FPSU, CTW, CLC

Andy Thompson, Mayor
City of Boca Raton

Attest:

By: _____
Mary Siddons
City Clerk

Mark Sohaney
City Manager