

AGREEMENT

BETWEEN

THE VILLAGE OF PALM SPRINGS

AND

**SERVICE EMPLOYEES INTERNATIONAL
UNION/FLORIDA PUBLIC SERVICES
UNION
SEIU/FPSU**

October 1, 2012- September 30, 2015

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Article 1

Agreement-Preamble

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

1.2 Scope and Purpose: This Agreement includes the entire agreement between the parties concerning wages, hours, and terms and conditions for employment for members of the Bargaining Unit, which unit was given Certification Number 1202, and which is more fully described in the Certification of Election Results and Certification of Exclusive Collective Bargaining Representative, filed by the Florida Public Employees Relations Commission on June 26, 1998.

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

Article 2
Status Quo & Employee Regulations

2.1 The existing terms and conditions of employment, including wages, hours and other benefits and responsibilities of the parties, as are currently set forth in Ordinance No. 2008-07, the Employment Regulations of the Village of Palm Springs, Florida (“Employment Regulations”) are hereby incorporated by reference and shall remain in effect to the extent the Employee Regulations do not conflict with any other provisions of the Collective Bargaining Agreement. The terms of the Collective Bargaining Agreement shall control over any conflict with the above referenced Employment Regulations. This Agreement also incorporates all other existing benefits, including, but not limited to, health insurance, cafeteria plan, and life insurance, which are not specifically stated herein.

Article 3

Management Rights

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

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

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

- K. Merge, consolidate, expand, curtail, transfer, or discontinue operations, temporarily or permanently, in whole or part, whenever, in the sole discretion of the Village, good business judgment makes such curtailment or discontinuance advisable;
- L. Determine the number, location, and operation of all departments and division thereof;
- M. Contract and/or subcontract any existing or future work for legitimate business reasons;
- N. Require any and/or all bargaining unit employees to submit to an examination by a medical doctor (including a psychiatrist) based upon the reasonable belief that the employee is unable to perform any or all of his assigned job duties.

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

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

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

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

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

Article 4
Employee Committee

4.1 The Village Manager and Union shall establish a committee composed of employees from each of the Village's operating departments to review.

Items of general interest submitted by any employee to the Village Manager, in writing, at least three (3) days prior to the scheduled meeting, for consideration by the committee.

4.2 The Employee Committee shall also serve as a Labor Management Committee where issues may be discussed and corrected prior to filing of a grievance. The Committee shall meet quarterly.

Article 5
Bargaining Unit Identification

5.1 The Village will provide annually to SEIU/FPSU, a roster of the bargaining unit, including:

Name, address, phone number, job classification and current pay step.

Article 6
Management
Grievance-Arbitration Procedure

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

The grievance procedure is as follows:

- A.) Step 1 – A management representative may present a written or oral grievance to the Union representative within ten (10) working days of the occurrence giving rise to the grievance. The department director shall be notified immediately by the Union, and together they shall attempt to resolve the grievance within five (5) working days after the grievance is presented to the department director.
- B.) Step 2 – If the grievance has not been satisfactorily resolved at Step 1, the management representative may submit the grievance, in writing, to the Union agent within ten (10) working days from the date upon which the Union's Step 1 response is due. The written grievance shall explain the basis of the grievance and a proposed remedy. The Union agent shall attempt to resolve the grievance and shall render a decision in writing within five (5) working days after it has been presented.
- C.) Step 3 – If the grievance is not resolved in Step 2, Management may request a final and binding disposition by filing a written request for arbitration with the Federal Mediation & Conciliation Service (FMCS) within sixty (60) calendar days of the completion of Step 3. The Village Manager shall have the exclusive right to proceed to arbitration on behalf of the Village.

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

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

6.4 By mutual consent the parties may submit any grievance to an agreed upon mediator (FMCS) at the earliest convenient date. The parties agree to share the cost (excluding attorney's fees) of mediation equally. Any grievance unresolved following mediation may proceed to arbitration.

Article 7
COPE Check-off

7.1 Employees may voluntarily select to donate a pre-determined, standard monthly fee of \$1.00 per week to the Local COPE fund. The employer agrees to deduct this amount from the employee's regular pay and forward it under separate cover, to the Local Union along with regular dues deductions.

Article 8

Dues Check-Off

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

8.2 An employee may revoke his/her dues deduction by submitting such request in writing to the Village. The Village shall forward a copy of such written notice to the Union.

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

Article 9
Appendices and Amendments

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

Article 10
Notice

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

Village: 226 Cypress Lane, Palm Springs, FL 33461

Union: SEIU/FPSU, 2112 S. Congress Avenue, Suite 205,
Palm Springs, FL 33406.

Article 11
Severability

11.1 If any provision of this Agreement is declared illegal, void or unenforceable, the other provisions shall remain in full force and effect.

Article 12

Rights of Employees

12.1 The employees in the Bargaining Unit shall have the right to join or assist the Union or to refrain from any such activity, as provided by law.

12.2 The Village agrees to the preservation of employee rights as described in this Article.

12.3 All provisions of this Agreement shall be applied fairly and equitably to all employees in the Bargaining Unit

12.4 Employees may request a Union representative to be present when they believe a meeting with a supervisor may lead to discussions which could form the basis of disciplinary action.

Article 13

Non-Discrimination

13.1 The parties agree that they will not discriminate against any employee because of race, color, sex, national origin, religion, marital status, disability, age, or any other factor violative of applicable statute or federal law. Nothing herein shall restrict the Village from taking any action to promote or implement equal employment opportunity and affirmative action in accordance with applicable law.

13.2 The SEIU/FPSU and/or its individual Members will not discriminate against or harass any employee who does not choose to become a member of the SEIU/FPSU.

13.3 There shall be no discrimination, interference, restraint, or coercion by the Village against any employee for his activity on behalf of, or membership in, the SEIU/FPSU.

Article 14

SEIU/FPSU Business and Representation

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

14.2 The Village shall recognize the following SEIU/FPSU Stewards and alternate SEIU/FPSU Stewards to represent bargaining unit employees as described in paragraph 13.3 below:

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

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

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

14.4 Under no circumstances shall any SEIU/FPSU Steward leave his assigned duties to process a formal grievance under the grievance procedure herein without first obtaining authorization from his/her

supervisor or his/her designee. Such authorization shall not be unreasonably withheld.

14.5 The function of the Alternate Stewards is to substitute for the Steward in the exercise of the duties set forth in 14.3 above if the Steward is absent or otherwise unavailable due to leave, training, work assignment, or other operational needs. Where the Alternate Steward substitutes for the Steward, he/she shall have the same rights and responsibilities and shall be subject to the same restrictions as the Steward.

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

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

Article 15

Bulletin Boards

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

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

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

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

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

Article 16

Progressive Discipline

16.1 Without the written consent of the employee and the Union, disciplinary action may not be taken against an employee except for just cause, and this must be substantiated by clear and convincing evidence, which supports the recommended disciplinary action.

16.2 All disciplinary action shall be governed by applicable statutes and Employee Regulations, and provisions of this Agreement. Further, an employee shall be provided with a written copy of the charge of wrongdoing, setting forth the specific charges against that employee as soon as possible after the investigation has begun, but in no case longer than 90 calendar days after the alleged wrongdoing.

16.3 Any information, which may be relied upon to take action against an employee, shall be shared promptly with the employee and his/her Union representative. Copies of any written information/correspondence that is relative to the action of the employee or the investigating administrator(s) shall be provided promptly to the employee and his/her Union representative.

16.4 An employee against whom action is to be taken under this Article, and his/her Union representative, shall have the right to review and refute any and all of the information relied upon to support any disciplinary action prior to taking such action. To this end, the employee and Union representative shall be afforded a reasonable amount of time to prepare and present responses/refutations concerning the pending disciplinary action and concerning the appropriateness of the proposed disciplinary action. The amount of time shall be mutually agreed upon by the parties.

16.5 Only previous disciplinary action, which are part of the employees personnel file or which are a matter of record in section 16.7, may be cited if these previous actions are reasonable related to the existing charge.

16.6 Where just cause warrants such a disciplinary action(s), and in keeping with provisions of this Article, an employee may be reprimanded

verbally, in writing, suspended without pay or terminated upon recommendation of the immediate supervisor for just cause.

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

- a.) A Verbal Warning Without Written Notice: This meeting shall serve as a Council session where the Village has the opportunity to discuss a way in which the employees' performance may improve.
- b.) Verbal Reprimand With Written Notice: Such written notice shall be placed in the employee's personnel file and shall not be used to further detriment the employee, unless there is another reasonably related act by that same employee with a period of 24 months.
- c.) Written Reprimand: A written reprimand may be issued to an employee when appropriate in keeping with provisions of the Article. Such written reprimand shall be dated and signed by the author of the reprimand and shall be filed in the affected employee's personnel file upon a receipt of a copy to the employee by certified mail.
- d.) Suspension Without Pay: A suspension without pay by the Village may be issued to an employee, when appropriate, in keeping with provisions of this Article, including just cause and applicable law. The length of the suspension also shall be determined by just cause and progressive discipline as set forth in this Article. The notice and specifics of the suspension without pay shall be placed in writing, dated, and signed by the Department Director and a copy shall be provided to the employee by certified mail. The specific days of suspension shall be clearly set forth in the written suspension notice which shall be filed in the affected employee's personnel file.
- e.) An employee may be dismissed when appropriate in keeping with the provisions of this Article.

16.8 An employee against whom disciplinary action is taken may appeal through the negotiated grievance procedure as outlined in this Agreement or through the grievance procedure included in the Village Employment Regulations, but not both.

Article 17
Work Period and Overtime

17.1 The normal work period for SEIU/FPSU personnel covered by this Agreement shall be forty (40) hours worked in a seven (7) day work period. All hours worked in excess of forty (40) shall be paid at the rate of time and one half (1.5) of the employees' regular straight time rate in accordance with the Fair Labor Standards Act. At the employees' request, the compensation may be credited as compensatory time at the rate of time and one half (1.5), but cannot exceed one hundred twenty (120) hours of accumulation.

17.2 Nothing herein shall restrict the Village Manager or his designee from altering the starting and quitting time and/or the numbers of hours worked on a given work day for any employee covered hereunder; provided, however, that overtime or compensatory compensation (time and one half) is paid as prescribed in 17.1 above. These changes shall not be arbitrary or capricious.

17.3 Overtime work will be equally distributed among eligible/qualified employees. An eligibility list will be established by seniority and rotation used for overtime assignments.

17.4 Employees shall be required to work overtime as directed unless excused by a supervisor. In the event any employee is required to work overtime, he/she shall not be requested to use annual leave nor be placed in a "leave without pay" status during the basic work week in order to compensate or offset the overtime hours worked or to be worked.

Article 18

Compensatory Time

18.1 The Fair Labor Standards Act (FLSA) provides that any employee of a public agency who has accrued compensatory time and requested use of this time, shall be permitted to use such time within a “reasonable period” after making the request, if such use does not “unduly disrupt” the operations of the agency. The use of compensatory time must be pursuant to some form of agreement or understanding between the employer and the employee in conjunction with appropriate record keeping documentation. In compliance with the FSLA, the Village will apply the following schedule for members of the Bargaining Unit:

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

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

Article 19
Personal Leave Time

19.1 All Bargaining Unit Members shall be eligible for inclusion in the Personal Leave Program.

19.2 Reference: Employment Regulations (Section 24-246.5, 247, 248, 249, 250, 251)

Article 20
Bereavement Leave

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

20.2 Reference: Employment Regulations (Section 24-252, 253, 254, 254.5)

Article 21

Leave of Absence

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

- A. Personal Leave, to which Bargaining Unit Employees may become entitled under the Village Employment Regulations Sec. 24-246.10, as amended August 28, 2008.
- B. Leaves with pay for:
 - 1. To take promotional exam
 - 2. Jury Duty
 - 3. Military Duty
 - 4. Witness Duty
- C. Authorized leave with pay
- D. Bereavement Leave
- E. Voting Time – Time off will be granted only in those circumstances where a member on the day shift has to work beyond the end of the shift.

21.2 In the event the Department Director shall direct an SEIU/FPSU Unit Member to attend a conference, seminar, briefing session or other activity as an employee, in addition to regular pay, the Village shall pay per diem and travel expenses of the employee as provided in Employment Regulation, Sections 24-276, 277, 278, 279, 280, 281, 282, 283. As amended August 28, 2008.

Any employee with regular status, with the approval of his/her Department Head and the Human Resource Coordinator, or any employee with the approval of the Village Manager, may receive leave and/or financial aid to cover a portion of certain expenses or training provided that:

- A. Adequate funds for such training are available in the budget of the Department to which the employee is assigned or available for training funds allocated for such purposes.
- B. Completion of such training will improve the employees' job knowledge and increase his efficiency.
- C. In the event the final examination is failed or the training is not completed, the employee will reimburse the Village for one-

half (1/2) the cost of all Village expenses involved in such training.

- D. If the employee leaves the employ of the Village within three (3) months after completion of such training, the employee will reimburse the Village for all Village funds invested in such training. If the employee leaves the employ of the Village within six (6) months after completion of such training, the employee will reimburse the Village for one-half (1/2) of the Village funds invested in such training.

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

21.4 Reference: Employment Regulations (Section 24-265).

Article 22

Jury Duty

22.1 An employee who is legally summoned to serve on a jury or as a subpoenaed witness shall be permitted absence with pay for the time required from such duty. Such paid time will be recorded as time worked in the computation of any overtime for the pay period that the leave falls in if the employee would have worked in excess of 40 hours in the pay period.

22.2 If an employee is called for jury duty he/she shall promptly notify his/her immediate supervisor within five (5) days of receipt of the summons.

22.3 In the event a holiday shall occur during the period of the employee jury duty, he/she shall receive pay for such holiday at straight time.

22.4 The employee must provide the Department Director with proof of jury duty service, before compensation is approved.

22.5 Reference: Employment Regulations (Section 24-255, 256, 257, 258, 259, 260).

Article 23
Maintenance of Conditions

23.1 All job benefits in effect at the time of the execution of this Agreement heretofore authorized by the Village Manager, or benefits provided by Ordinance or Code of the Village Commission, not specifically provided for or abridge by the Agreement, shall remain in full force and in effect for the duration of the Agreement.

23.2 The Village and the SEIU/FPSU will meet at the request of either party to negotiate any proposed changes in those rights and benefits not specifically covered by this Agreement; provided, however, no changes shall be made except when a waiver exists or where the change is negotiated in accordance with Chapter 447, Florida Statutes.

Article 24

Seniority

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

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

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

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

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

24.5 The placement of employees with the department work force shall be the responsibility of the Director. When placement is made, the consideration of seniority, merit, qualification, special skills and the like will be used as far is feasible.

Article 25

Job Bidding & Posting

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

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

25.2 Whenever a vacancy in the Bargaining Unit is to be filled, job announcements for that vacancy will first be advertised internally for seven (7) working days before advertising to the general public. Applicants from within the Village employee work force desiring to fill such a vacancy shall apply in writing by filling out the appropriate application.

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

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

25.5 Employees who are promoted into positions requiring special certifications/licenses, and who are allowed by the Village to study and receive certificates after being promoted, shall have a 12 month period, beginning with the date of the promotion, to gain the certification. In this connection, should the employee fail to qualify to receive the above certification, the employee may apply for other Village positions, if available.

25.6 Employees, who earn pre-approved job related licenses or certifications which will enhance their service to the Village, shall receive a

one (1) step pay increase in accordance with Article 33, for each professional certificate/license earned, not to exceed the salary range for that classification.

Article 26

Holidays

26.1 The Village shall observe the following holidays:

- New Years' Day
- Martin Luther King, Jr. Day
- Presidents' Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve Day
- Christmas Day
- New Years' Eve Day

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

26.3 A full-time employee required to work and who actually works on a Village observed holiday, shall receive their regular rate of pay for all hours worked at time and one-half in addition to that payment in Section 26.2.

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

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

Article 27

Safety and Health

27.1 The Village shall comply with all State and Federal regulations pertaining to the occupational safety of the members of this Bargaining Unit. The Village shall also create and maintain a safe and healthy working environment for Bargaining Unit employees.

27.2 Employees in classifications/positions where it is warranted will receive safety shoes/boots of their choice. The Village/Safety Committee will be responsible for deciding which positions require the wearing of safety shoes/boots using recommended standards. Management shall determine the type and quality of such shoes/boots. The employees designated to receive shoes/boots will be allowed to choose directly from a vendor of his/her choice, and shall be reimbursed one hundred percent (100%) of the price of safety shoes/boots up to \$125 per year.

27.3 Safety glasses will be provided to those employees where job may be hazardous to eyes and protection warranted.

27.4 The Village shall make available immunization shots for tetanus, hepatitis, and diphtheria for all members of the Bargaining Unit as requested on a voluntary basis.

Article 28

General Provision

28.1 The Union agrees to furnish the Village with copies of this Agreement at no charge in booklet form in sufficient numbers to accommodate each member of the Bargaining Unit.

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

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

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

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

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

Disciplinary actions older than a twenty-four (24) months time frame shall not be referred to or considered in any current disciplinary action.

Article 29
Savings Clause

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

Article 30
Pension

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

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

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

Article 31
Probationary Period

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

31.2 All promoted employees shall be subject to a probationary period of 90 calendar days.

31.3 Reimbursement for expenses, i.e., CDL licenses, work shoes, educational classes will be after successful completion of probationary period.

Article 32

Worker's Compensation

32.1 The Village agrees that all SEIU/FPSU Bargaining Unit Members suffering on-the-job injuries shall be subject and entitled to all provisions of Chapter 440, Florida Statutes, The Worker's Compensation Act.

32.2 The Village agrees that SEIU/FPSU Bargaining Unit Members injured on-the-job shall be paid a full days' wages based on the unit members' normally assigned shift for the day of the accident if the treating physician advises that the member is incapable of returning to work that day.

32.3 The Village and the SEIU/FPSU agree that members' work schedule may be changed to avoid the payment of overtime, with the required one (1) week notice, to accommodate a member who is receiving therapy after returning to work for a previous injury received while on duty.

Article 33

Working Out of Classification

33.1 The term “Working Out of Classification” shall be defined as follows:

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

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

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

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

33.5 All “Working Out of Classification” assignments shall be offered on the basis of qualifications for such assignment in the judgment of the Department Director or his designee.

Article 34
Standby – Recall

34.1 The current standby – recall policy in effect will remain the same.

Article 35
Higher Education and Training

35.1 Any employee with regular status, with the approval of his/her Department Head and the Human Resource Coordinator, or any employee with the approval of the Village Manager, may receive leave and/or financial aid to cover a portion of certain expenses or training provided that:

- A. Adequate funds for such training are available in the budget of the Department to which the employee is assigned or available for training funds allocated for such purposes.
- B. Completion of such training will improve the employees' job knowledge and increase his efficiency.
- C. In the event the final examination is failed or the training is not completed, the employee will reimburse the Village for one-half (1/2) the cost of all Village expenses involved in such training.
- D. If the employee leaves the employ of the Village within three (3) months after completion of such training, the employee will reimburse the Village for all Village funds invested in such training. If the employee leaves the employ of the Village within six (6) months after completion of such training, the employee will reimburse the Village for one-half (1/2) of the Village funds invested in such training.

Article 36
Voluntary Resignation

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

Article 37
Health and Insurance Benefits

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

Article 38
Drug Free Workplace

38.1 The Village of Palm Springs is committed to providing a safe work environment for its employees. Substance abuse is a national problem, which impairs the health and safety of employees, promotes crime and harms our community. The Village is addressing this problem by instituting a DRUG FREE WORK PLACE PROGRAM, in accordance with the FLORIDA DRUG FREE WORKPLACE PROGRAM as provided in Section 440.102, Florida Statutes and Rule 38F-9004, Florida Administrative Code.

38.2 The Drug Free Work Place Program shall be provided to SEIU/FPSU Bargaining Unit Employees in the same manner and under the same policies and procedures as are applicable to all other Village employees.

38.3 Reference: Employment Regulations (Section 24-20 thru 31).

Article 39

Uniforms

39.1 Employees who are required to wear uniforms shall receive the following uniform items on an annual basis; the number of uniform pieces each year to accomplish the task assigned. The cost of the uniforms shall be borne by the Village.

39.2 In addition to the number of uniform pieces outlined above, employees shall receive five (5) t-shirts annually and one (1) windbreaker during the term of this Agreement.

39.3 Uniforms must be maintained in condition provided to give professional appearance. Alterations must have prior approval of Department Directors or his/her designee.

39.4 The Village reserves the right to choose style and logo identification on uniforms.

Article 40
Compensation Plan

- 40.1** Fiscal Year 2012/2013_the step plan will remain in effect.
- 40.2** Bargaining Unit members will receive a 2% cost of living increase, payable the first pay period of fiscal year 2012/2013.
- 40.3** During each year of the agreement, all members shall progress within the step pay plan in accordance with “Appendix A” attached.
- 40.4** Promotional increases will become effective the first full pay period following promotional date.
- 40.5** All Bargaining Unit Members will be entitled to any enhancements of pay or benefits afforded any other Village represented employee group for the duration of this agreement.

Article 41

Grievance-Arbitration Procedure

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

The grievance procedure is as follows:

- D.) Step 1 – An employee or Union representative may present a written or oral grievance to the Union representative within ten (10) working days of the occurrence giving rise to the grievance. The employees' department director shall be notified immediately by the Union, and together they shall attempt to resolve the grievance within five (5) working days after the grievance is presented to the department director.
- E.) Step 2 – If the grievance has not been satisfactorily resolved at Step 1, the Union representative may submit the grievance, in writing, to the Village Manager within ten (10) working days from the date upon which the Union's Step 1 response is due. The written grievance shall explain the basis of the grievance and a proposed remedy. The Village Manager shall attempt to resolve the grievance and shall render a decision in writing within five (5) working days after it has been presented.
- F.) Step 3 – If the grievance is not resolved in Step 2, Union may request a final and binding disposition by filing a written request for arbitration with the Federal Mediation and Conciliation Service (FMCS) within sixty (60) calendar days of the completion of Step 2. The Union shall have the exclusive right to proceed to arbitration on behalf of the Village.

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

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

Article 42

Work Stoppages

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

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

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

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

Article 43
Shift Differential Pay

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

Second shift (3 p.m. – 11 p.m.)	.50¢/hour
(4 p.m. – 12 p.m.)	
Third shift (11 p.m. – 7 a.m.)	.70¢/hour
(12 :01 a.m. – 8 a.m.)	
Permanent Shift Relief	.50¢/hour

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

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

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

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

43.6 Employees permanently assigned to the shift relief shall be paid their shift differential no matter what hours are worked.

Article 44

Local Emergency Pay Conditions

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

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

A. Hourly (non-exempt) employees

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

44.3 Employees who are directed to report for work during the designated emergency and fail to do so are subject to discipline up to and including dismissal.

44.4 Employees must understand that some employees could be assigned to other departments/tasks/responsibilities not normally associated with their permanent position. This is necessary for the general welfare and operation of the Village during a designated emergency.

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

Article 45
Union Leave

45.1 Bargaining unit employees, when requested by the Union, may be granted Union Leave for the purpose of working for the Union away from the Village. Up to two (2) members may be granted Union Leave of up to eighty (80) hours. The Union will reimburse the Village so there is no loss of wages, benefits, or other associated costs.

45.2 The Union will hold harmless the Village while the employee is working for the Union.

45.3 Under no circumstances will the employee on Union Leave take any action deemed inappropriate towards the Village.

Article 46
Duration of Agreement

46.1 This Agreement shall become effective on October 1, 2012 and shall continue in full force and be effective until midnight on September 30, 2015. Each party shall have the right to reopen two (2) Articles for the contract years 2013 & 2014, and those that deal with compensation. Both parties must notify each other of their intentions to start negotiations between April 30th and May 30th of the fiscal year in question.

46.2 The parties agree that the adoption of this agreement resolves all open issues for the period of this agreement.

FOR THE SEIU/FPSU

FOR THE VILLAGE

Chief Negotiator and Agent
SEIU/FPSU

Bev Smith
Mayor

Negotiator

Virginia M. Walton
Village Clerk

Negotiator

Negotiator

Village of Palm Springs Pay Plan

Section 1 Resolution

A resolution establishing the classification and pay plan for the Village of Palm Springs.

Section 2 Schedule of Pay Grades and Pay Steps

The schedule of pay grades indicates all pay ranges utilized in assigning rates of pay to the various classes and the salary step within each range.

Section 3 Salary Schedule Assigning Pay Grades to Classes of Positions

The salary schedule lists all classes of positions which are utilized by the Village of Palm Springs. The code number assigned to each class and the pay range, indicating the minimum and the maximum salary, to which each class is assigned.

Section 4 Rules for Implementation and Administration of Classification and Pay Plan

- 4.1 The pay plan recommended by the Village Manager shall become effective as of the date approved by the Village Council
- 4.2 Administration of the Pay Plan – The Village Manager shall be responsible for administering the pay plan on a fair equitable basis. The plan will be subject to collective bargaining agreements and budgetary consideration.
- 4.3 Amendment to the Pay Plan – Amendments to the pay plan as approved in this section shall become effective at the beginning of the first full pay period following recommendation by the Village Manager and adoption by the Village Council unless otherwise specified.
- 4.4 Salary Adjustment – When amendment of the pay plan causes the pay grade for a class to be adjusted to a higher or lower pay grade, employees in the class may be placed at that step in the new pay grade which is equivalent to the salary received in the previous pay grade. Employees whose salary is less than the minimum step of the new pay grade shall be raised to the minimum step. Employees whose salary exceeds the maximum of the new pay grade shall not

have their salary reduced and shall not be eligible for pay increases during the period of incumbency, except for cost of living pay adjustments granted by the Village Council.

- 4.5 Reclassification – When a position is moved from an existing classification to a classification in a lower pay range, the salary of the incumbent shall be adjusted under section 4.3 of the Pay Plan Rules. When a position is moved from an existing classification to a classification in a higher pay range, the salary of the incumbent shall be adjusted under section 4.6 of the Pay Plan Rules.
- 4.6 Original Appointments – a.) Original appointments to the Village service shall normally be made at the minimum step of the pay range designated for the classification. When an applicant possesses exceptional qualifications warranting employment above the established minimum, the Department Director may authorize step 2 of appropriate pay range. b.) Steps higher than step 2 must be approved by the Village Manager.
- 4.7 Promotional Appointments – a.) Promotional appointments shall be made at not less than four (4) percent above the amount received by the employee at the time of promotion provided that the salary granted shall not be below the minimum or above the maximum of the range to which the classification is assigned. b.) Recommendations for promotional appointments will be made by Department Directors. All promotional appointments shall be approved by the Village Manager.
- 4.8 Transfer – Transfers of employees which do not constitute a change of classification held by an employee or transfers to a classification with the same pay range as that previously held, shall be considered continuous employment and shall not affect the employee's status relative to the pay plan. Transfer of employees to a classification other than that currently held, and which has a pay range other than that currently held, shall be considered promotion or demotion and the previous governing promotions or demotions shall apply.
- 4.9 Demotion – a.) Employees demoted to a classification in a pay range below that previously held, shall be paid at a rate within the pay range established for the lower classification, at the step nearest to the salary amount received in the previously held position. b.) Any employee who voluntarily requests a demotion to a classification in a pay range below that previously held shall be paid at a rate within the pay range established for the lower

classification based upon job qualifications, i.e., education, training and experience.

- 4.10 Administrative Salary Increase - Outstanding Performance: The Village Manager may, upon recommendation of a Department Director, grant an administrative pay increase of one (1) step to an employee for performance considered by the Department Director and Village Manager to be outstanding. Such increases may be granted only in limited numbers based upon exceptional circumstances and shall not exceed one such increase per employee per year. Such increase shall not cause an employee to exceed the maximum of his/her range.

Section 5 Pay Plan Implementation

- a.) The pay (step) plan will contain thirteen (13) steps in the range.
- b.) The pay (step) plan will commence with the first full pay period in the fiscal year.
- c.) Employee increases occur annually upon anniversary (hire) date.
- d.) Employees to be eligible for a step increase must have a satisfactory job performance based on an employee evaluation by Department Director or designee.
- e.) Employees promoted will have a new anniversary date that coincides with promotion date.
- f.) Employees currently working will be placed in the range that corresponds with the closest step. Under no circumstances will a reduction in pay occur as a result of integration into the plan.
- g.) Employees who exceed the thirteen (13) steps will be placed in step thirteen (13) until such time a salary increase results in a pay increase.