

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE CITY OF BOYNTON BEACH, FLORIDA**

**AND**

**SEIU FLORIDA PUBLIC SERVICES UNION, CTW, CLC**

**BLUE COLLAR BARGAINING UNIT**

**May 1, 2023 to April 30, 2026**

**Ratified By Union: \_\_\_\_\_**

**Ratified By Commission: \_\_\_\_\_**

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## ARTICLE 1

### 1.0 THE PREAMBLE

- 1.1 This Agreement is entered into by and between the City of Boynton Beach, Florida, hereinafter referred to as the "Employer" or "City" and the SEIU Florida Public Services Union CTW, CLC, hereinafter referred to as the "Union" or "SEIU." The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and meaningful labor relations for the mutual benefit of the City of Boynton Beach in its capacity as an employer, the employees, and the citizens of Boynton Beach. The parties recognized that the best interest of the community and the job security of the employees of the City depend upon the City's success in establishing and maintaining effective, proper and superior service to the community.
- 1.2 The parties agree that nothing in this Agreement shall prohibit the parties from meeting and discussing any items of mutual interest in accordance with the law.

## ARTICLE 2

### 2.0 RECOGNITION

- 2.1 The City of Boynton Beach hereby recognizes the SEIU Florida Public Services Union, CTW, CLC as exclusive representatives for the bargaining unit described below for the purpose of bargaining collectively with the City relative to wages, hours, and terms and conditions of employment of the public employees within the bargaining unit.
- 2.2 The bargaining unit is comprised of those positions certified for inclusion by the Public Employees Relations Commission.
- 2.3 In the event of a conflict between the foregoing list of positions included in the bargaining unit and the unit as recognized by the Public Employees Relations Commission (PERC), the unit recognized by the PERC shall control.

## ARTICLE 3

### 3.0 NON-DISCRIMINATION

- 3.1 The Employer and the Union agree that all provisions of the Agreement shall be applied to all employees covered by it, and the Employer and the Union affirm their joint opposition to any discriminatory practices to the extent prohibited by law in connection with employment.
- 3.2 No employee shall be discriminated against, as prescribed by State or Federal laws, in their employment because of race, creed, color, sex, age, national origin, marital status, disability, sexual orientation, gender identity or expression, or membership or non-membership in the Union.

## ARTICLE 4

### 4.0 STRIKES

- 4.1 The SEIU Florida Public Services Union, CTW, CLC, or their member agents or designees, agree during the life of this Agreement that they shall have no right to engage in any work stoppage, slow down, strike or unlawful picketing.
- 4.2 In the event of a strike, work stoppage or interference with the operation and accomplishment of the mission of the City Administration, a state or international representative of the Union shall promptly and publicly disavow such strike or work stoppage and order the employees to return to work and attempt to bring about prompt resumption of the normal operations. The Union representatives shall notify the City twelve (12) hours after commencement of such strike of what legitimate measures it has taken to comply with the provisions of this Article.

## ARTICLE 5

### 5.0 MANAGEMENT RIGHTS

- 5.1 Except, and only to the extent that specific provisions of this Agreement expressly provide otherwise, it is hereby mutually agreed that the City has and will continue to retain the right to organize, plan, direct, control, operate and manage its affairs and those of its employees in whatever manner it deems appropriate in each and every respect. The parties to this Agreement hereby agree that, in construing this section, the legal principle that "the expression of one item is the exclusion of another" shall not apply. Rather, full effect shall be given to the intention of the parties that management shall retain all constitutional, ordinance, inherent, common law, or other rights, except to the extent specific provisions of this Agreement expressly provide otherwise. The Union recognizes the prerogatives of the City to operate and manage its affairs in all respects, and the powers and authority, which the City has not abridged, delegated or modified by this Agreement, are retained by the City. The rights reserved to the sole discretion of the City shall include, but not be limited to, the right:
- 5.1.1 To determine the purpose and mission of the City and all its employees, to determine the amount of budget to be adopted, and to exercise control and discretion over the organization and operation of the City in all respects including the right to determine whether goods or services are to be made, provided or purchased and to decide the design and maintenance of the departments, facilities, supplies and equipment.
  - 5.1.2 To maintain economic stability.
  - 5.1.3 To change or eliminate existing methods of operation, equipment, or facilities and to adopt and implement technological changes or improvements including, but not limited to, vehicles, and all other materials or supplies.
  - 5.1.4 To determine the methods, income and personnel by which such operations are to be conducted including the right to contract and sub-contract existing and future work.
  - 5.1.5 To select, hire, test, classify, promote, train, assign, retain, evaluate, lay-off, schedule, and determine the qualifications of all employees.
  - 5.1.6 To suspend, demote, discharge, reprimand, or take other disciplinary action against employees for just cause.
  - 5.1.7 To determine the organization of City government.



- 5.1.8 To determine the purpose and extent of each of its constituents, departments and positions therein.
- 5.1.9 To set standards for service to be offered to the public and standards for the performance of duties of job assignments.
- 5.1.10 To manage and direct the work of the employees of the City, including the right to assign work and overtime.
- 5.1.11 To establish, determine, implement and maintain effective internal security practices.
- 5.1.12 To determine the number, type and grades of positions or employees assigned to an organizational unit, department or project.
- 5.1.13 To determine lunch, rest periods, clean-up times, starting and quitting time, and number of hours to be worked. Work schedules will be posted and will not be altered in the midst of normal pay periods.
- 5.1.14 To adopt or enforce cost of general improvement programs.
- 5.1.15 In a civil emergency, to use personnel in any lawful manner.
- 5.2 If, in the sole discretion of the City, it is determined that civil emergency conditions exist, including, but not limited to, riots, civil disorders, hurricane conditions, tornado, national emergencies, or other emergency conditions, the provisions of this Agreement may be suspended by the City during the time of the declared emergency.
- 5.3 The City has the right to impose something that is unilateral in nature, and the Union has the right to object to that decision. If the City does impose something on a unilateral basis and the Union, after notice, fails to object to that decision within six (6) months, it shall be considered finally imposed.

## **ARTICLE 6**

### **6.0 RIGHTS OF BARGAINING UNIT MEMBERS**

- 6.1 The employees in the bargaining unit shall have the right to join or assist the Union or to refrain from any such activity.
- 6.2 All provisions of this Agreement shall be applied fairly and equitably to all employees in the bargaining unit.
- 6.3 Employees may request a Union representative to be present when the employee is subject to an investigatory interview and the employee has a reasonable belief that discipline or other adverse consequences may result from what he or she says.

## ARTICLE 7

### 7.0 UNION REPRESENTATION

- 7.1 The City agrees to recognize the Union's officers and up to six (6) City employee stewards, from each bargaining unit, as agents of the Union. The Union shall furnish written notice to the Director of Human Resources and Risk Management of the designated Union officers and employee stewards within three (3) days of ratification of this Agreement and when any change in designation is made thereafter. The City recognizes the right of the Union to designate one (1) chief steward from among the six (6) City employee stewards for each bargaining unit. The authority of a Union steward to act on behalf of and bind the Union is implied from their designation as steward.
- 7.2 Non-employee officials of the Union shall, with prior written notification to the City Manager or the Director of Human Resources and Risk Management, be admitted to the property of the City for purposes of administering the Agreement. Union officials as designated above shall only meet with City employees in non-work areas (i.e., break areas) and during non-work time. Nothing in this section shall preclude or interfere with the City's right to control access to City facilities for safety and/or security purposes.
- 7.3 Subject to the limitations set forth in Article 8, Section 8.2, Union stewards will be granted leave to engage in collective bargaining or to meet with the representatives of the City for grievance investigation and/or consultation with management representatives to avoid or resolve grievances including Labor-Management meetings.
- 7.4 The City will provide up to one hundred sixty (160) hours, per bargaining unit, for employee stewards to engage in the following representative union activities:
- A. To represent an employee who is required to appear at a meeting related to a grievance or arbitration.
  - B. To represent an employee who is responding to disciplinary action or who is the subject of an investigation.
  - C. To represent an employee at his/her predetermination conference.
  - D. To attend collective bargaining as an "additional steward" pursuant to Article 8, Section 8.2.
  - E. To make a presentation at Human Resources' Quarterly New Hire Orientation program. (Non-employee stewards may attend.)
  - F. To attend union conferences, seminars, training, or other union activities related to their representative function, provided such leave does not adversely affect the daily operations of any department.

Should the one hundred sixty (160) hours be exceeded, Union stewards engaging in representative activities pursuant to Article 8, Section 8.2 and/or

Section 7.4 of this Article may be released without pay, use accrued vacation time, or use accrued compensatory time at the discretion of the Department Head (or designee), whose approval shall not be unreasonably withheld, unless releasing the employee adversely affects the daily operations of any department. The City may deny the use of such time off if it interferes with productivity or manpower needs. However, the City's exercise of its right shall not be arbitrary or capricious, nor shall it allow the City to proceed in a manner that deprives employees of their right of representation.

- 7.5 No employee shall engage in Union business while on duty except as referenced in Section 7.3 of this Article.

## ARTICLE 8

### 8.0 COLLECTIVE BARGAINING

- 8.1 The membership of the bargaining unit shall be represented in collective bargaining by the President of the Union or Designee. The Union shall provide written notice of the names of the collective bargaining representatives to the City Manager and Director of Human Resources and Risk Management prior to the commencement of bargaining. It is understood that only the Union representative(s) submitted in the above referenced notice are the official representatives of the Union for the purpose of negotiating with the City. Such negotiations entered into with persons other than those defined herein, regardless of their position or association with the Union, shall be deemed unauthorized and shall have no weight or authority in committing or in any way obligating the Union. It shall be the responsibility of the Union to notify the City Manager and Director of Human Resources and Risk Management in writing of any changes in the designation of any certified representative of the Union.
- 8.2 No more than six (6) Union stewards from each bargaining unit may participate in collective bargaining while on duty, without loss of pay. Additional stewards or bargaining unit members may participate in collective bargaining pursuant to Article 7, Section 4, while off duty, or when on pre-approved paid leave.
- 8.3 The City shall be represented by the City Manager, or a person or persons designated in writing to the Union by the City Manager.

## **ARTICLE 9**

### **9.0 LABOR-MANAGEMENT**

A joint Labor-Management Committee composed of an equal number of representatives from the Union and Management may meet following thirty (30) days of the ratification of this Agreement and up to such time that negotiations for a successor Agreement commence to discuss subjects as determined by the Committee.

## **ARTICLE 10**

### **10.0 POSTING OF AGREEMENT**

- 10.1 The City will maintain a copy of this Agreement for inspection in the City Clerk's Office and will have an electronic copy the Agreement available in every Department/Division with SEIU workers.
- 10.2 The City will post a copy of this Agreement, as ratified, on the City's website.

## **ARTICLE 11**

### **11.0 SAVINGS CLAUSE**

- 11.1 If any provision (Article or Section) of this Agreement is found to be invalid, unlawful, or unenforceable by any court having jurisdiction or by reason of any existing or subsequently enacted legislation or by judicial authority, the remaining provisions of this Agreement shall remain in full force and effect.
- 11.2 In the event of such finding, either Party may request to open negotiations for a substitute provision by notifying the other Party in writing within thirty (30) calendar days of the date the provision was invalidated.



## **ARTICLE 12**

### **12.0 COLLATERAL DOCUMENTS**

- 12.1 This Collective Bargaining Agreement does not exist in a void. Provisions, as amended from time to time, of the City's Personnel Policy Manual (PPM), Administrative Policy Manual (APM), Departmental Rules, and other policies established by Resolution or Ordinance (collectively referred to as collateral documents) are applicable to bargaining unit members unless the terms of said collateral documents conflict with the terms of this Agreement, in which case the terms of this Agreement shall control.

## ARTICLE 13

### 13.0 MODIFICATION OF CONDITIONS

- 13.1 When the City intends to make changes to City or Departmental rules, and/or regulations, the City will provide written notice to SEIU. The notice will include a description of the change and an implementation date, which shall be no less than thirty (30) calendar days from the date of notice.
- 13.2 If SEIU believes that the modification constitutes a change to wages, benefits, or terms and conditions of employment, then SEIU will have ten (10) calendar days from the date of notice to advise the City in writing that SEIU is requesting pre-implementation or post implementation impact bargaining. Such written request shall identify with specificity the manner in which the modification affects the rights of its members. The request shall also include three (3) dates and times when SEIU is available to meet with the City to discuss/bargain the modification.
- 13.3 When bargaining is requested, it shall begin no less than ten (10) calendar days following SEIU's request and shall be concluded within fourteen (14) calendar days following the first bargaining session.
- 13.4 Unless otherwise agreed to by the City and SEIU during their bargaining, the implementation date of change shall take effect as initially announced by the City, subject to SEIU's right to continue impact bargaining.
- 13.5 This provision is not a waiver, restraint, or limitation on the City's Management Rights, including to unilaterally determine the purpose of its departments, to set standards of services to be offered to the public, and to exercise control and discretion over its organization and operations.
- 13.6 All references to "days" in this Article shall mean "calendar" days, inclusive of Saturdays, Sundays, and Holidays.

## **ARTICLE 14**

### **14.0 ENTIRE AGREEMENT AND NON-WAIVER PROVISION**

- 14.1 This Agreement is the complete Agreement between the Parties, cancels all prior practices and agreements, and, except as expressly provided for herein, relieves the parties of the obligation to bargain on any subject during the term of this Agreement.
- 14.2 There is no past practice which results in a monetary benefit except as set forth expressly in this Agreement. All bargaining unit members are covered under the terms of this Agreement, Departmental Rules and Regulations and the City's Personnel Policy Manual, and are not under any Civil Service Rule/Regulation heretofore in existence.
- 14.3 Nothing in this Agreement shall be construed or interpreted as a waiver of SEIU's right to request bargaining or impact bargaining.
- 14.4 Nothing in this Agreement shall be construed or interpreted as a waiver or limitation on the City's management rights.

## ARTICLE 15

### 15.0 DUES DEDUCTION

- 15.1 Employees covered by this Agreement may on the prescribed form, authorize payroll deduction for the purpose of paying the Union dues and/or a uniform COPE deduction. Employees shall receive copies of the form from either the City Finance Department or their Union office. An employee may also authorize payroll deductions by consenting to use the Union's electronic/voice authorization process.
- 15.2 The Union will initially notify the City as to the amount of dues and/or COPE deductions. Such notification will be certified to the City in writing over the signature of an authorized officer of the Union. Changes in Union membership dues or COPE deductions will be similarly certified to the City and shall be done at least one (1) month in advance of the effective date of such a change. To revoke the payment of Union dues and/or COPE deductions, the employee shall go to the Union office or utilize the Union's electronic/voice authorization process, and Union staff shall prepare and mail (or electronic mail) notice of such change to the City's Finance Department.
- 15.3 Dues and COPE deductions shall be deducted each pay period and remitted monthly, and the funds shall be remitted along with a list of employees contributing to the Treasurer of Union within fifteen (15) days after the end of the month. The check for COPE deductions will be submitted to the Union, separately from the check for dues, on a quarterly basis. The Union will indemnify, defend, and hold the City harmless against any claims made or suits instituted against the City related to payroll deduction of Union dues and/or COPE deductions. Evidence of electronic/voice authorizations will be maintained by the Union and provided to the City upon request.
- 15.4 The Union will furnish forms for such authorization.

## **ARTICLE 16**

### **USE OF GPS, TRACKING, AND MONITORING SYSTEMS**

The City may install and use GPS or other similar location tracking and monitoring systems on any City property including but not limited to City vehicles and equipment. Information obtained from such systems may be used for any legitimate business purpose. The City will affix a sticker in the front compartment of City vehicles which have these types of systems activated.

## ARTICLE 17

### 17.0 BULLETIN BOARDS

- 17.1 The Union shall be provided space for bulletin boards at each location so designated by the City in the areas where unit employees normally are assigned to work for the use of SEIU members. These bulletin boards shall be used for posting Union notices, signed by a Union officer but restricted to the following:
- A. Notices of Union recreational and social affairs;
  - B. Notices of Union elections and results of elections;
  - C. Notices of Union appointments and other official Union business;
  - D. Notices of Union meetings;
  - E. Union newsletter On Track (may be unsigned).
- 17.2 All other information, including any notices containing any information other than purpose, date, time and place may be posted on such designated areas and the Union shall furnish the Director of Human Resources and Risk Management with a copy. All costs incidental to preparing and posting of Union materials will be borne by the Union. The Union is responsible for posting and removing approved material on its bulletin board and for maintaining such bulletin boards in an orderly condition.
- 17.3 The Union shall not post endorsements for candidates who are running for office.
- 17.4 The Union will hold harmless and indemnify the City for all claims or actions arising from materials placed on the bulletin board.

## ARTICLE 18

### 18.0 PERSONNEL FILES AND BARGAINING UNIT INFORMATION

- 18.1 Personnel files for all City employees are maintained by the City's Human Resources and Risk Management Department. Employees may inspect and obtain copies of their personnel files pursuant to Florida Public Records Law.
- 18.2 All bargaining unit members covered by this Agreement must be notified within seventy-two (72) hours of a public records request to review the bargaining unit member's personnel file, unless the file is being inspected by a governmental agency (including IRS), or state attorney, in the conduct of a lawful criminal investigation when confidentiality of the investigation is requested.
- 18.3 Bargaining unit members may request one electronic copy of their file at no charge once per the term of this Agreement. Additional requests will incur normal charges pursuant to Florida Public Records Law.
- 18.4 The Union may request, no more frequently than monthly, from the Director of Human Resources and Risk Management an electronic copy with the following information for all bargaining unit employees:
- Name
  - Address (if not exempt from public records)
  - Hire Date
  - Work Location
  - Employee ID
  - Classification of Employee
  - Hourly Rate
  - Dues Deducted
  - List of Employees in the Bargaining Unit who have left the City in the previous month

## **ARTICLE 19**

### **19.0 RECRUITMENT AND SELECTION**

- 19.1 Recruitment and Selection process and procedures are described in The Hiring Process of the City of Boynton Beach.



## ARTICLE 20

### 20.0 PROBATIONARY PERIOD

20.1 All newly hired or rehired employees shall be subject to a probationary period of six (6) months.

20.1.2 This initial probationary period may be extended for up to an additional ninety (90) days with the concurrence of the Department Head, Director of Human Resources and Risk Management, and City Manager or designee.

20.2 All promoted, reclassified, transferred, or demoted employees shall be subject to a probationary period of six (6) months, unless the employee is being promoted within their respective career path.

20.2.1 In the event an employee is promoted, reclassified, transferred or demoted during his/her initial six (6) month probationary period, the length of the employee's probationary period in the position to which (s)he is promoted, reclassified, transferred, or demoted will be six (6) months.

20.2.2 There will be no probationary period for an employee who is promoted within their respective career path.

20.3 An Employee, while serving in an initial probationary period, as defined in Sections 20.1 and 20.1.2, or who is promoted, demoted, laterally transferred, or reclassified, as defined in Article 21, to a position outside of his/her current and established Career Path, is considered "at-will" and has no property rights and has no appeal rights for discipline up to and including termination. All other rights of bargaining unit members are applicable to probationary employees unless otherwise stated within this Agreement.

20.4 An employee's probationary status is not in and of itself a factor in layoffs.

## ARTICLE 21

### 21.0 PROMOTION, DEMOTION, LATERAL TRANSFER, AND RECLASSIFICATION

#### 21.1 PROMOTION

It is recommended that an employee who is interested in applying for a promotional opportunity be in his/her current position for a minimum of six (6) months and have satisfactory performance. Pursuant to Article 20 each promoted employee who is subject to a probationary period of at least six (6) months from his/her date of promotion, (unless the employee is promoted within their respective career path) is subject to the provisions in Article 20.3.

21.1.1 In the event an employee is promoted while serving in his/her initial six (6) month probationary period, the length of the employee's probationary period in the position to which (s)he promoted will be six (6) months, unless the employee is promoted within their respective career path.

21.1.2 There will be no probationary period for an employee who is promoted within their respective career path.

21.1.2 Upon promotion an employee's rate of pay will be adjusted as follows:

- a. Promotion of one pay grade:  
+5% of mid-point of new grade or to minimum of new grade, whichever is higher
- b. Promotion of two pay grades:  
+7.5% of mid-point of new grade or to minimum of new grade, whichever is higher
- c. Promotion of three or more pay grades:  
+10% of mid-point of new grade or to minimum of new grade, whichever is higher

21.1.3 In no event will the employee's base rate of pay exceed the maximum of the pay grade for the position to which the promotion is made.

21.1.4 All promotions outside the aforementioned percentage increases are to be determined by the City Manager or designee within budgetary constraints.

#### 21.2 DEMOTION

Pursuant to Article 20, each demoted employee, whether voluntary or involuntary, is subject to a probationary period of at least six (6) months from his/her date of demotion and is subject to the provisions in Article 20.3.

21.2.1 Upon demotion, an employee's rate of pay will be adjusted as follows:

Demotion of one pay grade:  
-5% of mid-point of current grade (position leaving)

Demotion of two pay grades:  
-7.5% of mid-point of current grade (position leaving)

Demotion of three or more pay grades:  
-10% of mid-point of current grade (position leaving)

21.2.2 In no event will the employee's base rate of pay exceed the maximum of the pay grade for the position to which the demotion is made.

21.2.3 A promoted employee who is demoted prior to completion of his/her probationary period will have his/her pay reduced by the same amount as the promotional increase.

21.2.4 The Director of Human Resources and Risk Management and the City Manager reserve the right to make exceptions to Section 21.2.1 of this Article when they determine that the circumstances surrounding the demotion do not warrant reducing the pay of the demoted employee.

### 21.3 LATERAL TRANSFER

Pursuant to Article 20, each transferred employee, whether voluntary or involuntary, is subject to a probationary period of at least six (6) months from his/her date of transfer and is subject to the provisions in Article 20.3.

21.3.1 Employees transferring from one position to another position in the same pay grade, whether in the same or different department, will maintain the same rate of pay.

### 21.4 RECLASSIFICATION

Pursuant to Article 20, each reclassified employee is subject to a probationary period of at least six (6) months from his/her date of reclassification and is subject to the provisions in Article 20.3.

21.4.1 Reclassifications resulting in a promotion, demotion, or lateral transfer will follow those specified provisions as outlined in this Article.

## ARTICLE 22

### 22.0 SENIORITY AND LAYOFF

The City and the Union recognize the value of an experienced workforce and agree that an employee's seniority shall be considered, along with the needs of the City, when affecting decisions on vacations, promotions, and shifts.

22.1 Seniority shall be defined as the employee's continuous length of service with the City of Boynton Beach.

22.2 Employees shall lose their seniority for the following reasons:

- A. Termination
- B. Retirement
- C. Resignation
- D. Failure to report to the Department of Human Resources and Risk Management the intention of returning to work within five (5) days of receipt of recall as verified by certified mail
- E. Failure to return from military leave within the time prescribed

22.3 The City Manager may lay off any union employee whenever such action is made necessary by reason of shortage of work or funds, the abolishment of a position, consolidation of departments or divisions, privatization, reclassification, or reorganization.

- A. Employees will be given severance pay when laid off from the City according to the following schedule:

<u>Completed Years of Service</u>	<u>Severance Pay</u>
0 – 1 year	40 hours
2 – 9 years	80 hours
10 – 19 years	120 hours
20+ years	160 hours

- B. Whenever a layoff of one (1) or more employees becomes necessary, the City Manager shall notify the Union at least two (2) weeks in advance of the intended action and the reasons therefore.
- C. The Director of Human Resources and Risk Management shall furnish the City Manager with the names of the employees to be laid off in the order in which such layoff shall occur. In order to minimize the disruption of the operations of the City, the order of layoff shall be in reverse order of total continuous time served in the same classification and within the same department.

## ARTICLE 23

### 23.0 DISCIPLINE AND PERFORMANCE MANAGEMENT

#### 23.1 COACHING

Supervisors provide information, guidance, and directives to employees on a day-to-day basis, which is a standard method of communication in the workplace. Beyond such standard communication, Coaching is an opportunity for an employee and supervisor to discuss work-related progress and concerns. During coaching, supervisors may provide employees with feedback relating to their day-to-day conduct, behavior, and/or overall performance of their jobs, such as what went well, what could have gone better, reminders, and/or other instructive and constructive communications. Coaching is intended to identify to an employee conduct, behavior, or a performance deficiency in an informal and constructive way before it reaches a level necessitating documented disciplinary action. As Coaching does not constitute discipline, employees are not entitled to Union representation when management is providing such feedback. Coaching, although encouraged, is not required prior to the imposition of discipline.

#### 23.2 PROGRESSIVE DISCIPLINE

23.2.1 The City endeavors to maintain productive and mutually beneficial employment relationships with bargaining unit members. No bargaining unit member shall be disciplined without just cause. When employees violate an established policy, procedure, or rule, or when performance deficiencies are identified, management addresses these issues with employees with the intent to have employees correct their behavior and/or improve their performance.

23.2.2 Progressive discipline allows for the imposition of an appropriate level of discipline depending on the facts and circumstances of each case coupled with consideration of the employee's overall employment and disciplinary history. No two employees or circumstances are identical; therefore, individual employees may have different progressive discipline outcomes.

23.2.2.1 Previous Written Counseling (see Section 23.4) that was issued twenty-four (24) months prior to a current disciplinary matter will not be factored into determining the level of discipline for the current matter. Exceptions to this Section may include previous actions regarding preventable accidents/incidents; moral turpitude; theft; and/or acts of aggression/violence.

23.2.2.2 Previous Written Notice/Reprimand (see Section 23.4) that was issued thirty-six (36) months prior to a current disciplinary matter will not be factored into determining the level of discipline for the current matter. Exceptions to this Section may include previous

actions regarding preventable accidents/incidents; moral turpitude; theft; and/or acts of aggression/violence.

23.2.3 Violations are categorized as Misconduct, Serious Misconduct, or Extreme Misconduct. A non-exhaustive list of examples of different types of violations by category is referenced in the City's Personnel Policy Manual. Progressive discipline does not apply to the following categories of conduct:

- Workplace Violence
- Harassment
- Criminal Activity

### 23.3 DISCIPLINE PROCESS

#### 23.3.1 Initial Meeting

When a supervisor identifies a policy, procedure, or rule violation and/or other performance deficiency, the supervisor may, at his/her discretion, schedule an "Initial Meeting" with an employee to discuss the incident or issue to ensure that (s)he has considered the facts and circumstances from the employee's perspective.

Although some circumstances may benefit from a supervisor having an Initial Meeting, there is no requirement to have one in all cases. If the supervisor schedules an Initial Meeting, it is because the employee will be subject to questioning, which may result in discipline. As such, an employee is able to request Union representation to accompany him/her to the Initial Meeting.

An employee will be provided with a minimum of forty-eight (48) hours of notice of any scheduled Initial Meeting for which (s)he would be responsible for requesting a Union representative

No advanced notice to the employee is required when the supervisor has pre-arranged for a Union representative to attend the Initial Meeting. The employee and Union representative will be allowed up to fifteen (15) minutes to confer, without management present, prior to the start of the Initial Meeting.

##### 23.3.1.2 Requesting/Waiving Union Representation

It is the employee's responsibility to arrange for Union representation, if so desired, upon receiving notice to attend an Initial Meeting.

An employee who arrives to a prescheduled Initial Meeting without Union representation will be deemed to have waived his/her right to such representation, and the meeting will proceed as scheduled.

#### 23.3.1.3 Investigations

All investigations are subject to completion within a six (6) month timeframe.

If the Investigation is not completed within the six (6) month timeframe no disciplinary action will be taken against the employee.

#### 23.3.2 Disciplinary Meeting

A Disciplinary Meeting may be held with an employee at any time. The purpose of a Disciplinary Meeting is to issue already determined discipline. As an employee will not be expected to answer any questions at this meeting, (s)he is not entitled to Union representation.

#### 23.4 TYPES OF DISCIPLINARY ACTION

The following disciplinary actions shall be utilized, and, depending on the severity of the offense, the first disciplinary action may be at any appropriate level, including termination of employment.

##### Minor Discipline:

- A. Written Counseling
- B. Written Notice
- C. Written Notice in Lieu of Suspension,
- D. Unpaid Suspension of twenty-four (24) hours or less,

##### Major Discipline:

- A. Unpaid Suspension of more than twenty-four (24) hours
- B. Disciplinary Demotion
- C. Termination of Employment

#### 23.5 PERFORMANCE IMPROVEMENT PLAN (PIP)

Performance Improvement Plans (PIP) are most commonly used in the following circumstances:

- To extend an employee's probationary period;
- When an employee receives a performance evaluation, which indicates the employee is not meeting expectations;
- When an employee's performance, related to deficiencies in their knowledge, skills, abilities, and/or competencies (K.S.A.C.), has deteriorated over a period of time; or
- When an employee's performance, related to deficiencies in their knowledge, skills, abilities, and/or competencies

(K.S.A.C.), falls below standard following a newly implemented system, process, and/or procedure.

A Performance Improvement Plan describes the employee's current performance issues, states the performance expectations for required area(s) of improvement, and provides an action plan to guide the employee toward improving his/her performance within a defined time period.

- a. A Performance Improvement Plan may be issued at any time and/or in conjunction with any disciplinary action.
- b. Any "Major Discipline" or suspension resulting from the unsuccessful completion of a Performance Improvement Plan is subject to a Predetermination Conference.

## 23.6 TYPES OF APPEALS/RESPONSES TO DISCIPLINARY ACTION

### 23.6.1 Minor Discipline Appeal/Response Options:

- a. There are no appeal options for a Written Counseling or for placing an employee on a Performance Improvement Plan.
- b. Written Comments

Employees may submit written comments in response to any Minor Discipline for inclusion in their personnel files.

- c. Administrative Appeal

Employees may request to have an Administrative Appeal with the Director of Human Resources and Risk Management (or Designee) by making such request in writing or by electronic mail directly to the Director of Human Resources and Risk Management within fourteen (14) calendar days of receipt of a Written Notice, Written Notice in Lieu of Suspension, or Unpaid Suspension of twenty-four (24) hours or less.

Within thirty (30) calendar days of conducting an Administrative Appeal, the Director of Human Resources and Risk Management (or Designee) will provide the employee with a written response of his/her determination. This determination is final and not subject to further review or appeal.

### 23.6.2 Major Discipline Appeal/Response Options:

- a. Written Comments

Employees may submit written comments in response to any Major Discipline for inclusion in their personnel files.



b. Predetermination Conference

Prior to the imposition of any Major Discipline, employees are entitled to participate in a Predetermination Conference. Employees will be provided a letter explaining their eligibility to participate in the Predetermination Conference. If an employee wishes to participate, (s)he must timely elect to do so by completing and returning the Election of Rights form to the Director of Human Resources and Risk Management by the deadline stated in the letter, and (s)he must attend the Predetermination Conference as scheduled. An employee may have a representative attend the Conference with him/her.

As soon as practical after the Predetermination Conference, the employee will be notified in writing of the City's decision.

If no agreement is reached following the City's response to the Predetermination Conference, the Union may refer the matter on behalf of the employee to arbitration by notifying the Director of Human Resources and Risk Management **and** the City Manager by electronic mail on or by the tenth (10<sup>th</sup>) day of receipt of the City Manager's response.

23.7 CRIMINAL CHARGES

- a. If an employee is arrested and charged with a felony offense, the employee shall be placed on Administrative Leave Without Pay until all final dispositions of the criminal charges. An employee who is convicted of, or who pleads guilty or no contest to, a felony or who pleads guilty or no contest in conjunction with a plea negotiation shall be terminated from his/her employment with the City without the right to a Predetermination Conference or appeal through the Grievance process. If an employee is convicted of, or pleads guilty or no contest to a lesser charge or in conjunction with a plea negotiation, (s)he may be terminated from his/her employment with the City pending the outcome of a Predetermination Conference.
- b. During an Administrative Leave Without Pay under these circumstances, an employee will be paid from any accrued and available vacation and sick leave.

## ARTICLE 24

### 24.0 GRIEVANCE AND ARBITRATION

A grievance is defined as a dispute or disagreement involving the application or interpretation of the express provisions of this Agreement. Issues or disputes, which are not grievances as so defined, shall not be subject to arbitration but may be processed through the grievance procedure. The Parties agree that the grievance procedure shall be the sole and exclusive method for resolving any dispute involving the application or interpretation of the Agreement. Challenges to discipline are governed by Article 23 – Discipline and Performance Management.

All references to “days” in this Article shall mean calendar days.

#### 24.1 Grievance Procedures

All grievances and responses to grievances shall be dated and submitted in writing by electronic mail to the Director of Human Resources and Risk Management (or Designee). The Parties agree to the step procedure outlined in this Article and acknowledge that the Parties can only extend stated deadlines by written agreement that matters are temporarily (not to exceed ten (10) days) being held in abeyance. Extensions shall never be inferred by the conduct of a Party and shall always be in writing. If the Union or Grievant fails to timely file or timely advance a grievance to the next step, the grievance is deemed “withdrawn” and cannot be refiled. If the City fails to timely respond at any step, the grievance is deemed “denied” and the Union or Grievant may proceed to the next step.

The Parties agree to utilize the Director of Human Resources and Risk Management (or Designee) at all steps as the conduit for receiving and responding to grievances submitted to the City. Grievances at all steps shall be submitted by electronic mail to the Director of Human Resources and Risk Management (or Designee). For the purpose of this Article, “of receipt” shall mean the date the electronic mail message was sent.

##### 24.1.1 **Step One** – Department Director

The Union or Grievant shall submit in writing a Step One grievance on behalf of an employee or group of employees on or by the fifteenth (15<sup>th</sup>) day of the occurrence or on or by the fifteenth (15<sup>th</sup>) day of when the employee(s) knew or should have known of the occurrence.

All grievances shall include the following:

- a. Statement of the grievance and the facts and circumstances upon which it is based;
- b. Name, job title, and department of grievant(s);
- c. The Article(s) and Section(s) of the Agreement alleged to have been violated; and
- d. The remedy requested;

All class action grievances shall also include:

- a. Statement indicating the grievance is a class action; and
- b. Signature of an SEIU Union Official (President, Vice-President, Chief of Staff, Deputy Chief of Staff, or non-City employee Lead Negotiator).

In the event a grievance does not contain the required information listed above, the Director of Human Resources and Risk Management (or Designee) may return the grievance to the Union or Grievant by electronic mail with a written notification identifying the missing information and deeming the grievance as “incomplete.” An “incomplete” grievance must be returned to the Union or Grievant on or by the fifteenth (15<sup>th</sup>) day of receipt of the grievance. The Union or Grievant will then have five (5) days from the date of receipt of the incomplete grievance to resubmit a complete grievance. If a complete grievance is not resubmitted on or by the fifth (5<sup>th</sup>) day of receipt, it will be deemed “withdrawn,” and the Union or Grievant will not be able to resubmit it.

The Department Director’s Step One response shall be transmitted to the Union on or by the tenth (10<sup>th</sup>) day of receipt of a complete grievance.

**24.1.2 Step Two** – Director of Human Resources and Risk Management (or Designee)

If no agreement is reached at Step One, the Union or Grievant may file a Step Two written grievance on behalf of grievant(s) by electronic mail to the Director of Human Resources and Risk Management on or by the seventh (7<sup>th</sup>) day of receipt of the Step One response. The Step Two written grievance shall describe with specificity the information on which the Union is relying to establish why it believes the Department Director’s Step One response is not correct.

The Director of Human Resources and Risk Management (or Designee), at his/her discretion, may conduct interviews with the grievant(s), the Union representative(s), members of the bargaining unit, and/or management to discuss the grievance. The Director of Human Resources and Risk Management (or Designee) must notify the Union or Grievant within five (5) days of receipt of the Step Two appeal if (s)he intends to conduct an interview with the grievant(s). Once such notification is made, the time period for the City’s Step Two response is tolled until the interviews can be scheduled and conducted.

The Director of Human Resources and Risk Management (or Designee) shall respond in writing to the Step Two grievance by electronic mail on or by the twentieth (20<sup>th</sup>) day of receipt of the Step Two grievance or on or by the twentieth (20<sup>th</sup>) day following an interview with the grievant(s), if an interview occurred.

**24.1.4 Step Three** – Arbitration

- a. If no agreement is reached at *Step Two* the Union may refer the grievance on behalf of the grievant(s) to arbitration by notifying the Director of Human Resources and Risk Management **and** the City Manager by electronic mail on or by the twentieth (20<sup>th</sup>) day of receipt of the Step Two response. The City may also request arbitration by notifying an SEIU Union Official by electronic

mail on or by the twentieth (20<sup>th</sup>) day of submitting the Step Two response. Employees who are not members of the Union, and who the Union refuses to represent as a result of such non-membership in the Union, may proceed to arbitration on their own and at their own expense, unless the Union has determined that the grievance giving rise to the arbitration has no merit.

## 24.2 Arbitration Procedures

The Party requesting arbitration shall initiate arbitration on or by the tenth (10<sup>th</sup>) day of receipt of arbitration notice as referenced in Section 24.1.4.a. by filing a request with the Federal Mediation and Conciliation Service (FMCS) for a panel of seven (7) arbitrators with a business office in the State of Florida. A copy of this request shall be served on the other Party.

### 24.2.1 Arbitrator Selection

Each Party retains the right to reject one arbitrator panel in its entirety and request that a new panel be issued. The Party requesting arbitration shall strike the first name with each Party alternating strikes thereafter until only one arbitrator's name remains. The person remaining shall be the arbitrator. The arbitrator shall determine the date(s) and time(s) of the hearing subject to the availability of the Union and the City. Arbitration will be conducted at a location determined by the Parties.

### 24.2.2 Arbitration Fees and Expenses

All fees and expenses of the arbitrator shall be divided equally between the Union and the City; however, each Party shall fully bear the expense of preparing and presenting its own case, including the cost of witnesses and other people it requires to attend the arbitration.

### 24.2.3 Arbitrator Authority and Award

The power of the arbitrator shall be limited to the interpretation and application of the written terms of this Agreement. In no event shall the terms and provisions of this Agreement be deleted, modified, or amended by the arbitrator. The arbitrator shall consider and decide only the specific issues raised by the grievance when it was submitted in writing to the City at Step One and the arbitrator shall have no authority to make his/her decision on any issue not submitted to him/her.

The arbitrator shall submit his/her decision in writing with a statement of findings and reasons within thirty (30) days of the receipt of briefs, if any, or receipt of the transcript if Parties have agreed to submit the arbitration transcript in lieu of briefs.

In the event the arbitrator finds a violation of the Agreement, the arbitrator shall determine an appropriate Award. The arbitrator's Award shall not be greater than the restoration of the employee to his/her most recent position held and the monetary value of the employee's back wages and benefits to make the employee "whole."

#### 24.2.4 Other Provisions

A transcript of the Hearing will be made, unless waived by both Parties.

Briefs, if any, must be filed with the arbitrator no later than thirty (30) days after the close of the Hearing or after receipt of the transcript, if a transcript is requested by either Party.

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

## ARTICLE 25

### 25.0 INSURANCE

#### 25.1 Medical, Vision and Dental Insurance

The sole medical benefit plan available to employees is a High Deductible Health Plan (HDHP).

25.1.1 Year One: \_\_\_\_\_

1. The premium cost for "employee only" HDHP medical, dental, and vision insurance shall be paid by the City. Employees are responsible for paying any premiums associated with covering dependents. For this plan year, the City absorbed the cost of a twelve and a half percent (12.5%) increase in medical insurance premiums. The City Commission, through the Annual Budget process, may appropriate funds to subsidize the employees' premium costs for employees who cover dependent children on their medical plans. Any subsidy offered does not extend beyond the plan year for which it is budgeted, and the offering of and/or amount of any such subsidy is not subject to negotiation.
2. The City will contribute an annualized total of seven hundred fifty (\$750.00) into an employee's HSA on the first full pay period check date following.
  - a. In order to be eligible for HSA deposit above, an employee must be actively employed on \_\_\_\_\_.
  - b. Employees who are enrolled on the City's medical plan but who are ineligible to have an HSA because they are also enrolled in Medicare, may be eligible to receive the City contribution amount referenced in Section 2 above as a lump sum. These employees must inquire directly with the Director of Human Resources and Risk Management (or Designee) no later than December 1st to be considered.
3. The City will contribute two hundred fifty dollars (\$250.00) into an employee's HSA when they complete a Personal Health Assessment (PHA) between \_\_\_\_\_ through \_\_\_\_\_ at the Employee Health and Wellness Center and provide the required documentation to Human Resources. There should be a minimum of seven (7) months between PHA exams.
4. The City will provide opportunities to convert an annualized total value of up to one thousand five hundred dollars (\$1,500.00) after pension deduction, of any combination of sick and vacation time at the 100% conversion rate to help fund their HSA. This conversion can be done during the following times:
  - a. \_\_\_\_\_ (any amount up to an annualized total of \$1,500.00)
  - b. \_\_\_\_\_ (any amount up to an annualized total of \$1,500.00)
  - c. \_\_\_\_\_ (any amount up to an annualized total of \$1,500.00)

- d. For purposes of this Article, "annualized" means plan year \_\_\_\_ through \_\_\_\_.
5. Newly hired employees, hired on or after \_\_\_\_\_, and who elect to be covered on the City's medical insurance, will accrue sixty-two dollars and fifty cents (\$62.50) per active month of service for the City to deposit into their HSA through September 2021. The initial deposit will be made the first check of the month in which the member becomes enrolled in the City's group medical insurance.

25.1.1(a) This Article will be reopened for negotiations no later than June 2023. Year Two & Three may also be reopened at this time.

25.1.2 Year Two: \_\_\_\_\_

- a. The aforementioned provisions in section 25.1.1 will be effective for future plan years during the term of this Agreement, with modification to the dates in order to refer to the applicable year.
- b. The City and Union agree to reopen this section [25.1.1] no later than July 15<sup>th</sup> of each year of the Agreement if the following occurs:
  - i. The billing premium cost passed on to the employee for dependent coverage increases by more than five percent (5%); and
  - ii. The deductible amounts increase by more than \$250.00 for employee only coverage or more than \$500.00 for employee plus dependent(s) or family coverage.

25.1.3 Year Three: \_\_\_\_\_

- a. The aforementioned provisions in section 25.1.1 will be effective for future plan years during the term of this Agreement, with modification to the dates to refer to the applicable year.
- b. The City and Union agree to reopen this section [25.1.1] no later than July 15<sup>th</sup> of each year of the Agreement if the following occurs:
  - i. The billing premium cost passed on to the employee for dependent coverage increases by more than five percent (5%); and
  - ii. The deductible amounts increase by more than \$250.00 for employee only coverage or more than \$500.00 for employee plus dependent(s) or family coverage.

## ARTICLE 26

### 26.0 PENSION

26.1 Employees will continue to participate in the employee's pension plan of the City of Boynton Beach Ordinance No. 88-43, as amended. A copy of the plan's annual actuarial valuation report will be provided to the Union, in its entirety, upon request from the Union.

26.2 Recent Historical Changes During Bargaining

- The City and the Union agree to conform the pension plan to state requirements as pertaining to municipal pension programs.
- DROP: Employees hired on or after January 1, 2020 will receive interest at a rate of 0% - 8% depending on plan performance. These members will be required to remove their money from the DROP as stipulated in the DROP Ordinance.

26.3 This Article will be reopened for negotiations no later than June 2023.



## ARTICLE 27

### 27.0 HOURS OF WORK, OVERTIME, AND BREAKS

#### 27.1 HOURS OF WORK

27.1.1 The basic work week shall consist of forty (40) hours, unless otherwise specified. The City Manager will establish, and may change, the basic work week and hours of work best suited to meet the needs of the City. Nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours worked per week.

27.1.2 The Department Director (or Designee) will establish a regular work schedule for employees and may change an employee's or group of employees' regular work schedules to meet department needs. Employees will be notified in writing with a minimum of six (6) calendar days of notice of any change to their regular work schedules. Notwithstanding the requirement for the advanced notice, employees may, at their sole discretion, waive the notice period and begin to work the new schedule upon request of the Department Director (or Designee).

27.1.3 Employees may be required to work additional hours as assigned by their supervisors.

27.1.4 Employees shall not be in a work status more than seven (7) minutes prior to, or more than seven (7) minutes after, their regular workdays unless they have their supervisor's approval to be in a work status.

For purposes of timekeeping, the City will round time to the quarter hour consistent with 29 C.F.R. § 785.48.

Example:

6:53 – 7:07 = 7:00

7:08 – 7:22 = 7:15

7:23 – 7:37 = 7:30

7:38 – 7:52 = 7:45

27.1.4.1 It is understood that the clock or other system designated by an employee's supervisor to record arrival and departure shall be the clock or system against which timely reporting for work is measured. If at any time that clock or system is deemed inoperative, the immediate supervisor will advise employees which clock or system will be utilized for timekeeping purposes.

27.1.4.2 Employees are required to accurately document or record their work time pursuant to their department's system.

27.1.5 Shift Bidding: Employees who work in departments in job classifications that have more than one established shift are able to bid on these shifts

pursuant to the Department's/Division's established shift bidding process. A list of Departments/Divisions with established shift bidding processes is available in **ADDENDUM "A"** of this Agreement.

27.1.5.1 If no departmental/divisional shift bidding process exists for a job classification within a Department/Division that has more than one shift, then the priority for selecting shifts will be based on seniority, as defined by the length of time in the job classification within the department/division, as long as the department/division can maintain the necessary balance of employees with the requisite knowledge, skills, and abilities required for the shift. The Department Director retains the sole discretion to determine the requisite knowledge, skills, and abilities complement required on each shift. Such shift bidding opportunities will be granted each year on December 1<sup>st</sup> and become effective January 1<sup>st</sup>.

## 27.2 OVERTIME

27.2.1 All work performed in excess of forty (40) hours in any one work week shall be paid in accordance with the Fair Labor Standards Act (FLSA) regulations for overtime.

27.2.2 Holiday time and hours worked will be considered in the calculation of overtime.

27.2.3 Additional hours may be offered and scheduled for a specified work function. Such additional hours will be offered on a rotating basis based on seniority, which is defined as the length of time in the job classification within the department/division. Department/Division established rotation processes supersede this provision. A list of Departments/Divisions with established rotation processes is available in **ADDENDUM "B"** of this Agreement.

27.2.3.1 Additional hours worked are not calculated as "overtime" until an employee has "actually worked" in excess of forty (40) hours in the work week.

27.2.4 Supervisor's shall provide no less than two (2) hours of advanced notice to employees prior to the assignment of unscheduled/mandated additional work hours except in the case where the supervisor, in consultation with the Department Director (or Designee), has determined that the additional unscheduled/mandated hours are deemed an immediate necessity for providing City services.

27.2.4.1 An employee who refuses or fails to work additional hours, pursuant to Section 27.2.4, may be subject to discipline if the employee does not have a legitimate reason, as determined by the supervisor in consultation with Human Resources, as to why (s)he cannot work the hours.

- 27.2.5 In the event an employee is required to work additional hours, the employee's hours may be flexed within the same work week, provided the employee and the supervisor mutually agree to do so.

### 27.3 BREAKS

- 27.3.1 Employees are provided with two (2) paid fifteen (15) minute breaks throughout the course of a minimum eight (8) hour scheduled shift. During scheduled shifts of less than eight (8) hours, employees are provided with one (1) paid fifteen (15) minute break. During these paid breaks, employees are required to remain at the job site. Paid breaks are scheduled by the employee's supervisor, and the supervisor may authorize the combination of two (2) paid breaks.

- 27.3.2 Unless otherwise stated, employees who are scheduled to work a shift of eight and a half (8.5) hours have a thirty (30) minute unpaid break. Employees who are scheduled to work a shift of nine (9) or more hours have a sixty (60) minute unpaid break. During this break time, employees are allowed to leave the job site. Unpaid breaks are scheduled by the employee's supervisor, and the times of such breaks are subject to change without notice.

- 27.3.2.1 An employee who, due to work necessity as dictated by his/her supervisor, is unable to disengage from work for the break referenced in Section 27.3.2 may be required or authorized by his/her supervisor to flex that time on the same work day.

- 27.3.2.2 A Department Director, with approval from the Director of Human Resources and Risk Management and the City Manager or designee, may authorize an employee to have an alternate unpaid break length that is consistent with his/her regular work schedule.

- 27.3.2.3 Employees in the following job classifications are not eligible for the break referenced in Section 27.3.2 because they are required to remain at the job site and unable to fully disengage from their work:

- Plant Operator Maintainer Trainee
- Water Treatment Plant Operator I
- Water Treatment Plant Operator II
- Water Treatment Plant Operator III
- Water Treatment Plant Lead Operator

- 27.3.3 An employee who fails to adhere to break time provisions, including timely returning to work from breaks, is subject to discipline.

#### 27.4 Task Assignment (Solid Waste)

27.4.1 Solid Waste employees are responsible for satisfactory completion of a daily Task Assignment. A daily Task Assignment is defined as those duties correlating to collection of solid waste from defined routes; assisting other employees in collecting solid waste from other defined routes pursuant to Section 27.4.2; attending departmental meetings that require employee attendance; cleaning and maintaining vehicles; performing emergency work pursuant to Section 27.4.3; and any other duties assigned by supervisory staff related to support services for solid waste collection and to advance Citywide disaster responses.

27.4.2 Within the Solid Waste Division, circumstances may arise which prevent certain crews from completing their assigned routes within the work day. In this event, Management may direct other crews to help complete the route(s) of crews who were unable to complete their route(s) on that same day.

27.4.3 All employees in the Solid Waste Division of Public Works who perform work pursuant to Section 27.4.1 are considered Task employees. Task employees will be assigned to shifts of either eight (8) or ten (10) hours per day. Task employees will maintain the same shift for an entire work week. At the beginning of each work day, a daily Task Assignment shall be assigned by the supervisor. Upon completion of the assigned daily Task Assignment, a Task employee may be required to perform other work functions related to the Solid Waste Division of Public Works.

27.4.3.1 Task employees shall be released from duty only by their immediate supervisors, the supervisor on-duty, or the Solid Waste Manager. Task employees are prohibited from releasing themselves from duty. Task employees who self-release from duty are subject to disciplinary action.

27.4.4 The Director of Public Works (or Designee) will "equalize," as closely as possible, assignments for Task employees.

27.4.5 An employee may be assigned to cover another employee's assigned route when the employee who is normally assigned to the route is on vacation or is on extended leave. In this case, the employee who is assigned to cover the route shall be assigned that route for the entire work week and shall work the same shift as the employee for whom (s)he is covering. Management shall make every effort to provide the covering employee with forty-eight (48) hours of advance notice.

#### 27.4.6 "Task hours" Accrual and Effect on Payroll

27.4.6.1 Section 27.2.4 is **not** applicable to Task employees who are on Task Assignment (Solid Waste). Overtime is calculated and paid pursuant to Sections 27.2. through 27.2.3.1.

27.4.6.2 Due to the type of work, there may be instances when an employee completes his/her daily work prior to the end of his/her regularly scheduled shift ending time. If no other work is required to be completed, a supervisor may release the employee for the day. In order to ensure that the

employee is not adversely affected by this early release, the remaining hours in the work day will be notated as "Task hours."

27.4.6.3 "Task hours" are hours that are **not** "actually worked;" therefore, these hours are **not** considered "hours worked" for the purposes of calculating overtime. Task hours also shall **not** result in paying an employee for more than forty (40) hours in any work week if (s)he has not actually worked more than forty (40) hours in that work week.

27.4.6.4 "Task hours" that have been accrued during the work week are only paid when an employee, as a direct result of being released early from his/her scheduled task assignment, has not met the minimum threshold of forty (40) hours in the work week.

Example #1:

Day	Hours Worked	Task Hours Accrual (not worked)	
Monday	9	1	
Tuesday	10	0	
Wednesday	OFF	OFF	
Thursday	12	0	
Friday	6	4	
Weekly	37	5	
<b>Hours Paid</b>	<b>37 Reg</b>	<b>3 Task</b>	<b>40 total hours</b>

Example #2:

Day	Hours Worked	Task Hours Accrual (not worked)	
Monday	12	0	
Tuesday	12	0	
Wednesday	OFF	OFF	
Thursday	8	2	
Friday	10	0	
Weekly	42	2	
<b>Hours Paid</b>	<b>40 Reg &amp; 2 OT</b>	<b>0 Task</b>	<b>42 total hours</b>

Example #3:

Day	Hours Worked	Task Hours Accrual (not worked)	
Monday	12	0	
Tuesday	(Vacation) 10	0	
Wednesday	OFF	OFF	
Thursday	8	2	
Friday	9	1	
Weekly	39	3	
<b>Hours Paid</b>	<b>29 Reg &amp; 10 Vac</b>	<b>1 Task</b>	<b>40 total hours</b>

27.4.7 Employees may sign up to voluntarily work on Sunday to perform work consistent with Task Assignments. Voluntary Sunday Task Assignments shall be offered on a rotating seniority basis, starting with the most senior employee who signed up to work.

27.4.7.1 A Task employee who has volunteered to work on that Sunday will be paid either: (a) three (3) hours at one and a half (1.5) times his/her regular rate of pay or (b) the total of all actual hours (s)he "actually worked" at his/her regular rate of pay, whichever is greater.

27.4.7.2 Should no Task employees volunteer to work on a Sunday when work is available, the City shall mandate the Sunday Task Assignment by reverse seniority, beginning with the least senior Task employee. Task employees who have been mandated to work a Sunday Task Assignment will be paid the total of all actual hours (s)he "actually worked" at his/her regular rate of pay.

## 27.5 UTILITIES SHIFT DIFFERENTIAL

Water Plant Operators who work the evening/overnight shift (current shift as of ratification: 6:00 p.m. – 6:00 a.m.) are eligible to receive a shift differential, which is an additional five percent (5%) of pay per hour.

## **ARTICLE 28**

### **28.0 COMPENSATORY TIME**

28.1 Employees may accrue compensatory time in lieu of overtime pay when the employee works in excess of forty (40) hours in a work week.

28.2 Compensatory time is accrued at one and a half (1.5) times per hour of overtime worked. Employees may accumulate up to one hundred and twenty (120) hours of compensatory time. At no time may an employee accumulate more than one hundred and twenty (120) hours of compensatory time. Compensatory time must be taken within the fiscal year following its accrual or it will be paid out.

28.2.1 The first quarter begins on October 1<sup>st</sup>.

28.3 It is solely the employee's option to choose whether (s)he wishes to be paid for his/her overtime or to accrue compensatory time. The City will not encourage employees to take one form of compensation over the other.

## ARTICLE 29

### 29.0 HOLIDAYS

29.1 The following is a list of City-observed holidays. The dates on which each holiday is observed by the City is determined each October for the upcoming calendar year.

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents' Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve
- Christmas Day

### 29.2 Holiday Pay Provisions

29.2.1 For employees who are not required to work on a City-observed holiday:

- A. When a City-observed holiday falls on an employee's scheduled work day, the employee will receive holiday pay at the rate of one hour for every hour he/she works at straight time, based on the employees regularly scheduled shift.
- B. When a City-observed holiday falls on an employee's non-scheduled work day, it will be treated as a floating holiday and one hour for every hour he/she works at will be added to the employee's vacation leave bank, based on the employees regularly scheduled shift.
- C. Employees must work their regularly scheduled work day immediately before and their regularly scheduled work day immediately after the holiday or be in a pre-approved and authorized pay status immediately before and after the holiday in order to receive holiday pay or have floating holiday hours added to their vacation leave banks.

29.2.2 For employees who are required to work on a City-observed holiday:

- A. An employee who is scheduled and required to work on a City-observed holiday, will receive holiday pay at the rate of one hour for every hour he/she works at straight time, based on



the employees regularly scheduled shift, in addition to being compensated for their hours “actually worked.”

- B. Employees must report to work on time and work until the end of their shift on the City-observed holiday in order to be eligible for holiday pay.

29.2.3 Employees who are on a pre-approved and authorized leave with pay status on the date on which a City-observed holiday falls will have their leave time for that date designated as “holiday,” and it will not be charged to or deducted from their otherwise designated leave bank.

### 29.3 Task Assignment (Solid Waste) Holidays

29.3.1 For Task employees who are not required to work on a City-observed holiday:

- A. When a City-observed holiday falls on a Task employee’s scheduled work day, the employee will receive one-hour for every hour he/she works based on the employees regularly scheduled shift.
- B. When a City-observed holiday falls on a Task employee’s non-scheduled work day, it will be treated as a floating holiday and one hour for every hour of the employees regularly scheduled shift will be added to the employee’s vacation leave bank.
- C. Employees must work their regularly scheduled work day immediately before and their regularly scheduled work day immediately after the holiday or be in a pre-approved and authorized pay status immediately before and after the holiday in order to receive holiday pay or have floating holiday hours added to their vacation leave banks.

When a City-observed holiday falls on a Task employee’s non-scheduled work day, it will be treated as a floating holiday, and one hour for every hour of the employees regularly scheduled shift will be added to the Task employee’s vacation leave bank.

29.3.2. For Task employees who are required to work on a City-observed holiday:

- A. An employee who is scheduled and required to work on a City-observed holiday, will receive one hour for every hour of the employees regularly scheduled shift of holiday pay at straight time in addition to being compensated for their hours “actually worked.”
- B. Should a Task employee be required to perform “actual work” beyond his/her regularly scheduled shift Task Assignment schedule on a holiday, those hours also count as “hours worked” for purposes of calculating overtime.

- C. Employees must report to work on time and work until the completion of their Task Assignment on the City-observed holiday in order to be eligible for holiday pay.

29.3.3 Employees who are on a pre-approved and authorized leave with pay status on the date on which a City-observed holiday falls will have their leave time for that date designated as "holiday," and it will not be charged to or deducted from their otherwise designated leave bank.

29.3.4 Task employees are prohibited from using Emergency Vacation, as referenced in Article 36.4, on a City-observed holiday.

29.3.5 The City will publish a holiday service schedule and make up day schedule at least six (6) months in advance of a holiday.

## ARTICLE 30

### 30.0 WAGES

#### 30.1 Year One (October 1, 2023 – September 30, 2024):

Bargaining Unit members who were actively employed on September 30, 2023 and who have not terminated before ratification of this Agreement, will receive an eight percent (8%) increase to their hourly base rate effective October 1, 2023. Employees who are at the maximum of their pay grades will receive an equivalent lump sum payment.

Upon conclusion of the Evergreen study the city agrees to discuss the salary ranges with the Union on or about July 2023.

#### 30.2 Year Two (October 1, 2024 – September 30, 2025):

Bargaining Unit members who were actively employed on September 30, 2024 and who have not terminated before ratification of this Agreement, will receive a five percent (5%) increase to their hourly base rate effective October 1, 2024. Employees who are at the maximum of their pay grades will receive an equivalent lump sum payment.

#### 30.3 Year Three (October 1, 2025 – September 30, 2026):

Bargaining Unit members who were actively employed on September 30, 2025 and who have not terminated before ratification of this Agreement, will receive a three percent (3%) increase to their hourly base rate effective October 1, 2025. Employees who are at the maximum of their pay grades will receive an equivalent lump sum payment.

## ARTICLE 31

### 31.0 STANDBY, CALL BACK, AND OTHER ASSIGNMENT INCENTIVE PAY

#### 31.1 STANDBY PAY

Standby Pay may also be referred to as "Beeper Pay" or "On-Call Pay." Department Directors establish departmental/divisional rules regarding Standby protocols, including response times and procedures, which meet the needs of their respective operations. This Article addresses how an employee will be compensated for Standby assignments. This Article is only applicable to employees who are required to report to "the field" rather than to "the office" or "the center."

31.1.1 Supervisors schedule employees for Standby Assignments on a rotating basis and considerations may include: seniority, capability, availability, and reliability.

31.1.2 Divisions/Departments establish the rate of Standby Pay, which is not to be less than the equivalent of two (2) hours of pay at an employee's hourly base rate of pay.

31.1.3 Standby Pay for Court Appearances During Non-Working Hours:

- a. Upon notice from the City that an employee is required to remain on standby for a court appearance, the employee shall receive one (1) hour of Standby Pay at the employee's hourly base rate of pay for each non-working day (s)he is required to remain in such status. Employees in this status will be compensated at a rate one half (0.5) hour of pay at the employee's hourly base rate of pay for a maximum of eight (8) hours per non-working day.
- b. Employees who are required to appear in Court on behalf of the City are eligible for Call Back Pay, as defined in 31.3.2. of this Article, if such appearance is required during their non-working hours.

#### 31.2 CALL BACK PAY

Department Directors establish departmental/divisional rules regarding Call Back protocols, including response times and procedures, which meet the needs of their respective operations. This Article addresses how an employee will be compensated for Call Backs. This Article is only applicable to employees who are required to report to "the field" rather than to "the office" or "the center."

An employee who is called back to work more than thirty (30) minutes after or more than thirty (30) minutes before his/her regularly scheduled work hours will receive Call Back Pay as follows:

31.2.1 When it is necessary for the City to require the employee to return to work, not on the assigned shift the City agrees to compensate the employee for a minimum of four (4) hours' pay at the established rate of one and one-half (1-1/2) times their normal hourly rate. This provision does not apply to recall or holdover when an employee is asked to start work early or work late.

31.2.2 There shall be only one (1) call-out premium per twenty-four (24) hours. In the event that there are more than three (3) Call Backs within a twenty-four (24) hour timeframe, the employee will be eligible to receive an additional Call Back pay of four (4) hours at one and one half (1.5) times their normal rate.

31.2.3 Utilities (Blue Collar) CALL BACK

See Memo dated August 13, 2018, effective September 17, 2018 (current information at time of ratification)

31.2.4 Public Works – Facilities, Solid Waste, Parks, and Fleet Staff (Blue Collar)

See Memorandum No. 19-032, effective November 1, 2019 (current information at time of ratification)

31.3 OTHER ASSIGNMENT INCENTIVE PAY

Nothing in this Article limits the City's ability to, or requires the City to, offer other incentive pay for assignments; however, such assignment incentives, if offered, will be made available to all employees who are qualified to perform the responsibilities of the assignment and who are in the same job classification within the same Division/Department in which the assignment is being made. Seniority, defined as length of time in job classification within the Division of the Department, will be the basis from which selections for such assignments are made.

31.3.1 No assignment incentives may extend beyond three (3) months without the assignment being rotated based on seniority to all employees who are qualified to perform the responsibilities of the assignment and who are in the same job classification within the same Division/Department in which the assignment is being made. Seniority, defined as length of time in job classification within the Division of the Department, will be the basis from which selections for such assignments are made.

31.3.2 Any offer of other incentive pay for assignments is not a guarantee that such incentives will be continued, and the Union expressly waives its right to consider such incentives as a "Past Practice."

## ARTICLE 32

### 32.0 CERTIFICATIONS AND PROFESSIONAL LICENSES

Some positions within the City's established Job Classification system require employees to maintain certain certification(s) and/or professional license(s) as a minimum requirement and as a condition of employment. Some positions within the City's established Job Classification system require employees to obtain certain certification(s) and/or professional license(s) as a prerequisite for advancement to the next step in the classification's Career Path. For purposes of this Article, Florida Class E Driver's Licenses are not considered "professional licenses." Nothing within this Article is a waiver or limitation of Management Rights.

32.1 An employee who is required to maintain such professional license(s) and/or certification(s), as a minimum requirement, as specified in the Job Classification for the employee's current position, is eligible for financial assistance.

32.1.1 The City will provide financial assistance for the maintenance of such professional license(s) and/or certification(s) as follows:

- a. At the discretion of the Department Director and the Director of Human Resources & Risk Management or designee the City will fund the application/registration and/or testing fees for the renewal of required professional license(s) and/or certification(s).
- b. Should the employee not successfully complete and/or pass the funded testing and/or renewal of required professional license(s) and/or certification(s) the employee will become responsible for all associated costs thereafter.

32.2 An employee who is required to obtain such professional license(s) and/or certification(s) as a prerequisite to advancing to the next step in his/her job classification's Career Path is eligible for financial assistance.

32.2.1 The City will provide financial assistance for the maintenance of such professional license(s) and/or certification(s) as follows:

- a. At the Department Director's discretion, the City will fund the cost for one (1) set of basic study materials per employee per required license and/or certification.
- b. At the discretion of the Department Director and the Director of Human Resources & Risk Management or designee the City will fund the application/registration and/or testing fees renewal of required professional license(s) and/or certification(s).

- c. Should the employee not successfully complete and/or pass the funded testing and/or renewal of required professional license(s) and/or certification(s) the employee will become responsible for all associated costs thereafter.

32.3 The City may, from time to time, offer other incentives or additional pay to employees who, on their own time and expense, have attained professional license(s) or certification(s), which are not required in, but allow them to perform additional functions within their current Job Classification, and such functions are determined by the Department Director to be beneficial for the employees to be able to perform.

32.3.1 Employees who are receiving incentives or additional pay pursuant to Section 32.3 are not eligible to receive "Out of Class Pay" (See Article 34) unless the employee has been assigned in writing to perform another job due to a vacancy in the budgeted position. In cases when an employee has been assigned to work Out of Class, any incentive(s) or additional pay will be suspended until such time that the Out of Class assignment is concluded.

32.3.2 Nothing in Section 32.3 requires the City to offer other incentives or additional pay to employees who have professional license(s) and/or certification(s) not specifically stated as a minimum requirement in their current Job Classifications. Any such incentive or additional pay, if offered, will be made available to all employees in the same job classification within the same Division/Department, who have identical professional license(s) and/or certification(s) and who are willing to perform additional functions, which are not required in their current Job Classification. Any offer of other incentives or additional pay for assignments is not a guarantee that such incentives or additional pay will be continued, and the Union expressly waives its right to consider such incentives and additional pay as "Past Practices."

32.4 At the time of ratification of this agreement the City will provide an educational attainment incentive of a one-time salary adjustment per level of degree, to not exceed the maximum of the positions pay grade, to all bargaining unit members who have earned and will utilize a degree for job related purposes as follows:

- a. 2.5% increase to the base salary for all bargaining unit members who have attained an Associate's level degree or an equivalent amount of credit hours.
- b. 5.0% increase to the base salary for all bargaining unit members who have attained a Bachelor's level degree.
- c. 5.0% increase to the base salary for all bargaining unit members who have attained a Master's level degree.

32.4.1 Proof of the degree must be sent to Human Resources & Risk Management, and an eForm must be completed to process the change.

32.4.2 It is at the discretion of the City Manager and the Director of Human Resources & Risk Management or designee to determine what will be counted as a job-related degree.



## **ARTICLE 33**

### **33.0 EMERGENCY PAY POLICY**

- 33.1 Emergency pay shall hereinafter be paid pursuant to ~~the~~ the most current City Emergency Ordinance.

## ARTICLE 34

### 34.0 OUT OF CLASS ASSIGNMENT PAY

- 34.1 Employees shall be required to perform work in a different classification upon notice from their supervisor. The supervisor is responsible for documenting Out of Class Assignments for payroll processing.
- 34.2 Out of Class Assignment Pay of seven percent (7%) will be provided to employees who are assigned to work in a position in a higher pay grade for at least eight (8) hours. Any Out of Class Assignment for a duration of more than forty (40) hours will be documented on an eForm. The Out of Class Assignment shall not exceed (6) months. If the assignment continues past the six (6) month timeframe it must be approved by the City Manager or their designee.
- 34.3 Upon release from an Out of Class Assignment, the seven percent (7%) increase to the employee's hourly rate of pay or the minimum hourly rate of the assigned classification's pay grade will terminate.
- 34.4 For training purposes, employees are required, upon written notice from their supervisor, to perform work functions that may be included in a Job Classification in a higher pay grade. An employee who is assigned pursuant to this Section is not entitled to Out of Class Pay.
- 34.5 Out of Class Assignment Pay and Training Assignment Pay cannot run concurrently except if approved by the City Manager or his/her designee.

## **ARTICLE 35**

### **35.0 TRAINING ASSIGNMENT PAY**

- 35.1 On-the-job training is important to help acclimate employees to new or different job responsibilities. Having employees share their knowledge and expertise is integral to building efficient and effective operations while fostering team work and collaboration.
- 35.2 Employees, upon notice from their supervisors, are required to train other employees. When an employee is assigned to train an employee who is new to his/her position, this will be documented on an eForm. The Training Assignment shall not exceed six (6) months. If the assignment continues past the six (6) month timeframe it must be approved by the City Manager or their designee.
- 35.3 Employees who have been assigned to train other employees, pursuant to Section 35.2, will receive a five percent (5%) increase to their hourly rate of pay until the assignment is concluded.
- 35.4 Upon release from a Training Assignment, the five percent (5%) increase to the employee's hourly rate of pay will terminate.
- 35.5 Out of Class Assignment Pay and Training Pay cannot run concurrently except if approved by the City Manager or his/her designee.

## ARTICLE 36

### 36.0 VACATION

#### 36.1 Accrual:

Employees accrue vacation hours each pay period when they are in an active and paid status of twenty-four (24) or more hours. The chart below shows the maximum annual accrual of vacation hours based on years of service:

<b>Years of Service</b>	<b>Vacation Hours</b>
1 Year	80
2-3 Years	120
4 Years	128
5 Years	136
6 Years	144
7 Years	152
8 Years	160
9 Years	168
10-15 Years	176
16-20 Years	192
21 Years & After	200

36.1.1 An employee may accrue vacation hours up to the Allowable Maximum: the total vacation hours (s)he accrued in his/her two (2) most recent years of employment. During the fiscal year, vacation hours may accrue beyond the Allowable Maximum; however, any accrued and unused vacation hours exceeding the Allowable Maximum on September 30<sup>th</sup> of each year will be forfeited.

36.1.2 An employee who has had documented vacation leave request(s) denied during the fiscal year due to operational requirements and will exceed the Allowable Maximum on September 30<sup>th</sup>, may request to receive payment for the excess vacation hours (up to the number of vacation hours that were denied).

36.1.2.1 In order to receive the payment in Section 36.1.2 the employee must notify his/her supervisor no later than August 1<sup>st</sup> of the current fiscal year, so the supervisor can have the denied leave requests and an EAR submitted to Finance no later than September 1<sup>st</sup> of the current fiscal year. Payment will be made on the last paycheck date of the fiscal year.

#### 36.2 Requests:

Vacation may be requested as earned, in fifteen (15) minute increments, subject to the approval of the Department Director (or Designee) who shall approve or deny vacations based on operating requirements of the Department. Approval of vacation leave requests must not be unreasonably withheld.

- 36.2.1 Requests to use vacation for three (3) consecutive shifts or less must be submitted for approval twenty-four (24) hours in advance. Supervisors must approve or deny the request prior to the end of the work shift on the work day preceding the first requested date.
- 36.2.2 Requests to use vacation for more than three (3) consecutive shifts must be submitted for approval seventy-two (72) hours in advance. Supervisors must approve or deny the request forty-eight (48) hours prior to the end of the work shift of the first requested date. Advanced vacation requests must be approved or denied within thirty (30) days of the date of the request.
- 36.3 An employee who is absent without approval shall be docked pay for the time not worked and is subject to disciplinary action.

36.4 Emergency Vacation:

During the fiscal year, an employee may be granted the use of up to twenty-four (24) hours of vacation for absences from work when a vacation request cannot be timely made pursuant to Section 36.2.1 or Section 36.2.2. An Employee must notify his/her supervisor of the need for this absence, pursuant to applicable Departmental call-in procedures, with at least thirty (30) minutes prior the start time of his/her shift. If an employee is already at work and the employee is notified of an emergency, (s)he may use Emergency Vacation upon notice to, and approval from, his/her supervisor. Emergency vacation can be requested no more than four (4) times per fiscal year. Time used in this regard may be used in increments of one (1) hour.

36.4.1 Task employees who are required to work on a City-observed holiday are prohibited from using Emergency Vacation on that City-observed holiday.

36.6 Emergency Cash Out:

36.6.1 Employees faced with sudden and extraordinary circumstances of hardship, as defined by IRS regulations governing 401(k) plans, and who have in excess of forty (40) hours of accrued vacation, are eligible to request emergency cash out of vacation. If approved, an employee may convert up to eighty (80) hours of Vacation to cash (less applicable deductions) provided they will have remaining in their Vacation bank after the cash out a minimum of forty (40) hours. Conversions must be done in increments of eight (8) hours.

36.6.2 An employee who does not have enough accrued vacation hours to finance the total amount of his/her emergency cash out request may consider also using accrued sick leave hours. Sick leave hours used for a cash out will be calculated at fifty percent (50%) of the employee's hourly rate. Accrued sick leave hours may only be used if the employee will have remaining in his/her Sick bank after the cash out eighty (80) hours. The total combination of vacation and sick

hours may not exceed eighty (80) hours and vacation hours must always be used before sick hours.

36.6.3 A request must be made in writing outlining the emergency and submitted to the Human Resources Director on the appropriate form. A committee comprised of the City Manager, Finance Director, and Director of Human Resources and Risk Management will then review the request and approve, deny, or modify the requested hours as they see fit. Employees may utilize this provision once during each fiscal year of this Agreement. Upon request, employees are required to provide a receipt as proof of payment for any estimate provided as documentation of an expense.

36.6.3.1 The committee reserves the right to review and consider requests that are not specifically addressed in the IRS regulations governing 401(k) plans.

## ARTICLE 37

### 37.0 SICK LEAVE

#### 37.1 Accrual:

Employees shall accrue sick leave at a rate of eight (8) hours per month for a total annualized accrual amount of ninety-six (96) hours. No employee shall be entitled to use sick leave in excess of the amount of accrued and unused hours (s)he has available.

#### 37.2 Notice of Use of Sick Hours:

37.2.1 **Unscheduled Sick:** An employee shall notify his/her immediate supervisor or designee, in a manner provided for by management, of his/her illness not less than thirty (30) minutes before the start of his/her scheduled shift. If an employee fails to call in within the specified time, the employee shall be subject to progressive discipline. This notice procedure shall be followed for each day the employee is unable to report to work unless the employee has been authorized by Human Resources and the City Manager for an extended leave of absence.

37.2.2 **Scheduled Sick:** An employee may request with a minimum of forty-eight (48) hours of advanced notice to use scheduled sick hours for medical, dental, optical, appointments and/or procedures. Documentation to support payment under the "scheduled sick" pay code must be provided with payroll. Unsubstantiated use of such time will result in the time being recoded to "sick."

37.2.3 As determined by the Department Director and Director of Human Resources & Risk Management or their designee employees shall be subject to disciplinary action related to abuse of sick leave privileges, sick leave policy, or excessive absenteeism.

37.2.3.1 Department Directors shall review the quarterly use of sick leave by all employees. Any employee whose use of sick leave appears to be excessive or which appears to form a pattern indicating possible abuse shall be placed immediately on written notice. Sick leave usage shall be determined using a twelve (12) month rolling calendar.

37.2.3.2 A supervisor may initiate an immediate review of a particular incident or historical patterns of leave usage (i.e. patterned absenteeism where an employee is sick the day before or the day after his/her regular day off, a holiday, vacation day, or where the employee is using sick leave as the hours are accrued). Records indicating sick leave in excess of ninety-six (96) hours used within the preceding twelve (12) calendar months will "red flag" an employee for review. Sick leave usage is defined as any absence from work for

employee or family illness or injury, excluding pre-approved medical appointments.

37.2.3.3 Employees may appeal the “red flag” to the Department Director and the Director of Human Resources and Risk Management or designee.

37.3 Documentation Required:

For any use of sick time in excess of three (3) consecutive work days, an employee is required to provide written medical certification to the Human Resources and Risk Management Department upon return to work.

37.3.1 “Consecutive work days” means any day for which you were scheduled to work, including additional or “overtime” shifts.

37.4 Sick hours may be requested and/or utilized upon approval of the Department Director (or Designee) for the following reasons:

- A. Employee’s health, or up to forty (40) hours per fiscal year for illness of immediate family member: the employee’s parent, spouse, or child.
- B. Medical, dental, or optical treatment that is determined in writing by a physician to be necessary and must be performed during working hours.
- C. Quarantine due to exposure to contagious disease.
- D. In connection with an employee’s Workers’ Compensation case, where (s)he has declined a light duty assignment or where no such assignment is available.
- E. In connection with an approved Family and Medical Leave Act (FMLA) leave for a serious medical condition of the employee, or the employee’s immediate family member, as defined in (FMLA).

37.5 An employee retains his/her accrued and unused sick hours while employed in a full time position with the City. If an employee’s status converts to a part-time position, whether voluntarily or involuntarily, (s)he will have his/her accrued and unused sick leave paid out pursuant to Section 37.5.3.

37.6 Payout of Sick Leave

37.6.1 Newly hired probationary employees are not eligible for sick leave payout.

37.6.2 Employees who are terminated from the City are not eligible for a payout of sick leave.

37.6.3 Regular employees will have payment made for their accrued and unused sick hours, at the percentage specified in the table below, upon resignation, retirement, change in status from full time to part-time, or death. (Retirement shall include normal retirement, disability



retirement, or early retirement as defined in the appropriate Pension Plan).

<b>Continuous Years of Service</b>	<b>Percentage of Sick Leave Payout</b>
Less than 5 full years	0%
5 years but less than 10 full years	25%
More than 10 full years	50%
Upon retirement from the City	50%

37.7 Sick Leave Donations:

37.7.1 Sick Leave Donations are available pursuant to City policy.

## **ARTICLE 38**

### **38.0 COMPASSIONATE LEAVE**

- 38.1 In the event of the death of an employee's mother, father, child, foster parent, step-parent, foster child, step-child, brother, sister, spouse, registered domestic partner, son-in-law, daughter-in-law, grandparent, grandchild, mother-in-law, or father-in-law, the employee shall be entitled to paid compassionate leave not to exceed three (3) consecutive work days. However, if it is necessary for the employee to leave the State in connection with the interment of the deceased, the employee shall be entitled to be paid compassionate leave not to exceed five (5) consecutive work days.
- 38.2 Employees must submit proof of death within thirty (30) days in order to be eligible for paid Compassionate Leave. The City Manager may grant additional Compassionate Leave at his/her sole discretion.

## ARTICLE 39

### 39.0 JURY DUTY

- 39.1 Leave with pay may be authorized for an employee who is required to attend Jury Duty or to whom a subpoena has been issued by a court of law to appear as a witness on a case on behalf of the City, provided the employee provided proper notice as outlined in Section 39.2.
- 39.2 An employee is required to provide five (5) days of advance notice to his/her supervisor that they have received a Jury Summons. Employees who are required to report to jury duty on a day that they are scheduled to work are not required to report to work on the day on which they reported for jury duty. Employees whose work schedule crosses the day divide (12:00 A.M.) must make arrangements with their supervisors in advance as to which day (s)he will be required to report.
- 39.3 In order for employee to receive his/her regular pay for such leave the employee must deposit the money which (s)he receives for jury duty or witness fee, with the City's Finance Department for those hours that coincide with his/her regular work schedule, unless otherwise provided by law. Employees can keep only travel expense monies.
- 39.4 An employee who is subpoenaed as witness in a case unrelated to City business may request vacation leave in order to receive pay.

## ARTICLE 40

### 40.0 UNAUTHORIZED ABSENCE

- 40.1 A Bargaining Unit member who is absent from work without authorized leave for a period of more than three (3) days shall be deemed to have abandoned his or her job and shall be separated from employment with the City. Separation of this type shall not be subject to any appeal, grievance, or arbitration process.
- 40.2 However, a Bargaining Unit member who is absent from work without authorized leave for a period of more than three (3) days but not more than thirty (30) days, and who, due to a serious medical condition, was physically unable to notify his/her employer or have another person notify his/her employer may request consideration for rehire from the City Manager or designee via written notice to the Director of Human Resources and Risk Management. Under these circumstances, the Director of Human Resources and Risk Management must be provided with sufficient details and circumstances surrounding the absence within thirty-one (31) days of the first date of absence. The City Manager's determination shall be final and not subject to further review, appeal, grievance, or arbitration process.
- 40.2.1 Nothing within this Section shall prevent the City from filling the vacancy on or after the fourth (4<sup>th</sup>) day of the employee's absence. The City is under no obligation to return the employee to work.

## ARTICLE 41

### 41.0 LEAVES OF ABSENCE

#### 41.1 Family and Medical Leave Act (FMLA):

An employee who has worked for the City for at least twelve (12) months and who has worked at least one thousand two hundred fifty (1,250) hours in the preceding twelve (12) months is eligible to request job-protected leave under FMLA for qualified reasons as defined by the law.

Requests for leave under FMLA must be submitted in writing on the designated form to the Human Resources and Risk Management Department. Leaves under FMLA are approved by the Director of Human Resources and Risk Management and the City Manager. Human Resources may designate as FMLA an eligible employee's qualified leave, including lost time due to a Workers' Compensation claim.

For more information regarding leave under FMLA, contact the Human Resources and Risk Management Department.

#### 41.2 Americans with Disabilities Act Amendments Act (ADAAA):

An employee may be entitled to leave as an accommodation for his/her disability under the ADAAA.

For more information regarding a leave accommodation under ADAAA, contact the Human Resources and Risk Management Department.

#### 41.3 Military Leave:

The City complies with Military Leave pursuant to the Uniformed Services Employment and Reemployment Rights Act (USERRA) and Florida Statute 115.07.

An employee must immediately notify the Human Resources and Risk Management Department upon notice of his/her need for Military Leave.

For more information regarding Military Leave, contact the Human Resources and Risk Management Department.

#### 41.4 Leave of Absence (Other):

An employee who is not eligible for leave under FMLA, ADAAA, or Military Leave may request a Leave of Absence for up to ninety (90) days.

A request for a Leave of Absence must be submitted in writing to the City Manager via the Director of Human Resources and Risk Management. The City Manager, in consultation with the Director of Human Resources and Risk Management and the employee's Department Director, will consider an

employee's request for a Leave of Absence on a case-by-case basis with the operational needs of the City being a primary factor in whether or not the leave may be granted. An employee who is on an approved Leave of Absence is subject to being recalled to service upon notice of the City Manager (or Designee). The City Manager's determination is final and is not subject to further review, appeal, grievance, or arbitration process.

Any approved Leave of Absence will require an employee to utilize his/her paid leave time in the following order: compensatory time, vacation, and sick. Once the employee has exhausted all available accrued time, the remainder of the Leave of Absence will be without pay. An employee will not accrue vacation or sick hours while on a Leave of Absence. The employee is responsible for the full cost of insurance premiums for work weeks in which (s)he is in an unpaid status of less than twenty-four (24) hours.

#### 41.5 Paid Parental Leave:

An employee who has worked for the City for at least twelve (12) months and who has worked at least one thousand two hundred fifty (1,250) hours in the preceding twelve (12) months is eligible to request Paid Parental Leave.

The employee shall be granted up to four (4) weeks of Paid Parental Leave.

Requests for leave under Paid Parental Leave must be submitted in writing on the designated form to the Human Resources and Risk Management Department. Leaves under Paid Parental Leave are approved by the Director of Human Resources and Risk Management and the City Manager or their designee.

For more information regarding Paid Parental Leave, contact the Human Resources and Risk Management Department.

## ARTICLE 42

### 42.0 MODIFIED WORK (LIGHT DUTY)

#### 42.1 Modified Work Assignments (Workers' Compensation):

An employee who has been released to work with restrictions may be accommodated with a modified work (light duty) assignment at the sole discretion of the Human Resources and Risk Management Department. An employee may choose to accept or decline the modified work assignment. If an employee declines an offer of a modified work assignment, the employee will be required to remain at home until released to full duty with no restrictions, and during this time, (s)he will be required to use accrued and available leave time in the following order: sick and vacation. Additionally, an employee who declines an offer of a modified work assignment and who meets the eligibility requirements for leave under FMLA, will have his/her time off automatically designated as FMLA.

For more information regarding modified work as it pertains to Workers' Compensation, contact the Human Resources and Risk Management Department.

#### 42.2 Modified Work Assignments (Other):

The City complies with the Americans with Disabilities Act Amendments Act (ADAAA) to provide reasonable accommodations to employees who request them and are qualified. An employee may request an accommodation and/or more information by contacting the Human Resources and Risk Management Department.

## ARTICLE 43

### 43.0 WORKERS' COMPENSATION

The City is self-insured for Workers' Compensation. The City's Human Resources and Risk Management Department coordinates claims management for work-related injuries and illnesses. For information and policies regarding Workers' Compensation, contact the Human Resources and Risk Management Department.

#### 43.1 Reporting Work-Related Injuries/Illnesses:

An employee who sustains a work-related injury or illness is required to immediately notify his/her supervisor and/or the Human Resources and Risk Management Department. Notification to the Human Resources and Risk Management Department can be made 24/7 by calling: (561) 742-6677 or via e-mail to: [risk@bbfl.us](mailto:risk@bbfl.us). An employee who fails to promptly notify his/her supervisor or the Human Resources and Risk Management Department is subject to disciplinary action including termination of employment.

#### 43.2 FMLA in Conjunction with Workers' Compensation:

Human Resources may designate as FMLA an eligible employee's lost time due to a Workers' Compensation claim.



## **ARTICLE 44**

### **44.0 SAFETY AND HEALTH**

The City and the Union agree that a safe and healthy workplace is mutually desirable. The City commits to maintaining a safe and healthy workplace for its employees.

#### **44.1 Immunizations:**

Employees may request, and the City will provide at an authorized facility at no cost to the employee, immunization shots for tetanus, hepatitis, and diphtheria.

#### **44.2 Safety Committee:**

The Safety Committee will include one (1) Blue Collar representative who is designated by the Union.

## ARTICLE 45

### 45.0 DRUG FREE WORKPLACE POLICY

- 45.1 The Union recognizes and supports the City's Drug Free Workplace Policy, as amended from time to time. For information regarding the City's Drug Free Workplace Policy, contact the Human Resources and Risk Management Department. A copy of the City's Drug Free Workplace Policy in effect at the time of ratification is attached in **ADDENDUM "A"**

## ARTICLE 46

### 46.0 UNIFORMS AND ALLOWANCES

#### 46.1 UNIFORMS:

##### 46.1.1 Applicability:

Employees are required to adhere to the City's Dress Code while working and/or while representing the City in an official capacity. Some employees, while working, are required to wear uniforms designated by their respective Department Directors.

c. Department/Division uniform allocation information is available below:

- Recreation and Parks Department (Blue Collar)
- Policy #: 04-013 (current information at time of ratification)

##### i. Ocean Lifeguard Uniforms

1. All first-year ocean lifeguards shall receive the following:

- 6 T-shirts (any combination of short or long sleeve)
- 2 pairs of trunks
- 2 female suits (females only)
- 1 sweat suit
- 1 raincoat
- 1 wide brimmed hat
- 1 winter jacket
- 1 sunglass leash

2. Each year the following items will be replaced:

- 6 T-shirts (any combination of short or long sleeve)
- 2 pairs of trunks
- 1 sunglass leash
- 2 female suits (females only)

3. In addition to # 2 above, every two years the returning ocean lifeguard shall receive:

- 1 sweat suit
- 1 wide brimmed hat

4. Every five years ocean lifeguards shall receive:

- 1 raincoat
- 1 winter jacket

5. Documentation will be kept outlining what each lifeguard has received.

d. If no Department/Division information is specified for employees who are **required** to wear uniforms, the following minimum allocation will be issued:

i. Blue Collar:

- (5) Shirts (short or long sleeved)
- (5) Pants
- (5) Dry-fit Shirts or (5) T-Shirts
- (2) Hats
- (1) Sweatshirt
- (1) Jacket
- (2) Overalls (Mechanics Only)

46.1.2 Issuance:

Newly hired employees, who are required to wear a uniform, will be issued the appropriate uniforms after thirty (30) days of employment.

46.1.3 Reissuance/Replacement:

An employee may request for his/her uniform to be reissued upon providing the non-fitting, worn out, and/or damaged uniform to the Department representative. Reissuance of daily worn uniform items (excluding sweatshirts/jackets) is generally acceptable after one (1) year from date of issue. Reissuance of less frequently worn/more durable uniform items such as sweatshirts and jackets is generally acceptable after two (2) years from date of issue. Uniforms damaged through the course of work may be requested for reissue at any time. The Department representative will verify that the uniform is no longer suitable for wear and will proceed with replacing it. If there is any disagreement between the employee and the Department representative regarding the reissuance of a uniform, the Department Director (or Designee) will make a final determination.

- a. An employee who has lost or damaged (outside of work) a uniform is required to immediately notify his/her Department Director via his/her Department representative and is responsible for replacing the lost uniform at his/her expense.

46.1.4 Cost:

The City provides the required uniform at no charge to the employee; however, the Internal Revenue Service (IRS) considers uniforms provided to employees covered under this Agreement a “taxable benefit.” Therefore, the City is required to treat the value of all issued uniforms as “imputed income” and deduct the applicable taxes.

Example: If a uniform costs \$20.00:

\$20.00 will be added in a special wages code so that the payroll system can calculate the corresponding tax amount and deduct that amount from the employee's paycheck.

46.1.5 Other Provisions:

- a. Employees who are issued uniforms must wear them while working. Employees are provided with a sufficient number of uniforms to make a neat and clean appearance at work each day. Employees are expected to report to work in the appropriate, clean, and well-maintained uniform. If an employee wishes to purchase additional uniforms, (s)he may do so, but (s)he is responsible for paying the full cost and all applicable tax.
- b. An employee, who is not wearing the proper uniform, including the proper safety shoes, if applicable, may be sent home without pay to change and is subject to further disciplinary action.
- c. Only City issued jackets and hats may be worn as part of a City uniform.
- d. Pant legs must be properly hemmed; no cutting, ripping, unfinished edges, rolling up, stapling, or taping is allowed.
- e. Employees in certain Job Classifications may be permitted to wear shorts at their Department Director's discretion. When worn, shorts must be neatly tailored and hemmed without frayed edges or cuts and must fall within four (4) inches of the kneecap.
- f. Any article of clothing issued as part of a City uniform is for use only while working and representing the City in an official capacity. Uniforms may be worn while commuting to and from work.
- g. Employees are prohibited from purchasing or consuming alcohol while wearing a City-issued uniform.
- h. Employees are cautioned that they are representing the City while wearing their City uniform. An employee found to be engaging in activity or conduct unbecoming of a City employee while wearing a City uniform, whether the employee was on-duty or off duty at the time, is subject to discipline, including termination of employment.
- i. An employee who has a medical condition which prevents the employee from wearing the required uniform must

immediately notify the Human Resources and Risk Management Department to request an accommodation.

- j. Employees are required to return all City-issued uniforms upon separation of employment.

#### 46.2 ALLOWANCES/VOUCHERS:

##### 46.2.1 Tool Allowance:

Employees who work in the following Job Classifications: Fleet Mechanic and Fleet Mechanic, Sr. will receive an annualized allowance of two thousand dollars (\$2,000.00) payable in the second paycheck following ratification for Year One and in the second paycheck in October for the subsequent years of this Agreement. Employees who are newly hired into one of these Job Classifications will receive a prorated allowance based on the number of months remaining in the fiscal year.

##### 46.2.2 Shoe Voucher:

###### a. Eligibility

Blue Collar: All employees who are in the Blue Collar bargaining unit, with the exception of the following Job Classifications: Ocean Lifeguard and Ocean Lifeguard Lieutenant are eligible for a Shoe Voucher.

###### b. Voucher

Employees who are in eligible positions pursuant to Section 46.2.2.a. will receive a Shoe Voucher of two hundred-dollars (\$200.00) in February of each year of this Agreement. Employees who are newly hired after the Shoe Voucher has been issued will receive the current year's voucher to be utilized at a local specified vendor.

##### 46.2.3 Sunglasses Allowance:

Employees who work in the following Job Classifications: Ocean Lifeguard and Ocean Lifeguard Lieutenant will receive a Sunglasses Allowance of two hundred fifty dollars (\$250.00) payable by the first paycheck in December each year of this Agreement.

## **ARTICLE 47**

### **47.0 TUITION ASSISTANCE PROGRAM**

The City has a Tuition Assistance Reimbursement Program, which is made available to eligible City employees on a first come first serve basis, and is subject to annual appropriation and funding levels set by the City Commission.

Program information is available from the Human Resources and Risk Management Department.

## ARTICLE 48

### 48.0 BONUS HOURS AND BONUS INCREASES

#### 48.1 BONUS HOURS

48.1.1 The City has established a safety and wellness program designed to minimize time lost on the job due to workplace injuries and illness and to help reinforce the City's desire to have a safe and wellness-conscious culture.

48.1.2 Employees are eligible to receive up to ten (10) bonus vacation hours per quarter by completing approved activities in the safety and wellness program. To access the Wellness Portal, go to: <https://BoyntonBeach.FitThumb.com>.

48.1.3 Bonus hours shall be counted as vacation leave and subject to the provision set forth for use of vacation.

#### 48.2 BONUS INCREASES

48.2.1 In addition to any other monetary benefit, the City Manager is authorized to approve a bonus of up to five hundred dollars (\$500.00) when such a bonus is substantiated and justified in writing by the Department Director (or Designee). This bonus will not affect the employee's pay grade and will be in compliance with Florida Statute. Funds for the bonus will be budgeted as a separate allowance and administered under the direct control of the City Manager. Employees are not automatically entitled to receive bonuses. This system allows for top performance to be recognized by the immediate supervisor and prompt rewards to be made at the discretion of the supervisor, provided the Department Director concurs.



## **ARTICLE 49**

### **49.0 ARTICLES TO BE REOPENED DURING AGREEMENT TERM**

The following Articles will be reopened during the Agreement Term as follows:

#### **49.1 Article 25 – Insurance**

- a. Year One (October 1, 2023 – September 30, 2024)  
This Article will be reopened no later than June 2023

#### **49.2 Article 26 - Pension**

- a. Year One (October 1, 2023 – September 30, 2024)  
This Article will be opened no later than June 2023

## ARTICLE 50

### 50.0 DURATION

- 50.1 This Agreement shall be effective upon ratification by both parties and remain in full force and effect until April 30, 2026. All economic impact shall run concurrently with the fiscal year beginning October 1, 2023, with the exception of the Paid Parental Leave which shall be effective on May 1, 2023. Wage and benefit levels existing on May 1, 2023, shall be frozen as of that date and shall constitute the status quo during any period of negotiations for a successor Agreement. Such negotiations for a successor agreement shall commence no later than October 2025.
- 50.2 During the negotiations and the impasse process, if any, the base wages of bargaining unit employees will be frozen at the levels in place at the time the City requests to reopen negotiations and no subsequent base wage increases will occur except as thereafter negotiated by the City and the Union, or, in the event the reopened negotiations do not result in a ratified Agreement, as imposed by the City Commission through the impasse process.

## **ADDENDUM "A"**

### **DRUG FREE WORKPLACE POLICY**

#### **1.1 PURPOSE**

The City of Boynton Beach is committed to providing a safe work environment for its employees and our community. Drug and alcohol abuse is national problem that is prevalent in society and impairs the health and safety of employees, promotes crime and harms our local community. Moreover, the illegal possession, use, sale, and distribution of controlled drugs are criminal acts that directly threaten the integrity of all employees in the City. The City is addressing this problem through its DRUG FREE WORKPLACE Program.

Substance abuse is a complex, yet treatable disease. The ultimate goal of this policy is to balance our respect for individual privacy with our need to keep a safe and productive drug and alcohol free environment. We encourage those who use drugs or abuse alcohol to seek help in overcoming their problem. The City considers substance abuse to be an unsafe and counterproductive work practice.

#### **1.2 SCOPE**

This policy applies to all employees of the City of Boynton Beach.

#### **1.3 DEFINITIONS**

1. "Chain of Custody" refers to the methodology of tracking specified materials or substances for the purpose of maintaining control and accountability from initial collection to the final disposition for all such materials or substances and providing for accountability at each stage in handling, testing, and strong specimens and reporting test results
2. "Confirmation Test," "confirmed test" or "confirmed drug test" is a second analytical procedure used to identify the presence of a specific drug or metabolite in a specimen, which test procedure used to identify the presence of a specific drug or metabolite in a specimen, which test must be different in scientific principle from that of the initial test procedure and must be capable of providing requisite specificity, sensitivity, and quantitative accuracy.
3. "Drug" means alcohol, including distilled spirits, wine, malt beverages, and intoxicating liquors; amphetamines; cannabinoids; cocaine; phencyclidine (PCP); hallucinogens; methaqualone; opiates; barbiturates; benzodiazepines; synthetic narcotics; designer drugs; or a metabolite of any of the substances listed herein. Threshold detection levels are established by Florida regulations. Therefore activities participated in while off duty may result in positive drug tests. For DOT covered employees, alcohol includes any intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols. Consumption of a preparation including alcohol (beverages or medicines) A list of the most common medications which may alter or affect a drug test are found in Section 1.5, Letter I of this policy. Employees and job applicants should review this list prior to submitting to a drug test.

4. "Drug test" or "test" means any chemical, biological, or physical instrumental analysis administered for the purpose of determining the presence or absence of a drug or its metabolites.
5. "Employee" means an individual who works for salary, wages, or other remuneration for the City and is covered by the workers compensation act.
6. "Employee Assistance Program" (EAP) is an established program for employee assessment, counseling, and referral to an alcohol and drug rehabilitation program.
7. "Employer" means an agency within state government that employs individuals for salary, wages, or other remuneration.
8. "Initial drug test" means a screening procedure of the blood and urine of employees and job applicants for the presence of alcohol and illegal drugs in accordance with the Florida Drug Free Workplace Program and appropriate Florida administrative rules.
9. "Job Applicant" means a person who has applied for a position with the City and has been offered employment conditioned upon successfully passing a drug test.
10. "Medical Review Officer (MRO)" means a licensed physician with knowledge of prescription drugs, pharmacology and toxicology of drugs, who may be responsible for receiving and reviewing all positive confirmed test results and who may be responsible for contacting all individuals who test positive in a confirmation test to inquire about possible medications which could have caused a positive result. The MRO need not be an employee of the City.
11. "Mandatory-testing position/Safety-sensitive position" means with respect to a public employer, a job assignment that requires the employee to carry a firearm, work closely with an employee who carries a firearm, perform life-threatening procedures, work with heavy or dangerous machinery, work as a safety inspector, work with children, work with detainees in the correctional system, work with confidential information or documents pertaining to criminal investigations, work with controlled substances, or a job assignment that requires an employee security background check, pursuant to F.S. 110.1127, or a job assignment in which a momentary lapse in attention could result in injury or death to another person.
12. "Prescription or Nonprescription Medication" means a drug or medication obtained pursuant to a prescription as defined by F.S. 893.02 or a medication that is authorized pursuant to federal or state law for general distribution and use without a prescription in the treatment of human diseases, ailments, or injuries.
13. "Reasonable Suspicion Drug Testing" means drug testing based on a belief that an employee is using or has used drugs in violation of the employer's policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Reasonable suspicion drug testing may not be required except upon the recommendation of a supervisor who is at least one level of supervision higher than the immediate supervisor of the employee in question. Among other things, such facts and inferences may be based upon:

- a. Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug.
  - b. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
  - c. A report of drug use, provided by a reliable and credible source, which has been independently corroborated.
  - d. Evidence that an individual has tampered with a drug test during employment with the current employer.
  - e. Information that an employee has caused, or contributed to, an accident while at work.
  - f. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment.
14. "Special-Risk Position" means a position that is required to be filled by a person who is certified under Chapter 633, Fire Prevention and Control or Chapter 943, Department of Law enforcement.
15. "Specimen" means a tissue or product of the human body including blood, urine, or saliva capable of revealing the presence of alcohol and/or illegal drugs or their metabolites.
16. "Stepping Forward" means that an employee comes forward to the Human Resources and Risk Management Department and requests assistance for substance abuse **prior** to being selected for a random drug test, or **prior** to being ordered to submit to a reasonable suspicion drug test, fitness for duty evaluation, or **prior** to being involved in an accident or sustaining an injury, which requires drug testing.

#### 1.4 POLICY

- A. It is the policy of the City that an employee found with the presence of alcohol, illegal drugs, or prescription medication in levels exceeding prescribed dosage in his/her system, in possession of, using, selling, trading or offering for sale illegal drugs or alcohol during working hours, may be subject to disciplinary action up to and including termination. A refusal to submit to a drug test is grounds for immediate termination.

An employee reporting for work visibly impaired and that is unable to properly perform required duties, will not be allowed to work. The supervisor should first attempt to seek another supervisor's opinion of the employee's status. Then the supervisor should consult privately with employee with the observation, to rule out any problem(s) that may have been caused by prescription drugs.

If, in the opinion of both supervisors, the employee is considered impaired, the employee should be drug tested by an authorized provider and then provided safe transportation home. An impaired employee must not be allowed to drive and if necessary can be transported home by a supervisor or another employee.

It is the responsibility of the City's supervisors to counsel with an employee whenever they see changes in performance that suggest a potential employee problem. The supervisor may suggest that the employee voluntarily seek help from the employee assistance program or decide that the severity of the observed problem is such that a formal referral to the EAP should be made.

#### **B. USE OF PRESCRIPTION MEDICATIONS/DRUGS WHILE ON DUTY**

1. Prescription drugs prescribed by the employee's physician, who is licensed to practice medicine in the United States, may be taken during working hours in strict accordance with the provisions of the Policy. Employees should never use intoxicants or drugs that could cause impairment during work hours. An employee who is using a prescription medication while on the job shall do so in strict accordance with medical directions.
2. It is the employee's responsibility to notify the prescribing physician of his/her job requirements/functions to ensure that the physician approves the use of the prescription medication while the employee is performing his/her job duties. It is recommended that the employee provide his/her physician with a copy of the employee's job classification description so the physician is aware of the physical requirements of the position.
3. It is the responsibility of an employee who is in a "Mandatory-testing position/Safety-sensitive position" to immediately notify the Director of Human Resources and Risk Management or designee when (s)he is prescribed any medication that is considered a controlled substance on Schedules II, III, or IV as defined and amended from time to time in Florida Statutes 893.03. Failure to disclose this information may result in disciplinary action up to and including termination of employment. The Director of Human Resources and Risk Management may require the employee to provide a note from his/her prescribing physician stating that the employee is able to perform the functions of his/her position while taking the medication as prescribed.
4. The employee shall notify the Director of Human Resources and Risk Management or designee if the use of his/her properly prescribed medications/drugs (other than those considered a controlled substance on Schedules II, III, or IV as defined and amended from time to time in Florida Statutes 893.03) will affect the employee's work performance.
5. If the prescribing physician determines that the employee cannot perform his/her job duties without impairment while taking the prescribed medication, then the employee will be required to use his/her available leave time and/or FMLA leave, or unpaid leave if his/her leave time banks are

exhausted, until (s)he can return to work. If the employee reports to work, the City will presume that the employee is not impaired.

6. Abuse of prescription drugs will not be tolerated.

**A. Conditions of Pre-Employment**

The City will conduct a pre-employment screening examination designed to prevent hiring individuals who use drugs.

1. To determine the suitability of employees to work for the City the following pre-employment conditions are established:

- a) Job Applicants in mandatory-testing positions, safety-sensitive positions, and/or special-risk positions will be tested prior to employment for drug use and alcohol use.
- b) Any job applicant, as defined in the above-section, who refuses to submit to drug and alcohol testing as part of the pre-employment testing process will be refused employment.
- c) Any job applicant who tests positive for drugs or alcohol use will be refused employment.
- d) Confidentiality will be maintained pursuant to this policy.

**B. Employee Compliance**

It shall be a condition of continued employment for all employees to submit to drug and alcohol screening under the policy. If there is a conflict between this policy and the collective bargaining agreement, the collective bargaining agreement shall control. Refusal to submit to drug testing is grounds for immediate termination. Refusal to submit to drug testing is not a waiver of the employee's right to challenge both the order and the test outcome.

**C. Employee Assistance Program**

The City offers an Employee Assistance Program (EAP) which provides help to employees and their families who suffer from various difficulties including alcohol or drug abuse.

In addition to the City's EAP Program, below is a list of local assistance programs and local drug and alcohol rehabilitation programs:

- a) Narcotics Anonymous Help Line : 561-848-6262
- b) Drug Abuse Foundation of Palm Beach County : 561-278-0000
- c) Palm Beach Al-Anon/Al-a-Teen Information : 561-882-0308
- d) Alcoholics Anonymous (Palm Beach County) : 561-655-5700
- e) Comprehensive Alcoholism Rehabilitation Program : 561-844-6400

It is the responsibility of each employee to seek assistance before drugs and alcohol lead to performance problems.

1. Use of the employee assistance program, on a voluntary basis, will not affect the determination of appropriate disciplinary action.
2. An employee who is "Stepping Forward" or seeking assistance from the Employee Assistance Program on a voluntary basis **prior** to any incident warranting disciplinary action will not have this action used as the basis for disciplinary action or in any disciplinary proceeding.

On the other hand, using EAP will not be a defense to the imposition of disciplinary action where facts providing violation of this policy are obtained outside of the EAP. Accordingly, the purpose and practices of this policy and the EAP are not in conflict but are distinctly separate in their applications.

3. Through the EAP, the City will provide appropriate assessment, referral to treatment, and treatment of drug and alcohol abuse.
4. Upon successful completion of a drug and/or alcohol treatment program an employee may be released to resume work but will be subject to drug testing on a random, periodic basis, at least quarterly, and for at least two years thereafter as a condition of continued employment. These stipulations may be incorporated in a Last Chance Agreement.
5. An individual's participation in the program will not be made part of any personnel records and will remain confidential to the extent necessary to comply with this policy. Medical and insurance records, if any, will be preserved in the same confidential manner as all other medical records and be retained in a separate file as provided by law.

#### **D. Management's Responsibility**

The City will maintain screening practices to identify employees who use illegal drugs or abuse alcohol. Department Heads are responsible for implementing this Drug Free Work Place policy. It is the responsibility of the supervisors to observe the behavior of employees on the job as a precaution against unstable or unreliable behavior which could threaten the safety and well-being of employees and the community.

1. Supervisors are responsible for maintaining a safe work environment by monitoring employees' behaviors and performance.
2. In the event a supervisor has a reasonable suspicion that an employee may be under the influence of drugs or alcohol, the employee must be sent for reasonable suspicion drug testing. A form for documenting cause for a reasonable suspicion drug test is attached.
3. In all cases when an employee is to be removed from duty for drug testing,



the Department Director and Director of Human Resources and Risk Management must be immediately notified.

**E. Employee's Responsibility**

1. It is each employee's responsibility to be fit for duty when reporting for work and to inform his/her supervisor if (s) he is under prescription or non-prescription medication which may affect job performance.
2. In the event an employee observes behavior in another employee, which raises a doubt as to that employee's ability to perform work in a safe, reliable and trustworthy manner, the employee should report this behavior to his/her supervisor.
3. Employees, who enter drug or alcohol treatment and/or rehabilitation program voluntarily at the request or insistence of the City or, as a condition of continued employment are required to fully participate in and complete the recommended treatment. Any employee who enters a drug or alcohol treatment and/or rehabilitation program will be responsible for payment of the treatment and/or program. If the employee fails to comply with the treatment and/or program, the employee will be subject to discipline, up to and including termination.

**F. Medical Review Officer's (MRO) Responsibilities**

1. The MRO will review all information from the testing laboratory in the event of a positive, confirmed test. The MRO will review any information from the employee or job applicant regarding the use of medication or other relevant medical information set forth in the form submitted prior to drug testing.
2. The MRO may request that the testing laboratory provide quantification of test results.
3. The MRO will provide confirmed test results to the Human Resources representative from the City.

**1.5 PROCEDURE**

In order to maintain a drug and alcohol free work environment, the City will test for the presence of alcohol and drugs in the following circumstances:

1. ***Pre-employment:*** Job applicants who have been offered a position of employment and whose job requirements are that of a mandatory-testing, safety-sensitive, or special-risk position are required to take a drug and alcohol test.
2. ***Reasonable suspicion:*** Employees who are determined to be under reasonable suspicion of drug or alcohol use (as defined herein), are required to take a drug and alcohol test.

3. **Post-incident:** Employees are required to take a drug and alcohol test when the employee is involved in a job-related incident, which results in any of the following: (a) discernable property damage, (b) the employee receiving medical attention, or (c) the employee receiving a citation.

4. **Random Testing:** Employees are subject to random drug testing. Random selection for testing is done by an independent third party by a random computer generated list.

Employees who are required to maintain a Commercial Driver's License (CDL) are subject to monthly random drug and alcohol testing in compliance with Federal Law.

5. **Fitness for duty:** All employees who are subject to a routine fitness for duty medical examinations are required to take a drug and alcohol test as part of their medical examination.

6. **Follow-up:** All employees who have been referred to an employee assistance program or rehabilitation program by the City for drug and/or alcohol abuse are required to take drug and alcohol tests on a quarterly basis for up to two (2) years after their return to work. These stipulations may be codified in a Last Chance Agreement.

A. Consequences of Refusing a Drug Test

1. An employee who refuses to submit to a drug and alcohol test will be subject to immediate termination. An employee who refuses to submit to a drug test forfeits his/her eligibility for all workers' compensation medical and indemnity benefits.

2. A job applicant, as defined in section 1.3, #9, who refuses to submit to a drug and alcohol test will not be hired.

B. Actions Following a Positive Confirmed Test

The City may administer disciplinary action, up to and including termination, for any employee who has a positive, confirmed drug or alcohol test.

C. Confidentiality

Confidentiality of records concerning drug and alcohol testing will be maintained to the extent necessary to comply with this policy. All information, reports, memos and drug test reports, written or otherwise, received by the City through the drug testing program will be kept confidential as provided by law.

The City's Employee Assistance Program, laboratories, drug and alcohol rehabilitation programs who receive or have access to information concerning drug test results shall keep all information confidential. No such information will be released unless there is a voluntary written consent, signed by an employee or

job applicant, except where such release is compelled by a court pursuant to an appeal taken under this section, or where deemed appropriate by a professional or occupational licensing board in a related disciplinary proceeding.

The City will maintain records concerning drug testing separate and apart from an employee's or job applicant's file.

**D. Reporting of Use of Medication**

Employees and job applicants may confidentially report the use of prescription or non-prescription medication both before and after having a drug test.

**E. Notice of Common Medications**

A list of most common medications, by brand name or common name, as applicable, as well as by chemical name, which may alter or affect a drug test, is listed below in section I. Employees and job applicants should review this list prior to submitting to a drug test.

**F. Medication Information**

An employee or job applicant may consult with the testing laboratory for technical information regarding prescription and non-prescription information.

**G. Employee Assistance Program**

Refer to the Employee Assistance Program Policy for the name, address and telephone number of the City's current provider or contact the Human Resources and Risk Management Department.

**H. Drugs to be Tested**

Drugs that will be tested are as follows:

1. Alcohol, including distilled spirits, wine, malt beverages and intoxicating liquors.
2. Amphetamines
3. Cannabinoids
4. Cocaine
5. Phencyclidine (PCP)
6. Hallucinogens
7. Opiates
8. Methaqualone
9. Barbiturates
10. Benzodiazepines
11. Synthetic Narcotics
12. Designer Drugs
13. A metabolite on any substance listed herein.

A list of drugs by brand names or common names includes:

<i>Opium</i>	Dover's Powder, Paregoric, Parepectolin
<i>Morphine</i>	Morphine, Pectoral Syrup
<i>Codeine</i>	Tylenol with Codeine, Empirin with Codeine, Robitussin A-C, Hydrocodone, Coke Crack
<i>Heroin</i>	Diacetylmorphine, horse, smack
<i>Hydromorphone</i>	Dilaudid
<i>Meperidine</i>	Demerol, Mepergan
<i>Methadone</i>	Dolophine, Methadone, Methadose
<i>Other Narcotics</i>	Laam, Leritine, Numorphan, Percodan, Tussiones, Fentanyl, Darvon, Talwin, Lomotil, Lorcet, Vicodin, Percocet
<i>Chloral Hydrate</i>	Noctec, Sommos
<i>Barbiturates</i>	Phenobarbital, Tuinal, Amvital, Nembutal, Seconal, Lotusate
<i>Benzodiazepines</i>	Atavan, Azene, Clonopin, Dalmane, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Halcion, Paxipam, Restoril
<i>Methaqualone</i>	Quaalude
<i>Methamphetamine</i>	Methyl Ice
<i>Glutethimide</i>	Doriden
<i>Other Depressants</i>	Equanil, Miltown, Noludar, Placidyl, Valmid

**NEW DRUGS** - New drugs will be added to the list of controlled substances based on amendments to the Florida Statutes and/or any federal law, rule, regulation or procedure.

### **PRESCRIPTION DRUGS**

Many prescription drugs can alter or affect drug tests. Due to the large number of obscure brand names and the constant marketing of new products, this list is illustrative and not exhaustive.

*Alcohol:* All liquid medications containing ethyl alcohol (ethanol). Read the label for alcohol content.

*Amphetamines:* Pbetrol, Biphetamine, Desoxyn, Dexedrine, Didrex, Lonamine, Fastin.

*Cannabinoids:* Marinol (Dronabinol, THC).

*Cocaine:* Cocaine, HCl topical solution (Roxanne)

*Phencyclidine:* Not legal by prescription

*Methaqualone:* Not legal by prescription

*Opiates:* Paregoric, Parepectolin, Donnagel PG, Norphine, Tylenol with Codeine, Emperine with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guiatuss AC, Novahistine DH, Novahistine Expectorant, Diluadid (Hydromorphone), MS Contin and Roxano (morphine sulfate), Percodan, Vicodin, Tussiorganidine, etc.

*Barbiturates:* Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorianl, Fioricet, Esgic, Butisol, Mebarel, Butabarbital, Butalbital, Phrenilin, Triad, etc.

*Benzodiazepine:* Ativan, Azene, Clonopin, Dalmane, Diazepam, Librium, Xanax, Serax, Tanzene, Valium, Verstran, Halcion, Paxipam, Restoril, Centrax, etc.

*Methadone:* Dolophine, Metadose, etc.

*Propoxyphene:* Darvocet, Darvon N, Dolene, etc.

### **ANABOLIC/ANDROGENIC STEROID TESTING**

Federal law placed anabolic steroids in Schedule III of the Controlled Substances Act (CSA) as of February 27, 1991.

An employee or job applicant who is contacted by the MRO may confidentially report the use of prescription medication(s) because the presence of these medications in the body may have affected the outcome of the test.

#### **I. Challenge of Test Results**

1. An employee or a job applicant who receives a positive confirmed test result may, within five (5) working days, submit information to the Director of Human Resources and Risk Management explaining or contesting the test result and explaining why the test result does not constitute a violation of the City's policy.
2. If the explanation or challenge of the employee or job applicant is unsatisfactory to the City, the City will provide a written explanation as to why the employee or job applicant's explanation is unsatisfactory, and a copy of the report of positive confirmed test results will be provided to the employee or job applicant.
3. An employee may further challenge the results of the test in a court of competent jurisdiction or, if the drug was administered due to a workplace injury, by filing a claim for benefits with a judge of compensation claims, pursuant to Chapter 440, Florida Statutes.
4. If an employee or job applicant contests the drug test results he/she must notify the Medical Review Officer (MRO).

If anything in this policy is in conflict with a collective bargaining agreement, the collective bargaining agreement shall control.

## ADDENDUM "B"

### CLASSIFICATIONS

Building Maintenance Mechanic	Parks Maintenance Worker I
Building Maintenance Mechanic, Sr.	Parks Maintenance Worker II
Cemetery Sexton	Parks Maintenance Worker III
Crew Leader	Parks Maintenance Worker IV
Electrical & Instrumentation Technician I	Parks Maintenance Worker V
Electrical & Instrumentation Technician II	Parts Expeditor
Electrician, Master	Plant Operator Maintainer Trainee
Equipment Operator I	Service Worker (Fleet)
Equipment Operator II	Sign & Marketing Technician
Equipment Operator III	Utilities Field Technician I
Equipment Operator IV	Utilities Field Technician II
Equipment Operator Trainee	Utilities Field Technician III
Fleet Mechanic – Truck	Utilities Locator I
Fleet Mechanic – Automotive	Utilities Locator II
Fleet Mechanic, Master - Fire	Utilities Locator III
Fleet Mechanic, Trainee – Automotive	Utilities Field Technician Lead
Fleet Mechanic, Trainee – Truck	Utilities Maintenance Mechanic – Lift Stations
Fleet Mechanic, Senior – Auto	Utilities Maintenance Mechanic, Sr. – Lift Stations
Fleet Mechanic, Senior – Truck	Utilities Plant Maintenance Mechanic
Golf Equipment Mechanic	Utilities Plant Maintenance Mechanic Trainee
Greenskeeper/Spray Technician	Utilities Plant Maintenance Mechanic, Sr.
Heavy Equipment Operator I	Utilities Maintenance Mechanic, Trainee – Lift Stations
HVAC Mechanic	Water Treatment Plant Operator I
Heavy Equipment Operator II	Water Treatment Plant Operator II
Ocean Lifeguard	Water Treatment Plant Operator III
Ocean Lifeguard Lieutenant	

**SIGNATURE PAGE**

**SEIU Blue Collar Unit**

Agreed to this \_\_\_ day of May 2023 by and between the respective Parties through  
the authorized representatives of the Union and the City.

**SEIU Florida Public Services Union,  
CTW, CL**

**City of Boynton Beach, Florida**

***Confirmed by:***

\_\_\_\_\_  
Alphonso Mayfield  
President

\_\_\_\_\_  
Daniel Dugger  
City Manager

***Approved as to Form:***

\_\_\_\_\_  
Michael Cirullo  
City Attorney

***Attest:***

\_\_\_\_\_  
Ty Penserga  
Mayor

\_\_\_\_\_  
Maylee De Jesus  
City Clerk