

# AGREEMENT BETWEEN

## THE CITY OF RIVIERA BEACH, FLORIDA AND PROFESSIONAL MANAGERS AND SUPERVISORS ASSOCIATION

---

**CONTRACT EFFECTIVE AUGUST 15, 2018  
THROUGH AUGUST 14, 2021**

Yellow highlights in this document reflect substantive or noteworthy changes/edits  
Green highlights in this document reflect a section that was simply moved from one  
Article to another.

## **ARTICLE 1: PREAMBLE**

This Agreement is entered into by the City of Riviera Beach, Florida, hereinafter referred to as the “City” and the Professional Managers and Supervisors Association (PMSA), a division of: FPD/NUHHCE, AFSCME, AFL-CIO, hereinafter referred to as the “Association”.

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and meaningful labor relations for the mutual benefit of the City of Riviera Beach in its capacity as an Employer, the Employees, the Association and citizens of the City of Riviera Beach.

The parties recognize that the best interest of the community and the job security of the employees of the City depend upon the Parties success in establishing and maintaining, effective, proper, and superior service to the community.

The parties will make every effort to provide written summaries for each other's benefit after bargaining sessions. The parties recognize that there are circumstances in which written summaries are not practical or warranted, but recognize the importance of communication.

**ARTICLE 15: VACANCIES/PROMOTIONS/ASSIGNMENTS ABOVE  
GRADE/TRANSFERS**

**Section 6:** In the event an employee receives a promotion, the employee has the right within the first 90 days of said promotion to voluntarily demote himself or herself to the employee's previous position. Said voluntary promotion can only occur if the employee's previous position is vacant or filled by another employee on an interim basis. If the employee's previous position has been filled on a permanent basis, this section is null and void. Any employee wishing to exercise this provision of the Agreement must submit the request in writing to the Department Director and Human Resources. The written request must contain a written explanation detailing the employee's reason(s) for self-demotion. The Department Director and Human Resources will evaluate the request based on this section and inform the employee whether or not the request can be accommodated.

## ARTICLE 20: ATTENDANCE

A. In the event a non-exempt employee is called back to work outside their normal regular work schedule, the employee shall receive a minimum of three (3) hours pay at the rate of one and a half (1 ½) times if over 40 hours a week.

B. Stand-By Time: In order to provide coverage for services during off-duty hours, it may be necessary to assign and schedule certain employees to stand-by duty. A stand-by duty assignment is made by a Department Director who requires an employee, on his off-duty time, which may include nights, weekends, or holidays to be available for work due to an urgent situation. Employees assigned to stand-by duty by their Department Director are guaranteed stand-by pay of two (2) hours pay at their regular straight time rate for each eight (8) hour increment of stand-by time assigned and scheduled.

Employees, while on stand-by duty when called to work, will in addition to the stand-by pay of two (2) hours for each eight (8) hours assigned, be paid for the actual time worked with a minimum guarantee of one (1) hour's pay for each call to work.

For pay purposes, actual time worked starts at the time of notice and ends when the employee returns home. Stand-by pay shall be paid at the regular rate and not considered in computing overtime unless the total hours worked in a work week exceeds forty (40) hours.

C. Exempt employees are expected to work approximately 37.5 hours per week and any reasonable additional hours to ensure the work is progressing or completed. However, exempt employees will not be charged leave, including sick leave, for occasional appointments, when approved by the supervisor during the work week. It is understood that exempt employees will return to work if practicable.

D. Management will provide notification to first shift employees of overtime to be worked on a daily basis no later than the new hour of the day the overtime is to be scheduled. Those employees who work the second and third shifts and are required to work overtime will, where possible, be provided notice of the overtime at least four (4) hours prior to the end of their shift. Notification of weekend overtime to be worked shall be made the previous Thursday. Exceptions of this rule shall be for emergency services beyond the control of the City.

## **ARTICLE 21: HOLIDAY**

**Section 1:** All bargaining unit employees shall receive the following paid holidays:

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

Dr. Martin Luther King Jr. Day

President's Day

Good Friday

Memorial Day

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

Labor Day – 1<sup>st</sup> Monday in September

Veterans' Day

Thanksgiving Day – 4<sup>th</sup> Thursday in November

Friday following Thanksgiving Day

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

With the understanding and agreement that during the life of this contract that there will be a maximum of eleven (11) holidays.

**Section 2:** Employees, including probationary employees, covered by this Agreement shall receive a work day off with pay for each of the holidays earned, unless the employee has been disciplined for abuse of sick leave during the previous six (6) months, in which case the employee will lose a holiday for each discipline write-up for abuse of sick leave.

**Section 3:** Employees on vacation, annual military leave, jury duty, sick leave, compassionate funeral leave, and other absences observed must use the holiday on the same day that it is earned.

**Section 4: Holiday Pay.** Employees who are scheduled and required by their supervisor to work on the day observed as a holiday must work that day to be eligible to receive holiday pay. Section 3 of this Article will not apply to employees scheduled and required to work on the day observed as the holiday.

## **ARTICLE 22: LEAVE**

**Section 8:** All employees on initial probationary status (new employees) shall be eligible for membership in the Association but shall not be entitled to the benefits outlined in this Agreement with the exception of holiday pay and insurance coverage when eligible. However, newly hired probationary employees shall accumulate one (1) day sick leave and one (1) day vacation leave each month during the probationary period. Initial probationary employees will not be eligible to utilize accumulated sick leave or vacation leave during their probationary period. At the conclusion of their probationary period, employees will be eligible to use accumulated sick and vacation leave.

**Section 9:** In order to be granted paid sick leave, an employee must meet the following conditions:

- a. Notify the Department Director or immediate supervisor of the employee's illness or the illness of a member of the immediate family not later than one (1) hour after the beginning of the employee's scheduled work day or before the start of such work day.
- b. For purposes of this Article, immediate family shall include spouse, child, or parent.

**Section 10:** An employee utilizing leave under the City's Family Medical Leave Policy shall have their paid leave benefits run concurrently with the benefits provided in this Section.

**Section 11:**

(A) If, and whenever, sick leave abuse appears probable, or where an employee consistently uses sick leave as it is earned, the employee claiming/requesting such sick leave will be informed by the immediate supervisor or Department Director that the employee is suspected of sick leave abuse; and thereafter, the immediate supervisor or Department Director will hold a conference with the employee to discuss the alleged abuse and an official record of said conference will be provided to the employee and to Human

## **ARTICLE 23: ALCOHOL AND SUBSTANCE ABUSE**

**Section 9:** An employee who receives a positive confirmed drug test result may contest or explain the results to the Employer within five (5) days after written notification of the positive test result. If an employee's explanation or challenge is unsatisfactory to the Employer, the person may contest the test results and an investigation will be conducted.

**Section 10:** An employee has the responsibility of notifying the drug testing laboratory of any administrative or civil action brought pursuant to Chapter 440, Florida Statutes. The lab will maintain the sample until the case or administrative appeal is settled.

**Section 11:** The following is a list of all drugs for which the Employer may test:

<b><u>DRUG</u></b>	<b><u>CUTOFF ng/mL</u></b>
Alcohol	.04 (BAC)
Barbiturates	300
Benzodiazepines	300
Cannabinoid	50
Cocaine	300
Amphetamines	1000
Methadone	300
Methaqualone	300
Opiates (including heroin)	300
Phencyclidine (PCP)	25

**Section 12:** Employees have the right to consult the testing laboratory for technical information regarding prescription and non-prescription medication.

**Section 13:** Details of this policy may be obtained from the Department of Human Resources.

## **ARTICLE 24: BENEFITS**

**Section 5: Pensions and Retirement Plans.** According to Florida Statute Section 112.66 (11), the City's pension plan for employees covered by this agreement may include up to 300 hours per year of overtime compensation but may not include any payments for accrued unused sick leave or annual leave when calculating retirement benefits. The exclusion of accrued unused sick leave or annual leave relates solely to leave amounts earned after August 20, 2014. The City shall measure the amount of unused sick leave or annual leave available for calculating retirement benefits by using no more than the amount of an employee's leave balance as of August 20, 2014, up to the maximum allowable accrued balances for each of the vacation and sick leave banks such that any hours earned in excess of that amount that are accrued and unused as of the retirement date or DROP date, whichever occurs earlier, shall be the only hours excluded. **Effective June 1, 2015, all new employees were required to enter the Florida Retirement System and were no longer included in the Riviera Beach General Employees' Pension Plan.**

## **ARTICLE 25: EVALUATIONS**

**Section 6: Evaluation Procedure.** Each contract year, employees will be evaluated during this period, using the existing electronic evaluation tool and consistent with the terms of this Agreement. Employees shall be provided a copy of their job competencies.

If an employee received an unsatisfactory evaluation rating, the employee shall set forth in writing the steps taken to improve the performance after advised by the supervisor. Unless improvement was made by the employee, the unsatisfactory rating may be appealed. The employee shall submit the appeal by presenting the specific reasons for the appeal along with documentation to the Department Director within five (5) working days from the date the employee received the evaluator's denial of the employee's objection to the evaluation. The Department Director may take one of the following three (3) actions:

1. Advise the supervisor or to change the evaluation to a higher score.
2. Reject the employee's appeal.
3. Schedule a meeting with employee and the evaluator to present their respective arguments.

This procedure will be adhered to for presentation of the parties' respective positions. The presentation will be limited at the one (1) hour of discussion. A decision will be rendered at the conclusion of the presentation. An Association representative may be present to assist in the presentation. The decision of the Department Director shall be final on the performance evaluation and shall not be grievable to arbitration.

## **ARTICLE 26: TRAINING AND EDUCATION**

**Section 1:** It shall be the City’s policy to foster and promote in-service training of employees to improve the level of service rendered to the public, the quality of personnel and to assist personnel in preparing themselves for advancement.

**Section 2:** Employees who meet the requirements as shown below shall be reimbursed as indicated for approved graduate and/or undergraduate **coursework from accredited universities and/or colleges** and/or any other course work related to their job or leading to a degree related to their job.

<b><u>Grade Achieved</u></b>	<b><u>Reimbursement</u></b>
“A” or	100% of tuition cost
“B”	75% of tuition cost
“Pass” in a	
“Pass”/”Fail” course	100% of tuition cost
“C”	50% of tuition cost

- a. Education reimbursement shall be limited to eighteen (18) semester hours per calendar year (January-December) per employee. Employees are required to sign the Education Reimbursement Application and Agreement prior to beginning the coursework. Reimbursement shall be based upon current state community college or state university tuition rate.
- b. Employees receiving reimbursement under this program will be obligated to remain in the employ of the City for a minimum of twenty-four (24) months following completion of course work. Employees separated from City service, whether voluntary or involuntary, prior to the expiration of the 24-month period will refund the cost of tuition reimbursement received for course work completed through deductions from their final payroll check in an amount proportionate to the number of months remaining in the 24-month period for each course. In such event, the reimbursement shall be considered only a loan. Employees laid off during this period shall be excluded from this obligation.

- c. The Director of Human Resources shall, after consultation with the Department Director, determine whether or not the courses are approved. This reimbursement policy does not apply to courses required by law which will continue to be paid for by the City.

**Section 3:** All requests for prior approval of courses and all reimbursement requests shall be submitted in the manner and with documentation as required by the City. Such documentation shall include, but not be limited to: tuition receipts, official transcripts or grade notification.

**Section 4:** The cost of required workbooks and/or textbooks will be reimbursed provided the requests for such are submitted as required by the City. Upon completion of the course work, such reimbursed workbooks and/or textbooks shall be turned over to the City and become the property of the City.

**Section 5:** Upon completion of the following degrees from accredited universities and/or colleges as a result of an employee taking part in the reimbursement process outlined herein, the below one-time bonus shall be paid to the employee upon the employee supplying Human Resources and the Department Director with copy of the degree and official transcript showing the employee successfully obtained the degree. The degrees and corresponding payments are as follow:

Associate's Degree (AA/AS):	\$250.00
Bachelor's Degree (BS/BA):	\$500.00
Master's Degrees (MBA/MS/MA)	\$750.00
Doctoral or Professional Degree (PhD/JD)	\$1,000.00

The aforementioned one-time bonus is only available to employees that initiate the tuition reimbursement process and job-related coursework after the date this Agreement becomes effective.

## **ARTICLE 27: WAGES**

**Section 1:** In the initial contract year, effective the first full payroll period after this Agreement becomes effective pursuant to Article 30, all bargaining unit employees shall receive an across-the-board wage adjustment to increase their base wage by 12%, up to the maximum of the pay range for the position. However, if all or a portion of the 12% increase would cause the employee to exceed the maximum pay for the position in the pay plan, a lump sum payment will be made in an amount equal to the portion of the 12% exceeding the pay plan maximum. There will be no retroactivity. Additionally, each bargaining unit member shall receive a one-time signing incentive, which shall not be included in base pay, equal to \$1,000.00 provided that the employee: (1) was employed on July 27, 2018; (2) is employed on the effective date of this Agreement pursuant to Article 30 after ratification by both parties; and (3) on the date of payment. The signing incentive shall be paid within sixty (60 days) of ratification by both parties.

All bargaining unit employees shall receive a two (2%) percent increase in their base pay beginning August 15, 2019 and August 15, 2020.

For each contract year where across-the-board increases in base pay are provided, the City shall adjust the minimum and maximum values of the pay grade.

**Section 2:** Paydays will be bi-weekly on Friday. Bi-weekly is defined as every two (2) weeks. In the event payday falls on a holiday, the City shall have the discretion to pay employees on the day before or the day after the holiday. Payroll direct deposit is mandatory and the employee's paycheck will be directly deposited into the designated account. Such bi-weekly pay schedule will be done so only on a citywide basis.

**Section 3:** Effective upon ratification, the bargaining unit Water/Sewer System Supervisor, Water/Sewer System Superintendent, and Water Service Supervisor who obtain sewage collection certification A, B, or C or obtain water distribution certification A, B, C shall receive a \$250 bonus per year for each certification not to exceed \$750 annually. All certifications must be approved in advance by the Department Director and all certifications must be current.

Effective upon ratification, bargaining unit Code Enforcement Supervisors who obtain levels of Florida Association of Code Enforcement certificates including a Code

Enforcement Professional Certification, shall receive \$250 bonus per year for each certification not to exceed \$750 annually. All certifications must be approved in advance by the Department Director and all certifications must be current.

Effective upon ratification, bargaining unit Aquatics Center Director and Lifeguard Captain who obtain an emergency medical technician certification, shall receive \$25 per week. All certifications must be approved in advance by the Department Director and all certifications must be current.

Bargaining unit Equipment Mechanic Supervisor who obtain ASE certification shall receive a \$250 bonus per year for each job related certification not to exceed \$1000 annually. All certifications must be approved in advance by the Department Director and all certifications must be current.

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

Employees shall have the ability to request a reopener for bargaining on Article 27, Section 3 only. This reopener is limited to Article 27, Section 3 and is not available for any other provision in this Agreement. The employees can request the reopener on or after January 1, 2020.

**Section 4: Working In Higher Job Classification.** Any employee required to work outside their job classification in a higher pay rate for three (3) or more days in a work week or consecutive work days shall receive the higher rate of pay for the higher job classification the employee is being required to work or up to 10% of the employee's existing salary in accordance with Article 15, Section 2. Where circumstances permit, every reasonable effort will be made to assign an employee the duties of a higher classification in a given work week.

**Section 5: Longevity Pay.** The City shall grant longevity increase to the bargaining unit employees hired on or before April 1, 2012, conditioned upon an employee's completion of the required years of continuous service, as follows:

Years of Continuous Service  
After completing four years ----- 2%

## **ARTICLE 29: EFFECT OF AGREEMENT**

**Section 1:** After a majority of those bargaining unit members voting on the question of ratification and thereafter, upon its ratification by an official resolution of the City Council ratifying the Agreement and authorizing the City Manager and City Clerk to sign the Agreement on behalf of the City, the Agreement, upon being signed by the appropriate Association Representatives and the City Manager and the City Clerk, recognizing that the status quo was in place from the prior Agreement from October 1, 2016 through the date of ratification of this Agreement, **this Agreement shall Become effective August 15, 2018, and shall remain in full force and effect until August 14, 2021.**

**Section 2:** The Agreements contained herein constitute the full and complete agreement between the Association and the City and shall not be changed, altered, modified, or amended by either party unless such changes are reduced to writing and ratified by both parties.

**IN WITNESS WHEREOF**, we have hereunto affixed our signatures this \_\_\_\_ day of \_\_\_\_\_, 2018.

**FOR THE CITY OF RIVIERA BEACH:**

**FOR PROFESSIONAL MANAGERS AND SUPERVISORS ASSOCIATION:**

BY: \_\_\_\_\_  
KAREN HOSKINS, CITY MANAGER

BY: \_\_\_\_\_  
SAM NEIMEISER, CHIEF NEGOTIATOR

**UNION REPRESENTATIVE:**

BY: \_\_\_\_\_  
PAMELA DALEY

**ATTEST:**

BY: \_\_\_\_\_  
CLAUDENE L. ANTHONY, CITY CLERK

BY: \_\_\_\_\_  
MATTHEW RANDELL, CITY LABOR ATTORNEY