

City of Delray Beach & Service Employees International Union, Florida Public Services Union, CTW, CLC  
Collective Bargaining Agreement  
October 1, 2021 – September 30, 2024

***COLLECTIVE BARGAINING AGREEMENT***

**BETWEEN**

**THE CITY OF DELRAY BEACH**

**AND**

**SERVICE EMPLOYEES INTERNATIONAL UNION  
FLORIDA PUBLIC SERVICES UNION, CTW, CLC**

**October 1, 2021 - September 30, 2024**

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**PREAMBLE**

This Agreement is entered into by the Employer, the City of Delray Beach, Florida, a Florida municipal corporation, hereafter referred to as "City," and the Service Employees International Union/Florida Public Services Union, CTW, CLC, hereinafter referred to as the "Union," for the purpose of promoting harmonious relations between the City and the Bargaining Unit represented by the Union, hereafter referred to as "members" or "employees," to establish an orderly and peaceful procedure for settling differences which might arise and to set forth the basis and full agreement between the parties concerning rates of pay, wages, hours of work, and other conditions of employment. The terms, provisions, and conditions of this Agreement shall have no retroactive effect, but shall only commence upon the effective date of this Agreement unless a specific article or provision of this Agreement provides otherwise.

ARTICLE 1

**RECOGNITION**

**Section 1**

The City of Delray Beach recognizes that the Service Employees International Union/Florida Public Services Union, CTW, CLC, hereinafter referred to as the "Union", as the Certified Bargaining Agent of the employees in the Bargaining Unit for the purpose of representing the members of the Bargaining Unit as set forth herein for all matters relating to wages, hours and terms and conditions of employment, as provided for by order of the City of Delray Beach Public Employee Relations Commission in its Order dated July 15, 1985, directed to the City Manager of the City of Delray Beach and the Union.

**Section 2**

The Bargaining Unit represented by the Union is comprised of full-time and regular part-time employees in those classifications specified in the July 15, 1985 certification order of the City of Delray Beach Public Employee Relations Commission, as amended. The City will notify the Union in writing of all changes in job classifications in the Bargaining Unit.

**Specifically Excluded from this Agreement:**

All other City employees not specifically included in the Bargaining Unit as certified by the City of Delray Beach Public Employee Relations Commission, including confidential employees, managerial employees, professional employees, and supervisory employees who possess a conflict of interest; temporary, casual, seasonal employees, and employees of any other Bargaining Unit.

ARTICLE 2

**DUES CHECK OFF**

Employees of the Bargaining Unit or their representatives may make arrangements with the City for a payroll deduction of Union dues and uniform assessments. Upon receiving a proper request from the employee and / or the Union including submission of a paper, electronic or telephonic authorization, the City will deduct such dues and uniform assessments from the subject employee's compensation and remit the amount deducted to the Union.

The Union agrees to indemnify, defend, and hold the City harmless from and against all claims, costs, demands, expenses, judgments or other liabilities on account of dues or uniform assessments erroneously collected by the City and/or remitted to the Union. The Union further agrees to refund to the City any amounts paid to the Union in error upon presentation of proper evidence thereof.



**NOTICE TO EMPLOYER AND UNION**

**AUTHORIZATION FOR DEDUCTION/DISCONTINUATION OF UNION DUES**

I hereby authorize my Employer to deduct from my salary each pay period my Union dues, as certified to the Employer by the Union, and to transmit this amount to the Treasurer of the Union.

I understand that this authorization is voluntary and I may revoke it at any time by giving my Employer and the Union thirty (30) days advance notice in writing.

\_\_\_\_\_

Date

\_\_\_\_\_

Signature

\_\_\_\_\_

Job Title

\_\_\_\_\_

Name Printed

\_\_\_\_\_

Employee No.

\_\_\_\_\_

Dept. Div./Activity/Payroll No.

\_\_\_\_\_

Deduction start date

\_\_\_\_\_

Bargaining Unit

\_\_\_\_\_

Deduction stop date

\_\_\_\_\_

Annual amount of dues  
(Broken down by pay period)

Article 3

**UNION REPRESENTATION**

**Section 1**

The City agrees that during the term of this Agreement it will deal only with the authorized representatives of the Union in all matters governed by the provisions of Chapter 35 of the Code of Ordinances of the City of Delray Beach, Florida.

The Union agrees to notify the City of the names of such authorized representatives as of the execution of this Agreement and replacement therefore during the term of this Agreement.

**Section 2**

The Union likewise agrees that during the term of this Agreement, the Union and the employees covered hereunder shall deal only with the City Manager or his/her representative(s) in all matters governed by the provisions of Chapter 35 of the Code of Ordinances of the City of Delray Beach, Florida.

**Section 3**

The Union shall designate, in writing to the Director of Human Resources or designee, five (5) general representatives and one (1) chief representative, in addition to its staff

representative whose right it shall be to represent the employees in the Bargaining Unit, for the purpose of collective negotiation and the administration of grievances arising thereunder for the duration of this Agreement. Notice by the City to the chief representative or his/her designee in his/her absence shall be notice to all representatives, c/o the Union business address.

An employee shall, upon request, be entitled to have a representative present whenever the employee is the subject of an investigatory interview or reasonably believes that the meeting may lead to disciplinary action. If the employee requests a Union representative, the City agrees to provide at least four (4) working days notice prior to the meeting (except in cases involving on the job substance abuse issues, a positive drug or alcohol test or any case that the City determines to investigate immediately) in which case the disciplinary meeting shall be held within twenty-four (24) hours.

The employees shall retain the option of proceeding individually or being represented by a person of their own choosing, in which case the Union may not interfere with this right in any manner; provided, however, that only the Union may request arbitration of a grievance pursuant to Article 32 of this Agreement.

ARTICLE 4

**UNION BUSINESS**

**Section 1**

The parties agree to establish a standing Labor/Management Committee which shall meet to discuss matters pertaining to the implementation and administration of this Agreement. The Committee may also discuss operational policies and procedures that impact bargaining unit members and delivery of City services. The Labor/Management Committee may submit written reports and recommendations to the City Manager and Union President. The Committee shall consist of three (3) members designated by the Union and three (3) members designated by the City. The Committee shall meet on a quarterly basis or at the request of either party. These meetings shall be held without loss of pay to those employees who are designated as representatives.

**Section 2**

Officials for the Union, as designated in Article 3 Section 3, may, with proper authorization, which will not be unreasonably withheld, be admitted on City property, in areas reasonably designated by the City. Officials for the Union 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 designated areas that are reasonable by the Employer.

### **Section 3**

Stewards shall be allowed reasonable time-off without loss of pay during their regular shift hours for investigating grievances and/or contract negotiations; however, each will first obtain oral permission from his/her immediate supervisor or in his/her absence, the next level of supervision. Permission will not be unreasonably withheld by the supervisor.

### **Section 4**

Union Time Pool: A SEIU Bargaining Unit Time Pool shall be established. All such time pooling shall be purely voluntary on the employee's part and shall be solely for the employee's benefit and not for the City; therefore, no overtime shall be paid as a result of such time pooling. The City agrees that the employees can donate not less than one (1) hour of annual leave, but not more than five (5) hours to the Union Time Pool.

Only authorized chief steward or union stewards may withdraw time from the Time Pool to remain in a paid status while on approved leave in order to attend union conferences, training sessions, or other related union business.

All requests for the use of the Bargaining Unit Time Pool shall be submitted by the union's chief representative or his/her designate to the Department Head or his authorized designate at least five (5) calendar days in advance of the requested time off. However, this shall not preclude management from granting leave with less than five (5) days notice.

ARTICLE 5

**BULLETIN BOARDS**

The City shall provide the Union space on six (6) serviceable, bulletin boards in the City of 2' x 2', at locations to be approved in advance by the City Manager or his/her designee for use by the Union in posting notices of Union business and activities. All materials posted must be signed by chief steward, union steward or an officer of the Union, who shall be held responsible for the content of such materials. A copy of all such materials shall be provided to the Department Head or his/her designee in advance of such posting.

The bulletins, notices or materials posted shall contain nothing of a political nature (excluding political material relating to Union elections) and nothing of a derogatory nature toward the City, its elected officials, its officers or employees, as determined by the City.

ARTICLE 6

**DISCRIMINATION**

All Bargaining Unit employees shall have the right to form, join and participate in, or to refrain from forming, joining or participating in any employee organization of their own choosing, including the Union. Neither the City nor the Union shall interfere with, restrain or coerce the public employees in the exercise of any rights guaranteed them under Florida Statute 447 and Chapter 35 Subsections 35.030 - 35.055 of the Delray Beach Code of Ordinances or the provisions of this Agreement.



ARTICLE 7

**SOLICITATION OF OR BY EMPLOYEES**

**Section 1**

Unless specifically authorized by the City Manager, all solicitations among City employees during working hours for commercial, charitable or Union purposes and selling of tickets, magazines and other merchandise, is prohibited.

**Section 2**

Employee organizations, their members, agents or representatives, or any persons acting on their behalf are hereby prohibited from and shall not be required to:

- A. Solicit public employees during working hours of any employee who is involved in the solicitation.
- B. Distribute literature during working hours in areas where the actual work of public employees is performed, such as offices, warehouses, schools, police stations, fire stations, and any similar public installations. This section shall not be construed to prohibit the distribution of literature during the employee's lunch hour or in

such areas not specifically devoted to the performance of the employee's official duties.

- C. Solicit for commercial, charitable, or Union purposes and sell tickets, magazines or other merchandise while in City uniform or attire, or while using City vehicles or equipment.

ARTICLE 8

**CITY'S MANAGEMENT RIGHTS**

**Section 1**

The City of Delray Beach shall have the right, subject only to express restrictions in this Agreement, to exercise its own discretion unilaterally on all of the following matters, whatever may be the effect on employment, when in its sole discretion it may determine it advisable to do any or all of the following:

- A. To manage and administer the affairs of the City generally.
- B. To decide the purpose of each of its constituent agencies.
- C. To set standards of service to be offered to the public.
- D. To exercise control and discretion over its organization and operation.
- E. To direct its employees.
- F. To take disciplinary action and discharge employees for just cause.
- G. To relieve its employees from duty because of lack of work and other legitimate reasons. To relieve

other probationary employees from duty for any reason, with or without cause.

- H. To determine and re-determine work schedules.
- I. To maintain order and efficiency in its operations.
- J. To determine and re-determine starting and quitting times, in which case the City shall provide to the affected employees four (4) weeks notice in advance of any changes in such starting and quitting times, except that no such advance notice shall be required in cases of emergency as determined by the City.
- K. To determine and re-determine the number of hours to be worked, in which case the City shall provide to the affected employees four (4) weeks notice in advance of any changes in such number of hours to be worked, except that no such advance notice shall be required in cases of emergency as determined by the City, as long as there is no violation of Article 9 Section 2.
- L. To require employees to submit to a medical examination by a physician designated by the City.

- M. To promulgate rules and regulations for its employees not in conflict with the provisions of this Agreement.
- N. To set the standards and procedures for application, testing, selection procedures and appointment to all positions in the City.
- O. Under reasonable circumstances, to dismiss or otherwise relieve from duty employees who have contracted or developed some mental or physical ailment or defect which incapacitates him/her for duty in the City service.
- P. To determine employees' skills, knowledge and abilities to perform their duties through job-related testing and other reasonable evaluation methods.
- Q. To hire, assign, direct, layoff or recall employees.
- R. To determine the size and composition of its work force.
- S. To determine the number and types of equipment, materials, products and supplies to be used.
- T. To institute and establish new training methods.

- U. To determine the types of work to be performed by employees.
- V. To open new facilities and transfer its operations or any part thereof to such new facilities, and to transfer or assign employees to new facilities.
- W. To discontinue conduct of its mission or operations in whole or in part.

**Section 2**

In addition to the Management Rights enumerated in Section 1 the City of Delray Beach shall have all other rights and prerogatives which in the past it has lawfully exercised or could have lawfully exercised unilaterally subject only to express restrictions on such rights, if any, as are provided in this Agreement.

ARTICLE 9

**HOURS OF WORK AND OVERTIME**

**Section 1**

The normal working hours per one-week work cycle for regular full-time employees shall be forty (40) hours, which shall exclude meal periods. The hours of work scheduled per day shall be as required and set by the Department Head and approved by the City Manager.

**Section 2**

It is recognized and understood that deviations from the foregoing normal schedules of work will be necessary and will unavoidably result from several causes, such as but not limited to: rotation of shifts, vacation, leaves of absence, weekend and holiday duty, absenteeism, employee requests, temporary shortage of personnel and emergencies. No such deviation shall be considered a violation of this Contract. However, the City shall not adjust an employee's work shift to avoid the payment of overtime.

**Section 3**

For all employees the scheduled workday shall be broken down into fifteen (15) minute segments. An employee shall be noted as late for work if he/she does not report ready for work at

his/her workstation at his/her starting time. If an employee reports for work late, eight (8) minutes or more after the scheduled time, he/she shall be docked in major segments of one-quarter (1/4) of an hour.

#### **Section 4**

The City agrees to pay overtime at the rate of time-and-a-half based on a seven (7) day forty-hour(40 hour) work cycle. In the computation of such overtime compensation, employees shall receive credited hours for vacation days and holidays, which may occur within the pay cycle/work cycle.

#### **Section 5**

Credit towards overtime shall not be accrued until an employee has worked eight (8) or more minutes beyond the forty (40) hours per 7-day work cycle. Once that eight (8) or more minutes has been worked, he/she shall accrue overtime credit for that fifteen (15) minute segment and subsequently for any additional fifteen (15) minute segments, computed in a like manner.

#### **Section 6**

Employees may request compensatory time in lieu of overtime pay. Employees may only accrue unused compensatory time up to a maximum of 40 hours. If an employee accrues the maximum



permissible compensatory time, the employee shall be paid for all overtime hours in excess of the maximum at the rate of one and one-half times the employee's current straight time rate of pay. Compensatory time shall be taken upon written request approved by the employee's Department Head. Payment for accrued compensatory time upon termination of employment shall be calculated at the straight time rate of pay on the date of payment.

**Section 7**

The City agrees to make records of overtime available to appropriate Union officials.

**Section 8**

The City will continue to use the existing program for the assignment of overtime based upon a seniority rotation system by position classification and specialty.

**Section 9**

The current practice of work breaks shall be continued for the duration of the agreement.

ARTICLE 10

**WORKING OUT OF CLASSIFICATION**

An employee who is temporarily and continuously assigned in writing to perform the duties of a higher classification for more than five (5) working days, will be compensated for the time spent in the higher classification from the 1<sup>st</sup> day in the higher classification once the employee works five (5) consecutive working days in the higher classification at a rate which is five percent (5%) above his/her regular base salary. Employees who work less than five (5) consecutive working days in a higher classification shall not receive five percent (5%) above his/her base salary.

Notwithstanding the above an employee shall not be precluded from receiving the 5% increase if management requires the employee to temporarily and continuously perform for 5 working days or more duties of a higher classification but fails to make the assignment in writing. Assignments shall not be unreasonably applied to in order to avoid payment.

ARTICLE 11

**WAGES**

**Section 1**

It is agreed and understood that all bargaining unit members shall be paid pursuant to the provisions of Article 11 and the salary schedules contained in Appendix B of this Agreement. In addition, all compensation shall be consistent with the pay grade assigned to each job classification as listed in the Unit Description in Appendix A of this Agreement.

All union job titles are referenced in Appendix A, with corresponding grade levels.

**Section 2**

A. Effective October 1, 2021, all full-time bargaining unit members shall be compensated pursuant to the 2021-2022 "B" Salary Schedule in Appendix B, and all bargaining unit members shall be granted a Three-Thousand-Dollar (\$3000.00) increase to their fiscal year 2020-2021 annual base salary.

- B. Effective October 1, 2022, the maximum salary of each pay grade of the "B" Salary Schedule shall be increase by five (5) percent, and all eligible bargaining unit members shall be granted a four and one half (4.5) percent increase to their fiscal year 2021-2022 annual base salary.
- C. Effective October 1, 2023, the minimum salary of each pay grade of the "B" Salary Schedule shall be increased five (5) percent, and all eligible bargaining unit members shall be granted a four and one half (4.5) percent increase to their fiscal year 2022-2023 annual base salary.
- D. If the negotiated salary increases for fiscal years 2021-2022, 2022-2023, and 2023-2024 results in an employee's annual base salary exceeding the maximum salary of the pay range, that amount of the increase that exceeds the maximum salary of the pay range will be paid as a lump sum bonus. The bonus will not increase the employee's annual base salary.
- E. If an employee's annual base salary exceeds the maximum salary of the pay range on the Effective Date of the negotiated salary increase, the employee will only be paid a three (3)

percent lump sum bonus. The bonus will not increase the annual base salary.

F. For purposes of determining eligibility for the annual salary increases stipulated in Section 2 A., B., and C., above, an eligible employee shall be defined as one who is on active pay status as of October 1 of each fiscal year and achieved a Satisfactory Performance Evaluation the prior fiscal year.

G. For employees whose prior year's annual performance evaluation was less than Satisfactory, the following conditions apply:

1. Employees who receive an overall rating of less than Satisfactory during the Annual Performance Evaluation process will be placed on a Performance Improvement Plan (PIP). Thirty (30) days after the annual evaluation, the supervisor will meet with the employee and rate the performance goals as "met" or "not met," discuss actions that employee took that resulted in improved performance, and discuss actions employee must take to successfully complete PIP.

2. Repeat the above listed process at sixty (60) days.

3. Final evaluation is due at ninety (90) days. Employees who do not meet performance standards within ninety (90) days will face disciplinary action up to and including termination.

4. If the employee successfully remediates and his/her job performance is deemed Satisfactory, the employee shall be paid the annual salary increase effective the date of the final evaluation.

H. Employees hired after October 1 of each fiscal year shall be granted the annual salary increase negotiated for that fiscal year, upon satisfactory completion of the probationary period. The effective date of the increase will be the date of completion of the probationary period.

### **Section 3**

#### **Automotive Services Excellence (ASE) Incentive Pay**

The City recognizes the need for and benefit of a well-trained and skilled automotive repair and maintenance team. The City agrees to pay expenses related to the certification testing but limited to training materials and testing fees as approved by the Department Head and the Human Resources Department.

Fleet mechanics who obtain three (3) Automotive Service Council (ASE) Certifications shall receive a bonus of five percent (5%) of gross pay per pay period. An employee who obtains a total of six (6) ASE certifications shall receive a total bonus of ten

percent (10%) of gross pay per pay period. Upon obtaining ten (10) ASE Certifications an employee shall be paid the ASE Incentive of fifteen percent (15%) of gross pay per pay period. The incentive shall be reflected in the first paycheck received by a Fleet mechanic after receipt of proof of the certifications by the City.

In order to be eligible for these bonuses the employee (Fleet mechanic) must maintain such certifications current throughout the entire pay period in order to receive the bonus for that pay period.

#### **Section 4**

The City reserves the right to reallocate positions where appropriate, during the life of this agreement, in consultation with the Union.

#### **Section 5**

Effect of Promotion on Wage and Performance Evaluation Date

- A. When an employee is promoted into a higher classification, the employee's wages shall be increased to the minimum of the new salary range or ten percent (10%) more than the employee earned prior to the promotion, whichever is higher.

- B. If an employee's wages are increased ten percent or more (10%) as a result of a promotion, the employee's performance evaluation date will be changed to the date of the promotion.
- C. Notwithstanding the language of paragraph (A), above, Plant Operators will receive a five percent (5%) increase when they obtain a higher rated state license.

## **Section 6**

### **Water and Wastewater Plant Operator Retention Incentive Pay**

- A. In recognition of the need to recruit and retain employees whose work is of a critical nature and which significantly impacts the delivery of a vital public service, a Retention Incentive shall be paid to employees who occupy positions classified as Treatment Plant Operator "A", Treatment Plant Operator "B", and Treatment Plant Operator "C".
- B. Effective beginning October 1, 2022, all employees who occupy a position in a job classification referenced in "A" of this Section and who was in an active pay status as of October 1, 2021, shall be paid an annual one-time incentive in the following manner:
  - i. Plant Operator "A", Reports/Permits Specialist, Trainer sixteen hundred dollars (\$1,600.00)
  - ii. Plant Operator "B" twelve hundred dollars (\$1,200.00)



iii. Plant Operator "C" one thousand dollars (\$1000.00)

iv. This payment will be made on the first payroll date after  
October 1, 2022, and October 1, 2023.

C. Notwithstanding the language above in Section B, Plant  
Operators will receive a five percent (5%) increase to their  
annual base salary when they obtain a higher rated state  
license. Employees may receive less if payment results in the  
base salary exceeding the maximum.

D. Effective October 1, 2022, those employees who are in the  
positions of a Plant Operator A, Reports/Permits Specialist,  
Trainer, Plant Operator B, and Plant Operator C who work 2<sup>nd</sup>  
and 3<sup>rd</sup> shifts at the City's Water Treatment Plant will be  
provided an hourly shift differential as outlined below:

1. Second shift operators will be paid a two dollar (\$2.00)  
an hour shift differential.
2. Third shift operators will be paid a three dollar  
(\$3.00) an hour shift differential.

## **Section 7**

### **Certified Playground Safety Inspector and Pesticide Public Applicator Licensure Retention Incentive Pay**

Effective beginning October 1, 2022, bargaining unit Parks  
Maintenance employees who were in an active pay status as of

October 1, 2021, shall be paid an annual one-time incentive in the following manner:

- i. Employees holding the Certified Playground Safety Inspector license fifteen hundred dollars (\$1500.00)
- ii. Employees holding the Pesticide Public Applicator License fifteen hundred dollars (\$1500.00)
- iii. This payment will be made on the first payroll date after October 1, 2022, and October 1, 2023.

ARTICLE 12

**HEALTH INSURANCE**

**Section 1**

The City shall provide individual insurance coverage at no cost to employees, or the same contribution amounts as all other employees of the City, whether or not such other employees are in a bargaining unit.

**Section 2**

Employees who elect to maintain dependent coverage will contribute a dollar amount equal to the amount contributed toward the cost of dependent coverage that any other employees of the City are required to pay, whether or not such other employees are in a bargaining unit. (This section effective October 1, 2021)

**Section 3**

Bargaining unit employees shall at all times be provided with the same insurance benefits provided to all employees of the City, whether or not such other employees are in a bargaining unit, and at the same contribution amounts for individual and/or dependent coverage consistent with Section 1 and 2 above.

**Section 4**

The City reserves the right to change the medical and hospitalization insurance carrier, but the level of deductible and insurance benefits provided to bargaining unit employees shall not be reduced during the term of this Agreement.

**Section 5**

The City will maintain an insurance committee to discuss and review the City's insurance program, and to make recommendations to the City Manager regarding the City's insurance program(s). The insurance committee will be composed of one representative from each of the bargaining units in the City, appointed by the union representing that unit, a representative of the non-bargaining unit employees of the City, and management representatives. The City Manager will select the management members of the insurance committee.

ARTICLE 13

**PENSION PLAN MATTERS**

The employees represented by this agreement shall continue to participate in the general employee's Pension Plan as set out in Chapter 35 of the City Code of Ordinances, and as amended from time to time.

ARTICLE 14

**HOLIDAYS**

**Section 1**

The following days shall be holidays for all regular, full-time employees:

New Year's Day	
Martin Luther King's Birthday	Labor Day
Presidents' Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Thanksgiving Friday
One Personal Holiday	Christmas Eve
(Selected by employee with approval)	Christmas Day

Employees shall also receive any other day declared by the City Commission to be a legal holiday. The Personal Holiday will be granted on a date selected by the employee and can be used for any other holiday other than the ones designated above, provided the employee has six (6) consecutive months of regular full-time service with the City. The date selected must be approved by the Department Head, or the City Manager.

**Section 2**

- A. Non-shift personnel- (those employees who work a Monday Through Friday day shift schedule) - All regular, full-time, non-shift personnel on the above days shall be off duty with pay subject, however, to

being called in for work on such days if required by their supervisor, Department Head and/or City Manager.

- B. Shift personnel (those employees who work a shift other than Monday Through Friday days)- Shift personnel shall work their normal shift whether on a holiday or not.

### **Section 3**

For non-shift personnel- (those employees who work a Monday Through Friday day shift schedule), when legal holidays occur within the vacation period of an employee, the number of such days that are legal holidays shall be added to the normal number of vacation days allowed.

### **Section 4**

Employees who are on leave without pay on the day preceding and the day following a holiday or who are absent without leave on the scheduled day preceding or the scheduled day following a holiday shall be considered as absent without pay on the holiday and shall not be compensated for the holiday.

If an unauthorized absence occurs on an immediate workday preceding or following a designated City holiday, the employee

shall provide a note from a physician in order to be compensated for the holiday and the absence.

#### **Section 5**

For non-shift personnel-(those employees who work a Monday Through Friday day shift schedule) , in the event any of the aforementioned days fall on Saturday, the preceding Friday shall be considered a holiday, and in the event any of the aforementioned days fall on Sunday, the following Monday shall be considered a holiday.

#### **Section 6**

For non-shift personnel-(those employees who work a Monday Through Friday day shift schedule), in the event that one of the holidays named in Section 1 occurs while an employee is on sick leave, the employee shall receive holiday pay and shall not be charged sick leave pay for that day.

#### **Section 7**

When regular full-time employees are called to service on a City recognized holiday, in addition to their normal schedule, they will receive time and one-half for all hours worked on the Holiday in addition to their Holiday Pay.



ARTICLE 15

**VACATION**

**Section 1**

Regular, full-time Bargaining Unit members shall receive annual vacations, which may be accumulated from year to year, pursuant to the provisions set forth in Section 6, below.

**Section 2**

- A. Annual vacation time shall be granted according to the following schedule:

<b><u>Years of continuous service Over, But Less than</u></b>	<b><u>Vacation hours earned</u></b>
0 years 3 years	10.00 per month
3 years 7 years	11.67 per month
7 years 11 years	13.34 per month
11 years	15.00 per month

- B. A member of the Bargaining Unit shall not be eligible to take any vacation time in the first year of continuous service. An employee shall be considered as earning vacation time in the first year of continuous service, however such vacation time shall actually be taken in the second year of continuous

service. Employees may utilize vacation time as earned after the first year of continuous service, plus any accumulation permitted under Section 6.

### **Section 3**

Continuous service shall be considered any service in which there has been no interruption by resignation, absence without leave, or by involuntary separation or lay-off in excess of one year. Absence due to military service, injury in the line of duty, or sick leave with pay shall not serve to interrupt continuous service unless the employee was employed by another employer during such period of absence. Absence due to leave without pay shall not be construed as an interruption of continuous service, but vacation benefits shall not be accrued during such leave.

### **Section 4**

When legal holidays occur within the vacation period of an employee, the number of such days that are legal holidays shall be added to the normal number of vacation days allowed.

**Section 5**

An employee resigning from the service of the City in good standing shall be paid for any vacation credit accumulated prior to resignation, provided:

- A. He/she has completed one year of continuous service.
- B. He/She gives at least two weeks' written notice of his intent to resign and the written notice or copy of same is filed with the City Manager's office at least two weeks prior to the effective date.

**Section 6**

Vacation time is subject to the following requirements: That each bargaining unit member must actually take time off from work in a year equal to one-half of their actual eligible vacation time for that year, and the member can then accumulate the remaining unused time for that year. The maximum accumulation will not exceed three hundred fifty (350) hours. All vacations, including those periods made mandatory above, including the timing of such vacation and the actual number of days taken, are made expressly subject to the approval of the immediate Supervisor, Division Manager/Division Head, and Department Head. Employees requesting vacation must request time

in advance the same amount of days they wish to take off but no less than three (3) business days. For example, if an employee wishes to take off seven (7) days, they must notify their supervisor at least seven (7) days before the proposed time off.

### **Section 7**

Employees reporting in sick on the preceding or the day following a vacation leave shall provide a note from a physician in order to be compensated for the sick leave.

### **Section 8**

Up to 24 hours of an employee's annual vacation accrual may be granted for absences from work when a vacation request cannot be made according to Article 15. Employees must notify their supervisors of the need for this absence in accordance with applicable call in procedures, within one half hour prior to the start of the employee's scheduled shift, or, if at work, if an employee is notified of an emergency. He/She may use emergency vacation no more than four (4) times per fiscal year. Time used in this regard may be used in increments of one (1) hour or more.

ARTICLE 16

**SICK LEAVE**

**Section 1**

The Union recognizes that sick leave is not a privilege which an employee may use at his discretion and it shall be allowed only for the following:

1. Employee's injury, illness or quarantine due to exposure to contagious disease.
2. Actual illness of a member of an employee's immediate household (wife, husband, child, or parent) where care by the employee is required.
3. Medical, dental, vision appointments.

**Section 2**

All regular, full-time employees may be given sick leave with pay at the rate of one (1) working day for each calendar month of continuous service during which there were no absences without leave, provided:

1. Sick leave credits shall accrue during the first six (6) months of service, but shall not be granted until completion of six (6) months of continuous service.

2. If employment begins on or before the fifteenth day of the month sick leave credit shall be given for the entire month. If employment begins after the fifteenth day of the month sick leave will not be credited until the first day of the following month.
3. If an employee works less than half the normal workdays during a month for reasons other than paid leave, sick leave shall not be credited for that month.
4. Sick leave credits shall be available for use after the first pay period of the month following the month in which earned.

The maximum sick leave accumulation that may be accrued is one hundred forty (140) days or 1,120 hours. The employee may bank all unused sick leave each year until the one hundred forty (140) days maximum is reached.

### **Section 3**

Upon resignation in good standing, employees who provide the City with a two (2) weeks written notice, shall be paid at

their then regular hourly rate for the portion of their accrued sick leave as stated below, not to exceed the maximum payment of five hundred sixty (560) hours. When it is determined to be in the best interests of the City, the City Manager may waive the requirement for two weeks notice.

<b>YEARS OF SERVICE</b>	<b>% OF ACCRUED PAID SICK LEAVE</b>
0 - 5	-0-
5 - 10	25% of up to 560 hours
10 - 15	50% of up to 560 hours
15 - 20	75% of up to 560 hours
20 or more	100% of up to 560 hours

Employees who retire from the City, after twenty (20) or more years of service and are vested under the City of Delray Beach General Employees Retirement Plan or a deferred compensation retirement system, shall receive pay at their then regular hourly rate for their total amount of accrued sick leave not to exceed the maximum allowed accrual of 1,120 hours.

Sick leave accrued shall be forfeited if the employee is discharged or is not in good standing at the time of termination.

**Section 4**

Members reporting in sick or unable to report for duty must do so no later than thirty (30) minutes after the starting time for which they are scheduled, except in cases of emergency as determined by the Department Head. Members are to contact their immediate supervisor or the supervisor's designee, otherwise they shall be considered as absent without leave. Messages are not to be left with the front office personnel or with associates. The Department Head or his designee may investigate such absences to determine their validity. When absence is for three or more working days, the Department Head shall require the employee to provide a certificate from a physician, or a letter from the employee explaining the reasons for such absence.

**Section 5 - Sick Leave Donation**

Sick Leave Donation will continue to be provided in accordance with City Policies.

**Section 6 - Family and Medical Leave Act Policy**

The Family and Medical Leave Act Policy will continue to be provided in accordance with applicable laws and City Policies.



**Section 7**

In case of death of an employee, payment for unused sick leave pursuant to Section 3 shall be made to the employee's beneficiary, estate, or as otherwise provided by law.

**Section 8**

In order to be eligible to participate in the sick leave incentive\ program an employee must have been employed continuously for a full year and successfully passed his/her probationary status prior to October 1, of each calendar year. Any employee with an overall performance evaluation of "unsatisfactory" may not participate. The awards will be based on the employee's sick leave usage. When calculating the number of sick leave hours an employee has used, Family & Medical Leave (FMLA), worker's compensation, donated sick hours and sick leave taken for absence due to city declared emergency will not be counted against the employee.

Each employee may elect to sell back up to 80 hours (80) of accrued sick leave each fiscal year. Any sick leave used during the fiscal year will be deducted from the amount to be sold back: example below

Hours of Sick Leave Used - 80 - Sick Leave Award Available - 0  
Hours of Sick Leave Used - 72 - Sick Leave Award Available - 8  
Hours of Sick Leave Used - 64 - Sick Leave Award Available - 16  
Hours of Sick Leave Used - 56 - Sick Leave Award Available - 24  
Hours of Sick Leave Used - 24 - Sick Leave Award Available - 56  
Hours of Sick Leave Used - 0 - Sick Leave Award Available - 80

In order to participate in the program, eligible employees must complete a Sick Leave Incentive Award Form (Appendix 1) found in the personnel policies and procedures and submit it to Human Resources prior to October 31<sup>st</sup> of any fiscal year the employee intends to participate. In order to participate, an employee must have in excess of forty (40) hours in their sick leave bank as of September 30<sup>th</sup> of each fiscal year and must maintain at least forty (40) hours in their bank. No payment of an award can result in an employee having fewer than forty (40) hours of sick leave accrual as of September 30<sup>th</sup>. Effective October 1, 2022, the employee accrued balance after sell back must be no fewer than eighty (80) hours. The Sick Leave Incentive award shall be paid in a separate check by December 15<sup>th</sup>.

Sick leave incentive award payments shall be in quarter hours.

Employees who are paid one-third of their accrued sick leave due to retirement are eligible to participate in this program.

For employees who are over the maximum hours of sick leave accumulation (1,120) and choose to participate in the program, the sell back sick hours shall reduce his/her sick leave bank.

ARTICLE 17

**LEAVES OF ABSENCE WITH PAY**

Employees may be granted leaves of absence with pay upon approval of the Department Head and the City Manager for the following:

- A. If an employee receives a subpoena as a trial witness or to give a deposition regarding matters which arose in the scope and course of City employment, the employee should notify the City Attorney for further direction. The employee will be granted leave with pay. Any witness fees (and mileage received, if travel was by City vehicle) will be endorsed to the City and deposited into the City General Fund. If an employee is summoned for jury service or receives a subpoena as a trial witness or to give a deposition in a matter which is not job related, the employee will be granted leave with pay. Any fees received will be retained by the employee.

- B. Official training courses such as conferences, conventions, workshops or similar meetings approved by the City.
- C. Such other matters, as the City Manager may deem appropriate.
- D. Employees, who are members of the organized reserves of any branch of the armed forces of the United States as required by law.

Under these provisions, no overtime pay will be considered. Leaves of absence with pay will not be considered as hours actually worked in the computation of time-and-a-half payment of overtime at the end of the work cycle during which they occurred unless such leaves are directly concerned with City business and the employee was directed by the Department Head to use such leave in order to conduct City business. Provided, however, that in the case of any leave of absence with pay which may be granted to attend training sessions which are required by the City, such time shall be considered as hours worked for purposes of calculations under the provisions, where applicable, of the Fair Labor Standards Act.

ARTICLE 18

**LEAVES OF ABSENCE WITHOUT PAY**

**Section 1**

Leave without pay, not to exceed one year, may be granted by the City Manager to any employee who has entered upon a course of training or study for the purposes of improving the quality of his service to the City or fitting himself for promotion.

**Section 2**

Upon written request of an employee, the City Manager may grant a leave of absence without pay for personal or medical reasons, when it will not result in undue prejudice to the interests of the City, as determined solely by the City Manager.

**Section 3**

Any month in which an employee, while on leave of absence without pay, works less than half of the normal work days will not be considered for the purpose of computing sick leave, vacation, or other fringe benefits based on continuous service. Employees who are on leave of absence without pay on the day preceding and the day following a holiday shall not be compensated for the holiday.

**Section 4**

While on leave of absence without pay (except under the Family and Medical Leave Act), the monthly insurance premium for the employee's medical/life insurance must be paid by the employee after any month in which he does not work at least half of the normal workdays, on the first day of the following month.

**Section 5**

Leave without pay for military service (military leave) will be granted in accordance with applicable statutes and City Policies.

ARTICLE 19

**BEREAVEMENT LEAVE**

**Section 1**

The City agrees that when a death occurs in the family of a regular, full-time employee (family being herein defined as follows: father, mother, brother, sister, spouse, domestic partner, child, father-in-law, mother-in-law, son-in-law, and/or daughter-in-law, brother-in-law, sister-in-law, grandparents or foster parents, foster child, grandchild, stepmother, stepfather or stepchild; no other persons shall be contained within the definition of family except as specifically set forth herein) of an employee, the employee may be allowed three (3) working days bereavement leave with pay for in state (Florida) deaths and five (5) working days bereavement leave with pay for out of state deaths.

**Section 2**

The City agrees that the above-stated bereavement leave will not be charged against sick leave, vacation, or holiday time. Additional time for bereavement leave may be requested by the employee, and if granted, by Department Head and City Manager, shall be charged to one of the foregoing categories.



**Section 3**

The employee may be required by the Department Head to furnish evidence of the facts justifying the use of bereavement leave.

ARTICLE 20

**MISCELLANEOUS CONSIDERATIONS**

**Section 1**

Workers' Compensation benefits will continue to be provided in accordance with applicable laws and City policies.

Light duty availability for personal illness or injury, shall be determined on a case-by-case basis and approved with the concurrence of the Department Director and Human Resources Director.

**Section 2**

Employees who are off duty shall have the right, during regular business hours of the City, to examine their own personnel files.

**Section 3**

On a quarterly basis, the City will furnish to the union, upon written request, an updated City seniority list.

**Section 4**

Nothing in this Agreement shall be deemed to limit the rights of any employee to consult on any matter not grievable with any supervisory or managerial official via the appropriate chain of command provided such consultations shall in no way interrupt, delay or otherwise interfere with effective, proper and superior service to the City and the community. In this regard, the employee may be represented by a person of his/her choice provided, however, if such person is a union representative, such representation shall be in accordance with the provisions of Article 2 hereof.

**Section 5**

The City hereby agrees to pay the costs of City maintenance service for uniforms for Union employees, when such uniforms are deemed appropriate by the City and are approved and supplied by the City, all in accordance with current City practices.

**Section 6**

For attendance at parent-teacher meetings, employees are permitted to take up to two (2) hours leave with pay. Such leave must be approved in advance by the employee's immediate supervisor and Division Manager/Superintendent. An employee is allowed a maximum of two (2) meetings per fiscal year. Official

documentation from the school that the meeting occurred is  
required.

ARTICLE 21

**COMPLIANCE WITH NON-DISCRIMINATION POLICIES**

The Union does hereby recognize and acknowledge that the City, in accordance with the 1983 amendments to the Federal Revenue Sharing Program, is not permitted to nor does it discriminate on the basis of handicapped status in the admission or access to, or treatment or employment in, its programs or activities. Furthermore, the City of Delray Beach during the course of this contract may take whatever steps are necessary in order to comply with the non-discrimination requirements contained in Section 51.55 of the Federal Revenue Sharing Regulations and make the same applicable to or have an effect upon members of the Bargaining Unit.

ARTICLE 22

**NEPOTISM**

No individual shall hereafter be hired or placed as a regular full-time City employee or as a temporary part-time City employee in the same Department or division of a Department with another person who is a relative of that individual without the express prior approval of the City Manager.

No City official or employee in a managerial or supervisory capacity may be appointed, employed, promoted, or advanced in or to a position in any other department where that person would exercise regulation or control over any individual who is a relative of the City official or employee.

A person who is a relative of a City official or employee may not be appointed, employed, promoted or advanced in or to a position in any Department if the related City official or employee is, or would be, the person's supervisor or who would exercise any dominion or control over or otherwise regulate the duties and responsibilities of the person, or if the person would supervise or exercise any dominion or control over or otherwise regulate the duties and responsibilities of the related City official or employee.

"Relative", as used herein, means a person who is related by blood, marriage or adoption as father, mother, son, daughter, brother, sister, grandparent, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister.

ARTICLE 23

**SAFETY AND HEALTH**

**Section 1**

The City and the Union agree to establish a standing Safety Committee. The Committee will be composed of six (6) members, three (3) members appointed by the Union and three (3) members appointed by the City. The City's Risk Manager or designee will co-chair this Committee along with a designated Union co-chair. The primary responsibility of the Safety Committee is to ensure that employee safety, health, and welfare is of the highest priority both within departments and City-wide. Issues addressed by the Committee may include, but are not limited to, matters such as safety training, accident prevention programs, safety equipment requirements, and hazardous working conditions. The Committee will meet quarterly or at the request of either party.

**Section 2**

The City shall provide all such safety apparel and equipment, as it deems necessary and appropriate for the safe performance of an employee's assigned duties. The City will provide and replace safety shoes as necessary. The replacement of safety shoes/boots may occur at the employee's request or



according to the Departments' established schedule. The amount for replacement shoes/boots is to be no more than \$150.00 per pair of shoes/boots.

**Section 3**

The City shall make available immunization shots for tetanus, hepatitis and diptheria for members of the bargaining unit as requested on a case by case basis and as determined by the City and at no cost to the employees.

**Section 4**

Employees are required to bring potentially hazardous working conditions to the attention of their immediate supervisors as soon as they become aware of the conditions.

**Section 5**

The City encourages employees and the Union to make recommendations regarding improvements in workplace safety to appropriate City officials.

**Section 6**

As for the life of this Agreement, whenever a new purchase is made on a piece of heavy equipment (backhoe, bulldozer ,etc.) the

City will ensure that they are covered and are equipped with air-conditioning. There shall be no retrofitting on existing heavy equipment.

ARTICLE 24

**PROBATIONARY PERIOD -- NEW EMPLOYEES**

The probationary period for all new employees covered by this Agreement shall be one (1) year. The Department Head, at his/her sole discretion may extend the probationary period for a period not to exceed 60-calendar days, provided prior notice and reasons therefore are provided to the Union. New probationary employees shall have no right to utilize the Grievance/Arbitration procedure contained in this Agreement or any other internal City policy or procedure for any matter concerning discharge, suspension or other discipline.

**PROBATIONARY PERIOD -- PROMOTED EMPLOYEES**

**Section 1**

There shall be a probationary period of Six (6) months for each employee in the Bargaining Unit who is promoted to a job classification that is assigned to a higher pay grade. An employee promoted to a position assigned to a higher pay grade shall be granted a ten (10) percent increase to their base salary or to the minimum salary of the higher pay grade, whichever is greater. This probationary period shall commence from the

employee's initial regular assignment to the higher classification. During the six (6) month probationary period, the City Manager or his/her designee shall have the right to remove the probationary employee from the position to which he/she was promoted with cause—for unsatisfactory job performance or for reasons that are cause for disciplinary action. Any probationary employee so removed shall have no right to appeal said action under the provisions of this Agreement, unless the removal is stated, by the City, to be for disciplinary reasons.

## **Section 2**

A probationary promoted employee who is removed from the position to which he/she was promoted, may return to the position / or like position if available from which he/she was promoted (however, this shall not be construed as a limitation on or a waiver of the City's right to dismiss or discipline such a probationary promoted employee for proper cause). Other probationary promoted employees may also be removed and returned to their former positions or like positions, if available, made necessary because of the return of such a probationary promoted employee to his former position. In this event, none of the employees moved back to their former positions will have a right

to appeal said action under the provisions and restrictions of this Agreement.

Employees who are returned to their former positions or like position may do so with the approval of the Human Resources Director.

### **Section 3**

The six (6) month promotional period may be extended thirty (30) days for documented job performance reasons as prescribed by the employee's job evaluation system.

If an extended absence occurs during the six (6) month probationary period that results in insufficient time for training or compromises a formal evaluation, the probationary period may be extended for a period equal to the extended absence.

The City's right to extend the probationary period shall not create a right of entitlement to the extension of the probationary period.

Extension of the employee's probationary period may only be done with the approval of the Human Resources Director.

ARTICLE 25

**SENIORITY AND LAYOFF**

**Section 1**

The City agrees that City seniority shall consist of continuous accumulation of paid service with the City. It shall be computed from the date of employment with the City. Seniority shall accumulate during all paid leaves of absence and during all unpaid approved leaves of absence of thirty (30) days or less and during approved leaves of absence of less than one (1) year when such leaves are due to job related illness or injury. Classification seniority shall mean the length of time the employee has spent in his/her current classification.

**Section 2 - Layoff**

In the event of layoff for any reason, the employees shall be laid off in the inverse order of City seniority in their classification only. If two employees share the same seniority date, the employees shall be laid off according to his/her most recent employee performance evaluation rating. The employee with the lowest rating will be laid off. Employees who are affected by a layoff shall, with approval of the Department Head and City Manager, have the opportunity to bump within the Department if

same are qualified for the proposed position. Employees shall be recalled from layoff in the inverse order of layoff (last out, first back) if said employees to be recalled are physically qualified to perform the work available at the time of recall. The City further agrees that no new employees in a particular classification will be hired for one (1) year or until all employees in that particular classification on layoff have been given the opportunity to return to work, whichever comes first, in accordance with the provisions of this Article. "Recall" from layoff shall mean notifying a laid off employee to return to work by registered mail (return receipt requested) to the last address listed with the Department as his/her home address or by giving a laid off employee personal notice to return to work. It is incumbent upon the employee to inform the City of his/her current mailing address. If the affected employee has not responded to recall within ten (10) work days of the return receipt date on the recall notice or if the recall notice is returned by the Post Office to the City due to inability to locate the addressee, or the affected employee has not responded to personal notice recall within ten (10) work days, then that employee shall be considered to have refused recall and shall have no further recall rights.

ARTICLE 26

**PROMOTIONAL PROCEDURE**

Whenever a vacancy in the Bargaining Unit is to be filled, job announcements for that vacancy will be advertised internally and, as the City deems appropriate, externally. All job announcements shall be posted on bulletin boards in the City for at least five (5) working days. Applicants from the City desiring to fill such a vacancy shall apply in writing by filling out a City job application. All promotional vacancies shall be filled in accordance with criteria established by the City's Human Resources Department. The city and union both recognize the benefit of promoting qualified current employees into existing vacancies. Applicants from within the City making application that meet all the criteria will be given an interview; those who do not meet all the criteria will be so informed. Subject to the restrictions of Chapter 119, Florida Statutes, interview scores shall be furnished to interviewees upon request. Seniority shall be one of the considerations in offering the position. The employees or the Union may offer suggestions to the City as to changes in the criteria to be used for filling promotional vacancies.



ARTICLE 27

**Open**

ARTICLE 28

**OUTSIDE EMPLOYMENT**

**Section 1**

No member of the Bargaining Unit may hold outside employment unless the employee's written request for approval of such employment is recommended for approval by the Department Head and reviewed by the Chief Purchasing Officer and Human Resources. The granting of such approval is expressly contingent upon the following:

- A. Assurance that the employee's City position is of primary importance;
- B. Consideration of the effect the outside employment may have upon the efficiency of the requesting employee; and
- C. Determination as to the compatibility of the outside employment with City employment.
- D. Completion of the City of Delray Beach's Outside Employment Request form and Conflict of Interest Disclosure and Acknowledgement form.

**Section 2**

The City of Delray Beach's Outside Employment Request form shall be due on the first (1<sup>st</sup>) business day of January each year and shall be provided to employees at least 30 days prior to that date. The approval of such form shall be for a maximum period of twelve (12) months. Outside employment shall be deemed to include ownership or part ownership of a business (but not including ownership of less than a controlling interest of stock of a publicly held corporation), as well as independent contracts by employees to provide labor, services or materials.

### **Section 3**

No member of the Bargaining Unit may work at any previously approved outside employment, nor at any future outside employment, while said member is on injury leave or restricted duty for a workers' compensation injury, unless additional express approval for such outside employment is obtained in writing by the member from the Department Head or designee and the Human Resources Director or designee, who shall take into consideration the recommendation(s) from the employee's physician and/or from the City's physician.

ARTICLE 29

**RESIGNATION**

**Section 1**

Any employee who wishes to resign in good standing shall give the Department Head a written notice of his or her intention at least two (2) weeks prior to the date said resignation is to become effective, or shorter notice, with the approval of the Department Head. Notice of resignation shall be immediately forwarded to Human Resources together with said employee's termination forms.

**Section 2**

If any employee resigns without giving the required notice, this fact shall be entered into the employee's personnel records, and the failure to give such required notice of resignation may be considered sufficient reason for rejection of any future application of said employee to reenter City service. However, a "good standing" notation into the personnel records of an employee may be made if it is determined by the City that there were extenuating circumstances to the employee's failure to give the required two (2) weeks' notice.

ARTICLE 30

**NO STRIKE**

**Section 1**

A "strike" shall be defined as the concerted failure to report for duty, a concerted absence of members of the Bargaining Unit from their positions, a concerted stoppage of work, a concerted submission of resignations, a concerted abstinence in whole or in part by members of the Bargaining Unit from the full and faithful performance of their duties of employment with the City of Delray Beach, or participating in a deliberate or concerted course of conduct which adversely affects the services of the City of Delray Beach, the concerted failure to report for work after the expiration of a collective bargaining agreement, and picketing in furtherance of a work stoppage. The term "strike" shall also mean any overt preparation, including, but not limited to, the establishment of strike funds with regard to the above-listed activities.

**Section 2**

No member of the Bargaining Unit may participate in a strike. Any violation of this provision shall subject the member of the Bargaining Unit or the Union or both to the penalties

under Chapter 447 of the Florida Statutes and Chapter 30 of the City of Delray Beach Code of Ordinances.

**Section 3**

That in the event of a breach of the provisions of this Article, the City of Delray Beach shall be entitled to suspend or terminate the provisions of this contract and recover from the Union and any employee in the Bargaining Unit participating in the strike, jointly and severally, full compensatory damages, punitive damages, costs and attorney's fees incurred in any and all proceedings involving said strike.

**Section 4**

The City of Delray Beach shall have the right to unilaterally terminate the employment of any employee engaging in the strike. The only issue which shall be grievable with reference to the termination is whether or not the employee was in fact engaged in a strike.

**Section 5**

In the event of a strike, the City shall transmit written notification to the chief agent or his designee, of the Union, and the Union shall take direct and immediate action to the

fullest extent of its power and influence to bring about a cessation of such activity. Among other actions the Union will notify the employees of the Bargaining Unit and inform them that a strike is illegal under Florida Law, of the sanctions which may be imposed against the Union and participating employees for a strike, and further instruct striking employees to immediately return to work. The Union agrees that the notification will be in writing and will be made in good faith effort to get the employees to return to work. Conduct by the Union in accord with the provisions of this section shall exonerate it from all penalties, financial or otherwise which may be imposed under this Agreement, but this notwithstanding, the City does not waive any rights it may have to declare this Contract to be null and void upon the occurrence of a strike.

#### **Section 6**

Any action taken by the City under the provisions of this Article must be factually based.

ARTICLE 31

**DISCIPLINE**

**Section 1**

The City Manager may at any time dismiss or otherwise discipline any employee for proper cause which he considers will promote the efficiency of the City's service. Further, the City Manager or his designee, may, at any time, discipline or dismiss any probationary new employee with or without cause.

**Section 2**

The following may be considered grounds for dismissal, or other lesser discipline, including but not limited to demotion, suspension, or reprimand based on the City Manager's determination of the gravity of the offense; however, dismissal or other discipline may be imposed for causes other than those enumerated. An employee may be disciplined or dismissed if he/she:

- A. Has been found guilty in a court of competent jurisdiction of a felony and/or of a misdemeanor involving moral turpitude or which is related to his/her City job function.



- B. Fails to notify his/her department head in writing within two (2) working days of an arrest for a felony, misdemeanor or a DUI while in on-duty or off-duty status.
- C. Fails to notify his/her department head of the revocation or suspension of a driver's license when employment involves driving. Notification must be before the beginning of the next shift or assignment. The City agrees to keep the matters covered in Sections B and C confidential.
- D. Has violated any of the provisions of the City ordinances related to personnel matters, or policies, or this Agreement, or has attempted to, or does commit an act or acts intended to nullify any of the provisions thereof.
- E. Has violated any lawful or reasonable order, or failed to obey any reasonable or lawful direction by a superior.
- F. Has reported for duty, or is actually on duty, while under the influence of intoxicating beverages or drugs.

- G. Has been guilty of acts which amount to insubordination; or has been guilty of disgraceful conduct while on duty, or disgraceful conduct while off duty when it reflects unfavorably on the City or interferes with the operations of the City.
- H. Has been wantonly offensive in his conduct or language toward the public or any other City employee or official.
- I. Has been incompetent, negligent or inefficient to such an extent that his performance falls below the minimum prescribed standard.
- J. Is careless or negligent of the property of the City of Delray Beach, or steals, or loses because of negligence, or misuses any equipment, materials, property or other things of value belonging to the City.
- K. Has used, or threatened to use, his position for personal gain or advantage, or attempted to use political influence in securing promotion, leave of absence, transfer, classification change, pay increase or change in character of work.

- L. Has taken any fee, gift or other valuable thing in the course of his work or in connection therewith for his personal use from any firm, corporation or individual when such fee, gift or other valuable consideration is accepted with the understanding that the donor shall receive favors and service therefore not customarily accorded the general public.
- M. Has falsified time records, other official City records or failed to report absences from duty to his superiors in accordance with prescribed procedure.
- N. Has been absent from duty without proper leave of absence, or otherwise contrary to prescribed procedures; or has failed to report for duty after a leave of absence has expired.
- O. Has been excessively absent from work; has been repeatedly absent from work without notifying his immediate supervisor or has repeatedly reported late for work.
- P. Has abused sick leave or other authorized leave of absence by claiming false reasons for such leave.
- Q. Is antagonistic in his attitude toward his superiors or fellow employees; continually criticizes orders or

rules issued or adopted by his superiors; or conducts himself in such a way that it interferes with the proper coordination of the work effort in his department.

- R. Who, upon the expiration of earned sick leave, fails to report to work or report his/her inability to work if such is the case.
- S. Has been convicted of the unlawful possession, use, dispensing or sale of any narcotic, barbiturate, mood ameliorating, tranquilizing or hallucinogenic drug, or conspiracy to do same, while either on or off duty.
- T. Has made a significant omission on his application for employment or has falsified it in any way.
- U. Has been found guilty by courts of competent jurisdiction of a felony criminal offense or has been repeatedly found guilty of misdemeanor criminal offenses.
- V. Has been found to have utilized anabolic steroids, with or without prescription, solely for the purposes of enhanced muscle training or body building

functions. Disciplinary action shall be taken only as provided pursuant to Article 32.

The City Manager shall furnish the non-probationary employee and the promoted probationary employee whom he dismisses from the City service, with a written statement outlining in detail reasons for the removal and the date and time such removal becomes effective.

### **Section 3**

If criminal charges have been formally instituted against an employee, the City Manager may place said employee on leave of absence with or without pay.

During such leave of absence, the City may investigate and take appropriate disciplinary action against the employee. However, if the employee is subsequently found not guilty by a trial court of all the criminal charges which had been instituted against the employee, and if no notice of potential disciplinary action has been given, the employee shall be reinstated and awarded back pay for the period of said leave of absence.

### **Section 4**

Disciplinary documents that are placed in the employee's Human Resources' file shall be presented to the employee.

Employees shall have the right to review their personnel file during work hours with division head's approval.

**Section 5**

Any other provisions of this Agreement to the contrary notwithstanding, oral or written reprimands may not be grieved beyond Step 4 of Section 2 of Article 32 of this Agreement.

The employer shall not assign an employee duties outside of his/her current classification solely for the purpose of discipline.

ARTICLE 32

**GRIEVANCE PROCEDURES**

**Section 1**

- A. The grievance procedures as described in Sections 2, 3 and 4, below, shall be used for the settlement of disputes between the City and an aggrieved employee or group of employees involving the interpretation or application of this Collective Bargaining Agreement, as well as for the appeal of recommendations of disciplinary matters. In the case of such recommended discipline, the appeal process and the grievance process shall be simultaneously processed. Only non-probationary full-time and regular part-time employees in the Bargaining Unit are entitled to utilize the procedures of this Article.
- B. Performance evaluations may be grieved if the overall rating is "marginal" or "unsatisfactory" and the employee alleges that the overall rating is arbitrary or capricious. Any such grievance may be taken to Step 4 of this procedure, but not beyond. Other performance evaluations may not be grieved.

## **Section 2**

Grievances shall be processed in accordance with the following procedures:

### **Step 1**

The aggrieved employee, or a Union representative on his or her behalf, shall submit a grievance in writing and it shall be discussed with the aggrieved employee's immediate supervisor<sup>1/</sup> within ten (10) working days of the occurrence (or discovery thereof) which gave rise to the grievance. For the purpose of this Article, working days shall mean Monday through Friday, excluding City Holidays and weekends. A Union grievance representative may be present to represent the employee, if the employee desires him or her present. The supervisor shall attempt to adjust the matter and/or respond to the employee within five (5) working days.

### **Step 1A**

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<sup>1/</sup> Provided, however, that if the immediate supervisor is a bargaining unit employee, the grievance shall be submitted and discussed with the next level supervisor who is not a member of the bargaining unit.



For Public Works / Utilities Department employees only:  
If the grievance has not been satisfactorily resolved in Step 1, the aggrieved employee shall present the written grievance to the employee's Division Manager/Superintendent or designee within five (5) working days from the time the immediate supervisor's response was due in Step 1. The Division Manager/Superintendent shall meet with the employee and the Union representative, if the employee wishes him or her present, within three (3) working days. The Division Manager/Superintendent shall respond in writing within five (5) working days from the day of the meeting.

## **Step 2**

If the grievance has not been satisfactorily resolved in Step 1 or Step 1A, the aggrieved employee and the Union representative, if the employee wishes his or her assistance, shall present the written grievance to the employee's Division Head or such other supervisory level employee as shall be designated in advance by the Department Head within five (5) working days from the

time the supervisor's response was due in Step 1 or Step 1A. The Division Head or such other supervisory level employee as shall be designated in advance by the Department Head shall meet with the employee and the Union representative, if the employee wishes him or her present, within three (3) working days. The Division Head or such other supervisory level employee as shall be designated in advance by the Department Head shall respond in writing within five (5) working days from the day of the meeting.

**Step 3**

If the grievance has not been satisfactorily resolved in Step 2, the aggrieved employee and the Union representative, if the employee wishes his or her assistance, shall present the written grievance to the employee's Department Head within five (5) working days from the time the supervisor's response was due in Step 2. The Department Head, or his or her designee shall meet with the employee and the Union representative, if the employee wishes him or her present, within three (3) working days. The Department Head, or his or her

designee, shall respond in writing within five (5) working days from the day of the meeting.

Where a grievance is general in nature, in that it applies to a number of employees having the same issue to be decided, it shall be presented directly at Step 3 of this grievance procedure, within the time limits for the submission of a grievance in Step 2, and shall be signed by the aggrieved employees, and/or a Union representative on the employees' behalf. Grievances of a general nature shall be processed within the time limits hereinabove provided unless extended by mutual agreement in writing.

#### **Step 4**

If the grievance has not been satisfactorily resolved in Step 3, the employee, or the Union if the employee elects Union assistance, may present a written appeal to the City Manager within seven (7) working days from the time the response was due from the Department Head in Step 3. The City Manager, or his or her designee, shall meet with the employee (and the Union representative, if the employee wishes him present), within five (5) working days. The City Manager or his designee shall respond in writing within

seven (7) working days from the date of the meeting. Any grievance not processed in accordance with the time limits provided above shall be considered conclusively abandoned. Any grievance not answered by management in the time limits provided above shall be determined to be denied and may be advanced to the next higher step of the grievance procedure, subject to any restrictions set forth in this Agreement.

**Step 5**

If a grievance, excluding any grievance involving a written or oral reprimand or an employee evaluation, has not been satisfactorily resolved within the grievance procedure, the Union may request arbitration in writing to the office of the City Manager no later than fifteen (15) working days after the City Manager's response is due in Step 4 of the grievance procedure. The parties to this Agreement then will mutually agree, or attempt to, on an independent arbitrator within fifteen (15) working days. The parties may also, by mutual agreement, select a panel of arbitrators to be used during the term of this Agreement. If this cannot be done, an arbitrator will be selected in accordance

with the assistance selection procedures of and using the lists of five (5) supplied by the Federal Mediation and Conciliation Service in effect at the time of the signing of this Agreement; the sole function of that body being to assist in the selection of the arbitrator.

### **Section 3**

A. The arbitration shall be conducted under the procedural rules of the Federal Mediation and Conciliation Service unless in conflict with any provisions set forth in this Agreement or unless otherwise agreed to or provided for by the parties in writing. Subject to the following, the arbitrator shall have the jurisdiction and authority to decide a grievance as defined in this Article and to enforce compliance with the term and conditions of the Agreement. The arbitrator shall not substitute his/her judgment as to the wisdom or the degree of severity of any disciplinary action imposed on any employee by the City. The arbitration inquiry shall be limited to whether the City possessed evidence of

misconduct before imposing discipline ultimately imposed.

- B. However, 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 any amendment thereto.
- C. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to the arbitration, which is not specifically covered by this Agreement.
- D. The arbitrator may not issue declaratory or advisory opinions and the arbitrator shall be confined exclusively to the question which is present, which question must be actual and existing.
- E. Copies of the award of the arbitrator, made in accordance with the jurisdictional authority under this Agreement, shall be furnished to both parties in writing within thirty (30) days of the hearing and shall be final and binding upon both parties.
- F. It is contemplated that the City and the employee shall mutually agree in writing as to the statement of the matter to be arbitrated prior to a hearing,

and if this is done, the arbitrator shall confine his decision to the particular matter thus specified. In the event of the failure of the parties to so agree on a statement of issue to be submitted, both the Union and the City shall submit a written statement of the grievance and the arbitrator shall confine his consideration to the written statement or statements submitted. This clause, however, shall not be construed to permit either party to present issues through their written statements that would not otherwise be subject to the grievance and arbitration provisions of this Agreement.

- G. Each party to arbitration shall bear the expense of its own witnesses and its own representatives. The arbitrator's fees and expenses shall be borne equally by the parties.

ARTICLE 33

**COMPREHENSIVE DRUG AND ALCOHOL POLICY AND PROCEDURE**

The City recognizes that City Employees are not immune from the problems which face society in general. The problem of drug and alcohol abuse have become widespread throughout our community and nation. As part of our commitment to safeguard the health of our employees, to provide a safe environment for our employees to work and to promote a drug free community, we have established this policy dealing with the problem of drug and alcohol abuse. This policy is intended to be corrective, rather than punitive, in application.

**I. Definitions**

For purposes of this policy, the following definitions apply:

- A. "Alcohol" means ethyl alcohol (ethanol.) References to use of alcohol include use of a beverage, mixture or preparation containing ethyl alcohol.
- B. "Alcohol Abuse" means the use or being under the influence of alcohol or alcoholic beverages on the job by City Employees is strictly prohibited.



- C. "Drugs" are any controlled substance as defined in Section 893.03, Florida Statutes any prescription medication/drug, and over the counter medications/drugs.
  
- D. "Drug abuse" is the use of any controlled substance which includes the commission of any act prohibited by Chapter 893, Florida Statutes, when not possessed or taken in accordance with a lawful prescription, provided, however, drug abuse shall also include the misuse of prescription and over the counter medication/drugs which have an adverse affect on employee performance.
  
- E. "Initial Drug Test" means a sensitive, rapid and reliable procedure to identify negative and presumptive positive specimen, usually during a chemical procedure or a more accurate scientifically accepted method approved by The United States Food and Drug Administration or The Agency for Health Care Administration.
  
- F. "Collection Site" means a place where employees present themselves for the purpose of providing a specimen to be analyzed for the presence of drugs. The collection site will be a separate and independent entity from the laboratory and/or the medical review offices.

G. "Confirmation Drug Test" means a second analytical procedure run on a sample that was positive on the initial screening test. The second analytical procedure must be used to identify the presence of a specific drug or metabolite in a specimen. The confirmation method must be capable of providing requisite specificity and

quantitative accuracy. The confirmation test for alcohol will be gas chromatography and the confirmation test for all the drugs will be gas chromatography/mass spectrometry.

H. "Medical Review Officer" or MRO means a licensed physician, contracted by the City, who is responsible for receiving and reviewing all confirmation results from a laboratory. The MRO is responsible for contacting all positively tested employees to inquire about possible causes for a positive test result. The MRO must have knowledge of substance abuse disorders, and have the appropriate medical training to interpret and evaluate a positive test result with prescriptive or other relevant medical information. The choice of a qualified MRO shall be determined by the City, providing that no conflict of

interest exists with current medical/physical practices. The MRO selected by the City shall be a separate and independent entity from the authorized collection site and/or the laboratory. The City shall give thirty days notice for change of MRO selection except in cases of emergency as determined by the City Manager. The MRO shall maintain the qualifications as established in Chapter 59A-24.008 (I)

(a) - (e), Florida Administrative Code and insure testing and analysis compliance in accordance with Chapter 59A-24.006, Florida Administrative Code (R.1996.)

- I. "Laboratory" means a facility licensed by the Agency for Health Care Administration in accordance with Chapter 59A-24, Florida Administrative Code (R. 1996) and shall be selected by the City. The laboratory will be a separate and independent entity from the authorized collection site and/or the MRO. The City shall give thirty days notice of a change of laboratory selection except in cases of emergency as determined by the City Manager.

- J. "Prescription Medication" means a drug or medication obtained pursuant to a prescription as defined by Section 893.02 (19).
- K. "MRO Contact" The City's Human Resources Director shall be designated as the contact person for receiving communication from the MRO reporting positive and/or negative test results. The Human Resources Director shall comply with employee protection and confidentiality provisions as established in this article, and to the extent provided by law.
- L. "Reasonable Suspicion Drug Testing" means drug testing based on a belief that an employee is using drugs or alcohol in violation of the City policy determined from specific and articulable facts and reasonable inferences drawn from those facts. It is an opinion which a reasonable person would form based upon observation and/or testimony from credible sources. Observation includes but is not limited to, sensory facts (what a person saw, heard, smelled, tested or touched). Reasonable suspicion must be based upon the observation of two corroborating witnesses whenever reasonably possible and reported in writing to the Department Head

or his/her designee. A copy of this documentation shall be given to the employee prior to testing. The written document shall include the circumstances which formed the basis of the determination that reasonable suspicion existed to warrant testing.

- M. "Prohibited Actions" - The following actions are prohibited and will subject an employee to disciplinary action up to and including termination. The use or being under the influence of, or possession of alcohol, on the job by City Employees is strictly prohibited. Drug abuse on the job by City Employees is strictly prohibited. The use of illegal drugs on or off duty by employees of the City is strictly prohibited. Employees are also subject to discipline or discharge when they engage in alcohol or drug abuse and the abuse occurs off duty and the City Manager or designee determines that the abuse may adversely affect his/her job performance or represents a threat to the safety of the employer, his/her coworkers, or the public, or the off duty conduct is unbecoming to public employment.

## **II. Testing**

1. Authority to test - The City has the authority to require employees to submit to testing for purpose of implementing this policy against alcohol and drug abuse.
2. Types of Tests - The City may conduct the following types of tests to maintain a drug free workplace program.
  - (a) Annual Physical - Alcohol and drug testing are components of the annual scheduled medical physical.
  - (b) Reasonable Suspicion - The City may require an employee to submit to reasonable suspicion drug testing. The definition of "Reasonable Suspicion Drug Testing" as established in this Article will be the basis for determining whether reasonable suspicion exists to test an employee.
  - (c) Post Accident Testing - If an employee is involved in an accident in which the employee was driving, and anyone of the following occurs:  
  
An individual dies, and individual suffers a bodily injury and immediately receives medical treatment away from the accident scene, one or more vehicles incurs disabling damage as a result of the occurrence and is transported away from the scene by

tow truck or other vehicle. Disabling damage does not include damages that could be remedied temporarily at the scene of occurrence without special tools or parts; tire disablement without further damage if no spare tire is available; or damage to headlights, taillights, turn signals, horns, or windshield wipers.

- (d) Follow Up Testing - An employee who is returned to work upon successful completion of a rehabilitation program shall be placed on evaluation status for one (1) year following his/her return to City employment. During the one year evaluation period, the City may require the employee to take up to a maximum of four unannounced blood or urine tests for the presence of drugs or alcohol. If at any time during the evaluation period the employees blood or urine is found to contain the presence of alcohol or drugs, the employee shall be subject to disciplinary action, up to and including dismissal.

3. Refusal to Test - An employee that refuses to submit to alcohol and drug testing as established in this Article

may be subject to disciplinary action up to and including termination.

**III. COLLECTION SITE, COLLECTION PROCEDURES AND LABORATORIES PROCEDURES**

1. Collection Site and Specimen Collection Procedures including the Designation of Collection Sites, Chain of Custody Form and Procedures, Security Procedures and Specimen Collection (access to authorized personnel only, privacy, and integrity and identity of specimen) shall be in accordance with Chapter 59A-24.005, Florida Administrative Code (R.1996). The attached Chain of Custody Form will be used for each employee tested. **(A CHAIN OF CUSTODY FORM NEEDS TO BE PROVIDED.)**
2. Collection Site Personnel - a specimen for drug test may be taken or collected pursuant to Section 59.A-24.006, Florida Administrative Code.
3. Prior to any collection of specimen, the Employer shall provide a form for the employee to provide any information he or she considers relevant to the drug test, including identification of currently or recently used prescription or non-prescription medication or other



relevant medical information. Such form shall provide notice of the most common medication by brand name or common name as applicable, as well as chemical name, which may alter or affect a drug test. The information provided shall be reviewed by the medical review office (MRO) in interpreting any positive confirmed results. The attached Medical Information Form will be used for each employee tested. **(THE MEDICAL INFORMATION FORM NEEDS TO BE PROVIDED.)**

4. Drug Testing Laboratories shall be licensed by the Agency for Health Care Administration in accordance with Chapter 59A-24.006, Florida Administrative Code (R.1996) in order to collect or analyze specimens for the City's drug testing policy and shall comply with the provisions of Chapter 483, Part I, Florida Statutes. The City shall provide employees with the name, address and telephone number of the laboratory contracted by the City to perform drug testing. Drug Testing Laboratories policy and procedure including laboratory personnel, training of laboratory personnel, laboratory personnel files, and specimen security and analysis procedures shall be in

accordance with Chapter 59A-24.006, Florida Administrative Code (R.1996).

5. Laboratory Assistance - The approved laboratory shall provide technical assistance to the MRO and the employee for the purpose of interpreting any positive confirmed test results.
6. Initial Test - The initial screen for all drugs shall be in immunoassay except that the initial test for alcohol shall be an enzyme oxidation methodology.
7. Confirmation Test - All specimens identified as presumptively positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS0), except alcohol will be confirmed using gas chromatography. The City shall comply with confirmation drug testing parameters as established in chapter 59A-24.006(4)(f); Florida Administrative Code (R.1996) as may be amended from time to time for the controlled substances listed therein. The City shall comply with initial drug testing parameters as in Chapter 59A-24.006 (4) (e) i, Florida Administrative Code (R 1966), as may be amended from time to time for the controlled substances listed therein.

**IV. RELEASE OF RESULTS**

1. The laboratory shall report test results to the MRO within reasonable time after receipt of the specimen by the laboratory.
2. The laboratory shall report as negative to the MRO all specimens, which are negative for controlled substances on the initial test or are negative for controlled substances on the confirmation test. The laboratory will not administer a confirmation test if the initial test is negative for controlled substances. Only specimens, which are confirmed as positive for controlled substances on the confirmation test, shall be reported to an MRO only for the specific drug involved. Provided however, in the case of reasonable suspicion testing, regardless of whether the initial or confirmation test reflects the presence of controlled substances in excess of the thresholds established in Chapter 59A-24.006, Florida Administrative Code, the laboratory shall report to the MRO the presence of any prescription medication/drug or the presence of over the counter medications/drugs in the initial or confirmation test.

3. The MRO, the City's MRO contact, an/or the tested employee may request from the laboratory, and the laboratory shall provide, a detailed quantification of the initial and confirmation test results. The records are, to the extent permitted by law, to be considered medical records subject to Federal Law and the laws of the State of Florida.
4. The laboratory shall transmit results to the MRO in a manner designed to insure confidentiality of the information. The laboratory and MRO must insure the security of the data transmission, storage, and retrieval system to only those authorized under Chapter 59A-24, Florida Administrative Code, to obtain such information.
5. The MRO will also verify that positive and negative test results were properly analyzed and handled. The MRO will have knowledge of substance abuse disorders and shall also be knowledgeable in the medical use of prescription drugs and in the pharmacology and toxicology of illicit drugs. The MRO shall evaluate the drug test results by checking the chain of custody form that the specimen was

collected, transported and analyzed under proper procedures as set forth in this policy.

6. The MRO will initially notify the employee of a confirmed positive test result within a reasonable period of time of the test result from the laboratory and determine if any alternate medical explanations caused a positive test result.
7. If the alternate medical explanation for a positive test result is accepted by the MRO, the test result will be reported to the designated representative as negative.
8. The MRO will communicate and provide a copy of the test results of an employee to the City's MRO contact, Human Resources and to the employee. The test results shall be communicated only after the MRO has verified that the positive and/or negative test results were properly handled and analyzed. In the case of a positive test result, the MRO shall provide opportunity for the employee to discuss the positive test results and to submit documentation of any information relevant to the positive test results. In the case of reasonable suspicion testing, the MRO shall report to the City's MRO contact as a positive test result not only the presence

of scheduled controlled substances in excess of the established thresholds, but the presence of prescription medication/drugs or over the counter medication/drugs when, in the judgment of the MRO, the quantity of such substances present would likely result in the behavior forming the basis for ordering the reasonable suspicion test.

**V. CHALLENGES TO TEST RESULTS**

1. After receipt by the City of a positive confirmed test result from the MRO, the City must notify the employee in writing of its final decision, which is subject to Article 32, Grievance Procedure of the agreement.
2. An employee/Union may challenge violations of the Drug Testing Policy through the grievance procedures contained within this agreement and the grievance process shall begin as soon as the City notifies the employee in writing of the City's final decision regarding the tested employee.
3. When an employee challenges the results of testing, it shall be the employee's responsibility to notify the laboratory in writing of such challenge. Upon such notification the laboratory shall be required to retain

the sample indefinitely until the challenge is settled. Further, the laboratory shall retain all positive confirmed specimens for at least one (1) year from the date of initial testing.

4. Nothing in this drug testing policy shall be construed to eliminate or diminish any right provided to the employee, the Union and/or the City by the collective bargaining process and the resulting collective bargaining agreement thereof.

#### **VI. EMPLOYEE PROTECTION AND REHABILITATION**

1. All employees may, upon request, have a Union representative present during the testing procedure, provided the test will not be delayed more than thirty minutes while waiting for such representation.
2. The City may place employees who are tested for fitness for duty, reasonable suspicion, post accident drug testing, or whose drug test results are confirmed positive as part of their annual physical examination in a non-safety sensitive position, or on administrative leave with pay until a final decision is made on the tested employee by the City.

3. If the employee fails to enter or complete a rehabilitation program, the employee may be subject to discipline up to and including termination.
4. Probationary employees whose blood or urine is found to contain the presence of illegal drugs, or who have been found to have used or been under the influence of drugs or alcohol while on duty, shall be dismissed.
5. Any non-probationary employee who has tested positive through the confirmation testing process may be placed on a leave of absence without pay for a period of up to sixty (60) days. The employee may use accumulated leave during the leave of absence. The leave of absence is to give the employee an opportunity to rehabilitate him or herself from abusing alcohol and/or drug abuse. The City may assist the employee in locating an appropriate program of rehabilitation. Upon the successful completion of the rehabilitation program as certified by the program administrator designated by the City, the employee shall be subject to the requirements below. The employee shall be returned to City employment in the same or similar position (same schedule as to shift or non-shift) to the one which the employee occupied before his



or her leave of absence at the same rate of pay as if the employee did not take such leave of absence. Prior to resuming employment with the City, the employee shall be subject to a blood or urine test for the presence of alcohol and/or drugs.

6. After receipt by the City of a positive confirmed test result from the MRO, the employee may request a retest of the original specimen at another laboratory mutually selected by the City and the employee. Provided however, an employee's request for a retest shall be processed only if the request is in writing and is received by the City no later than ten (10) days after the employee's receipt of the City's final decision. The requesting employee shall be required to pay for the costs of the retest, including handling and shipping expenses. Upon notice from the City that the employee has timely requested a retest, the MRO shall contact the original testing laboratory to initiate the retest. The laboratory performing the retest shall comply with the drug testing parameters set forth in Section III above, and shall report the test results to the MRO within a reasonable time after receipt of the specimen from the

original laboratory. If the retest results are negative, the City will accept the results and will reimburse the employee for the costs of the retest, including handling and shipping expense.

7. All documents and records with regard to the drug testing of an employee will be expunged from an employee's file if the employee is cleared through an administrative or legal challenge, and/or reasonable suspicion drug testing or split sample testing, if the employee's test results are negative.
8. The City will not discharge, discipline, or discriminate against an employee upon the employee voluntarily seeking treatments which under the employment of the City, for an alcohol/drug related problem.

#### **VII. EDUCATION**

1. The City must inform employees about any employee assistance programs that the City may have available. The City shall have a contact person who will be responsible for providing the names, addresses and telephone number of an employee assistance program available to employees.
2. The City must provide information for its employees to assist them in identifying personal and emotional

problems which may result in the misuse of alcohol or drugs.

3. The City must provide training to all supervisors, which will enhance their knowledge and skills in interpreting and administering the provisions of this Article.

**VIII. CONFLICT WITH OTHER LAWS AND/OR COLLECTIVE BARGAINING AGREEMENT**

The parties agree that all specific references in this policy to Chapter 59A-24, Florida Administrative Code (R.1996), as may be amended from time to time, have been collectively bargained and

contractually agreed to by both parties to the extent that the above Administrative Code is applicable and not in conflict with other provisions of this policy or Federal or State Law.

ARTICLE 34

**DAMAGE TO CITY PROPERTY**

A. Each employee shall exercise due caution in the care and handling of all tools and equipment which may come into his custody, or over which he may have a degree of control. Any employee who loses, misuses, or damages through his carelessness, negligence and/or intentional misconduct such tools or equipment provided by the City shall be subject to discipline. When in the judgment of the City a tool or piece of equipment is no longer safe or effective, due to normal wear and tear, the defective item shall be turned in to the City for replacement. No defective tool or piece of equipment shall be replaced by the City until the defective item is presented by the employee. All tools and equipment issued to an employee by the City shall be returned to the City prior to the employee leaving City employment in the same condition as same was issued (normal wear and tear excepted).

ARTICLE 35

**ABSENCE WITHOUT LEAVE**

**Section 1**

An absence of an employee from duty, including any absence for a single day and failure of an employee to report at the expiration of a leave of absence (including a leave of absence due to a work-related injury) or vacation, that is not authorized by a specific grant of leave of absence under the provisions of this Agreement, shall be deemed to be an absence without leave. Any such absence shall be without pay and the employee may be subject to disciplinary action, including suspension, demotion or dismissal.

**Section 2**

Any employee who is absent from duty for three (3) consecutive days without notifying the immediate supervisor of the reasons for such absence and the time he/she expects to return, and without securing leave, may be considered to have resigned without notice. For purposes of this Article, three (3) consecutive days shall mean three (3) work days of the employee.

ARTICLE 36

**AMENDMENTS**

This Agreement may be amended at any time on mutual consent of both parties, but no such attempted amendment shall be of any force or effect until placed in writing and executed by both parties hereto.

ARTICLE 37

**SEVERABILITY AND WAIVER**

**Section 1**

Should any section or provision of this Agreement or any portion thereof, any paragraph, sentence, or word be declared by a Court of competent jurisdiction to be unlawful and unenforceable, such decision of the Court shall apply only to the specific section or provision or portion thereof, directly specified in the decision and shall not affect the validity of the remainder hereof as a whole or part thereof, other than the part declared to be unlawful and unenforceable. Upon the issuance of a final decision, the parties agree to immediately negotiate a substitute, if possible, for the invalidated section or portion thereof.

**Section 2**

The exercise or non-exercise of the rights covered by this Agreement by the City or the Union except as to the notice provisions of Article 39, concerning duration, modification, and termination, shall not be deemed to waive any such right or the right to exercise them in the future.

ARTICLE 38

**EMERGENCY PAY POLICY**

**Section 1**

Whenever the City Manager declares that an emergency condition exists, and the City Manager calls for preparedness actions to take place either before, during or after the emergency, the City Manager may suspend the provisions of this Agreement as long as the provisions regarding pay and benefits shall remain in effect.

**Section 2**

The parties agree that all hours actually worked by bargaining unit employees shall be recorded as regular hours and shall be paid to the employee at the employees' appropriate rate of pay as provided herein.

Employees who are offered the option of not reporting to work shall be allowed to use vacation time to remain in pay status. Employees who are deemed to be non-essential and are not offered the option of reporting to work shall be allowed to use vacation time to remain in pay status. If the employee has no accrued vacation, the City shall grant vacation leave in advance to be repaid to the City once the vacation time is accrued.



Employees who are on approved vacation leave, leave with pay or sick leave during the emergency shall receive vacation, regular or sick leave pay as previously approved.

Shift personnel who are scheduled off during the emergency shall receive no pay unless they are called in to work. In this event, they shall receive their appropriate rate of pay for all hours worked during the emergency.

Shift personnel who are scheduled on during the emergency shall receive their appropriate rate of pay for all hours worked during the emergency.

Premium pay shall be paid at time and one-half when appropriate.

ARTICLE 39

**SICK AND VACATION PAY-OUT ACCRUALS**

The City shall make changes to the sick and vacation pay accruals policy by providing the following two (2) options:

- A. Provide a lump sum pay-out as currently exists.
- B. Enable employees who properly notify the City with the intent to retire, at least three years prior to Retirement date, the ability to have above noted accruals paid in payments of not more than one-third per year of amount available at date of designation of retirement.

ARTICLE 40

**CONTRACT CONSTITUTES ENTIRE AGREEMENT OF THE PARTIES**

The parties acknowledge and agree 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 included by law within the area of collective bargaining and that all the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right to require further collective bargaining with respect to any subject matter referred to or matter covered in this Agreement or considered by the parties during collective bargaining negotiations resulting in this Agreement, subject to impact bargaining, if any be lawfully required.

This Agreement contains the entire contract, understanding, undertaking, and agreement of collective bargaining for and during its term.

ARTICLE 41

**ON-CALL/STANDBY COMPENSATION**

**Section 1.**

Each Department will determine the number of employees necessary to respond to operational emergencies no later than January 15<sup>th</sup> of each calendar year. Employees may volunteer to be placed on standby status for call-back for emergency service. If an insufficient number of employees volunteer, qualified employees will be assigned by the Department head to attain the predetermined number.

Employees will bid upon On-Call / Standby assignments according to their seniority (date of hire with the City) no later than the 3<sup>rd</sup> week of January each year of this agreement. The employee will be responsible for the On-Call / Standby selection that they have made for the year unless a shift swap is approved. On-Call / Standby shift swaps are to be requested at least seven (7) days before the shift date. Approval/ Disapproval by the requesting employee's supervisor shall be provided to the employee within three (3) days of the request.

**Section 2.**

Any employee called back to work after having been relieved and having left the assigned workstation or called in before his

regularly scheduled work time, shall be paid the actual time worked at time and one-half or a minimum of three (3) hours pay at straight time when such callback is between the hours of 8:00 a.m. and 12:00 a.m. (midnight) whichever is greater. When such callback is between the hours of 12:01 A.M. and 7:59 A.M. the employee shall be paid the actual time worked at time and one-half or a minimum of four (4) hours pay at straight time, whichever is greater.

There shall be only one call out premium per twenty four (24) hours.

**Section 3.**

Employees assigned a radio or cell phone or other communication device, must make contact with their designated contact person by phone within fifteen (15) minutes of being paged and if assigned a cell phone within fifteen (15) minutes from being contacted. Following phone contact, the employee will be required to respond in person to the Department or actual site of the problem within thirty (30) minutes from said phone contact. Employees who reside more than thirty (30) minutes from the Department/job site will not be eligible for on-call status unless the Department Head authorizes a longer response time. Subsequent contact must be maintained at reasonable time intervals, dependent

upon the nature of the problem and Department policy. Employees who are on call and respond to emergencies that necessitate further assistance are required to contact the supervisor or next level in the chain of command in order to obtain approval for further assistance.

**Section 4.**

While on standby, the employee must maintain him/herself fit for duty in accordance with the provisions of Article 31 of the Labor Agreement. Employees placed on stand-by status, at his/her discretion, shall be assigned a take-home vehicle in compliance with the department's rotation list appropriate for the completion of the task required of the employee should he/she be called back to work. All take home vehicles shall be equipped with Automatic Vehicle Locators (AVL) capable of tracking a vehicle's location and the time of day. For employees who utilize take home vehicles, the AVL will substitute for the City time clock for those employees responding to after-hours emergency situations. Any employee on standby status will not be required to punch in or punch out on the normal City time clock. Instead standby employees will travel directly to the work site, from their home, when responding to an after-hours emergency call. Employee will travel directly home, from the work site, when the work, per Supervisor's directions, is

completed. For payroll purposes, the starting time of the standby employee who utilizes the take home vehicle will be the time that the AVL vehicle leaves the employee's home and ending when the AVL vehicle returns to employee's home. Those employees who choose not to utilize take home vehicles will be paid from the time they accept the phone call from the city calling them out until the time they complete their assigned tasks and arrive home.

**Section 5.**

If the employee on standby fails to return the radio communication or cell phone within fifteen (15) minutes when called or fails to contact his/her designated contact person within fifteen (15) minutes of being contacted, he/she will not receive standby pay for that day. Employees that repeatedly fail to respond or answer the radio or cell phone, will be subject to discipline; however, an employee shall not be subject to discipline when such failure to respond or answer is reasonably caused by work conditions.

**Section 6.**

The cell phone or radio will be rotated in accordance with Department policy and procedure. It is the responsibility of the employee, who volunteers for or is assigned to standby status, to find an appropriate replacement if he/she is not able to complete

the standby status requirements. However, if an employee on standby is unable to respond due to an emergency situation, the employee shall notify his/her supervisor and/or the contact person so that the City can contact and assign another employee to provide the necessary standby response.

**Section 7.**

The employee shall be deemed to be on standby status during the period of time that employee is designated to respond to call back for emergency service during off-duty hours, as scheduled by the Department Head or his/her designee. Separate and apart from normal wages and/or salary, the employee who is on standby status shall receive additional compensation per day the employee is on standby status, at a rate of twenty-five dollars (\$25.00) per weekday and thirty dollars (\$30.00) per weekend day or holiday. Additionally, the employee who is on standby status shall receive compensation as provided in Section 2 above.



Article 42

**INSOURCING**

The City and the Union shall create a committee, comprised of three (3) representatives from the City to be chosen by the City Manager and three (3) representatives from the Union to review alternatives presented by the Union to the outsourcing of contracts or work that could otherwise be performed by Union members. The committee shall meet at such other times that the City and the Union may mutually agree. The purpose of the committee shall be to review any such proposal made by the Union to determine whether it is a competitive alternative to outsourcing and to make non-binding recommendations to the City Manager regarding any such proposal.

ARTICLE 43

**DURATION, MODIFICATION, AND TERMINATION**

Except as otherwise provided in this Agreement, this Agreement shall be effective from October 1, 2021, and continue through September 30, 2024.

If the parties have not executed a written agreement by the expiration date hereof, i.e., September 30, 2024, then the terms and conditions of this Contract shall nonetheless continue in effect, except as modified herein.

Negotiations for a successor agreement shall commence not later than May 1, 2024. Without a successor agreement in place, (after the expiration of this agreement and before the effective date of a successor agreement) wages shall be frozen effective October 1, 2024—until such time as an agreement has been reached.

ARTICLE 44

**EXECUTION OF AGREEMENT**

In executing this Agreement, the President of the Service Employees International Union, Florida Public Services Union, CTW, CLC, represents that he/she has made the Bargaining Unit Employees aware of their responsibilities individually and collectively under this Agreement at a regularly scheduled meeting of the Organization and that by an affirmative vote of a majority of the membership present and voting, the individuals executing this Agreement have been authorized by the membership to take such action.

Dated this 16<sup>th</sup> day of November, 2021.

ATTEST: CITY OF DELRAY BEACH, FLORIDA



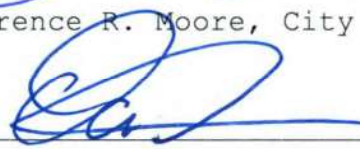
Katerri Johnson, City Clerk



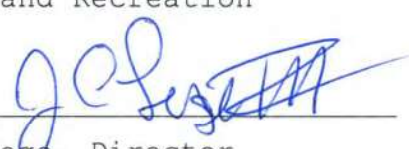
Terrence R. Moore, City Manager



Sam Metcalf, Director,  
Parks and Recreation

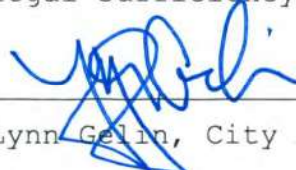


Duane D'Andrea, Director,  
Human Resources



John Lege, Director  
Finance


Approved as to form and  
legal sufficiency:

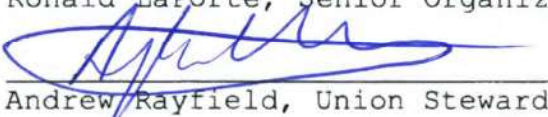


Lynn Gelin, City Attorney

Dated this 2 day of November, 2021.

ATTEST: Service Employees International Union, Florida Public  
Services Union

  
\_\_\_\_\_  
Ronald LaPorte, Senior Organizer

  
\_\_\_\_\_  
Andrew Rayfield, Union Steward

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

  
\_\_\_\_\_  
Lukeel Jackson, Union Steward

  
\_\_\_\_\_

Terrence R. Moore, ICHA-CH  
City Manager

**APPENDIX A**

CITY OF DELRAY BEACH

SEIU JOB TITLES

<b><u>TITLE</u></b>	<b><u>JOB NUMBER</u></b>	<b><u>BASE HOURS</u></b>	<b><u>GRADE LEVEL</u></b>
Building Maintenance Worker	344	80	B05
Building Maintenance Worker Senior	345	80	B07
Carpenter	322	80	B09
Crew Leader	293	80	B10
Crew Leader Senior	723	80	B11
Equipment Operator	307	80	B07
Equipment Operator Senior	724	80	B09
Equipment Technician/Lawn	628	80	B08
Fleet Mechanic	611	80	B10
General Maintenance Worker	601	80	B03
Instrumentation Technician	684	80	B12
Instrumentation Technician, Senior	662	80	B13

<u>TITLE</u>	<u>JOB NUMBER</u>	<u>BASE HOURS</u>	<u>GRADE LEVEL</u>
Irrigation Maintenance Worker	603	80	B08
Electrician I	340	80	B12
Electrician II	373	80	B13
Electrician III	554	80	B14
Master Fleet Technician	675	80	B13
Generator Technician	700	80	B11
Motor/Pump Technician	756	80	B12
Park Ranger	323	80	B03
Parts Expediter	743	80	B08
Senior Fleet Technician	674	80	B12
Senior Master Fleet Technician	762	80	B14
Street Maintenance Worker	362	80	B05
Street Maintenance Worker Senior	363	80	B06
Traffic Maintenance Worker	604	80	B05
Traffic Maintenance Worker Senior	608	80	B06
Treatment Plant Operator "A"	618	80	B12
Treatment Plant Operator "A"-Reports/ Permits Specialist	736	80	B13

<u>TITLE</u>	<u>JOB NUMBER</u>	<u>BASE HOURS</u>	<u>GRADE LEVEL</u>
Treatment Plant Operator "A"-Trainer	630	80	B13
Treatment Plant Operator "B"	617	80	B10
Treatment Plant Operator "C"	616	80	B08
Treatment Plant Operator Trainee	546	80	B05
Tree Trimmer	318	80	B08
Utility Locator	496	80	B10
Utility Mechanic	612	80	B09
Utility Mechanic Sr.	613	80	B11
Utility Service Worker "A"	492	80	B08
Utility Service Worker "B"	319	80	B07
Utility Service Worker "C"	493	80	B06
Meter Service Worker	348	80	B05
Well Maintenance Technician	776	80	B07

**Appendix B**

Salary Schedule

October 1, 2021 - September 30, 2022

<b>Grade</b>	<u>Minimum</u>	<u>Maximum</u>
B03	27,518	46,435
B04	28,894	48,751
B05	30,339	51,216
B06	31,856	53,785
B07	33,449	56,427
B08	35,121	59,370
B09	36,877	62,316
B10	38,721	65,437
B11	42,690	68,708
B12	47,066	72,152
B13	49,419	75,823
B14	51,890	79,613



Salary Schedule

October 1, 2022 – September 30, 2023

<b>Grade</b>	<u>Minimum</u>	<u>Maximum</u>
B03	27,518	48,757
B04	28,894	51,189
B05	30,339	53,777
B06	31,856	56,474
B07	33,449	59,248
B08	35,121	62,339
B09	36,877	65,432
B10	38,721	68,709
B11	42,690	72,143
B12	47,066	75,760
B13	49,419	79,614
B14	51,890	83,594

Salary Schedule

October 1, 2023 – September 30, 2024

<b>Grade</b>	<u>Minimum</u>	<u>Maximum</u>
B03	28,894	48,757
B04	30,339	51,189
B05	31,856	53,777
B06	33,449	56,474
B07	35,121	59,248
B08	36,877	62,339
B09	38,721	65,432
B10	40,659	68,709
B11	44,825	72,143
B12	49,419	75,760
B13	51,890	79,614
B14	54,485	83,594



CITY OF DELRAY BEACH  
CITY ATTORNEY'S OFFICE  
200 NW 1<sup>ST</sup> Avenue, Delray Beach, FL 33444  
561-243-7090



## LEGAL REVIEW FORM

This form is to be used solely for the legal review of documents not including procurement agreements. Procurement Agreements are reviewed under a separate cover. This form shall only be completed by a member of the City Attorney's Office.

**Date of Review:** 10-21-2021

**Document Name:** MOU BETWEEN CITY AND SEIU

**Document Type:** Memorandum of Understanding

**Submitted by:** D. D'Andrea

This document is approved as to form and legal sufficiency.

These documents are approved as to form and legal sufficiency; however, the undersigned made the following change(s):

This document is not approved as to form and legal sufficiency for the following reason(s):

---

s//Lynn Gelin, Esq.  
City Attorney

**Copy to:**

\_\_\_ City Attorney's Office (with a copy of the approved document)

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF DELRAY BEACH AND SERVICE EMPLOYEES  
INTERNATIONAL UNION, FLORIDA PUBLIC SERVICES UNION, CTW, CLC**

This Memorandum of Understanding is entered into this 24 day of September 2021 by and between the City of Delray Beach, Florida (the "City") and Service Employees International Union, Florida Public Services Union, CTW, CLC (the "Union"). The City and the Unions are collectively referred to as the "Parties."

**WHEREAS**, the Parties are subject to Collective Bargaining Agreements for the period of October 1, 2018 to September 30, 2021 ("CBAs"), which set forth the terms and conditions of employment of a bargaining unit of the City's general employees; and

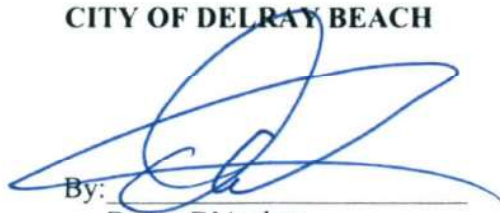
**WHEREAS**, as a result of the global health pandemic caused by COVID-19 and the impact it had on bargaining unit employees, the City wishes to provide bargaining unit employees who were employed by the City during calendar year 2020 and who are still employed by the City on the date of ratification of this MOU and on the date of payment of funds hereunder a \$500 one-time payment; and

**WHEREAS**, the Union agrees that the City shall provide bargaining unit employees who were employed by the City during calendar year 2020 and who are still employed by the City on the date of ratification of this MOU and on the date of payment of funds hereunder a \$500 one-time payment.

**NOW, THEREFORE**, the Parties agree as follows:

1. The above recitals are true and correct and incorporated herein by reference.
2. On or before November 1, 2021 and in recognition of the risk borne by bargaining unit employees who worked during the COVID-19 global pandemic, the City shall provide all bargaining unit employees who were employed by the City during calendar year 2020 and who are still employed by the City on the date of ratification of this MOU and on the date of payment of funds hereunder a \$500 one time lump sum payment.
3. The Parties agree that this Memorandum of Understanding represents the Parties' entire agreement and it cannot be amended or modified without the express consent of the Parties.
4. The Parties have had the opportunity to consult with legal counsel of their choosing.
5. The Parties signify their agreement with this Memorandum of Understanding by affixing their signatures below.
6. The Parties understand and agree that this Memorandum of Understanding is not binding until ratified by the Parties. Should the Parties fail to ratify this Memorandum of Understanding, it shall be null and void.


**CITY OF DELRAY BEACH**

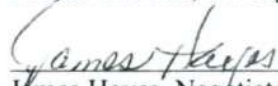


By: \_\_\_\_\_

Duane D'Andrea  
Director of Human Resources

**SERVICE EMPLOYEES  
INTERNATIONAL UNION,  
FLORIDA PUBLIC SERVICES UNION,  
CTW, CLC**

By:  \_\_\_\_\_  
Ronald LaPorte, Sr. Organizer

 \_\_\_\_\_  
James Hayes, Negotiator



AUTHORIZATION FORM

**Do not write / CM Office Only**

CMO Log #: \_\_\_\_\_

Rcv'd Date: \_\_\_\_\_

**Originator:**  
 Name: Duane D'Andrea    Department Huma Resources    Ext. 7042    Date 11/17/21

**Description of Request:** \_\_\_\_\_

Department Leave Form  Check Request Form  Acquisition Approval   
 Budget Transfer  Grant Item  Memorandum Service Authorization Approval  
 Other (Please Specify) CBA Execution of Agreement

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Department Head Signature:   
 Finance Signature (If Required): \_\_\_\_\_

**Review Completed by Staff – Comments:**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

- RETURN TO ORIGINATOR FOR ADDITIONAL COMMENTS
- APPROVED FOR CM, TERRENCE MOORE SIGNATURE

**TRACKING:**

Returned to \_\_\_\_\_ Department for additional information on: \_\_\_\_\_

Forwarded to \_\_\_\_\_ Department for action on: \_\_\_\_\_