

RESOLUTION NO. 2022- 2923

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, PROVIDING FOR RATIFICATION OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN AFSCME FLORIDA COUNCIL 79, AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO AND THE TOWN OF SURFSIDE IN EFFECT FROM OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2025; AUTHORIZING THE TOWN MANAGER TO SIGN THE COLLECTIVE BARGAINING AGREEMENT ON BEHALF OF THE TOWN; AUTHORIZING THE TOWN MANAGER TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE COLLECTIVE BARGAINING AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, AFSCME Florida Council 79, American Federation of State, County, and Municipal Employees, AFL-CIO (“the Union”) was certified as the bargaining representative for certain full-time civilian employees of the Town of Surfside (the “Town”) on June 18, 2021; and,

WHEREAS, the Town desires to ratify the Collective Bargaining Agreement (the “Agreement”) between the Town and the Union for a bargaining unit of civilian personnel in effect from October 1, 2022 through September 30, 2025 (a copy of the Agreement is attached hereto as Exhibit “A”); and,

WHEREAS, the Town Commission finds that this Resolution is in the best interest and welfare of the residents and employees of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Authorized and Approved. That the ratification of the Agreement between the Town and the Union in the form attached hereto as Exhibit "A" is hereby authorized and approved.

Section 3. Execution of Agreement. That the Town Manager is hereby authorized to sign the Agreement on behalf of the Town.

Section 4. Implementation. That the Town Manager is authorized to take all actions necessary to implement the Agreement.

Section 5. Effective Date. That this Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED on this 28th day of September, 2022.

Moved By: Vice Mayor Rose

Second By: Commissioner Landsman

FINAL VOTE ON ADOPTION

Vice Mayor Jeffrey Rose	<u>Yes</u>
Commissioner Fred Landsman	<u>Yes</u>
Commissioner Marianne Meisheid	<u>Yes</u>
Commissioner Nelly Velasquez	<u>Yes</u>
Mayor Shlomo Danzinger	<u>Yes</u>



Shlomo Danzinger
Mayor

ATTEST:



Sandra McCreedy, MMC
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

A handwritten signature in blue ink, appearing to read "L. Wang", is written over a horizontal line.

Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

COLLECTIVE BARGAINING AGREEMENT

BETWEEN



AND



FOR THE PERIOD

OCTOBER 1, 2022 - SEPTEMBER 30, 2025

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PREAMBLE

THIS AGREEMENT is entered into by the Town of Surfside, Florida, hereinafter referred to as the "Employer" or "Town", and AFSCME Florida Council 79, hereinafter referred to as the "AFSCME" or "Union", for the purpose of promoting harmonious relations between the Town and the Union, to establish an orderly and peaceful procedure to settle differences which might arise and to set forth the basic and full agreement between the parties concerning rates of pay, wages, hours of work and other conditions of employment.

**ARTICLE 1
RECOGNITION**

Pursuant to and in accordance with all applicable provisions of Chapter 447, Florida Statutes, the Town recognizes the Union as the exclusive collective bargaining representative for the purpose of bargaining collectively in the determination of the wages, hours, and terms and conditions of employment of the public employees within the bargaining unit covered by PERC certification number 1997 issued June 2, 2021. "Employee" shall be defined to include all classified employees who are employed by the Town of Surfside, whose classifications appear on the attached Appendix C or others that may be added as needed.

ARTICLE 2 UNION SECURITY

Section 1: Public employees have the right to form, join or assist labor unions or labor organizations or to refrain from such activity, to bargain collectively through representatives of their choosing, and to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection.

Section 2: The President of AFSCME, Florida Council 79, or an alternate officially designated in writing, will be the official spokesperson for the Union in any matter between the Union and the Town.

Section 3: The Town will provide information to the Union and bargaining unit employees as follows:

A. If prepared and supplied by the Union, the Town will give each newly hired bargaining unit employee an envelope, which will provide the employee with a greeting, the name, address, and phone number of the Union and notify the employee that he or she may call the Union for additional information. The Town will provide the notification referred to in this paragraph during the new employee orientation period for new employees.

B. The Town will notify the Union of all persons hired into job classifications represented by AFSCME via email.

C. Where employees do not have portal access in their work area during working hours, the Town will place one copy of this Agreement at Town Hall and the Community Center.

D. When the Town establishes an Employee Portal, an electronic copy of this Agreement will be posted for reference by employees and supervisors.

E. On a semi-annual basis, the Town will provide the Union with a list of all employees in positions within the assigned bargaining unit via electronic mail and shall include the employee's name, job title, department and division, job code, employment date, home address/phone (if not protected) and annual base salary. The list shall be provided at no cost.

F. The Union will be provided with a copy of departmental employee-related policies and work regulations. Copies of new or revised departmental employee-related policies or work regulations such as new shifts and work schedules, and other policies and procedures that affect employees' terms and conditions of employment, will be provided to the Union prior to implementation. Any policy that will affect the employees covered by this agreement, will be noticed to the Union as set forth in this provision.

G. The Town will post all departmental employee-related policies and work regulations in appropriate areas.

Section 4:

A. Upon receipt of a written authorization from the Union, the Town will deduct union dues and uniform assessments from a bargaining unit employees pay.

B. Requests for dues deduction or revocation of dues deduction will be processed on the next available payroll.

C. No deduction shall be made from an employee's pay for any payroll period in which the employee's net earnings are less than the amount of dues to be deducted. Net earnings shall mean earnings after required deductions are made for federal taxes, social security, pensions, and health and life insurance.

D. Authorized dues will be deducted in every pay period in the fiscal year.

E. Deductions for Union dues and/or uniform assessments shall continue until one of the following occurs:

(1) the employee revokes their authorization for dues deduction by submitting a signed revocation form to Human Resources/or Finance with a copy to the Union; or

(2) the authorization for dues deduction is revoked pursuant to Section 447.507, Florida Statutes; or

(3) the employee terminates employment with the Town; or

(4) the employee transfers, promotes or demotes out of the bargaining unit; or

(5) the Union is no longer certified to represent employees in the bargaining unit.

F. The Union will certify changes in the Union membership dues rate to the Town in writing over the signature of the authorized officer(s) of the Union, at least thirty (30) days in advance of the effective date of any change.

G. The Town will remit collected dues to the Union upon transmission of every pay period.

H. The Town remittance will be deemed correct if the Union does not give written notice to the Town within two (2) calendar weeks after a remittance is received, of its belief that the remittance is incorrect, with reason stated therefore.

I. The Town will notify AFSCME Council 79 of all additions to and deletions from the dues deduction roster within two weeks following the close of each pay period.

J. The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorizations must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Town and the Union. The Town agrees to remit any deductions made pursuant

to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. Such deductions will be made at the same time dues are deducted.

K. The Union will indemnify, defend, and hold the Town harmless, against any claim made and against any suit instituted against the Town on account of any deductions for Union dues or uniform assessments.

ARTICLE 3 MANAGEMENT RIGHTS

Section 1: The Town has and will continue to retain, whether exercised or not, the right to operate, manage and direct its operations and all, powers and authority, not officially relinquished, abridged or limited by the express provisions of this Agreement. The Town shall have the sole, unilateral and unquestioned right, responsibility and prerogative to manage the affairs of the Town and direct the work forces, including, but not limited to, the following:

- A. To determine the acquisition, care, maintenance and operation of equipment and property used for and on behalf of the purposes of the Town;
- B. To establish or continue the mission, purpose, objectives, policies, practices and procedures for the conduct of the Town business, operation of departments, and, from time to time, to change or abolish such policies, practices or procedures;
- C. To discontinue processes or operations or to discontinue their performance by employees;
- D. To select, determine and assign the number and types of employees required to perform the Town's operations, to meet the needs of the Town and the Department;
- E. To employ, transfer, promote, demote, layoff, discipline, terminate, or otherwise relieve employees from duty for lack of work or for any legitimate reason when it shall be in the best interest of the Town or the Departments;
- F. To prescribe and enforce reasonable rules and regulations for the maintenance of ethical and professional standards, and for the performance of work, services to be offered to the public, control and discretion over the operation of the Departments and its employees, provided such rules and regulations are made known in a reasonable manner to the employees affected by them;
- G. To establish contracts or subcontracts for municipal operations, or Mutual Aid Agreements provided that this right shall not be used for the purpose or intention of undermining the union or of discriminating against its members. The above rights, responsibilities and prerogatives are inherent in the Town Commission and the Town Manager, by virtue of Statutory and Charter provisions and are not subject to delegations in whole or in part. Such rights may not be subject to review or determination in any grievance or arbitration proceedings, but the manner of exercise of such rights may be subject to the grievance procedure in this Agreement.

Section 2: The Union and the Town jointly recognizing the need to perform maximum municipal services at minimum cost, and the difficult problems facing the Town, hereby agree that the interest of both employee and the Town will best be served by attaining maximum efficiency and productivity. Therefore, the parties shall use their best efforts to create and maintain an atmosphere in which every employee can give a day's work for a day's pay. The Union agrees

that the efforts of all employees are required to achieve these objectives and will cooperate to this end.

Section 3: The Town shall provide the Union written notice of its intent to subcontract. In the event that AFSCME bargaining unit positions are subcontracted by the Town, the Town shall use its best efforts to have the subcontractor employ existing bargaining unit employees.

ARTICLE 4
SPECIAL MEETINGS

The Town Manager or their designee and the Union agree to meet and confer on matters of interest upon the written request of either party. The written request shall state the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the request, or other subjects mutually agreed to, but it is understood that these special meetings shall not be used to renegotiate this Agreement. Such special meetings shall be held within ten (10) calendar days of the receipt of the written request and at a time and place mutually agreeable to the parties. The Union shall have the right at these special meetings to recommend to the Town Manager or their designee corrections of any inequities known to the Union.

ARTICLE 5 UNION ACTIVITY

Section 1: Stewards and Representation

A. The employees covered by this Agreement will be represented by stewards, one of which will be designated as the Chief Steward. A written list of stewards and alternates will be submitted to the Town, together with the specific areas in which they will function, annually by October 1st of each year. The alternate steward will only become active in the event of the physical absence of the regular steward and upon prior notification by the Union. Alternate Stewards are subject to the same rules and regulations that govern the conduct of stewards. For the purpose of this agreement and unless otherwise addressed in this agreement, the use of the word steward shall also refer to the Chief Steward.

B. The Town recognizes and shall work with the appropriate Union stewards and representative of AFSCME Florida Council 79 in matters relating to grievances and interpretation of this contract, including promoting harmonious working relationships. Manpower and workflow permitting, the Local Union President (or designee) or the Chief Steward may be permitted to assist other Stewards in matters of complexity or when a new steward is in the training process with the local Union.

C. Union stewards shall be active employees as designated by AFSCME Florida Council 79 and shall be members of the bargaining unit.

D. Union representatives and stewards are subject to the same rules of the Town of Surfside and its Independent Agencies as are all other public employees, except as specifically outlined in this Agreement.

E. While on leave of absence, no employee shall function as a Union steward without mutual consent of the Union and the Town.

F. A written list of Union stewards and officers shall be furnished to the Town prior to the effective date for their assuming duties of office. There shall be a maximum of five (5) stewards: one (1) for the Parking Department, one (1) for the Public Works Department, one (1) for the Parks & Recreation Department, one (1) for the compilation of all other departments, and one (1) Chief Steward. AFSCME Florida Council 79 shall notify the Town promptly of any changes of such Union stewards. No Union steward shall perform any Union work unless the Union has complied with this requirement.

G. One (1) Union steward shall be granted time off during working hours without loss of pay to investigate and settle grievances on the job site which is within their department. There shall only be one (1) steward addressing a particular investigation or grievance. The steward must secure approval from their immediate supervisor prior to performing such duty. The steward receiving time off under this provision shall record their time before leaving the job and upon returning.

When entering the area of a supervisor other than their own, the steward shall notify that supervisor of their presence and purpose.

A steward will only be granted time off under this provision when requested by an employee in the bargaining unit for assistance with a grievance, or when requested by the Union in writing. Stewards may receive and discuss grievances of employees on the premises or in the field during working hours, to the extent that such discussions do not interfere with the work of other employees. Union stewards shall not conduct any grievance work on overtime or holiday time except in emergency situations. It is acknowledged that only one (1) steward will work on grievances from any employee unless a variance to Section 1 is approved. A Union officer may substitute for a Union steward for all purposes set forth in this paragraph.

Section 2: Nothing in this Agreement shall prevent any employee from presenting, at any time, their own grievances, in person or by legal counsel to the Town, or from having such grievance adjusted without the intervention of the bargaining agent, if the adjustment is not inconsistent with terms of the collective bargaining agreement when in effect, and if the bargaining agent has been given reasonable opportunity to be present at any meeting called for the resolution of such grievance.

Section 3: Employees designated in the bargaining unit shall have the right to join, or to refrain from joining, the Union, to engage in lawful concerted activities for the purpose of collective bargaining or negotiation or any other mutual aid and protection, and to express opinions related to the conditions of employment, all free from restraint, discrimination, intimidation, or reprisal because of that employee's membership or lack of membership in the Union or by virtue of that employee's holding office or not holding office in the Union. This provision shall be applied to all employees in this bargaining unit.

In employment, job assignment and employee/employer relations, no procedure shall discriminate against any employee on the basis of age, disability, sex, race, creed, national origin, sexual orientation or marital status.

Section 4: The Union shall neither actively solicit grievances nor collect Union monies on Town property.

Section 5: Officials of the Union, with proper authorization, which will not be unreasonably withheld, be admitted to the property of the Town. Officials as designated above shall be able to talk with employees before or after regular working hours or during lunch hours of said employees on Town property in areas mutually agreed on by the Union and the Town.

Section 6: The Local Union President or one alternate officially designated by the Local Union President shall be granted reasonable time off during working hours without loss of pay for the purpose of attending to appropriate Union activities requiring his/her presence. This shall not be interpreted to limit the Union to the resolution of only one issue at a time Town wide but is intended to limit the number of Union representatives being granted time off to attend to a single specific issue. The local Union President or alternate must secure approval from his/her immediate supervisor prior to performing such duty. In situations where Union representatives are required

simultaneously at more than one meeting, the Union President may request the Town Manager or designee to authorize release of up to two additional Union representatives, subject to operational needs.

Section 7: Arrangements will be made for officers or an accredited representative of the Union to be admitted to the property of the Town during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties, provided such visitation is not disruptive to the work force. When an area or building belonging to the Town is not normally open for visitation, then the Town shall provide a responsible escort to that Union Officer or accredited representative; provided, this service must be arranged by the Union in advance of the visitation.

Section 8: The Union will be permitted to have three (3) committee members to serve on the negotiating committee. These employees will be authorized to take time off of work with pay for the purpose of preparation and to be present at all bargaining sessions.

Section 9: The Union and/or stewards shall request approval prior to utilizing any Town facility for Union-related meetings.

ARTICLE 6 BULLETIN BOARDS

Section 1:

The Union shall be provided adequate space on bulletin boards, including at least one (1) at each location so designated by the Town. Bulletin boards will be located in Town Hall and the Community Center. The Union may, if it so desires, provide a bulletin board of standard size for its exclusive use, in keeping with the decor of the above locations, and with the approval of the Town.

Section 2:

A. The Union agrees that it shall use its space on bulletin boards provided for in Section 1 above, and, if established, the union electronic bulletin board section on the Employee and Labor Relations page of the Town portal may be used for the following purposes:

- Notices of Union Meetings
- Notices of Union Elections
- Reports of Union Committees
- Rulings and Policies of the Union
- Recreational and Social Affairs of the Union, subject to the Union providing a copy of the notice to the Town prior to posting
- Union Bulletins or other information conforming to Section 6.3

B. Any notice or other information that is date-specific shall include the date by which the notice or information will be removed from the electronic bulletin board.

C. Any conforming notices posted shall only be removed by a representative of the Union or as provided in Articles 6.3 and 6.4 of this Agreement.

Section 3: No material, notices, or announcements shall be posted by the Union which contains anything adversely reflecting upon the Town of Surfside, its officials, managers, consultants or agents, its independent agencies, its employees, or any other labor organization. Any proven violation of this Article by the Union shall entitle the Town to remove the posting in violation.

Section 4:

A. Notices or other information intended for electronic posting shall be submitted on acceptable electronic medium to the Town Manager or their designee for approval as to compliance with Section 3 before being posted. Notices or other information intended for electronic posting shall include a specific date on which the notice or information is to be automatically deleted from the electronic bulletin board. Approved materials will be posted electronically as soon as practicable.

B. To access Town facilities to update information on regular bulletin boards, AFSCME shall contact the Town Manager or designee to make arrangements to do so.

C. Where bulletin boards are locked, or otherwise inaccessible, the Town shall notify the assigned Union steward of the procedure for obtaining access. This procedure must provide the steward or other representative access to the bulletin board within a reasonable time after the request for access.

Section 5: Alleged abuse of the bulletin boards will be a matter for a special meeting or conference between the proper official of the Union, the Town Manager or their designee, and the appropriate member of the agency involved. Such meeting or conference shall be held within five (5) calendar days after receipt of a written complaint by either the Town or the Union that a violation exists.

ARTICLE 7
HOURS OF WORK AND OVERTIME

Section 1 - Work Week: The regular workweek for employees covered by this agreement shall be established by the Town based on operating needs and efficiency.

Section 2 - Workday: A workday is defined as a regular recurring period of work with a fixed starting and ending time, exclusive of overtime. The normal workday for employees shall be determined by the Department Head based on the operational needs of the Department and include an unpaid thirty (30) minute meal period.

Section 3 - Work Schedule: Work schedules or any changes thereto showing the shifts, days, and hours of all bargaining unit employees shall be prepared and posted at least fourteen (14) calendar days in advance of their effective dates, unless waived by the effected employee(s).

Section 4 – Time Clocks: Non-exempt employees are required to clock in and out at the start and end of their workday and lunch break.

Section 6 - Overtime Payment:

A. The Town agrees that work schedules will not be changed or altered for the purpose of avoiding the payment of overtime. All hours worked in excess of forty (40) hours in a workweek will be paid in accordance with the Fair Labor Standards Act (FLSA).

B. Overtime will be paid based on actual time worked in a workweek in accordance with the Fair Labor Standards Act (FLSA).

C. There shall be no duplicating or pyramiding in the computation of overtime and nothing in this Article shall be construed to require the payment of overtime more than once for the same hours worked.

D. Employees must obtain approval from their Department Head prior to working in excess of forty (40) hours in a workweek.

Section 7 - Breaks:

A. All employees shall be provided two (2) fifteen (15) minute, non-waivable paid break periods per workday, one (1) in the morning and one (1) in the afternoon, which shall not be used to extend lunch or end the workday early.

B. Paid break periods shall be considered the same as time worked for the purpose of determining when overtime starts.

Section 8 - Scheduling of Overtime:

A. Overtime work shall be offered to employees based on classification seniority and shall be offered to employees who normally perform such work. Each employee shall be selected, in turn, according to their place on the classification seniority list as defined in Article 17 by rotation. The list regarding seniority for the purpose of assigning overtime shall be posted publicly for employees to view.

B. An employee requesting to be skipped when it becomes their turn to work overtime shall not be rescheduled for overtime work until their name is reached again in orderly sequence and an appropriate notation shall be made in the overtime roster.

C. In the event no employee wishes to perform the required overtime work, the Town shall assign the necessary employees required to perform the work in question.

D. The Union recognizes that work in progress shall be completed by the employee performing the work at the time the determination was made that overtime was necessary.

E. Each Supervisor shall maintain an overtime roster.

F. If an employee is skipped or denied an opportunity to work overtime in violation of this Agreement, they shall be rescheduled for overtime work the next time overtime work is required, in accordance with paragraph A above.

Section 9 - Call Back Pay: An employee called for work when not regularly scheduled shall be paid a minimum of four (4) hours. Any subsequent call backs within the initial four (4) hour block shall be considered one call back.

Section 10 - Compensatory Time: A non-exempt bargaining unit employee may choose compensatory time, at time and one-half instead of overtime. Compensatory time shall be capped at eighty (80) hours. Payment of all compensatory time shall be at the last payroll of the fiscal year at the employee's current rate of pay. Request for compensatory time use must be approved by the immediate Supervisor and/or the Department Head.

ARTICLE 8
PROBATIONARY PERIOD AND TRANSFERS

Section 1 - Probationary Period:

The probationary period for all new hires covered by this Agreement shall be twelve (12) months. An employee's probationary period shall be tolled and extended during any time period the employee is not at work performing their regular, normal duties for more than thirty (30) consecutive calendar days (e.g. sick leave, light duty, and workers' compensation leave). The probationary period will commence running only when the employee returns to their normal duties. The Town Manager has the discretion to extend the probationary period up to a maximum of six (6) months. Probationary employees shall have no right to utilize the grievance and arbitration article contained in this Agreement or any other internal Town policy or procedure for any matter concerning discharge, suspension, or other discipline.

Section 2 - Transfers:

An employee will be eligible to apply for a transfer to another position after one (1) year of continuous employment in their current position.

**ARTICLE 9
PAID TIME FOR CIVIC DUTY**

Section 1 - Jury Service:

A. An employee who is legally summoned to serve on a jury shall be permitted absence with pay, minus the amount received from the courts, for the time required to perform such duty. If excused and/or released from such service, the employee should report for their regular employment. If selected to sit on a jury, the employee will be permitted the time off to perform the duties as a jurist.

B. The employee shall notify their supervisor of the jury service summons as soon as they receives it. The employee must provide both the summons and return form to Human Resources.

Section 2 - Witness Service:

A. Testimony Related to Official Duties:

An employee who is called to testify outside normal work hours in any court proceeding as a result of their normal Town duties is considered to be on duty. The employee shall be compensated at the appropriate rate for all hours engaged in such testimony with a minimum payment of four (4) hours.

B. Testimony Unrelated to Official Duties:

An employee who is subpoenaed to serve as a witness in a criminal or civil case to which they are not a party, shall be granted paid leave for the time they are absent during normal work hours. A copy of the subpoena must be attached to the leave request.

ARTICLE 10 HEALTH AND SAFETY

Section 1: The Town will conform to and comply with safety, health, sanitation, and working conditions properly required by federal, state, and local law. The Town and the Union will cooperate in the continuing objective of eliminating safety and health hazards due to unsafe working conditions and inadequate restroom facilities where they are shown to exist.

Section 2:

A. All parties will cooperate to eliminate safety and health hazards.

B. The Town will provide protective devices, wearing apparel, and other equipment necessary to protect employees from occupational injury or disease in accordance with established safety practices. Such practices may be improved from time to time by the Town's in-house safety representatives. The Union may submit safety recommendations from time to time.

C. Employees are responsible for utilizing safety equipment, protective devices, apparel, and equipment when they are provided and required.

D. Employees must follow safety rules and practices as issued by the Town. An employee's willful neglect and/or failure to obey safety regulations and to use safety devices and/or equipment shall be just cause for disciplinary action.

Section 3:

A. An employee, who believes an assignment is abnormally dangerous or hazardous, shall immediately notify their supervisor. The supervisor will take such measures as are necessary to make the assignment consistent with health and safety guidelines.

B. The Town shall respond in writing to written employee reports of unsafe working conditions in a timely manner. This will include keeping the affected employee informed about the status of their report.

C. The Town will notify affected employees of major remodeling construction.

Section 4: The Town shall have a Safety Committee to discuss safety and health matters such as existing practices and rules relating to safety and health, workplace design, accident statistics and trends, personal protective equipment, safety training, potential toxic substances, first aid procedures and other safety matters. This committee will meet on a regularly scheduled basis and allow input from a Union representative. AFSCME will provide the Town with names of AFSCME bargaining unit participants.

**ARTICLE 11
HOLIDAYS**

Section 1 - Days Observed:

A. The following and any other days which the Town may declare, are paid holidays:

1. New Year's Day January 1st
2. Martin Luther King Day Third Monday in January
3. President's Day Third Monday in February
4. Memorial Day Last Monday in May
5. Juneteenth June 19th
6. Independence Day July 4th
7. Labor Day First Monday in September
8. Veteran's Day November 11th
9. Thanksgiving Day Fourth Thursday in November
10. Friday after Thanksgiving Day after Thanksgiving
11. Christmas Day December 25th
12. Three (3) Personal Days

B. When a holiday falls on a Saturday, the preceding Friday shall be observed as the official holiday for that year. When a holiday falls on a Sunday, the following Monday shall be observed as the official holiday.

Section 2 - Holiday on Workday:

A. Employees who work on a holiday shall receive their regular hourly rate of pay in addition to holiday pay for all hours worked on that holiday.

B. An employee who is scheduled to work on the day observed as a holiday and calls in sick will be charged sick leave hours and not receive holiday pay for that day.

Section 3 - Holiday on Leave Day:

A. Holidays which occur during Vacation Leave shall be charged to Holiday Leave and not to Vacation Leave.

B. When a holiday falls within a period of leave of absence without pay, the employee shall not be paid for the holiday.

C. If an observed holiday falls on the employee's normal day off, the employee will receive pay for the holiday.

ARTICLE 12 REVIEW OF ASSIGNED DUTIES

Section 1 - Working Out of Classification:

Assignment of employees to responsibility for work of another classification or position shall be limited to a period of six (6) months and shall be to temporarily replace employees on leave or to perform work of a vacant position until it can be filled. Employees so assigned, for twenty (20) days shall receive a three and one half percent (3.5%) pay additive to their base rate of pay starting on the twenty-first (21st) day and continuing for the duration of the time they are performing the duties of that classification.

Section 2 - Changes to Position Duties and Responsibilities:

In instances where the Union or the department head believe that the responsibilities of a position may have changed over time, the Town will review the duties assigned to that position, for the purpose of determining if the position is properly classified. In situations where the position is evaluated at a higher level, if the incumbent meets the promotional requirements of the position and the department head certifies that the current incumbent has been performing the higher-level work at the full performance level or above for at least six (6) months, the following action shall be taken:

A. The employee shall be reclassified to the position in which the employee has been performing the duties of and the employee to receive the three and one half percent (3.5%) pay additive retroactive to the twenty-first (21st) day in which the employee started doing the duties of the higher classification if not already provided.

Section 3 – Classifications:

A. When establishing a new classification within the bargaining unit, the Town will notify the Union in writing.

B. The Town shall notify the Union of any revisions to the class specifications or changes to the pay grade for any classification that is currently in the certified bargaining unit prior to the implementation of those revisions. The Union may submit comments about the revisions within ten (10) working days of the date of the Town's notice.

C. The Town will notify the Union of any job abolishment in the bargaining unit at least thirty days (30), if possible, but at least prior to implementation.

D. If the Town creates a new position that AFSCME believes should be in their bargaining unit, the parties agree that it may be submitted to the Florida Public Relations Commission (PERC) for resolution.

ARTICLE 13 DISCIPLINE AND DISCHARGE

Section 1 – Discipline:

Disciplinary action may be imposed upon an employee only for just cause. Any disciplinary action imposed upon a non-probationary employee may be processed as a grievance through the grievance procedure in this agreement. A non-probationary employee may initiate the grievance procedure pertaining to disciplinary action contained in this agreement or that of the Personnel Appeals Board, however the employee may not appeal under both procedures and may not switch once the grievance is initiated under the chosen procedure. If the employee chooses to appeal the discipline through the Personnel Appeals Board, that employee must have completed two (2) years of service. If the Town has reason to reprimand an employee, it shall be done in a private manner that will not embarrass the employee before other employees or the public. An employee may request to have a Union Representative present during questioning if they believe the investigation may lead to disciplinary action against the employee. An interview will not be postponed for more than two (2) business days to allow for the presence of a Union Representative. Any evidence presented at a disciplinary hearing shall be in accordance with the accepted rules of evidence. Each employee shall be furnished with a copy of all performance evaluation or disciplinary entries in his personnel record and shall be permitted to respond thereto. The contents of an employee's personnel records shall be disclosed to the employee upon his request. Union Representatives may request the employee's personnel records in accordance with the Public Records Act. The Town will initiate disciplinary action in a timely manner.

A. Counseling – The employee is counseled by their supervisor regarding the inappropriate conduct and advised of the need for corrective action. A brief written record of the conversation should be prepared and signed by both the supervisor and employee and placed in the employee's personnel file.

B. Written Reprimand – This is a written record of a Disciplinary Action, which may or may not follow previous Counseling efforts. This shall include the purpose of the reprimand, the expected action(s) to be taken, and a copy will be placed in the employee's personnel file. The record shall include a place for employee comment and should be signed by both the supervisor and employee. If employee refuses to sign the reprimand, supervisor will note such.

C. Suspension Without Pay – This is an ordered absence from duty without pay for a prescribed period and may be used when evidence of violation of policy, rules, regulations, laws, and/or safety standards or inappropriate behavior or conduct is conclusive and substantiated. This Disciplinary Action, which may or may not follow previous Counseling or Written Reprimands, will be documented and a copy will be placed in the employee's personnel file.

D. Involuntary Demotion – The movement of the employee from their present position to one with a lower salary due to misconduct and/or unsatisfactory performance. An employee involuntarily demoted will have their rate of pay reduced by five percent (5%) or to the maximum of the pay range for the lower classification, whichever is greater. An employee that does not satisfactorily

complete their promotional probation will be placed back in their prior position and rate of pay. Under no circumstance shall the demoted employee receive a rate of pay at or above their current rate of pay.

E. Dismissal – Involuntary termination from employment.

F. The Town will follow a policy of corrective and progressive discipline by which lesser severe forms of discipline are imposed prior to the imposition of more severe sanctions for the same or similar conduct of the employee, unless egregious conduct warrants a higher level of discipline.

G. When any disciplinary action more severe than counseling is intended, the Town shall, before or at the time such action is taken, notify the employee in writing of the specific reasons for such actions.

Section 2 - Informal Hearing to be Given Prior to Suspension or Dismissal:

Prior to effecting any suspension or dismissal of any employee as provided in these rules, the employee is to be given a pre-hearing by the Department Head or his designee in which the employee shall be allowed to respond to the charges made against him. Should the employee elect to have union representation, the Union's representative shall be allowed to participate in the Informal Hearing.

Procedure: The pre-hearing is to be informal and conducted by the Department Head or designee without extensive witnesses or court reporters. Notes on the hearing are to be made and witnessed whenever possible. These notes will be submitted to Human Resources and will become part of the employee's file. Prior to the pre-hearing the employee shall be given a statement of the specifications of charges. The employee shall be given at least five (5) working days prior to the hearing to study the charges and prepare for the pre-hearing, at which time the employee shall have the right to representation of his choice. The Department Head or designee shall conduct the pre-hearing and shall give due consideration to the contents of the employee's rebuttal before initiating the required personnel action papers. The Department shall inform the employee of his right of appeal or grievance.

Section 3 - Right to Grieve: The Union or the employee shall have the right to initiate a grievance on a suspension or discharge at the third step of the grievance procedure and the matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary.

Section 4 - Counseling and Reprimands: Counseling and written reprimands will not be considered for purposes of progressive discipline if more than two (2) years have passed since the employee last received a counseling or written reprimand.

ARTICLE 14
GRIEVANCE PROCEDURE AND ARBITRATION

Section 1: A grievance is defined as a dispute involving the interpretation or application of the specific provisions of this Agreement. All grievances must be reduced to writing.

Step 1. The Union Steward, with the employee, shall take up the grievance or dispute with the employee's immediate Supervisor within ten (10) calendar days of the date of the incident or the employee's knowledge of its occurrence. The immediate Supervisor shall attempt to adjust the matter and shall respond in writing to the Steward within ten (10) calendar days after meeting with the aggrieved employee.

Immediate Supervisor is defined as the individual responsible for work assignments, evaluations, discipline, etc. of an aggrieved employee.

The grievant must submit the grievance on the official grievance form, as provided by the Union, to include each article and section of the contract that has been violated and the grievant's statement of resolution.

If the Union decides not to represent the grievant at any step, the grievant will still follow the grievance procedure as outlined in the Union Agreement.

Step 2. If the employee is not satisfied with the written decision of the immediate Supervisor in Step 1, within ten (10) calendar days, the grievant or his Union Representative shall submit the grievance in writing to the appropriate Department Head or designee. The Department Head or designee shall meet with the aggrieved employee and reply in writing within ten (10) calendar days, after meeting with the aggrieved employee.

Step 3. If the grievance is still unsettled, the grievant or the Union Representative shall within ten (10) calendar days after the reply of the Department Head, submit the grievance to the Town Manager or designee.

The Town Manager or designee shall meet with the employee and the Union representative, or with grievant if not being represented by the Union, to discuss a solution of the grievance and shall communicate a decision in writing to the employee and the employee's representative ten (10) calendar days following the meeting with the aggrieved employee at Step 3.

Step 4. If the grievance is still unsettled either party may within ten (10) calendar days after the reply of the Town, by written notice to the other, request arbitration. Failure to communicate the decision within the specified time limit shall permit the employee, or the Union, to proceed to the next step.

The arbitration proceeding shall be conducted by an arbitrator to be selected by the Town and the Union. If the parties fail to select an arbitrator, the Federal Mediation and Conciliation Service shall be requested by either or both parties to provide a panel of seven (7) arbitrators. This action shall be taken within thirty (30) calendar days by the party requesting arbitration. Both the Town and the Union shall have the right to strike three (3) names from the panel. The party requesting

arbitration shall strike the first name; the other party shall then strike one name. The process will be repeated, and the remaining person shall be the arbitrator. The arbitrator shall not have the power to add to, subtract from, modify or alter, the terms of a collective bargaining agreement in arriving at a decision of the issue or issues presented, and shall confine their decision solely to the interpretation or application of the agreement. The arbitrator shall not have authority to determine any other issues not submitted to them. The decision of the arbitrator shall be final and binding on the parties to the extent provided by law, and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of the testimony and argument. The cost and expense incurred by the impartial arbitrator shall be shared equally by the parties involved in the arbitration procedure. The parties shall bear the cost of their own witness and legal fees. The cost for secretarial duties and a transcript, if requested, shall be shared equally.

Section 2 - Rules for Processing Grievances:

A. In the event a grievance arises, the employee must submit the grievance, in writing to their immediate Supervisor within ten (10) calendar days after having knowledge of the grievance. However, if the incident occurred while the employee was on an excused absence and they had no knowledge of it until their return to work, the ten (10) calendar days period shall begin on their first scheduled workday following the return from the absence.

B. A grievance not appealed by the employee from one step to the next within the specified time limits shall be considered settled based on the last answer unless such time limits are extended by mutual agreement. Failure on the part of Management to answer within the time limit set forth in any step shall entitle the employee to advance the grievance to the next step.

C. The Union may file a "class action" grievance, provided such filing specifically identifies the class/members to whom such grievance applies. This will be designated as a Union Grievance.

D. No matter shall be entertained as a grievance hereunder unless it is raised within the timeframe provided in Section 2.A.

E. An exception to the above timeframe shall be made in the instance of an employee's suspension or dismissal, which shall be entered as a written grievance in Step 3 of the grievance procedure within fifteen (15) calendar days of the employee receiving written notification of their suspension or dismissal.

F. All time limits set forth in this Article may be extended by mutual consent in writing, but if not so extended the time limits will be strictly observed.

G. Union grievances filed on behalf of the Union, will be signed by the designated Steward or appropriate Officer, and shall follow the procedure as set forth in this article except where the problem occurs at a specific level of supervision, in which case the grievance will be submitted at the appropriate Step.

H. Nothing in this Article shall be construed to prevent any employee from presenting his own grievance.

I. Any time spent by the grievant, stewards, or witnesses during a grievance hearing in attendance with management up through and including Step 4, will be permitted at no loss of pay during working hours.

J. The hearing on the grievance shall be informal and the strict rules of evidence shall not apply. The Arbitrator shall have the authority to issue subpoenas for the appearance of witnesses. Such subpoenas shall be enforceable through the processes set forth under Florida law.

K. The Union bargains for all positions covered by the certification but the Union does not have to represent a non-dues-paying member. A Union member must pay dues for a minimum of sixty (60) days prior to request for representation. The Union reserves the right to pursue issues pertaining to the safety, health, and welfare of all classifications, whether the bargaining unit employee is a due paying member or not. The Union also reserves the right not to represent a bargaining unit employee that is suspended or terminated if the employee is not a due paying member. All public employees shall have the right to a fair and equitable grievance procedure administered without regard to membership or non-membership in any organization, except that certified employee organizations shall not be required to process grievances for employees who are not members of the organization. (Florida Statutes, Title XXXI, Labor, Chapter 447, Labor Organizations, 447.401 – Grievance Procedures.)

ARTICLE 15
PHONE AND EQUIPMENT ALLOWANCE

Section 1 - Mobile Phone:

The Town may issue certain employees a mobile phone if the use of one is an integral part of the performance of their job duties. The issuance of a mobile phone will be at the Department Head and Town Manager's discretion. All policies in the Handbook pertaining to the use of the Town issued mobile device shall be adhered to. The Town will not issue stipends for the use of personal mobile phones.

Section 2 - Equipment:

The Town will provide the necessary equipment required for the performance of job duties. The Town will not issue any allowance to employees for the individual purchase of tools or equipment.

ARTICLE 16
EDUCATION ASSISTANCE

Section 1 – Tuition Reimbursement:

A. Employees may apply and receive approval for partial tuition reimbursement of college courses. Courses must be from an accredited public or private academic institution, directly related to an employee's particular job, position or assignment, and taken for academic credit towards a degree. The reimbursement is conditioned upon achieving a grade of "C" or better, or its equivalent, and is limited to one-half of the tuition cost of a similar course at a State University. Tuition reimbursement will apply on to tuition cost and it will exclude any scholarship, grant or the like. Reimbursement will not cover application fees, testing of any kind and/or other fees.

B. Employees must attend pre-approved courses on their own time and not during their respective regular working hours.

C. An employee who receives a tuition reimbursement shall remain employed by the Town for a minimum of twelve (12) months from the date of completion of any college course for which the Town has provided the employee a reimbursement. If the employee voluntarily leaves the employment of the Town prior to the expiration of this time period, the amount of all college tuition received in the prior twelve (12) months will be deducted from the employees final pay check.

Section 2 – Training: Employees may apply and receive approval from the Town Manager and Department Head for job related training, up to the IRS limit.

Section 3 – Funding: Education and training reimbursement is contingent on annual funding availability.

Section 4 – Supplemental Pay: There shall be no supplemental pay for the attainment of a degree, certification, or training.

ARTICLE 17
SENIORITY, DEMOTIONS, LAYOFF AND RECALL

Section 1 - Definitions:

A. Seniority: Is hereby defined as the employee's length of continuous service after initial date of employment by the Town. An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, and retirement.

B. Classification Seniority: Classification Seniority is defined as the length of continuous service in a specific job classification within the bargaining unit.

C. Seniority Rosters: In the event a layoff in classifications represented by this Agreement, the Town shall prepare and post on all union bulletin boards seniority rosters for the bargaining unit. Two (2) copies of the roster shall be furnished to the Union. The rosters will list each employee in the order of seniority and reflect each employee's date of classification seniority. When two (2) or more employees have the same seniority or classification seniority date, their seniority position shall be determined by the date and time of original application for their respective job with the Town.

Section 2 – Demotions:

A. The term demotion, as used in this provision, means reassignment from a position in one job classification to a position in a lower paying job classification within the bargaining unit for which the employee is qualified.

B. Demotions may be made to avoid laying off employees. In cases involving demotions to avoid a layoff, the employee involved shall have the right to elect which alternative he or she will take, either the demotion or the layoff.

C. No demotion shall be for disciplinary reasons except that if any employee through his own fault fails to satisfactorily meet performance expectations or fails to continue to meet the job description qualifications of the position for which he was employed or to which he was promoted, then demotion for disciplinary reasons may be considered. Involuntary demotions resulting from disciplinary action under this Section will result in a five percent (5%) pay decrease and are grievable for non-probationary employees under Article 14.

Section 3 – Layoff:

A. In the event of a layoff affecting the bargaining unit, the Town shall give notice to the Local Union President at least thirty (30) calendar days prior to the effective date of such action. The Town will meet with the Union to discuss the effect of the layoff on the employee(s) involved.

B. In the event of layoff or reduction in force, employees shall be laid off in the inverse order of seniority within the classification. No regular employee within a job classification shall be laid off until all probationary, temporary, provisional, or emergency employees, or trainees in the same classification are laid off first.

C. Employees requesting transfers to vacant position to avoid layoff shall be transferred to other job classifications within the bargaining unit for which they qualify. Employees who transfer to another position to avoid layoff shall have no change in annual review date and shall not serve a probationary period.

D. Regular employees who have been laid off shall have preference for any intermittent or declared seasonal vacancy in the class from which the employee was laid off if the employee so desires.

E. An employee laid off from work for twelve (12) months or less shall retain seniority during layoff period.

Section 4 - Layoff Lists:

A. The names of laid off or transferred employees shall be placed on a re-employment list for a period of twelve (12) months.

B. No employee shall be removed from the re-employment list because of refusal to report to work, except in the classification from which they were laid off.

Section 5 – Recall:

A. Regular employees shall be recalled from layoff in the order in which their names appear on the re-employment list for the class and employment status from which they were laid off. An employee shall be notified of recall by certified mail (return receipt requested) sent to the employee's last known address at least fourteen (14) calendar days prior to the reporting date. The employee shall notify the Town by certified mail (return receipt requested) within seven (7) calendar days of receipt of notification of intent to return to work and shall report for work on the reporting date unless other arrangements are made. Alternatively, the employee may be notified via phone call along with notification to the Union President at least fourteen (14) calendar days prior to the reporting date. The employee may notify the Town via phone call of the intent to return to work within five (5) calendar days of the Town's recall phone notification and shall report for work on the reporting date unless other arrangements are made.

B. Vacancies not filled by recall shall be offered to employees on layoff from higher classifications before any new employee is hired.

Section 6 - Individual Work Schedules: Work schedule changes initiated by the Town, affecting an individual employee shall be in accordance with classification seniority.

Section 7 - Application of Seniority: The application of seniority other than as set forth elsewhere in this Agreement shall be subject to negotiations in supplemental agreements to this Agreement.

ARTICLE 18
DRUG FREE WORKPLACE PROGRAM

The Town agrees to consult with the Union prior to implementing any changes to the Town's Drug Free Workplace Program.

ARTICLE 19
PERFORMANCE EVALUATIONS

Performance evaluations will be conducted annually by the employee's immediate supervisor. Employees will be notified in writing, of any deficiencies that could result in a below satisfactory rating within specific categories to allow the employee to make necessary improvements prior to the annual evaluation being conducted. Employees will receive coaching and meaningful feedback throughout the course of the evaluation cycle. Performance evaluations will not be done in an arbitrary or capricious manner. An overall performance evaluation rating of conditional or unsatisfactory shall negate a wage increase and the employee shall be re-evaluated in three (3) months to check for progress in the substandard performance. Once the employee achieves a rating that is satisfactory or above they will receive a wage increase. The wage increase shall be effective upon the aforementioned rating and shall not be retroactive. An employee who is rated below satisfactory shall receive an Improvement Plan specifying the areas of performance that must be improved.

**ARTICLE 20
TRAINING**

The Town may institute and establish new training methods and require employees, at the Town's expense, to attend training in various subject areas. Failure of the employee to complete such training will subject them to discipline. The Town shall notify the employee of the required core training program by September 1st of the current year. If the employee fails to complete the required training program prior to August 31st of the following year, the employee's wage increase will not become effective until completion of the program. If the employee completes the program by August 31st the employee will receive four (4) bonus vacation hours, to be credited in the first pay period of September and subject to the maximum allowable carry over from one calendar year to the next.

**ARTICLE 21
LEAVE TIME**

Section 1 - Vacation Leave:

Bargaining unit employees shall be provided vacation leave to be used throughout the year upon approval of their immediate supervisor. Vacation leave will not be unreasonably denied. Vacation leave will be accrued based on the following:

<u>Years of Service</u>	<u>Vacation Leave Accrual</u>
0 – 5 Years	10 days (80 hours)
6 – 10 Years	15 days (120 hours)
11 – 15 Years	17.5 days (140 hours)
16 – 20 Years	20 days (160 hours)
21+ Years	22.5 days (180 hours)

Employees will be permitted to roll over three hundred (300) hours each year and are required to use all hours in excess of three hundred (300) hours before December 31st or those additional hours will be forfeited.

Upon separation with the Town, an employee will be paid out all unused vacation leave up to three hundred (300) hours. Employees are able to cash out up to eighty (80) hours of vacation leave each calendar year. A written payment request must be submitted to Human Resources by September 1st for payment with the last pay period of the current fiscal year. The employee's remaining accrued vacation leave hours may not be less than eighty (80) hours at the time of payout.

Full-time employees may not use any accrued vacation leave until the completion of six (6) months of employment with the Town, unless approved in advance by the Town Manager.

Section 2 - Sick Leave:

Sick leave shall be earned at a rate of one (1) day per month based on a forty (40) hour workweek and added to the employee's sick leave bank. Unused sick leave shall roll over to the following year and accumulate to 1050 hours.

Sick leave may be used for personal illness, doctor appointments or personal injury, as well as the personal illness, doctor appointments or personal injury of an immediate family member. A doctor note can be requested by an employee's supervisor if that employee has been out for more than three (3) consecutive sick days. The employee shall provide such requested doctor's note to Human Resources, who will then notify the supervisor of receipt.

Employees who terminate employment prior to completion of ten (10) years of service will not be compensated for any accumulated sick leave. Employees who terminate employment after completion of ten (10) years of continuous service will be compensated for thirty-five percent (35%) of their accumulated sick leave. Accumulated sick leave shall be paid at the rate being earned at the time of termination, or resignation, as applicable. Employees who are terminated by the Town as a result of disciplinary action shall not be paid for any accumulated sick leave.

Employees who retire under “normal retirement” as that term is defined in the Town’s pension plan, shall be compensated for sixty percent (60%) of their accumulated sick leave.

Section 3 - Bereavement Leave:

Employees shall be granted time off with pay to arrange the funeral of or pay final respects to an immediate family member. Employees will be provided three (3) days off with pay for bereavement or five (5) days if out of State travel is necessary.

Immediate family is defined as, father, mother, father in-law, mother in-law, spouse, child, grandchild, grandparents, sister, brother, brother in-law or sister in-law. At the discretion of the Town Manager, bereavement leave may be granted for other individuals that are not an employee’s immediate family member.

ARTICLE 22 BENEFITS

Section 1 – Insurance:

The Town will cover the cost of single coverage in the high deductible plan for the duration of this agreement. The Town will offer dependent care coverage at a reduced cost.

Section 2 – Retirement:

All current Town retirement plans offered to employees covered under this agreement will remain unchanged for the duration of the agreement, unless otherwise statutorily required.

Section 3 – Preservation:

A. This Agreement constitutes the entire Agreement between the parties and no other written or verbal statements shall supersede any of its provisions. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

B. Therefore, the Town and AFSCME, for the term of this Agreement, agree that AFSCME does not waive its right to impact bargaining in accordance with the law. Waiver of any breach of this Agreement by either party shall not constitute a waiver of any future breach of this Agreement.

C. Unless explicitly provided for in this Agreement, the Town will not seek to diminish or impair during the terms of this Agreement any benefit or privilege provided by law, rule or regulation, beneficial and past practices to employees without prior notice to the Union and without negotiations with the Union.

**ARTICLE 23
LONGEVITY**

Section 1 – Longevity Bonus: Bargaining Members are eligible to receive longevity bonus on the anniversary of their uninterrupted full-time employment as follows:

<u>Years of Service</u>	<u>Longevity Bonus</u>
Beginning the 7 th year	\$1,000
Beginning the 11 th year	\$1,250
Beginning the 15 th year	\$1,500
Beginning the 20 th year	\$1,750

Section 2 – Performance Evaluation: To move from one longevity step to the next higher step, employees must demonstrate satisfactory performance. Failure to achieve a satisfactory performance evaluation will result in an employee remaining at their current longevity step until performance objectives are met and the overall performance improves to satisfactory. An employee who does not achieve a satisfactory performance evaluation will be provided with the Improvement Plan as contained in Article 19.

Section 3 – Anniversary Date: Anniversary dates shall be adjusted by the Town, due to any leaves and suspensions without pay.

**ARTICLE 24
WAGES**

Section 1 - Initial Step Placement:

Upon ratification of this agreement, all current bargaining unit employees will be placed in the appropriate step in Appendix A based on the following years of service:

1 to 4 years of service –	Step 1
5 to 9 years of service –	Step 2
10 to 14 years of service –	Step 3
15 to 19 years of service –	Step 4
20 to 24 years of service –	Step 5
25 to 29 years of service –	Step 6
30 to 34 years of service –	Step 7
35+ Years of Service –	Step 8

No employee will be placed in a step that would be a pay decrease for the employee. After initial placement in the appropriate step, employees will receive a wage increase at the beginning of each fiscal year for the duration of this Agreement upon receiving a satisfactory performance evaluation.

Section 2 - Employees Hired after Step Placement:

All employees hired after the initial step placement of current employees, will start at the minimum wage range in Appendix B and receive a wage increase each year at the beginning of each fiscal year for the duration of this Agreement upon receiving a satisfactory performance evaluation. The Town Manager retains discretion to hire an employee at twenty percent (20%) above the range minimum.

Section 3 – Wage Increase:

A. Employees will be granted a 6% wage increase on October 1, 2022. On October 1, 2023, employees will be granted a 4% wage increase. On October 1, 2024, employees will be granted a 3% wage increase. The wage ranges will increase pursuant to the wage increase that is approved each year pursuant to the collective bargaining agreement at the minimum and maximum of the range.

B. Wage increases shall be granted upon the employee receiving a satisfactory performance evaluation for the review period, pursuant to Article 19.

ARTICLE 25
SEVERABILITY

This agreement is subject to all federal, state and local laws. In the event any article, section, or portion of this Agreement should be held invalid or unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific article, section, or portion thereof specified in the court's decision. Upon request of either party, the parties agree to meet for the purpose of negotiating a substitute for that specific article, section, or portion thereof. All other articles, sections, and portions of this Agreement shall remain valid and enforceable.

**ARTICLE 26
DURATION OF AGREEMENT**

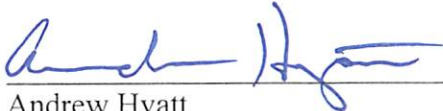
This Agreement shall be effective as of October 1, 2022 and shall remain in full force and effect until September 30, 2025. This agreement shall remain in full force and effect during the period of negotiations, or until notice of termination is provided to the other party.

IN WITNESS WHEREOF, these parties hereto have set their hands this _____ day of _____, 2022.

FOR THE UNION:

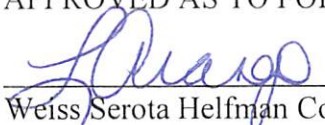
Cristopher Serrano
Council 79 Representative

FOR THE TOWN:



Andrew Hyatt
Town Manager

APPROVED AS TO FORM:



Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

Ratified by the Town Commission by Resolution # 22-2923 on September 28th, 2022.
Ratified by the AFSCME bargaining unit on September 13, 2022.

**APPENDIX A
STEPS**

Classification	Step 1	Step 2	Step 3	Step 4	Step5	Step 6	Step 7	Step 8
Accountant	\$65,082.23	\$68,336.34	\$71,753.16	\$75,340.82	\$79,107.86	\$83,063.25	\$87,216.41	\$91,577.23
Beach Patrol/ Litter custodian	\$36,936.90	\$38,783.74	\$40,722.93	\$42,759.07	\$44,897.03	\$47,141.88	\$49,498.97	\$51,973.92
Building Permit Clerk I	\$43,049.91	\$45,202.41	\$47,462.53	\$49,835.65	\$52,327.44	\$54,943.81	\$57,691.00	\$60,575.55
Building Permit Clerk II	\$45,884.30	\$48,178.52	\$50,587.44	\$53,116.82	\$55,772.66	\$58,561.29	\$61,489.35	\$64,563.82
Building Permit Clerk III	\$47,726.95	\$50,113.29	\$52,618.96	\$55,249.91	\$58,012.40	\$60,913.02	\$63,958.68	\$67,156.61
Code Compliance Officer I	\$41,273.67	\$43,337.35	\$45,504.22	\$47,779.43	\$50,168.40	\$52,676.82	\$55,310.66	\$58,076.20
Code Compliance Officer II	\$43,337.35	\$45,504.22	\$47,779.43	\$50,168.40	\$52,676.82	\$55,676.82	\$58,076.20	\$60,980.01
Code Compliance Officer III	\$45,054.35	\$47,304.96	\$49,670.21	\$52,153.72	\$54,761.41	\$57,499.48	\$60,374.45	\$63,393.18
Custodian	\$31,200.00	\$32,760.00	\$34,398.00	\$36,117.90	\$37,923.79	\$39,819.98	\$41,810.98	\$43,901.53
Customer Service Rep	\$42,186.45	\$44,406.79	\$46,743.99	\$49,204.20	\$51,664.41	\$54,247.63	\$56,960.01	\$59,960.01
General Service Worker	\$39,775.42	\$41,764.19	\$43,852.40	\$46,045.02	\$48,347.27	\$50,764.63	\$53,302.86	\$55,968.01
Lifeguard	\$42,635.82	\$44,767.61	\$47,005.99	\$49,356.29	\$51,824.11	\$54,415.32	\$57,136.08	\$59,992.89
Maintenance Worker I	\$36,729.41	\$38,662.54	\$40,697.41	\$42,839.39	\$44,981.35	\$47,230.42	\$49,591.94	\$52,071.54
Maintenance Worker II	\$38,001.60	\$39,901.68	\$41,896.76	\$43,991.60	\$46,191.18	\$48,500.74	\$50,925.77	\$53,472.06
Maintenance Worker III	\$41,600.00	\$43,680.00	\$45,864.00	\$48,157.20	\$50,565.06	\$53,093.31	\$55,747.97	\$58,535.37
Mechanic	\$47,984.47	\$50,509.96	\$53,168.38	\$55,826.79	\$58,618.13	\$61,549.04	\$64,626.49	\$67,857.82
Parking Enforcement Officer	\$39,366.60	\$41,334.93	\$43,401.67	\$45,571.76	\$47,850.34	\$50,242.86	\$52,755.00	\$55,392.75
Payroll/Accounts Payable Specialist	\$49,004.10	\$51,583.26	\$54,298.17	\$57,155.97	\$60,164.18	\$63,172.39	\$66,331.00	\$69,647.56
Program and Events Coordinator	\$41,600.00	\$43,680.00	\$45,864.00	\$48,157.20	\$50,565.06	\$53,093.31	\$55,747.97	\$58,535.37
Public Safety Specialist	\$41,600.00	\$43,680.00	\$45,864.00	\$48,157.20	\$50,565.06	\$53,093.31	\$55,747.97	\$58,535.37
Public Works Coordinator	\$45,887.92	\$48,182.31	\$50,591.43	\$53,121.00	\$55,777.05	\$58,565.90	\$61,494.20	\$64,568.91
Records Technician/ Assistant to Town Clerk	\$49,036.46	\$51,617.33	\$54,334.03	\$57,193.72	\$60,053.40	\$63,056.07	\$66,208.88	\$69,519.32
Recreation Leader I	\$31,200.00	\$32,760.00	\$34,398.00	\$36,117.90	\$37,923.79	\$39,819.98	\$41,810.98	\$43,901.53

APPENDIX A (Continued)

<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
Recreation Leader II	\$36,561.19	\$38,485.46	\$40,511.01	\$42,536.56	\$44,663.38	\$46,896.55	\$49,241.38	\$51,703.45
Refuse Collector	\$38,241.84	\$40,153.93	\$42,161.62	\$44,269.71	\$46,483.19	\$48,807.35	\$51,247.72	\$53,810.10
Solid Waste Refuse Truck Operator I	\$38,489.82	\$40,515.60	\$42,541.38	\$44,668.44	\$46,901.87	\$49,246.96	\$51,709.31	\$54,294.77
Solid Waste Refuse Truck Operator II	\$41,751.18	\$43,948.61	\$46,261.70	\$48,574.78	\$51,003.52	\$53,553.70	\$56,231.38	\$59,042.95
Heavy Equipment Operator	\$43,680.00	\$45,864.00	\$48,157.20	\$50,565.06	\$53,093.31	\$55,747.97	\$58,535.37	\$61,462.14

**APPENDIX B
WAGE RANGE**

<u>Classification</u>	<u>Minimum</u>	<u>Maximum</u>
Accountant	\$52,782.01	\$74,916.46
Beach Patrol/ Litter custodian	\$36,936.90	\$51,973.92
Building Inspector/ Plans Examiner	\$71,375.12	\$98,200.20
Building Permit Clerk I	\$43,049.91	\$60,575.55
Building Permit Clerk II	\$45,884.30	\$64,563.82
Building Permit Clerk III	\$47,726.95	\$67,156.61
Code Compliance Officer I	\$41,273.67	\$58,076.20
Code Compliance Officer II	\$43,337.35	\$60,980.01
Code Compliance Officer III	\$45,054.35	\$63,393.18
Custodian	\$31,200.00	\$43,901.53
Customer Service Rep	\$42,186.45	\$59,960.01
General Service Worker	\$39,775.42	\$55,968.01
Heavy Equipment Operator	\$43,680.00	\$61,462.14
Lifeguard	\$42,635.82	\$59,992.89
Maintenance Worker I	\$36,729.41	\$52,071.54

APPENDIX B (Continued)

Maintenance Worker II	\$38,001.60	\$53,472.06
Maintenance Worker III	\$41,600.00	\$58,535.37
Mechanic	\$47,984.47	\$67,857.82
Multi-Media Communication Specialist	\$51,100.38	\$80,160.61
Parking Enforcement Officer	\$39,366.60	\$55,392.75
Payroll/Accounts Payable Specialist	\$49,004.10	\$69,647.56
Program and Events Coordinator	\$41,600.00	\$58,535.37
Public Safety Specialist	\$41,600.00	\$58,535.37
Public Works Coordinator	\$45,887.92	\$64,568.91
Records Technician/ Assistant to Town Clerk	\$49,036.46	\$69,519.32
Recreation Leader I	\$31,200.00	\$43,901.53
Recreation Leader II	\$36,561.19	\$51,703.45
Refuse Collector	\$38,241.84	\$53,810.10
Solid Waste Refuse Truck Operator I	\$38,489.82	\$54,294.77
Solid Waste Refuse Truck Operator II	\$41,751.18	\$59,042.95

**APPENDIX C
AFSCME UNIT CLASSIFICATIONS**

Classification Title

Accountant

Beach Patrol/Litter Custodian

Building Inspector/Plans Examiner**

Building Permit Technician I*

Building Permit Technician II*

Building Permit Technician III*

Code Compliance Officer I

Code Compliance Officer II

Code Compliance Officer III

Custodian

Customer Service Rep

General Service Worker

Heavy Equipment Operator**

Lifeguard

Maintenance Worker I

Maintenance Worker II

Maintenance Worker III

Mechanic

Multi-media Communications Specialist**

Parking Enforcement Officer

Payroll/Accounts Payable Specialist

APPENDIX C (Continued)

Program and Events Coordinator

Public Safety Specialist

Public Works Coordinator

Records Technician/Assistant to Town Clerk

Recreation Leader I

Recreation Leader II

Refuse Collector

Solid Waste Refuse Truck Operator I

Solid Waste Refuse Truck Operator II

*Title change from Building Permit Clerk I, II, III

**Unit Clarification Addition