

## RESOLUTION 2020-18

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE VILLAGE AND THE FEDERATION OF PUBLIC EMPLOYEES AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE AGREEMENT ON BEHALF OF THE VILLAGE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the prior Collective Bargaining Agreement between the Village and the Federation of Public Employees, a Division of the National Federation of Public and Private Employees, AFL-CIO ("FPE") expired on September 30, 2019; and

WHEREAS, the Village and the FPE have negotiated a new Collective Bargaining Agreement effective upon ratification, and Village Administration recommends Council approval of the new Collective Bargaining Agreement; and

WHEREAS, the Village Council determines that the approval of the new Collective Bargaining Agreement is in the best interests of the Village and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA as follows:

Section 1. The foregoing recitals are ratified as true and correct and are incorporated herein.

Section 2. The Village Council hereby approves a new Collective Bargaining Agreement between the Village and the Federation of Public Employees, a Division of the National Federation of Public and Private Employees, AFL-CIO, a copy of which is attached hereto and incorporated herein, and authorizes the Mayor and Village Clerk to execute the Collective Bargaining Agreement on behalf of the Village. The Agreement shall be effective upon ratification by both parties and shall expire on September 30, 2022.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 13<sup>TH</sup> DAY OF FEBRUARY, 2020.

(Village Seal)

  
MAYOR

ATTEST:

  
VILLAGE CLERK

**AGREEMENT**

**BETWEEN**

**THE VILLAGE OF NORTH PALM BEACH**

**AND**

**FEDERATION OF PUBLIC EMPLOYEES,  
A DIVISION OF THE NATIONAL FEDERATION OF PUBLIC AND PRIVATE  
EMPLOYEES, AFL-CIO**

**From Ratification to September 30, 2022**

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**ARTICLE 1 – PREAMBLE**

This Agreement is entered into by the VILLAGE OF NORTH PALM BEACH, State of Florida, hereinafter referred to as the “VILLAGE”, and the FEDERATION OF PUBLIC EMPLOYEES, A DIVISION OF THE NATIONAL FEDERATION OF PUBLIC AND PRIVATE EMPLOYEES, AFL-CIO, hereinafter referred to as “FEDERATION”, for the purpose of promoting harmonious relations between the VILLAGE and the FEDERATION, to establish an orderly and peaceful procedure, to settle differences which might arise and to set forth the basic and full Agreement between the parties concerning wages, benefits, and other conditions of employment as provided by law.

All reference to Village means the Village of North Palm Beach

All reference to Village Manager means the Village Manager or designee.

All reference to day means calendar day, unless otherwise specified in this agreement.

All reference to member(s) means dues paying bargaining unit member(s)

All reference to employee(s) means bargaining unit member(s) regardless of dues paying status.

All reference to business day (s) means Monday through Friday excluding holidays in all articles in this agreement.



## ARTICLE 2 – RECOGNITION

**Section 1:** The VILLAGE hereby recognizes the FEDERATION as the exclusive bargaining representative for all regular full-time paid Employees in the unit certified by the Public Employees Relations Commission Number 1537, case number EL-2004-067, dated February 4, 2005.

**Section 2.** FEDERATION recognizes the VILLAGE Council as the elected representatives of the citizens of the VILLAGE of North Palm Beach and the legally constituted authority responsible for the determining the purpose, mission and operations of the VILLAGE.

**Section 3.** FEDERATION recognizes the Village Manager as the Chief Executive Officer of the Village responsible for administration of the Village and the employee workforce.



### ARTICLE 3 – NON-DISCRIMINATION

**Section 1.** The VILLAGE and the FEDERATION agree that all articles of this Agreement shall be applied to all employees covered by it and that the VILLAGE and the FEDERATION affirm their joint opposition to any discriminatory practice in connection with employment, promotion, or training, remembering that the public law and public interest require no discrimination on account of race, color, creed, disability, national origin, age, sex, or religion. Employees have an affirmative duty to report conduct that has the appearance of being discriminatory.

**Section 2.** Employees shall have the right to join the FEDERATION, to engage in lawful union activities for the purpose of collective bargaining, to express and communicate any view, grievance, complaint or opinion, within the bounds of good taste, relative to conditions or compensation of public employment or its betterments, all free of any restraint, coercion, intimidation or reprisal against any covered employee or that person's membership or lack of membership in the FEDERATION, as long as such activity is done outside of the employee's work time.

## ARTICLE 4 – MANAGEMENT RIGHTS

**Section 1.** Except as otherwise limited by a provision of this Agreement, the VILLAGE reserves and retains exclusively all of its responsibilities and authorities to operate and manage its affairs. The rights of the VILLAGE through its management officials, shall include, but not be limited to, the following:

- A. To manage and direct the Employees of the VILLAGE.
- B. To hire, promote, transfer, schedule, assign and retain employees in positions with the VILLAGE.
- C. To suspend, demote, discharge or take other disciplinary action against Employees for just cause.
- D. To relieve Employees from duties because of lack of work, funds or other legitimate reasons.
- E. To maintain the efficiency of the operations of the VILLAGE.
- F. To determine the methods, means and personnel by which such operations are to be conducted.
- G. To determine the organization of VILLAGE government.
- H. To determine the number of Employees to be employed by the VILLAGE.
- I. To determine the number, types and grades of positions or Employees assigned to an organization unit, department or project.
- J. To determine internal security practices

**Section 2.** If, in the discretion of the VILLAGE Manager or designee, it is determined that a civil emergency condition exists, including, but not limited to, riots, civil disorders, hurricane conditions or other catastrophes, the provisions of the Agreement may be suspended by the VILLAGE Manager or designee, during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

**Section 3.** Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the VILLAGE of North Palm Beach and FEDERATION accordingly, FEDERATION agrees that it will ask its members to work diligently in order that the services performed meet the above standards.

**Section 4.** FEDERATION does not waive, and retains the right, to request impact bargaining when appropriate. A request for impact bargaining shall be in writing delivered to the Village Manager, shall identify negotiable effects upon employees' terms and conditions of employment, and shall list the Articles of this Agreement which the FEDERATION requests be opened for impact bargaining. Conversely, the Village does not waive any management right provided to it in Chapter 447, Florida Statutes.



## ARTICLE 5 – VEHICLES, EQUIPMENT, SAFETY, HEALTH AND COOPERATION

**Section 1.** Both parties agree that it is to their mutual interest and to the best interests of both the Employer and the Employees if working conditions in the VILLAGE are both safe and sanitary. Additionally, both parties recognize the need to develop a safe work force. To this end the FEDERATION agrees to report to the Employer any unsafe conditions existing in the VILLAGE at any time during the term of this Agreement and the FEDERATION further agrees to cooperate with the Employer in the Employer's efforts to rectify any such situation.

**Section 2.** Any dangerous situation is to be reported immediately to the Supervisor. All accidents are to be reported immediately to the Supervisor. Job-related accidents are to be covered by Workers' Compensation Insurance.

**Section 3.** Use of Private automobile – In the event an employee (if authorized and directed in advance) uses their own automobile for the performance of official duties on behalf of the VILLAGE, the employee will be compensated at the rate established by the VILLAGE for all VILLAGE employees.

**Section 4.** Any Employee who abuses assigned vehicles(s) or equipment shall be subject to disciplinary action up to and including discharge.

**Section 5.** Department Directors will determine the proper and necessary safety equipment and devices for Employees engaged in work where such special equipment and devices must be used. Failure by Employees to utilize provided equipment or devices will be subject to disciplinary action. Equipment will be provided when needed to facilitate the handling of large trash requirements as determined by management.

**Section 6.** In the event that the FEDERATION has any concern regarding workplace safety, the FEDERATION may request, twice per year, a meeting with the VILLAGE to discuss such concern. A meeting shall be held within a reasonable time of the request.

**Section 7.** Once an employee reports any faulty or unsafe equipment/vehicles to their supervisor and the employee is instructed to use the same equipment/vehicle without being repaired or replaced, the employee shall not receive discipline related to an accident where the same vehicle/equipment was found to be the cause of the accident or incident.



## ARTICLE 6 – GRIEVANCE PROCEDURE ARBITRATION

**Section 1.** A grievance is defined as, and is limited to, any dispute involving the interpretation or application of this Agreement. A dispute over disciplinary action is not a grievance, but is considered an appeal of disciplinary action and shall be processed as set forth in Article 7.

**Section 2.** For the purpose of this Article any grievance not submitted in accordance with the time limits provided below shall be considered exclusively abandoned and shall be barred, forfeited and forever foreclosed for all contractual purposes and shall result in the forfeiture of all rights to arbitration. Any grievance not answered or processed by the Village within the time limits provided below shall advance the grievance to the next step in the process.

**Section 3.** In the event an employee covered by this Agreement believes that there is a basis for a grievance, as that term is defined above, the employee shall first discuss the alleged grievance with the FEDERATION. If the FEDERATION determines that the issue warrants a formal grievance, the FEDERATION may file a formal written grievance using the FEDERATION's grievance form. The form shall be filed with the Village Manager within twenty (20) days of the act or omission which gives rise to the grievance or from the date the employee first knew or should have known of the event leading to the grievance. The form may have a provision which allows the FEDERATION, at its option to request a meeting with the Village Manager or the FEDERATION may request the meeting by other writing. The Village Manager shall forward a copy of the grievance form to the Department Director. The Village Manager shall meet with the FEDERATION to discuss the grievance if the FEDERATION has elected to request a meeting. Within twenty (20) days after the date of receipt of the grievance or of the meeting with the FEDERATION, if one was requested, the Village Manager will respond to the FEDERATION in writing or by email.

If the FEDERATION is not satisfied with the response from the Village Manager, the FEDERATION may submit the grievance to arbitration filing a request for a seven (7) name arbitration panel to the Federal Mediation and Conciliation Service. The submission must be made within thirty (30) business days (days the Village Clerk's Office is open to the public for business) of the date of the Village Manager's letter and email to the FEDERATION, as evidenced by actual filing with the Federal Mediation and Conciliation Service. The parties shall select an arbitrator by each striking three (3) names in alternating fashion, until the parties select an arbitrator. The party striking first shall be determined by the toss of a coin. The selection process shall occur within thirty (30) days of receipt of the panel list.

**Section 4.** The time limits contained herein are to be strictly adhered to and may only be extended by written agreement (including email requests coupled with a written affirmation)

between the parties. No consent to extension shall be implied by the conduct of the parties in the absence of a written or email agreement.

**Section 5.** The arbitrator will determine the statement of the grievance, provided, however, that the arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amendment thereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Article, except to the extent as specifically provided herein or expressly agreed to by the parties.

**Section 6.** The arbitrator may not issue declaratory opinions and shall confine themselves exclusively to the question(s) presented to them, which question(s) must be actual and existing.

**Section 7.** Each party shall bear the expense of its own witnesses and of its own representatives for the purposes of the arbitration hearing. The impartial arbitrator's fee and related expenses and expenses of obtaining a hearing room, if any, shall be equally divided between the parties. Any person desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share such costs.

**Section 8.** The arbitrator's award shall be final and binding on the parties.

**Section 9.** The FEDERATION will not be required to process the grievance of non-members. Only the FEDERATION can advance a grievance to arbitration for one of its members. Members may not advance a grievance to arbitration on their own.

**Section 10.** The parties agree that the settlement of any grievance by the parties prior to a decision by an arbitrator shall have precedential value unless the parties agree otherwise, in which case their settlement shall state.

**Section 11.** When arbitrability is raised by the Village with respect to any grievance, the issue of arbitrability shall be determined by the arbitrator no less than thirty (30) days prior to commencement of arbitration hearing on the grievance itself.

If the Village does not agree that the matter is arbitrable, notification shall be sent to the FEDERATION of such within ten (10) days of receipt of the FEDERATION'S request to proceed to arbitration. The parties agree that in such an instance, the Village may submit solely the question of arbitrability either to an arbitrator or to a court. If the arbitrability issue is submitted to an arbitrator, the decision shall be based solely on written briefs, exhibits and affidavits submitted by the parties, with no oral argument allowed; and shall be submitted to the arbitrator within ten (10) days of selection of the arbitrator. The arbitrator shall render the decision on arbitrability within fifteen (15) days of receipt of the parties' submissions.

Whichever party loses on the issue of arbitrability shall pay the arbitrator's costs involved in that portion of the proceeding.

**Section 12.** 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 to arbitrate the grievance.

## ARTICLE 7 – DISCIPLINARY APPEALS

Appeals of disciplinary action shall be handled as follows:

**Section 1.** An employee, who wishes to challenge any disciplinary action, shall file a notice of appeal to their Department Director. When an employee has received a written counseling, the employee's appeal is limited to submitting a written rebuttal which shall be attached to the written counseling documents in the employee's personnel file. The written rebuttal shall be submitted by the employee within ten (10) days of the employee's receipt of the written counseling.

**Section 2.** The FEDERATION may file an appeal of discipline on behalf of its members. Upon receipt of a notice of appeal for all discipline other than a written counseling, the Department Director shall have ten (10) days to review the discipline and to advise the FEDERATION that the discipline is either (i) sustained; (ii) reversed; or (iii) modified. Failure of the Department Director to respond within ten (10) days shall constitute a determination that the discipline is sustained.

**Section 3.** If the FEDERATION is not satisfied with the Department Director's decision, FEDERATION can further appeal a discipline to the VILLAGE Manager. Upon receipt of a notice of appeal, the VILLAGE Manager shall have ten (10) days to review the discipline and to advise the FEDERATION that the discipline is either (i) sustained; (ii) reversed; or (iii) modified. Failure of the VILLAGE Manager to respond within ten (10) days shall constitute a determination that the discipline is sustained. The decision of the VILLAGE Manager shall be final unless appealed as hereinafter set forth.

**Section 4.** The FEDERATION can appeal the VILLAGE Manager's decision on a suspension of sixteen (16) hours or more without pay, to arbitration using the same procedure for appointment of an arbitrator as set forth in Article 6 above. The decision of the arbitrator shall be made within thirty (30) days following the conclusion of the hearing or the deadline for closing briefs, whichever is later. The arbitrator may sustain, reverse, or modify the discipline, which was set by the VILLAGE Manager. The decision of the arbitrator is final and binding on the parties.

**Section 5.** No employee shall be subject to discipline of any type without cause. No employee shall be subject to a suspension without pay or a termination without first being afforded a pre-determination conference with the VILLAGE Manager or their designee. No pre-determination conference shall be conducted with less than three (3) days' notice to the employees.

**Section 6.** The parties agree that the seven elements of a just cause discipline are:

- 
- A. There is a reasonable rule, order, or a standard of conduct related to the orderly, efficient and safe operation of Village business which has been violated. Some standards of conduct, such as the prohibition of fighting on the job, are so obvious as to not require a written rule.
  - B. The Village either gave notice that violation of the rule or order would result in discipline or the conduct which is in violation of the rule or order is so obviously inappropriate that no warning is necessary. (Examples: consuming alcohol on the job or the need for an employee to perform safety inspections of the equipment they use.)
  - C. An investigation of the alleged violation.
  - D. The investigation is fair and objective.
  - E. The investigation uncovers proof or evidence of the violation.
  - F. The rule or order is equally applied and without discrimination.
  - G. The degree of penalty is reasonably related to the seriousness of the violation.

**Section 7.** In every disciplinary appeal the Federation must identify the element of a just cause discipline which the Federation asserts has not been met and a brief explanation of why the element has not been satisfied.

**Section 8.** Progressive Discipline

Progressive discipline action will be administered in most cases, subject to the specific facts of the employee act or omission under review. Notwithstanding this general recognition of the principles and benefits of progressive discipline, the Village may deviate from progressive discipline when the Village Manager determines that the interest of the Village operations and/or public confidence warrants more serious discipline.

The following are the general progressive steps of discipline:

Verbal Warning  
 Written Warning  
 Suspension  
 Termination.

The first two steps (Verbal Warning and Written Warning) are intended as corrective and instructive steps and not punitive, but can be used to in the context of establishing the first two elements (Section 6 A and B above) of just cause discipline. Steps may be skipped when circumstances warrant more rapid progression. In determining the appropriate level of discipline, past disciplinary action must be taken into consideration. In the consideration of past discipline these general rules apply:

- the older a discipline is, the less weight it will have;
- several disciplines over a short period of time have greater weight than a few disciplines over an extended period of time.

## ARTICLE 8 - FITNESS FOR DUTY

An employee is expected to perform essential job functions in a safe and effective manner, and to discuss with their supervisor any circumstances that may impact their ability to do so. The Village may require professional evaluation of an employee's physical, emotional or mental capacities to determine their ability to perform essential job functions. Such evaluations are conducted by an independent, licensed health care professional. To the extent allowed by law, the Village will protect the confidentiality of the evaluation and the results.

Employees who have the responsibility for on-call shifts must meet the fitness for duty standard during the entire on-call period.

Non-compliance with a request for a fitness for duty evaluation shall be cause for disciplinary action.

The employee's satisfactory work performance is the basis for continued employment. Participation in a treatment or rehabilitation program does not guarantee continued employment and may not necessarily prevent disciplinary action for violation of Village policies. An employee must comply with all treatment recommendations resulting from a fitness for duty evaluation to be allowed to return to work. During this time, applicable sick leave policies shall apply. An employee referred for an evaluation will be prohibited from working or appearing for work until an evaluation is completed and the employee has been approved to return to work. Sick and vacation time may be used by the employee when available. When available leave time is exhausted, the employee will be on unpaid leave.

Employees who are required by their job description to hold a CDL license shall comply with the U.S. Department of Transportation Federal Motor Carrier Safety Regulations and must also ensure that their Medical Examiner's Certificate (Med Card) is on file with the State of Florida and that it remains current. Failure to present a valid Med Card will result in a suspension without pay for thirty (30) days or until the employee provides proof of a current Med Card, whichever occurs first. Failure to provide proof to the Village within thirty (30) days will result in non-disciplinary separation from employment for failure to maintain job qualifications. The Village will pay for the physical examination, using Medical Examination Report Form MCSA-5875, at time of initial hire as well as at the time of recertification.



## **ARTICLE 9 – FAMILY MEDICAL LEAVE**

The rights and benefits regarding family medical leave are as set forth in the Village Leave Policy attached as Appendix A.

The VILLAGE may require an employee who is returning to work following family medical leave taken for the employee's own serious medical condition to submit to a fitness for duty evaluation conducted by a VILLAGE appointed doctor. The evaluation shall be job-related, limited to the particular health condition that caused the employee's need for leave, and shall be paid for by the VILLAGE. The VILLAGE shall not delay the return for work (provided the employee has already provided their own doctor's certification of fitness) while the VILLAGE'S evaluation is pending.



## ARTICLE 10 – DUES DEDUCTION

**Section 1.** Employees covered by this Agreement may authorize payroll deductions for the purposes of paying dues. Requests for same must be in writing on a form clearly indicating that the member wishes to have FEDERATION dues deducted from their paycheck. No authorization shall be allowed for payment of initiation fees, special assessments, fines, penalties or delinquent dues.

**Section 2.** FEDERATION will notify the Human Resources Director as to the amount of dues. This notice must state the computed formula for each individual member. Such notification will be certified to the Finance Director in writing over the signature of an authorized office of FEDERATION at least thirty (30) days in advance of the effective date. Changes in membership dues will be similarly certified to the Finance Director and shall be done at least thirty (30) days in advance of the effective date of such change.

**Section 3.** FEDERATION will indemnify, defend, and hold harmless the VILLAGE against any and all claims, demands, or suits or other forms of liability that shall, out of, or by reason of action taken or not taken by the VILLAGE on account of payroll deductions of FEDERATION dues FEDERATION agrees that in case of overpayment, proper adjustment, if any, will be made by FEDERATION to the affected employee.

**Section 4.** Dues deductions shall occur in each pay period and shall be remitted to the FEDERATION monthly, no later than the 15<sup>th</sup> day of the month following deduction.

**Section 5.** The payroll deduction shall be revocable by the employee by providing thirty (30) days written notice to both FEDERATION and the VILLAGE Manager.

**ARTICLE 11 – MILITARY LEAVE**

The rights and benefits regarding military leave are as set forth in the Village Leave Policy attached as Appendix A.

Any changes or amendments mandated by Federal or State law shall be incorporated as part of this article without negotiation.

**ARTICLE 12 – PAID VACATION**

**Section 1.** Vacation time will be accrued, may be used, and may be paid out in accordance with the Village Personnel Policies for non-bargaining unit employees as that policy is amended from time to time.

Vacation days accrue, but may not be taken during the first 180 days of employment. All personnel who have completed their first 180 days of full-time employment shall be entitled to take vacation with pay in accordance with the following accrual schedule:

0 but less than 5 years	10 days (80 hours) per year
5 but less than 10 years	15 days (120 hours) per year
Over 10 years	20 days (160 hours) per year

**Section 2.** All employees shall select, once annually in January, vacations. Initial selection of vacations will be by seniority within a division. If an employee chooses to change their vacation selection, they must then wait until the vacation list passes through all other remaining members of the division, at which time they shall then be eligible to change the selection, but are limited to open dates.

**Section 3.** In the event a paid holiday should occur during an employee's vacation period, the employee's vacation time shall not be credited against the paid holiday. An employee may use accrued vacation leave if incapacitated due to an injury or illness incurred in the line of duty but only at the rate necessary to maintain full pay during the period of time the employee is receiving worker compensation benefits. Example: an employee who is normally paid \$300 a week will receive \$200 from the State and \$100 from their accrued vacation time. When the employee exhausts their accrued time, the weekly payment will only be the \$200 from the State.

**Section 4.** Bargaining unit employees may not take vacation for more than two (2) consecutive weeks without the Department Director's approval. Vacation time periods not bid for shall only be by Department Director or Supervisor approval and a seventy-two (72) hour (three days) notice, which shall not be unreasonably withheld. Vacation time may not be substituted for sick time days except for use with FMLA.

**Section 5.** Vacation time shall be credited and reported per pay period to indicate hours accrued, less hours taken, reflecting net vacation hours available per pay period.

**Section 6.** The maximum number of vacation days an employee may accrue is 2 years accrued vacation based on the above accrual schedule (i.e. 160, 240, or 320 hours). Any employee (other than an employee who is discharged for cause or does not resign in good

standing) who voluntarily terminates, retires, is laid off, or dies while employed by the VILLAGE shall receive payment equal to 100% of the unused days of vacation accrued during the two (2) year period prior to termination, retirement, or death. If any employee dies and has accrued vacation time, the accrual shall be paid to the employee's estate, or in the event no estate is pending, to the person who would be entitled to the disbursement pursuant to statutory rules of intestate succession.

**Section 7.** An employee may not use vacation time to offset a loss of pay resulting from an absence.

**Section 8.** Leave without pay may not be utilized to supplement vacation leave without first obtaining Department Director written approval. Department Director approval is provisional and not final until written approval of the Director of Human Resources and Village Manager. Employees may only schedule vacation leave time corresponding to their available accrued leave time.

**Section 9.** There are no past practices that prohibit just cause discipline for absences that are not approved.

**ARTICLE 13- INSURANCE BENEFITS**

**Section 1.** The Village will provide health and dental insurance to employees and their dependents under the Village health and dental program at the same levels of benefit and rates established by the Village Council for non-bargaining unit employees of the Village.

**Section 2.** In the event the Village agrees to provide more beneficial coverage or rates to any other bargaining unit in the Village, the more beneficial coverage and rates will be provided to employees covered by this CBA.



## ARTICLE 14 – WORKERS COMPENSATION

**Section 1.** The VILLAGE agrees to abide by Chapter 440, Florida Statutes with respect to the provision of workers' compensation benefits.

**Section 2.** The VILLAGE will not discriminate nor retaliate against any employee attempting to exercise their rights under that statute.

**Section 3.** In the event an employee is on workers' compensation, the employee, at their discretion, may elect to supplement their net income by using any accrued unused paid vacation or sick leave in hourly increments for purposes of bringing the employee's workers' compensation income up to the employee's net income received prior to their injury. This supplement applies only to vacation and/or sick leave accrued and unused prior to the workers' compensation injury and in no event shall an employee be entitled to supplement their workers' compensation income to receive more than their net income received prior to their injury. An employee on workers' compensation leave is not eligible for holiday pay.

**Section 4.** Employees who are cleared by their doctor to perform light duty shall be assigned light duty, but the Village is under no obligation to create a light duty assignment. Light duty is not available for employees on non-workers' compensation leave.

**Section 5.** An employee on worker's compensation leave shall contact the Human Resources Department once weekly to advise the Department of the employee's injury status.



## ARTICLE 15 – SENIORITY AND LAYOFF

**Section 1.** Seniority shall be defined as the total length of continuous service in the VILLAGE of North Palm Beach. Seniority shall continue to accrue during all types of compensable leave, approved by the VILLAGE.

**Section 2.** Employees shall lose their seniority as a result of the following:

- A. Termination
- B. Retirement
- C. Voluntary resignation
- D. Involuntary layoff exceeding twelve (12) months
- E. Unexcused absence for more than three (3) days.
- F. Failure to report to the VILLAGE Manager or designee intention of returning to work, within five (5) days of receipt of recall, as verified by certified mail, return receipt.
- G. Failure to report from military leave within the time limits prescribed by law.
- H. Failure to return from an authorized leave of absence upon the expiration of such leave.

**Section 3.** Layoffs of regular full-time Employees shall be based on overall seniority with the least senior Employees in the classification and department being laid off first.

**Section 4.** If the position from which the most senior person was laid off reopens during twelve (12) months from the date of layoff, that laid off Employee shall have the right to fill that position. Probationary Employees shall have no recall rights.

**Section 5.** Recall will be offered to laid off Employees, other than those Employees who were on probationary status at the time of layoff, provided they are qualified and able to perform all of the duties of the job, as provided by Federal or State Statutes. When the Employees are recalled from layoff, the Employee with the greatest seniority in that classification shall be recalled first.

## ARTICLE 16 – TOOL REPLACEMENT

**Section 1.** Employees who are authorized in writing by their department heads to furnish their own tools in order to perform their job shall continue to do so for the duration of the Agreement. In the event an employee's tool is broken or damaged to the extent of being inoperable for its intended purpose, while the employee was engaged in their normal course of duties, the VILLAGE will reimburse the employee for the replacement cost (minus depreciating normal wear and tear of the life of the tool) of the same tool or a less expensive alternative, at the employer's option, upon submission of a receipt to the VILLAGE. The VILLAGE may take all reasonable steps to verify how the tool became damaged, to confirm replacement costs.

**Section 2.** Per Section 1 above, the maximum amount reimbursable for any one tool is limited to one hundred dollars (\$100.00) per tool, per year, with a combined total reimbursement for employee per year limited to five hundred dollars (\$500.00).

**ARTICLE 17 – SICK LEAVE**

**Section 1.** Sick leave days accrue at a rate of one day of sick leave for each month of continuous service, with no maximum, but shall not be taken during the first ninety days of employment. Employees taking sick leave shall be compensated at their straight time hourly rate of pay for the time off work. Sick leave shall continue to accrue during periods of authorized absence in which the employee is in active pay status. An employee may accrue an unlimited number of sick days for use in the event they are sick. Any employee, except employees who are discharged for cause or who do not resign in good standing, who voluntarily terminates, retires, is laid off, or who dies while employed by the VILLAGE, shall receive a payment equal to fifty percent (50%) of the unused accrued sick leave days, not to exceed thirty (30) paid days total.

**Section 2.** Accrued sick leave may be used when the employee is absent from work due to any of the following reasons:

1. An employee's injury or illness or medical treatment which precludes them from reporting to duty;
2. Any injury, illness, or medical treatment of an employee's immediate family member which requires the employee's help to care for them or obtain the necessary medical treatment.

All sick leave shall be charged against the employee's bank of accrued sick leave.

**Section 3.** An employee who is unable to report to work shall notify the immediate supervisor no later than the scheduled reporting time. This notification procedure shall be followed for each day the employee is unable to report to work unless prior approval is given. Failure to provide this notification may be cause for disciplinary action. The VILLAGE may require the employee who is out for ten (10) consecutive work days to provide a doctor's note indicating that the employee was unable to work due to illness and is fit to return to work without work restrictions.

**Section 4.** Abuse of sick leave, or a false claim for sick leave, shall be considered sufficient cause for appropriate disciplinary action. Abuse of sick leave shall include, but not be limited to, an Employee taking sick leave as it is earned or establishing a pattern of taking days off without any medical basis or repetitively taking days off to extend weekends, holidays and previously requested vacation days.

**Section 5.** Failure on the part of the Employee to comply with the above requirements shall result in the denial of sick leave.

**Section 6.** An employee who does not use sick leave for a continuous period of six (6) months will earn a sick leave incentive payout of eight (8) hours of annual leave which shall be noted on the employee's paycheck.



**Section 7.** Payout of accrued time at time of termination of employment will not include payout of donated time.



## **ARTICLE 18 – LEGAL BENEFITS**

The Village will provide a defense to an employee in which the employee, action in the course and scope of employment, is named as a defendant as provided in and with the limitations set forth in Florida Statutes. 111.07.

## ARTICLE 19 – DRUG AND ALCOHOL TESTING

**Section 1.** The VILLAGE has adopted (Policy and Procedure Number 11-01) and may revise its drug free workplace policy which is applicable to all bargaining unit employees.

**Section 2.** The use, possession or sale by an employee of illegal drugs while on VILLAGE premises or during the employee's working hours may be grounds for discipline up to and including discharge. An employee who is found to be under the influence of alcohol or illegal drugs while on VILLAGE premises or, during the employee's working hours shall be relieved of duty. An employee who is found to be under the influence of alcohol or illegal drugs while on VILLAGE premises or during the employee's working hours shall be disciplined up to and including being discharged. For purposes of this policy "illegal drugs" are defined as those substances controlled by the United States Drug Enforcement Administration.

**Section 3.** An employee may confidentially report the use of prescription or non-prescription medication.

**Section 4.** The VILLAGE will have the right to search an employee and the employee's possessions on VILLAGE premises or during the employee's working hours only when there is reasonable suspicion to believe the employee is under the influence or in possession of alcohol or illegal drugs. No search or test shall be ordered without the approval of a department head and concurrence of the Human Resources Director or Village Manager.

**Section 5.** No such search or test shall begin until the member has been offered the right to have a FEDERATION representative present and to confer in private with that representative. The presence of representation does not negate and shall not delay for more than one hour the VILLAGE's right to search or test. If a representative is not available within one hour, the VILLAGE shall arrange for the presence of a law enforcement officer who shall act as an additional witness.

**Section 6.** The VILLAGE will have the right to require an employee to submit to appropriate random, post-accident, or reasonable suspicion drug and alcohol tests during the employee's working hours in accordance with local, State and Federal laws. Employees in the following positions are subject to random testing: Grounds Maintenance Worker, Street Maintenance Worker, Equipment Operator, Irrigation Technician, Senior Irrigation Technician, Sanitation Driver/Operator, Vehicle Mechanic, Trades Mechanic, Recreation Supervisor, Building Construction Inspector, and Senior Building Construction Inspector.

Employees are subject to drug testing if they are injured on the job, or involved in an accident while on duty and operating a vehicle or motorized equipment.

**Section 7.** Refusal by the employee to submit to such searches or tests upon the VILLAGE's request when there is probable cause to believe the employee is under the influence or in possession of alcohol or illegal drugs shall result in termination of employment. Submission to tests does not constitute a waiver of the employees' right to challenge both the order and the result of the test. The rule "obey first, grieve later" is applicable.

**Section 8** In the event an employee voluntarily requests alcohol or drug rehabilitation assistance the VILLAGE will refer the employee to a VILLAGE sponsored Employee Assistance Program (EAP). Should an employee require time away from the workplace for rehabilitation purposes and does not have enough sick leave and/or vacation leave to cover the absence, the absence will be treated as leave without pay, but the employee shall be entitled to use all forms of accrued paid leave, including sick leave, should they so choose.

**Section 9.** Refusal of the employee to continue with such rehabilitation treatment after return for work may be grounds for discipline up to and including discharge. Any subsequent occurrences may result in immediate discharge.

**Section 10.** All drug testing performed by the VILLAGE shall be in conformity with the testing procedures outlined in Florida's Workers' Compensation statutes and corresponding Administrative Code regulations.

## ARTICLE 20 – HOLIDAYS

**Section 1.** Regular, full-time Employees covered by this Agreement will be paid eight (8) hours of base pay for each of the following holidays:

1. New Year's Day
2. Martin Luther King Day
3. Presidents' Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veterans' Day
8. Thanksgiving Day
9. Friday following Thanksgiving Day
10. Christmas Eve Day
11. Christmas Day

**Section 2.** In addition to the eighty-eight (88) hours of holiday pay referred to in Section 1, - Employees required to work all or part of the above listed holidays shall be compensated at a premium rate of one and one-half (1 ½) times their regular base pay for the actual hours worked.

**Section 3.** Employees must be in paid status, excluding sick leave, the full day before and the full day after the holiday in order to be paid for the holiday. An employee on workers' compensation leave is not in paid status.

**Section 4.** If a holiday falls on a Saturday, the previous Friday shall be designated as the official holiday and if the holiday falls on a Sunday, the following Monday shall be designated as the official holiday.

**ARTICLE 21 – BEREAVEMENT LEAVE**

Regular full-time employees are entitled to a maximum of three (3) days of leave with pay for a death (or a critical illness in which death appears to be imminent) in the family which is defined as: father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, step-father, step-mother, step-son, step-daughter, step-brother, step-sister, half-brother, half-sister, grandchild or grandparent. Any additional unpaid time which may be granted and charged to accrued and unused vacation leave shall be at the discretion of the Department Director. To qualify for such leave, employees must provide the Human Resources Department with written documentation that includes the name of the deceased, relationship to the employee and date of death such as a copy of an obituary notice, memorial service pamphlet, funeral home announcement, etc.

## ARTICLE 22 – HOURS OF WORK AND OVERTIME

**Section 1.** The seven (7) day basic work week for pay purposes will begin at 12:01 a.m. Monday and will end at 12:00 midnight Sunday. Employees are expected to work overtime when notified that overtime work is necessary. Overtime pay at one and one-half (1 ½) times the employee's regular rate of pay will be paid for all hours worked over forty (40) hours in any work week. Only hours actually worked, vacation hours and holiday hours count as hours worked for overtime purposes.

**Section 2.** The Department Director shall determine the appropriate lunch time for each Employee.

**Section 3.** Effective with the ratification of this contract, any full-time Employee who reports to work will be paid for their normal workday regardless of whether they stay at work or are sent home by the Village.

**Section 4.** Reserved

**Section 5.** The VILLAGE agrees to establish a notification schedule to inform and advise Employees of split shifts and late shifts by posting appropriate notices no later than the close of business on Thursday proceeding the week in which the split shift or late shift is to be scheduled. By definition, split shifts are those shifts where an Employee's eight hour day is split between morning hours and evening hours wherein the Employee may be off the clock during the middle of the day; late shifts are those shifts where the Employee may be required to arrive at work at 1:00, 2:00 or 3:00 p.m. with the intent of working an eight hour day starting from those hours.

**Section 6.** During declarations of emergencies, employees will be afforded an off-duty rotation in the event they may be required to work at least six (6) straight days without a break. The VILLAGE will arrange for rotation schedules in order to maintain a level of service to respond to the emergency, but will also recognize the necessity for employees to have some rest time during said emergency. During a Declaration of Emergency, employees may be required to work as deemed necessary and shall be compensated in a fair and equitable manner. Employees may be called in to work before, during, and/or immediately after an emergency. All employees will be paid in accordance with the provisions outlined in Village Resolution 2019-84.

**Section 7.** No compensatory time may be accrued in lieu of the payment of overtime.



**ARTICLE 23 – PREVAILING RIGHTS**

No past practice which is monetary in nature, except those expressly set forth in this Agreement, shall survive the ratification of this Agreement.



**ARTICLE 24 – SEVERABILITY CLAUSE**

If any provision of this agreement shall be held invalid, the remainder of this agreement shall not be affected thereby. In the event any provision of this agreement is held invalid, the parties, at the request of either party, shall meet as soon as practicable and reopen negotiations of any articles impacted by the invalidation of provisions of this agreement.



## ARTICLE 25 – RESOLUTION OF DISPUTES

**Section 1.** The settlement of questions or disputes between the parties hereto and the represented Employees is properly to be handled through collective bargaining, or the grievance and arbitration procedures of this Agreement, as applicable, or through the Public Employees Relations Commission or other appropriate governmental agency and the courts in the event of alleged unfair labor or employment practices or other improper conduct. The VILLAGE agrees that it will not lock out or cause any employee to be locked out during the term of this agreement.

**Section 2.** Any Employee who participates in, or promotes a strike, work stoppage, slowdown, or other form of interference with the operation and mission of the VILLAGE Administration, shall be subject to discipline up to and including discharge. Such disciplinary action by the VILLAGE Administration shall not be subject to the grievance and/or arbitration procedures contained herein.

**ARTICLE 26 – CONTRACT CONSTITUTES ENTIRE AGREEMENT OF THE PARTIES**

**Section 1.** The VILLAGE and FEDERATION acknowledges that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals, with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth and solely embodied in this Agreement.

**Section 2.** The parties voluntarily and unqualifiedly waive the right to require further collective bargaining and each party agrees that the other shall not be obligated to bargain collectively with respect to any matter or subject not specifically referred to or covered by this Agreement. This Agreement contains the entire contract, understanding, undertaking, and agreement of the parties hereto and finally determines and settles all matter of collective bargaining for and during the term.

**ARTICLE 27 – TARDINESS****Section 1.**

An employee is tardy when the employee clocks in for work more than one (1) minute after the start time of the employee's start time.

When the employee is more than 15 minutes late for work the supervisor, at the supervisor's option, may allow the employee to come to work and dock (place in unpaid status) the employee for the time the employee is late.

Section 2. The following general progressive discipline guidelines will be applied for tardiness. Prior to applying these guidelines the Village will consider any mitigating circumstances disclosed by the employee.

VIOLATION	DISCIPLINE
4 times in a 6 month rolling period	Verbal warning
5 times in a 6 month rolling period	Written warning
6 times in a 6 month rolling period	Suspension w/o pay
more than 6 times in a 6 month rolling period	Termination of employment

## ARTICLE 28 –PROBATION

### Section 1.

#### **New Hire Probation.**

All new bargaining unit Employees will be subject to a 180 day probationary period. The VILLAGE may extend the probationary period up to an additional ninety (90) days, following consultation with the FEDERATION and the employee, if it is determined by management that an employee requires additional observation for a determination to be changed from probationary to full-time, regular status. A probationary employee may be released from work without a statement of cause and the release is not subject to grievance or appeal.

### Section 2.

#### **Promotional Probation.**

Employees promoted within the bargaining unit shall serve a 90 day probationary period during which time they may be returned at their request to their former position. When the Village determines that the promoted employee is not performing in the new position to the level expected by the Village, the Village may return the employee to their former position or another available position, but in either case, the Village's decision is not subject to grievance or appeal.

### Section 3.

#### **Performance Based Probation.**

An employee who does not achieve a Satisfactory Level 1 evaluation or above will be placed on probation for a period of 90 days. At the commencement of the 90 day period, the employee will be counseled and given measurable performance improvement goals. The employee will receive a progress review at the 30<sup>th</sup> and 60<sup>th</sup> day of the probationary period. The dates and times of the evaluations shall be set forth in the performance improvement plan and a copy will be sent to the Union Business Representative. The employee may be accompanied at each evaluation by a Union Steward and/or a Union Business Representative. The role of the Union Steward and/or Union Representative is limited to observation but the Union Steward and/or Union Representative may provide the Village Manager with post evaluation meeting comments provided the comments are in writing and made within five (5) business days following each evaluation. At the conclusion of the 90 day probation period, the employee will be re-evaluated. An employee who does not achieve a Satisfactory Level 1 performance evaluation after re-evaluation will be separated from Village employment. Separation from service under this circumstance is not subject to grievance or disciplinary appeal.

## ARTICLE 29 – FEDERATION RIGHTS AND PRIVILEGES

**Section 1.** The VILLAGE agrees to release up to two (2) members of the bargaining unit from their regular job responsibilities in order that they may begin negotiations at a time mutually agreeable to both the bargaining unit and the VILLAGE with pay.

**Section 2.** The Employer agrees to furnish the FEDERATION with a list of the names, addresses, phone numbers, employee classifications, annual and hourly salary of the Employees within the bargaining unit as of the date of execution of this Agreement, unless production of the information is prohibited by law. Should the FEDERATION desire revised and updated hereafter, the Employer will provide them upon written request within thirty (30) days of the Employer's receipt of such written request and the payment, in advance, of the costs of preparation and copying of such lists. Provided, however, that such request shall not be made more often than quarterly.

**Section 3.** A duly authorized representative of the FEDERATION will be permitted to communicate official FEDERATION business to members of the FEDERATION to the extent that the members' job responsibilities and duties are not interfered with or disrupted in any manner and that no time is lost on the job. The FEDERATION representative shall comply with all applicable rules and regulations of the Employer concerning visitors to VILLAGE property.

**Section 4.** Upon ratification of this agreement, the Employer will furnish FEDERATION with a current copy of all written personnel regulations. The VILLAGE will forward any subsequently adopted personnel regulations to the FEDERATION within 14 days of their adoption.

**Section 5.** Each employee who so chooses may annually contribute up one day of annual leave to the FEDERATION time pool. The employee shall indicate this choice in writing to the Human Resources Director or their designee. The pool time shall be available for FEDERATION representatives, not to exceed three employees per year to conduct FEDERATION business, other than collective bargaining negotiations, such as conferences and steward training, provided that:

(1) A written request for the use of FEDERATION pool time is submitted to the Department Head or their authorized representative at least seven (7) days in advance of the requested time off.

(2) Sufficient manpower is available in the regular shift to maintain efficiency of operations during the absence of the FEDERATION officers and/or agents as determined by the Department Head or their designated representative.

**Section 6.** The Employer will provide the FEDERATION bulletin boards to be located in mutually agreed upon locations to be used solely by the FEDERATION for posting notices. Notices shall be restricted to the following types, except that additional notices may be posted by mutual, written consent of the parties:

- A. Notices of FEDERATION recreational and social affairs.
- B. Notices of FEDERATION elections, appointments, and results of FEDERATION elections.
- C. Notices of FEDERATION meetings and educational classes.
- D. Notices of official FEDERATION business; and
- E. Any material deemed informative to the general membership

The bulletin boards shall not be used by the FEDERATION or its members to distribute political pamphlets or any other type of political matter, or for advertising. The FEDERATION agrees not to post any material defamatory to the VILLAGE, or its representatives on the bulletin boards. All notices shall clearly state that they are "FEDERATION Notices." A copy of all FEDERATION notices that are to be put on said bulletin board shall be forwarded to the VILLAGE Manager's office.

## ARTICLE 30 – WORK ASSIGNMENTS

**Section 1.** Any Employee temporarily assigned to a lower pay grade classification shall be compensated at the rate of pay received in their regularly assigned pay grade classification.

**Section 2.** It is specifically recognized as reflected in the unit position job descriptions that the very nature of the services provided by the VILLAGE of North Palm Beach demands flexibility in job assignments and job description and the Employer may temporarily assign tasks not common to a particular job description.

**Section 3.** In the event an Employee is directed to temporarily work in a higher pay grade, that Employee shall be paid five percent (5%) above the individual's present base rate for the period of time worked.



## ARTICLE 31 – OFF-DUTY EMPLOYMENT

**Section 1.** An employee may engage in off-duty employment to the extent that said off-duty employment does not interfere with the performance of the employee’s duties for the VILLAGE of North Palm Beach.

**Section 2.** An employee’s off-duty employment may not create a conflict of interest; may not be performed during the employee’s VILLAGE workday; may not involve use of VILLAGE equipment, property, or supplies; or otherwise infringe on his or her ability to perform their job with the VILLAGE in a satisfactory manner.

**Section 3.** Disputes over whether an employee’s off-duty employment creates a conflict of interest shall be submitted to the State Ethics Commission for an advisory opinion. The parties agree, however, that the opinion of the commission shall be binding upon them. An employee may continue to work at their off-duty position during the pendency of the request for an opinion, but does so at their own peril.

**Section 4.** Village employees may not wear Village uniforms or insignia when engaged in off duty employment.



## ARTICLE 32 – POLITICAL ACTIVITY AND VOTING

**Section 1.** Neither the FEDERATION nor the Employer will place any restrictions on Employees with regard to political activity. Employees may hold membership in or support any political party, run for or hold political office, vote as they choose, express their opinions and wishes on political issues and candidates, maintain partisan neutrality and attend political functions so long as these activities do not take place during the Employee's working hours on VILLAGE property, or in such a manner as would interfere with the Employee's duties during the Employee's official hours of work. Employees shall not engage in political lobbying while in VILLAGE uniforms or when wearing VILLAGE insignia. Such activities shall not be conducted in violation of State conflict of interest statutes.

## ARTICLE 33 – EDUCATION, TRAINING, AND PROMOTIONAL OPPORTUNITY

**Section 1.** Employees who have obtained educational credits or training over and above the minimum education and training requirements for their position will be given special consideration for promotional opportunity.

**Section 2.** Employees required to attend job-related training for any reason outside their normal working hours shall be compensated at premium rate of one and one-half (1 ½) times their regular hourly salary. However, seminars and conventions are not included with the meaning of the term “training”.

**Section 3.** Vacancies in entry level positions within the bargaining unit in any classification in the Village shall be filled as far as practical by promotion of employees in the Village service following the procedures in the Policy and Procedures Manual but nothing herein shall limit the Village from hiring an outside candidate for any bargaining unit position.

**Section 4.** Educational Reimbursement Program: See Miscellaneous Benefits

**ARTICLE 34 – PENSION PLAN**

**Section 1.** All new hires after October 1, 2010 shall be eligible only for enrollment in the Village defined contribution plan.

## ARTICLE 35 – WAGES

### Section 1.

#### Year One (10/1/19-9/30/20)

The first full pay period following ratification, bargaining unit employees employed by the Village on the date of ratification who receive a “Successful Level I” or higher evaluation on their previous performance evaluation will receive a one-time bonus of \$1,000.00, subject to customary taxes and withholdings. Additionally, employees who are not topped out will receive base wage adjustment of not less than 2% and not more than 7% the first pay period following annual evaluations in April 2020 provided they have achieved a “Successful Level 1” or higher performance evaluation using the current performance measurement process.

#### Year Two (10/1/20-9/30/21)

Effective the second pay period in October 2020, each bargaining unit employee who received a “Successful Level 1” or higher on their previous performance evaluation will receive a one-time bonus of \$750.00, subject to customary taxes and withholdings. Additionally, employees who are not topped out will receive a base wage adjustment of not less than 2% and not more than 6% the first pay period following annual evaluations in April 2021 provided they have achieved a "Successful Level 1" or higher performance evaluation using the performance measurement process in use at the time of evaluation.

#### Year Three (10/1/21-9/30/22)

Effective the second pay period of October 2021, each bargaining unit employee who received a “Successful Level 1” or higher on their previous performance evaluation will receive a one-time bonus of \$500.00, subject to customary taxes and withholdings. Additionally, employees who are not topped out will receive a base wage adjustment of not less than 2% and not more than 6% the first pay period following annual evaluations in April 2022 provided they have achieved a "Successful Level 1" or higher performance evaluation using the performance measurement process in use at the time of evaluation.

**Section 2.** Employees on new hire (not promotional) probation when the increases in Year One, Year Two, and Year Three take effect will not receive their wage increase until they pass probation.

**Section 3.** Employees will be paid bi-weekly.

**Section 4.** No employee shall receive a base wage increase over the maximum salary (top-out) established in the VILLAGE pay plan. Increases over pay range maximum (topped out employees) shall be paid as lump sum payments of \$1,500.00 for a Successful Level I through Exceptional Level I evaluation and-\$1,800.00 for an evaluation of Exceptional Level II or higher.

**Section 5.** Bargaining unit employees who are not topped out but whose percentage wage increases in any year of this Agreement would put them above the maximum of their pay range

will receive a prorated percentage increase to take them to top out on that year and will receive the remainder of the applicable increase as a one-time lump sum payment which portion will not be added to the base wage.

**Section 6.** Employees in Year One, Year Two, and Year Three who receive an evaluation score that converts to Below Standards or lower will initially not receive a wage increase and will be placed on Performance Based Probation pursuant to Article 28, Section 3. If the employee's performance improves above Below Standards, the employee will receive the wage increase corresponding to the improved score commencing the next pay period.

**Section 7.** Employees shall be given a copy of their Performance Evaluation form and shall be entitled to discuss it with their supervisor in accordance with established procedures. Performance evaluations may not be grieved or appealed but:

A. If an employee asserts that their evaluation score was influenced by discriminatory bias on the part of an evaluator, the employee may request review by the Human Resources Director. The employee may be accompanied by a Union Business Agent. The Human Resources Director's disposition of evaluation will be the Village's final administrative review step.

B. In all cases, the employee may submit a written rebuttal or supplemental statement and that document will be appended to the evaluation and placed in the employee's personnel file.

## ARTICLE 36 – MISCELLANEOUS

**Section 1.** The terms and conditions of this Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary mutual written consent of the parties.

**Section 2.** This Agreement shall supersede any ordinances, regulations, or practices of the VILLAGE, promulgated and adopted by the VILLAGE Council. The FEDERATION agrees that all employees covered under this agreement shall comply with all Personnel Rules and Regulations, including those relating to conduct and work performance. In the event of a conflict between the terms of this Agreement and the terms of the Personnel Rules and Regulations, the terms of this Agreement prevail.

**Section 3.** The miscellaneous benefits/incentives set forth in the Annual Comprehensive Pay Plan may address benefits not specifically addressed in this Agreement. If a benefit is provided to Village employees in the Annual Comprehensive Pay Plan and not addressed in the Agreement, the Annual Comprehensive Pay Plan benefit will be provided to bargaining unit employees as though it were contained in this Agreement. If a benefit is addressed in this Agreement and also in the Annual Comprehensive Pay Plan, this Agreement will control.

**Section 4.** The VILLAGE will provide a sufficient number, as determined by the VILLAGE, of uniforms suitable to the employee's job. In addition, the VILLAGE will provide uniform cleaning service for employees required to wear uniforms.

**Section 5.** A shoe allowance of one hundred fifty (\$150.00) dollars per year<sup>1</sup> shall be paid to bargaining unit employees in the following positions during the first pay period in October 2020: Trades Mechanic, Vehicle Mechanic, Mechanical Systems Coordinator, Sanitation Driver/Operator, Equipment Operator, Irrigation Technician, Sr. Irrigation Technician, Street Maintenance Worker, and Grounds Maintenance Worker. The Union and the Village will work together to attempt to select a Boot Truck service.

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<sup>1</sup> In the current (first) fiscal year of the CBA the allowance will continue to be paid with each paycheck. In years two and three, the payment will be made in full on 10/1/2020 and on 10/1/2021.



## ARTICLE 37 – CALL-BACK/EMERGENCY COMPENSATION

**Section 1.** If an employee is called back to work for an emergency or called back outside of their scheduled hours for that work week, the employee shall receive the greater of two (2) hours of pay or the actual number of hours worked, which shall be computed at a premium rate of time and one half (1 ½) the employees regular rate of pay. Example: an employee called back for thirty (30) minutes of work shall be paid for two (2) hours at time and one half. An employee called back for four (4) hours shall be paid for four (4) hours at time and one half.

The Department Head and/or Superintendent shall create a schedule for call out and shall rotate the assignments of call-back/on-call overtime to employees in the following positions using that list and as equally as practicable based upon their qualifications for the assignment, distributed on a rotating basis by the departmental seniority of the person. List of positions: Grounds Maintenance Worker, Street Maintenance Worker, Irrigation Technician, Senior Irrigation Technician, Sanitation Driver/Operator, Trades Mechanic, Senior Trades Mechanic.

An employee on the call out list will be paid standby pay in the amount equal to one (1) hour of base pay for each 24 hour period the employee is designated to be on standby. Standby pay is in addition to call out pay.

An employee on standby who fails to report to work within forty-five (45) minutes of call out is subject to the following discipline, subject to adjustment for mitigation circumstances:

- first occurrence result in a written warning
- second occurrence results in termination

An employee may swap one 24 hour period during a weekly on call status with a co-worker, provided the request is made to and approved by the Department Director 12 hours in advance of the swap.

**Section 2.** Call back premium pay is excludable from the regular rate of pay for the purpose of overtime calculation.



## **ARTICLE 38 – CERTIFICATION INCENTIVE**

See Miscellaneous Benefits. The maximum number of certifications that the Village will pay for is three (3).



## ARTICLE 39 – TERM OF AGREEMENT

**Section 1.** This Agreement shall be effective from date of ratification, and shall remain in full force and effect for a term from date of ratification to the 30<sup>th</sup> day of September 2022. No base wage increase, performance based increase or cost of living adjustment shall be paid beyond September 30<sup>th</sup> of 2022 except as provided in a subsequent Memorandum of Understanding or Collective Bargaining Agreement as may be negotiated by the parties modifying the Wage Article of the collective bargaining agreement.

**Section 2.** The VILLAGE and the FEDERATION agree to commence bargaining for a successor agreement on or about June 30<sup>th</sup> 2022.

**Section 3.** By entering into this Agreement, the VILLAGE and FEDERATION acknowledge that they have resolved all disputes between them, including but not limited to pending or threatened ULPs or Grievances.



**SIGNATURE PAGE**

**APPROVAL**

Pursuant to Florida Statute 447.309, the VILLAGE's Chief Executive Officer and the FEDERATION's Bargaining Agent hereby confirm that the foregoing represents the Collective Bargaining Agreement reached by the negotiators through bargaining.

This Agreement shall not be binding on the VILLAGE of North Palm Beach until it has been ratified by the VILLAGE Council and by the employees who are members of the bargaining unit.

**THE VILLAGE OF NORTH PALM BEACH**

By: \_\_\_\_\_  
ANDY LUKASIK, VILLAGE MANAGER

Dated: \_\_\_\_\_

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
VILLAGE CLERK

**FEDERATION OF PUBLIC EMPLOYEES,  
A DIVISION OF THE NATIONAL FEDERATION  
OF PUBLIC AND PRIVATE EMPLOYEES, AFL-CIO,**

\_\_\_\_\_  
PRESIDENT

By: \_\_\_\_\_  
GUY T. MASTERS, Business Representative

Date of Ratification by Bargaining Unit: \_\_\_\_\_

Date of Ratification by the VILLAGE: \_\_\_\_\_