

AGREEMENT BETWEEN

THE CITY OF RIVIERA BEACH, FLORIDA
AND
PROFESSIONAL MANAGERS AND
SUPERVISORS ASSOCIATION

CONTRACT EFFECTIVE APRIL 1, 2023
THROUGH MARCH 31, 2026

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ARTICLE 1: PREAMBLE

This Agreement is entered into by the City of Riviera Beach, Florida, hereinafter referred to as the “City” and the Professional Managers and Supervisors Association (PMSA), a division of: FPD/NUHHCE, AFSCME, AFL-CIO, hereinafter referred to as the “Association”.

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 Riviera Beach in its capacity as an Employer, the Employees, the Association and citizens of the City of Riviera Beach.

The parties recognize that the best interest of the community and the job security of the employees of the City depend upon the Parties success in establishing and maintaining, effective, proper, and superior service to the community.

ARTICLE 2: RECOGNITION

The City hereby recognizes the Professional Managers and Supervisors Association (PMSA), a division of: FPD/NUHHCE, AFSCME, AFL-CIO, as the exclusive bargaining agent for those employees in Riviera Beach in the departments and classifications listed in the Florida Public Employees Relations Commission Certification of Representatives issued in Case No.: EL-2008-028, for the purpose of collective bargaining in good faith on wages, fringe benefits, other terms and conditions of employment affecting ASSOCIATION bargaining unit members, and execution of a written agreement with respect to agreements concerning the terms and conditions of employment.

All references in this Agreement to employees shall be construed to include both male and female employees.

ARTICLE 3: DUES CHECK-OFF

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

Section 2: The Association will notify the City as to the amount of dues. This notice must state the weekly amount in dollars and cents for each individual member. Such notification will be certified to the City in writing over the signature of an authorized officer of the Association at least thirty (30) calendar days in advance of the effective date. Changes in membership dues will be similarly certified to the City and shall be done at least thirty (30) calendar days in advance of the effective date of such change. Upon Association request, the City Human Resources Department will provide name, base pay, longevity, home address, phone number, and classification on each bargaining unit member. The list will not be used for the purpose of retroactivity.

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

Section 4: The Dues Authorization Form shall be that form as shown in Appendix A.

ARTICLE 4: NON DISCRIMINATION

Section 1: The City and the Association shall not discriminate against any employee for any reason prohibited by law. Consistent with Chapter 447, Florida Statutes, public employees in the State of Florida have the right to self-organization, to form, join, or assist labor associations or labor organizations, or to refrain from such activity, to bargain collectively through representatives of their own choosing, and to engage in concerted activities, for the purpose of collective bargaining or other mutual aid protection.

Section 2: The Association and the City may agree to consult on issues of discrimination on sexual harassment with the Human Resources Director or designee. However, the City has no obligation to notify or involve the union in such investigations once a complaint is made or the City otherwise becomes aware of a possible violation of its policies against harassment or discrimination. All parties shall be bound by applicable privileges and state law related to disclosure of any investigation.

Section 3: Employees shall have and retain all rights guaranteed by the United States Constitution, Constitution of the State of Florida, City of Riviera Beach Policies and Procedures and Rules and Regulations, and all applicable statutes.

ARTICLE 5: ASSOCIATION RIGHTS

Section 1: The membership of the Association shall be represented by the Executive Director of the Association or by a person or persons designated in writing to the City Manager by the Executive Director of the Association. The identification of representatives shall be made each year prior to April 1st. The Executive Director of the Association, or the person or persons designated by the said Executive Director, shall have full authority to conclude a collective bargaining agreement on behalf of the Association subject to the majority vote of those employees voting on the question of ratification. It is understood that the Association representative or representatives are the official spokesperson of the Association for the purpose of negotiating with the City. Such negotiations entered into with persons other than those as defined herein, regardless of their position or association with the Association shall be deemed unauthorized and shall have no right or authority in committing or in any way obligating the Association. It shall be the responsibility of the Association to notify the City Manager in writing of any changes in the designations of the Executive Director of the Association or of any certified representative of the Association.

Section 2: The Association, as representative of the employees in the bargaining unit covered by this Agreement, shall have the right to present its views to management on matters of concern either orally or in writing.

Section 3: The City agrees to recognize the officers and coordinators designated by the Association as agents of the Associations. The Association shall furnish written notice to the City Manager's office of such Association office or coordinators prior to it becoming effective. The City recognizes the right of the Association to designate one (1) Primary Coordinator and two (2) Alternate Coordinators from among the regular full time unit employees.

ARTICLE 5: ASSOCIATION RIGHTS (continued)

Section 4: Consistent with applicable law, officials of the Association “with proper identification” and/or coordinator designated by the Association may meet with bargaining unit employees on the City property during non-working times (lunch, official breaks, and before and after working hours) in non-working areas. The meeting shall occur in areas designated by the appropriate department.

Section 5: Stewards shall be allowed reasonable time-off without loss of pay during their regular shift hours for investigating grievances; however, each will first obtain oral permission from the employee’s immediate supervisor or in the supervisor’s absence, the next level of supervision. Permission will not be unduly withheld by the supervisor.

Section 6: The Association, its members, agents, representatives, or any person acting on its behalf may (1) distribute literature in non-working areas, solicit and advocate support of an employee organization during non-working time. Any employee shown to have violated any provision of this section may be discharged or otherwise disciplined by the City not withstanding further provisions of the laws and not withstanding provisions of any collective bargaining agreement.

Section 7: The Association Coordinator or other designated bargaining unit member may be granted leave without pay for attendance at association conference, training session or other related association business.

Section 8: Effective upon ratification by the parties, a member of the bargaining unit shall voluntarily transfer one (1) hour for annual leave time per fiscal year into an Association Time Pool so that City Association representatives may remain in a paid status while on approved Association leave. One (1) hour will be deducted from the said volunteer member’s accrued annual leave in the second pay period of October based upon written authorization by the employee. All authorization forms must be submitted

ARTICLE 5: ASSOCIATION RIGHTS (continued)

Section 8: (continued)

collectively by the Association to the City in the first week of October. Leave shall be granted in order to attend Association conferences, training sessions, or other related Association business. The Department Director may approve leave time in advance. Pool time shall not be unduly withheld. All requests for the use of the Association time pool shall be submitted through and include authorization from the Association Executive Director if the absence is to be covered by payments from the Association time pool. Charges against the Association time pool shall be documented by the use of an Association time pool authorization form to be completed for each request. At a minimum, the form will identify the name of the user, the number of hours requested, employee's current hourly rate, the purpose of the request, and the signatures of the employee, department director or designee and the Association Executive Director. A record of all time donated and drawn against the Association time pool shall be kept by the Department Director or designee and Association Executive Director and a detailed summary will be submitted on October 1st and April 1st of each fiscal year to the Human Resources Department.

Section 9: Consistent with the accomplishment of the City's Mission, an officer or member of the Association may be granted extended periods of leave to engage in legitimate activities of Association. Such leave shall be arranged through and approved by the Association Executive Director and Department Director. The City agrees to pay an employee from the amount of hours in the time pool at the employee's current daily rate for all time lost upon receipt of Association time pool authorization form.

Section 10: (A) The Association shall be provided bulletin board space in each department on an existing bulletin board at location designated by the City for the purpose of posting Association literature. Association bulletin board may be used to communicate with and inform unit employees. Bulletin board items may include notices

ARTICLE 5: ASSOCIATION RIGHTS (continued)

Section 10: (continued)

of meetings, elections, and other related materials pertaining to the welfare of Association members. Notices posted on these bulletin boards shall not contain anything political about

the City or any of its officers or employees nor shall any posted materials violate or have the effect of violating the City's rules and regulations.

(B) Information posted must be dated and bear the signature of the Association's authorized representative and must be removed by the authorized representative or designee within thirty (30) days by the Association. Information not removed after thirty (30) days may be removed by the City. All costs incident to preparing and posting of Association materials will be borne by the Association.

ARTICLE 6: EMPLOYEE, MANAGEMENT AND ASSOCIATION COMMUNICATIONS

Section 1: Any proposed changes to Personnel Policies and Procedures that affect the bargaining unit member, will be sent to the Association.

Section 2:

- (A) The Association and Management may meet and consult on a semi-annual basis. Such meetings shall be held at a time and place mutually agreed to by the City and the Association.

- (B) The purpose of all consultation meetings shall be to discuss matters relating to administration of this Agreement and any activity which affects unit employees. No such meeting shall be used for the purpose of discussing pending grievances or for negotiation purposes. No later than seven (7) calendar days prior to the scheduled meeting date, the parties shall exchange agendas indicating matters they wish to discuss.

- (C) Any decision(s) reached through consultation meetings shall be reduced to writing.

ARTICLE 7: EMPLOYEE RIGHTS

Section 1: Employees covered by this Agreement shall have the protection of all other rights to which they are entitled by rules, and regulations or policies of the City not altered or amended by this Agreement; however, nothing in this section restricts or limits the City's rights under Article 8 to modify such policies or rules and regulations. The Association

will be notified of any such changes. The Association retains its right to demand bargaining on the impacts of such changes on the terms and conditions of employment.

Section 2: An employee's off-the-job conduct shall not result in disciplinary action unless the conduct is unlawful or improper and/or would tend to affect the employee's relationship to the employee's job, fellow workers, reputation or goodwill in the community.

Section 3: Employee participation in charitable drives is voluntary.

Section 4: An employee will not be required to perform a duty that will endanger the employee or others; however, absent exigent circumstances, the employee shall obey the orders of a supervisor.

Section 5: No employee shall have discipline taken against him based solely on an anonymous source without an investigation to substantiate the discipline.

Section 6: Upon request, each employee shall be provided a copy of their current job description. An employee's performance when working outside of the job classification shall not be used negatively for the purposes of the employee's evaluation.

Section 7: Nepotism policies as outlined in the Code of Ordinances shall be uniformly administered throughout the bargaining unit.

ARTICLE 7: EMPLOYEE RIGHTS (continued):

Section 8: The City will pay for or reimburse for all mandatory continuing education (training), recertification, and renewal of licenses required for the position held.

Section 9: Employees shall receive compensation for City declared emergencies consistent with the City Disaster Policy. If the City revises or updates the City Disaster Policy, the City will provide the union with a copy of the policy for review before implementation.

ARTICLE 8: MANAGEMENT RIGHTS

Section 1:

The Association recognizes the prerogative of the City to operate and manage its affairs in all respects; in accordance with its responsibilities, and the powers or authority which the City has not officially abridged, delegated, or modified by this Agreement, are retained by the City. Management officials of the City retain the right, in accordance with applicable laws, regulations, and provisions of the Civil Service System, but are not limited to the following:

Except as otherwise modified by this Agreement and without limiting the provisions of Section 1, but in order to clarify some of the more important rights retained by management, the Employer shall have the right to:

- a. To manage, direct, plan, control and determine services to be conducted by the employees of the City.
- b. To classify, evaluate, hire, promote, transfer, schedule, assign, and retain employees' positions of the City.
- c. To suspend, demote, discharge, or take other disciplinary action against employees for just cause.
- d. To relieve employees from duty because of lack of work, funds, or other legitimate reasons.
- e. To maintain the efficiency of the operations of the City.
- f. To determine the methods, means, and personnel by which such operations are to be conducted.
- g. To determine the organization of the City Government.
- h. To determine the number of employees to be employed by the City.
- i. To determine the number, types and grades of positions of employees assigned to an organization unit, department, or project.

ARTICLE 8: MANAGEMENT RIGHTS (continued)

Section 1: (continued)

- j. To determine internal security practices.
- k. To determine those matters covered by the Civil Service System. However, no such matters shall usurp the terms and conditions of employees covered by and through this Agreement.
- l. To implement the missions and policies as set forth by the City.
- m. To introduce new or improved methods, equipment or facilities.

- n. To make, publish and enforce rules and regulations that do not alter or amend the wages, hours, terms and conditions of employment of bargaining unit employees covered by and through this Agreement.

Section 2:

The City Council has sole authority to determine the purpose and mission of the City and all its employees and the amount of the budget to be adopted, and shall not in any way, directly or indirectly be subject to the grievance procedure or arbitration; such foregoing is restricted to this Section.

Section 3:

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

ARTICLE 8: MANAGEMENT RIGHTS (continued)

Section 4:

It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described; and employees, at the discretion of the City, may be required to perform duties not within their job description in accordance with the provisions within this Agreement.

Section 5:

If a supervisor is assigned duties outside of their normal job duties, such employees shall be trained and qualified for such duties and shall be compensated consistent with this agreement for the assumption of such duties.

ARTICLE 9: ENTIRE AGREEMENT

Section 1:

This Agreement upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term unless otherwise expressly provided herein.

Section 2:

The parties acknowledge that during negotiations, which resulted in this Agreement, each had the right to and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right are set forth in this Agreement. Therefore, it is agreed that this contract represents the complete collective bargaining and full agreement by the parties with respect to wages, hours, and other terms and conditions of employment which shall prevail during the term hereof.

ARTICLE 10: GRIEVANCE PROCEDURE

Section 1: It shall be the policy of the City of Riviera Beach, Florida, to provide a procedure for the presentation and resolution of grievances or misunderstandings which may arise from the application or interpretation of this Agreement between eligible employees and their supervisor, and to assure employees that their problems and complaints will be considered fairly, honestly, and without reprisal.

Section 2: The primary purpose of the grievance procedure is to determine what is right rather than who is right. Free discussion between employees and supervisors will lead to a better understanding by both of the practices, policies, and procedures which affect employment. It will also serve to identify and help eliminate conditions which may or conceivably have caused misunderstandings and grievances. The purpose is defeated if a spirit of conflict enters into the consideration of a grievance. Supervisors and employees alike must realize and recognize the true purpose of a grievance procedure if such procedure is to have value in promoting the well-being of the City Service.

Section 3: A grievance is defined as a complaint arising out of an alleged violation concerning the application, interpretation, or compliance with the provisions of this Agreement. Employees eligible to file a grievance include all newly hired bargaining unit employees who have completed their probationary period and bargaining unit employees who are promoted to another position within the bargaining unit, even if the promotional probationary period has not been completed. Newly hired bargaining unit employees who are within their probationary period are not eligible to file a grievance or use the grievance procedure.

Section 4: No employee or group of employees may refuse to follow directions pending the outcome of a grievance. Employees in the bargaining unit will follow all written and verbal directions, even if such directives are allegedly in conflict with the provisions of this Agreement. Compliance with such directives will not in any way

ARTICLE 10: GRIEVANCE PROCEDURE (continued)

Section 4: (continued)

prejudice the employee's right to file a grievance within the time limits contained herein, nor shall compliance affect the ultimate resolution of the grievance. For the purposes of this article, the term "business days" shall mean employee's workday Monday through Friday, exclusive of Saturday, Sunday, and holidays recognized by this Agreement. Moreover, the filing of a grievance shall in no way interfere with the right of the City to proceed to carry out its management responsibilities, subject to the final resolution of the grievance.

Section 5: Grievance discussions in the various steps will be conducted during regular business hours. The employee and the steward may request time to appeal a grievance to a higher step. The grievant and stewards shall suffer no loss of pay or benefits in processing grievances through the various steps. Their immediate supervisor will grant the opportunity so long as it does not interfere with work operations.

Section 6: Grievance time limits shall be strictly observed; however, they may be extended for good and sufficient reason by mutual agreement of the Association and Management. The date of disposition shall be the dates in which the immediate supervisor or other management official delivers the disposition to the Association or grievant, whichever is appropriate, or the date of postmark in those instances where delivery is by U.S. Mail. All grievance statements of appeal and answers after STEP 1 must be in writing. Grievances not appealed to the next higher step within the prescribed time limits will be considered settled on the basis of the last answer by Management. Failure of the City or its representatives to observe time limits for any step of the grievance procedure shall entitle the Association or grievant, whichever is appropriate to proceed to the next step in the grievance procedure. An employee will not be allowed to proceed to arbitration without the Association unless the Association refuses to represent the grievant solely due to the grievant's lack of membership in the Association. The Association must notify the grievant and City of its refusal for this reason.

ARTICLE 10: GRIEVANCE PROCEDURE (continued)

Section 7: The commencing of a legal proceeding against the City in a court or equity or before the Public Employees Relations Commission, or any other administrative agency,

by an employee or the Association, for misapplication or misinterpretation of the terms of this Agreement, is deemed an election of remedy and shall be deemed a waiver by said employee or the Association of its/their right to resort to the grievance and arbitration procedure contained in this Agreement.

Section 8: WITHDRAWAL OF GRIEVANCE

A grievance may be withdrawn by the aggrieved employee at any time and at any step of this procedure, and may not be resubmitted at a later date.

Section 9: ASSOCIATION GRIEVANCE AND APPEAL PROCEDURE STEPS

Step 1: Within five (5) business days of the incident, an employee or the Association during regular business hours may initiate a written grievance with the employee's supervisor involved in the grievance and verbally discuss the grievance with the employee's supervisor. Either party may have the Association Steward present if they desire. The discussion will include the substances of the grievance, a description of the action requested, the basis for the request, and the specific provision or provisions of this Agreement which have been violated. Any grievance not conforming to the provisions of this paragraph shall be denied and not eligible to advance through the steps of the grievance procedure, including arbitration. Within five (5) business days, the supervisor will provide written notification to the employee of the supervisor's decision.

Step 2: If the grievance is not resolved in Step 1 within five (5) business days, the employee or Association, whichever is appropriate, may appeal to Step 2 by submitting his complaint or grievance in writing to the Department Director on a form mutually agreed to by the parties. The Department Director will investigate the alleged grievance and if necessary, will conduct a meeting with the aggrieved employee, the Association Steward and the initial supervisor involved. Within five (5) business days of the Department Director's receipt of the written grievance, the Department Director will give an answer in writing. Information regarding resolved grievances during Step 1 or Step 2 will be forwarded to the Director of Human Resources for filing.

ARTICLE 10: GRIEVANCE PROCEDURE (continued)

Section 9: (continued)

Step 3: If the grievance is not resolved at the Department Director's level, the Association may appeal within five (5) business days, and in writing to the Director of Human Resources. Within ten (10) business days of receipt of said written grievance appeal, the Director of Human Resources will answer in writing to the grievance and return a copy of the findings to the employee and the Association.

Step 4: If the grievance is not resolved at the Human Resources Department level, the Association may appeal within five (5) business days, and in writing to the City Manager's office. Within ten (10) business days of receipt of said written grievance appeal, the City Manager has the discretion to meet with the grievant, the Association Steward, International or State representatives, and departmental management to discuss and seek a solution to the grievance. The City Manager within ten (10) business days of first receipt of grievance will answer in writing to the grievance and return a copy of the findings to the employee and the Association.

Step 5: In the event that a grievance or dispute relating to the meaning of an application or interpretation or compliance with the provisions of this Agreement is not settled under the foregoing steps of the grievance procedure, such dispute may be referred by either party to an impartial Arbitrator to be appointed by mutual agreement of the parties. However, if the City Manager does not agree that the matter is arbitrable, notification shall be to the Association of such, within ten (10) business days of receipt of the Association's request to proceed to arbitration. The parties agree that in such an instance, the arbitrator selected to hear the grievance will first consider the question of arbitrability of the grievance.

If there is no objection by either party to the Arbitrability of the grievance, and the above mentioned procedure has been fully complied with or results in a determination

ARTICLE 10: GRIEVANCE PROCEDURE (continued)

Step 5: (continued)

that the grievance is arbitrable, the parties shall proceed immediately (the same day as the Arbitrability hearing and before the same arbitrator) to arbitrate the grievance.

In case the City and the Association are unable to agree upon the impartial Arbitrator within fifteen (15) business days after the conclusion of Step 4, then on application of either party, petition may be made to the Federal Mediation and Conciliation Service (FMCS) in Washington, DC, to supply the parties a panel of arbitrators.

The parties will select an arbitrator from the panel by alternately striking names from the panel. The remaining arbitrator shall be designated to hear the unsettled grievance. The arbitration proceeding shall be in accordance with the rules of FMCS.

Any impartial arbitrator designated hereunder, to whom any grievance or dispute shall be submitted shall have the jurisdiction and the authority to apply and interpret the provisions of this Agreement in so far as may be necessary to the determination of such grievance. The arbitrator shall not have jurisdiction or authority to alter or change in any way the provisions of this agreement. The decision of the arbitrator on any matter within the arbitrator's jurisdiction shall be final and binding on the Association, the City, and the employees covered by the agreement. The expenses and fees of the arbitrator shall be paid by both parties equally.

Section 10: All eligible employees shall have the right of appeal, either through the negotiated grievance procedure contained herein, or the City Civil Service Appeal procedure, but not both, provided the matter is grievable under this contract. Further, an employee that desires to file a grievance must indicate in writing his preference as to appeals procedures.

ARTICLE 11: PERSONNEL FILES

Section 1:

The employee's Human Resources file, worker's compensation and medical files are housed in the Human Resources Department. The Internal Affairs files are located in the Police Department. Upon the appropriate request of the employee, the employee shall be permitted to review the file(s). The employee's request cannot be unreasonably denied.

An employee shall have the right to provide a written response to any information the employee feels may be derogatory to an employee's conduct, service, character or personality and the response will be attached to the file(s). Any such response must be delivered to the Human Resources Department within 10 business days from the date the employee was made aware of such information.

Section 2:

The employee shall be permitted to reproduce any material in the file. The City may charge a fee for reproduction in accordance with the applicable law.

Section 3:

Management must meet with an employee concerning possible violation or infraction and if a decision is made to discipline, the decision must be reduced to writing within ninety (90) days of the decision to discipline. The time limit may be extended by mutual consent of the parties; however, neither party may unreasonably withhold consent from the other.

If a violation for which the employee is disciplined is not repeated within two (2) years, the violation will not be used to support or aggregate a future disciplinary action.

ARTICLE 12: DISCIPLINARY ACTION

Section 1:

This Article covers actions involving suspensions with or without pay, dismissal, demotions, or reductions in pay or grade with prejudice.

Section 2:

When management meets with an employee concerning possible violation or an infraction, the employee will be advised to notify the Association of the meeting so that Association may attend the meeting.

Section 3: The grievance/arbitration procedure may be utilized for suspensions with or without pay, demotions, reduction in pay or grade and termination.

ARTICLE 13: DISMISSAL/DEMOTION/SUSPENSION

Where alleged “just cause” warrants discipline, management may make a decision to demote, suspend or dismiss an employee; however, the decision may be subject to the

grievance/arbitration procedure. Under normal circumstances, depending on severity, progressive discipline will be administered as follows:

1. Verbal warning (written notation to be placed in Human Resources file)
2. Written warning (filed in Human Resources Personnel File)
3. Suspension without pay
4. Dismissal

Suspension with or without pay shall be utilized for the purpose of any investigatory procedure or pending investigation.

ARTICLE 14: SENIORITY AND LAYOFF

Section 1:

City Seniority is understood to mean an employee's most recent date of employment or re-employment. Seniority will continue to accrue during all types of leave, except leave without pay for more than thirty (30) calendar days which shall cause this date to be adjusted for an equivalent amount of time. Leave without pay for periods of less than thirty (30) days, or for leaves without pay for more than thirty (30) calendar days due to FML, military leave not in excess of five (5) years, or an ADA accommodation, shall not cause the City seniority date to be adjusted.

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

Section 2:

Classification seniority shall be understood to mean length of time in the classification. After successful completion of the probation period, length of time in classification reverts to the date of entry, transfer, or promotion to the present classification. Seniority will continue to accrue during all types of leave except for leave without pay of thirty (30) calendar days or more which shall cause this date to be adjusted for an equivalent amount of time. Leave of absence without pay for periods of less than thirty (30) calendar days, or for leaves without pay for more than thirty (30) calendar days due to FML, military leave not in excess of five (5) years, or an ADA accommodation, shall not cause the classification seniority date to be adjusted. Classification seniority shall be used in conjunction with job classification for the purpose of lay-off and consideration for promotion.

Section 3:

All newly hired employees shall be placed on probation for the first one year in the classification. Promoted employees shall serve a probationary of period of ninety (90) days.

Section 4:

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

- a. Voluntary termination;
- b. Retirement;
- c. Termination for just cause;
- d. Lay-off exceeding one (1) year;
- e. Failure to report to the Department Head intention of returning to work within seven (7) days of the return receipt verification in cases of recall; or
- f. Failure to return from Military Leave within the time limits prescribed by law.

Section 5:

In the event of a lay-off, the City of Riviera Beach will notify the employees and the Association, whenever possible, fifteen (15) days prior to the effective date of the lay-off. A copy of the lay-off notice, along with the up-to-date Classification Seniority List, will be sent to the Association.

- a. Classification Seniority shall apply in lay-offs and promotions within the Classifications on a City-wide basis as follows. If an employee is displaced due to Classification Seniority during a lay-off, an employee may exercise their City seniority to secure a job for which they are qualified within the bargaining unit of the Association to a position with the same title or to a position for which the employee previously held at the City within the past four (4) years on a City-wide basis.

ARTICLE 14: SENIORITY AND LAYOFF (continued)

Section 5: (continued)

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

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

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

- a. Under this Agreement, when reduction-in force is necessary, probationary employees, part-time employees and temporary employees in the affected job classification will be laid off first and shall be recalled only after all regular employees in the affected job classification have been recalled. Probationary employees within a classification will be first laid off and regular employees in that classification who may be subject to lay-off may displace a probationary employee in any other classification, provided the senior employee is capable of performing the work of the probationary employee whom the employee is replacing.
- b. In the case of a reduction-in-force in a department, a higher classification employee with higher classification seniority may, at the employee's own option and if qualified, replace an employee with less classification seniority at the lower classification salary schedule.
- c. An employee in this bargaining unit cannot exercise seniority unless employee is displaced or a vacancy exists as outlined in this Agreement.

ARTICLE 14: SENIORITY AND LAYOFF (continued)

Section 6:

Employees in lay-off status will retain recall rights for one (1) year and shall have preference to work over applicants on eligible lists. Recall will be made by certified mail to the last address in the employee's records. Within seven (7) work days of the certified

receipt date, recalled employees must signify their intention of returning to work to the Department of Human Resources.

- a. Recall will be offered to laid off employees provided they are physically qualified to perform the duties of the job. A laid off employee, when offered recall, who is temporarily unable to accept due to medical reasons, may request a leave of absence not to exceed thirty (30) days.
- b. When employees are recalled from layoff because of an increase in order, the employees with the greatest classification seniority shall be recalled in the reverse order they were laid off.

**ARTICLE 15: VACANCIES/PROMOTIONS/ASSIGNMENTS ABOVE
GRADE/TRANSFERS**

Section 1: Notice of a vacancy in an existing position, promotion position or in a newly created position shall be posted at places accessible to employees City-wide for a period of seven (7) business days. Such notice will set forth the title of the position to be filled, hours of work, and rate of pay. Both the City and the Association recognize and encourage the promotion of the City employees to existing vacancies.

Applicants and employees (including probationary employees except in promotional opportunities), desiring to fill such a vacancy shall apply in writing by completing an application or submitting a resume to the Department of Human Resources. If the position requires a Civil Service examination, the applicant will take the examination at the prescribed time and place. The position will then be filled as prescribed in the City Code of Ordinances. If the position does not require a Civil Service Examination, the City shall select the best qualified applicant. The City shall consider seniority, work experience, work history, qualifications, education, prior disciplinary actions within the past five (5) years, certifications, communication skills, years of supervisory experience, attendance, recorded or written record of customer service, safety record and other job-related knowledge, skills or abilities.

In the event a vacancy occurs in a department where an employee once held the vacant position, but due to a reduction-in-force was obligated to take a job in the department at a lower classification, the employee will be placed on the re-employment list and provide re-instatement to the previous position in accord with the City Code of Ordinances; but the re-employment list will not combine with any other list, if applicable, for a period of 12 months from the date of personnel action. Only classified employees will have an elective appeal rights under the Civil Service; however, if the employee elects to

ARTICLE 15 (Continued):

VACANCIES/PROMOTIONS/ASSIGNMENTS ABOVE GRADE/TRANSFERS

Section 1: (continued)

appeal to the Civil Service Board, the employee will not have a right of appeal under Article 10.

Section 2: If a supervisor is assigned duties outside of their normal job duties, such employees shall be trained and qualified for such duties and shall be compensated consistent with this Agreement for the assumption of such duties. Accordingly, employees assigned to work outside their job classification in a higher pay rate for three (3) or more days in a work week or consecutive work days shall receive the higher pay rate or 10% of the employee's existing salary, whichever is higher in accordance with Article 29, Section 3 beginning on the first day of work in the higher job classification for the length of the assignment. Assignments to work outside the job classification in a higher pay rate for less than three (3) days in a work week or consecutive work days shall not receive any temporary adjustment in the pay rate.

Section 3: Involuntary demotion of a regular employee may be initiated by the department head when such employee's work is unsatisfactory or infraction of workplace rules, procedures and practices.

Section 4: A regular employee may be granted a demotion upon request and such demotion shall be termed and recorded as voluntary. An employee who voluntarily requests a demotion to a position class with a lower classification shall receive the pay of the new position class and Management may consider years of service for the respective employee in setting the initial rate of pay.

Section 5: The reason(s) for any proposed demotion, voluntary or involuntary, shall be given in writing; a copy of such writing to be given to the employee affected before the demotion shall become effective.

ARTICLE 16: CONTRACTING OUT

Prior to a final decision to contract out bargaining unit work by the City Council, the parties will meet and discuss the issues (impact bargaining); however nothing within this Article precludes the City from implementing the decision to contract out the work.

ARTICLE 17: UNIFORM AND UNIFORM ALLOWANCE

Section 1: The City of Riviera Beach agrees to continue the present practice of providing and maintaining uniforms and/or cleaning allowance and periodic replacement of items to employees including a bump hat and/or safety helmet, work/safety shoes and work gloves when requested and then only upon presentation of the work or damaged article to the foreman. Normally, this exchange shall be made the same day.

Section 2: In the event an employee leaves the employment of the Department or the City, the employee shall return all uniforms and safety equipment to the Department. Failure to return all issued safety equipment and uniforms will result in the cost of same being deducted from the employee's final paycheck in accordance with applicable wage and hour laws.

ARTICLE 18: REPLACEMENT OF PERSONAL PROPERTY

The City agrees to provide insurance to cover the loss of an employee's personal property required by the City for performance of the job that is stolen or damaged following an investigation to determine the legitimacy of the loss.

ARTICLE 19: OCCUPATIONAL SAFETY AND HEALTH

The City shall endeavor to provide a safe working environment and appropriate safety gear and equipment. The employee shall endeavor to use appropriate safety gear and equipment and work in a safe manner.

Section 1: Departmental Management will make every reasonable effort to provide and maintain safe working conditions. To this end the Association will cooperate and encourage the employee to work in a safe manner.

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

ARTICLE 20: ATTENDANCE

Section 1:

- A. Classifications that are "non-exempt" shall be entitled to overtime compensation.
- B. An employee in a classification designated as "exempt" shall not be entitled to overtime or compensatory time.

Section 2: Basic Work Week.

- A. The normal work week for employees shall consist of forty (40) hours unless otherwise specified. The work week for calculating overtime runs from Sunday through Saturday. The Department Director or designee shall establish the basic work week and hours of work best suited to meet the needs of the department and provide superior service to the community. Nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours to be worked per week. Exempt employees are expected to work the schedule of hours as set forth by the Department Director or designee which may include working more than 40 hours in a single work week. Meals and other breaks may be scheduled at the department manager's discretion based upon operational needs. Any schedule changes will require 14 days' notice to the employee and the Association unless an emergency requires less notice.
- B. The normal work schedule for hourly employees of 40 hours shall be from Monday through Friday of each week. Alternate work schedule may be established by Management. Shift bidding shall be bid twice a year based on classification seniority in January and July of each year.

Section 3: Overtime Payment.

- A. All non-exempt employees shall be paid 1 1/2 times the regular hourly rate of pay for all authorized hours worked in excess of 40 hours in a work week. Sick leave, funeral leave, jury duty, annual military leave, or other absences from duty on active pay status shall not be considered as "time worked" for purposes of overtime computation.
- B. In the event a non-exempt employee is called back to work outside their normal regular work schedule, the employee shall receive a minimum of three (3) hours pay at the rate of one and a half (1 1/2) times if over 40 hours a week.
- C. Stand-By Time: In order to provide coverage for services during off-duty hours, it may be necessary to assign and schedule certain employees to stand-by duty. A stand-by duty assignment is made by a Department Director who requires an employee, on his off-duty time, which may include nights, weekends, or holidays to be available for work due to an urgent situation. Employees assigned to stand-by duty by their Department Director are guaranteed stand-by pay of two (2) hours pay at their regular straight time rate for each eight (8) hour increment of stand-by time assigned and scheduled. Employees, while on stand-by duty when called to work,

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

- D. Exempt employees are expected to work approximately 37.5 hours per week and any reasonable additional hours to ensure the work is progressing or completed. However, exempt employees will not be charged leave, including sick leave, for occasional appointments, when approved by the supervisor during the work week. It is understood that exempt employees will return to work if practicable.
- E. Management will provide notification to first shift employees of overtime to be worked on a daily basis no later than the new hour of the day the overtime is to be scheduled. Those employees who work the second and third shifts and are required to work overtime will, where possible, be provided notice of the overtime at least four (4) hours prior to the end of their shift. Notification of weekend overtime to be worked shall be made the previous Thursday. Exceptions to this rule shall be for emergency services beyond the control of the City. In the selection of an employee to be assigned overtime, the needs of the City shall be the most important consideration. Management shall make every reasonable effort to distribute such assignments so as to provide the opportunity for overtime to those employees within a division or department (only in those departments which have no division) who are qualified for the assignment and who are in the classification needed to perform the overtime assignment. Full time qualified employees who are in the classification needed to perform the overtime assignment will be the first assigned to such overtime. In the event, the need for overtime assignment exceeds the number of qualified employees in the required classification; the supervisor may assign other full-time employees to do the overtime work.
- F. Non-exempt employees shall be required to work overtime as directed unless excused by their supervisor. In the event any employee in the unit is required to work approved overtime, the employee will not be required to use annual leave nor be placed in a "leave without pay" status during the basic work week in order to compensate or offset the overtime hours worked or to be worked.
- G. Non-exempt supervisors working the second shift, running from 4PM until midnight, shall receive a five (5) percent differential pay.

ARTICLE 21: HOLIDAY

Section 1:

All bargaining unit employees shall receive the following paid holidays:

New Year's Day – January 1st
Dr. Martin Luther King Jr. Day
President's Day
Good Friday
Memorial Day
Juneteenth – June 19th
Independence Day – July 4th
Labor Day – 1st Monday in September
Veterans' Day
Thanksgiving Day – 4th Thursday in November
Friday following Thanksgiving Day
Christmas Day – December 25th

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

Section 2: Employees, including probationary employees, covered by this Agreement shall receive a work day off with pay for each of the holidays earned, unless the employee has been disciplined for abuse of paid time off (PTO) during the previous six (6) months, in which case the employee will lose a holiday for each discipline write-up for abuse of PTO.

Section 3: Employees on annual military leave, jury duty, compassionate funeral leave, PTO, and other absences observed must use the holiday on the same day that it is earned.

ARTICLE 21: HOLIDAY (continued)

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

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

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

Section 7: Holiday pay provisions of this Agreement will remain in effect for any work performed on a holiday providing the employee works the scheduled day before and the scheduled day after the holiday, unless excused by the Department Head for such reasons as jury duty, PTO, or compassionate leave.

Section 8: Employees whose regularly scheduled day off occurs on the day or days when the City observes a holiday will be given either the employee's last scheduled work day preceding the holiday or the next scheduled work day following the holiday(s) as the employee's day off in observance of the holiday(s). The Supervisor shall advise the employee at least a week in advance of the holiday(s) whether the employee will observe the holiday on employee's last scheduled work day prior to the holiday observance or the next scheduled work day after the holiday observance. If the employee is called into work on the day designated as the employee's holiday observance, the employee shall be compensated by payment of a regular day's pay at straight time for holiday pay plus time and one-half (1 ½) their regular rate of pay for all hours worked.

ARTICLE 21: HOLIDAY (continued)

Section 9: Holidays and one Good Cause Day for years 1 and 2 of the contract will be paid according to shift deployment. In Year 3 of the contract, Good Cause Day will no longer exist. Good Cause Day must be taken in four (4) hour segments. Good Cause Day shall not be charge against sick and vacation time that make up an employees sick and vacation account (bank).

ARTICLE 22: PAID TIME OFF (PTO)

Section 1: Accumulation of PTO All sick and vacation accruals shall cease the Saturday before the first full pay period after ratification. Thereafter all employees shall earn PTO during active pay status on the following basis below. Employees shall not receive or use sick and vacation leave benefits, except as provided for in Article 22, Section 4.

<u>Years of Service</u>	<u>Number of Days Per Year</u>	<u>Total Hours Accumulated per year</u>	<u>Hours Accumulated per week</u>
0 to 1	19	152	2.9231
1 – 2	19	152	2.9231
3 – 4	19	152	2.9231
5 – 6	23	184	3.5385
7 – 8	24	192	3.6923
9 – 10	25	200	3.8462
11 – 15	26	208	4.000
16 – 20	27	216	4.1538
20+	28	224	4.3077

- A. This provision shall be interpreted to mean that the employee receives the number of days stipulated during the period identified.
- B. There shall be no limit to the accumulation of an employee’s PTO (PAID TIME OFF).
- C. Except for emergencies or exceptional cases, no less than one (1) hour will be approved as determined by the employee’s supervisor.
- D. Unplanned absences of three (3) or more days must be accompanied by a doctor’s certificate.

Section 2: Application for PTO Application for PTO leave shall be made in advance of use.

- A. PTO requests of three (3) days/shifts or less must be requested and approved or denied within forty-eight (48) hours (i.e., two working days) of the initial request.
- B. PTO requests for four (4) days/shifts or more must be requested and approved or denied within seventy-two (72) hours(i.e., three working days) of the initial request.
- C. In emergency cases and in the case of illness, and employee shall provide at least one (1) hour notice of the use of PTO.
- D. When a written request for PTO is denied,the employee will be notified in writing.

Section 3: Donation of Leave Time A Donation of Leave Time Policy will be established to allow an employee to donate accrued/available PTO (PAID TIME OFF) to another employee, when;

- A. That employee suffers an injury, or illness and does not have sufficient PTO or accrued sick or vacation leave in his/her bank to cover the period of time the employee must be off work due to an accident, injury, or illness.
- B. Any donation of time is voluntary.
- C. An employee donating time must leave seven (7) days in his/her account.
- D. An employee who agrees to donate days based upon this policy will not be prohibited from donating any days in excess of the actual days needed by the employee on approved leave.

- E. Unused days not used by the requesting employee shall revert to the donating employee or if the donating employee has terminated employment with the City, said days shall be forfeited by both the donating employee and donor employee.

Section 4: Transition

- A. All sick and vacation accruals shall cease the Saturday before the first full pay period after ratification. Employees, with time on the books, may elect to retain accrual balances as previously accrued or convert accrued vacation and sick time to PTO on an hour for hour basis..
- B. Application for vacation leave in the employee's account (bank) shall be made in advance of use. Vacation request of three (3) days/shifts or less must be requested and approved or denied within forty-eight (48) hours (i.e., two business days) of the initial request.
- C. Application for vacation request for four (4) days/shifts or more must be requested and approved or denied within seventy-two (72) hours (i.e., three business days) of the initial request.
- D. An employee who becomes hospitalized while on vacation from time in his/her account (bank) may use sick time in his/her account (bank) for such periods of illness providing a doctor's certificate is presented to the employee's Department Director or upon his return to work.
- E. Payment of vacation time in an employee's account (bank) in lieu of actually taking vacation will not be permitted except in these special cases:
 - 1. Employees entering military service; and
 - 2. Separation from City employment.

- F. Upon separation from City employment, a regular employee shall be entitled to compensation for any earned but unused vacation in his/her account (bank) on the effective date of termination.
- G. If the workload permits, employees may request application of unused vacation in his/her account (bank) for any nationally recognized religious holiday associated with the religious faith of the employee which occurs on a normal workday.
- H. In emergency cases, departmental management may waive these account (bank) requirements. Maintenance of superior service and adherence to schedules are commitments which may compel department management to restrict the scheduling of vacation during certain periods of the year. When a written request for vacation is denied, the employee will be notified in writing. Vacation leave may be granted to any employee with permanent status.
- I. An employee with sick and vacation accruals in his/her account (bank) may elect in year 1 of the contract to receive a buy back payment of up to a combined 80 hours from his/her sick and vacation accrual account (bank); in year 2 of the contract to receive a buyback payment of up to a combined 40 hours from his/her sick and vacation accrual account (bank); and in year 3 no buyback will be permitted.
- J. Sick and vacation buy back from an employee's account (bank) shall cease at the end of the contract term.
- K. An employee must make the election in October of the current fiscal year and payment will be made by December 31st of the election year. Payment will be at the employee's current rate of pay, as of the date paid and will not be affected by any subsequently adopted retroactive pay increases. Any unused sick and vacation accruals shall remain in the employee's account(bank). Employees must be on payroll at the time buy back is paid to all employees.

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

ARTICLE 23: LEAVE

Section 1: Jury Duty: Leave with pay shall be authorized for full-time bargaining unit employees who may be required to perform jury duty. Employees who perform jury duty and are released by the Court during the first half of their regularly scheduled work day are expected to report to work when excused or released by the Court.

If an employee is called for jury duty, the employee shall promptly notify the immediate supervisor within five (5) days of receipt of the notice of jury duty or within five (5) days of appearance pursuant to the notice of jury duty.

The employee must provide the Department Director or immediate supervisor with proof of jury duty before compensation is approved.

Section 2: Military Leave: In accordance with Florida Statute Section 115.07, all employees who are commissioned reserve officers or reserve enlisted personnel in the United States military or naval service or members of the National Guard are entitled to a leave of absence with pay on all days during which they are engaged in training ordered under the provisions of the United States military or naval training regulations for such personnel when assigned to active or inactive duty for up to 240 hours (30 days based on an 8-hour shift) in any one annual period. Leaves of absence for additional or longer periods of time for assignment to duty functions of a military character shall be without pay but without loss of seniority.

All employees who are also service members in the National Guard or a reserve component of the Armed Forces of the United States, shall be granted leave of absence to perform active military service with full pay for the first 30 days. Thereafter, such leave shall be without pay, but without loss of seniority.

The City shall comply with Florida Statute Chapter 115 and the Uniformed Services Employment and Reemployment Rights Act, as amended from time to time.

Copies of the applicable statutes are available in the office of the City Attorney or online.

Section 3: Leave of Absence Without Pay: Employees may request, in writing, a leave of absence without pay for up to ninety (90) days. Such requests must be approved by the Department Director, Human Resources and the City Manager.

A. The decision to grant leave without pay (Leave of Absence) is a matter of administrative discretion. The Department Director, Human Resources and the City Manager will weigh each request and determine each case on its own merits. The reason for approval or denial shall be given in writing.

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

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

D. An employee granted leave of absence shall, upon the termination and/or expiration of the leave, return to the job classification and rate of pay held at the time of going on leave. Failure to return to work on the scheduled date shall result in termination unless an extension of the leave is approved prior to the return date by the City Manager.

Section 4: Benefit Continuation: Group life and hospitalization insurance coverage may be continued for a maximum period of ninety (90) days while on authorized leave of absence, provided premium payments are kept current by the employee. In case of leave of absence for illness, the maximum period shall be twelve (12) months during which period group life, dental and hospitalization may be continued provided premium payments are kept current by the employee.

Section 5: PMSA Time Pool: (A) The City shall recognize a time pool to be used by the PMSA as essential to conduct PMSA business. This time may be used by the President and/or designee. The Executive Director will notify the City as to whom, what, why, when, and where this time will be used for the purpose of City bookkeeping. Whenever possible, the PMSA shall provide reasonable notice of time pool requests. The Department Director or designee may refuse a request for time in the event of a staffing shortage.

(B) The City shall credit the time pool with eight (8) hours donated annual leave time for each employee covered by the bargaining unit at the beginning of the fiscal year (October 1). PMSA shall notify the City before August 1st to confirm the donations by each employee for the next fiscal year.

(C) If the union does not choose to utilize the time pool in this Article, the compensation time in any given year shall be returned to the employee's annual leave bank.

(D) The union time pool is suspended, however, those hours in the pool are available for use by the union as outlined in this Article. No new hours shall be granted to the union without further negotiations with the City.

Section 6: Compassionate Leave:

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

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

The City Manager or designee may grant additional leave under this Section and such additional leave shall be debited against the employee's vacation leave.

Section 7: Good Cause Day:

Employee, including probationary employees, at the discretion of the Department Director, may be granted time off, not to exceed one (1) day per year as a Good Cause Day, and such day shall not be charged against sick or vacation time. The Department Director shall not unreasonably deny an employee's request to use the "Good Cause" Day for the employee's birthday. If an employee does not use the Good Cause Day during the calendar year, it will not be carried over to the next year. A Good Cause Day is an approved personal leave day and must be taken in four (4) hour segments.

Holidays and Good Cause Day will be paid according to shift deployment.

ARTICLE 24: ZERO TOLERANCE DRUG FREE WORKPLACE

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

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

Section 2: Starting at ratification, the City will assist and support employees who voluntarily seek help for drug or alcohol problems before becoming subject to discipline or termination under this or other City policies. Such employees will be allowed to use accrued leave or, if no accrued leave is available, be placed on a leave of absence to attend treatment; however, employees must disclose their drug problem before being selected for any testing, including random testing, in order to avoid consequences. (Employees may be required to document that they have successfully completed a treatment program and pass follow-up tests.

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

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

Section 5: Testing of Employees

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

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

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

D. Post-Accident/Incident Testing:

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

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

E. Follow-Up Testing:

Employees who, in the course of employment enter an employee assistance program for drug-related reasons, a drug rehabilitation program, or test positive for drugs or alcohol must submit to a drug test as a follow-up to such program, unless the employee voluntarily entered the program.

F. Follow-up testing will be conducted at least once a year for a 2-year period after completion of the program. Advance notice of a follow-up testing date must not be given to the employee to be tested.

G. Random Testing:

Testing employees for alcohol and controlled or illicit drugs shall be performed. A random selection of employees will be made by a contracted third-party performed by an approved random selection computer program. Employees selected for

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

Section 6: Employees who refuse to submit to a drug test or refuse to disclose the results to the City may be terminated from employment. Tampering of samples will be considered a positive test result, and those employees who tamper with their drug test sample will be immediately discharged. Injured employees who refuse to submit to a drug test or have a positive confirmation test, in addition to the above, forfeits eligibility for all workers' compensation medical and indemnity benefits.

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

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

Drug	Cut off Ng/ML
Alcohol	.04
Amphetamines	1000
Cannabinoids	50
Cocaine	300
Phencyclidine	25
Methaqualone	300
Opiates	2000
Barbiturates	300
Benzodiazophines	300
Methadone	300
Propoxyphene	300

The City reserves the right to test for any other drugs deemed to be illegal by any federal, state, or local law or regulation at levels provided for by applicable law. Employees have the right to consult the testing laboratory for technical information regarding prescription and non- prescription medication.

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

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

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

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

ARTICLE 25: BENEFITS

Section 1: a. The City agrees to provide health insurance plans at the same cost depending on the individual plan for all City employees. The allowable cost of such plans to the employee will be at no greater cost than \$35 per pay period. The City shall provide dental insurance at no cost to the employee. Employees have the option to purchase dependent health and dental insurance at the employee's expense.

b. The City and Association hereby agree that non-exempt employees in the unit will be provided term life insurance coverage in an amount equal to \$40,000. Exempt employees will be provided term life insurance coverage in the amount equal to \$100,000. Employees will also have the option to purchase at their expense an amount equal to the amount purchased by the City.

Section 2: The City shall prepare a current classification seniority list quarterly. This list shall be posted on bulletin boards at all work locations.

Section 3: On the first full day and the remainder of the week, full compensation coverage will be paid on any work connected injury or illness if the medical provider recommends absence. Therefore, if the employee remains absent, then 66 2/3% of the employee's salary will be paid by the insurance carrier. Employee may use sick/vacation to receive full compensation.

Section 4: All existing benefits covering bargaining unit employees as outlined in the City's rules and regulations and other written City Policy that is not now incorporated into this Agreement, will remain in full force and effect along with all provisions of this Agreement for the duration of this Agreement, i.e., all employee health insurance programs, retirement/pension plans, and deferred compensation plans.

Section 5: Pensions and Retirement Plans. According to Florida Statute Section 112.66 (11), the City's pension plan for employees covered by this agreement may include up to 300 hours per year of overtime compensation but may not include any payments for

accrued unused sick leave or annual leave when calculating retirement benefits. The exclusion of accrued unused sick leave or annual leave relates solely to leave amounts earned after August 20, 2014. The City shall measure the amount of unused sick leave or annual leave available for calculating retirement benefits by using no more than the amount of an employee's leave balance as of June 4, 2014, up to the maximum allowable accrued balances for each of the vacation and sick leave banks such that any hours earned in excess of that amount that are accrued and unused as of the retirement date or DROP date, whichever occurs earlier, shall be the only hours excluded. Effective June 1, 2015, all new employees were required to enter the Florida Retirement System and were no longer included in the Riviera Beach General Employees' Pension Plan.

ARTICLE 26: EVALUATIONS

- A. Evaluations shall be directed to identify strengths as well as weaknesses.

- B. Initially, probationary employees shall be evaluated 6 months after initial employment and all employees shall be evaluated annually within thirty (30) days of their work anniversary date. Promotional probationary employees shall be evaluated at the end of their ninety (90) days probationary period.

- C. Each contract year, employees will be evaluated using an evaluation tool consistent with the terms of the CBA. Employees shall be provided a copy of their job competencies.

An unsatisfactory rating may be appealed. The employee shall submit the appeal, including any steps the employee has taken to improve performance, by presenting the specific reasons for the appeal along with documentation to the Department Director within five (5) working days from the date the employee received the evaluator's denial of the employee's objection to the evaluation. The Department Director may take one of the following three (3) actions:

- 1. Advise the supervisor or to change the evaluation to a higher score.
- 2. Reject the employee's appeal.
- 3. Schedule a meeting with employee and the evaluator to present their respective arguments.

The following procedure will be adhered to for presentation of the parties' respective positions. The presentation will be limited at the one (1) hour of discussion. A decision will be rendered at the conclusion of the presentation. An Association representative may be present to assist in the presentation if requested by the employee.

If the employee disagrees with the Department Director's decision, the employee may submit the matter to the Human Resources Director for review within five (5) working days from the date the employee received the determination. The Human Resources Director shall review the situation and make a final determination.

ARTICLE 26: EVALUATIONS (continued)

The decision shall be final on the performance evaluation and shall not be grievable to arbitration.

D. The employee shall have the right to submit a written statement to be attached to the written evaluation.

F. The employee shall be provided a copy of the evaluation at the time it is signed by supervisor and employee acknowledging receipt.

ARTICLE 27: TRAINING AND EDUCATION

Section 1:

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

Section 2:

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

Section 3:

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

Section 4:

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

Section 5:

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

- A. The employee's Department Director, Human Resources Director and the City Manager, or designee, have approved the tuition reimbursement request.
- B. Adequate funds (i.e., not less than \$2,500 per person, per fiscal year) are available in the budget for such educational assistance reimbursement.
- C. The completion of such educational courses will generally improve the employee's skills, knowledge and/or ability to carry out the employee's job assignments, and/or will prepare the employee for promotions to higher level responsibilities with the City; and
- D. The employee presents the required evidence/proof of satisfactory completion of his or her educational or academic course(s) for the semester.

Section 6:

The advance tuition and tuition reimbursement will be based upon the rate that the Florida public universities and/or state colleges would charge a student with Florida resident status for a similar course. Tuition reimbursement shall not cover the cost of matters such as: elective fees, books, course materials, supplies, late fees, deposits, parking fees, or travel. The employee must remain at the City after he or she completes the educational or academic courses covered by the tuition reimbursement application and agreement for a period of two (2) years. If the employee voluntarily leaves the City, or be fired for cause, within the covered two-year period, he or she forfeits all rights to reimbursement under this policy and will be required to pay the City an amount equal to the amount of tuition reimbursed to the employee, as provided in the Waiver Clause of the Tuition Advance/Reimbursement Application. The City is authorized and shall deduct said amount

from any sums due to the employee upon termination of his/her employment. The deductions are not a grievable matter by the employee or Union.

Section 7:

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

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

Section 8:

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

- B. Upon completion of the educational or academic course work, the employee shall submit the following to Human Resources within 60 days of the completion of the course(s).
1. Proof of payment of tuition charges (i.e., student account statement of tuition charges, copy of a canceled check, credit card receipt, etc.).
 2. Proof of satisfactory course completion (i.e., the original transcript notification, a grade slip, or certificate of satisfactory completion).
- C. For each semester of educational or academic courses, an employee must submit a new application for tuition reimbursement and a signed tuition reimbursement agreement.
- D. Upon satisfactory completion of the educational or academic course(s) provided in the employee's Tuition Reimbursement/ Advancement Application, an employee may be reimbursed upon providing proof of satisfactory course completion. Such proof shall be provided within 45 days of the completion of the course(s). Satisfactory course completion must be documented by an official grade slip or transcript that shows either:
1. A final grade of: "C" or above for undergraduate work, or "B" or above for graduate work; or
 2. A "pass" grade (only for school/classes with a pass/fail system).
- E. Upon receipt of satisfactory completion of the educational or academic course to the Human Resources Department, the Human Resources Department will submit the documents to the Finance Department to process the reimbursement. The employee will be copied on that correspondence. Reimbursement should occur within 45 days of Human Resources submitting the request to the Finance Department.

Section 9:

The roles and responsibilities are outlined below:

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

ARTICLE 28: WAGES

Section 1:

On the first full pay period following April 1, 2023, all bargaining unit employees will be placed on the Salary Schedule (Appendix B), but in no event shall an employee receive an increase less than \$1,750.

Effective April 1, 2024, and upon completion of the employee evaluation, all bargaining unit employees will receive an increase in base wages equal to 2.75 percent of the Job Classification's minimum base pay on the wage scale relating to the employee's current position.

Effective April 1, 2025, and upon completion of the employee evaluation, all bargaining unit employees will receive an increase in base wages equal to 2.5 percent of the Job Classification's minimum base pay on the wage scale relating to the employee's current position.

Section 2:

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

Section 3: Working In Higher Job Classification

Any employee required to work outside their job classification in a higher pay rate for three (3) or more days in a work week or consecutive work days shall receive the higher rate of pay or 10% of the employee's existing salary in accordance with Article 15, Section 2.

ARTICLE 29: SAVINGS CLAUSE

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

ARTICLE 30: EFFECT OF AGREEMENT

Section 1: After a majority of those bargaining unit members voting on the question of ratification and thereafter, upon its ratification by an official resolution of the City Council ratifying the Agreement and authorizing the City Manager and City Clerk to sign the Agreement on behalf of the City, the Agreement, upon being signed by the appropriate Association Representatives and the City Manager and the City Clerk, recognizing that the status quo was **in** place from the prior Agreement from October 1, 2016 through the date of ratification of this Agreement, this Agreement shall Become effective August 15, 2018, and shall remain **in** full force and effect until August 14, 2021.

Section 2: The Agreements contained herein constitute the full and complete agreement between the Association and the City and shall not be changed, altered, modified, or amended by either party unless such changes are reduced to writing and ratified by both parties.

ARTICLE 31: DEFINITION OF TERMS

Association: Professional Managers and Supervisors Association, FPO, NUHHCE, AFSCME

City: The City of Riviera Beach, Florida

City Council: The City Council of the City of Riviera Beach

Director(s): Director(s) employed by the City or their designee(s)

Employee: All employees represented by the Association in the bargaining unit

Management: The City Manager or designee

APPENDIX A

DUES AUTHORIZATION FORM FOR PROFESSIONAL MANAGERS & SUPERVISORS ASSOCIATION PMSA BARGAINING UNIT MEMBERS

**2 HRS PAY PER MONTH/ADDITIONAL \$1.00 PER PAY PERIOD FOR COPE OPTION
PMSA, A DIVISION OF THE FPD/AHPE, NUHCE, AFSCME, AFL-CIO, DUES
AUTHORIZATON**

NAME	DEPARTMENT	POSITION	
HOME ADDRESS	CITY	STATE	ZIP
WORK LOCATION	HOME PHONE	SOCIAL SECURITY NUMBER (OPTIONAL)	

Full Time Employees: Please check your choice

- Option 1 – DUES
Option 2 – DUES/COPE

1310 CROSS CREEK CIRCLE, SUITE C-2, TALLAHASSEE, FLORIDA 32301 (850) 942-6636

The PMSA is hereby designated as my agent to represent me of Riviera Beach.

I also request and authorize the City of Riviera Beach to deduct from my earnings and transmit to the organization an amount sufficient to provide for regular payment of membership dues as certified from time to time by the organization.

I hereby waive any rights and claims for said monies so deducted and transmitted in accordance with this authorization and indemnity to the City of Riviera Beach and its agents.

Dues paid to PMSA may not be deducted for federal income tax purposes, however, under limited circumstances, dues may qualify as a business expense.

I hereby authorize the City of Riviera Beach to deduct from my earnings to the City earnings one dollar (\$1.00) per pay period for a PMSA committee on political action (COPE) contribution.

This authorization is signed voluntarily and with the understanding that PMSA (COPE) is engaged in joint fund-raising efforts with the AFL-CIO and will use such money contributed to make political contributions and expenditures in connection with federal, state and local elections.

I understand that such deductions is revocable upon thirty (30) days written notice to the employer and PMSA (COPE). The City of Riviera Beach shall be absolved of any liability resulting from the collection of such assessment.

Contribution for COPE to PMSA are not deductible as charitable contributions for federal income tax purposes (for Option 2 only).

Signature

Date

Signature

Date

IN WITNESS WHEREOF, we have hereunto affixed our signatures this ___ day of April, 2023.

FOR THE CITY OF RIVIERA BEACH:

FOR PROFESSIONAL MANAGERS AND SUPERVISORS ASSOCIATION:

BY: Jonathan Evans
JONATHAN EVANS, CITY MANAGER

BY: Lance Geren
LANCE GEREN, CHIEF NEGOTIATOR

UNION REPRESENTATIVE:
BY: [Signature]
WITNESS

ATTEST:
BY: Tawanna Smith
TAWANNA SMITH, CMC, FCRM
CITY CLERK

BY: Denise Metcalfe
CITY LABOR ATTORNEY

Denise Metcalfe 3/27/2023
City of Riviera Beach / Date

[Signature] 4/12/23
PMSA / Date