



**VILLAGE COUNCIL AGENDA
SPECIAL MEETING
226 Cypress Lane, Palm Springs, Florida 33461
Thursday, October 7, 2021
6:30 PM**

Persons who need an accommodation in order to attend or participate in this meeting should contact the Village Clerk at (561) 965-4010 at least three (3) business days prior to the meeting in order to request such assistance.

1. CALL TO ORDER

2. ROLL CALL Mayor Bev Smith, Vice Mayor Gary Ready, Mayor Pro Tem Doug Gunther, Council Member Joni Brinkman, Council Member Patti Waller, Village Attorney Glen Torcivia, Interim Village Manager Michael Bornstein, and Village Clerk Kimberly Wynn

3. PLEDGE OF ALLEGIANCE

4. ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA

5. PUBLIC COMMENT (Three minute limit)

6. ORDER OF BUSINESS

6.1 Service Employees International Union/Florida Public Services Union (SEIU/FPSU) Agreement - Three (3) Year Contract (October 1, 2021 - September 30, 2024)

[1. 2021 -2024 SEIU Collective Bargaining Agreement](#)

[2. Rodrigo Hidalgo - Email from SEIU Representative](#)

[3. 2021-2024 SEIU Strikethrough Version - Collective Bargaining Agreement](#)

6.2 Recommendation of Appointment to the General Employees Pension Board of Trustees - Village Manager Designee

[1. Kim Glas-Castro Application is Available Upon Request](#)

6.3 Approval of Interim Village Manager Agreement - Michael Bornstein

[1. Letter and Agreement to the Mayor and Council - Interim Village Manager](#)

- 6.4 Approve Palm Beach County Police Benevolent Association (PBA) Agreement – Wage Amendment – Across the Board and Merit Increase (*ADDENDUM*)
[1. 2019-2022 PBA Agreement](#)

7. ADJOURNMENT

If a person decides to appeal any decision made by this Council with respect to any matter considered at this meeting, he will need a record of the proceeding, and that for such purpose he may need to ensure that verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.



Village of Palm Springs

Executive Brief

AGENDA DATE: October 7, 2021

DEPARTMENT: Administration

ITEM 6.1: Service Employees International Union/Florida Public Services Union (SEIU/FPSU) Agreement - Three (3) Year Contract (October 1, 2021 - September 30, 2024)

SUMMARY:

The Village and the Service Employees International Union/Florida Public Services Union (SEIU/FPSU) have negotiated and agreed on a new three (3) year Agreement beginning October 1, 2021, and would expire on September 30, 2024. Each party to the proposed Agreement shall have the opportunity to reopen one (1) Article for FY 2021/2022, as well as those that deal with compensation. The Articles with significant changes from the previous contract are:

Article 5 – Bargaining Unit Identification:

- SEIU/FPSU will petition PERC to ensure all bargaining unit members and titles are accurate. A copy of the completed process will be provided to the Village Manager or designee as soon as received from PERC.

Article 17 - Work Period and Overtime:

- All bargaining unit members will be required to use the Village's electronic timekeeping system.

Article 27 – Safety and Health:

- Employees in classifications/positions where it is warranted will receive up to two (2) pairs of safety shoes/boots of their choice. The Village/Safety Committee Manager or his/her designee will be responsible for deciding which positions require the wearing of safety shoes/boots using recommended standards. Management shall determine the type and quality of such shoes/boots. The employees designated to receive shoes/boots will be allowed to choose directly from a vendor of his/her choice and shall be reimbursed one hundred percent (100%) of the price of safety shoes/boots up to \$125

per year.

- Receipts for shoes must be submitted by September 15th each year. Receipts submitted after September 15th will be deducted against the next fiscal year's allowance. Purchases within 30 days of the conclusion of employment will not be reimbursed by the Village.
- Any safety shoe/boot that is damaged beyond use while the employee is acting in the performance of their official duties shall be replaced by the Village, up to \$125, provided that the damage is not a result of negligence. Such claim must be supported by reasonable proof and shall be subject to approval by the Department Director or his/her designee.

Article 32 Working Out of Classification:

- Certified Emergency Communications Training Officer: The Chief of Police or designee may assign certain Emergency Communications Officers as Communications Training Officers. If not already certified as a Communications Training Officer, the Emergency Communications Officer shall, within one year of assignment, complete an Association of Public-Safety Communications Officials (APCO) Communications Training Officer Course, or its equivalent. Once assigned, Communications Training Officers shall receive an increase in their base rate of pay in the amount of four percent (4%). The number of Communications Training Officers shall be limited to two (2), and the designated employee(s) shall receive the monetary increase for the duration of the assignment, whether in the process of training an Emergency Communications Officer or not. If the designated employee relinquishes or is removed from the assignment, the four percent (4%) monetary increase will cease. The Chief of Police or designee shall have the right to determine the selection of Communications Training Officers and to determine their removal from the assignment.

Article 34 Higher Education and Training:

- Adequate funds (not to exceed \$2,000 \$2,500 per employee per fiscal year) for such training are available in the budget of the department to which the employee is assigned or available for training funds allocated for such purposes.

Article 38 Uniforms:

- Employees who are required to wear uniforms (Utilities, Public Works and other field personnel) shall receive the following uniform items; eleven (11) sets of any combination of shorts, pants, short sleeve shirts and long sleeve shirts. Employees will receive the number of uniform pieces each year to accomplish the task assigned. The cost of the uniforms shall be borne by the Village.
- In addition to the number of uniform pieces outlined above, Utilities, Public Works, and other field service personnel shall receive:
 - Five (5) t-shirts annually
 - Windbreaker and other protective apparel will be provided upon request by the

bargaining unit member and by the Village's approval and budget availability, during the term of this Agreement.

- The Police Department shall provide non-sworn personnel uniforms per the Police Departments General Orders.
- All other employees not issued a uniform may receive Village shirts/jackets, as approved by the Village, not to exceed \$125 annually. All purchases are subject to Federal, State, and Local taxes under IRS Guidelines.
- Employees shall have the right to waive all or part of the t-shirts, polo style shirts, windbreaker, or jacket, based on position.
- Uniforms must be maintained in the condition provided to give a professional appearance and follow the Village's Dress Code. Alterations must have prior approval of Department Directors or their designee.
- The Village reserves the right to choose color, style, text, and logo identification on all uniforms purchased by the Village

Article 39 - Compensation Plan:

- Bargaining Unit members are eligible for the following pay increases in FY 2022 (beginning 10/1/2021):
- 3% Across the board increase for all unit members (including topped out members) payable the first full pay period of the fiscal year in FY
- Bargaining Unit members who receive the General Employee Evaluation Form (and are not topped out) with a total point score of 28 or more on their most recent annual evaluation, issued on or after 10/1/2021, will receive a two percent (2%) merit increase to their base rate of
- Bargaining Unit members who receive the Supervisor Evaluation Form (and are not topped out) with a total point score of 36 or more on their most recent annual evaluation, issued on or after 10/1/2021, will receive a two percent (2%) merit increase to their base rate of pay.

Article 45 -Duration of Agreement:

- This Agreement shall become effective on October 1, 2021 and shall continue in full force and be effective until midnight on September 30, 2024. Each party shall have the right to reopen one (1) Article for the contract years 2022/2023/2024 and those provisions that deal with compensation. Both parties must notify each other of their intentions to start negotiations between March 1st and May 30th of the fiscal year in question.

Article 45 -Appendix A

- Employees promoted after October 1, 2021, will have an anniversary date that coincides with their original hire date.
- Employees promoted prior to October 1, 2021, will retain their current anniversary date regardless of future promotions.

Note: Merit increases will take effect upon the first full pay period following the anniversary date.

The SEIU membership voted on these amendments on Tuesday, September 28th. The new SEIU/FPSU contract passed with **58** yes votes and **2** provisional.

The proposed 3-year agreement has been reviewed by Administration/Human Resources and the Village Attorney.

The Village Council is requested to approve the 2021-2024 (SEIU/FPSU) Collective Bargaining Agreement for three (3) years with an effective date of October 1, 2021 - September 30, 2024.

FISCAL IMPACT:

The impacts related to the proposed salary increases have been included within the approved FY 2022 Budget - General Fund

ATTACHMENTS:

2021 -2024 SEIU Collective Bargaining Agreement

Rodrigo Hidalgo - Email from SEIU Representative

2021-2024 SEIU Strikethrough Version - Collective Bargaining Agreement

AGREEMENT

BETWEEN

THE VILLAGE OF PALM SPRINGS

AND

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

October 1, 2021 - September 30, 2024

Village/Date_____

Union/Date_____

Table of Contents

Agreement-Preamble.....	Article 1
Status Quo & Employee Regulations.....	Article 2
Management Rights	Article 3
Employee Committee.....	Article 4
Bargaining Unit Identification	Article 5
Management Grievance-Arbitration Procedure.....	Article 6
COPE Check-off	Article 7
Dues Check-off.....	Article 8
Appendices and Amendments	Article 9
Notice	Article 10
Severability	Article 11
Rights of Employees.....	Article 12
Non-Discrimination	Article 13
SEIU/FPSU Business and Representation	Article 14
Bulletin Boards.....	Article 15
Progressive Discipline.....	Article 16
Work Period and Overtime.....	Article 17
Compensatory Time	Article 18
Personal Leave Time	Article 19
Bereavement Leave.....	Article 20
Leave of absence	Article 21
Jury Duty	Article 22
Maintenance of Conditions	Article 23
Seniority.....	Article 24
Job Bidding & Posting.....	Article 25
Holidays.....	Article 26
Safety and Health	Article 27
General Provision	Article 28
Pension.....	Article 29
Probationary Period	Article 30
Worker's Compensation.....	Article 31
Working Out of Classification	Article 32
Standby—Recall.....	Article 33
Higher Education and Training.....	Article 34
Voluntary Resignation.....	Article 35
Health and Insurance Benefits	Article 36

Village/Date_____

Union/Date_____

Drug Free Workplace.....	Article 37
Uniforms	Article 38
Compensation Plan	Article 39
Grievance-Arbitration Procedure.....	Article 40
Work Stoppages	Article 41
Shift Differential Pay	Article 42
Local Emergency Pay Conditions	Article 43
Union Leave	Article 44
Duration of Agreement.....	Article 45
Pay Plan	Appendix "A"

Village/Date_____

Union/Date_____

Article 1

Agreement-Preamble

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

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

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

Village/Date_____

Union/Date_____

Article 2

Status Quo & Employee Regulations

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

Village/Date_____

Union/Date_____

Article 3

Management Rights

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

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

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

Village/Date_____

Union/Date_____

whenever, in the sole discretion of the Village, good business judgment makes such curtailment or discontinuance advisable;

- L. Determine the number, location, and operation of all departments and division thereof;
- M. Contract and/or subcontract any existing or future work for legitimate business reasons;
- N. Require any and/or all bargaining unit employees to submit to an examination by a medical doctor (including a psychiatrist) based upon the reasonable belief that the employee is unable to perform any or all of his assigned job duties.

Employees may be required to take a physical and/or psychological examination, given by a Village authorized physician and/or psychologist, to determine fitness for duty when the Village has a reasonable suspicion that the employee is unfit to perform his/her duties. "Reasonable suspicion" means a belief drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Any fitness for duty examination required by the Village shall be while the employee is "on-duty" and all costs associated with the examination will be borne by the Village.

With respect to any disagreement regarding medical determinations made in fitness for duty certifications, the Village's authorized physician and/or psychologist and the employee's principal treating physician and/or psychologist shall select a third qualified, licensed and neutral physician and/or psychologist to conduct an examination of the employee. The medical determination made by the neutral physician and/or psychologist shall be final and binding on all parties. All costs incurred emanating from the examination by the neutral physician and/or psychologist shall be paid entirely by the Village.

3.3 The above rights of the Village are not all-inclusive, but indicate the type of matters or rights which belong to and are inherent in the Village in its' general capacity as management. Any of the rights, power, and authority that the Village has prior to entering into this collective bargaining

Village/Date_____

Union/Date_____

agreement, except as expressly limited or modified by a specific provision of the Agreement, is retained by the Village.

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

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

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

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

Village/Date_____

Union/Date_____

Article 4

Employee Committee

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

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

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

Village/Date_____

Union/Date_____

Article 5

Bargaining Unit Identification

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

Name, address, phone number, job classification and current salary.

5.2 SEIU/FPSU will petition PERC to ensure all bargaining unit members and titles are accurate. A copy of the completed process will be provided to the Village Manager or designee as soon as received from PERC.

5.3 The Union stewards will be permitted to meet with their membership on Village property in a location approved by the Village one (1) time per year, immediately prior to ratification of an Agreement and/or Re-opener (within 2 weeks of scheduled vote). This meeting may only be held for those members and/or stewards during non-working time.

Village/Date_____

Union/Date_____

Article 6
Management
Grievance-Arbitration Procedure

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

The grievance procedure is as follows:

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

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

Village/Date_____

Union/Date_____

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

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

Village/Date_____

Union/Date_____

Article 7
COPE Check-off

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

Village/Date_____

Union/Date_____

Article 8

Dues Check-Off

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

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

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

Village/Date_____

Union/Date_____

Article 9
Appendices and Amendments

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

Village/Date_____

Union/Date_____

Article 10

Notice

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

Village:

Village Manager's Office
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

Union:

SEIU/FPSU
2112 South Congress Avenue, Suite 205
Palm Springs, FL 33406

Village/Date_____

Union/Date_____

Article 11

Severability

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

Village/Date_____

Union/Date_____

Article 12

Rights of Employees

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

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

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

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

Village/Date_____

Union/Date_____

Article 13

Non-Discrimination

13.1 The parties agree that they will not discriminate against any employee because of race, color, gender/sex, national origin, religion, marital status, disability, age, marital status, veteran or military status, genetic information, sexual orientation or because of a status as a member in any other group protected by applicable law. Nothing herein shall restrict the Village from taking any action to promote or implement equal employment opportunity and affirmative action in accordance with applicable law.

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

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

Village/Date_____

Union/Date_____

Article 14

SEIU/FPSU Business and Representation

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

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

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

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

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

14.4 Under no circumstances shall any SEIU/FPSU Steward leave his assigned duties to process a formal grievance under the grievance

Village/Date_____

Union/Date_____

procedure herein without first obtaining authorization from his/her supervisor or his/her designee. Such authorization shall not be unreasonably withheld.

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

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

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

Village/Date_____

Union/Date_____

Article 15

Bulletin Boards

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

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

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

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

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

Village/Date_____

Union/Date_____

Article 16

Progressive Discipline

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

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

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

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

16.5 Only previous disciplinary action, which are part of the employees personnel file or which are a matter of record in section 16.7, may be cited if these previous actions are reasonably related to the existing charge. Disciplinary actions older than a twenty-four (24) month's time frame shall not be referred to or considered in any current disciplinary action.

Village/Date_____

Union/Date_____

16.6 Where just cause warrants such a disciplinary action(s), and in keeping with provisions of this Article, an employee may be reprimanded verbally, in writing, suspended without pay or terminated upon recommendation of the immediate supervisor for just cause.

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

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

Village/Date_____

Union/Date_____

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

Village/Date_____

Union/Date_____

Article 17

Work Period and Overtime

17.1 The normal work period for SEIU/FPSU personnel covered by this Agreement shall be forty (40) hours worked in a seven (7) day work period. All hours worked in excess of forty (40) shall be paid at the rate of time and one half (1.5) of the employees' regular straight time rate in accordance with the Fair Labor Standards Act. At the employees' request, the compensation may be credited as compensatory time at the rate of time and one half (1.5), but cannot exceed seventy-five (75) hours of accumulation. Employees who exceed the maximum accrual of compensatory time shall be paid for the time that exceeds the maximum amount effective upon ratification of this agreement. Unscheduled personal leave time, defined as leave time taken with less than three (3) days' notice, will not be considered productive time or count towards overtime calculations for the pay period during which the unscheduled leave is taken.

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

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

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

17.5 All bargaining unit members will be required to use the Village's electronic time keeping system.

Village/Date_____

Union/Date_____

Article 18

Compensatory Time

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

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

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

Village/Date_____

Union/Date_____

Article 19
Personal Leave Time

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

19.2 Reference: Employment Regulations

Village/Date_____

Union/Date_____

Article 20
Bereavement Leave

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

20.2 Reference: Employment Regulations

Village/Date_____

Union/Date_____

Article 21

Leave of Absence

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

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

21.2 In the event the Department Director shall direct an SEIU/FPSU Unit Member to attend a conference, seminar, briefing session or other activity as an employee, in addition to regular pay, the Village shall pay per diem and travel expenses of the employee as provided in Employment Regulation.

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

21.4 Reference: Employment Regulations

Village/Date_____

Union/Date_____

Article 22

Jury Duty

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

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

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

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

22.5 Reference: Employment Regulations

Article 23

Maintenance of Conditions

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

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

Village/Date_____

Union/Date_____

Article 24

Seniority

24.1 Personal leave scheduling:

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

24.2 Lay off:

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

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

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

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

Village/Date_____

Union/Date_____

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

Village/Date_____

Union/Date_____

Article 25

Job Bidding & Posting

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

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

25.2 The intent of the Village will be to promote within. However, in such cases that the Village is not aware that there are bargaining unit employees that possess the minimum qualifications for the open position, the Village may post outside simultaneously. Applicants from within the Village employee work force desiring to fill such a vacancy shall apply in writing by filling out the appropriate application.

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

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

25.5 Employees who are promoted into positions requiring special certifications/licenses, and who are allowed by the Village to study and receive certificates after being promoted, shall have a 12 month period, beginning with the date of the promotion, to gain the certification. In this connection, should the employee fail to qualify to receive the above certification, the employee may apply for other Village positions, if available. Employees, who earn pre-approved job related licenses or certifications which will enhance their service to the Village, shall receive a one (1) step pay increase in accordance with Article 33, for each

Village/Date_____

Union/Date_____

professional certificate/license earned, not to exceed the salary range for that classification.

Village/Date_____

Union/Date_____

Article 26

Holidays

26.1 The Village shall observe the following holidays:

New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
Presidents' Day	3rd Monday of February
Good Friday	Friday before Easter Sunday
Memorial Day	Last Monday of May
Independence Day	July 4
Labor Day	1st Monday of September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday of November
Day After Thanksgiving	4th Friday of November
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31

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

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

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

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

Village/Date_____

Union/Date_____

Article 27

Safety and Health

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

27.2 Employees in classifications/positions where it is warranted, will receive up to two (2) pairs of safety shoes/boots of their choice. The Village Manager or his/her designee will be responsible for deciding which positions require the wearing of safety shoes/boots using recommended standards. Management shall determine the type and quality of such shoes/boots. The employees designated to receive shoes/boots will be allowed to choose directly from a vendor of his/her choice and shall be reimbursed the price of safety shoes/boots up to \$125 per year.

Receipts for shoes must be submitted by September 15th each year. Receipts submitted after September 15th will be deducted against the next fiscal year's allowance.

Purchases within 30 days of conclusion of employment will not be reimbursed by the Village.

Any safety shoe/boot that is damaged beyond use while the employee is acting in the performance of their official duties shall be replaced by the Village, up to \$125, provided that the damage is not a result of negligence. Such claim must be supported by reasonable proof and shall be subject to approval by the Department Director or his/her designee.

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

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

Village/Date_____

Union/Date_____

Article 28

General Provision

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

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

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

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

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

28.4 The Village shall notify the Union of any third-party, specific request for personal information about bargaining unit members (i.e., public records request).

Village/Date_____

Union/Date_____

Article 29

Pension

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

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

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

Village/Date_____

Union/Date_____

Article 30

Probationary Period

30.1 All newly hired or rehired employees shall be subject to a probationary period of twelve (12) months.

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

30.3 All demoted (voluntary or involuntary) and transferred employees shall be subject to a probationary period six (6) months.

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

Village/Date_____

Union/Date_____

Article 31

Worker's Compensation

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

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

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

31.4 The Union and the Village, in an effort to minimize workplace accidents and promote workplace safety, will partner to prepare printed materials on workplace safety. Additionally, the Union will hold quarterly safety meetings with bargaining unit members in order to promote wellness, and agree to work to assign at least one (1) Union representative to the Village's safety committee.

Village/Date_____

Union/Date_____

Article 32

Working Out of Classification

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

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

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

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

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

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

32.6 Certified Emergency Communications Training Officer: The Chief of Police or designee may assign certain Emergency

Village/Date_____

Union/Date_____

Communications Officers as Communications Training Officers. If not already certified as a Communications Training Officer, the Emergency Communications Officer shall, within one year of assignment, successfully complete an Association of Public-Safety Communications Officials (APCO) Communications Training Officer Course, or its equivalent. Once assigned, Communications Training Officers shall receive an increase in their base rate of pay in the amount of four percent (4%). The number of Communications Training Officers shall be limited to two (2), and the designated employee(s) shall receive the monetary increase for the duration of the assignment, whether in the process of training an Emergency Communications Officer or not. If the designated employee relinquishes, or is removed from, the assignment, the four percent (4%) monetary increase will cease. The Chief of Police or designee shall have the right to determine the selection of Communications Training Officers and to determine their removal from the assignment.

Village/Date_____

Union/Date_____

Article 33

Standby –Recall

33.1 Non-exempt employees who are assigned to be "On-Call" during a particular workweek are entitled to receive an additional five percent (5%) of their regular hourly pay rate for hours worked during the on-call workweek. Cell phones may be assigned to employees who are on-call for official business only. Only work-related calls, texts, use of apps, camera/video functions or Internet usage is permitted. On-Call employees are expected to answer their cell phones immediately. On-Call employees must be able to respond to their assigned workstation regarding the callout issue within 45 minutes. On-Call employees who live within the Village and/or the Village's future annexation area are permitted to take their Village-assigned service vehicles home.

33.2 When called out, On-Call employees, who do not live within the Village and/or the Village's future annexation area and do not take their Village-assigned service vehicle home, will report to their Village workstations to pick up their service vehicle for use during the call-out, and return the vehicle to the Village workstation when their work is completed. Employees who are On-Call will report to a call-out issue in their assigned uniforms and with their assigned equipment.

33.3 The personal activities of an employee who is on call are unrestricted, with the exception of activities which would prohibit an employee's ability to perform their job duties in a safe and competent manner, or which would prohibit in employee from responding to the Call-Out issue within 45 minutes. Supervisors, whether or not assigned to On-Call status, shall be available on their Village-issued cell phones in the event of a major emergency.

33.4 Employees and supervisors subject to On-Call status will be maintained by Public Works and the Water Plant Superintendents. On-Call employees shall be selected from this list on a rotational basis, each week. Failure of an On-Call employee to answer the Village-provided cell phone and/or failure to report to a call-out issue may result in disciplinary action.

33.5 On-Call employees responding to a call-out issue will be paid a minimum of two (2) hours of compensation. All time spent by an On-Call

Village/Date_____

Union/Date_____

employee responding to a call-out issue will be paid at time and one half (1.5). Compensation may be taken as pay or compensatory time.

33.6 On-Call provisions do not apply to an employee held over from his assigned workday, or to such instances in which an employee is called in two (2) hours or less prior to the beginning of his/her scheduled shift.

Village/Date_____

Union/Date_____

Article 34

Higher Education and Training

34.1 Educational Incentive shall be provided to bargaining unit employees in the same manner and under the same policies and procedures as are applicable to all other Village employees.

34.2 Reference: Employment Regulations

34.3 The plan shall be applicable to any full-time employee of the Village who has been employed by the Village for a minimum of twelve (12) months prior to the date on which the employee makes the request for participation.

34.4 This plan is applicable only to educational programs offered by postsecondary institutions, which are accredited by the Southern Association of Colleges and Schools, Commission on Colleges.

34.5 Any employee with regular status, with the approval of the Department Director and the Village Manager or his designee, may receive leave and/or financial aid to cover a portion of certain expenses or training provided that:

- a) Adequate funds (not to exceed \$2,500 per employee per fiscal year) for such training are available in the budget of the department to which the employee is assigned or available for training funds allocated for such purposes.
- b) Completion of such training will improve the employees' job knowledge and increase his/her efficiency.
- c) In the event the final examination is failed or the training is not completed, the employee will reimburse the Village for the total cost of all Village expenses involved in such training.
- d) Upon completion of a course in an approved program, an employee may apply for tuition reimbursement in an amount equivalent to a portion of the tuition cost according to the following schedule:

Village/Date_____

Union/Date_____

Course Grade "C" 50% Reimbursement
Course Grade "B" or "Pass" 75% Reimbursement
Course Grade "A" 100% Reimbursement

- e) Any person enrolling in an approved degree program shall be eligible for reimbursement at the rate per course established by the Florida Atlantic University for a Bachelor's degree program or Palm Beach State College for an Associate's degree program.

- f) If the employee leaves the employ of the Village within one (1) year after completion of such training, the employee will reimburse the Village for all Village funds invested in such training. If the employee leaves the Village within one (1) to two (2) years after completion of such training, the employee will reimburse the Village for one-half (½) of the Village funds invested for such training.

Village/Date_____

Union/Date_____

Article 35
Voluntary Resignation

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

Village/Date_____

Union/Date_____

Article 36
Health and Insurance Benefits

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

Village/Date_____

Union/Date_____

Article 37

Drug Free Workplace

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

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

37.3 Reference: Employment Regulations

Village/Date_____

Union/Date_____

Article 38

Uniforms

38.1 Employees who are required to wear uniforms (Utilities, Public Works and other field personnel) shall receive the following uniform items; Eleven (11) sets of any combination of shorts, pants, short sleeve shirts and long sleeve shirts. Employees will receive the number of uniform pieces each year to accomplish the task assigned. The cost of the uniforms shall be borne by the Village.

38.2 In addition to the number of uniform pieces outlined above, Utilities, Public Works and other field service personnel shall receive:

- Five (5) t-shirts annually
- Windbreaker and other protective apparel will be provided upon request by the bargaining unit member and by the Village's approval and budget availability, during the term of this Agreement.

The Police Department shall provide non-sworn personnel uniforms per the Police Departments General Orders.

All other employees not issued a uniform may receive Village shirts/jackets, as approved by the Village, not to exceed \$125 annually. All purchases are subject to Federal, State and Local taxes in accordance with IRS Guidelines.

Employees shall have the right to waive all or part of the t-shirts, polo style shirts, windbreaker or jacket, based on position.

38.3 Uniforms must be maintained in the condition provided to give professional appearance and follow the Village's Dress Code. Alterations must have prior approval of Department Directors or their designee.

38.4 The Village reserves the right to choose color, style, text and logo identification on all uniforms purchased by the Village

Village/Date_____

Union/Date_____

Article 39

Compensation Plan

39.1 The merit plan will remain in effect.

For Fiscal Year 2021/2022:

39.2 As of October 1, 2021, Bargaining Unit members will receive a three percent (3%) Across the Board increase, payable the first pay period in Fiscal Year 2021/2022.

“Topped out” (i.e., at the maximum of their pay scales) base pay will be increased to allow employees who are “topped out” to receive the full Across the Board pay increase to their base pay according to the provisions outlined in this Article.

39.3 Unless “topped out,” all Bargaining Unit Members who receive the **General Employee Evaluation Form** with a total point score of 28 or more on their most recent annual evaluation will receive a two percent (2%) merit increase to their base rate of pay. If a score of 27 is received, the member can appeal (but not grieve) within ten (10) calendar days to their Department Director with the Village Manager being the final decision maker. If a score of less than 28 is received, a merit raise will not be received that fiscal year.

Those Bargaining Unit Members who receive the **Supervisor Evaluation Form** with a total point score of 36 or more on their most recent annual evaluation will receive a two percent (2%) merit increase to their base rate of pay. If a score of less than 36 is received, a merit raise will not be received that fiscal year. Each merit increase will take effect upon the first full pay period following anniversary date.

39.4 At any time during the term of this Agreement, the Village will implement a bi-weekly payroll period and will provide employees with a minimum of 30 days’ notice prior to implementing the new bi-weekly pay roll period.

Village Employees will be permitted to “cash out” up to forty (40) hours of paid leave time or compensatory time during the two-week period prior to the implementation of the bi-weekly pay roll period.

Village/Date_____

Union/Date_____

Article 40

Grievance-Arbitration Procedure

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

The grievance procedure is as follows:

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

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

Village/Date_____

Union/Date_____

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

Village/Date_____

Union/Date_____

Article 41
Work Stoppages

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

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

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

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

Village/Date_____

Union/Date_____

Article 42

Shift Differential Pay

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

Second shift	\$0.65/hour
(4 p.m. – 12 p.m.)	
Third shift	\$0.85/hour
(12:01 a.m. – 8 a.m.)	

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

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

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

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

Village/Date_____

Union/Date_____

Article 43

Local Emergency Pay Conditions

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

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

A. Hourly (non-exempt) employees

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

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

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

Village/Date_____

Union/Date_____

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

Village/Date_____

Union/Date_____

Article 44

Union Leave

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

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

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

Village/Date_____

Union/Date_____

Article 45

Duration of Agreement

45.1 This Agreement shall become effective on October 1, 2021 and shall continue in full force and be effective until midnight on September 30, 2024. Each party shall have the right to reopen one (1) Article for the contract years 2022/2023/2024 and those provisions that deal with compensation. Both parties must notify each other of their intentions to start negotiations between March 1st and May 30th of the fiscal year in question.

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

THIS CONTRACT was tentatively agreed upon by the Village Manager, as Chief Executive Officer, and the Chief Negotiator and Agent of the SEIU/FPSU. The Contract shall not be effective until ratified by the bargaining unit members and the Village Council.

FOR THE SEIU/FPSU

FOR THE VILLAGE

Rodrigo Hidalgo
Chief Negotiator and Agent
SEIU/FPSU

Richard J. Reade
Village Manager

THIS CONTRACT was ratified by the parties on the last date shown below:

Joseph Brenner
SEIU/FPSU

Bev Smith
Mayor

Date

Date

Village/Date_____

Union/Date_____

Village/Date_____

Union/Date_____

Appendix “A”

Village of Palm Springs Pay Plan

Section 1 Resolution

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

Section 2 Schedule of Pay Grades

The schedule of pay grades indicates all pay ranges utilized in assigning rates of pay to the various classes.

Section 3 Salary Schedule Assigning Pay Grades to Classes of Positions

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

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

- 4.1 The pay plan recommended by the Village Manager shall become effective as of the date approved by the Village Council
- 4.2 Administration of the Pay Plan – The Village Manager shall be responsible for administering the pay plan on a fair equitable basis. The plan will be subject to collective bargaining agreements and budgetary consideration.
- 4.3 Amendment to the Pay Plan – Amendments to the pay plan as approved in this section shall become effective at the beginning of the first full pay period following recommendation by the Village Manager and adoption by the Village Council unless otherwise specified.

Village/Date_____

Union/Date_____

- 4.4 Salary Adjustment – When amendment of the pay plan causes the pay grade for a class to be adjusted to a higher or lower pay grade, employees in the class may be placed in the new pay grade which is equivalent to the salary received in the previous pay grade. Employees whose salary is less than the minimum of the new pay grade shall be raised to the minimum of the new pay grade. Employees whose salary exceeds the maximum of the new pay grade shall not have their salary reduced and shall not be eligible for pay increases during the period of incumbency, except for cost of living pay adjustments granted by the Village Council.
- 4.5 Reclassification – When a position is moved from an existing classification to a classification in a lower pay range, the salary of the incumbent shall be adjusted under section 4.3 of the Pay Plan Rules. When a position is moved from an existing classification to a classification in a higher pay range, the salary of the incumbent shall be adjusted under section 4.6 of the Pay Plan Rules.
- 4.6 Original Appointments – a.) Original appointments to the Village service shall normally be made at the minimum of the pay range designated for the classification. When an applicant possesses exceptional qualifications warranting employment above the established minimum, the Department Director may authorize a higher salary within the appropriate pay range. b.) Pay that is higher than the minimum of the pay grade must be approved by the Village Manager.
- 4.7 Promotional Appointments – a.) Promotional appointments shall be made at not less than four (4) percent above the amount received by the employee at the time of promotion provided that the salary granted shall not be below the minimum or above the maximum of the range to which the classification is assigned. b.) Recommendations for promotional appointments will be

made by Department Directors. All promotional appointments shall be approved by the Village Manager.

- 4.8 Transfer – Transfers of employees which do not constitute a change of classification held by an employee or transfers to a classification with the same pay range as that previously held, shall be considered continuous employment and shall not affect the employee's status relative to the pay plan. Transfer of employees to a classification other than that currently held, and which has a pay range other than that currently held, shall be considered promotion or demotion and the previous governing promotions or demotions shall apply.
- 4.9 Demotion – a.) Employees demoted to a classification in a pay range below that previously held, shall be paid at a rate within the pay range established for the lower classification, at a salary nearest to the salary amount received in the previously held position. b.) Any employee who voluntarily requests a demotion to a classification in a pay range below that previously held shall be paid at a rate within the pay range established for the lower classification based upon job qualifications (i.e., education, training and experience).
- 4.10 Administrative Salary Increase - Outstanding Performance: The Village Manager may, upon recommendation of a Department Director, grant an administrative pay increase of four percent (4%) to an employee for performance considered by the Department Director and Village Manager to be outstanding. Such increases may be granted only in limited numbers based upon exceptional circumstances and shall not exceed one such increase per employee per year. Such increase shall not cause an employee to exceed the maximum of his/her range.

Section 5 Pay Plan Implementation

- a.) The pay plan will commence with the first full pay period in the fiscal year.
- b.) Employee increases occur annually upon anniversary (hire) date.
- c.) Employees to be eligible for a step increase must have a satisfactory job performance based on an employee evaluation by Department Director or designee.
- d.) Employees promoted after October 1, 2021, will have an anniversary date that coincides with their original hire date.

Employees promoted prior to October 1, 2021, will retain their current anniversary date regardless of future promotions.

- e.) Employees currently working will be placed in the range that corresponds with the closest step. Under no circumstances will a reduction in pay occur as a result of integration into the plan.

Village/Date_____

Union/Date_____

Kimberly M. Wynn

From: Rodrigo Hidalgo <rodrigo.hidalgo@seiufpsu.org>
Sent: Tuesday, September 28, 2021 5:22 PM
To: Janette M. Piedra; Richard J. Reade; Ashley Saingilus; Thairone Blanchette; Richard J. Reade; Janette M. Piedra; Isabel E. Hernandez
Subject: FPSU Contract Ratification results

Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and are confident the content is safe.

Hello, Everyone

The new FPSU contract passes ratification with 58 yes votes
0 no votes
2 provisionals

Please let me know if anyone has any questions.
Thank you,

Rodrigo Hidalgo
FPSU Representative

AGREEMENT

BETWEEN

THE VILLAGE OF PALM SPRINGS

AND

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

October 1, 2021 - September 30, 2024

Village/Date

 9-22-21

Union/Date

 9-22-21

Table of Contents

Agreement-Preamble.....	Article 1
Status Quo & Employee Regulations	Article 2
Management Rights	Article 3
Employee Committee.....	Article 4
Bargaining Unit Identification	Article 5
Management Grievance-Arbitration Procedure	Article 6
COPE Check-off	Article 7
Dues Check-off	Article 8
Appendices and Amendments	Article 9
Notice	Article 10
Severability	Article 11
Rights of Employees	Article 12
Non-Discrimination	Article 13
SEIU/FPSU Business and Representation.....	Article 14
Bulletin Boards.....	Article 15
Progressive Discipline.....	Article 16
Work Period and Overtime.....	Article 17
Compensatory Time.....	Article 18
Personal Leave Time	Article 19
Bereavement Leave.....	Article 20
Leave of absence	Article 21
Jury Duty	Article 22
Maintenance of Conditions.....	Article 23
Seniority.....	Article 24
Job Bidding & Posting.....	Article 25
Holidays.....	Article 26
Safety and Health	Article 27
General Provision	Article 28
Pension.....	Article 29
Probationary Period	Article 30
Worker's Compensation.....	Article 31
Working Out of Classification	Article 32
Standby—Recall	Article 33
Higher Education and Training.....	Article 34
Voluntary Resignation.....	Article 35
Health and Insurance Benefits	Article 36

Village/Date

[Signature] 9-3-21

Union/Date

[Signature] 8/18/21

Drug Free Workplace.....	Article 37
Uniforms	Article 38
Compensation Plan.....	Article 39
Grievance-Arbitration Procedure.....	Article 40
Work Stoppages	Article 41
Shift Differential Pay	Article 42
Local Emergency Pay Conditions	Article 43
Union Leave.....	Article 44
Duration of Agreement.....	Article 45
Pay Plan	Appendix "A"

Village/Date

12/7-21

Union/Date

Rit 8/18/21

Article 1

Agreement-Preamble

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

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

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

Village/Date

4/1/98

Union/Date

7/1/8/18/21

Article 2

Status Quo & Employee Regulations

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

Village/Date

9/3/21

Union/Date

8/18/21

Article 3

Management Rights

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

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

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

Village/Date

9/3/21

Union/Date

RL 8/18/21

whenever, in the sole discretion of the Village, good business judgment makes such curtailment or discontinuance advisable;

L. Determine the number, location, and operation of all departments and division thereof;

M. Contract and/or subcontract any existing or future work for legitimate business reasons;

N. Require any and/or all bargaining unit employees to submit to an examination by a medical doctor (including a psychiatrist) based upon the reasonable belief that the employee is unable to perform any or all of his assigned job duties.

Employees may be required to take a physical and/or psychological examination, given by a Village authorized physician and/or psychologist, to determine fitness for duty when the Village has a reasonable suspicion that the employee is unfit to perform his/her duties. "Reasonable suspicion" means a belief drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Any fitness for duty examination required by the Village shall be while the employee is "on-duty" and all costs associated with the examination will be borne by the Village.

With respect to any disagreement regarding medical determinations made in fitness for duty certifications, the Village's authorized physician and/or psychologist and the employee's principal treating physician and/or psychologist shall select a third qualified, licensed and neutral physician and/or psychologist to conduct an examination of the employee. The medical determination made by the neutral physician and/or psychologist shall be final and binding on all parties. All costs incurred emanating from the examination by the neutral physician and/or psychologist shall be paid entirely by the Village.

3.3 The above rights of the Village are not all-inclusive, but indicate the type of matters or rights which belong to and are inherent in the Village in its' general capacity as management. Any of the rights, power, and authority that the Village has prior to entering into this collective bargaining

Village/Date 8/7/93

Union/Date 8/14 8/18/21

agreement, except as expressly limited or modified by a specific provision of the Agreement, is retained by the Village.

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

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

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

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

Village/Date

9/3/21

Union/Date

RLT 8/18/21

Article 4

Employee Committee

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

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

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

Village/Date

4/17/21

Union/Date

R/t 8/18/21

Article 5
Bargaining Unit Identification

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

Name, address, phone number, job classification and current salary.

5.2 SEIU/FPSU will petition PERC to ensure all bargaining unit members and titles are accurate. A copy of the completed process will be provided to the Village Manager or designee as soon as received from PERC.

5.3 The Union stewards will be permitted to meet with their membership on Village property in a location approved by the Village one (1) time per year, immediately prior to ratification of an Agreement and/or Re-opener (within 2 weeks of scheduled vote). This meeting may only be held for those members and/or stewards during non-working time.

Village/Date 9/22/21

Union/Date 9/22/21

Article 6
Management
Grievance-Arbitration Procedure

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

The grievance procedure is as follows:

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

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

Village/Date

 7/22/21

Union/Date

2/18/21

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

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

Village/Date



Union/Date

R/L 8/18/21

Article 7
COPE Check-off

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

Village/Date

MAIT 9/22/21

Union/Date

RIU 8/18/21

Article 8

Dues Check-Off

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

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

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

Village/Date

12/9/21

Union/Date

RH / 8/18/21

Article 9
Appendices and Amendments

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

Village/Date

5/1/92

Union/Date

214/ 8/18/21

Article 10
Notice

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

Village:

**Village Manager's Office
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461**

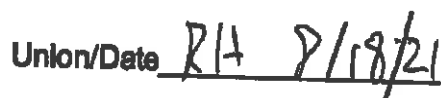
Union:

**SEIU/FPSU
2112 South Congress Avenue, Suite 205
Palm Springs, FL 33406**

Village/Date

 8/18/21

Union/Date

 8/18/21

Article 11

Severability

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

Village/Date

8/19/21

Union/Date

RIT 8/18/21

Article 12
Rights of Employees

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

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

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

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

Village/Date

9/9-22

Union/Date

RL 8/18/21

Article 13

Non-Discrimination

13.1 The parties agree that they will not discriminate against any employee because of race, color, gender/sex, national origin, religion, marital status, disability, age, marital status, veteran or military status, genetic information, sexual orientation or because of a status as a member in any other group protected by applicable law. Nothing herein shall restrict the Village from taking any action to promote or implement equal employment opportunity and affirmative action in accordance with applicable law.

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

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

Village/Date

 9/3/21

Union/Date

RL 8/18/21

Article 14
SEIU/FPSU Business and Representation

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

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

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

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

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

14.4 Under no circumstances shall any SEIU/FPSU Steward leave his assigned duties to process a formal grievance under the grievance

Village/Date

9/3/21

Union/Date

RL 8/18/21

procedure herein without first obtaining authorization from his/her supervisor or his/her designee. Such authorization shall not be unreasonably withheld.

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

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

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

Village/Date

8/18/21

Union/Date

R14 8/18/21

Article 15

Bulletin Boards

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

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

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

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

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

Village/Date 8/19/21

Union/Date 8/18/21

Article 16

Progressive Discipline

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

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

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

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

16.5 Only previous disciplinary action, which are part of the employee's personnel file or which are a matter of record in section 16.7, may be cited if these previous actions are reasonably related to the existing charge. Disciplinary actions older than a twenty-four (24) month's time frame shall not be referred to or considered in any current disciplinary action.

Village/Date

 7-3-21

Union/Date

BIT 8/18/21

16.6 Where just cause warrants such a disciplinary action(s), and in keeping with provisions of this Article, an employee may be reprimanded verbally, in writing, suspended without pay or terminated upon recommendation of the immediate supervisor for just cause.

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

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

Village/Date

9/18/21

Union/Date

21 8/18/21

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

Village/Date

9-7-21

Union/Date

RA 8/18/21

Article 17

Work Period and Overtime

17.1 The normal work period for SEIU/FPSU personnel covered by this Agreement shall be forty (40) hours worked in a seven (7) day work period. All hours worked in excess of forty (40) shall be paid at the rate of time and one half (1.5) of the employees' regular straight time rate in accordance with the Fair Labor Standards Act. At the employees' request, the compensation may be credited as compensatory time at the rate of time and one half (1.5), but cannot exceed seventy-five (75) hours of accumulation. Employees who exceed the maximum accrual of compensatory time shall be paid for the time that exceeds the maximum amount effective upon ratification of this agreement. Unscheduled personal leave time, defined as leave time taken with less than three (3) days' notice, will not be considered productive time or count towards overtime calculations for the pay period during which the unscheduled leave is taken.

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

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

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

17.5 All bargaining unit members will be required to use the Village's electronic time keeping system.

Village/Date

[Signature]
7/7/21

Union/Date

[Signature]
8/19/3/21

Article 18

Compensatory Time

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

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

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

Village/Date

 7/32

Union/Date

 8/18/21

Article 19
Personal Leave Time

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

19.2 Reference: Employment Regulations

Village/Date

 7-24

Union/Date

 8/18/21

Article 20
Bereavement Leave

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

20.2 Reference: Employment Regulations

Village/Date

8/17/21

Union/Date

21 8/18/21

Article 21
Leave of Absence

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

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

21.2 In the event the Department Director shall direct an SEIU/FPSU Unit Member to attend a conference, seminar, briefing session or other activity as an employee, in addition to regular pay, the Village shall pay per diem and travel expenses of the employee as provided in Employment Regulation.

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

21.4 Reference: Employment Regulations

Village/Date

9/1/93

Union/Date

RA 8/18/21

Article 22

Jury Duty

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

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

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

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

22.5 Reference: Employment Regulations

Village/Date

PT 9-3-21

Union/Date

RA 8/18/21

Article 23
Maintenance of Conditions

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

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

Village/Date

 9-3-21

Union/Date

 8-18-21

Article 24

Seniority

24.1 Personal leave scheduling:

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

24.2 Lay off:

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

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

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

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

Village/Date

[Signature] 7-3-21

Union/Date

RA 8-18-21

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

Village/Date

9/27/73

Union/Date

RA 8-18-21

Article 25

Job Bidding & Posting

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

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

25.2 The intent of the Village will be to promote within. However, in such cases that the Village is not aware that there are bargaining unit employees that possess the minimum qualifications for the open position, the Village may post outside simultaneously. Applicants from within the Village employee work force desiring to fill such a vacancy shall apply in writing by filling out the appropriate application.

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

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

25.5 Employees who are promoted into positions requiring special certifications/licenses, and who are allowed by the Village to study and receive certificates after being promoted, shall have a 12 month period, beginning with the date of the promotion, to gain the certification. In this connection, should the employee fail to qualify to receive the above certification, the employee may apply for other Village positions, if available. Employees, who earn pre-approved job related licenses or certifications which will enhance their service to the Village, shall receive a one (1) step pay increase in accordance with Article 33, for each

Village/Date

[Signature] 9-3-21

Union/Date

RA 8-18-21

professional certificate/license earned, not to exceed the salary range for that classification.

Village/Date 9/3/21

Union/Date 8/18/21

Article 26

Holidays

26.1 The Village shall observe the following holidays:

New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
Presidents' Day	3rd Monday of February
Good Friday	Friday before Easter Sunday
Memorial Day	Last Monday of May
Independence Day	July 4
Labor Day	1st Monday of September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday of November
Day After Thanksgiving	4th Friday of November
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31

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

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

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

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

Village/Date

[Signature] 9-22-21

Union/Date

R.H. 9/22/21

Article 27

Safety and Health

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

27.2 Employees in classifications/positions where it is warranted, will receive up to two (2) pairs of safety shoes/boots of their choice. The Village Manager or his/her designee will be responsible for deciding which positions require the wearing of safety shoes/boots using recommended standards. Management shall determine the type and quality of such shoes/boots. The employees designated to receive shoes/boots will be allowed to choose directly from a vendor of his/her choice and shall be reimbursed the price of safety shoes/boots up to \$125 per year.

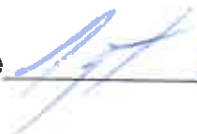
Receipts for shoes must be submitted by September 15th each year. Receipts submitted after September 15th will be deducted against the next fiscal year's allowance.

Purchases within 30 days of conclusion of employment will not be reimbursed by the Village.

Any safety shoe/boot that is damaged beyond use while the employee is acting in the performance of their official duties shall be replaced by the Village, up to \$125, provided that the damage is not a result of negligence. Such claim must be supported by reasonable proof and shall be subject to approval by the Department Director or his/her designee.

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

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

Village/Date  9.22.21

Union/Date RH. 22-21

Article 28

General Provision

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

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

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

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

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

28.4 The Village shall notify the Union of any third-party, specific request for personal information about bargaining unit members (i.e., public records request).

Village/Date

 8-18-21

Union/Date

RA 8-18-21

Article 29

Pension

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

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

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

Village/Date

 7-3-21

Union/Date

RH 8-18-21

Article 30
Probationary Period

30.1 All newly hired or rehired employees shall be subject to a probationary period of twelve (12) months.

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

30.3 All demoted (voluntary or involuntary) and transferred employees shall be subject to a probationary period six (6) months.

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

Village/Date

 9/1/93

Union/Date

RH 8-18-21

Article 31
Worker's Compensation

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

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

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

31.4 The Union and the Village, in an effort to minimize workplace accidents and promote workplace safety, will partner to prepare printed materials on workplace safety. Additionally, the Union will hold quarterly safety meetings with bargaining unit members in order to promote wellness, and agree to work to assign at least one (1) Union representative to the Village's safety committee.

Village/Date

 8-18-21

Union/Date

RL 8-18-21

Article 32

Working Out of Classification

32.1 The term "Working Out of Classification" shall be defined as follows:

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

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

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

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

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

Village/Date

 9-3-21

Union/Date

9/3/21

32.6 Certified Emergency Communications Training Officer:
The Chief of Police or designee may assign certain Emergency Communications Officers as Communications Training Officers. If not already certified as a Communications Training Officer, the Emergency Communications Officer shall, within one year of assignment, successfully complete an Association of Public-Safety Communications Officials (APCO) Communications Training Officer Course, or its equivalent. Once assigned, Communications Training Officers shall receive an increase in their base rate of pay in the amount of four percent (4%). The number of Communications Training Officers shall be limited to two (2), and the designated employee(s) shall receive the monetary increase for the duration of the assignment, whether in the process of training an Emergency Communications Officer or not. If the designated employee relinquishes, or is removed from, the assignment, the four percent (4%) monetary increase will cease. The Chief of Police or designee shall have the right to determine the selection of Communications Training Officers and to determine their removal from the assignment.

Village/Date

9-3-21

Union/Date

RI 3/9/21

Article 33

Standby - Recall

33.1 Non-exempt employees who are assigned to be "On-Call" during a particular workweek are entitled to receive an additional five percent (5%) of their regular hourly pay rate for hours worked during the on-call workweek. Cell phones ~~will~~ may be assigned to employees who are on-call for official business only. Only work-related calls, texts, use of apps, camera/video functions or Internet usage is permitted. On-Call employees are expected to answer their cell phones immediately. On-Call employees must be able to respond to their assigned workstation regarding the callout issue within 45 minutes. On-Call employees who live within the Village and/or the Village's future annexation area are permitted to take their Village-assigned service vehicles home.

33.2 When called out, On-Call employees, who do not live within the Village and/or the Village's future annexation area and do not take their Village-assigned service vehicle home, will report to their Village workstations to pick up their service vehicle for use during the call-out, and return the vehicle to the Village workstation when their work is completed. Employees who are On-Call will report to a call-out issue in their assigned uniforms and with their assigned equipment.

33.3 The personal activities of an employee who is on call are unrestricted, with the exception of activities which would prohibit an employee's ability to perform their job duties in a safe and competent manner, or which would prohibit an employee from responding to the Call-Out issue within 45 minutes. Supervisors, whether or not assigned to On-Call status, shall be available on their Village-issued cell phones in the event of a major emergency.

33.4 Employees and supervisors subject to On-Call status will be maintained by Public Works and the Water Plant Superintendents. On-Call employees shall be selected from this list on a rotational basis, each week. Failure of an On-Call employee to answer the Village-provided cell phone and/or failure to report to a call-out issue may result in disciplinary action.

33.5 On-Call employees responding to a call-out issue will be paid a minimum of two (2) hours of compensation. All time spent by an On-Call

Village/Date

9-3-21

Union/Date

RH 8-18-21

employee responding to a call-out issue will be paid at time and one half (1.5). Compensation may be taken as pay or compensatory time.

33.6 On-Call provisions do not apply to an employee held over from his assigned workday, or to such instances in which an employee is called in two (2) hours or less prior to the beginning of his/her scheduled shift.

Village/Date

9/3/21

Union/Date

RH 9/3/21

Article 34

Higher Education and Training

34.1 Educational Incentive shall be provided to bargaining unit employees in the same manner and under the same policies and procedures as are applicable to all other Village employees.

34.2 Reference: Employment Regulations

34.3 The plan shall be applicable to any full-time employee of the Village who has been employed by the Village for a minimum of twelve (12) months prior to the date on which the employee makes the request for participation.

34.4 This plan is applicable only to educational programs offered by postsecondary institutions, which are accredited by the Southern Association of Colleges and Schools, Commission on Colleges.

34.5 Any employee with regular status, with the approval of the Department Director and the Village Manager or his designee, may receive leave and/or financial aid to cover a portion of certain expenses or training provided that:

- a) Adequate funds (not to exceed ~~\$2,000~~ \$2,500 per employee per fiscal year) for such training are available in the budget of the department to which the employee is assigned or available for training funds allocated for such purposes.
- b) Completion of such training will improve the employees' job knowledge and increase his/her efficiency.
- c) In the event the final examination is failed or the training is not completed, the employee will reimburse the Village for the total cost of all Village expenses involved in such training.
- d) Upon completion of a course in an approved program, an employee may apply for tuition reimbursement in an amount equivalent to a portion of the tuition cost according to the following schedule:

Village/Date 9-22

Union/Date RH 9/13/21

Course Grade "C" 50% Reimbursement
Course Grade "B" or "Pass" 75% Reimbursement
Course Grade "A" 100% Reimbursement

- e) Any person enrolling in an approved degree program shall be eligible for reimbursement at the rate per course established by the Florida Atlantic University for a Bachelor's degree program or Palm Beach State College for an Associate's degree program.
- f) If the employee leaves the employ of the Village within one (1) year after completion of such training, the employee will reimburse the Village for all Village funds invested in such training. If the employee leaves the Village within one (1) to two (2) years after completion of such training, the employee will reimburse the Village for one-half ($\frac{1}{2}$) of the Village funds invested for such training.

Village/Date

9/3/21

Union/Date

RH 9/3/21

Article 35
Voluntary Resignation

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

Village/Date

9/9-3-21

Union/Date

8/1-8-18-21

Article 36
Health and Insurance Benefits

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

Village/Date

9-3-21

Union/Date

8-18-21

Article 37
Drug Free Workplace

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

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

37.3 Reference: Employment Regulations

Village/Date

 4-3-21

Union/Date

RH 8-18-21

Article 38

Uniforms

38.1 Employees who are required to wear uniforms (Utilities, Public Works and other field personnel) shall receive the following uniform items; Eleven (11) sets of any combination of shorts, pants, short sleeve shirts and long sleeve shirts. Employees will receive the number of uniform pieces each year to accomplish the task assigned. The cost of the uniforms shall be borne by the Village.

38.2 In addition to the number of uniform pieces outlined above, Utilities, Public Works and other field service personnel shall receive:

- Five (5) t-shirts annually
- Windbreaker and other protective apparel will be provided upon request by the bargaining unit member and by the Village's approval and budget availability, during the term of this Agreement.

The Police Department shall provide non-sworn personnel uniforms per the Police Departments General Orders.

All other employees not issued a uniform may receive Village shirts/jackets, as approved by the Village, not to exceed \$125 annually. All purchases are subject to Federal, State and Local taxes in accordance with IRS Guidelines.

Employees shall have the right to waive all or part of the t-shirts, polo style shirts, windbreaker or jacket, based on position.

38.3 Uniforms must be maintained in the condition provided to give professional appearance and follow the Village's Dress Code. Alterations must have prior approval of Department Directors or their designee.

38.4 The Village reserves the right to choose color, style, text and logo identification on all uniforms purchased by the Village

Village/Date 9-22-21

Union/Date 9-22-21

Article 39
Compensation Plan

39.1 The merit plan will remain in effect.

For Fiscal Year 2021/2022:

39.2 As of October 1, 2021, Bargaining Unit members will receive a three percent (3%) Across the Board increase, payable the first pay period in Fiscal Year 2021/2022.

"Topped out" (i.e., at the maximum of their pay scales) base pay will be increased to allow employees who are "topped out" to receive the full Across the Board pay increase to their base pay according to the provisions outlined in this Article.

39.3 Unless "topped out," all Bargaining Unit Members who receive the **General Employee Evaluation Form** with a total point score of 28 or more on their most recent annual evaluation will receive a two percent (2%) merit increase to their base rate of pay. If a score of 27 is received, the member can appeal (but not grieve) within ten (10) calendar days to their Department Director with the Village Manager being the final decision maker. If a score of less than 28 is received, a merit raise will not be received that fiscal year.

Those Bargaining Unit Members who receive the **Supervisor Evaluation Form** with a total point score of 36 or more on their most recent annual evaluation will receive a two percent (2%) merit increase to their base rate of pay. If a score of less than 36 is received, a merit raise will not be received that fiscal year. Each merit increase will take effect upon the first full pay period following anniversary date.

39.4 At any time during the term of this Agreement, the Village will implement a bi-weekly payroll period and will provide employees with a minimum of 30 days' notice prior to implementing the new bi-weekly pay roll period.

Village Employees will be permitted to "cash out" up to forty (40) hours of paid leave time or compensatory time during the two-week period prior to the implementation of the bi-weekly pay roll period.

Village/Date  9-22-21

Union/Date RH 9-22-21

Article 40

Grievance-Arbitration Procedure

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

The grievance procedure is as follows:

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

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

Village/Date

9-3-21

Union/Date

RL 8-18-21

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

Village/Date

9/9-3-21

Union/Date

RH 8-18-21

Article 41
Work Stoppages

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

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

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

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

Village/Date 9-7-21

Union/Date 2/18-21

Article 42

Shift Differential Pay

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

Second shift	(3 p.m. – 11 p.m.) (4 p.m. – 12 p.m.)	\$0.65/hour
Third shift	(11 p.m. – 7 a.m.) (12:01 a.m. – 8 a.m.)	\$0.85/hour

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

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

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

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

Village/Date

9/3/21

Union/Date

9/3/21

Article 43

Local Emergency Pay Conditions

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

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

A. Hourly (non-exempt) employees

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

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

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

Village/Date

Union/Date

RI 8-17-21

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

Village/Date

9/17-3/21

Union/Date

RA 8-18-21

Article 44
Union Leave

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

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

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

Village/Date

9-7-21

Union/Date

RA 8-18-21

Article 45
Duration of Agreement

45.1 This Agreement shall become effective on October 1, 2021 and shall continue in full force and be effective until midnight on September 30, 2024. Each party shall have the right to reopen one (1) Article for the contract years 2022/2023/2024 and those provisions that deal with compensation. Both parties must notify each other of their intentions to start negotiations between March 1st and May 30th of the fiscal year in question.

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

THIS CONTRACT was tentatively agreed upon by the Village Manager, as Chief Executive Officer, and the Chief Negotiator and Agent of the SEIU/FPSU. The Contract shall not be effective until ratified by the bargaining unit members and the Village Council.

FOR THE SEIU/FPSU

FOR THE VILLAGE


Rodrigo Hidalgo
Chief Negotiator and Agent
SEIU/FPSU

Richard J. Reade
Village Manager

THIS CONTRACT was ratified by the parties on the last date shown below:

Joseph Brenner
SEIU/FPSU

Bev Smith
Mayor

Date

Date

Village/Date 9-22-21

Union/Date 9-22-21

Appendix "A"

Village of Palm Springs Pay Plan

Section 1 Resolution

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

Section 2 Schedule of Pay Grades

The schedule of pay grades indicates all pay ranges utilized in assigning rates of pay to the various classes.

Section 3 Salary Schedule Assigning Pay Grades to Classes of Positions

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

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

- 4.1 The pay plan recommended by the Village Manager shall become effective as of the date approved by the Village Council
- 4.2 Administration of the Pay Plan – The Village Manager shall be responsible for administering the pay plan on a fair equitable basis. The plan will be subject to collective bargaining agreements and budgetary consideration.
- 4.3 Amendment to the Pay Plan – Amendments to the pay plan as approved in this section shall become effective at the beginning of the first full pay period following recommendation by the Village Manager and adoption by the Village Council unless otherwise specified.

Village/Date 9/3/21

Union/Date R/L 9/3/21

- 4.4 **Salary Adjustment** – When amendment of the pay plan causes the pay grade for a class to be adjusted to a higher or lower pay grade, employees in the class may be placed in the new pay grade which is equivalent to the salary received in the previous pay grade. Employees whose salary is less than the minimum of the new pay grade shall be raised to the minimum of the new pay grade. Employees whose salary exceeds the maximum of the new pay grade shall not have their salary reduced and shall not be eligible for pay increases during the period of incumbency, except for cost of living pay adjustments granted by the Village Council.
- 4.5 **Reclassification** – When a position is moved from an existing classification to a classification in a lower pay range, the salary of the incumbent shall be adjusted under section 4.3 of the Pay Plan Rules. When a position is moved from an existing classification to a classification in a higher pay range, the salary of the incumbent shall be adjusted under section 4.6 of the Pay Plan Rules.
- 4.6 **Original Appointments** – a.) Original appointments to the Village service shall normally be made at the minimum of the pay range designated for the classification. When an applicant possesses exceptional qualifications warranting employment above the established minimum, the Department Director may authorize a higher salary within the appropriate pay range. b.) Pay that is higher than the minimum of the pay grade must be approved by the Village Manager.
- 4.7 **Promotional Appointments** – a.) Promotional appointments shall be made at not less than four (4) percent above the amount received by the employee at the time of promotion provided that the salary granted shall not be below the minimum or above the maximum of the range to which the classification is assigned. b.) Recommendations for promotional appointments will be

Village/Date

9/3/21

Union/Date

9/3/21

made by Department Directors. All promotional appointments shall be approved by the Village Manager.

- 4.8 Transfer – Transfers of employees which do not constitute a change of classification held by an employee or transfers to a classification with the same pay range as that previously held, shall be considered continuous employment and shall not affect the employee's status relative to the pay plan. Transfer of employees to a classification other than that currently held, and which has a pay range other than that currently held, shall be considered promotion or demotion and the previous governing promotions or demotions shall apply.
- 4.9 Demotion – a.) Employees demoted to a classification in a pay range below that previously held, shall be paid at a rate within the pay range established for the lower classification, at a salary nearest to the salary amount received in the previously held position. b.) Any employee who voluntarily requests a demotion to a classification in a pay range below that previously held shall be paid at a rate within the pay range established for the lower classification based upon job qualifications (i.e., education, training and experience).
- 4.10 Administrative Salary Increase - Outstanding Performance: The Village Manager may, upon recommendation of a Department Director, grant an administrative pay increase of four percent (4%) to an employee for performance considered by the Department Director and Village Manager to be outstanding. Such increases may be granted only in limited numbers based upon exceptional circumstances and shall not exceed one such increase per employee per year. Such increase shall not cause an employee to exceed the maximum of his/her range.

Village/Date

MP 7-3-21

Union/Date

RH 9/3/21

Section 5 Pay Plan Implementation

- a.) The pay plan will commence with the first full pay period in the fiscal year.
- b.) Employee increases occur annually upon anniversary (hire) date.
- c.) Employees to be eligible for a step increase must have a satisfactory job performance based on an employee evaluation by Department Director or designee.
- d.) Employees promoted after October 1, 2021, will have an anniversary date that coincides with their original hire date.

Employees promoted prior to October 1, 2021, will retain their current anniversary date regardless of future promotions.

- e.) Employees currently working will be placed in the range that corresponds with the closest step. Under no circumstances will a reduction in pay occur as a result of integration into the plan.

Village/Date  8-22-21

Union/Date 27 H 9-22-21



Village of Palm Springs

Executive Brief

AGENDA DATE: October 7, 2021

DEPARTMENT: Administration

ITEM 6.2: Recommendation of Appointment to the General Employees Pension Board of Trustees - Village Manager Designee

SUMMARY:

Currently, there are four (4) vacancies on the General Employees' Pension Board of Trustees, due to the resignations of Mariana Ortega-Sanchez and Ed Horton (appointed as Employee Member Trustees), Tina Henderson, (appointed as a 5th Member Trustee (or Citizen Member), and Rich Reade (appointed as Village Manager).

The Village Council has recommended approval of Mrs. Kim Glas-Castro, Assistant Villager, to serve as Village Manager's designee. If approved, Mrs. Glas-Castro shall serve at the pleasure of the Village Manager.

If the recommendation for appointment is approved, two (2) Employee Member Trustees and one (1) Citizen Member vacancy remain for the General Employees' Pension Board of Trustees.

FISCAL IMPACT:

There is no fiscal impact on the Village.

ATTACHMENTS:

Kim Glas-Castro Application is Available Upon Request

**A copy of the Applicant's
application is on file in the Village
Clerk's Office.**

**Available
Upon
Request**



Village of Palm Springs

Executive Brief

AGENDA DATE: October 7, 2021

DEPARTMENT: Administration

ITEM 6.3: Approval of Interim Village Manager Agreement - Michael Bornstein

SUMMARY:

At their September 29, 2021, Special Council Meeting, the Village Council had a discussion about a possible agreement with Mr. Michael Bornstein as Interim Village Manager temporarily. It was decided that Mr. Bornstein as Interim Village Manager would be in the best interest of the Village. Mr. Bornstein's knowledge, experience, and skills would be a benefit to staff and the community.

It is requested that Council approve the Interim Village Manager Agreement with Mr. Michael Bornstein effective October 4, 2021 - March 31, 2022, unless earlier terminated under the thirty (30) day notice provision.

FISCAL IMPACT:

ATTACHMENTS:

Letter and Agreement to the Mayor and Council - Interim Village Manager

**TORCIVIA, DONLON
GODDEAU & RUBIN, P.A.**

701 Northpoint Parkway, Suite 209
West Palm Beach, Florida 33407-1950
561-686-8700 Telephone / 561-686-8764 Facsimile
www.torcivialaw.com

Glen J. Torcivia
Lara Donlon
Christy L. Goddeau*
Leonard G. Rubin*

Jennifer H.R. Hunecke
Susan M. Garrett
Elizabeth V. Lenihan*

*FLORIDA BAR BOARD CERTIFIED
CITY COUNTY AND LOCAL GOVERNMENT ATTORNEY

October 1, 2021

Mayor Smith and Village Council Members
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

Re: Interim Village Manager

Dear Mayor and Council Members:

In accordance with your direction, attached is an Interim Village Manager Agreement with Michael Bornstein. As you can see, Mr. Bornstein has accepted the terms and conditions that the Council discussed at the meeting on Wednesday, September 29, 2021. Specifically, Mr. Bornstein has agreed to the suggested salary of \$175,000.00 (I believe I had indicated that Mr. Bornstein's salary at Lake Worth Beach was in the low \$170,000 range and it was actually \$169,000.00). Mr. Bornstein's employment will commence on Monday, October 4, 2021 and continue until March 31, 2022 unless earlier terminated pursuant to the thirty (30) day notice provision.

I also adjusted benefits as directed:

- Paragraph B 1 - Personal Leave Time includes 2.5 days per month;
- Paragraph B 7 dues, subscriptions and training are only payable upon approval of the Council;
- Paragraph B 8 has been adjusted to provide that reimbursement for per diem and subsistence allowance will be subject to Council approval;
- Paragraph B 10 has been adjusted to a \$200.00 per month reimbursement and removal of the credit card;
- Paragraph VI regarding performance evaluation has been deleted; and
- Paragraph VII, Termination was renumbered to paragraph VI and language relating to With Cause Termination has been removed.

Mayor Smith and Village Council Members
October 1, 2021
Page 2

If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in cursive script, appearing to read "Glen J. Torcivia".

GLEN J. TORCIVIA, ESQUIRE
GJT/ak
Enclosure

cc: Kim Glas-Castro, Assistant Village Manager

Village of Palm Springs Interim Village Manager Agreement

THIS INTERIM VILLAGE MANAGER AGREEMENT between MICHAEL BORNSTEIN ("MANAGER" or "EMPLOYEE") and the VILLAGE OF PALM SPRINGS, a Florida municipal corporation ("EMPLOYER" or "VILLAGE") is made this ____ day of October, 2021.

WHEREAS, the parties have decided to enter into this Interim Village Manager Agreement ("Agreement");

WHEREAS, the Village Council, on behalf of the Village, desires to employ Manager, as the Interim Village Manager of the Village on a temporary basis, pursuant to the terms, conditions and provisions of this Agreement; and

WHEREAS, the Manager has agreed to commence employment as the Interim Village Manager, subject to the terms, conditions and provisions of this Agreement.

NOW, THEREFORE, the Village and the Manager, for and in consideration of the terms, conditions and provisions hereinafter established, the sufficiency of which is hereby acknowledged, have agreed as follows:

I. EMPLOYMENT OF MANAGER

Subject to the terms and conditions set forth in this Agreement, EMPLOYER hereby agrees to employ MANAGER as its full-time, exempt Interim Village Manager and MANAGER hereby agrees to commence such employment.

II. DUTIES AND RESPONSIBILITIES

The MANAGER shall be responsible to the EMPLOYER and shall perform the functions and duties of the Village Manager as provided in the Charter, the Code of Ordinances, Policies and Procedures of EMPLOYER, and as provided by Florida Law, the Palm Beach County Code of Ethics and as mutually agreed to by the MANAGER and EMPLOYER from time to time. The MANAGER shall devote whatever time is necessary to perform the duties of the position. The MANAGER shall remain in the exclusive employment of EMPLOYER until termination or expiration of this Agreement.

The MANAGER shall be responsible only to the Village Council and shall satisfactorily perform the duties of Village Manager as determined by the Village Council. The MANAGER shall have the authority and responsibility to direct and supervise the operation of the EMPLOYER and to appoint, employ, recognize, and terminate the employment or services of such individuals as may be necessary for the proper and efficient operation of the EMPLOYER in accordance with applicable laws, policies, practices and rules.

III. EXCLUSIVE EMPLOYMENT

MANAGER shall not be employed by any other employer during the Term or any extension or modification of the Term of this Agreement.

During employment by EMPLOYER, MANAGER is prohibited from accepting compensation, remuneration, gifts or other tangible or intangible items of value from outside organizations, entities, or persons unless such acceptance is permitted by applicable ethical laws and approved by EMPLOYER.

The term "employed" as used in this section, shall not be construed to exclude occasional teaching, writing or consulting performed on the MANAGER'S time off not in excess of an average of ten (10) hours per week in a non-conflicting capacity, in accordance with the provisions of Florida Statutes or the Palm Beach

County Code of Ethics. The MANAGER shall devote his full time to act as the Interim Village Manager and to carry out to the best of his abilities all the duties imposed upon him by the Charter and the Ordinances of the Village and such other duties as the EMPLOYER may assign from time to time. During the term of this Agreement and any extensions thereof, the MANAGER shall not hold office in any political party or political organization.

IV. TERMS OF EMPLOYMENT

- A. The Term of this Agreement and MANAGER'S employment shall commence on October 4, 2021, and shall remain in effect until March 31, 2022 unless earlier terminated as provided in Section VI. The Term of this Agreement may be modified or extended only by written mutual consent of the parties.
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the EMPLOYER to terminate the service of MANAGER at any time, subject only to the provisions set forth in Section VI herein below.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the MANAGER to resign at any time, subject only to the provisions set forth in Section VI herein below.

V. COMPENSATION

- A. Base Salary. EMPLOYER agrees to pay MANAGER for services rendered at the base annual salary of \$175,000.00. The Base Salary shall be paid in installments at the same time as other employees of the EMPLOYER are paid.

- B. Benefits.

- 1. Personal Leave Time: MANAGER shall earn Personal Leave Time in the amount of 2.5 days per month. MANAGER shall earn Personal Leave Time accrued in equal installments on a weekly or bi-weekly basis to correspond to the EMPLOYER's regular payroll cycle. The MANAGER shall be permitted to use Personal Leave Time in the same manner and under the same provisions as other Village employees as set forth in the EMPLOYER'S policies, as amended from time to time. Personal Leave Time shall be immediately available for use upon accrual of same. Additionally, MANAGER is entitled to participate in EMPLOYER'S Personal Leave Incentive Payment Program, to the extent such a program exists, as outlined in EMPLOYER'S employment regulations/policies. MANAGER'S participation in the Personal Leave Incentive Payment Program shall have the same maximum annual payout as other Village employees, but MANAGER shall not have a minimum personal leave day usage in order to participate in the Personal Leave Incentive Payment Program.

All accrued and unused Paid Leave Time (up to a maximum of 400 hours) shall be paid at 100% upon separation of employment, regardless of the reason for separation.

- 2. Administrative Leave Days: MANAGER shall be provided ten (10) days of Administrative Leave Days each contract term for use in any manner he deems appropriate. Such leave shall accrue in full immediately upon beginning employment. Further, Administrative Leave Days accrued, but not used by the end of each contract term shall be forfeited. However, unused Administrative Leave Days shall be paid upon separation from employment, regardless of the reason for separation. "Contract term" is defined as October 2021 to the following March 31, 2022.
 - 3. Insurance: The MANAGER, his spouse and dependents, if any, shall be entitled to and enjoy inclusion in the EMPLOYER'S Health Insurance Program and other insurance benefit programs that may be offered in the same manner and under the same provisions and benefits

as other Village employees, as the same exists or may be amended from time to time by the EMPLOYER.

4. Retirement/Deferred Compensation: The MANAGER shall be eligible to participate in the system currently available to, and under the same terms as, other Village employees or any successor plans. The MANAGER shall be subject to the same contribution and vesting schedule as all other participants in the same or similar job categories.
5. Car Allowance: In lieu of an official vehicle, EMPLOYER shall provide MANAGER with a monthly car allowance of five Hundred Fifty and No/100 Dollars (\$550.00) in full payment of any expenses arising from this employment, provided the MANAGER maintains personal car insurance coverage for property damage and bodily injury consistent with the EMPLOYER'S current automobile policy limits. Pursuant to §112.061, Florida Statutes, such allowance may be changed by the EMPLOYER on the basis of a signed statement of the MANAGER, filed before the allowance is changed, and at least annually thereafter. The statement shall show the places and distances for an average typical month's travel on official business, and the amount that would be allowed under the approved rate per mile for the travel shown in the statement, if payment had been made pursuant to the mileage reimbursement provisions of §112.061, Florida Statutes. MANAGER shall be responsible for any tax consequences relating to such car allowance.
6. Cellular Telephone: EMPLOYER shall provide MANAGER with a cellular telephone and service to be used EMPLOYER-related business. MANAGER shall be responsible for any tax consequences relating to the provision of such a device and associated service.
7. Dues, Subscriptions, and Training: EMPLOYER shall pay reasonable and appropriate professional dues, subscriptions, and training on behalf of the MANAGER for the purpose of allowing him participation in direct job-related associations, subject to budget constraints and the prior approval of the Village Council.
8. Per Diem and Subsistence Allowance. MANAGER shall be reimbursed for work-related travel outside Palm Beach County based on the categories and at the standard rates provided in §112.061, Florida Statutes, which reimbursement shall not be considered part of the MANAGER'S Compensation. However, no reimbursement for mileage or other vehicle expenses related to the maintenance or operation of MANAGER'S private vehicle will be provided except as specified in Section V, B, 5, of this Agreement. As an exempt employee, no additional compensation will be paid for time spent traveling on EMPLOYER business other than MANAGER'S Base Salary then in effect. Said reimbursement shall be subject to Village Council approval.
9. Additional Benefits: Said further and additional benefits which are provided to other Village employees now or in the future shall be provided to the MANAGER.
10. The Manager is authorized to be reimbursed up to \$200.00 a month for Village related expenditures, which are hereby determined to serve a public purpose.

VI. TERMINATION

A. Without Cause.

1. EMPLOYER may terminate MANAGER without cause at any time during the Term of the Agreement, or any extension of the term authorized by written amendment, in accordance with the provisions of Village Charter Section 4.02, as amended from time to time.
2. The EMPLOYER'S termination of MANAGER without cause shall be in accordance with the provisions of the Village Charter and the determination of the Village's Council shall be final and non-appealable.

3. Pursuant to Section V, B, 1 of this Agreement, EMPLOYER shall pay any accrued and unused Paid Leave Time, if any, within 15 days of the separation date.
 4. MANAGER is not entitled to or eligible for Severance Pay, and EMPLOYER shall not make payment for Severance Pay, due to termination Without Cause. However, pursuant to Section V, B, 1, Employer shall pay any accrued and unused Paid Leave Time, if any, within 15 days of the separation date.
- B. Resignation.
1. MANAGER may voluntarily resign his employment with EMPLOYER by providing EMPLOYER at least thirty (30) days written notice in advance. During the 30-day period, EMPLOYER may require MANAGER to cease or limit the work performed on EMPLOYER matters, during which time MANAGER is entitled to such regular Compensation and Benefits as is due under this Agreement until the effective date of the resignation as provided in the notice.
 2. MANAGER is not entitled to or eligible for Severance Pay, and EMPLOYER shall not make payment for Severance Pay, due to resignation from employment.
 3. Pursuant to Section V, B, 1, EMPLOYER shall pay any accrued and unused Paid Leave Time, if any, within 15 days of the separation date.
- C. Expiration of Term.
1. MANAGER'S employment shall automatically terminate at the expiration of the Agreement's Term, or any subsequent Term where extended by a written amendment.
 2. MANAGER is not entitled to or eligible for Severance Pay, and EMPLOYER shall not make payment for Severance Pay, due to the expiration of the Term, or any subsequent Term where extended by a written agreement.
 3. Pursuant to Section V, B, 1, EMPLOYER shall pay any accrued and unused Paid Leave Time, if any, within 15 days of the separation date.
- D. Death.
1. This Agreement, the Term and any subsequent Term where extended by written agreement, and MANAGER'S employment shall terminate automatically upon the MANAGER'S death.
 2. MANAGER is not entitled to or eligible for Severance Pay, and EMPLOYER shall not make payment for Severance Pay, as a result of death.
 3. Pursuant to Section V, B, 1, EMPLOYER shall pay MANAGER'S designated beneficiary any accrued and unused Paid Leave Time, if any, due MANAGER (excluding Severance Pay) through the date of death pursuant to this Agreement. Said payment to be made within fifteen (15) days of the MANAGER'S Death. "Designated beneficiary" shall be the person(s) designated by the MANAGER in the Village's Life Insurance Program, will, trust, or similar document.
- E. Disability
1. If the MANAGER becomes permanently disabled and is unable to perform his duties or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four consecutive weeks whether paid or unpaid after exhaustion of any accrued and unused Paid Leave Time, if any, or holiday time, EMPLOYER shall have the option to terminate this Agreement.

2. Pursuant to Section V, B, 1, Employer shall pay any accrued and unused Paid Leave Time, if any, within 15 days of the separation date.
3. MANAGER is not entitled to or eligible for Severance Pay, and EMPLOYER shall not make payment for, Severance Pay, as a result of Disability.

VII. General Provisions:

- A. The text herein shall constitute the entire Agreement between the parties.
- B. This Agreement shall be binding upon EMPLOYER and MANAGER and the successors, assigns and heirs of each respectively.
- C. This Agreement may not be modified or changed in any way whatsoever except by mutual written consent of both parties.
- D. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by the party.
- E. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- F. Indemnification. EMPLOYER shall provide an attorney to defend the MANAGER against any civil action for any injury or damage suffered as a result of any act, event, or omission that arises out of the MANAGER'S employment, unless the MANAGER acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. When providing such defense, EMPLOYER may compromise and settle any such claim or suit and pay the amount of such settlement in its sole discretion. EMPLOYER shall not be liable for the acts or omissions of the MANAGER committed while acting outside the course and scope of his employment or committed in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety or property. In such instances where EMPLOYER has provided a defense, yet the MANAGER was found to be personally liable for such injury or damages, the MANAGER shall reimburse EMPLOYER for any legal fees, costs, and expenses EMPLOYER has incurred or otherwise paid on his/her behalf in connection with the alleged conduct. Such payment shall become due and payable within thirty (30) days of the final judgment.
 - a. Where the MANAGER has separated employment prior to the EMPLOYER or MANAGER receiving notice of the civil action, EMPLOYER shall provide an attorney to defend the MANAGER against as a result of any act, event, or omission that arises out of the MANAGER'S course and scope of employment, unless MANAGER acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.
 - b. EMPLOYER shall provide an attorney to defend the MANAGER against complaints or charges brought before the State or local Commission on Ethics if it determines that the act, event, or omission arises out of the MANAGER'S course and scope of employment, and that providing such defense serves a public purpose. Such defense shall be provided regardless of whether the EMPLOYER or MANAGER receives notice of the charge prior to or after the MANAGER'S separation from employment. However, the VILLAGE's obligation to pay for any such defense expires for any such complaints or charges filed more than five (5) year after the MANAGER's separation date. If MANAGER is determined to have personally and directly violated the applicable Code of Ethics, he shall, within thirty (30) days of said determination, pay the VILLAGE all monies paid by the VILLAGE in defending MANAGER, including, but not limited to, all attorneys' fees incurred.

- G. EMPLOYER shall bear the full cost of any fidelity or other bonds required of the MANAGER under any policy, regulation, law or ordinance.
- H. Failure of the EMPLOYER to enforce or exercise any right(s) under this Agreement shall not be deemed a waiver of EMPLOYER'S right to enforce or exercise said right(s) at any time thereafter.
- I. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- J. Post-Termination Name Clearing Meeting: MANAGER may avail himself of the Village's Post Termination Name-Clearing process in accordance with Village policy in effect at the time of termination, if any. However, in light of the organizational structure, MANAGER must submit any request for such meeting in writing to the City Attorney within 10 business days of the date of termination and such meeting will be scheduled to occur at a regular Council Meeting with the Council presiding at such meeting or, in lieu of attending a meeting, MANAGER or the Village may choose for Manager to submit a written statement to be included in the MANAGER'S personnel file. The meeting is not an appeal of the termination decision and the Council shall not consider reinstatement at the Post-Termination Name Clearing Meeting, if such a meeting is held. The process is designed to allow the employee to present information in the public record regarding the information forming the basis of the termination.
- K. All notices required to be given under the terms of this Agreement or which any of the parties desires to give hereunder shall be in writing and personally delivered or sent by registered or certified mail, return receipt requested, addressed as follows:

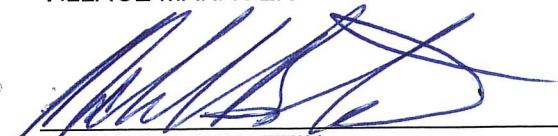
TO: Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461
ATTN: Mayor and Village Attorney

TO: Michael Bornstein
Address on File at the
Village Clerk's office

Any party may designate a change of address at any time by giving written notice thereof to the other parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day set forth above.

VILLAGE MANAGER


MICHAEL BORNSTEIN

STATE OF FLORIDA

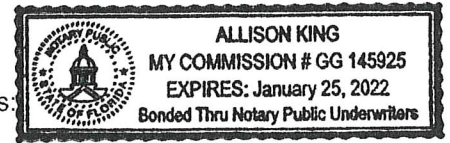
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 1st day of October 2021 by _____, who is personally known to me, or has produced _____ as identification and did/did not take an oath.

Allison King

Notary Public
Signature and Seal

My commission expires:



ATTEST

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
KIMBERLY M. WYNN, Village Clerk

BY: _____
BEV SMITH, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, Village Attorney



Village of Palm Springs

Executive Brief

AGENDA DATE: October 7, 2021

DEPARTMENT: Administration

ITEM 6.4: Approve Palm Beach County Police Benevolent Association (PBA) Agreement – Wage Amendment – Across the Board and Merit Increase (*ADDENDUM*)

SUMMARY:

The Village and the Palm Beach County Police Benevolent Association (PBA) have negotiated and come to a tentative agreement (TA'ed) to amend one (1) Article within the existing three (3) year union agreement, which expires on September 30, 2022. The proposed amendment includes:

Article 41 - Salary:

- 3% across the board increase for all union members, payable the first pay period of FY 2022
- 2% merit increase for all unit members that achieve a score of 28 or above on the General Employee Evaluation form or a 36 or above on the Supervisor Evaluation form, payable the first pay period following the anniversary date

Note: "Topped out" union members will be eligible to receive the 3% Across the Board.

The PBA membership is expected to vote on these amendments. If the PBA ratifies the proposed changes to the agreement, all changes, will take effect beginning October 6, 2021, unless otherwise stated. If the agreement is not ratified by the union members, the proposed changes will not be paid out and both parties will return to the negotiating table. The proposed wage change has been reviewed by Administration/Human Resources and the Village Attorney.

Note: All backup information related to this item will be provided to the Village Council before consideration and following ratification by the PBA Membership.

Upon approval by Council, the new amendment to the contract will be effective immediately.

FISCAL IMPACT:

The impacts related to the proposed salary increase have been included within the approved FY 2022 Budget - General Fund

ATTACHMENTS:

2019-2022 PBA Agreement

10/7/2021

PALM SPRINGS SERGEANTS/POLICE OFFICERS' CONTRACTS

BETWEEN THE

VILLAGE OF PALM SPRINGS

AND

THE PALM BEACH COUNTY
POLICE BENEVOLENT ASSOCIATION

OCTOBER 1, 2019

THRU

SEPTEMBER 30, 2022

2019/2022 RE-OPENER

Article 41

Salary

For Fiscal Year 2019/2020:

41.1 The merit plan will remain in effect.

41.2 As of October 1, 2019, Bargaining Unit members will receive a four percent (4%) Across The Board increase, payable the first pay period of fiscal year in 2019/2020.

"Topped out" (i.e., at the maximum of their pay scales) base pay will be increased to allow employees who are "topped out" to receive the full Across the Board pay increase to their base pay according to the provisions outlined in this Article.

41.3 Unless "topped out," all Bargaining Unit members who receive the General Employee Evaluation Form with a total point score of 28 or more on their most recent annual evaluation will receive a one percent (1%) merit increase to their base rate of pay. If a score of 27 is received, the member can appeal (but not grieve) within ten (10) calendar days to the Chief of Police with the Village Manager being the final decision maker. If a score of less than 28 is received, a merit raise will not be received that fiscal year.

Those Bargaining Unit Members who receive the Supervisor Evaluation Form with a total point score of 36 or more on their most recent annual evaluation, will receive a one percent (1%) merit increase to their base rate of pay. If a score of less than 36 is received, a merit raise will not be received that fiscal year. Each merit increase will take effect upon the first full pay period following anniversary date.

All bargaining Unit Members who receive the General Employee Evaluation Form with a total point score of 33 or more on their most recent annual evaluation will receive an additional one percent (1%) merit increase to their base rate of pay.

Those Bargaining Unit Members who receive the Supervisor Evaluation Form with a total point score of 45 or more on their most recent annual evaluation, will receive a one percent (1%) merit increase to their base rate of pay.

For Fiscal Year 2020/2021:

41.4 As of October 1, 2020, Bargaining unit members will receive a three percent (3%) Across the Board increase, payable the first pay period of fiscal year 2020/2021.

41.5 Unless "topped out" all Bargaining Unit members who receive a satisfactory evaluation (a score of 28 for general employees; 36 for supervisors) will receive a two percent (2%) increase to their base rate of pay. If an unsatisfactory evaluation is

received, the member can appeal (but not grieve) within ten (10) calendar days to the Chief of Police with the Village Manager being the final decision maker. Each increase will take effect upon the first full pay period following the anniversary date.

41.6 At any time during the term of this Agreement, Village will implement a bi-weekly pay roll period. The Village will provide employees with a minimum of 30 days' notice prior to implementing the new bi-weekly pay roll period.

For Fiscal Year 2021/2022:

41.7 As of October 1, 2021, Bargaining unit members will receive a three percent (3%) Across the Board increase, payable the first pay period of fiscal year 2021/2022.

41.8 Unless "topped out" all Bargaining Unit members who receive a satisfactory evaluation (a score of 28 for general employees; 36 for supervisors) will receive a two percent (2%) increase to their base rate of pay. If an unsatisfactory evaluation is received, the member can appeal (but not grieve) within ten (10) calendar days to the Chief of Police with the Village Manager being the final decision maker. Each increase will take effect upon the first full pay period following the anniversary date.

41.9 At any time during the term of this Agreement, Village will implement a bi-weekly pay roll period. The Village will provide employees with a minimum of 30 days' notice prior to implementing the new bi-weekly pay roll period.

41.10 Village Employees will be permitted to "cash out" up to forty (40) hours of paid leave time or compensatory time during the two-week period prior to the implementation of the bi-weekly pay roll period.

Article 44

Term of Agreement

44.1 Effective upon ratification of this Agreement, the language negotiated by the Parties in Articles 41 of the CBA shall supersede and replace the former language of Articles 41. Any provisions contained in the previously ratified articles of the CBA not expressly mentioned in this Re-opener Agreement shall remain in full force and effect.

44.2 This Agreement shall become effective immediately upon ratification and shall continue in full force and be effective until midnight on September 30, 2022 or otherwise until a successor Agreement is ratified by the Parties.

44.3 The Parties agree that the adoption of this Agreement resolves all open issues for the period of the Agreement.

THIS CONTRACT was tentatively agreed upon by the Interim Village Manager, as Chief Executive Officer, and the President of the Palm Beach County Police Benevolent Association. The Contract shall not be effective until ratified by the bargaining unit members and the Village Council.

FOR THE PBA:

FOR THE VILLAGE:

John Kazanjian

President

Michael Bornstein

Interim Village Manager

THIS CONTRACT was ratified by the parties on the last date shown below:

Lawrence K Fagan

PBA Counsel

Bev Smith

Mayor

Date: _____

Date: _____