

AGREEMENT BETWEEN

THE CITY OF RIVIERA BEACH, FLORIDA

AND

FLORIDA PUBLIC SERVICES UNION-SERVICE  
EMPLOYEES INTERNATIONAL UNION

April 1, 2021 through March 31,  
2024

---

**ARTICLE 1 PREAMBLE**

This Agreement is entered into by the City of Riviera Beach, Florida, hereinafter referred to as the "City" and the Service Employees International Union, hereinafter referred to as the "Union."1

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, and the 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 City's success in establishing and maintaining, effective, proper, and superior service to the community.

**ARTICLE 2: RECOGNITION**

The City hereby recognizes Florida Public Service Union, affiliated with the Service Employees International Union, as the exclusive bargaining agent for the general employees in Riviera Beach in the departments and classifications

listed in the Florida Public Employees Relations Commission Certification of Representatives issued in Case No.: H-RC-743-005 dated April 24, 1975, and as amended in Case No.: MS-84-026, dated August 29, 1984, for the purpose of collective bargaining in good faith on wages, fringe benefits, and other conditions of employment affecting SEIU bargaining unit members, and to execute a written agreement with respect to agreements concerning the terms and conditions of employment.

### **ARTICLE 3: MANAGEMENT RIGHTS**

**Section 1.** The Union 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 rights, in accordance with applicable laws, regulations, and provisions of the Civil Service System, but are not limited to the following:

- 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.
- j. To determine internal security practices.
- k. To determine those matters covered by the Civil Service System.
- 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.

**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.

**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.

**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.

**ARTICLE 4: PROHIBITION OF STRIKES**

**Section 1.** The Service Employees International Union, or their member agents or designees, agree during the life of this Agreement that they shall have no right to engage in any work stoppage, slow down, or strike, or similar activities, which interfere with the operation and mission of the City Administration, the consideration for such provisions being the right to a resolution of disputed questions. The Employer shall have the right to a resolution of disputed questions. The Employer shall have the right to discharge or otherwise discipline any or all employees who violate the provisions of the section. Such disciplinary action by the City shall not be subject to any grievance or appeal procedure as provided for in this Agreement, except to the extent that there is a question of fact as to the employee engaging in the prohibited activity.

**Section 2.** In the event of a strike, work stoppage, or interference as defined in the Public Employees Relations Act, Section 447.203 (6), with the operation and accomplishment of the mission of the City Administration, the President of the Union shall properly and publicly disavow such strike or work stoppage and order the employees to return to work and attempt to bring about prompt resumption of normal operations. An authorized Union

Representative shall notify the City within twenty-four (24) hours after the commencement of such strike, what measures it has taken to comply with the provisions of this Article.

**Section 3.** The provisions of this article supersede any reference to the right to strike found in the International Constitution and bylaws of the Service Employees International Union.

#### **ARTICLE 5: NON-DISCRIMINATION**

The Employer and Union agree that the basic intent of this Agreement is to provide a fair day's work in return for a fair day's pay and to provide conditions of employment suitable to maintain a competent workforce. The Employer and the Union agree that all provisions of this agreement shall be applied to all employees covered by it and the Employer and the Union affirm their joint opposition to any discriminatory practices in connection with employment, promotion, or training, remembering that the public interest requires the full utilization of employees' skill and ability without regard to race, color, creed, national origin, sex, age, handicapped or veteran status.

**ARTICLE 6: UNION STEWARDS**

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

**Section 2.** The City agrees to recognize the officers, chief steward, and stewards designated by the Union as agents of the Union. The Union shall furnish written notice to the City Manager's office of such Union office or stewardship prior to it becoming effective. The City recognizes the right of the Union to designate one (1) Chief Steward and five (5) Assistant Stewards from among the regular full-time unit employees. The Union will give priority to designating a steward from each department within the bargaining unit, to the extent feasible.

**Section 3** Officials for the Union, as designated hereinabove, may, with proper authorization, which will not be unduly withheld, be admitted on City property. Officials as designated above shall be able to talk with employees before or after regular working hours or during lunch of said employees on the City's property in areas mutually agreed on by the Union and the Employer.

**Section 4.** Stewards shall be allowed reasonable time-off without loss of pay during their regular shift hours to investigate grievances; however, each will first obtain oral



permission from his immediate supervisor or in his absence, the next level of supervision. Permission will not be unduly withheld by the supervisor.

**Section 5.** The Union, its members, agents, representatives, or any person acting on its behalf are hereby prohibited from (1) distributing literature in work areas where public employees work, (2) soliciting or advocating support of an employee organization's activities during working time. Any employee shown to have violated any provision of this section shall be discharged by the City not withstanding further provisions of the laws and not withstanding provisions of any collective bargaining agreement.

**Section 6. UNION TIME POOL**

Effective upon ratification by the parties, a member of the bargaining unit shall voluntarily transfer one hour for annual leave time per fiscal year into a Union Time Pool so that City Union representatives may remain in a paid status while on approved union leave. One (1) hour will be deducted from the said volunteer member's accrued annual or PTO (PAID TIME OFF) leave in the second pay period of October based upon written authorization by the employee. All authorization forms must be submitted collectively by the Union to the City in the first week of October. Leave shall be granted in order to attend union conferences, training sessions, or other related union business. The department director may approve leave time in

advance. Pool time shall not be unduly withheld. All requests for the use of the Union time pool shall be submitted through and include authorization from the Union president if the absence is to be covered by payments from the Union time pool.

Charges against the Union Time Pool shall be documented by the use of a Union 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 Union President. A record of all time donated and drawn against the Union Time Pool shall be kept by the department director or designee and Union President and a detailed summary will be submitted on October 1 and April 1 or each fiscal year to the Human Resources Department.

**Section 7.** Consistent with the accomplishment of the City's Mission, an officer or member of the SEIU may be granted extended periods of leave to engage in legitimate activities of SEIU. Such leave shall be arranged through and approved by the Union President and department director. The City agrees to pay an employee from the number of hours in the time pool at the employee's current daily rate for all time lost upon receipt of Union time pool authorization form.

**ARTICLE 7: DUES AND/OR COPE AND DISCONTINUATION OR DEDUCTION**

**Section 1.** Employees covered by this Agreement may authorize payroll deductions for the purpose of paying Union 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 union dues and COPE.

**Section 2.** The Union 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 Union 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.

**Section 3.** Dues will be deducted biweekly (each applicable pay period) and the funds deducted shall be remitted monthly to the treasurer of local SEIU within fifteen (15) days. The Union 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 Union dues. The Union agrees that in case of overpayment, proper adjustment, if any, will be made to the affected employee by the Union.

**Section 4.** The following form shall be used for the Union Dues Authorization for deduction and authorization of COPE deductions.

**SEIU-FPSU MEMBERSHIP APPLICATION**

I want to join with my colleagues and become a member of FPSU. I request and voluntarily accept membership in SEIU-FPSU. I believe everyone should pay their fair share to support our union's activities and hereby request and voluntarily authorize my employer to deduct from my earnings and transmit to SEIU-FPSU membership dues in the amount approved by SEIU-FPSU which may be modified from time to time. I understand that I may revoke this authorization through written notification to FPSU. Contributions or gifts to SEIU-FPSU are not deductible as charitable contributions for federal income tax purposes.

_____	
<b>FIRST NAME</b>	<b>LAST NAME</b>
_____	
<b>ADDRESS</b>	
_____	
<b>CITY</b>	<b>STATE/ZIP</b>
_____	
<b>PERSONAL EMAIL</b>	<b>CELL*</b>
_____	
<b>SIGNATURE</b>	<b>DATE</b> / /
_____	

_____
<b>EMPLOYER</b>
_____
<b>JOB TITLE</b>
_____
<b>EMPLOYEE ID</b>
_____
<b>CAMPUS</b>
_____
<b>DEPARTMENT</b>
_____
<b>REFERRED BY</b>

**COPE Contribution \$** \_\_\_\_\_

I further authorize my employer to deduct the amount above per week from my wages and remit to SEIU-FPSU as my voluntary COPE contribution. I understand that this contribution is not a condition of membership or of employment with any employer and that I have the right to refuse to sign this authorization and to refuse to contribute to COPE without reprisal. I understand that COPE funds will be used for political purposes, including but not limited to addressing political issues of public importance and contributing to and spending money in connection with federal, state, and local elections. I further understand that any suggested contribution is merely a suggested guideline and that I am free to contribute more or less or some other means and that FPSU cannot favor or disadvantage me because of the amount of my contribution or my decision to contribute. Contributions to SEIU-FPSU COPE are not tax deductible as charitable contributions. Only U.S. citizens or lawful permanent residents are eligible to contribute to COPE

_____	_____
<b>SIGNATURE</b>	<b>DATE</b>

\* By providing my phone number, I understand that SEIU and its locals and affiliates may use automated calling technologies and/or text message me on a cellular phone on a periodic basis. SEIU will never charge for text message alerts. Carrier message and data rates may apply to such alerts.

**ARTICLE 8: BULLETIN BOARDS**

**Section 1.** The Union shall be provided bulletin boards or partial use of bulletin boards for the posting of the Union business. The Union shall have at least one bulletin board or partial bulletin board at each location so designated by the City in the areas where unit employees normally are assigned to work. These bulletin boards shall be used for posting authorized Union notices, but restricted to the following:

- a. Notices of Union recreational and social affairs;
- b. Notices of Union elections and results of such elections;
- c. Notices of Union appointments and other official Union business; and
- d. Notice of Union meetings.

Copies of all notices posted on the bulletin boards shall be sent to the City Manager's office.

**Section 2.** All other information, including any notices containing any information other than purpose, date, time,

and place, may be posted on such designated areas only upon the approval of the City Manager's office.

All costs incident to preparing and posting of Union materials will be borne by the Union. The Union is responsible for posting and removing approved material on its bulletin boards and for maintaining such bulletin boards in an orderly condition.

#### **ARTICLE 9: 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 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 parties 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 misunderstanding 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 wellbeing 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.

**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 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 Union and management. The date of disposition shall be the dates in which the immediate supervisor or other management official delivers the disposition to the Union 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 Union 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 Union unless the Union refuses to represent the grievant solely due to the grievant's lack of membership in the Union. The Union must notify the grievant and City of its refusal for this reason.

**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 Union, 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 Union 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. UNION GRIEVANCE AND APPEAL PROCEDURE STEPS**

**Step 1.** Within ten (10) business days of the incident, an employee or the Union 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 Union 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 ten (10) 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 ten (10) business days, the employee or Union, 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 Union Steward, and the initial supervisor involved. Within ten (10) 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.

**Step 3.** If the grievance is not resolved at the department director's level, the Union may appeal within ten (10) business days, and in writing to the Director of Human Resources. Within twenty (20) business days of receipt of said written grievance appeal, the Director of Human Resources will answer in writing the grievance and return a copy of the findings to the employee and the Union.

**Step 4.** If the grievance is not resolved at the Department of Human Resources level, the Union may appeal within ten (10) 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 Union steward, International or State representatives, and departmental management to discuss and seek a solution to the grievance. The City Manager within twenty (20) business days of first receipt of grievance will answer in writing

the grievance and return a copy of the findings to the employee and the Union.

**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 sent to the Union of such, within ten (10) business days of receipt of the Union'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 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 Union 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 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.

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 insofar 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 Union, 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 Appeals

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 10: REPRESENTATION OF THE UNION**

The membership of the Union shall be represented by the President of the Union or by a person or persons designated in writing to the City Manager by the president of the Union. The identification of representatives shall be made each year prior to April 1st. The president of the Union, or the person or persons designated by the said president, shall have full authority to conclude a collective bargaining agreement on behalf of the Union subject to the majority vote of those employees voting on the question of ratification. It is understood that the Union representative or representatives are the official spokesperson of the Union 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 Union, shall be deemed unauthorized and shall have no right or authority in committing or in any way obligating the Union. It shall be the responsibility of the Union to notify the City Manager in writing of any changes in the

designations of the president of the Union or of any certified representative of the Union.

**ARTICLE 11: BASIC WORK WEEK AND OVERTIME**

**Section 1.** The basic workweek shall consist of forty (40) hours unless otherwise specified. Departmental management will establish the basic workweek and hours of work best suited to meet the needs of the department and to provide superior service to the community. Nothing in this agreement shall be construed as a guaranteed or limitation of the number of hours to be worked per week.

Communications operators may work an eight (8) hour or twelve (12) hour work shift or any other assigned hourly shift as determined by the department. Whether assigned an eight (8) hour or twelve-hour shift to work, Communications Operators will bid assigned shifts by classification seniority.

When Communications Operators are assigned a twelve (12) hour work shift, Management shall determine a choice of shift time which shall be determined by a majority vote of the Communications Operators. Prior to the implementation of the twelve (12) hour work shift, the department will provide a 30-days' notice to the Union and employees.

Whether the employee works an eight (8) hour or twelve (12) hour work shift, a volunteer standby list will be established

by pay cycle where employees may volunteer to be on standby one or more of their days off. In a two (2) week pay cycle, the twelve (12) hour shift work will consist of three (3) days of 36 hours for the first week and four (4) days or 48 hours in the second week. Employees who are on standby will receive compensation according to Section 7 or this Article.

Shift bidding shall occur twice a year in January and July. Employees shall bid shifts by classification seniority.

Emergency replacement including but not limited to, declared emergency and or civil disorder shall be processed in the following order:

- A. Contract part-time employees
- B. Draft personnel based on an inverse seniority system starting with the person with the most time off. In this connection, the drafter employee will receive two hours call-out in addition to all hours worked.

Communications operators will receive a one (1) hour lunch period and two (2) 15-minute breaks while working the twelve (12) hour work shift. The City will provide the Union and employees with a 30 days' notice prior to changing work schedules.

**Section 2.** All authorized and approved work performed in excess of forty (40) hours in any one work week shall be considered as overtime and shall be paid at the overtime rate



of one and one-half times the employee's straight time rate of pay.

**Section 3.** Supervision will provide notification to first shift employees of overtime to be worked on a daily basis no later than the noon hour of the day the overtime is to be scheduled. Those employees who work the second shift and third shift 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. Exception of 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. Supervision shall make every reasonable effort to distribute such assignments to provide the opportunity for overtime to those full-time 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, supervision may assign other full-time employee (s) to do the overtime work.

**Section 4.** Where a department has a seven (7) day continuous operation, employees will have two (2) consecutive days off, where possible, after completing their regularly scheduled five (5) day work week.

Management may determine a choice of workweek and shift time (e.g., a four-day 10-hour workweek) which is implemented after consultation with affected employees and the Union.

Irrespective of the foregoing, the employees in the classification of Water Plant Operator, shall have a ten (10) hour, four (4) day work week. Operators will have three (3) shifts. First shift will begin morning hours, second shift will begin afternoon hours, third shift will begin evening hours Employees will bid their shifts by classification seniority and rotate shifts once a year also bidding by classification seniority; however, Communications Operators will bid their shifts by classification seniority twice a year as provided in Section 1.

Employees in the classifications of water plant operator and security guards who work the third shift, shall receive a five percent differential pay. Employees in the classification of Communications Operators, who work the second shift, shall receive a five percent (5%) differential pay.

**Section 5.** For the purpose of overtime computation, holidays, PTO (PAID TIME OFF), vacations and the time spent by employees

attending required (for the purpose of upward mobility) continuing education course/training required to maintain or secure required license/certification necessary to perform their duties, shall be considered as time worked. Compassionate leave, jury duty, annual military leave, and other absences from duty on active pay status shall not be considered as time worked for purposes of overtime computation.

**Section 6.** 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, employees will not be required to use PTO (PAID TIME OFF) 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.

**Section 7.** 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.

**Section 8.** Employees shall not be assigned to stand-by duty if excused in advance by management. The department will seek volunteers, whenever possible, consistent with equitable distribution of stand-by time within work area, classification, and shift, and consistent with skill and ability. In the event volunteers are not available, the qualified employee(s) with the least amount of stand-by time shall be required to take the assignment in order to maintain effective, proper, and superior service to the community.

**ARTICLE 12: PARENTAL LEAVE**

It shall be incumbent on the employee or the designate to notify the Human Resources Director immediately, and in writing, of said date of actual birth before Parental Leave will be authorized. An employee utilizing Family Medical Leave Policy HR-97-02 benefits shall run concurrently with the benefits provided in this Section. The current Family Medical Leave Act and Procedure Manual dated 0922-97 shall be maintained for the duration of this Agreement as it relates to parental leave. \_\_\_\_\_

\_\_\_\_\_

**ARTICLE 13: 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 maternal or paternal aunt or maternal or uncle or grandchild of a fulltime regular employee or probationary 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 or funeral notice/program.

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

The City Manager may grant additional leave under this section, except that such additional leave shall not be debited against the employee's annual/PTO (PAID TIME OFF) leave.

**ARTICLE 14: MILITARY LEAVE**

Full-time employees in the City service who are members of military service units and who must attend annual training sessions are entitled to leave of absence with full pay. The City of Riviera Beach, pursuant to Florida Statutes, Section 115.07, Officers and Employees' Leave of Absence, grants up to two hundred and forty (240) hours leave with pay each year in order that such employees may fulfill their military obligation.

Full-time employees in the City service who are called to perform military service shall, be granted leave of absence without pay for such service in accordance with the provisions of Florida Statutes, Section 115.09, Leave to Public Officials for Military Service; Section 115.12, Rights During Leave; Section 115.13, Resumption of Official Duties,

and Section 115.14, Employees and the City's Military Leave Policy.

**ARTICLE 15: LEAVE WITHOUT PAY**

**Section 1.** Employees may request, in writing, a leave of absence without pay for up to ninety (90) days. Such requests must be approved by both the department director and the City Manager.

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.

**Section 2.** The decision to grant leave without pay (Leave of Absence) is a matter of administrative discretion. The department director will weigh each request and determine each case on its own merits. The reason for approval or denial shall be given in writing. An employee granted a leave of absence will not accrue sick or vacation or PTO (PAID TIME OFF) or other leave during the leave of absence.

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

**Section 4.** 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 at least two (2) weeks' notice. Upon receipt of such written notice, the employee must be permitted to return to work.

**Section 5.** 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 6.** 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.

**ARTICLE 16: JURY DUTY**

Leave with pay shall be authorized for full-time employees in the classified service 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 workday 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.

The parties acknowledge that the performance of jury duty may affect an employee who is required to return to work. Depending on the assigned shift, factors such as sleep deprivation may affect the employee's performance. Management, upon a request by an employee, may release the employee from duty after the employee has reported to work.

**ARTICLE 17: SENIORITY, PROBATION, AND REDUCTION-IN-FORCE**

**Section 1:** City Seniority is understood to mean an employee's most recent date of 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 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 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 and promoted employees shall be placed on probation for the first one hundred eighty (180) days in the classification. All employees on initial probationary status (new employees) shall be eligible for membership in the Union but shall not be entitled to the benefits outlined in this Agreement with the exception of holiday pay and insurance coverage when eligible. However, newly hired probationary employees shall accumulate one (1) day PTO (PAID TIME OFF) leave each month during the probationary period. Initial probationary employees will not be eligible to utilize accumulated PTO (PAID TIME OFF) leave during their probationary period. At the conclusion of their

probationary period, employees will be eligible to use accumulated PTO (PAID TIME OFF) leave.

**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 five (5) 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 layoff, the City of Riviera Beach will notify the employees and the Union, whenever possible, ten (10) days prior to the effective date of the layoff. A copy of the layoff notice along with the up-to-date classification seniority list will be sent to the Union.

- a. Classification seniority shall apply in layoffs and promotions within the classifications on a City-wide basis. If an employee is displaced due to classification seniority during a layoff, an employee may exercise their City seniority to secure a job for which they are qualified within the bargaining unit of the SEIU Union on a City-wide basis.

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.

b. Under this Agreement, when reduction-in-force is necessary, probationary 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 layoff may displace a probationary employee in any other classification, provided the senior employee is capable of performing the work of the probationary employee who the employee is replacing.

b. In the case of a reduction-in-force in a department, a higher classification employee with higher classification

senior may, as the employee's own option and if qualified, replace an employee with less classification seniority in a lower classification at the lower classification salary schedule.

**Section 6.** Recall employees in layoff 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 and email address in the employee's records; however, the City has, and assumes, no liability for the email transmission. Within five (5) workdays 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 employee with the greater classification seniority shall be recalled in the reverse order they were laid off.

**Section 7.** Provisions for applying for promotion to open positions: Notice of a vacancy in an existing position or in a newly created position shall be posted at places accessible to

employees City-wide for a period of (5) 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 Union recognize and encourage the promotion of the City employees to existing vacancies.

a. Applicants from the City desiring to fill such a vacancy shall apply in writing 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 Sections 2-83 through 2-85 of the City Code of Ordinance. If the position does not require a Civil Service Examination, the position will be filled on the basis of ability, fitness, and seniority.

b. 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 given first consideration for the vacancy within

the first six (6) months following the reduction-in-force.

**ARTICLE 18: HOLIDAYS**

**Section 1.** The following holidays shall be observed:

New Year's Day, January 1<sup>st</sup>

Dr. Martin Luther King, Jr.' Day

Washington's Birthday

Good Friday

Memorial Day

Juneteenth, June 19<sup>th</sup>

Independence Day, July 4<sup>th</sup>

Labor Day, First Monday in September

Veterans' Day

Thanksgiving Day, Fourth Thursday in November

Friday following Thanksgiving Day

Christmas Day, December 25<sup>th</sup>

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 covered by this Agreement shall receive eight (8) hours off with pay for each of the holidays earned.

**Section 3.** Employees on annual military leave, jury duty, compassionate leave, PTO (PAID TIME OFF) and other absences observed must use the holiday on the same day that it is earned.

**Section 4.** 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 Personnel Rules and Regulations of the City of Riviera Beach as conforming to the most equitable plan for all classified employees will apply. Legal holidays shall also include such days as designed 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.** Employees assigned and scheduled to work on the holidays observed as specified by the Manager in Section 1, and who, in fact, do work, shall receive eight (8) hours holiday pay plus time and one-half their regular rate of pay for all hours worked.



**Section 8.** To receive holiday pay, the employee must work the scheduled day before and the scheduled day after the holiday, unless excused by the department head for such reasons as jury duty, PTO (PAID TIME OFF), or compassionate leave.

**Section 9.** 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 workday preceding the holiday or the next scheduled workday 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 workday prior to the holiday observance or the next scheduled workday 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 their regular rate of pay for all hours worked.

**Section 10:**

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). (See Article 19, Section 4.)

**ARTICLE 19: 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 (PAID TIME OFF) 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 19, Section 4.

Years of Service	Number of Days Per Year	Total Hours  Accumulated per year	Hours Accumulate Per week
0 - 1 Year	16	128	2.4615
1 - 2 Years	17	136	2.6154
3 - 4 Years	18	144	2.7692
5 - 6 Years	22	176	3.3846
7 - 8 Years	23	184	3.5385
9 - 10 Years	24	192	3.6924

11 - 15 Years	25	200	3.8462
16 - 20 Years	26	208	4.0000
20+ Years	27	216	4.1538

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 (PAID TIME OFF)**

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

a) PTO (PAID TIME OFF) 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 (PAID TIME OFF) requests for four (4) days/shifts or more must be requested within seventy-two (72) hours (i.e.,

three working days) of the time of the request.

c) In emergency cases, departmental management may waive this requirement. 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.

d) When a written request for PTO (PAID TIME OFF) 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 (PAID TIME OFF, personal holiday days available, 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 time to PTO (PAID TIME OFF) on an hour for hour basis and convert accrued sick time on an hour to a half 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 seventy-two (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 within seventy-two (72) (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 80 hours from his/her account (bank); in year 2 of the contract 40 hours from his/her sick

and vacation accrual account (bank); and in year 3 of the contract zero hours from his/her and vacation accrual account (bank).

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 20: PRODUCTIVITY AND JOB TRAINING PROGRAM**

**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:

1. The employee's Department Director, Human Resources Director and the City Manager, or designee, have approved the tuition reimbursement request.
2. Adequate funds (i.e., not less than \$2,500 per person, per fiscal year) are available in the budget for such educational assistance reimbursement.
3. 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

4. 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:

- A final grade of: "C" or above for undergraduate work, or "B" or above for graduate work; or
- 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"> <li>• Designs overall Tuition Reimbursement Program.</li> <li>• Identifies an HR employee to serve as Tuition Reimbursement Program Coordinator.</li> <li>• Administers the Tuition Reimbursement Program.</li> <li>• Provides final approval or denial on all applications for tuition reimbursement.</li> <li>• Submits check request for fee reimbursement upon course completion and receipt of required</li> </ul>

	documentation for the employee.
Department/Supervisor	<ul style="list-style-type: none"> <li>•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.</li> <li>•If required, includes Tuition Reimbursement in annual budget requests</li> </ul>
Employee	<ul style="list-style-type: none"> <li>•Completes application and forwards to department head for approval.</li> <li>•Forwards signed application to Human Resources Tuition Reimbursement Program by specified deadlines.</li> <li>•Forwards final grade report and paid fee receipt to HR Tuition Reimbursement Program prior to deadline.</li> <li>•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.</li> </ul>



**ARTICLE 21: WAGES**

**Section 1.**

On the first full payroll following ratification by both parties, all bargaining unit employees will be placed on the market rate Salary Schedule (Attachment A) based on time in service of the employees' current position.<sup>‡</sup> No employee will suffer an annual wage decrease due to placement on the Salary Schedule.

Effective April 1, 2022, and April 1, 2023, Years 2 and 3, upon completion of the employee evaluation, all bargaining unit employees will receive an increase in base wages equal to 2.5 percent of the minimum base pay for the employee's current position. No employee whose base wage rate is higher than the new maximum wage rate for their job classification will suffer a reduction in pay. If above market the employee will be redlined. Any employee whose base wage are higher than the maximum will receive one PTO day for each year of service, up to 5 PTO days.

In the first full pay period following the ratification of this agreement by the parties, employees will individually receive a one-time \$250 payment.

---

<sup>‡</sup>Employees longevity adjustment-the 2% and lump sum- is included in the Salary Schedule and is pensionable.



**Section 2.**

Any further pay increases are subject to the parties agreeing to same and if no agreement is reached, the employees' salaries will remain frozen until a new agreement is reached.

**Section 3.** 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 4.** On the first full payroll following ratification by both parties, a Water Plant Operator, upon receipt of certification qualifying the employee as a "B" operator, shall forthwith receive a five percent (5%) increase in their hourly base rate.

On the first full payroll following ratification by both parties, a Water Plant Operator, upon receipt of certification qualifying the employee as an "A" operator, shall forthwith receive a ten percent (10%) increase in their hourly rate. The base rate of pay is defined as that rate the employee receives without incentives.

Certifications earned subsequent to ratification of this Agreement are to be paid without retroactive action. Certification payments are not related to the maximum pay range .

On the first full payroll following ratification by both parties, bargaining unit automotive mechanics who obtain ASE certification shall receive a \$250.00 bonus per year for each job-related certification not to exceed \$1,000 annually. All certifications must be approved in advance by the department head and all certifications must be current.

On the first full payroll following ratification by both parties, bargaining unit water/sewer mechanics who obtain sewage collection certification A, B, or C or obtain water distribution certification A, B, or C shall receive a \$250 bonus per year for each certification not to exceed \$750.00 annually. All certifications must be approved in advance by the department head and all certifications must be current.

On the first full payroll following ratification by both parties, bargaining unit code enforcement officers who obtain levels of Florida Association of Code Enforcement certificates including the Code Enforcement Professional certification, shall receive \$250 bonus per year for each certification not to exceed \$750 annually. All certifications must be approved in advance by the department head and all certifications must be current.

On the first full payroll following ratification by both parties, bargaining unit pool guards and lifeguards who obtain an emergency medical technician certification, shall receive \$25 per week. All certifications must be approved in

advance by the department head and all certifications must be current.

On the first full payroll following ratification by both parties, bargaining unit Building Inspection Inspector who obtain certification other than their required certification, shall receive \$750 up to \$2250 per fiscal year. All certifications must be approved in advance by the department head and all certifications must be current.

On the first full payroll following ratification by both parties, bargaining unit Backflow Prevention Technicians who obtain levels of Backflow Technician Certificates including Backflow Prevention Assembly Testing Certification shall receive \$250.00 bonus per year for each certification not to exceed \$750.00 annually. The department head must approve all certifications.

On the first full payroll following ratification by both parties, bargaining unit Building Inspection Inspectors who obtain certification other than their required certification shall receive \$750.00 up to \$2,250.00 per fiscal year. All certifications must be approved in advance by the department head and all certifications must be current.

**Section 5.** 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 workdays shall receive the higher rate of pay retroactive to the first day beginning on the fourth day of the week, provided the employee is assigned

to work in the higher classification on the fourth day. Where circumstances permit, every effort will be made to assign one (1) employee the duties of the higher classification in a given week.

**ARTICLE 22: SAFETY AND HEALTH**

**Section 1.** Departmental management will make every reasonable effort to provide and maintain safe working conditions. To this end the Union will cooperate and encourage the employee to work in a safe manner. A Safety Committee will be established and comprised of one (1) person from each of the following areas: City Hall, Water/Sewer, Public Works, and Parks and Recreation, Police, and Marina. The committee will meet on a regular basis with the Risk Manager for the purpose of reviewing and reporting unsafe working conditions as reported to the committee.

**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.

a) Work-shoes are considered Personal Protective Equipment (PPE), and must have the qualities noted in the Shoe Selection Guide, in order to be worn and reimbursed for work activities based upon trade and work duty hazards. All shoes selected must be certified by their manufacturer to meet the American Society for Testing and Materials (ASTM) 72412-05 and F2413-05.

Employees are to purchase shoe wear from the list of City vendors.

However, if an employee elects to purchase his/her own shoe from another vendor, the employee **MUST** bring specifications of the shoe for evaluation by the City's Risk Management office prior to purchase and receiving reimbursement not to exceed \$175.00. Upon verification of the ANSI requirements, the Safety Officer will approve and provide the department with the authorization for the employee.

If the shoes do not meet specifications, the request for reimbursement will be denied and returned to the employee.

Risk Management will be responsible to review the shoe specifications of all USD employees to determine if the footwear meet the ASTM requirements/rating listed under shoe requirements for approved footwear. If there is a medical consideration, the request **MUST** be forwarded to Risk Management for final determination.

Employees will not be allowed to wear unauthorized shoe wear.

Protective footwear purchased shall meet the requirements of either the American Standard for Personal Protection-protective Footwear, or ASTM F 2412-05, Standard Specification for Performance Requirements for Foot Protection.

Foot hazardous activities can be described as, but are not limited to, the following:

- i. Electrical hazards
- ii. Hot, corrosive and poisonous substances
- iii. Falling objects (tools, valves, etc.)
- iv. Crushing or penetrating actions
- v. Abnormally wet locations

- vi. Rolling objects (pipes, material handling devices, etc.)
- vii. .Sharp materials at or near floor level
- viii. Heavy debris that can be kicked (weights, stock, etc.)
- ix. Slip and fall conditions.

**Section 3.** The City of Riviera Beach agrees to continue the present practice of providing uniforms and periodic replacement of items to employees including a bump hat and/or safety helmet, 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 4.** 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 as permitted by law.

**Section 5.**

A. A schedule of hazardous pay differentials ~~may~~ will be developed by the parties before the end of the contract period. The hazardous duties that are

payable, and the period during which they are payable is set out in schedule. The \$50 per day hazard pay differential is paid in the pay period in which the duty is performed.

- B. The City shall pay the \$50 hazard pay differential in accordance with the schedule. However, hazard pay differential may not be paid to an employee when the hazardous duty has been considered in the classification of his or her position, without regard to whether the hazardous duty.
  
- C. The department director may approve payment of a hazard pay differential when, (1) The actual circumstances of the specific hazard have changed from that considered and described in the position description; and (2) Using the knowledge, skills, and abilities that are described in the position description, the employee cannot control the hazard; thus, the risk is not reduced to a less than significant level.
  
- D. For this section, the phrase "has been considered in the classification of his or her position" means that the duty constitutes an element considered in establishing the grade of the position, i.e., the knowledge, skills, and abilities required to perform



that duty are considered in the classification of the position.

E. The department shall maintain records on the use of the authority described in paragraph (b) of this section, including the specific hazardous duty or duty involving physical hardship; the authorized position description(s); the number of employees paid the differential; documentation of the conditions described in paragraph (B) of this section; and the annual cost to the department for review by the City Manager, who may, suspend the hazard pay differential.

F. Payment of hazard pay differential.

a. When an employee performs duty for which a hazard pay differential is authorized the department must pay the \$50 hazard pay differential in the pay period in which the duty is performed. Hours in a pay status for work performed during a continuous period extending over 2 days must be considered to have been performed on the day on which the work began, and the allowable differential must be charged to that pay period.

G. Termination of hazard pay differential.

a. Department shall discontinue payment of hazard pay differential to an employee when, (a) One or more of the conditions requisite for such payment ceases exist; (b) Safety precautions have reduced the element of hazard to a less than significant level of risk, consistent with generally accepted standards that may be applicable, such as those published by the Occupational Safety and Health Administration, Department of Labor; or (c) Protective or mechanical devices have adequately alleviated physical discomfort or distress.

Relationship to additional pay, payable under other statutes.

H. Hazard pay differential is in addition to any additional pay or allowances payable. It shall not be considered part of the employee's rate of basic pay in computing additional pay or allowances payable by the city.

I. All hazard pay differential will be shown on the normal paycheck in the customary manner shown on

the paycheck for similar or related categories of pay.

**Section 6.** Both parties agree to abide by and to conform to any applicable regulations enacted or adopted by Federal, State, County, or City government.

#### **APPENDIX A**

**Section 7.** The cost and training associated with obtaining a Commercial Driver's License is the responsibility of the employee.

**Section 8.** The City and Union, for a 9-month period, from the date of contract ratification, will establish a committee composed of six (6) members, three (3) SEIU bargaining unit members selected by the President of the Union from different departments and three (3) designees of the City Manager. The purpose of the committee is to generate discussions on possible operational change to generate net cost savings that may alleviate, or lessen the impact of, future lay-offs. The meeting of the Quality Public Service Committee will occur within thirty (30) days after ratification of the contract. Additional meetings may be held upon mutual agreement of the parties. The Committee may discuss other matters mutually agreeable that may or may

not have any impact on net cost savings; however, committee meetings are for positive programs and not meant to be gripe sessions for either workers or managers. Whoever is serving as Chair of the committee meeting shall admonish and declare out of order any member who would use a committee meeting as forum to criticize employees or managers.

The chair shall rotate from each party each meeting.

The Committee is not a part of the collective bargaining session or grievance process. Its results are aimed at department operational changes to be implemented, where possible, as part of the administration of the contract and workforce productive improvement

**ARTICLE 23: GENERAL PROVISIONS**

**Section 1.** Employees in the bargaining unit will be encouraged to participate in worthwhile charity drives. Employees should feel free to contribute or not contribute without pressure from any party.

**Section 2.**

GROUP INSURANCE

- (a) The City agrees to provide the same health plans at the same cost depending on the individual plan, for all City employees. Effective October 1, 2021, the premium cost of the City's health insurance plan (s) increases by 5% or more when compared to the rates paid in the previous year, the allowable cost of such plan(s) to the employee will be at no greater cost than \$20 per pay period. Employees have the option to purchase dependent health insurance at the employee's expense.

DENTAL INSURANCE

- (b) 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.

**LIFE INSURANCE**

(c) The City and SEIU hereby agree that all eligible employees in the unit will be provided term life insurance coverage in an amount equal to \$40,000. Employees will also have the option to purchase at their expense, \$40,000 of additional insurance.

**Section 3.** In the event an employee is called back to work outside their regular work schedule, the employee shall receive minimum of three (3) hours pay at the rate of time and one-half (1-1/2) if over forty (40) hours in a week, less sick time or other non-compensable time.

**Section 4. SENIORITY LIST**

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

**Section 5.** 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 an employee is out of work due to a work connected injury or illness, pursuant to the authorized medical provider, then the employee will be paid by the third-party administrator 66 2/3% of their salary until they are released to work by the authorized medical provider. Furthermore, an employee may use sick / vacation accrual from their bank to supplement their salary.

**Section 6.** Job classification to be utilized where required.

**Section 7. COPIES OF AGREEMENT** The City agrees to reproduce the Agreement in sufficient copies to distribute to all employees covered by this Agreement.

**Section 8. EXAMINATION OF PERSONNEL FILES**

Employees shall have the right to examine their personnel file. Requests shall be at a reasonable time.

**Section 9.** All disciplinary letters and reprimands shall remain in the employee' s work and personnel files. After three (3) years, if the employee has had no further infraction during that period, the infraction shall not be considered when rendering disciplinary action.

FUTURE Longevity benefits-LUMP SUM AND 2%- immediately cease. Effective upon ratification, members receiving a lump

payment, shall be reflected into employees' BASE pay as show  
Salary Schedule. (Appendix).



**ARTICLE 24: 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 25: ZERO TOLERANCE DRUG FREE WORKPLACE POLICY**

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 September 1, 2021, 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 September 1, 2021 (safe-harbor date) to avoid the consequences of the City random drug testing upon ratification of the contract. (Employees may be required to document that they have successfully completed a treatment program and pass follow-up tests. Note the September 1, 2021 safe-harbor date does not preclude employees from voluntarily disclosing a drug policy after that date.

**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.

**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. 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
Proposyphene	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 26: TERM**

The term of the Agreement begins 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 the City Clerk to sign the Agreement on behalf of the City. The Agreement, upon being signed by the appropriate Union representatives (the City Manager and the City Clerk), shall become effective April 1, 2021, and shall remain in full force and effect until March 31, 2024.

**ARTICLE 27: MAINTENANCE OF BENEFITS**

All existing benefits covering City employees as outlined in the City's written policies that are not now incorporated into this the Union Agreement, will remain in full force and effect along with all provisions of this Agreement for the duration of the Labor Agreement.



**ARTICLE 28: AMERICANS WITH DISABILITIES ACT**

The Union and the City acknowledge the duty of the City to comply with the requirements of the Americans with Disabilities Act (ADA).

**ARTICLE 29 EMPLOYEES UNABLE TO PERFORM JOB DUTIES**

**FOLLOWING ON/OFF-THE-JOB INJURY, JOB-RELATED/NON JOB-RELATED ILLNESS/DISABILITY**

a. Following an on/off-the-job injury, job-related/non-job-related illness, or job-related/non-job-related disability, an employee has a maximum of twelve (12) months from the date last worked to return to the original duties of the employee's position, with or without reasonable accommodation. The employee's ability to perform the duties of a position is determined by the employee's physician and verified by the City's Risk Manager.

b. If an employee is unable to return to the essential duties of the employee's position without reasonable accommodation within twelve (12) months from the date last worked following an on/off-the-job injury, job-related/ non-job-related illness, or job-related/disability, the employee will be

recommended for termination. A disabled employee will not be terminated if the employee can be reasonably accommodated in the employee's current position, in accordance with the guidelines of the Rehabilitation Act of 1973 as amended, and the Americans with Disabilities Act of 1990.

c. If an employee returns to work within the twelve (12) month period and has a subsequent recurrence of the same on/off-the-job injury, job-related/non-job-related illness job-related/non-job-related disability, the total combined lost time from work may not exceed fourteen (14) months in the most recent twenty-four (24) month period.

d. On the first full day and the remainder of the week, full compensation coverage will be paid on any work connected injury or illness.

**ARTICLE 30: COMMUNICATIONS OPERATOR TRAINER**

The City shall compensate each communications operator assigned to perform training at the rate of fifty (\$50.00) per week for training for as long as the communications operator trainer is so assigned. Management shall post the assignment for communications operators to apply. Management shall select the most qualified communications operator as determined by management to be a trainer.

## **ARTICLE 31: DISCIPLINE**

**Section 1.** Management must, if an initial recommended decision to discipline is accepted, administer the discipline within ninety (90) days of the decision to discipline for violation of the Agreement or City practices, procedures, rules and regulations, or policies. The immediate supervisor will discuss possible violations of the Agreement, City practices, procedures, rules and regulations or policies with the employee. The time limit may be extended by mutual consent of the parties; however, neither party may unreasonably withhold consent from the other.

**Section 2.** The term "administer discipline" means the disposition and/or documentation of an oral or written warning, a suspension (with or without pay), a reduction in pay, demotion, or termination.

**Section 3.** The immediate supervisor shall discuss the disposition/ documentation of an oral or written warning, a suspension (with or without pay) a reduction in pay, demotion or termination with the employee or Union before the effective date of disposition.

**Section 4.** If a violation for which the employee is disciplined is not repeated within three (3) years, the

violation will not be used to support or aggregate a future disciplinary action.

**ARTICLE 32: PENSION**

According to State Statute 112.66 (11) when calculating retirement benefits, a defined benefit pension system or plan sponsored by a local government may include up to 200 hours per year overtime compensation as specified in the plan or the Collective Bargaining Agreement but may not include any payments for accrued unused sick leave or annual leave. For those members whose terms and conditions of employment are collectively bargained, this subsection is effective for the first agreement entered into on or after July 1, 2011.

Effective upon ratification by both parties, the City will, for eligible employees with overtime time compensation, include up to 300 hours per year of overtime compensation when calculating retirement benefits sponsored by the City. However, unused banked sick and annual leave or PTO (PAID TIME OFF) will not be included in the calculation of retirement benefits.

**ARTICLE 33: BARGAINING UNIT INFORMATION**

The City shall provide an annual report, by electronic means, the following information for all bargaining unit employees:

- a) Name
- b) Address
- c) Work Location
- d) Employee ID
- e) Classification of Employee
- f) Hourly Rate

**ARTICLE 34: EVALUATION**

Employees will be evaluated during the three-year Agreement term. Employees shall be provided a copy of their job competencies. If an employee receives an unsatisfactory evaluation rating, the employee shall set forth, in writing, the specific reasons for the objections, along with documentation five (5) working days, from the date the employee received the evaluator's denial of the employee's objection of the satisfactory rating. The department head may take one of the following actions:

- 1. Advise the supervisor to change the evaluation to a higher score.
- 2. Reject the employee's appeal.

÷

**IN WITNESS WHEREOF**, we hereto affixed all signatures this  
----- day of----- 2021.

For the city of Riviera Beach

For Services Employees  
International Union

BY: \_\_\_\_\_

BY: \_\_\_\_\_

CITY MANAGER

—

**UNION**

**REPRESENTATIVE**

**JONATHAN EVANS**

**CHIEF EXECUTIVE OFFICER**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

**WITNESS**

—

**WITNESS**

**JACK L MCLEAN JR.**

Attest:

BY: \_\_\_\_\_

**CITY CLERK**

**CLAUDENE L. ANTHONY**

**MASTER MUNICIPAL CLERK**