



**AGENDA**  
**CITY OF LAKE WORTH BEACH**  
**REGULAR CITY COMMISSION MEETING - ADDITIONS/DELETIONS/REORDERING**  
**CITY HALL COMMISSION CHAMBER**  
**TUESDAY, DECEMBER 7, 2021 - 6:00 PM**

The following items have been added to the agenda:

**CONSENT AGENDA**

- I. [Ratification of Collective Bargaining Agreement between the City of Lake Worth Beach and the Professional Managers and Supervisors Association \(PMSA\)](#)
- J. [Ratification of Collective Bargaining Agreement between the City of Lake Worth Beach and the Lake Worth Beach Public Employees Union \(PEU\)](#)

**NEW BUSINESS:**

- J. [Agreement with Kleen-Tech Services for the Group A Janitorial Services and Agreement with Image Janitorial Services for the Group B Janitorial Services](#)
- K. [Resolution No. 92-2021 - Establishing new Electric Utility Rates and Charges to be Effective January 1, 2022](#)

The following items have been deleted from the agenda:

**UPCOMING MEETINGS AND WORK SESSIONS:**

DELETED - December 21 - regular meeting - CANCELED  
December 28 - electric utility meeting

[DELETED - Draft Agenda - December 21, 2021](#)

The City Commission has adopted Rules of Decorum for Citizen Participation (See Resolution No. 25-2021). The Rules of Decorum are posted within the City Hall Chambers, City Hall Conference Room, posted online at: <https://lakeworthbeachfl.gov/government/virtual-meetings/>, and available through the City Clerk's office. Compliance with the Rules of Decorum is expected and appreciated.

If a person decides to appeal any decision made by the board, agency or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (F.S. 286.0105)

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** December 7, 2021

**DEPARTMENT:** Human Resources

**TITLE:**

Ratification of Collective Bargaining Agreement between the City of Lake Worth Beach and the Professional Managers and Supervisors Association (PMSA)

**SUMMARY:**

After engaging in collective bargaining and reaching tentative agreements on multiple provisions, members of PMSA ratified the terms to be included in the collective bargaining agreement proposed to be effective October 1, 2021 through September 1, 2024.

**BACKGROUND AND JUSTIFICATION:**

The most recent collective bargaining agreement expired on September 30, 2021. Since that time, the terms and conditions set forth in the expired agreement were “status quo” and the parties have been operating under the prior agreement. The parties engaged in active negotiations and reached tentative agreements on multiple provisions that modify the prior contract. After initial tentative approval, the parties contracted a Memorandum of Understanding (MOU) to clarify the payment terms of the One-Time Signing Incentive. The changes are attached in the Summary of Collectively Bargained Terms.

Staff recommends approval and ratification of the Collective Bargaining Agreement and MOU with PMSA.

**MOTION:**

Move to approve/disapprove the ratification of Collective Bargaining Agreement between the City of Lake Worth Beach and the Professional Managers and Supervisors Association (PMSA).

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Summary of Collectively Bargained Terms  
Collective Bargaining Agreement with PMSA (“Clean” final)  
Collective Bargaining Agreement with PMSA (tracked changes)  
PMSA Certification of Ratification by Majority Vote of Members  
MOU Agreement with PMSA

## FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

<b>Fiscal Years</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
Capital Expenditures	666,143	194,836	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	0	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

	<u>2022</u>	<u>2023</u>
<b>Change in Wages</b>		
Salaries (reflects 3% annual increase)	194,836	200,681
Premium Pay	471,307	
<b>Maximum Salary Range Adjustment</b>		
FT Lifeguards	19.894	
Lietenant Lifeguard	22.045	
<b>Benefits</b>		
Pension - City match of 5%		
1 extra vacation day incentive for COVID vaccination		
1 extra observed holiday for Juneteenth		
5% increase in pay for temporary Additional Duties		
Required footwear cost covered up to \$150.00		
When 24hr coverage is required, differential pay of \$1.00 for 2nd shift and \$1.25 for 3rd shift		
Paid Administrative Day for storm preparation		
2 bonus vacation hours for continuous attendance every 3 months		
CDL renewal costs paid by City		
5% increase in pay for job specific certifications		
Pay rate plus 1.5x for mandatory confinement on City property for storms		
<b>Holidays</b>		
8hrs holiday pay + 1.5x employee pay rate for holiday worked		

**Comments**

All wages reflect the 3% increase as well as projected tax withholding  
Pension impact is a part of the current actuarial assumptions



**SUMMARY OF COLLECTIVELY BARGAINED TERMS  
BETWEEN  
THE CITY OF LAKE WORTH BEACH AND PMSA  
10.1.2021-10.1.2024**

<b>Article</b>	<b>Section</b>	<b>Subject</b>	<b>Description</b>	<b>Fiscal Impact</b>
Agreement	1	Agreement	Housekeeping- Clarifies the Union Certification Background	N
1	1	Inclusions	Housekeeping-Clarifies the Union Positions included in Contract	N
2	3	Bargaining Unit Work	Housekeeping-Clarifies process for Union Status determination on New Positions	N
2	All	Gender Reference	Housekeeping- Clarifies neutral gender reference	N
3	4	Deductions	Housekeeping- Added Heading	N
5	All	Union Rights	Clarifies Titles for Unions Representation	N
7	All	Employee Rights	Recognizes 2017 Personnel Handbook	N
7	All	Employee Rights	Housekeeping- Clarifies neutral gender reference.	N
7	All	Employee Rights	Housekeeping- Verbiage clarified	N
10	10	Grievance Procedures	Housekeeping- Clarifies neutral gender reference.	N
10	20	Grievance Procedures	Clarifies Arbitration Process	N
11	All	Personnel Files	Housekeeping- Added Headings	N
11	All	Personnel Files	Housekeeping- Clarifies neutral gender reference.	N
12	All	Discipline	Housekeeping- Added Headings	N
13	All	Probationary Employees	Housekeeping- Added Headings	N
13	All	Probationary Employees	Clarifies bumping rights	N
15	1	Position Changes	Temporary Assignment Pay Starts after 5 days (down from 21 days)	Y
15	1	Position Changes	Defines Temporary Status Compensation- 10% temporary increase or bottom of the position pay grade to which temporarily appointed	Y
15	4	Position Changes	Defines Promotion Compensation- 5% or bottom of the new position pay grade	Y

**SUMMARY OF COLLECTIVELY BARGAINED TERMS  
BETWEEN  
THE CITY OF LAKE WORTH BEACH AND PMSA  
10.1.2021-10.1.2024**

17	1	Uniform and Uniform Allowance	Gives City the authority to deduct uniform costs from an employee's paycheck if uniforms not returned in 5 days after separation of employment	Y
17	1	Uniform and Uniform Allowance	Allows for a \$150 safety footwear purchase and replacement	Y
17	1	Uniform and Uniform Allowance	Allows for the replacement of any personal hand tool damaged while being used for City purposes	Y
20	2	Attendance	Allows for electronic timekeeping	Y
20	2	Attendance	Creates new "Task" system for Solid Waste employees	Y
20	3	Attendance	Birthday Holiday included in overtime calculation	N
20	5	Attendance	Shift differential raised to \$1.00/\$1.25	Y
20	6	Attendance	Recognizes new Travel Policy upon passage	N
21	1	Holidays	Adds Juneteenth Holiday	Y
21	1	Holidays	Renames Columbus Day to Columbus Day/Indigenous Peoples' Day	N
21	1	Holidays	Birthday Holiday included in overtime calculation	Y
21	1	Holidays	Birthday Holiday hours will match employee shift hours (i.e. 8/10/12 hour shift)	Y
21	1	Holidays	Clarifies Solid Waste works most Holidays	N
21	1	Holidays	Employees must be on approved leave before and after the holiday to receive holiday pay	N
21	1	Holidays	Employees working on holiday receive 2.5X hourly rate	Y
21	1	Holidays	Holiday hours will match employee shift hours (i.e. 8/10/12 hour shift)	Y
21	2	Holidays	Holiday hours will match employee shift hours (i.e. 8/10/12 hour shift) if employee in active status or pre-approved leave status	Y
21	2	Holidays	Birthday holiday must be taken in fiscal year	N
21	2	Holidays	No pyramid payments of call-back on top of holiday pay	Y
21	2	Holidays	Defines day holiday observation practices if holiday falls on a weekend	N
22	1	Leave	Housekeeping- verbiage clean-up	N
22	1	Leave	Allows employees to begin accruing leave immediately	N
22	2	Leave	Housekeeping- name change for Voluntary Sick Leave Donation	N

**SUMMARY OF COLLECTIVELY BARGAINED TERMS  
BETWEEN  
THE CITY OF LAKE WORTH BEACH AND PMSA  
10.1.2021-10.1.2024**

22	2	Leave	Allows employees to begin accruing leave immediately	N
22	2	Leave	Allows employees going straight into retirement to receive sick bank leave balances as follows: less than 20 years=200 hours at 55% rate of pay, more than 20 years, less than 30 years=200 hours at 64%, and more than 30 years, 200 hours at 75% current rate of pay	Y
22	2	Leave	Allows for a one-time vacation day incentive for any employee who provides proof of full vaccination within 45 days of contract ratification	Y
23	All	Alcohol and Substance Abuse	Replaces current section of contract with Employee Personnel Handbook	N
24	All	Benefits	CDL license renewal paid 100% by City	Y
25	All	Evaluations	Union agrees to on-line evaluation system if not tied to compensation	N
26	All	Training and Education	Clearly defines which certifications and degrees eligible for certification pay	Y
27	2	Salaries	Allows for one-time adjustment for lifeguards to match Palm Beach County wages, brings all union employees to starting wage of \$15/hourly, a \$2k one-time signing incentive, and a three year contract with a 3% increase each year on 10/1.	Y
27	3	Salaries	Non-exempt employees assigned to mandatory confinement assignment during emergency situations to receive 2.5 hourly rate	Y

**Collective Bargaining Agreement**

**Between**

**The City of Lake Worth Beach**

**And**

**The Lake Worth Beach Professional Managers & Supervisors Union**

**Expires September 30, 2024**

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## **Agreement**

This contract is between the City of Lake Worth Beach, hereafter referred to as the City and Professional Managers and Supervisors Union, as the exclusive bargaining agent of the employees described in the certification issued by the Public Employees Relations Commission in Case No 93E-162, issued July 22, 1993, as amended by Order 94E-210 issued August 3, 1994.

The right of persons to work shall not be denied or abridged on account of membership or non-membership in any labor organization. The right of the employees, by and through a labor organization, to bargain collectively shall not be denied or abridged. Public employees shall not have the right to strike.

The collective bargaining rights of the City, Union and employees shall be as provided in Chapter 447, Part II, Florida Statutes.

## **Preamble**

WHEREAS, it is recognized by the parties hereto that the declared public policy in the state and the purpose of Part II chapter 447, Florida statutes, is to provide statutory implementation of Section 6, Article 1 of the Constitution State of Florida, and to promote harmonious and cooperative relationships between City government and its employees, both collectively and individually, and to protect the public by assuring, at all times, the uninterrupted operations and functions of City government; and

WHEREAS, it is the intent of the parties to this Agreement to set forth the entire Agreement with respect to matters within the scope of negotiations; and

WHEREAS, the above language is a statement of intent and therefore not subject to the grievance procedure as outlined in Article 10.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties do agree to the languages as contained in the following articles.

## **Scope of Bargaining**

The Scope of Collective Bargaining between the City and the Union shall be wages, hours, terms and conditions of employment of the employees and all other mandatory and/or permissible subjects of bargaining within the Chapter 447 of the Florida Statutes.

In the event either or both parties during the course of the negotiations makes a declaration of impasse, the parties agree that such impasse shall follow the steps as set forth in FS 447.403.

## **Article 1 – Recognition**

### **Section 1 – Inclusions**

- A. The City hereby recognizes the Professional Managers and Supervisors Union (PMSA) as the exclusive representative for the purposes of collective bargaining with respect to wages, hours and terms and conditions of employment for all persons included in the bargaining unit as determined by PERC.
  
- B. This Agreement includes the full-time employees in the classifications and positions described in the certification issued by the Public Employees Relations Commission in Case No 93E-162, issued July 22, 1993, as amended by Order 94E-210 issued August 3, 1994, as amended from time to time..

### **Section 2 – Exclusions**

Specifically excluded are managerial employees and confidential employees and any other employees represented by another exclusive bargaining agent.

### **Section 3 – New Positions/Classes**

- A. When a new position is created in a classification that is included in the bargaining unit, and the City believes that the position should be excluded from the unit, the Union will be notified by being given a copy of the City's application to PERC seeking exclusion of the position from the unit.
  
- B. When the City establishes a new classification that would be included in the unit, the Union will be given advance notice in writing as to the City's determination of the unit into which the new classification will be assigned.
  
- C. The parties shall submit appropriate unit clarification petitions to PERC when positions are created. If a dispute arises as to the bargaining unit assignment under (A) or (B) above, the matter shall be resolved by PERC in accordance with its rules.

## **Article 2 – Gender Reference**

All references in this Agreement to employees shall be construed to include both genders.

## **Article 3 - Dues Check-off**

### **Section 1 – Deductions**

- A. During the term of this Agreement, the City, by and through its respective agencies agrees to deduct Union membership dues, uniform assessments, if any, as provided for in Section 447.303, Florida Statutes, and mutually agreed by the City and Union, in an amount established by the Union and certified in writing by a duly authorized officer of the Union to the City, from the pay of those employees in the Unit who individually make such request on a written check-off authorization form provided by the Union. Such deduction will be made by the agency when other payroll deductions are made and will begin with the pay for the first full pay period following receipt of the authorization by the City.
- B. The Union shall advise the City of any uniform assessment or increase in dues in writing at least thirty (30) days prior to the effective date.
- C. This article applies only to the deduction of membership dues and uniform assessments, if any, and shall not apply to the collection of any fines, penalties, or special assessments.
- D. Deduction of membership dues shall be charged an administrative fee of \$.10 per member per month. A fee of \$1.50 will be charged for each deletion or addition caused by a change in membership.
- E. Employee organizational dues deduction will be provided for the certified bargaining agent only.

### **Section 2 – Remittance**

- A. Deductions of dues and uniform assessments, if any, shall be remitted exclusively to a duly authorized representative as designated in writing by the Union, by the City, on a biweekly cycle along with a list containing names, division and amount deducted of the employees for whom the remittance is made.
- B. Employees' transfers or promotions within the certified bargaining unit shall not require the submission of new dues authorization forms.

### **Section 3 – Termination of Deduction**

Deduction for Union dues and/or uniform assessments shall continue until either:

1. revoked by the employee by providing the City and the Union with 30 days written notice of terminating the check-off authorization;

2. revoked pursuant to Section 447.507, Florida Statutes;
3. the termination of employment; or
4. The transfer, promotion, or demotion of the employee out of this bargaining unit.

**Section 4 – No Deduction for Fines/Penalties**

The City shall not deduct any Union fines, penalties or special assessments from the pay of any employee.

## **Article 4 – Non Discrimination**

The City and Union each warrants and represents that all of its employees are treated equally during employment without regard to race, sex, sexual orientation, gender identity or expression, color, religion, disability, genetic information, age, marital status, familial status, national origin, ancestry, or other category protected by applicable law; and that no person shall, based on any of these grounds be excluded from the benefits of, or be subject to any form of discrimination under any activity carried out by the performance of this agreement.

### **Section 1 - Discrimination**

- A. No person seeking appointment to the City or employed therein, shall in any way be discriminated against because of race, sex, sexual orientation, gender identity or expression, color, religion, disability, genetic information, age, marital status, familial status, national origin, or ancestry, or other category protected by applicable law, where the person is able to perform the essential functions of the job being sought.
  
- B. Employee shall have and retain all rights guaranteed by the United States Constitution, Constitution of the State of Florida, City of Lake Worth Beach Policies and Regulations, and all applicable statutes.

### **Section 2 - -Union Activity**

- A. Neither the City nor the Union shall interfere with the rights of employees covered by this Agreement to become or refrain from becoming members of the Union.
  
- B. Claims of Union discrimination against the City, its officers or representatives, shall be reviewable either under the provisions of Article 10 (Grievance Procedure) of this Agreement or through the Public Employees Relations Commission.

## Article 5 - Union Rights

- A. The Union shall designate one representative as Lead Delegate for the City of Lake Worth Beach. They shall also designate one Delegate in each department and one Delegate for each division, except for those departments which are in one location where there will be one Delegate.
- B. Reasonable access to employee work locations shall be granted officers of the Union and their officially designated Lead Delegate and Delegates for the purpose of processing grievances or contacting members of the Union concerning business within the scope of representation. Such officers or Lead Delegate and Delegates shall not enter any work location without the consent of the City Manager or designee. The City agrees that an accredited representative of the Union, whether local, state, or national, has access to City facilities where employees are employed but shall only meet with the employee during nonworking hours. Access shall be restricted so as not to interfere with the normal operations of the department or with established safety or security requirements.
- C. The Lead Delegate will, under normal circumstances, be granted leave without pay for attendance at regularly scheduled Union seminars and conventions. If the Union desires, the City will provide administrative leave to the Delegates and the Union will reimburse the City for wages. Leave granted under this paragraph will not exceed seven (7) days per Fiscal year.
- D. The Lead Delegate shall be granted four (4) hours of administrative leave per month to conduct Union business.
- E. During contract negotiations, the City shall allow up to three (3) Union members in an active pay status to participate: these hours shall not count as hours worked for the purpose of computing overtime.
- F. The City shall at the Union's request provide space for membership meetings as space and scheduling permit. The Union will provide the City Manager or designee within five (5) calendar days' notice of any meeting. Permission may be withdrawn if the room is required for another use. The Union agrees to leave the meeting room in its original condition at the end of the meeting and will be responsible for damage committed within.
- G. Solicitation of any and all kinds by the Union, including but not limited to the solicitation of membership, grievances and the collection Union monies, shall not be engaged in during working hours. Union Delegates may conduct Union business, such as formal grievance investigations, representation of employees at grievance hearings and meetings with City management during working hours only with the approval of their supervisor or other authorized City management. Such approval shall not be unreasonable withheld. The City and Union further agree that utilizing City equipment or vehicles for Union business is strictly

prohibited except where attendance by Union representatives, during their duty hours, is required and approved by City management.

## **Article 6 - Employee, Management and Union Communications**

### **Section 1 - Personnel Policies and Procedure**

The City will notify the Union in writing of any proposed changes or revisions in Personnel Policies and Procedures applicable to employee.

### **Section 2 - Labor Management Communication Meetings**

- A. The City and the Union mutually desire to foster ongoing communication between Managers/Supervisors and Leadership to effectively maintain labor management relations and develop the skills and competencies of the Managers/Supervisors to articulate workplace concerns through the creation of a Labor Management Committee.
- B. The purpose of the Committee is to discuss and explore matters raised by members of the Committee and/or referred by the parties to this Agreement. The Committee by mutual agreement, shall be authorized to make recommendations on matters that have been discussed, explored and studied. In order to have frank and open discussion, the Committee shall have no authority to change, delete or modify any of the terms of the existing City/Union Agreement. No such meeting shall be used for the purpose of discussing pending grievances or for negotiation purposes. No later than seven (7) calendar days prior to the scheduled meeting date, the parties shall exchange agendas indicating matters they wish to discuss.
- C. Any decision(s) reached through consultation meetings shall be reduced to writing by the City and a copy shall be furnished to the Union. The Committee will be without authority to alter change or amend any terms or conditions of employment.
- D. The Committee shall be comprised of eight (8) members: four (4) representing the Union and four (4) representing the City. The Union Committee shall include four (4) members of the bargaining unit including the Executive Director or designee of the Local Union and three (3) Union Representatives. The City Committee shall include the Human Resources Director and three (3) members of the Leadership Team selected by the Human Resources Director or designee.
- E. Chairing the meeting shall alternate between a City representative and a representative appointed by the Union. The representative appointed as Chair shall serve a term commencing with the close of the meeting at which the appointment is announced and continue until the end of the next meeting.
- F. Meetings shall be held on a day designated by the Chair during the first calendar week of the month. Interim meetings may be held if mutually agreed to by the Committee. Meetings shall



be conducted in the workplace unless otherwise agreed to. Human Resources will assist the Union Chair in securing available meeting space.

### **Section 3 - Bulletin Boards**

- A. The Union shall be entitled to the reasonable use of assigned bulletin boards at all offices in work locations where they are established, or the Union may furnish a bulletin board for its use of a type and in an area approved by the Human Resources Director.
- B. These bulletin boards shall be used for posting Union notices but restricted to:
  - 1. Notices of Union elections and results of such elections
  - 2. Notices of Union recreational or social affairs
  - 3. Notices of Union appointments and other official Union business
  - 4. Notices of Union meetings
  - 5. Union Benefits
  - 6. Union Newsletter
- C. Notices posted on these bulletin boards shall not contain anything political reflecting adversely on the City or any of its officers or employees: nor shall any posted material violate or have the effect of violating any law, rule or regulation.
- D. Notices submitted for posting must be dated and bear the signature of the Union's authorized representative and must be removed within thirty (30) days unless granted express permission by the Human Resources Director. Such permission shall not be unreasonably denied. Permanent benefits provided by the Union will not be held to thirty (30) days.

### **Section 4 - Position Classifications**

The City will ensure that all position classifications are posted on the Human Resource web page.

### **Section 5- - Representative Access**

- A. The City agrees that accredited representatives of the Union, whether local, state or national Union representatives, shall have access to the premises of the City where bargaining unit members are employed, consistent with applicable law.
- B. If any area of the City's premises is restricted to the public, and if employees are not accessible during their scheduled break times or lunch during their shift, permission may be requested to

enter such areas and such permission will not be unreasonably denied. Such access shall be during the regular working hours of the employee.

## Article 7 - Employee Rights

- A. Employees covered by this Agreement shall have the protection afforded to them by this collective bargaining agreement consistent with the provisions of law. All provisions not addressed in this Agreement shall be governed by the City's Employee Personnel Policies Handbook, as amended from time to time.
- B. An employee is entitled to Union representation in any meeting with management or its representative, in which the employee reasonably believes may lead to a disciplinary action. Prior to any such meeting management must notify the employee and any then current Union Coordinator or their designee of the purpose of the meeting and of the right to representation. When a Union Coordinator is absent, the Union Coordinator shall notify the Human Resources Director the name of the designee.
- C. The private and personal life of any employee is not normally within the appropriate concern or attention of the employer. However, if an incident arises, that in the opinion of the City Leadership that is either unlawful, improper, or otherwise detrimental to the City's reputation, the City may exercise its administrative prerogatives. Any action taken against such employee shall be subject to the grievance and/or arbitration procedure.
- D. Unless required by court order or applicable law the City shall not assist a creditor in collecting any debt. A debt complaint shall not be the basis of disciplinary action initiated against an employee.
- E. Employee participation in charitable drives is voluntary.
- F. Each employee shall be provided a copy of the current job description upon request. An employee assigned duties which are not reasonably related to the job description, or for which the employee has not had training, will not be negatively evaluated for the performance of such duties.
- G. No employee shall have disciplinary action imposed based on anonymous sources without appropriate investigation. Employees making reports or complaints shall not be guaranteed anonymity or confidentiality. However, where an employee makes a complaint or report regarding a supervisor, the City may maintain confidentiality to the extent consistent with Florida's Public Records laws. Human Resources shall generally conduct employee investigations or may delegate same to the Internal Auditor or outside agencies, entities or consultants.
- H. The Union representative shall be provided copies of job descriptions covered by collective bargaining units upon request. The Union representative will be notified of any proposed

changes to job descriptions or new job descriptions for positions covered by collective bargaining units and any impact of proposed changes shall be bargained prior to implementation, in accordance with Article 8, Section 2.B.

- I. To the extent of any conflict between this Agreement and any resolutions, regulations, policies, and practices of the City (except those related to safety), promulgated and adopted by the City, this Agreement shall control. However, nothing herein shall be construed to waive or limit any of the City's management rights or other rights retained herein or otherwise provided by law including, but not limited to, those provided for in Chapter 447, Florida Statutes.

## **Article 8 - Management Rights**

### **Section 1**

It is recognized that all management functions, whether or hereafter exercised and regardless of the frequency or infrequency of their exercise, including but not limited to full and exclusive control, direction and supervision of operations and transfer of employees, are vested solely in the Employer.

### **Section 2**

Except as otherwise modified by this Agreement and without limiting the provisions of Section 1, but in order to clarify some of the more important rights retained by management, the Employer shall have the right to:

- A. Determine the qualifications for and hire new employees;
- B. Determine the number of employees it shall employ, establish new jobs, abolish or change existing jobs, employees and working hours. The Union representative will be notified of any proposed changes; any impact of proposed changes shall be bargain prior to implementation;
- C. Determine what services it shall perform and the standard of performance for employees. Employee shall be uniformly and objectively evaluated on a standard set of criteria;
- D. Maintain order and efficiency in its operation;
- E. Determine the type or types of vehicles, machinery, and equipment to be used and by whom and when to be operated;
- F. Hire, lay off, recall, assign, transfer, promote, demote, suspend, discipline, or discharge employees for just cause;
- G. Determine the method or methods by which work is carried out and done, the method of operation, the materials and equipment used in the operation, and the schedules of operation;
- H. Change process by which work is carried out and done, the method of operation, the materials and equipment used in the operation, schedules of operation;
- I. Determine its financial policy;

- J. Determine the qualifications for and select its supervisory, clerical, professional, custodial, and management employees;
- K. Transfer its operation or relocate its operation;
- L. Establish work starting and ending times;
- M. Establish reasonable times and quality standards within each classification for each work operation.

Consistent with applicable laws, nothing in this section shall preclude management's responsibility for bargaining any subject which may alter the wages, hours and terms and conditions of employment of bargaining unit employees.

### **Section 3**

The Employer reserves and retains in full and completely, any and all managerial rights, prerogatives and privileges, except to the extent that such rights prerogatives and privileges are specifically limited by some express provision of this Agreement.

### **Section 4**

Consistent with the other provisions of this Agreement, the Employer may assign to any employee work which is not normally performed by the employee, provided such work is within the scope of their assigned department.

### **Section 5**

If, in the sole discretion of the City, it is determined that emergency conditions exist, including but not limited to riots, civil disorders, hurricane conditions, national emergencies impacting local conditions, or similar circumstances, the provisions of this Agreement may be suspended by the City during the emergency conditions provided that wage rates and monetary fringe benefits shall not be suspended.

**Article 9 - Changes in Past Practices/Terms/Conditions of Employment**

Bargaining unit past practices as related to wages, hours, and terms and condition of employment shall not be changed without bargaining unless the practices, terms, and conditions of employment have been altered or changed by this Agreement.

## **Article 10 - Grievance Procedures**

It is the declared objective of the parties to encourage the prompt and informal resolution of employee complaints as they arise and to provide recourse to orderly procedures for the satisfactory adjustments of complaints.

### **Section 1 – Definitions**

- A. A “grievance” is defined as a misapplication or misinterpretation of the specific terms of this Agreement.
- B. “Employee” shall mean a non-probationary individual employee having a grievance or a probationary individual having a grievance which does not involve discipline.
- C. “Days” shall mean work days, excluding any days observed by the City as a holiday for City employees.
- D. “Required Participant” means any employee whose presence at a grievance meeting has been determined necessary by the City or the Union.
- E. “Union Representative” means any Union designated representative.

### **Section 2 - Election of Remedy**

An employee shall have the option of utilizing the unfair labor practice procedure as provided in Chapter 447, Florida Statutes or this grievance procedure, but such employee is precluded from using more than one procedure to address the same or similar complaints and issues.

### **Section - 3 Union Representation**

- A. An employee who decides to use this grievance procedure shall indicate at Step 1 (or other initial written step as authorized by the provision of this Article) whether or not the employee shall be represented by the Union. When an employee has elected Union representation, both the employee and Union representative shall be notified of any Step 1 meetings. Further, any written communication concerning the grievance or its resolution shall be sent to both the employee and the Union Representative, and any decision mutually agreed to by the City and the Union shall be binding on the employee.
- B. If the employee is not represented by the Union, any adjustment of the grievance shall be consistent with the terms of this collective bargaining agreement. Further, the Union shall be given reasonable opportunity to be present at any meeting called for the resolution of such



grievance. An employee using this procedure in the processing of a grievance will be bound by the procedure established by the parties to the Agreement.

- C. The Executive Director of the Union shall furnish to the City a list of the Union Representatives and the City will not recognize a person as an Union Representative whose name does not appear on the list.
- D. If a grievance meeting is held during the working hours of any Required Participant, such participant shall be excused without loss of pay for that purpose. Attendance at grievance meetings outside of regular working hours shall not be deemed time worked.

#### **Section 4 – Procedures**

- A. The filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay or interfere with the right of the City to take the action complained of, subject, however to the final disposition of the grievance.
- B. The resolution of the grievance at Step 2 or above shall establish a precedent binding on either the Union or the City in other cases.
- C. A grievance may be withdrawn by the grievant at any time at any step of this procedure, provided however, the same grievance may not be filed a second time by the same party after the grievance has been withdrawn.
- D. Grievance shall be presented and adjusted in the following manner.
  - 1. Informal Discussion
    - a. An employee having a grievance may, within seven (7) days following the occurrence of the event giving rise to the grievance, present the grievance orally to his immediate supervisor who has the authority to adjust the grievance, for informal discussion.
    - b. If the grievance is not resolved by such informal discussion, the employee may, within ten (10) days after that date of the discussion, submit a formal written grievance at Step 1 of this procedure.
  - 2. Step 1
    - a. In filing a grievance at Step 1, the employee shall submit to the Step 1 Department head or designee a grievance form to be supplied by the City, setting forth specifically the

complete facts and issues on which the grievance is based, the specific provision or provisions of this Agreement allegedly violated and the relief requested.

- b. The Step 1 Department head or designee shall have a meeting to discuss the grievance and shall communicate a decision in writing to the employee and to the Union Representative, if any, within ten (10) days following the date of the meeting.

3. Step 2

- a. If the grievance is not resolved at Step 1, the employee may appeal the grievance in writing to the City Manager or designee within ten (10) days after receipt of the decision at Step 1.
- b. The City Manager or designee may have a meeting with the Union Representative to discuss the grievance. The City Manager or designee shall communicate a decision in writing to the employee and to the Union Representative within ten (10) days of the written grievance.

4. Step 3 - Arbitration

- a. If the grievance is not resolved at Step 2, the Executive Director, or designee, may present a grievance for arbitration to the Federal Mediation and Conciliation Service (FMCS). Such submission shall be within fifteen (15) days of receipt of the Step 2 decision with a copy of such submission to the City within same fifteen (15) days. The Union specifically reserves the exclusive right to take a matter to arbitration on behalf of its members and an employee will not be allowed to proceed to arbitration without the Union unless the Union refuses to represent the grievant solely due to the grievant's lack of membership in the Union.
- b. The parties shall select an arbitrator from the list of names forwarded by the (FMCS). Such selection will be made "striking". A flip of the coin shall decide which party strikes first. The remaining name shall be the arbitrator to hear the grievance. The arbitrator's fees and expenses shall be equally borne by the parties. If a verbal transcript of the hearing is made by any party or the arbitrator both parties will equally share the expense of the copy or copies. The decision of the arbitrator shall be final and binding.

- 5. Mediation - The parties may agree to submit a grievance or number of grievances for mediation. The mediator, with the agreement of the parties, may make a recommended decision.

6. The time limits will be binding unless waived in writing by the parties. If any employee initiates the grievance procedure and fails to appeal any decision under that procedure to the next step of the grievance procedure within the time provided, the decision made will be final and binding. If an employer representative fails to issue a decision at any step of the grievance procedure within the time provided, the grievant may proceed to the next step of the procedure within the prescribed time frame as provided.
7. Facts or arguments not presented by the grievant to the Step 2 grievance officer may not be raised at arbitration in support of the grievance.
8. Both the City and Union may mutually agree to proceed to instant arbitration for any alleged violation of this agreement.

## **Article 11 - Personnel Files**

### **Section 1 – Official File**

There shall be one (1) official personnel file for each employee which shall be maintained in accordance with Chapter 119, Public Records, Florida Statutes, in the central personnel file of the City. No other official personnel file shall be kept on an employee. This does not preclude the supervising leader or department head from maintaining an employee desk file for the purpose of documenting an employee's growth, productivity, training/certifications, accomplishments, and areas requiring development. A desk file is not an official personnel file and such information contained therein cannot be utilized to support any disciplinary action or appeal of such action

### **Section 2 – Acknowledgement of Certain Documents**

- A. No material derogatory action to an employee's conduct, service, character or personality shall be placed in the file unless the employee has had an opportunity to review the material. The employee shall acknowledge receipt of the material by affixing his signature on the actual copy to be filed, with the understanding that such signature merely signifies receipt of the material to be filed and does not necessarily indicate agreement with its content.
- B. The employee shall have ten (10) days to provide a written response. Any written response shall be attached to the file copy.

### **Section 3 – Review of File**

Upon appropriate request by the employee, the employee shall be permitted to examine the personnel file. The employee shall be provided a reasonable amount of time during working hours to review the file. The employee's request cannot be unreasonably denied or delayed.

### **Section 4 - Copying**

The employee shall be permitted to reproduce any material in the file. The City may charge a fee for reproduction in accordance with the applicable law.

### **Section 5 - Corrections**

Material may be removed from the file if it is inaccurate or untrue to the extent permitted by law.

## **Section 6 – Discipline Time Limits**

- A. An offense shall be valid for not more than two (2) years from the date of occurrence. Documents relating to offenses which are more than two (2) years old shall not be considered in rendering the appropriate level of discipline for a current offense.
  
- B. An incident which has not been reduced to writing within two (2) months of its occurrence or from the time management or the employee becomes aware of the occurrence, whichever is last, may not be later added to the file.

## Article 12 - Discipline

### Section 1 - Defined

- A. This Article covers actions involving verbal warnings, written reprimands, suspensions without pay, dismissals, demotions, or reductions in pay grade with prejudice. Discipline that does not involve a verbal warning is subject to the grievance and arbitration procedure except that verbal warnings shall not be submitted to or subject to arbitration under any circumstances.
- B. In an effort to enhance employee growth and contributions, coaching and counseling sessions may include a written acknowledgment to be signed by the employee and placed in the supervisor's file. Coaching and counseling is not discipline, but serve as notice to the employee that continuation of certain conduct or performance could result in future discipline. Coaching and counseling will not be used or in support of employee discipline.

### Section 2 – Right to Representation

No disciplinary action may result from a meeting between an employee and his supervisor unless the employees advised that such meeting is for the purpose of discussing discipline or potential discipline. If such a meeting does take place, the employee has the right to request the presence of Union representation.

### Section 3 – Just Cause and Progressive Discipline

- A. Disciplinary action may not be taken except for "Just Cause" which must be substantiated by a preponderance of evidence. Where "Just Cause" warrants a verbal warning or written reprimand, dismissal, demotion and/or suspension of any employee, such action shall be taken by the appropriate administrator. Under normal circumstances, progressive discipline will be administrated as follows:
  - 1. **Verbal Warning:** issued by management to verbally warn an employee about conduct or work performance and counsel the employee on how to improve. A record of this warning is maintained in the employee's official personnel file.
  - 2. **Written Reprimand:** issued by management when a verbal warning has not resulted in a satisfactory change in the employee's conduct or work performance or when a verbal warning is not deemed by management to be sufficiently severe for the offense.
  - 3. **Suspension without pay:** issued by management when a written reprimand has not resulted in a satisfactory change in the employee's conduct or work performance or when

a written reprimand is not deemed by management to be sufficiently severe for the offense. A suspension is an involuntary removal from the work site, which includes loss of pay.

4. **Dismissal of employee:** issued by management when previous disciplinary actions have failed to bring a satisfactory change in the employee's conduct or work performance, or when a suspension is not deemed by management to be sufficiently severe for the offense. A specific reason for termination of employment is not required for a probationary employee who fails to meet probationary standards. A termination of employment is a permanent separation from employment with the City.
- B. In cases of a verbal warning, the supervisor shall inform the employee that the employee is receiving a verbal warning which is a step in the disciplinary process. The employee may have an Union representative present during a coaching and counseling session, if one is requested. Suspension with pay shall be utilized for the purposes of any investigatory procedure or pending investigation. If, following an investigation, "just cause" is found warranted and the employee's grievances have either been exhausted or the employee has elected to accept appropriate disciplinary action consistent with the terms and conditions of this Agreement, the employee may be held liable to reimburse the City for wages paid while on suspension with pay. The City shall bear full responsibility for the collection of such monies, including, but not limited to, the cost of litigation.

#### **Section 4 - Copies**

The employee and the Union shall be provided a copy of all correspondence upon which discipline is based, unless such information is considered confidential or privileged by law. The employee may have the employer release confidential material to the Union if the employee signs the appropriate waiver.

### **Article 13 Probationary Employees and Bumping**

New employees will serve a six (6) month probationary period. However, the probationary period may be extended for a period of up to three (3) additional months, at the discretion of the department head. Upon satisfactory completion of probation the employees will be considered permanent employees. Employees who are offered and accept a promotion from within to a management or supervisory position, or to a classification above the position formerly held will serve a six (6) month probationary period. However, the six (6) month probationary period may be extended for up to three (3) months at the discretion of the Department Head. When an employee is offered and accepts a position or classification within PMSA which is subsequently deleted, or the employee fails to successfully pass the probationary period, such employee may “bump” back into his or her previous position or other such position for which the employee is qualified in the PEU bargaining unit.

The PMSA bargaining unit specifically agrees that employees who are promoted into a management or supervisory position within PMSA who exercise any “bumping” as described in the collective bargaining agreement between PEU and the City shall be entitled to bump PEU members.



## **Article 14 - Seniority and Layoff**

### **Section 1 - Seniority**

Seniority shall be defined in the following manner:

- A. Classification Seniority - the continuous length of service in a given classification.
- B. Service Seniority - the total length of service for the City of Lake Worth Beach.
- C. Seniority shall continue to accrue for all types of approved leaves except for leave without pay in excess of thirty (30) days. Individuals exercising their rights under the Federal Family and Medical Leave Act will not lose seniority consistent with the law. Employees ordered to active duty will not lose seniority.

### **Section 2 - Loss of Seniority**

Employees shall lose seniority for the following:

- 1. Termination for cause;
- 2. Retirement;
- 3. Resignation; or
- 4. Layoff or resignation exceeding twelve (12) months.

### **Section 3 - Layoff and Recall**

- A. The number of employees may be reduced whenever necessary because of material changes in job duties or organization, or because of a shortage of work or funds or other legitimate reasons. Before any permanent employee shall be laid off, all temporary and probationary employees in the same classification shall have been dismissed first in that order. In the event that a reduction in work force requires a layoff, those employees with the least seniority in the affected classification(s) shall be laid off first. The layoff of permanent employees shall be in inverse order of length of service, other considerations being equal. In the event that two or more employees affected have the same amount of seniority, the date of employment application shall prevail. However, if the application date is the same, then the earliest birth date shall prevail.

- B. Prior to a full-time post probationary employee being laid off from the City, they will be notified of the Part-Time roles currently being filled within the organization. The City further agrees that provided the full-time employee is qualified to perform the part-time role, they will be offered the opportunity to move into the part-time role in lieu of lay-off. If the employee does accept the part-time role, it will not negate any recall rights to full-time positions for which their qualifications and/or length of service would be applicable.
  
- C. When the City determines the layoff of a probationary employee will negatively impact its ability to deliver services to the public or to meet critical regulatory or statutory requirements, the City will notify the Union of its intent to retain critical skilled employee(s). The Union agrees to waive the layoff of a probationary employee if no other employee who is on layoff is qualified for the position.
  
- D. Any laid off employee shall be recalled to their position or other such position for which they may be qualified within the bargaining unit in inverse order of layoff. During the one-year period of recall laid off employees will be notified of any open vacancy within the employee bargaining unit for which they are qualified. The employee shall be notified of recall opportunities by certified mail. Such employee shall have seven (7) days to respond to the City as to whether the employee shall accept the notice of recall. The laid off employee is responsible for notifying the City of the current address. If the laid off employee fails to respond to any notice of recall within seven (7) days, the City will not be obligated to forward additional recall opportunities.

## **Article 15 - Position Changes**

### **Section 1 – Vacancies**

- A. Vacancies and promotional vacancies shall be posted for a period of at least seven (7) days. Employees of the City shall be given preference for such vacancies when the experience and qualifications they possess are equal to an outside candidate. If two (2) City employees are seeking a vacant position within the City and their experience and qualifications are equal, seniority shall be the governing factor for filling the position.
  
- B. Employees temporarily assigned to a higher classification for five (5) or more consecutive work days, including the assumption of additional duties, shall receive an increase in pay equal to the greater of five (5%) percent of the employee's current rate of pay or the bottom of the pay rate of the position to which the employee is assuming. Employees temporarily assigned to a lower classification shall be paid at the regular rate of pay. Whether a position is a higher classification will be determined by reference to the pay schedule then in effect. A position shall be a higher classification if the starting pay for the position to which the employee is temporarily assigned is higher than the starting pay of the position from which the employee is reassigned.
  
- C. Where it is found that a person with the requirements to fill a position vacancy is not available by re-employment, transfer, promotion or entrance appointment, Human Resources may authorize the Department Head to fill the vacancy by a temporary appointment, while efforts are continued to find an acceptable eligible for permanent appointment. No temporary appointment shall be made without the prior approval in writing of Human Resources. No payment shall be made for services rendered by such temporary appointee prior to the date and time of such approval. If for any reason approval comes after the fact, the employee will be paid retro to the date of appointment. Bargaining unit employees filling any of these positions for five (5) or more consecutive work days shall receive an increase in pay equal to ten (10%) percent of the employee's current rate of pay but not to exceed the bottom of the pay rate of the position to which the employee is temporarily appointed. A position shall be a higher classification if the starting pay for the position to which the employee is temporarily assigned is higher than the starting pay of the position from which the employee is reassigned. Employees temporarily appointed to a lower equal classification shall be paid at their regular rate.

### **Section 2 – Transfers**

- A. A regular full-time employee may be transferred to meet the needs of the City. A transfer may require the employee to move from one (1) division to another. The employee shall retain the same pay status in the new position that the employee had in the previous position. The transfer shall be only temporary and in cases of emergencies.

- B. A regular full-time employee may be transferred temporarily or permanently to meet the needs of the service, and may require the employee to move from one (1) assignment to another. In addition, an employee upon request and acceptance of the appropriate Department Head(s), may be transferred from his position to any other for which he is qualified. The employee shall retain the same seniority within the department.
- C. An employee who is permanently transferred shall be compensated in the new position at the appropriate rate established for that position from the first day the individual begins work in the new position.
- D. All transfers covered by this Agreement will be made without loss of seniority within the department.

### **Section 3 – Demotions**

- A. Involuntary demotion of a permanent employee may be initiated by the Department Head when such employee's work is unsatisfactory and the employee had not responded to coaching, counseling, or other interventions implemented to enhance their contribution levels.
- B. A permanent employee may be granted a demotion upon request and such demotion shall be termed and recorded as voluntary.
- C. A permanent employee may be granted a demotion within the department upon request as an alternative to being laid off. If a vacant position is available in another department for which the employee is qualified, the employee shall be given priority consideration for such position.
- D. The reason(s) for any proposed demotion, voluntary or involuntary, shall be given in writing to Human Resources on the form provided, together with a Performance Evaluation and shall require the prior approval of Human Resources. A copy of such form shall be given to the employee affected before the demotion shall become effective.
- E. An employee demoted for "just cause" shall be required to serve a probationary period of six (6) months in the new position satisfactorily before again receiving permanent appointment; except, that a permanent employee taking a voluntary demotion shall not be required to serve a probationary period in the new position.
- F. Where an employee is involuntarily demoted to a position class with a lower assigned regular maximum, such employee shall receive the rate of pay for the demoted position. However, under no circumstances will the employee receive more than a five percent (5%) reduction in pay.

**Section 4 – Promotions**

An employee promoted to a position within the bargaining unit shall receive an increase in pay equal to the greater of five percent (5%) or the bottom pay rate of the position to which the employee is entering not to exceed the mid-point of the new position during the initial probationary period.

## **Article 16 - Contracting Out**

Prior to a final decision being made by the City Commission to contract out, the Union will be provided the opportunity to submit an alternative proposal. This Article does not exempt the City from bargaining the impact of contracting out.

## Article 17- Uniform and Uniform Allowance

- A. When employees are required to wear uniforms, such uniforms shall be furnished and maintained by the City. Employees shall sign for receipt of such uniforms and agree at that time to authorize the City to deduct the cost of such uniforms from the employee's final paycheck and/or vacation leave payout, if any, if the employee fails to return the uniforms upon separation from employment for any reason as set forth in Section D, below.
- B. When hats are considered part of the uniform, they will be provided by the City.
- C. Employees shall not be prohibited from wearing their uniforms to area businesses serving food during an employee's lunch hour. Employees shall be prohibited from wearing their uniforms to establishments out of work hours to any place that would discredit the City.
- D. Employees must return all uniforms within five (5) business days of the separation of employment for any reason. Failure to return all issued uniforms at this time shall result in deduction of the employee's final wages and/or vacation leave payout, if any. Such deduction shall be in compliance with all wage and hour laws and shall not reduce the employee's final wages below the then applicable minimum wage or the applicable overtime rate.
- E. Employees who are required to wear protective footwear shall be provided such footwear through the City's vendor up to a value of \$150.00 per fiscal year. Management shall determine the type and quality of such protective footwear. Employees shall be responsible for the proper maintenance and care of their protective footwear. Based upon an assessment of the condition of the protective footwear or due to the need for a different type of protective footwear based on job duties as determined by the Department Head or designee, employees will be provided with a replacement at no cost to the employee, up to the value of \$150.00.
- F. The City provides all necessary tools and equipment to perform the job. However, it is recognized that certain positions (such as mechanics) may utilize the employee's personal hand tools during the course and scope of employment. Where an employee needs a shop tool or other equipment to perform the job that is not available, the employee must notify the supervisor and the City will provide and maintain these items to perform the job, all of which remain City property. Where an employee uses a personal hand tool during the course and scope of employment and such tool is broken or become inoperable as a result of the work performed in the line of duty, the City shall replace the tool with a tool of like kind and quality. The City may take all reasonable steps to verify how the tool became damaged or inoperable to confirm replacement costs.

## **Article 18 - Replacement of Personal Property**

- A. The City agrees to reimburse the cost of an employee's personal property stolen or damaged due to the negligence of the City.
  
- B. Employees may be liable for reimbursement to the City for damage to City property as a result of the employee's negligence or misconduct. If it is determined, following a Risk Management investigation, the employee negligence was a factor, the employee and the Union shall be provided in writing of the results of the investigation. If the findings are upheld, the employee may be liable for reimbursement to the City.



## Article 19 - Occupational Safety and Health

The City shall endeavor to provide a safe working environment. The employee shall endeavor to work in a safe manner.

- A. When required by applicable statute, only certified licensed operators shall be required to work with pesticides or other hazardous chemicals.
- B. Employee shall not be required to handle dead animals unless specified in their job description or in cases of emergency.
- C. Employee shall not be required to operate vehicles or machinery which are unsafe or do not meet regulatory codes.
- D. As a lifeguard's primary responsibility is to ensure the safety of the public at the pool and the beach, lifeguards will not be assigned responsibilities related to bonfires, unloading of pallets, digging bonfire pits, etc.
- E. Liability and Indemnification.
  - 1. Without waiving any rights under Florida Statutes 768.28 as amended, the City shall defend, indemnify, and hold harmless against judgment for civil liability any bargaining unit employee who is named in any civil action for recovery of compensatory damages for injury or loss of property, personal injury or death caused by the negligent or wrongful act or omission of such employee within the scope of the employee's employment with the City, where such liability arises out of the City's exercise of a retained management right as outlined in this collective bargaining agreement, unless such employee acted in bad faith, with malicious purpose, in a manner exhibiting wanton, willful disregard of human rights, safety, or property, or engaged in criminal activity.
  - 2. The affected employee has a continuing duty to cooperate with the City in connection with the investigation and defense of any such civil action against the employee; material breach of this duty relieves the City from any obligation under this collective bargaining agreement to defend, indemnify, or hold harmless the employee, from the time of the breach henceforth.
  - 3. The City retains its entire immunity as provided by law. The City will not indemnify any employee against a judgment for: punitive damages; compensatory damages that do not arise within the course and scope of the affected employee's employment with the City; compensatory damages occasioned by the employee acting in bad faith, with malicious purpose, in manner exhibiting wanton, willful disregard of human rights, safety, or

property, or any relief arising out of employee's intentional violation of the civil, statutory or constitutional rights of any person; or criminal activity.

## **Article 20 – Attendance**

### **Section 1 - Basic Work Week**

The basic workweek shall be forty (40) hours per week. Any permanent schedule changes will require a seven (7) day notice to the employee and Union outlining such changes, unless exigent circumstances as determined by the City existing warranting an immediate shift change.

### **Section 2-Basic Workday**

- A. The basic work week shall consist of a period of seven (7) days. The normal workweek shall consist of forty (40) hours per week. The normal work day shall consist of eight (8) or ten (10) hours of work exclusive of the meal period, in a twenty-four (24) hour period, unless otherwise specified. Employees may leave their worksite during their breaks or lunch. The City and the Union recognize that certain types of activities operating on a continuous seven (7) days a week requires different treatment as to hours worked and agree that in those instances an eight (8) or ten (10) hour shift, excluding the meal period may be allowed.
- B. Full-time employee shall be given a fifteen (15) minute break time in the first half of the shift and again in the last half of the shift. Break time is not cumulative and is not to be used to arrive late or to leave early unless otherwise agreed to by supervisor. Scheduling of break times shall be at the discretion of the Department Head.
- C. Timesheets, time clocks or other appropriate methods shall be utilized for the recording of employee work time. Employees shall review and sign their timesheets, timecards or other document or electronic method designated by the City to verify the time an employee worked within a pay period prior to its submission to payroll. If such procedure is not feasible, the employee shall receive a copy of the timesheets submitted for review, signature and any corrections.
- D. An employee late for duty shall not be sent home but will be paid for only time worked unless employee is habitually late whereby appropriate disciplinary action will be taken.

### **Section 3 - Overtime/Compensatory Pay**

- A. Non-exempt employee shall be compensated at a rate of one and one half (1 ½) times their regular rate consistent with FLSA guidelines. Compensatory time will no longer be used in lieu of payment of overtime.

- B. Overtime will be paid to those employees who work over forty (40) hours in a workweek. However, vacation leave, sick leave, holidays (including birthday) and jury duty will be considered hours worked for the purposes of computing overtime.
1. It is intended that the work in excess of established hours of work and days of work shall be kept to a minimum and shall be authorized only when it is required to meet operating service requirements.
  2. Employees shall work overtime only when directed to do so by the Department Head. Overtime work, for any position class, shall be allocated as equally as is possible among all qualified employees in that department.
  3. Those actual hours actually worked in excess of forty (40) hours in a regularly scheduled workweek shall be deemed overtime hours. Hours of military leave and funeral leave shall not be considered hours worked for the purpose of computing overtime.
  4. Those employees non-exempt under FLSA Wage and Hour legislation, shall be compensated for overtime worked in excess of forty (40) hours in a workweek at a rate of one and one half (1 ½) times the employee's straight time rate of pay. Such pay will be included with pay for the period in which the overtime was worked.
  5. When an emergency exists, as determined by the City, or when a non-exempt employee is required to remain on duty without notification prior to his normal departing time, for a minimum of two (2) hours beyond his normal schedule workday, such employee shall receive a free meal or shall be entitled to leave the job and eat a meal. The cost of such meal shall be reimbursed by the City at the applicable rate established by the State.
- C. Non-exempt employees. Requirement to wear communication devices (i.e.: cellular phones, beeper, etc.)
1. Category "A" employees (no additional compensation). Non-exempt employees falling within this category may be required to wear a communication device provided by the City of Lake Worth Beach or its designee without receiving additional compensation. Employees within this category are expected to answer telephone calls, "beeps", etc., from City personnel or its designee to return to duty after their normal duty hours. However, if requested by City personnel or its designee to return to duty after their normal duty hours, such employees may, based upon reasonable grounds, decline such request. Employees will not be disciplined based upon their reasonable refusal to return to duty.
  2. Category "B" employees (additional compensation). Non-exempt employees falling within this category may be required to wear a communication device provided by the City of Lake

Worth Beach or its designee, but will be compensated at a rate of two dollars (\$2) per hour for each non-duty hour such employees are on call. If an employee is required to return to duty under this provision, such compensation shall cease at the time call-back pay begins and will continue to cease until the employee returns to an on-call status. Employees within this category must on a 24 hour/7 days per week basis, be fit, ready and able to return to duty upon being contacted by City personnel or its designee. Refusal to return to duty while in a Category B status may result in discipline as determined by the appropriate supervisor. In the absence of exigent circumstances employees will be advised in writing concerning the anticipated duration which they will be in Category B status.

- D. A rotational overtime list for non-exempt employee shall be established for each Department or as otherwise feasible. The list shall initially be established by City length of service.

When overtime is required, including "on-call" the City shall call the first employee on the list and then follow in successive order.

If an employee cannot be reached, such employee shall not be rotated on the list. However, if an employee refuses overtime, such employee shall be rotated to the bottom of the list. Refusal of overtime four (4) times in a quarter shall constitute removal from the overtime list for a period of one (1) year.

Each quarter the number of overtime hours worked shall be calculated for the purpose of equitability. If necessary, the rotational overtime list will be revised with the employee having the least number of overtime hours, worked or refused, in the preceding quarter rotated to the top of the list for the succeeding quarter.

- E. Unless a financial emergency exists, the employer will not change or alter an employee's schedule to avoid the payment of overtime.
- F. Compensatory time will no longer be accrued in lieu of payment for overtime. Overtime will be paid consistent with the FLSA guidelines. Any accrued compensatory time will not be lost.

#### **Section 4 - Callback Compensation**

- A. Non-exempt employees called back to work shall receive a minimum of three (3) hours pay consistent with the terms of Section 3 of this Article.
- B. Non—exempt employees called back to work prior to their normal scheduled workday shall be compensated at a rate of one and one half (1 ½) times their regular rate of pay for that time worked in excess of their normal eight (8) hour shift, and will not be sent home early to avoid the payment of overtime.

- C. Consecutive hours worked in excess of sixteen (16) hours shall be paid at double the straight time pay.
- D. Employees "on-call" shall be provided a City vehicle or compensated at the rate, as determined by the State law, for the use of their personal vehicle to return to work.

#### **Section 5 - Differential Pay**

Those employees assigned shifts in operational areas requiring 24-hour coverage will receive shift differential of One Dollar (\$1.00) per hour for second shift assignment, and One Dollar and twenty-five cents (\$1.25) per hour for third shift assignment.

#### **Section 6 - Travel Expenses**

The parties agree that the City policy concerning travel expenses adopted on December 4, 2012, in Resolution Number 57-2012 be applicable during the contract period.

An employee who must travel out of the City on authorized business and who is offered a City vehicle for that travel may use the City vehicle. If the employee chooses to utilize their own vehicle, the employee will not be entitled to reimbursement associated with this Article. However, if the employee is required to utilize their own vehicle, reimbursement will be in accordance with City's Resolution regarding travel expenses.

The parties recognize and agree that Resolution No. 57-2012 is in the process of being updated and the updated travel resolution shall become effective upon passage.

## Article 21 – Holidays

### Section 1 - Holidays Observed

A. All bargaining unit employee shall receive the following paid holidays:

1. New Year's Day
2. Martin Luther King Holiday
3. President's Day
4. Memorial Day
5. Juneteenth
6. Independence Day
7. Labor Day
8. Columbus Day/Indigenous Peoples' Day
9. Veteran's Day
10. Thanksgiving Day
11. Friday following Thanksgiving
12. Christmas Eve
13. Christmas Day
14. Employee's Birthday (Employees shall receive a day, eight (8) hours off with pay for their birthday which shall be taken during the fiscal year in which the birthday occurs. Pay for an employee's birthday holiday shall be treated as hours worked for the purpose of computing overtime) Effective upon ratification, employees regularly scheduled for a ten (10) or twelve (12) hour shift will receive ten (10) or twelve (12) hours off with pay for their birthday.

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

following Monday shall be designated a substitute holiday and observed as the official holiday for that year. Effective upon ratification, when a holiday set forth in Section 1 (A) above falls on the scheduled day off of an employee regularly scheduled for a ten (10) or twelve (12) hour shift, the next scheduled work day shall be observed as a holiday for that employee.

Notwithstanding, employees holding positions in Refuse Collection, Solid Waste, and Recycling (excluding the Recycling Coordinator and Refuse Collection Coordinator) shall work on all designated and observed holidays except Thanksgiving and Christmas.

- C. If during the term of this Agreement, the City grants additional holiday or holidays to any other bargaining unit the same day(s) shall be a holiday for the employees covered by this Agreement.
- D. Employees on paid leave on a holiday shall be paid holiday pay in lieu of the paid leave.
- E. Employees must work or be on approved paid leave on the day before and the day after the holiday to qualify for holiday pay.
- F. Employees who are scheduled to work on a holiday, but who request to be off on the holiday at least 48 hours in advance and are approved by the supervisor, shall be paid for the holiday and not charged vacation or sick leave. Employees who are scheduled to work on a holiday, but who call out sick less than 48 hours in advance, must produce a physician certification upon returning to work in order to be paid for the holiday and not charged sick leave.
- G. Employees who are assigned and actually work on a holiday shall receive straight time and one and one half times their regular rate of pay for their entire scheduled shift.
- H. Employees working ten (10) or twelve (12) hour shifts who are not assigned and do not work on a holiday shall receive the number of hours they would have been scheduled to work on the holiday as holiday pay at straight time.

## **Section 2 - Eligibility for Holiday Pay**

- A. All bargaining unit employees shall receive eight (8) hours off with pay for each of the holidays allowed, provided the employee is on an active pay status (that has been pre-approved at least 48 hours in advance of the paid leave) on the scheduled working day before and after the holiday. Effective upon ratification, bargaining unit employees normally scheduled for ten (10) or twelve (12) hour shifts and who are assigned to work a holiday but request to be off at least 48 hours in advance and are approved by their supervisor shall receive ten (10) or twelve (12) hours off with pay for the holiday provided the employee is on active pay status (that has been



pre-approved at least 48 hours in advance of the paid leave) on the scheduled work day before and after the holiday. Employees may elect to take a day off in lieu of their actual Birthday holiday within the fiscal year in which the birthday occurs; however, there will be no payout for holidays not taken prior to separation from City service.

- B. Employees on any approved leave but in a pay status on the day the holiday is observed must use the holiday on the day it is allowed.
- C. Employees required to work on a holiday shall be compensated at their day's pay plus eight (8) hours (or ten (10) hours where the employee is regularly scheduled for a ten (10) hour day) at one and one half (1 ½) times their regular hourly rate. However, where an employee is called back on a holiday, the employee shall be paid the call back pay in lieu of the holiday pay for the hours covered by the call back pay (no pyramiding of holiday and call back pay).
- D. When a holiday falls on an eight-hour shift employee's regular day off, the employee will receive holiday pay. Effective upon ratification, when a holiday falls on a weekend day or a day off for an employee regularly scheduled for a ten (10) or twelve (12) hour shift, the next or prior scheduled work day shall be observed as a holiday for qualified employees as outlined in Subsection 1 (B) above.

**Article 22 - Leave**

**Section 1 - Vacation Leave and Termination Pay**

- A. Vacation Leave shall be charged in one-half (½) hour increments; employees shall be charged eight (8) hours of vacation leave per day, unless the employee works a ten (10) hour day, in which case such employee shall be charged ten (10) hours per utilization. However, in the case where an employee has less than ½ hour in an “old” bank, employee may utilize the remaining balance, plus any other amount from the “new” bank to cover the absence.
- B. Upon termination, resignation with a minimum of two weeks’ notice, retirement or death, all unused annual vacation leave up to a maximum of 160 hours will be paid to the employee or beneficiary at the regularly scheduled rate.
- C. Employees shall be required to use a minimum of forty (40) hours of annual leave during each year based on the anniversary date of hire. Failure to do so shall result in the Employee forfeiting the hours, up to forty (40), not used during each year.
- D. Vacation Leave Time

1. Upon hire, an employee shall be qualified to receive vacation leave in proportion to the allocated weekly hours for the position class of assignment, for full days accumulated, as below. Bargaining unit employee shall be entitled to one (1) day additional leave for each year after twenty (20) years of completed service.

Hours of Vacation Leave Time – 40 hour week

80 hours	1 year of service
88 hours	2 years of service
96 hours	3 years of service
104 hours	4 years of service
112 hours	5 years of service
120 hours	6-8 years of service
128 hours	9-11 years of service
136 hours	12-14 years of service
144 hours	15-19 years of service
160 hours	20 or more years of service

- 2. In circumstances where a supervisor plans to deny a vacation request, the supervisor shall contact the City Manager prior to denying the request to discuss the reason(s) for the vacation denial. If the City Manager determines that the reason(s) given do not justify the

vacation denial, the employee shall be advised of the City Manager's decision by the supervisor and the employee shall be entitled to take the requested vacation.

3. Only earned vacation leave may be taken.
4. Vacation leave shall be scheduled by and approved by the Department Head or designee or immediate supervisor or designee, as far in advance as possible but no less than twenty-four (24) hours in advance of time requested except in cases of emergency. Vacation time shall be scheduled in accordance with the employee's request, with length of service taking precedence where more than one employee requests the same time off, and with due consideration given to the requirements of maintaining the services the department renders. Vacation time must be approved in advance by the appropriate Department Head or designee or immediate supervisor or designee.
5. Changes in the scheduling of vacation leave can only be made with the prior approval of the Department Head or his designee.
6. If the observance of an official holiday shall fall within the period of vacation leave being taken by an employee, it shall not be charged against the employee's accumulated vacation leave.
7. Accumulated vacation leave may also be used for:
  - a. Absence(s) occasioned by illness or injury of a member of the employee's household.
  - b. Absence(s) where personal obligations must be taken care of during an employee's assigned hours of duty.
  - c. Absence(s) where an employee's religious convictions require observance during employee's assigned hours of duty.
  - d. Sick leave, where regular accumulated sick leave days have been used up; however, sick leave shall not be used for vacation leave.

## **Section 2 - Sick Leave**

A. GENERAL. Sick leave is a benefit provided by the City for permanent employees so that they may have paid time off when they are unable to report for duty by reason of illness, injury and/or periods of stress, occasioned by other than causes arising out of employment in the City.

B. USE OF SICK LEAVE.

1. Sick leave shall be allowed only in the case of:
  - a. Actual disability arising from illness and/or non-work related injury.
  - b. Medical, dental, or eye treatment or examination, for which arrangements could not be made outside the employee's assigned hours of duty.
  - c. Periods of stress occasioned by serious illness and/or injury of an employee's wife or husband, grandparents, mother, father, sister, brother, daughter, son, step-parent, step-sibling, ward, or domestic partner, for all reasonable and necessary time up to and including three (3) consecutive working days. The relationships given shall include those arising from marriage or adoption, or guardianship established by court action.
2. Accumulated Sick Leave Accounts may be used for treatment and/or prescribed recovery pertaining to a serious illness or medical procedure which exceeds three (3) consecutive days of the employee's normal schedule.
3. The Current Sick Leave Account shall be the initial account that time is charged from for payroll purposes. Upon the written request of the employee and documentation from the physician who is administering the care, the Current Sick Leave Account may be credited from the Accumulated Sick Leave Account balance (if any exists) up to the amount of the sick leave used or the time prescribed for the treatment or recovery for which the employee will need to be off of his/her normal work assignment.
4. The approval of the request shall be subject to the approval of the employee's supervisor. If the employee has been directed by his physician for treatment or an operation, the notification and approval request shall be in advance of the actual treatment or operation. If the treatment or operation is of an emergency nature, the notification and approval request shall be made as soon as practical by the employee or his immediate family.
5. If time has been transferred from the Accumulated Sick Leave Account and the Current Sick Leave Account has a balance at the employee's anniversary date, the Accumulated Sick Leave Account shall be credited from the Current Sick Leave Account up to the number of hours transferred into the Current Sick Leave Account per the above request and subsequent approval.
6. If after the transfer back to the Accumulated Sick Leave Account has occurred, a balance remains in the Current Sick Leave Account, the normal procedure for splitting the Current Sick Leave Account shall be followed.

7. When an employee's accumulated sick leave allowance and/or accumulation in any year and credited retained sick leave, where approved, have been used up, the employee may elect to use accumulated vacation leave. Permanent employees who have used all current accumulated and retained sick leave may apply to participate in the Voluntary Sick Leave Donation Program.
  8. When sick leave(s) as in "7" above, and vacation leave have been used up, the employee may be placed on leave of absence without pay.
- C. SICK LEAVE ALLOWANCE - Upon hire, employees shall accumulate sick leave at the rate of one (1) day per month for a total of twelve (12) days or ninety-six (96) hours per year. Sick leave will consist of one (1) single leave bank.
- D. Unused sick leave shall be accumulated with no maximum limit.
- E. Unused sick leave will be retained, but not accrued, when an individual is laid off. If the laid off employee is reinstated within the recall period, unused sick leave will be reactivated.
- F. Upon retirement in the City's Pension Plan, including the Cash Balance Plan: employees with less than twenty (20) years of service will be paid for all sick leave up to two hundred (200) hours at fifty-five percent (55%) of the regular rate of pay; employees with at least twenty (20) years of service but less than thirty (30) years of service will be paid for all sick leave up to two hundred (200) hours at sixty-five percent (65%) of the regular rate of pay; employees with thirty (30) or more years of service will be paid for all sick leave up to two hundred (200) hours at seventy-five percent (75%) of the regular rate of pay.

"Retirement" is described as the following:

- (1) A participant hired prior to October 1, 2010:
  - (a) Age 65 with 10 years' service
  - (b) Age 55 with 30 years' service
  - (c) Rule of 80
- (2) A participant hired on or after October 1, 2010:
  - (a) Age 65 with 10 years' service
  - (b) Age 55 with 30 years' service

G. APPROVAL

1. A physician's certification as to the nature of and probable duration of the need for any use of sick leave may be required.

2. Sick leave may be approved for up to three (3) consecutive working days by the Department Head without requiring a physician's certification.
3. A sick leave of more than (3) three consecutive working days may require a physician's certification. Additionally, the certification of the licensed physician as to the nature of the disability, and as to whether or not the employee is in condition to return to the employee's regular duties without hazard to the employee or to others may be required at the discretion of the Department Head.
4. The Department Head may require that an employee be examined initially by the licensed physician, and, if deemed necessary, also by a physician designated by the City at the City's expense, before an employee on sick leave is returned to duty, to determine if the employee is in condition to return to the employee's regular duties without hazard to the employee or others. If any employee chooses their own doctor, it will be at the employee's own expense.

#### H. NOTIFICATION

To be placed on sick leave the employee shall be responsible for notifying his immediate supervisor, the Department Head or his designee. Unless an emergency condition exists as determined by the employee's immediate supervisor, notice shall be given as soon as possible but no later than thirty (30) minutes before the start of the employee's assigned hours of duty. Information shall be given as to the reason(s) for the absence, its probable duration, and other related data. Thereafter, notification shall be daily for the next four (4) consecutive working days, and weekly thereafter. It shall be the employee's responsibility to keep Department Head informed.

Where such notification and information are not received, the Department head shall not authorize payment for absence on sick leave. Such absence shall be recorded as unauthorized and without pay.

#### I. CERTIFICATION

1. The employee shall be responsible for providing medical certification(s), as required.
2. Payments for absence on sick leave may be withheld until required medical certification(s) are provided.
3. The Department Head shall make such investigations and inquiries as shall be found to be desirable.

## J. PAYMENT

1. Payment shall be made only for the approved sick leave, and shall be at the employee's regular straight time rate of pay as of the last day worked before the start of such period of leave.
2. Payment shall be made only for a working day for which the employee otherwise would have received pay; no payment shall be made for any time for which the employee otherwise receives pay.
3. An official holiday occurring during an approved sick leave shall be paid for as such; no charge shall be made against any sick leave for such holiday.
4. Charges against allowed, accumulated accredited sick leave shall be in units of one-half ( $\frac{1}{2}$ ) hours. However, in the case where an employee has less than  $\frac{1}{2}$  hour in the "Current Sick Leave Account", employee may use the remaining balance of the Current Sick Leave Account and then use the Accumulated Sick Leave Account (if any exists) up to the amount of the sick leave used or the time prescribed for the treatment or recovery for which the employee will need to be off of his/her normal work assignment to cover the absence.
5. Where allowed, sick leave is used for other than authorized purposes, the time off shall be without pay; the employee shall also be liable to disciplinary action.
6. Separation from the City shall cancel all unused sick leave allowed.
  - a. An employee on leaving the City by retirement shall be paid as in "F- 1" above, for any unused retained sick leave credited; and
  - b. At the death of an employee before retirement, payment as in "F-1" above, for any unused retained sick leave credited, shall be made to the employee's designated pension beneficiary, or in the absence of such designated beneficiary, to the employee's estate.
7. Employees who return to the City up to one (1) year from the date of a layoff shall be credited with all sick leave he had prior to being laid off, provided such employee shall not accumulate sick leave during the layoff.

## K. COVID VOLUNTARY VACCINATION PERFORMANCE INCENTIVE

1. COVID-19 vaccines have been approved by the US Food and Drug Administration (FDA) and are readily available to all adults. As such, a one-time Voluntary Vaccination Performance

Incentive is hereby implemented to encourage employees to get vaccinated against COVID-19. This Incentive is based on guidance from the Centers for Disease Control and Prevention (CDC), the Equal Employment Opportunity Commission and is designed to comply with all applicable federal, state, and local laws.

2. The CDC has found that COVID-19 vaccines are highly effective at preventing individuals from getting sick with COVID-19 and experiencing the most severe consequence of the disease. While the Incentive is designed to encourage employees to get vaccinated if it is safe for them to do so, this is strictly voluntary and the decision whether to get vaccinated or not is entirely the employee's and each employee should work with their health care provider to determine if the vaccination is appropriate for their medical circumstances.
3. This Voluntary Vaccination Performance Incentive is a key part of an overall strategy and commitment to maintaining a safe and healthy workplace in light of the COVID-19 pandemic. This Incentive is designed for use together with, and not as a substitute for, other COVID-19 prevention measures, including wearing face coverings, social distancing, sanitizing work areas and proper handwashing hygiene.
4. All employees are eligible for this one-time Incentive. The Incentive is one vacation day added to the employee's vacation leave bank (the hours shall be based on the employee's normal scheduled work hours—e.g. 8, 10 or 12 hour shift).
5. To obtain the Incentive, employees must show proof of being fully vaccinated with a COVID-19 vaccination to Human Resources during the forty five (45) calendar days immediately following ratification of this Agreement by the City Commission. While the proof must be provided during the forty five (45)-day performance evaluation period immediately following ratification by the City Commission, the employee's vaccination dose(s) may have occurred at any time so long as the employee is "fully vaccinated" at the time the proof is submitted. Employees who voluntarily submit such proof during the performance period shall be deemed to have satisfactorily met the City's expectations with meeting their responsibilities in the City's COVID-19 prevention efforts. "Fully Vaccinated" means 14 days after receiving the second dose of the Pfizer or Moderna vaccine, or the single dose of the Jansen (Johnson and Johnson) vaccine.
6. Any employee who does not provide proof of being fully vaccinated during the performance evaluation period shall be deemed to have not met the requirements of the Voluntary Vaccination Performance Incentive program and will forfeit the opportunity for the performance Incentive. Notwithstanding the performance-based nature of this Incentive, this program will not be included in or considered as part of the City's annual evaluation program.



7. Employees who believe they need an accommodation regarding this Incentive because of a disability or religion are responsible for requesting a reasonable accommodation from Human Resources within the forty five (45)-day performance period.

### **Section 3 - Funeral Leave**

An employee, during the period of stress caused by the death of an employee's wife or husband, mother, father, grandparents, sister, brother, daughter, son, grandchild, mother-in-law, father-in-law, aunt, uncle, brother-in-law, sister-in-law, grandparents of spouse, domestic partner, domestic partner's parents, domestic partner's children, or legal guardian, shall be allowed time off with pay for all reasonable and necessary time up to and including three (3) consecutive working days. The relationships given shall include those arising from marriage or adoption. Up to two (2) additional working days not charged against any other leave may be granted at the sole discretion of the Department Head if the funeral is out of state.

### **Section 4 - Court Leave**

- A. JURY DUTY - An employee shall be allowed the necessary time off with pay for jury duty, upon presentation of a lawful notification.
- B. WITNESS DUTY - The Department Head shall allow an employee the necessary time off with pay to appear as a witness, upon seeing the subpoena or directive from a lawful authority; provided, this shall not include any appearance in court as a result of alleged violation of law by the employee, or involving litigation in which the employee is a principal. Where the court appearance is required as a result of the alleged violation of law by the employee or involving litigation in which the employee is a principal, vacation leave or leave of absence without pay may be approved by Human Resources for such purpose(s).
- C. Employees released from court during normal work hours shall report to work if such employee is released from court more than two hours (2) from the end of the normal workday.
- D. Shift employees may, if they so desire, be scheduled for Saturday & Sunday off, and Monday through Friday on the day shift for the period of jury duty. Such change in schedule shall be at no loss of differential pay.

### **Section 5 - Conference Leave**

The employer may grant leave with pay for up to seven (7) days, together with travel expenses in order that employees may attend conferences, schools and similar events designed to improve their performance. The employer may grant additional days upon written request from the employee.

## **Section 6 - Military Leave**

- A. NATIONAL GUARD DUTY LEAVE – The City will grant military leave to employees with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and Florida Statutes, Chapter 115 and Section 250.48.
- B. MILITARY RESERVE DUTY LEAVE – The City will grant military leave to employees with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and Florida Statutes, Title XVII, Chapter 250.48.

## **Section 7 - Leave Without Pay/Leave of Absence**

- A. The City shall provide Family Leave consistent with the applicable law.
- B. General
  - 1. A leave of absence is authorized absence of any employee from assigned duty for a definite period of time without pay, because of necessity, not covered by leave any other basis.
  - 2. No leave of absence, or extension thereof shall be for a period of more than three (3) calendar months, unless the Department Head shall find such longer period of leave of absence consistent with the best interest of the City.
  - 3. An employee while on leave of absence of more than twenty (20) working days shall not accumulate service time for any purpose. Said leave of absence shall result in corresponding adjustment of anniversary date classification.
  - 4. Insurance coverage(s) for a permanent employee while on authorized leave of absence will be maintained by the City for a period of such leave, up to a maximum of three (3) calendar months.
  - 5. A City employee while on authorized leave of absence shall pay all insurance premiums for the employee, if any, and any dependent(s) at least monthly, if the employee desires to keep such coverage(s) in effect.
- C. REQUEST
  - 1. A written request for leave of absence shall be given to the Department Head by the employee, stating:

- a. The reason(s) for such request;
  - b. The starting date of such leave;
  - c. The date of return of duty.
2. Such request shall be supplied at least ten (10) working days before the requested starting date of such leave, unless the Department Head, because of extenuating circumstances, shall agree to accept a shorter period of notice.
  3. In considering a request for a leave of absence, the employee's service record, length of service, experience and the requirements of the Department for the period of the requested leave shall be taken into account.
  4. Any extension of leave of absence shall be requested in writing as in "C-1" above. Thereafter the procedure for handling such requested extension shall be the same as for an original request.

#### D. RETURN

1. Return to work after leave of absence shall be subject to availability of work, and where more than one employee is involved, shall be in order length of prior service in the position class in the department, other considerations being equal; unless the Regulations governing suspension, lay-off or dismissal shall apply.
2. Where the employee desires to return to duty before the final date of the approved leaves of absence, the employee shall give the Department Head at least five (5) working days' notice and have the approval of the Department Head, unless the Department Head, because of extenuating circumstances, shall agree to accept a shorter period of notice, and as may be found to be in the best interest of the City.
3. Any employee who shall fail to return to work on or before expiration date of a leave of absence without notifying the Department Head and making arrangements satisfactory to the Department Head shall be deemed to have resigned without notice and be terminated from the City.

### **Section 8 - Union Leave**

- A. The Union may designate three (3) representatives as members of the bargaining team. These members may be permitted reasonable time to carry out their duties at the bargaining table.

B. The Union may create a pool of time to be known as the Union Time Pool and each employee shall be allowed to voluntarily contribute in minimum units of eight (8) hours, their holiday and vacation time for Union business upon approval of the Union Executive Director or designee. Request for such time off shall be made to the Department Head in writing and submitted five (5) calendar days prior to the time of such requested time off, providing that when it is impossible (through no fault of the Union) to submit written five (5) days' notice, the request shall be submitted orally and later confirmed in writing. The City agrees to administer the time pool and individuals on the Union business are to be paid as usual by the City.

1. The Union agrees to pay the City at their base rate.

2. All contributions to the Union Time Pool shall be made twice annually during the months of October and April.

#### **Section 9 – Bonus Hours**

A. All employees are eligible to receive two (2) bonus hours for continuous attendance at work every three (3) months (October through December, January through March, April through June, and July through September) when the employee has not used sick leave and has not been absent from work other than approved paid leave during the previous three (3)-month period.

B. Bonus hours shall be added to the employee's vacation leave bank and subject to the provisions set forth for the use of vacation leave.

## **Article 23 - Alcohol and Substance Abuse Policy**

Employees are subject to the City's Drug Free Workplace Policy set forth in the Employee Personnel Policies Handbook as amended from time to time. The City retains the right to test employees for alcohol and controlled substances in accordance with applicable State and Federal law, including, but not limited to, those regulations promulgated by the Federal Highway Administration and Department of Transportation for DOT-covered CDL drivers of commercial motor vehicles.

### **Section 1 - Grieving Reasonable Suspicion**

If an employee disputes the Department head's certification of reasonable suspicion, the employee must, nonetheless, submit to blood/urinalysis test as ordered by the Department head, while simultaneously filing a grievance over the order. Such grievance may be immediately arbitrated under the expedited arbitration rules of the Federal Mediation and Conciliation Services. Pending the arbitrator's decision, which shall be final and binding, the blood/urinalysis sample shall be frozen. Refusal to submit to testing is grounds for termination from employment.

## Article 24 – Benefits

- A. The City shall furnish health insurance for all employees at no cost to the employee.
- B. For employees selecting dependent coverage from any plan offered, the City shall contribute no less than 50% of the premium per month toward family coverage (if applicable). The employee shall be responsible for the remaining portion of the monthly premium.
- C. The City will provide a minimum of a twenty-five thousand dollar \$25,000 Life Insurance Policy or greater amount is so provided to other bargaining units in the City.
- D. Workers' Compensation shall be provided consistent with Florida State Law.
- E. Travel, employee training and development shall be provided consistent with this Agreement.
- F. The City shall provide liability coverage for all employees to the extent provided by law.
- G. During the term of this agreement, the City shall make available to eligible employees, a single individual and dependent health insurance program selected by the City. The City reserves the right to change the plan benefits and carriers or enter a self-insurance program if and when it deems necessary. Before implementing any changes in the health insurance program, the City will consult with the Union, not to bargain the substance or impact but to inform the Union of the proposed changes and to solicit input from the Union. Prior to the annual open enrollment period, a joint labor/management committee will be formed to make recommendations regarding the City's employee health insurance program, including carrier or third party administrator, coverage options, or other terms and conditions. Union representatives shall be appointed by the Union President; the findings of the committee shall be in the form of advisory recommendations to the City Manager and the City Commission. The City at its discretion may offer several options of health coverage.
- H. Employees required by the City to maintain a CDL license shall have the renewal cost of the license paid for by the City.

## Article 25 – Evaluations

Evaluation shall be directed to identify strengths as well as weaknesses.

- A. An Union member may be required to evaluate a bargaining unit member, subject to review and sign off of the appropriate supervisor. Bargaining unit members will be required to attend training sessions on writing and giving effective performance feedback.
- B. Employees shall be evaluated upon completion of their probationary period and annually thereafter. Probationary employees shall be evaluated quarterly or when Department Heads deem it necessary for unscheduled evaluations. Employees have the right to request the Union to be present at any meeting between the employer and employee if that meeting is for the purpose of discussing the employee's less than satisfactory performance.
- C. It is the City's intent to create and implement an electronic City-wide performance evaluation tool. Upon the adoption of a uniform and objective electronic evaluation performance instrument each individual shall be informed of criteria and procedure used in the evaluation process. During the Term of this Agreement, the Performance Evaluation will not impact wages or be used to determine wage rates or increases.
- D. Subsequent to completion of the performance appraisal instrument, bargaining unit members may be asked to periodically provide self-assessment with respect to established goals, targets, metrics and/or standards.
- E. The employee shall have the right to submit a written statement to be attached to the written evaluation.
- F. The employee shall be provided a copy of the evaluation at the time it is signed by the employee acknowledging receipt.
- G. If an employee receives a less than satisfactory rating the evaluator shall:
  - 1. Identify in writing specific deficiencies of the bargaining unit members.
  - 2. Provide in writing specific suggestions for improvement; and set a reasonable time limit for improvement.
  - 3. Meet periodically (not less than once a month) for the purpose of discussing progress towards satisfactory performance.

## Article 26 - Training and Education

- A. POLICY** - 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.
- B. BENEFITS**
1. Tuition Reimbursement. The City shall reimburse permanent employees' tuition costs for coursework pre-approved by the Department Director, properly budgeted, and related to their job or leading to a degree relating to their job, based on performance, according to the following schedule:  
  
Reimbursement Schedule:  
  
Grade A - 100%  
Grade B - 75%  
Grade C - 60%
  2. Reimbursement shall not be paid for grades of D or lower and shall exclude costs for books and materials. Classes offering only Pass/Fail grading shall be reimbursed one hundred percent (100%) for achieving a passing grade.
- C. ANNUAL MAXIMUM REIMBURSEMENT** – Total annual cost to the City shall not exceed \$1,000 per fiscal year per employee, subject to availability of funding, and the tuition reimbursement will not be given to those employees who qualify for similar benefits under any other tuition refund or incentive program, policy or agreement.
- D. REPAYMENT OBLIGATION** - Employees receiving reimbursement under this program will be obligated to remain in the employ of the City for a minimum of one year following completion of coursework. Employees separated from City service prior to the expiration of the year following tuition reimbursement will refund the cost of tuition reimbursement received for their coursework completed during the prior year through deductions from their final payroll check. Employees laid off during this period shall be excluded from this obligation.
- E. APPLICATION** - Employees desiring to participate in the City of Lake Worth Beach Employee Tuition Program shall, on or before May 1 of each fiscal year, submit to their Department Head a statement of intent to make application for the Tuition Refund for the following fiscal year. Then, during the following fiscal year, the employee shall submit to their Department Head one copy of an "Application for Tuition Refund" no later than five (5) days prior to the close of



registration for the course. Department heads will affix their recommendation and forward the application to the City Manager, who will coordinate the program, if approved and budgeted.

- F. REIMBURSEMENT** - All approved applicants will submit a request for reimbursement along with tuition receipts and official grade notification through their Department Head to the City Manager no later than thirty (30) days from the receipt of grades. The City Manager will authorize payments under this program. Persons who are candidates for certificates or degrees must also submit a statement from their Academic Department Chairman, indicating the title of the degree or certificate sought and the field of specialization, if this is not already indicated on the official grade.
- G. Certification/Degree Pay** - Bargaining unit employees that are required by the City in writing to attain accreditation and certification beyond the minimum qualifications for the position for performance of their duties shall receive a five percent (5%) increase in addition to their normal salary. Additionally, employees that are directed in writing to obtain an advanced degree which the City pays for and benefits from such education such employee(s) shall receive a five percent (5%) increase in salary, provided that such degree is not a minimum qualification for the position the employee holds. Prior to the aforementioned increase, the employee is required to provide Human Resources with a copy of the written directive issued by the Department Director with the Human Resource Director's Approval to attend/obtain such degree or accreditation/certification as well as documentation of the degree accreditation and/or certification awarded.

The accreditations and certifications contemplated by this section are intended to reward advanced training that carries employees' skills beyond the ordinary and shall not be used for certificates of participation, routine training, equipment demonstrations and training, training provided by the Human Resources department, safety training or exercises and the like.

The parties recognize that accreditations and certifications are difficult to generally describe to account for all circumstances. For that reason, the parties agree the following certifications/accreditations shall qualify for Certification Pay when required by the City in writing and the certification/accreditation is beyond the minimum qualifications for the position for the performance of their duties:

- National Institute for Automotive Service Excellence (ASE) for mechanics
- Certifications and Licenses based on Pesticide Use (Public RUP Applicator License; Commercial RUP Applicator License; Public Health Pest Control License; Commercial Pest Control Operator Certification; Limited Lawn & Ornamental Certification; Limited Structural Certification) (if multiple certifications are directed, 5% increase for each)
- Florida Association of Code Enforcement (FACE) certification (for each level)
- System Operator NERC Certification
- AICP – American Institute of Certified Planners

- BOAF certifications – Building Officials Association of Florida
- Inspectors and Plans Examiners certified by State of Florida DBPR
- FABTO Statewide Certification – Florida Association of Business Tax Officials
- IgCC Plans Examiner; IgCC Plans Examiner with ASHRAE 189.1; IgCC Commercial Inspector; IgCC Commercial Inspector with ASHRAE 189.1; and Green Building-Residential Examiner– International Code Council
- RA – Registered Architect licensed by the State of Florida DBPR
- Registered Landscape Architect licensed by the State of Florida DBPR
- State of Florida Emergency Medical Technician I Certification
- Certified Parks and Recreation Professional (CPRP) through the National Recreation and Park Association
- Certified Playground Safety Inspector (CPSI) through the National Recreation and Park Association
- Society of Human Resources Management Certified Professional or Senior Certified Professional (SHRM-CP or SHRM-SCP)
- Human Resource Certification Institute Senior Professional in Human Resources (SPHR) or Professional in Human Resources (PHR)
- Certified Public Finance Officer through the Government Finance Officer Association
- International Public Management Association for Human Resources Certification (IPMA-CP or IPMA-SCP)
- Certified Municipal Clerk or Master Municipal Clerk through the International Institute of Municipal Clerks (IIMC), which may be obtained through the Florida Association of City Clerks
- International Society of Arboriculture (ISA) Certification
- State of Florida Backflow Prevention Assembly Tester Certification for Plumbers

The parties anticipate updating job descriptions to include some of the above certifications as minimum job qualifications. For those positions, on the first full pay period after the job descriptions are implemented, employees presently receiving the Certification Pay will have such pay rolled into the base salary and the Certification Pay will no longer be a separate pay category.

**Article 27 – Salaries**

**Section 1 – Contract Term**

This agreement shall remain in effect through September 30, 2024, after a majority of those bargaining unit members voting on the question of ratification and thereafter, upon its ratification by the City Commission ratifying the Agreement and execution of the Agreement by the City. The Agreement, upon being ratified by the appropriate Union Representatives and ratification of the City official(s) becomes effective.

**Section 2 – Wage Increases During Term of Contract**

All bargaining unit classifications shall receive an increase in base pay effective as follows:

First full pay period after ratification by both parties that also occurs on or after October 1, 2021	The following classifications shall have the minimum of the salary range specially adjusted to: <ul style="list-style-type: none"> <li>• Lifeguard Captain/Training Officer: \$24.428/hour</li> <li>• Chief Lifeguard: \$26.384/hour</li> </ul>
First full pay period after ratification by both parties that also occurs on or after October 1, 2021	<ul style="list-style-type: none"> <li>• 3% increase in base pay for all employees, <b>including the special adjustments listed above</b></li> <li>• Additional increase to minimum of \$15.00 for all positions paid below \$15.00 after the 3% increase in base pay</li> </ul>
October 1, 2022	3% increase in base pay for all employees
October 1, 2023	3% increase in base pay for all employees

**(B) One-Time Signing Incentive**

In the 2021/2022 fiscal year, each bargaining unit member shall receive a one-time signing incentive, equal to the net amount of \$2,000.00, provided that the employee: (1) is employed on the effective date of this Agreement upon ratification by both parties; and (2) on the date of payment. The signing incentive shall be paid within thirty (30) days of ratification by both parties.

**Section 3 Longevity Bonus**

Upon reaching five (5) years of service, full-time, permanent employees will receive \$375. This will be received annually and increased annually by \$75 after five (5) years of service to a maximum of \$1,500 annually. For example:

5 years	\$375
---------	-------

6 years	\$450
7 years	\$525
8 years	\$600
9 years	\$675
10 years	\$750
11 years	\$825
12 years	\$900
13 years	\$975
14 years	\$1,050
15 years	\$1,125
16 years	\$1,200
17 years	\$1,275
18 years	\$1,350
19 years	\$1,425
20 years or more years	\$1,500 each year thereafter

**Section 4 – Emergency Preparedness**

Employees shall be eligible for pay under the City’s Hurricane and Emergency Preparedness Policy, shall be paid in accordance with the policy as amended from time to time. The City will provide the union a copy of any amended policy within 30 days of the changes being made. Emergencies are determined and declared in the sole discretion of the City and generally exclude public health emergencies (with the exception of those determined in the sole discretion of the City to have imminent and significant negative local impact).

Notwithstanding the foregoing, Essential Non-Exempt employees who are assigned to mandatory confinement on City property during the emergency shall receive their regular hourly rate plus 1.5 times the regular hourly rate during the period of mandatory confinement until released from mandatory confinement. Should an Essential Non-Exempt employee be released from mandatory confinement but then return to duty to perform work as an Essential employee not subject to mandatory confinement, the City’s Hurricane and Emergency Preparedness Policy shall apply with respect to payment of wages.

Mandatory confinement means an employee is part of a small group of Essential Non-Exempt (and Exempt) employees who are directed to remain on City property during the declared emergency  
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beginning at a time certain and who are generally not released from City property until the severity of the emergency is determined by the City Manager or designee to end the mandatory confinement period.

Due to the unpredictable nature of some emergencies, such as hurricanes, the City Manager or designee has authority to temporarily release employees during the period of mandatory confinement in situations where the anticipated impact of the emergency has been delayed. Employees temporarily released under these circumstances and who are directed to report back to return to mandatory confinement shall be paid at the rate for mandatory confinement for both periods of time where the employee was actually subject to mandatory confinement, but not the time during which the employee was temporarily released.

## **Article 28 - Savings Clause**

If any provision of this agreement is or shall at any time be contrary to law, then such provision shall not be applicable and impact of such law shall be bargained by the parties. All other provisions of this agreement shall remain in effect.

## **Article 29 - Effect of Agreement**

### **Section 1 – Contract Term and Renewal**

This Agreement shall remain in effect through September 30, 2024, after a majority of those bargaining unit members voting on the question of ratification and thereafter, upon its ratification by the City Commission and execution of the Agreement by the City. The Agreement, upon being ratified by the appropriate Union Representatives and ratification of the City official(s) becomes effective. This Agreement shall automatically be renewed from year to year thereafter unless written notice to modify or amend is given by either party one hundred eighty (180) days before September 30, 2024 and each successive September 30. In the event such notice is given, negotiations shall commence within thirty (30) days of such notification.

### **Section 2 – Complete Agreement**

The agreements contained herein constitute the full and complete agreement between the Union and the City shall not be changed, altered, modified or amended by either party unless changes are reduced to writing and ratified by both parties.

## **Article 30 - Definition of Terms**

Anniversary Date - The date an employee begins employment with the City.

Assistant Director(s) - Assistant Director(s) employed by the City.

Union – Professional Managers and Supervisors Union, FPD, NUCHHCE.

City - City of Lake Worth Beach, Florida.

City Commission - City Commission of the City of Lake Worth Beach.

Day - Workday, unless otherwise specified.

Directors(s) - Directors(s) employed by the City or their designee(s).

Employee - All employees represented by the Union in the bargaining unit.

Management - City Manager, Director(s), Assistant Director(s) or designee.

Meal(s) - A duty-free meal period.

Normal Work Day - Eight (8) or ten (10) hours per day.

Normal Work Week - Forty (40) hours per week.

PERC - Florida Public Employee Relations Commission.

Probationary Employees - A regular full-time or part-time employee serving a probationary period prior to final appointment to a position.

Probationary Period - A nine-month (9-month) probationary period during which the time the City will evaluate an employee's performance and ability.

Public Employee Relations Act (PERA) - Florida Statutes, 447, Part II Chapter 74-100.

Work Breaks - A minimum of fifteen (15) minutes per scheduled four (4) hours of work.



## **Article 31 – Pension**

Retirement benefits for all bargaining unit members shall be governed by the applicable provisions of Chapter 16, Pensions and Retirement, of the City of Lake Worth Beach Code of Ordinances as amended by Ordinance 2018-05.

**Ratification**

The present agreement beginning upon ratification by both parties and ending September 30, 2024, was ratified by the PMSA membership on November 30, 2021, and by the City Commission on \_\_\_\_\_.

City of Lake Worth Beach:

Professional Manager’s & Supervisor’s Union:

By: \_\_\_\_\_  
Betty C. Resch      Henry Santana, PMSA  
Mayor of the City of Lake Worth Beach  
Negotiator

By: \_\_\_\_\_  
Administrative Organizer and Chief

By: \_\_\_\_\_  
Evanna Stephenson, PEU  
Lead Delegate

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:

By: \_\_\_\_\_  
Glen J. Torcivia, City Attorney

Attest: \_\_\_\_\_  
City Clerk Melissa Ann Coyne, CMC

**APPENDIX A**

**PMSA BARGAINING UNIT CLASSIFICATIONS SUBJECT TO REVIEW BY PERC**

<b><u>Job Title</u></b>	<b><u>Job Code</u></b>
Lifeguard Captain	7540
Community Code Manager	1545
Chief Lifeguard	7545
Customer Service Supervisor	4008
Recreation Program Coordinator	7571
Management Analyst	1396
Accountant II	1140
Grants Analyst	1332
Grounds Maintenance Supervisor	3180
Garage Supervisor	3182
Water Sewer Supervisor	4087
Water Treatment Plant Supervisor	4085
Horticulturalist Technician	3160
Solid Waste Supervisor	3184
Athletic Coordinator	7530
Utility Business Service Manager	4015
Building Maintenance Supervisor	3188
Water Treatment Spec/Chief Op	4080
Parking Division Supervisor	1200
Streets/Stormwater Supervisor	3187
Planning/Preservation Manager	1953
Power Plant Manager	4056

**Collective Bargaining Agreement**

**Between**

**The City of Lake Worth Beach**

**And**

**The Lake Worth Beach Professional Managers & Supervisors Union**

**Expires September 30, ~~2021~~2024**

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## **Agreement**

This contract is between the City of Lake Worth Beach, hereafter referred to as the City and Professional Managers and Supervisors Union, as the exclusive bargaining agent of the employees described in the certification issued by the Public Employees Relations Commission in Case No 93E-~~243162~~, issued ~~October 26~~July 22, 1993, as amended by Order 94E-~~212-210~~ issued August 3, 1994.

The right of persons to work shall not be denied or abridged on account of membership or non-membership in any labor organization. The right of the employees, by and through a labor organization, to bargain collectively shall not be denied or abridged. Public employees shall not have the right to strike.

The collective bargaining rights of the City, Union and employees shall be as provided in Chapter 447, Part II, Florida Statutes.

## **Preamble**

WHEREAS, it is recognized by the parties hereto that the declared public policy in the state and the purpose of Part II chapter 447, Florida statutes, is to provide statutory implementation of Section 6, Article 1 of the Constitution State of Florida, and to promote harmonious and cooperative relationships between City government and its employees, both collectively and individually, and to protect the public by assuring, at all times, the uninterrupted operations and functions of City government; and

WHEREAS, it is the intent of the parties to this Agreement to set forth the entire Agreement with respect to matters within the scope of negotiations; and

WHEREAS, the above language is a statement of intent and therefore not subject to the grievance procedure as outlined in Article 10.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties do agree to the languages as contained in the following articles.

## **Scope of Bargaining**

The Scope of Collective Bargaining between the City and the Union shall be wages, hours, terms and conditions of employment of the employees and all other mandatory and/or permissible subjects of bargaining within the Chapter 447 of the Florida Statutes.

In the event either or both parties during the course of the negotiations makes a declaration of impasse, the parties agree that such impasse shall follow the steps as set forth in FS 447.403.

## Article ~~One~~1 – Recognition

### Section 1 – Inclusions

- A. The City hereby recognizes the Professional Managers and Supervisors Union (PMSA) as the exclusive representative for the purposes of collective bargaining with respect to wages, hours and terms and conditions of employment for all persons included in the bargaining unit as determined by PERC.
  
- B. This Agreement includes the full-time employees in the classifications and positions described in the certification issued by the Public Employees Relations Commission in Case No 93E-243162, issued ~~October 26~~ July 22, 1993, as amended by Order 94E-212210 issued August 3, 1994, as amended from time to time.~~listed in Appendix A of this Agreement.~~

### Section 2 – Exclusions

Specifically excluded are managerial employees and confidential employees and any other employees represented by another exclusive bargaining agent.

### Section 3 – New Positions/Classes

- A. When a new position is created in a classification that is included in the bargaining unit, and the City believes that the position should be excluded from the unit, the Union will be notified by being given a copy of the City's application to PERC seeking exclusion of the position from the unit.
  
- B. When the City establishes a new classification that would be included in the unit, the Union will be given advance notice in writing as to the City's determination of the unit into which the new classification will be assigned.
  
- C. The parties shall submit appropriate unit clarification petitions to PERC when positions are created. If a dispute arises as to the bargaining unit assignment under (A) or (B) above, the matter shall be resolved by PERC in accordance with its rules.

## Article 2 – Gender Reference

All references in this Agreement to employees shall be construed to include both ~~male and female employees~~genders.

## **Article 3 - Dues Check-off**

### **Section 1 – Deductions**

- A. During the term of this Agreement, the City, by and through its respective agencies agrees to deduct Union membership dues, uniform assessments, if any, as provided for in Section 447.303, Florida Statutes, and mutually agreed by the City and Union, in an amount established by the Union and certified in writing by a duly authorized officer of the Union to the City, from the pay of those employees in the Unit who individually make such request on a written check-off authorization form provided by the Union. Such deduction will be made by the agency when other payroll deductions are made and will begin with the pay for the first full pay period following receipt of the authorization by the City.
- B. The Union shall advise the City of any uniform assessment or increase in dues in writing at least thirty (30) days prior to the effective date.
- C. This article applies only to the deduction of membership dues and uniform assessments, if any, and shall not apply to the collection of any fines, penalties, or special assessments.
- D. Deduction of membership dues shall be charged an administrative fee of \$.10 per member per month. A fee of \$1.50 will be charged for each deletion or addition caused by a change in membership.
- E. Employee organizational dues deduction will be provided for the certified bargaining agent only.

### **Section 2 – Remittance**

- A. Deductions of dues and uniform assessments, if any, shall be remitted exclusively to a duly authorized representative as designated in writing by the Union, by the City, on a biweekly cycle along with a list containing names, division and amount deducted of the employees for whom the remittance is made.
- B. Employees' transfers or promotions within the certified bargaining unit shall not require the submission of new dues authorization forms.

### **Section 3 – Termination of Deduction**

Deduction for Union dues and/or uniform assessments shall continue until either:

1. revoked by the employee by providing the City and the Union with 30 days written notice of terminating ~~his~~the check-off authorization;

2. revoked pursuant to Section 447.507, Florida Statutes;
3. the termination of employment; or
4. The transfer, promotion, or demotion of the employee out of this bargaining unit.

**Section 4 – No Deduction for Fines/Penalties**

The City shall not deduct any Union fines, penalties or special assessments from the pay of any employee.

## **Article 4 – Non Discrimination**

The City and Union each warrants and represents that all of its employees are treated equally during employment without regard to race, sex, sexual orientation, gender identity or expression, color, religion, disability, genetic information, age, marital status, familial status, national origin, ancestry, or other category protected by applicable law; and that no person shall, based on any of these grounds be excluded from the benefits of, or be subject to any form of discrimination under any activity carried out by the performance of this agreement.

### **Section 1 - Discrimination**

- A. No person seeking appointment to the City or employed therein, shall in any way be discriminated against because of race, sex, sexual orientation, gender identity or expression, color, religion, disability, genetic information, age, marital status, familial status, national origin, or ancestry, or other category protected by applicable law, where the person is able to perform the essential functions of the job being sought.
  
- B. Employee shall have and retain all rights guaranteed by the United States Constitution, Constitution of the State of Florida, City of Lake Worth Beach Policies and Regulations, and all applicable statutes.

### **Section 2 - -Union Activity**

- A. Neither the City nor the Union shall interfere with the rights of employees covered by this Agreement to become or refrain from becoming members of the Union.
  
- B. Claims of Union discrimination against the City, its officers or representatives, shall be reviewable either under the provisions of Article 10 (Grievance Procedure) of this Agreement or through the Public Employees Relations Commission.

## Article 5 - Union Rights

- A. The Union shall designate one representative as ~~Coordinator~~Lead Delegate for the City of Lake Worth Beach. They shall also designate ~~an one Union Representative~~Delegate in each department and one ~~representative~~Delegate for each division, except for those departments which are in one location where there will be one ~~representative~~Delegate.
- B. Reasonable access to employee work locations shall be granted officers of the Union and their officially designated ~~representatives~~Lead Delegate and Delegates for the purpose of processing grievances or contacting members of the Union concerning business within the scope of representation. Such officers or ~~representatives~~Lead Delegate and Delegates shall not enter any work location without the consent of the City Manager or designee. The City agrees that an accredited representative of the Union, whether local, state, or national, has access to City facilities where employees are employed but shall only meet with the employee during nonworking hours. Access shall be restricted so as not to interfere with the normal operations of the department or with established safety or security requirements.
- C. The ~~principal representative~~CoordinatorLead Delegate will, under normal circumstances, be granted leave without pay for ~~his~~ attendance at regularly scheduled Union seminars and conventions. If the Union desires, the City will provide administrative leave to the ~~representatives~~CoordinatorDelegates and the Union will reimburse the City for wages. Leave granted under this paragraph will not exceed seven (7) days per ~~contract~~Fiscal year.
- D. The ~~principal representative~~CoordinatorLead Delegate shall be granted four (4) hours of administrative leave per month to conduct Union business.
- E. During contract negotiations, the City shall allow up to three (3) Union members in an active pay status to participate: these hours shall not count as hours worked for the purpose of computing overtime.
- F. The City shall at the Union's request provide space for membership meetings as space and scheduling permit. The Union will provide the City Manager or designee within five (5) calendar days' notice of any meeting. Permission may be withdrawn if the room is required for another use. The Union agrees to leave the meeting room in its original condition at the end of the meeting and will be responsible for damage committed within.
- G. Solicitation of any and all kinds by the Union, including but not limited to the solicitation of membership, grievances and the collection Union monies, shall not be engaged in during working hours. Union ~~representatives~~Delegates and stewards may conduct Union business, such as formal grievance investigations, representation of employees at grievance hearings and meetings with City management during working hours only with the approval of their supervisor

or other authorized City management. Such approval shall not be unreasonable withheld. The City and Union further agree that utilizing City equipment or vehicles for Union business is strictly prohibited except where attendance by Union representatives, during their duty hours, is required and approved by City management.

## **Article 6 - Employee, Management and Union Communications**

### **Section 1 - Personnel Policies and Procedure**

The City will notify the Union in writing of any proposed changes or revisions in Personnel Policies and Procedures applicable to employee.

### **Section 2 - Labor Management Communication Meetings**

- A. The City and the Union mutually desire to foster ongoing communication between Managers/Supervisors and Leadership to effectively maintain labor management relations and develop the skills and competencies of the Managers/Supervisors to articulate workplace concerns through the creation of a Labor Management Committee.
- B. The purpose of the Committee is to discuss and explore matters raised by members of the Committee and/or referred by the parties to this Agreement. The Committee by mutual agreement, shall be authorized to make recommendations on matters that have been discussed, explored and studied. In order to have frank and open discussion, the Committee shall have no authority to change, delete or modify any of the terms of the existing City/Union Agreement. No such meeting shall be used for the purpose of discussing pending grievances or for negotiation purposes. No later than seven (7) calendar days prior to the scheduled meeting date, the parties shall exchange agendas indicating matters they wish to discuss.
- C. Any decision(s) reached through consultation meetings shall be reduced to writing by the City and a copy shall be furnished to the Union. The Committee will be without authority to alter change or amend any terms or conditions of employment.
- D. The Committee shall be comprised of eight (8) members: four (4) representing the Union and four (4) representing the City. The Union Committee shall include four (4) members of the bargaining unit including the Executive Director or designee of the Local Union and three (3) Union Representatives. The City Committee shall include the Human Resources Director and three (3) members of the Leadership Team selected by the Human Resources Director or designee.
- E. Chairing the meeting shall alternate between a City representative and a representative appointed by the Union. The representative appointed as Chair shall serve a term commencing with the close of the meeting at which the appointment is announced and continue until the end of the next meeting.
- F. Meetings shall be held on a day designated by the Chair during the first calendar week of the month. Interim meetings may be held if mutually agreed to by the Committee. Meetings shall



be conducted in the workplace unless otherwise agreed to. Human Resources will assist the Union Chair in securing available meeting space.

### **Section 3 - Bulletin Boards**

- A. The Union shall be entitled to the reasonable use of assigned bulletin boards at all offices in work locations where they are established, or the Union may furnish a bulletin board for its use of a type and in an area approved by the Human Resources Director.
- B. These bulletin boards shall be used for posting Union notices but restricted to:
  - 1. Notices of Union elections and results of such elections
  - 2. Notices of Union recreational or social affairs
  - 3. Notices of Union appointments and other official Union business
  - 4. Notices of Union meetings
  - 5. Union Benefits
  - 6. Union Newsletter
- C. Notices posted on these bulletin boards shall not contain anything political reflecting adversely on the City or any of its officers or employees: nor shall any posted material violated or have the effect of violating any law, rule or regulation.
- D. Notices submitted for posting must be dated and bear the signature of the Union's authorized representative and must be removed within thirty (30) days unless granted express permission by the Human Resources Director. Such permission shall not be unreasonably denied. Permanent benefits provided by the Union will not be held to thirty (30) days.

### **Section 4 - Position Classifications**

The City will ensure that all position classifications are posted on the Human Resource web page.

### **Section 5- - Representative Access**

- A. The City agrees that accredited representatives of the Union, whether local, state or national Union representatives, shall have access to the premises of the City where bargaining unit members are employed, consistent with applicable law.
- B. If any area of the City's premises is restricted to the public, and if employees are not accessible during their scheduled break times or lunch during their shift, permission may be requested to

enter such areas and such permission will not be unreasonably denied. Such access shall be during the regular working hours of the employee.

## Article 7 - Employee Rights

- A. Employees covered by this Agreement shall have the protection afforded to them by this collective bargaining agreement consistent with the provisions of law. All provisions not addressed in this Agreement shall be governed by the City's Employee Personnel Policies Handbook, as amended from time to time~~Resolution No. 28-91 "City of Lake Worth Beach — Personnel Policy" effective July 1, 1991 (as amended from time to time)~~ except for Sections ~~7C (2), 7C (3), 7E, and 17.~~
- B. An employee is entitled to Union representation in any meeting with management or its representative, in which the employee reasonably believes may lead to a disciplinary action. Prior to any such meeting management must notify the employee and any then current Union Coordinator or their designee of the purpose of the meeting and of the right to representation. When a Union Coordinator is absent, the Union Coordinator shall notify the Human Resources Director the name of the designee.
- C. The private and personal life of any employee is not normally within the appropriate concern or attention of the employer. However, if an incident arises, that in the opinion of the City Leadership that is either unlawful, improper, or otherwise detrimental to the City's reputation, the City may exercise its administrative prerogatives. Any action taken against such employee shall be subject to the grievance and/or arbitration procedure.
- D. Unless required by court order or applicable law the City shall not assist a creditor in collecting any debt. A debt complaint shall not be the basis of disciplinary action initiated against an employee.
- E. Employee participation in charitable drives is voluntary.
- F. Each employee shall be provided a copy of his/her~~the~~ current job description upon request. An employee assigned duties which are not reasonably related to his/her~~the~~ job description, or for which the employee has not had training, will not be negatively evaluated for the performance of such duties.
- G. No employee shall have disciplinary action ~~taken against him~~imposed based on anonymous sources without appropriate investigation. Employees making reports or complaints shall not be guaranteed anonymity or confidentiality. However, where an employee makes a complaint or report regarding a supervisor, the City may maintain confidentiality to the extent consistent with Florida's Public Records laws. Human Resources shall generally conduct employee investigations or may delegate same to the Internal Auditor or outside agencies, entities or consultants.

- H. The Union representative shall be provided copies of job descriptions covered by collective bargaining units upon request. The Union representative will be notified of any proposed changes to job descriptions or new job descriptions for positions covered by collective bargaining units and any impact of proposed changes shall be bargained prior to implementation, in accordance with Article 8, Section 2.B.
  
- I. To the extent of any conflict between this Agreement and any resolutions, regulations, policies, and practices of the City (except those related to safety), promulgated and adopted by the City, this Agreement shall control. However, nothing herein shall be construed to waive or limit any of the City's management rights or other rights retained herein or otherwise provided by law including, but not limited to, those provided for in Chapter 447, Florida Statutes.

## **Article 8 - Management Rights**

### **Section 1**

It is recognized that all management functions, whether or hereafter exercised and regardless of the frequency or infrequency of their exercise, including but not limited to full and exclusive control, direction and supervision of operations and transfer of employees, are vested solely in the Employer.

### **Section 2**

Except as otherwise modified by this Agreement and without limiting the provisions of Section 1, but in order to clarify some of the more important rights retained by management, the Employer shall have the right to:

- A. Determine the qualifications for and hire new employees;
- B. Determine the number of employees it shall employ, establish new jobs, abolish or change existing jobs, employees and working hours. The Union representative will be notified of any proposed changes; any impact of proposed changes shall be bargain prior to implementation;
- C. Determine what services it shall perform and the standard of performance for employees. Employee shall be uniformly and objectively evaluated on a standard set of criteria;
- D. Maintain order and efficiency in its operation;
- E. Determine the type or types of vehicles, machinery, and equipment to be used and by whom and when to be operated;
- F. Hire, lay off, recall, assign, transfer, promote, demote, suspend, discipline, or discharge employees for just cause;
- G. Determine the method or methods by which work is carried out and done, the method of operation, the materials and equipment used in the operation, and the schedules of operation;
- H. Change process by which work is carried out and done, the method of operation, the materials and equipment used in the operation, schedules of operation;
- I. Determine its financial policy;

- J. Determine the qualifications for and select its supervisory, clerical, professional, custodial, and management employees;
- K. Transfer its operation or relocate its operation;
- L. Establish work starting and ending times;
- M. Establish reasonable times and quality standards within each classification for each work operation.

Consistent with applicable laws, nothing in this section shall preclude management's responsibility for bargaining any subject which may alter the wages, hours and terms and conditions of employment of bargaining unit employees.

### **Section 3**

The Employer reserves and retains in full and completely, any and all managerial rights, prerogatives and privileges, except to the extent that such rights prerogatives and privileges are specifically limited by some express provision of this Agreement.

### **Section 4**

Consistent with the other provisions of this Agreement, the Employer may assign to any employee work which is not normally performed by the employee, provided such work is within the scope of their assigned department.

### **Section 5**

If, in the sole discretion of the City, it is determined that emergency conditions exist, including but not limited to riots, civil disorders, hurricane conditions, [national emergencies impacting local conditions](#), or similar circumstances, the provisions of this Agreement may be suspended by the City during the emergency conditions provided that wage rates and monetary fringe benefits shall not be suspended.

**Article 9 - Changes in Past Practices/Terms/Conditions of Employment**

Bargaining unit past practices as related to wages, hours, and terms and condition of employment shall not be changed without bargaining unless the practices, terms, and conditions of employment have been altered or changed by this Agreement.

## Article 10 - Grievance Procedures

It is the declared objective of the parties to encourage the prompt and informal resolution of employee complaints as they arise and to provide recourse to orderly procedures for the satisfactory adjustments of complaints.

### Section 1 – Definitions

- A. A “grievance” is defined as a misapplication or misinterpretation of the specific terms of this Agreement.
- B. “Employee” shall mean a non-probationary individual employee having a grievance or a probationary individual having a grievance which does not involve discipline.
- C. “Days” shall mean work days, excluding any days observed by the City as a holiday for City employees.
- D. “Required Participant” means any employee whose presence at a grievance meeting has been determined necessary by the City or the Union.
- E. “Union Representative” means any Union designated representative.

### Section 2 - Election of Remedy

An employee shall have the option of utilizing the unfair labor practice procedure as provided in Chapter 447, Florida Statutes or this grievance procedure, but such employee is precluded from using more than one procedure to address the same or similar complaints and issues.

### Section - 3 Union Representation

- A. An employee who decides to use this grievance procedure shall indicate at Step 1 (or other initial written step as authorized by the provision of this Article) whether or not ~~he~~ the employee shall be represented by the Union. When an employee has elected Union representation, both the employee and Union representative shall be notified of any Step 1 meetings. Further, any written communication concerning the grievance or its resolution shall be sent to both the employee and the Union Representative, and any decision mutually agreed to by the City and the Union shall be binding on the employee.
- B. If the employee is not represented by the Union, any adjustment of the grievance shall be consistent with the terms of this collective bargaining agreement. Further, the Union shall be given reasonable opportunity to be present at any meeting called for the resolution of such



grievance. An employee using this procedure in the processing of a grievance will be bound by the procedure established by the parties to the Agreement.

- C. The Executive Director of the Union shall furnish to the City a list of the Union Representatives and the City will not recognize a person as an Union Representative whose name does not appear on the list.
- D. If a grievance meeting is held during the working hours of any Required Participant, such participant shall be excused without loss of pay for that purpose. Attendance at grievance meetings outside of regular working hours shall not be deemed time worked.

#### **Section 4 – Procedures**

- A. The filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay or interfere with the right of the City to take the action complained of, subject, however to the final disposition of the grievance.
- B. The resolution of the grievance at Step 2 or above shall establish a precedent binding on either the Union or the City in other cases.
- C. A grievance may be withdrawn by the grievant at any time at any step of this procedure, provided however, the same grievance may not be filed a second time by the same party after the grievance has been withdrawn.
- D. Grievance shall be presented and adjusted in the following manner.
  - 1. Informal Discussion
    - a. An employee having a grievance may, within seven (7) days following the occurrence of the event giving rise to the grievance, present the grievance orally to his immediate supervisor who has the authority to adjust the grievance, for informal discussion.
    - b. If the grievance is not resolved by such informal discussion, the employee may, within ten (10) days after that date of the discussion, submit a formal written grievance at Step 1 of this procedure.
  - 2. Step 1
    - a. In filing a grievance at Step 1, the employee shall submit to the Step 1 Department head or designee a grievance form to be supplied by the City, setting forth specifically the

complete facts and issues on which the grievance is based, the specific provision or provisions of this Agreement allegedly violated and the relief requested.

- b. The Step 1 Department head or designee shall have a meeting to discuss the grievance and shall communicate a decision in writing to the employee and to the Union Representative, if any, within ten (10) days following the date of the meeting.

### 3. Step 2

- a. If the grievance is not resolved at Step 1, the employee may appeal the grievance in writing to the City Manager or ~~his~~-designee within ten (10) days after receipt of the decision at Step 1.
- b. The City Manager or ~~his~~-designee may have a meeting with the Union Representative to discuss the grievance. The City Manager or ~~his~~-designee shall communicate a decision in writing to the employee and to the Union Representative within ten (10) days of the written grievance.

### 4. Step 3 - Arbitration

- a. If the grievance is not resolved at Step 2, the Executive Director, or ~~his~~-designee, may present a grievance for arbitration to the Federal Mediation and Conciliation Service (FMCS). Such submission shall be within fifteen (15) days of receipt of the Step 2 decision with a copy of such submission to the City within same fifteen (15) days. The Union specifically reserves the exclusive right to take a matter to arbitration on behalf of its members and an employee will not be allowed to proceed to arbitration without the Union unless the Union refuses to represent the grievant solely due to the grievant's lack of membership in the Union.
- b. The parties shall select an arbitrator from the list of names forwarded by the (FMCS). Such selection will be made "striking". A flip of the coin shall decide which party strikes first. The remaining name shall be the arbitrator to hear the grievance. The arbitrator's fees and expenses shall be equally borne by the parties. If a verbal transcript of the hearing is made ~~by any party or the arbitrator and either party desires a copy of the transcript, that party both parties will be~~ equally share the expense of the copy or copies. ~~The parties shall share equally in the cost of any transcripts supplied to the arbitrator.~~ The decision of the arbitrator shall be final and binding.

5. Mediation - The parties may agree to submit a grievance or number of grievances for mediation. The mediator, with the agreement of the parties, may make a recommended decision.

6. The time limits will be binding unless waived in writing by the parties. If any employee initiates the grievance procedure and fails to appeal any decision under that procedure to the next step of the grievance procedure within the time provided, the decision made will be final and binding. If an employer representative fails to issue a decision at any step of the grievance procedure within the time provided, the grievant may proceed to the next step of the procedure within the prescribed time frame as provided.
7. Facts or arguments not presented by the grievant to the Step 2 grievance officer may not be raised at arbitration in support of the grievance.
8. Both the City and Union may mutually agree to proceed to instant arbitration for any alleged violation of this agreement.

## Article 11 - Personnel Files

### Section 1 – Official File

There shall be one (1) official personnel file for each employee which shall be maintained in accordance with Chapter 119, Public Records, Florida Statutes, in the central personnel file of the City. No other official personnel file shall be kept on an employee. This does not preclude the supervising leader or department head from maintaining an employee desk file for the purpose of documenting an employee's growth, productivity, training/certifications, accomplishments, and areas requiring development. A desk file is not an official personnel file and such information contained therein cannot be utilized to support any disciplinary action or appeal of such action

### Section 2 – Acknowledgement of Certain Documents

- A. No material derogatory action to an employee's conduct, service, character or personality shall be placed in the file unless the employee has had an opportunity to review the material. The employee shall acknowledge ~~that he has read~~receipt of the material by affixing his signature on the actual copy to be filed, with the understanding that such signature merely signifies ~~that he has read~~receipt of the material to be filed and does not necessarily indicate agreement with its content.
- B. The employee shall have ten (10) days to provide a written response. Any written response shall be attached to the file copy.

### Section 3 – Review of File

Upon appropriate request by the employee, ~~he the employee~~ shall be permitted to examine ~~his the personnel~~ file. The employee shall be provided a reasonable amount of time during working hours to review ~~his the~~ file. The employee's request cannot be unreasonably denied or delayed.

### Section 4 - Copying

The employee shall be permitted to reproduce any material in ~~his the~~ file. The City may charge a fee for reproduction in accordance with the applicable law.

### Section 5 - Corrections

Material may be removed from the file if it is inaccurate or untrue to the extent permitted by law.

**Section 6 – Discipline Time Limits**

- A. An offense shall be valid for not more than two (2) years from the date of occurrence. Documents relating to offenses which are more than two (2) years old shall not be considered in rendering the appropriate level of discipline for a current offense.
  
- B. An incident which has not been reduced to writing within two (2) months of its occurrence or from the time management or the employee becomes aware of the occurrence, whichever is last, may not be later added to the file.

## Article 12 - Discipline

### Section 1 - Defined

- A. This Article covers actions involving verbal warnings, written reprimands, suspensions without pay, dismissals, demotions, or reductions in pay grade with prejudice. Discipline that does not involve a verbal warning is subject to the grievance and arbitration procedure except that verbal warnings shall not be submitted to or subject to arbitration under any circumstances.
- B. In an effort to enhance employee growth and contributions, coaching and counseling sessions may include a written acknowledgment to be signed by the employee and placed in the supervisor's file. Coaching and counseling is not discipline, but serve as notice to the employee that continuation of certain conduct or performance could result in future discipline. Coaching and counseling will not be used or in support of employee discipline.

### Section 2 – Right to Representation

No disciplinary action may result from a meeting between an employee and his supervisor unless the employees advised that such meeting is for the purpose of discussing discipline or potential discipline. If such a meeting does take place, the employee has the right to request the presence of Union representation.

### Section 3 – Just Cause and Progressive Discipline

- A. Disciplinary action may not be taken except for "Just Cause" which must be substantiated by a preponderance of evidence. Where "Just Cause" warrants a verbal warning or written reprimand, dismissal, demotion and/or suspension of any employee, such action shall be taken by the appropriate administrator. Under normal circumstances, progressive discipline will be administrated as follows:
  - 1. **Verbal Warning:** issued by management to verbally warn an employee about **his/her** conduct or work performance and counsel the employee on how to improve. A record of this warning is maintained in the employee's official personnel file.
  - 2. **Written Reprimand:** issued by management when a verbal warning has not resulted in a satisfactory change in the employee's conduct or work performance or when a verbal warning is not deemed by management to be sufficiently severe for the offense.
  - 3. **Suspension without pay:** issued by management when a written reprimand has not resulted in a satisfactory change in the employee's conduct or work performance or when

a written reprimand is not deemed by management to be sufficiently severe for the offense. A suspension is an involuntary removal from the work site, which includes loss of pay.

4. **Dismissal of employee:** issued by management when previous disciplinary actions have failed to bring a satisfactory change in the employee's conduct or work performance, or when a suspension is not deemed by management to be sufficiently severe for the offense. A specific reason for termination of employment is not required for a probationary employee who fails to meet probationary standards. A termination of employment is a permanent separation from employment with the City.
- B. In cases of a verbal warning, the supervisor shall inform the employee that ~~he/she~~the employee is receiving a verbal warning which is a step in the disciplinary process. The employee may have an Union representative present during a coaching and counseling session, if one is requested. Suspension with pay shall be utilized for the purposes of any investigatory procedure or pending investigation. If, following an investigation, "just cause" is found warranted and the employee's grievances have either been exhausted or the employee has elected to accept appropriate disciplinary action consistent with the terms and conditions of this Agreement, the employee may be held liable to reimburse the City for wages paid while on suspension with pay. The City shall bear full responsibility for the collection of such monies, including, but not limited to, the cost of litigation.

#### **Section 4 - Copies**

The employee and the Union shall be provided a copy of all correspondence upon which discipline is based, unless such information is considered confidential or privileged by law. The employee may have the employer release confidential material to the Union if ~~he~~the employee signs the appropriate waiver.

### **Article 13 Probationary Employees and Bumping**

New employees will serve a six (6) month probationary period. However, the probationary period may be extended for a period of up to three (3) additional months, at the discretion of the department head. Upon satisfactory completion of probation the employees will be considered permanent employees. Employees who are offered and accept a promotion from within to a management or supervisory position, or to a classification above the position formerly held will serve a six (6) month probationary period. However, the six (6) month probationary period may be extended for up to three (3) months at the discretion of the Department Head. When an employee is offered and accepts a position or classification within PMSA which is subsequently deleted, or the employee fails to successfully pass the probationary period, such employee may “bump” back into his or her previous position or other such position for which the employee is qualified in the PMSA-PEU bargaining unit.

The PMSA bargaining unit specifically agrees that employees who are promoted into a management or supervisory position within PMSA who exercise any “bumping” as described in the collective bargaining agreement between PMSA-PEU and the City shall be entitled to bump PMSA-PEU members.



## **Article 14 - Seniority and Layoff**

### **Section 1 - Seniority**

Seniority shall be defined in the following manner:

- A. Classification Seniority - the continuous length of service in a given classification.
- B. Service Seniority - the total length of service for the City of Lake Worth Beach.
- C. Seniority shall continue to accrue for all types of approved leaves except for leave without pay in excess of thirty (30) days. Individuals exercising their rights under the Federal Family and Medical Leave Act will not lose seniority consistent with the law. Employees ordered to active duty will not lose seniority.

### **Section 2 - Loss of Seniority**

Employees shall lose seniority for the following:

- 1. Termination for cause;
- 2. Retirement;
- 3. Resignation; or
- 4. Layoff or resignation exceeding twelve (12) months.

### **Section 3 - Layoff and Recall**

- A. The number of employees may be reduced whenever necessary because of material changes in job duties or organization, or because of a shortage of work or funds or other legitimate reasons. Before any permanent employee shall be laid off, all temporary and probationary employees in the same classification shall have been dismissed first in that order. In the event that a reduction in work force requires a layoff, those employees with the least seniority in the affected classification(s) shall be laid off first. The layoff of permanent employees shall be in inverse order of length of service, other considerations being equal. In the event that two or more employees affected have the same amount of seniority, the date of employment application shall prevail. However, if the application date is the same, then the earliest birth date shall prevail.

- B. Prior to a full-time post probationary employee being laid off from the City, they will be notified of the Part-Time roles currently being filled within the organization. The City further agrees that provided the full-time employee is qualified to perform the part-time role, they will be offered the opportunity to move into the part-time role in lieu of lay-off. If the employee does accept the part-time role, it will not negate any recall rights to full-time positions for which their qualifications and/or length of service would be applicable.
  
- C. When the City determines the layoff of a probationary employee will negatively impact its ability to deliver services to the public or to meet critical regulatory or statutory requirements, the City will notify the Union of its intent to retain critical skilled employee(s). The Union agrees to waive the layoff of a probationary employee if no other employee who is on layoff is qualified for the position.
  
- D. Any laid off employee shall be recalled to their position or other such position for which they may be qualified within the bargaining unit in inverse order of layoff. During the one-year period of recall laid off employees will be notified of any open vacancy within the employee bargaining unit for which they are qualified. The employee shall be notified of recall opportunities by certified mail. Such employee shall have seven (7) days to respond to the City as to whether ~~he~~the employee shall accept the notice of recall. The laid off employee is responsible for notifying the City of ~~his~~the current address. If the laid off employee fails to respond to any notice of recall within seven (7) days, the City will not be obligated to forward additional recall opportunities.

## Article 15 - Position Changes

### Section 1 – Vacancies

- A. Vacancies and promotional vacancies shall be posted for a period of at least seven (7) days. Employees of the City shall be ~~giving~~ given preference for such vacancies when the experience and qualifications they possess are equal to an outside candidate. If two (2) City employees are seeking a vacant position within the City and their experience and qualifications are equal, seniority shall be the governing factor for filling the position.
- B. Employees temporarily assigned for more than three (3) weeks (seven (7) consecutive work days or twenty one (21) consecutive days to a higher classification for five (5) or more consecutive work days, including the assumption of additional duties, shall ~~be paid a five percent (5%) hourly premium from the commencement of the assignment~~ receive an increase in pay equal to the greater of five (5%) percent of the employee's current rate of pay or the bottom of the pay rate of the position to which the employee is assuming. Employees temporarily assigned to a lower classification shall be paid at the regular rate of pay. Whether a position is a higher classification will be determined by reference to the pay schedule then in effect. A position shall be a higher classification if the starting pay for the position to which the employee is temporarily assigned is higher than the starting pay of the position from which the employee is reassigned.
- C. Where it is found that a person with the requirements to fill a position vacancy is not available by re-employment, transfer, promotion or entrance appointment, Human Resources may authorize the Department ~~h~~Head to fill the vacancy by a temporary appointment, while efforts are continued to find an acceptable eligible for permanent appointment. No temporary appointment shall be made without the prior approval in writing of Human Resources. No payment shall be made for services rendered by such temporary appointee prior to the date and time of such approval. If for any reason approval comes after the fact, the employee will be paid retro to the date of appointment. Bargaining unit employees filling any of these positions for five (5) or more consecutive work days shall receive an increase in pay equal to five percent (5%) increase in compensation if temporarily appointed to a higher classification for more than three (3) weeks (seven (7) consecutive work days) or twenty one (21) consecutive days ten (10%) percent of the employee's current rate of pay but not to exceed the bottom of the pay rate of the position to which the employee is temporarily appointed. A position shall be a higher classification if the starting pay for the position to which the employee is temporarily assigned is higher than the starting pay of the position from which the employee is reassigned. Employees temporarily appointed to a lower equal classification shall be paid at their regular rate.

## Section 2 – Transfers

- A. A regular full-time employee may be transferred to meet the needs of the City. A transfer may require the employee to move from one (1) division to another. The employee shall retain the same pay status in the new position that ~~he/she~~ the employee had in the previous position. The transfer shall be only temporary and in cases of emergencies.
- B. A regular full-time employee may be transferred temporarily or permanently to meet the needs of the service, and may require the employee to move from one (1) assignment to another. In addition, an employee upon request and acceptance of the appropriate Department Head(s), may be transferred from his position to any other for which he is qualified. The employee shall retain the same seniority within the department.
- C. An employee who is permanently transferred shall be compensated in the new position at the appropriate rate established for that position from the first day the individual begins work in the new position.
- D. All transfers covered by this Agreement will be made without loss of seniority within the department.

## Section 3 – Demotions

- A. Involuntary demotion of a permanent employee may be initiated by the Department Head when such employee's work is unsatisfactory and the employee had not responded to coaching, counseling, or other interventions implemented to enhance their contribution levels.
- B. A permanent employee may be granted a demotion upon request and such demotion shall be termed and recorded as voluntary.
- C. A permanent employee may be granted a demotion within the department upon request as an alternative to being laid off. If a vacant position is available in another department for which the employee is qualified, the employee shall be given priority consideration for such position.
- D. The reason(s) for any proposed demotion, voluntary or involuntary, shall be given in writing to Human Resources on the form provided, together with a Performance Evaluation and shall require the prior approval of Human Resources. A copy of such form shall be given to the employee affected before the demotion shall become effective.
- E. An employee demoted for "just cause" shall be required to serve a probationary period of six (6) months in the new position satisfactorily before again receiving permanent appointment;

except, that a permanent employee taking a voluntary demotion shall not be required to serve a probationary period in the new position.

F. Where an employee is involuntarily demoted to a position class with a lower assigned regular maximum, such employee shall receive the rate of pay for the demoted position. However, under no circumstances will the employee receive more than a five percent (5%) reduction in pay.

**Section 4 – Promotions**

An employee promoted to a position within the bargaining unit shall receive an increase in pay equal to the greater of five percent (5%) or the bottom pay rate of the position to which the employee is entering not to exceed the mid-point of the new position during the initial probationary period.

## **Article 16 - Contracting Out**

Prior to a final decision being made by the City Commission to contract out, the Union will be provided the opportunity to submit an alternative proposal. This Article does not exempt the City from bargaining the impact of contracting out.

## Article 17- Uniform and Uniform Allowance

- A. When employees are required to wear uniforms, such uniforms shall be furnished and maintained by the City. Employees shall sign for receipt of such uniforms and agree at that time to authorize the City to deduct the cost of such uniforms from the employee's final paycheck and/or vacation leave payout, if any, if the employee fails to return the uniforms upon separation from employment for any reason as set forth in Section D, below.
- B. When hats are considered part of the uniform, they will be provided by the City.
- C. Employees shall not be prohibited from wearing their uniforms to area businesses serving food during an employee's lunch hour. Employees shall be prohibited from wearing their uniforms to establishments out of work hours to any place that would discredit the City.
- D. Employees must return all uniforms within five (5) business days of the separation of employment for any reason. Failure to return all issued uniforms at this time shall result in deduction of the employee's final wages and/or vacation leave payout, if any. Such deduction shall be in compliance with all wage and hour laws and shall not reduce the employee's final wages below the then applicable minimum wage or the applicable overtime rate.
- E. Employees who are required to wear protective footwear shall be provided such footwear through the City's vendor up to a value of \$150.00 per fiscal year. Management shall determine the type and quality of such protective footwear. Employees shall be responsible for the proper maintenance and care of their protective footwear. Based upon an assessment of the condition of the protective footwear or due to the need for a different type of protective footwear based on job duties as determined by the Department Head or designee, employees will be provided with a replacement at no cost to the employee, up to the value of \$150.00.
- ~~C.F.~~ The City provides all necessary tools and equipment to perform the job. However, it is recognized that certain positions (such as mechanics) may utilize the employee's personal hand tools during the course and scope of employment. Where an employee needs a shop tool or other equipment to perform the job that is not available, the employee must notify the supervisor and the City will provide and maintain these items to perform the job, all of which remain City property. Where an employee uses a personal hand tool during the course and scope of employment and such tool is broken or become inoperable as a result of the work performed in the line of duty, the City shall replace the tool with a tool of like kind and quality. The City may take all reasonable steps to verify how the tool became damaged or inoperable to confirm replacement costs.

## **Article 18 - Replacement of Personal Property**

- A. The City agrees to reimburse the cost of an employee's personal property stolen or damaged due to the negligence of the City.
  
- B. Employees may be liable for reimbursement to the City for damage to City property as a result of the employee's negligence or misconduct. If it is determined, following a Risk Management investigation, the employee negligence was a factor, the employee and the Union shall be provided in writing of the results of the investigation. If the findings are upheld, the employee may be liable for reimbursement to the City.



## Article 19 - Occupational Safety and Health

The City shall endeavor to provide a safe working environment. The employee shall endeavor to work in a safe manner.

- A. When required by applicable statute, only certified licensed operators shall be required to work with pesticides or other hazardous chemicals.
- B. Employee shall not be required to handle dead animals unless specified in their job description or in cases of emergency.
- C. Employee shall not be required to operate vehicles or machinery which are unsafe or do not meet regulatory codes.
- D. As a lifeguard's primary responsibility is to ensure the safety of the public at the pool and the beach, lifeguards will not be assigned responsibilities related to bonfires, unloading of pallets, digging bonfire pits, etc.
- E. Liability and Indemnification.
  - 1. Without waiving any rights under Florida Statutes 768.28 as amended, the City shall defend, indemnify, and hold harmless against judgment for civil liability any bargaining unit employee who is named in any civil action for recovery of compensatory damages for injury or loss of property, personal injury or death caused by the negligent or wrongful act or omission of such employee within the scope of the employee's employment with the City, where such liability arises out of the City's exercise of a retained management right as outlined in this collective bargaining agreement, unless such employee acted in bad faith, with malicious purpose, in a manner exhibiting wanton, willful disregard of human rights, safety, or property, or engaged in criminal activity.
  - 2. The affected employee has a continuing duty to cooperate with the City in connection with the investigation and defense of any such civil action against the employee; material breach of this duty relieves the City from any obligation under this collective bargaining agreement to defend, indemnify, or hold harmless the employee, from the time of the breach henceforth.
  - 3. The City retains its entire immunity as provided by law. The City will not indemnify any employee against a judgment for: punitive damages; compensatory damages that do not arise within the course and scope of the affected employee's employment with the City; compensatory damages occasioned by the employee acting in bad faith, with malicious purpose, in manner exhibiting wanton, willful disregard of human rights, safety, or

property, or any relief arising out of employee's intentional violation of the civil, statutory or constitutional rights of any person; or criminal activity.

## Article 20 – Attendance

### Section 1 - Basic Work ~~w~~Week

The basic workweek shall be forty (40) hours per week. Any permanent schedule changes will require a seven (7) day notice to the employee and Union outlining such changes, unless exigent circumstances as determined by the City existing warranting an immediate shift change.

### Section 2-Basic Workday

- A. The basic work week shall consist of a period of seven (7) days. The normal workweek shall consist of forty (40) hours per week. The normal work day shall consist of eight (8) or ten (10) hours of work exclusive of the meal period, in a twenty-four (24) hour period, unless otherwise specified. Employees may leave their worksite during their breaks or lunch. The City and the Union recognize that certain types of activities operating on a continuous seven (7) days a week requires different treatment as to hours worked and agree that in those instances an eight (8) or ten (10) hour shift, excluding the meal period may be allowed.
- B. Full-time employee shall be given a fifteen (15) minute break time in the first half of the shift and again in the last half of the shift. Break time is not cumulative and is not to be used to arrive late or to leave early unless otherwise agreed to by supervisor. Scheduling of break times shall be at the discretion of the Department Head.
- C. Timesheets, time clocks or other appropriate methods shall be utilized for the recording of employee work time. Employees shall review and sign their timesheets, timecards or other document or electronic method used designated by the City to verify the time an employee worked within a pay period prior to its submission to payroll. If such procedure is not feasible, the employee shall receive a copy of the timesheets submitted for review, signature and any corrections.
- D. An employee late for duty shall not be sent home but will be paid for only time worked unless employee is habitually late whereby appropriate disciplinary action will be taken.

### Section 3 - Overtime/Compensatory Pay

- A. Non-exempt employee shall be compensated at a rate of one and one half (1 ½) times their regular rate consistent with FLSA guidelines. Compensatory time will no longer be used in lieu of payment of overtime.

- B. Overtime will be paid to those employees who work over forty (40) hours in a workweek. However, vacation leave, sick leave, holidays (including birthday) and jury duty will be considered hours worked for the purposes of computing overtime.
1. It is intended that the work in excess of established hours of work and days of work shall be kept to a minimum and shall be authorized only when it is required to meet operating service requirements.
  2. Employees shall work overtime only when directed to do so by the Department Head. Overtime work, for any position class, shall be allocated as equally as is possible among all qualified employees in that department.
  3. Those actual hours actually worked in excess of forty (40) hours in a regularly scheduled workweek shall be deemed overtime hours. Hours of ~~birthdays leave~~, military leave, and funeral leave shall not be considered hours worked for the purpose of computing overtime.
  4. Those employees non-exempt under FLSA Wage and Hour legislation, shall be compensated for overtime worked in excess of forty (40) hours in a workweek at a rate of one and one half (1 ½) times the employee's straight time rate of pay. Such pay will be included with pay for the period in which the overtime was worked.
  5. When an emergency exists, as determined by the City, or when a non-exempt employee is required to remain on duty without notification prior to his normal departing time, for a minimum of two (2) hours beyond his normal schedule workday, such employee shall receive a free meal or shall be entitled to leave the job and eat a meal. The cost of such meal shall be reimbursed by the City at the applicable rate established by the State.
- C. Non-exempt employees. Requirement to wear communication devices (i.e.: cellular phones, beeper, etc.)
1. Category "A" employees (no additional compensation). Non-exempt employees falling within this category may be required to wear a communication device provided by the City of Lake Worth Beach or its designee without receiving additional compensation. Employees within this category are expected to answer telephone calls, "beeps", etc., from City personnel or its designee to return to duty after their normal duty hours. However, if requested by City personnel or its designee to return to duty after their normal duty hours, such employees may, based upon reasonable grounds, decline such request. Employees will not be disciplined based upon their reasonable refusal to return to duty.
  2. Category "B" employees (additional compensation). Non-exempt employees falling within this category may be required to wear a communication device provided by the City of Lake

Worth Beach or its designee, but will be compensated at a rate of two dollars (\$2) per hour for each non-duty hour such employees are on call. If an employee is required to return to duty under this provision, such compensation shall cease at the time call-back pay begins and will continue to cease until the employee returns to an on-call status. Employees within this category must on a 24 hour/7 days per week basis, be fit, ready and able to return to duty upon being contacted by City personnel or its designee. Refusal to return to duty while in a Category B status may result in discipline as determined by the appropriate supervisor. In the absence of exigent circumstances employees will be advised in writing concerning the anticipated duration which they will be in Category B status.

- D. A rotational overtime list for non-exempt employee shall be established for each Department or as otherwise feasible. The list shall initially be established by City length of service.

When overtime is required, including "on-call" the City shall call the first employee on the list and then follow in successive order.

If an employee cannot be reached, such employee shall not be rotated on the list. However, if an employee refuses overtime, such employee shall be rotated to the bottom of the list. Refusal of overtime four (4) times in a quarter shall constitute removal from the overtime list for a period of one (1) year.

Each quarter the number of overtime hours worked shall be calculated for the purpose of equitability. If necessary, the rotational overtime list will be revised with the employee having the least number of overtime hours, worked or refused, in the preceding quarter rotated to the top of the list for the succeeding quarter.

- E. Unless a financial emergency exists, the employer will not change or alter an employee's schedule to avoid the payment of overtime.
- F. Compensatory time will no longer be accrued in lieu of payment for overtime. Overtime will be paid consistent with the FLSA guidelines. Any accrued compensatory time will not be lost.

#### **Section 4 - Callback Compensation**

- A. Non-exempt employees called back to work shall receive a minimum of three (3) hours pay consistent with the terms of Section 3 of this Article.
- B. Non—exempt employees called back to work prior to their normal scheduled workday shall be compensated at a rate of one and one half (1 ½) times their regular rate of pay for that time worked in excess of their normal eight (8) hour shift, and will not be sent home early to avoid the payment of overtime.

- C. Consecutive hours worked in excess of sixteen (16) hours shall be paid at double the straight time pay.
- D. Employees "on-call" shall be provided a City vehicle or compensated at the rate, as determined by the State law, for the use of their personal vehicle to return to work.

### Section 5 - Differential Pay

Those employees assigned shifts in operational areas requiring 24-hour coverage will receive shift differential of ~~seventy-five cents (\$.75)~~ One Dollar (\$1.00) per hour for second shift assignment, and ~~One Dollar and twenty-five cents (\$1.25)~~ One Dollar (\$1.00) per hour for third shift assignment.

### Section 6 - Travel Expenses

The parties agree that the City policy concerning travel expenses adopted on December 4, 2012, in Resolution Number 57-2012 be applicable during the contract period ~~(Appendix B)~~.

~~Former contract Section 6(B)(5)(9) shall read as follows:~~ An employee who must travel out of the City on authorized business and who is offered a City vehicle for that travel may use the City vehicle. If the employee chooses to utilize ~~his~~ their own vehicle, ~~he~~ the employee will not be entitled to reimbursement associated with this Article. However, if the employee is required to utilize ~~his/her~~ their own vehicle, reimbursement will be in accordance with City's Resolution ~~No. 57-2012~~ regarding travel expenses.

The parties recognize and agree that Resolution No. 57-2012 is in the process of being updated and the updated travel resolution shall become effective upon passage.

## Article 21 – Holidays

### Section 1 - Holidays Observed

A. All bargaining unit employee shall receive the following paid holidays:

1. New Year's Day
2. Martin Luther King Holiday
3. President's Day
4. Memorial Day
- ~~5.~~ 5. Juneteenth
- ~~5-6.~~ Independence Day
- ~~6-7.~~ Labor Day
- ~~7-8.~~ Columbus Day/Indigenous Peoples' Day
- ~~8-9.~~ Veteran's Day
- ~~9-10.~~ Thanksgiving Day
- ~~10-11.~~ Friday following Thanksgiving
- ~~11-12.~~ Christmas Eve
- ~~12-13.~~ Christmas Day
- ~~13-14.~~ Employee's Birthday (Employees shall receive a day, eight (8) hours off with pay for their birthday which shall be taken ~~within one year of~~during the fiscal year in which the birthday occurs. Pay for an employee's birthday holiday shall ~~not~~ be treated as ~~holiday pay~~hours worked for the purpose of computing overtime, ~~it shall be treated as vacation time.~~ Effective upon ratification, employees regularly scheduled for a ten (10) or twelve (12) hour shift will receive ten (10) or twelve (12) hours off with pay for their birthday.

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

following Monday shall be designated a substitute holiday and observed as the official holiday for that year. Effective upon ratification, when a holiday set forth in Section 1 (A) above falls on the scheduled day off of an employee regularly scheduled for a ten (10) or twelve (12) hour shift, the next scheduled work day shall be observed as a holiday for that employee.

Notwithstanding, employees holding positions in Refuse Collection, Solid Waste, and Recycling (excluding the Recycling Coordinator and Refuse Collection Coordinator) shall work on all designated and observed holidays except Thanksgiving and Christmas.

- C. If during the term of this Agreement, the City grants additional holiday or holidays to any other bargaining unit the same day(s) shall be a holiday for the employees covered by this Agreement.
- D. Employees on paid leave on a holiday shall be paid holiday pay in lieu of the paid leave.
- E. Employees must work or be on approved paid leave on the day before and the day after the holiday to qualify for holiday pay.
- F. Employees who are scheduled to work on a holiday, but who request to be off on the holiday at least 48 hours in advance and are approved by the supervisor, shall be paid for the holiday and not charged vacation or sick leave. Employees who are scheduled to work on a holiday, but who call out sick less than 48 hours in advance, must produce a physician certification upon returning to work in order to be paid for the holiday and not charged sick leave.
- G. Employees who are assigned and actually work on a holiday shall receive straight time and one and one half times their regular rate of pay for their entire scheduled shift.
- H. Employees working ten (10) or twelve (12) hour shifts who are not assigned and do not work on a holiday shall receive the number of hours they would have been scheduled to work on the holiday as holiday pay at straight time.

## **Section 2 - Eligibility for Holiday Pay**

- A. All bargaining unit employees shall receive eight (8) hours off with pay for each of the holidays allowed, provided the employee is on an active pay status (that has been pre-approved at least 48 hours in advance of the paid leave) on the scheduled working day before and after the holiday. Effective upon ratification, bargaining unit employees normally scheduled for ten (10) or twelve (12) hour shifts and who are assigned to work a holiday but request to be off at least 48 hours in advance and are approved by their supervisor shall receive ten (10) or twelve (12) hours off with pay for the holiday provided the employee is on active pay status (that has been



pre-approved at least 48 hours in advance of the paid leave) on the scheduled work day before and after the holiday. Employees may elect to take a day off in lieu of their actual Birthday holiday within the following twelve (12) months fiscal year in which the birthday occurs; however, there will be no payout for holidays not taken prior to separation from City service.

- B. Employees on any approved leave but in a pay status on the day the holiday is observed must use the holiday on the day it is allowed.
- C. Employees required to work on a holiday shall be compensated at their day's pay plus eight (8) hours (or ten (10) hours where the employee is regularly scheduled for a ten (10) hour day) at one and one half (1 ½) times their regular hourly rate. However, where an employee is called back on a holiday, the employee shall be paid the call back pay in lieu of the holiday pay for the hours covered by the call back pay (no pyramiding of holiday and call back pay).
- D. When a holiday falls on an eight-hour shift employee's regular day off, the employee will receive holiday pay. Effective upon ratification, ~~W~~when a holiday falls on a weekend day or a day off for an employee regularly scheduled for a ten (10) or twelve (12) hour shift, the next or prior scheduled work day shall be observed as a holiday for qualified employees as outlined in Subsection A-1 (B) above.

**Article 22 - Leave**

**Section 1 - ~~Annual-Vacation~~ Leave and Termination Pay**

- A. ~~Annual-Vacation~~ Leave shall be charged in one-half (½) hour increments; employees shall be charged eight (8) hours of ~~annual-vacation~~ leave per day, unless the employee works a ten (10) hour day, in which case such employee shall be charged ten (10) hours per utilization. However, in the case where an employee has less than ½ hour in an “old” bank, employee may utilize the remaining balance, plus any other amount from the “new” bank to cover the absence.
  
- B. Upon termination, resignation with a minimum of two weeks’ notice, retirement or death, all unused annual vacation leave up to a maximum of 160 hours will be paid to the employee or beneficiary at the regularly scheduled rate.
  
- C. Employees shall be required to use a minimum of forty (40) hours of annual leave during each year based on the anniversary date of hire. Failure to do so shall result in the Employee forfeiting the hours, up to forty (40), not used during each year.
  
- D. Vacation Leave Time

- 1. ~~After the completion of probationary period~~Upon hire, an ~~permanent~~ employee shall be qualified to receive vacation leave in proportion to the allocated weekly hours for the position class of assignment, for full days accumulated, as below. Bargaining unit employee shall be entitled to one (1) day additional leave for each year after twenty (20) years of completed service.

Hours of Vacation Leave Time – 40 hour week

80 hours	1 year of service
88 hours	2 years of service
96 hours	3 years of service
104 hours	4 years of service
112 hours	5 years of service
120 hours	6-8 years of service
128 hours	9-11 years of service
136 hours	12-14 years of service
144 hours	15-19 years of service
160 hours	20 or more years of service

- 2. In circumstances where a supervisor plans to deny a vacation request, the supervisor shall contact the City Manager prior to denying the request to discuss the reason(s) for the

vacation denial. If the City Manager determines that the reason(s) given do not justify the vacation denial, the employee shall be advised of the City Manager's decision by the supervisor and the employee shall be entitled to take the requested vacation.

3. Only earned vacation leave may be taken.
4. Vacation leave shall be scheduled by and approved by the Department Head or designee or immediate supervisor or designee, as far in advance as possible but no less than twenty-four (24) hours in advance of time requested except in cases of emergency. Vacation time shall be scheduled in accordance with the employee's request, with length of service taking precedence where more than one employee requests the same time off, and with due consideration given to the requirements of maintaining the services the department renders. Vacation time must be approved in advance by the appropriate Department Head or designee or immediate supervisor or designee.
5. Changes in the scheduling of vacation leave can only be made with the prior approval of the Department Head or his designee.
6. If the observance of an official holiday shall fall within the period of vacation leave being taken by an employee, it shall not be charged against the employee's accumulated vacation leave.
7. Accumulated vacation leave may also be used for:
  - a. Absence(s) occasioned by illness or injury of a member of the employee's household.
  - b. Absence(s) where personal obligations must be taken care of during an employee's assigned hours of duty.
  - c. Absence(s) where an employee's religious convictions require observance during employee's assigned hours of duty.
  - d. Sick leave, where regular accumulated sick leave days have been used up; however, sick leave shall not be used for vacation leave.

## **Section 2 - Sick Leave**

A. GENERAL. Sick leave is a benefit provided by the City for permanent employees so that they may have paid time off when they are unable to report for duty by reason of illness, injury and/or periods of stress, occasioned by other than causes arising out of employment in the City.

B. USE OF SICK LEAVE.

1. Sick leave shall be allowed only in the case of:
  - a. Actual disability arising from illness and/or non-work related injury.
  - b. Medical, dental, or eye treatment or examination, for which arrangements could not be made outside the employee's assigned hours of duty.
  - c. Periods of stress occasioned by serious illness and/or injury of an employee's wife or husband, grandparents, mother, father, sister, brother, daughter, son, step-parent, step-sibling, ward, or domestic partner, for all reasonable and necessary time up to and including three (3) consecutive working days. The relationships given shall include those arising from marriage or adoption, or guardianship established by court action.
2. Accumulated Sick Leave Accounts may be used for treatment and/or prescribed recovery pertaining to a serious illness or medical procedure which exceeds three (3) consecutive days of the employee's normal schedule.
3. The Current Sick Leave Account shall be the initial account that time is charged from for payroll purposes. Upon the written request of the employee and documentation from the physician who is administering the care, the Current Sick Leave Account may be credited from the Accumulated Sick Leave Account balance (if any exists) up to the amount of the sick leave used or the time prescribed for the treatment or recovery for which the employee will need to be off of his/her normal work assignment.
4. The approval of the request shall be subject to the approval of the employee's supervisor. If the employee has been directed by his physician for treatment or an operation, the notification and approval request shall be in advance of the actual treatment or operation. If the treatment or operation is of an emergency nature, the notification and approval request shall be made as soon as practical by the employee or his immediate family.
5. If time has been transferred from the Accumulated Sick Leave Account and the Current Sick Leave Account has a balance at the employee's anniversary date, the Accumulated Sick Leave Account shall be credited from the Current Sick Leave Account up to the number of hours transferred into the Current Sick Leave Account per the above request and subsequent approval.
6. If after the transfer back to the Accumulated Sick Leave Account has occurred, a balance remains in the Current Sick Leave Account, the normal procedure for splitting the Current Sick Leave Account shall be followed.

7. When an employee's accumulated sick leave allowance and/or accumulation in any year and credited retained sick leave, where approved, have been used up, the employee may elect to use accumulated vacation leave. Permanent employees who have used all current accumulated and retained sick leave may apply to participate in the Voluntary Sick Leave Donation Program~~sick leave bank~~.

8. When sick leave(s) as in "7" above, and vacation leave have been used up, the employee may be placed on leave of absence without pay.

C. SICK LEAVE ALLOWANCE - ~~After three (3) months, a new employee shall be eligible to receive two (2) days of sick leave and have these days available for use. Thereafter~~Upon hire, the employees shall accumulate sick leave at the rate of one (1) day per month. ~~At the end of the twelfth month, the employee shall receive four (4) more sick days for a total of twelve (12) days for the first year~~ or ninety-six (96) hours per year. Sick leave will consist of one (1) single leave bank.

D. Unused sick leave shall be accumulated with no maximum limit.

E. Unused sick leave will be retained, but not accrued, when an individual is laid off. If the laid off employee is reinstated within the recall period, unused sick leave will be reactivated.

F. Upon retirement in the City's Pension Plan, including the Cash Balance Plan: employees with less than twenty (20) years of service will be paid for all sick leave up to two hundred (200) hours at fifty-five percent (55%) of the regular rate of pay; employees with at least twenty (20) years of service but less than thirty (30) years of service will be paid for all sick leave up to two hundred (200) hours at sixty-five percent (65%) of the regular rate of pay; employees with thirty (30) or more years of service will be paid for all sick leave up to two hundred (200) hours at seventy-five percent (75%) of the regular rate of pay.

"Retirement" is described as the following:

(1) A participant hired prior to October 1, 2010:

(a) Age 65 with 10 years' service

(b) Age 55 with 30 years' service

(c) Rule of 80

(2) A participant hired on or after October 1, 2010:

(a) Age 65 with 10 years' service

(b) Age 55 with 30 years' service

~~pension qualifying (age + years of service) retirement, an employee will be paid for all sick leave up to two hundred (200) hours at fifty percent (50%) of his rate of pay.~~

- ~~1. Pension qualifying retirement means:~~
  - ~~a. A participant who retires prior to October 1, 2015, and has:~~
    - ~~1) Twenty (20) continuous years of service; or~~
    - ~~2) His/Herthe participant's years of service, when added to his/herthe participant's age, equals or exceeds seventy five (75), provided that the participant has at least ten (10) years of service.~~
  - ~~b. A participant who retires on or after October 1, 2015, and has:~~
    - ~~1) Ten (10) or more years of continuous service with the City and sixty five (65) years of age or older; or~~
    - ~~2) Thirty (30) or more years of continuous service with the City and fifty five (55) years of age or older.~~

#### G. APPROVAL

1. A physician's certification as to the nature of and probable duration of the need for any use of sick leave may be required.
2. Sick leave may be approved for up to three (3) consecutive working days by the Department Head without requiring a physician's certification.
3. A sick leave of more than (3) three consecutive working days may require a physician's certification. Additionally, the certification of the licensed physician as to the nature of the disability, and as to whether or not the employee is in condition to return to ~~his-the~~ employee's regular duties without hazard to the employee or to others may be required at the discretion of the Department Head.
4. The Department Head may require that an employee be examined initially by the licensed physician, and, if deemed necessary, also by a physician designated by the City at the City's expense, before an employee on sick leave is returned to duty, to determine if the employee is in condition to return to ~~his-the~~ employee's regular duties without hazard to the employee or others. If any employee chooses ~~his/her~~ their own doctor, it will be at the employee's own expense.

#### H. NOTIFICATION

To be placed on sick leave the employee shall be responsible for notifying his immediate supervisor, the Department Head or his designee. Unless an emergency condition exists as determined by the employee's immediate supervisor, notice shall be given as soon as possible but no later than thirty (30) minutes before the start of the employee's assigned hours of duty. Information shall be given as to the reason(s) for the absence, its probable duration, and other related data. Thereafter, notification shall be daily for the next four (4) consecutive working days, and weekly thereafter. It shall be the employee's responsibility to keep Department Head informed.

Where such notification and information are not received, the Department head shall not authorize payment for absence on sick leave. Such absence shall be recorded as unauthorized and without pay.

I. CERTIFICATION

1. The employee shall be responsible for providing medical certification(s), as required.
2. Payments for absence on sick leave may be withheld until required medical certification(s) are provided.
3. The Department Head shall make such investigations and inquiries as shall be found to be desirable.

J. PAYMENT

1. Payment shall be made only for the approved sick leave, and shall be at the employee's regular straight time rate of pay as of the last day worked before the start of such period of leave.
2. Payment shall be made only for a working day for which the employee otherwise would have received pay; no payment shall be made for any time for which the employee otherwise receives pay.
3. An official holiday occurring during an approved sick leave shall be paid for as such; no charge shall be made against any sick leave for such holiday.
4. ~~Charged~~ Charges against allowed, accumulated accredited sick leave shall be in units of one-half (½) hours. However, in the case where an employee has less than ½ hour in the "Current Sick Leave Account", employee may use the remaining balance of the Current Sick Leave Account and then use the Accumulated Sick Leave Account (if any exists) up to the

amount of the sick leave used or the time prescribed for the treatment or recovery for which the employee will need to be off of his/her normal work assignment to cover the absence.

5. Where allowed, sick leave is used for other than authorized purposes, the time off shall be without pay; the employee shall also be liable to disciplinary action.
6. Separation from the City shall cancel all unused sick leave allowed.
  - a. An employee on leaving the City by retirement shall be paid as in “~~JF~~- 1” above, for any unused retained sick leave credited; and
  - b. At the death of an employee before retirement, payment as in “~~JF~~-1” above, for any unused retained sick leave credited, shall be made to the employee’s designated pension beneficiary, or in the absence of such designated beneficiary, to the employee’s estate.
7. Employees who return to the City up to one (1) year from the date of a layoff shall be credited with all sick leave he had prior to being laid off, provided such employee shall not accumulate sick leave during the layoff.

#### K. COVID VOLUNTARY VACCINATION PERFORMANCE INCENTIVE

1. COVID-19 vaccines have been approved by the US Food and Drug Administration (FDA) and are readily available to all adults. As such, a one-time Voluntary Vaccination Performance Incentive is hereby implemented to encourage employees to get vaccinated against COVID-19. This Incentive is based on guidance from the Centers for Disease Control and Prevention (CDC), the Equal Employment Opportunity Commission and is designed to comply with all applicable federal, state, and local laws.
2. The CDC has found that COVID-19 vaccines are highly effective at preventing individuals from getting sick with COVID-19 and experiencing the most severe consequence of the disease. While the Incentive is designed to encourage employees to get vaccinated if it is safe for them to do so, this is strictly voluntary and the decision whether to get vaccinated or not is entirely the employee’s and each employee should work with their health care provider to determine if the vaccination is appropriate for their medical circumstances.
3. This Voluntary Vaccination Performance Incentive is a key part of an overall strategy and commitment to maintaining a safe and healthy workplace in light of the COVID-19 pandemic. This Incentive is designed for use together with, and not as a substitute for, other COVID-19 prevention measures, including wearing face coverings, social distancing, sanitizing work areas and proper handwashing hygiene.



4. All employees are eligible for this one-time Incentive. The Incentive is one vacation day added to the employee's vacation leave bank (the hours shall be based on the employee's normal scheduled work hours—e.g. 8, 10 or 12 hour shift).
5. To obtain the Incentive, employees must show proof of being fully vaccinated with a COVID-19 vaccination to Human Resources during the forty five (45) calendar days immediately following ratification of this Agreement by the City Commission. While the proof must be provided during the forty five (45)-day performance evaluation period immediately following ratification by the City Commission, the employee's vaccination dose(s) may have occurred at any time so long as the employee is "fully vaccinated" at the time the proof is submitted. Employees who voluntarily submit such proof during the performance period shall be deemed to have satisfactorily met the City's expectations with meeting their responsibilities in the City's COVID-19 prevention efforts. "Fully Vaccinated" means 14 days after receiving the second dose of the Pfizer or Moderna vaccine, or the single dose of the Jansen (Johnson and Johnson) vaccine.
6. Any employee who does not provide proof of being fully vaccinated during the performance evaluation period shall be deemed to have not met the requirements of the Voluntary Vaccination Performance Incentive program and will forfeit the opportunity for the performance Incentive. Notwithstanding the performance-based nature of this Incentive, this program will not be included in or considered as part of the City's annual evaluation program.
7. Employees who believe they need an accommodation regarding this Incentive because of a disability or religion are responsible for requesting a reasonable accommodation from Human Resources within the forty five (45)-day performance period.

### **Section 3 - Funeral Leave**

An employee, during the period of stress caused by the death of an employee's wife or husband, mother, father, grandparents, sister, brother, daughter, son, grandchild, mother-in-law, father-in-law, aunt, uncle, brother-in-law, sister-in-law, grandparents of spouse, domestic partner, domestic partner's parents, domestic partner's children, or legal guardian, shall be allowed time off with pay for all reasonable and necessary time up to and including three (3) consecutive working days. The relationships given shall include those arising from marriage or adoption. Up to two (2) additional working days not charged against any other leave may be granted at the sole discretion of the Department Head if the funeral is out of state.

### **Section 4 - Court Leave**

- A. JURY DUTY - An employee shall be allowed the necessary time off with pay for jury duty, upon presentation of a lawful notification.
- B. WITNESS DUTY - The Department Head shall allow an employee the necessary time off with pay to appear as a witness, upon seeing the subpoena or directive from a lawful authority; provided, this shall not include any appearance in court as a result of alleged violation of law by the employee, or involving litigation in which the employee is a principal. Where the court appearance is required as a result of the alleged violation of law by the employee or involving litigation in which the employee is a principal, vacation leave or leave of absence without pay may be approved by Human Resources for such purpose(s).
- C. Employees released from court during normal work hours shall report to work if such employee is released from court more than two hours (2) from the end of the normal workday.
- D. Shift employees may, if they so desire, be scheduled for Saturday & Sunday off, and Monday through Friday on the day shift for the period of jury duty. Such change in schedule shall be at no loss of differential pay.

#### **Section 5 - Conference Leave**

The employer may grant leave with pay for up to seven (7) days, together with travel expenses in order that employees may attend conferences, schools and similar events designed to improve their performance. The employer may grant additional days upon written request from the employee.

#### **Section 6 - Military Leave**

- A. NATIONAL GUARD DUTY LEAVE – The City will grant military leave to employees with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and Florida Statutes, Chapter 115 and Section 250.48.
- B. MILITARY RESERVE DUTY LEAVE – The City will grant military leave to employees with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and Florida Statutes, Title XVII, Chapter 250.48.

#### **Section 7 - Leave Without Pay/Leave of Absence**

- A. The City shall provide Family Leave consistent with the applicable law.
- B. General

1. A leave of absence is authorized absence of any employee from assigned duty for a definite period of time without pay, because of necessity, not covered by leave any other basis.
2. No leave of absence, or extension thereof shall be for a period of more than three (3) calendar months, unless the Department Head shall find such longer period of leave of absence consistent with the best interest of the City.
3. An employee while on leave of absence of more than twenty (20) working days shall not accumulate service time for any purpose. Said leave of absence shall result in corresponding adjustment of anniversary date classification.
4. Insurance coverage(s) for a permanent employee while on authorized leave of absence will be maintained by the City for a period of such leave, up to a maximum of three (3) calendar months.
5. A City employee while on authorized leave of absence shall pay all insurance premiums for the employee, if any, and any dependent(s) at least monthly, if the employee desires to keep such coverage(s) in effect.

C. REQUEST

1. A written request for leave of absence shall be given to the Department Head by the employee, stating:
  - a. The reason(s) for such request;
  - b. The starting date of such leave;
  - c. The date of return of duty.
2. Such request shall be supplied at least ten (10) working days before the requested starting date of such leave, unless the Department Head, because of extenuating circumstances, shall agree to accept a shorter period of notice.
3. In considering a request for a leave of absence, the employee's service record, length of service, experience and the requirements of the Department for the period of the requested leave shall be taken into account.
4. Any extension of leave of absence shall be requested in writing as in "C-1" above. Thereafter the procedure for handling such requested extension shall be the same as for an original request.

#### D. RETURN

1. Return to work after leave of absence shall be subject to availability of work, and where more than one employee is involved, shall be in order length of prior service in the position class in the department, other considerations being equal; unless the Regulations governing suspension, lay-off or dismissal shall apply.
2. Where the employee desires to return to duty before the final date of the approved leaves of absence, the employee shall give the Department Head at least five (5) working days' notice and have the approval of the Department Head, unless the Department Head, because of extenuating circumstances, shall agree to accept a shorter period of notice, and as may be found to be in the best interest of the City.
3. Any employee who shall fail to return to work on or before expiration date of a leave of absence without notifying the Department Head and making arrangements satisfactory to the Department Head shall be deemed to have resigned without notice and be terminated from the City.

#### **Section 9-8 - Union Leave**

- A. The Union may designate three (3) representatives as members of the bargaining team. These members may be permitted reasonable time to carry out their duties at the bargaining table.
- B. The Union may create a pool of time to be known as the Union Time Pool and each employee shall be allowed to voluntarily contribute in minimum units of eight (8) hours, their holiday and vacation time for Union business upon approval of the Union Executive Director or designee. Request for such time off shall be made to the Department Head in writing and submitted five (5) calendar days prior to the time of such requested time off, providing that when it is impossible (through no fault of the Union) to submit written five (5) days' notice, the request shall be submitted orally and later confirmed in writing. The City agrees to administer the time pool and individuals on the Union business are to be paid as usual by the City.
  1. The Union agrees to pay the City at their base rate.
  2. All contributions to the Union Time Pool shall be made twice annually during the months of October and April.

#### **Section 9 – Bonus Hours**

- A. All employees are eligible to receive two (2) bonus hours for continuous attendance at work every three (3) months (October through December, January through March, April through June, and

July through September) when the employee has not used sick leave and has not been absent from work other than approved paid leave during the previous three (3)-month period.

B. Bonus hours shall be added to the employee's vacation leave bank and subject to the provisions set forth for the use of vacation leave.

**Article 23 - Alcohol and Substance Abuse Policy** ~~(New October 1, 2003. Effective upon ratification by parties.)~~

~~Refer to attach Memorandum of Understanding between the parties dated April 10, 2007 (attached hereto).~~

Employees are subject to the City's Drug Free Workplace Policy set forth in the Employee Personnel Policies Handbook as amended from time to time. The City retains the right to test employees for alcohol and controlled substances in accordance with applicable State and Federal law, including, but not limited to, those regulations promulgated by the Federal Highway Administration and Department of Transportation for DOT-covered CDL drivers of commercial motor vehicles.

**Section 1 - ~~Rights of the City and the Employee~~Grieving Reasonable Suspicion**

~~—The City recognizes that City employees are not immune from the problems which face society in general. The problems of alcohol and substance abuse have become widespread throughout our community and nation. The purpose of this new policy is to reduce and hopefully eliminate alcohol and drug abuse by employees, while also recognizing the right of employees to privacy and protection from searches of any kind, which are inherently intrusive, and which should not be undertaken except for real problem situations. This policy is intended to be corrective rather than punitive in application. Employees found to have an alcohol or substance abuse problem will be given one opportunity for rehabilitation before termination from employment is imposed unless, however while under the influence the employee violates a policy that would normally substantiate termination. Random drug testing may be conducted consistent with the law (e. g., safety sensitive personnel).~~

**Section 2 – Alcohol/Substance Abuse Prohibited**

~~—All City Employee shall:~~

- ~~A. Refrain from impairment for duty by use of alcohol and/or a controlled substance;~~
- ~~B. Not use any controlled substance on or off duty not prescribed for use by a licensed physician;~~
- ~~C. Not possess prescription substances, other than their own, and shall not dispense or sell any controlled substance on duty; and~~
- ~~D. Refrain from using a prescribed medication on duty in a manner that does not substantially conform to the direction of the prescribing physician. Said use shall not result in the employee's impairment while on duty.~~

### **Section 3—Voluntary Assistance Program**

~~On one (1) occasion, employees who voluntarily seek help for an alcohol or substance abuse problem will be given whatever assistance possible in being placed in an alcohol substance abuse program approved by the City and the Union until the approved program administrator is able to state that the employee has been successfully rehabilitated. This one opportunity to receive voluntary assistance shall not constitute the first drug/alcohol event for the purpose of discipline. The City, however, will not pay for this program. However, the employee may elect to utilize their EAP and insurance benefits. While in the program, the employee may use his sick leave, vacation time, LWOP, or other leave as authorized by law, if it is necessary to take time off. The employee will also be allowed to return to work upon successful completion of the program or as soon as the clinical program director releases the employee for work, whichever occurs first, but with no loss of status consistent with City policy.~~

### **Section 4—City's Right to Test for Alcohol/Substance Abuse**

#### **A.—Reasonable Suspicion Drug Testing**

- ~~1. All City employees are subject to the least intrusive scientifically accepted method to render the result for the suspected substance, if the employee has acted in violation of Section 2 of this Article. If a determination is made that an employee is to be tested pursuant to this provision, the employee will be placed on administrative leave until the results of the drug and/or alcohol test is completed and results conveyed to the employer.~~
- ~~2. In order for an employee be subject to the least intrusive scientifically accepted method to render the results for the suspected substance the Department head (or designee) must;~~
  - ~~a. Give the employee and Union written notice (given written notice to the Union shall not delay receipt of drug and/or alcohol testing by the employee) in sufficient detail of the facts which led to the employee being subject to blood testing and/or you urinalysis; and~~
  - ~~b. Have reasonable suspicion, based on specific objective facts, that the employee has abused alcohol and/or a controlled substance as prescribed in Section 2 of this Article. Reasonable suspicion of alcohol/substance abuse must be certified by the Department Head (or designee) and, whenever possible, a corroborating witness. Consistent with law, employees may be randomly tested (safety sensitive personnel).~~

#### **B.—Procedure for Positive Screen**

~~—In accordance with State and Federal law, guidelines and Rules (as amended) when an employee tests positive, the MRO (Medical Reviewed Officer) is the only certified person to notify that employee and employer. The MRO notifies the employee immediately upon the laboratory's confirmation to him/her and then the MRO notifies the City and the Collector. The employee must contact Human Resources/Risk Management immediately. HR makes an appointment for the Employment Assistant Program Director (EAP), and has the employee sign a Release. The employee must remain in the EAP Program for their prescribed duration. The employee may return to work upon successful completion of the program. If post-completion of treatment is prescribed, it is the employee's responsibility to pay for those visits, as well as the initial program. All visits/classes are to be scheduled after working hours.~~

~~C. Upon obtaining a waiver of confidentiality from the involved employee an Union representative may accompany an employee to the collection site and follow chain of custody until the sample is sealed and initialed by the collector.~~

#### **Section 5—Grieving Reasonable Suspicion**

If an employee disputes the Department head's certification of reasonable suspicion, the employee must, nonetheless, submit to blood/urinalysis test as ordered by the Department head, while simultaneously filing a grievance over the order. Such grievance may be immediately arbitrated under the expedited arbitration rules of the Federal Mediation and Conciliation Services. Pending the arbitrator's decision, which shall be final and binding, the blood/urinalysis sample shall be frozen. Refusal to submit to testing is grounds for termination from employment.

#### **Section 6—Blood/Urine Tests**

~~A. In testing for presence of alcohol, the City shall utilize a generally accepted testing procedure which produces quantitative results showing the amount of alcohol present in the blood or urine. A blood/alcohol measurement of .08 or greater is evidence of impairment.~~

~~B. In testing for the presence of a controlled substance, the City shall in the first incident utilize an immunochemical assay or radioimmunoassay test (i.e., EMIT) or current scientifically accepted testing methods on the employee's urine. If the initial test is positive for a controlled substance, the same urine specimen shall be subject to a further testing using a scientifically accepted testing method for verification. A portion of the urine sample shall be retained for a second verification test as provided herein. If both the initial test and the verification test are positive for the controlled substance, the employee shall be notified of the results by the City's MRO. In order to timely provide such notification, the employee shall be required to contact, by telephone or in person, the Human Resources Director (or acting Human Resources Director), immediately upon hearing from the MRO.~~



- ~~C. A reliable state licensed clinical laboratory shall conduct all blood/urine tests.~~
- ~~D. After the employee signs a waiver/release the appropriate designated Union representative, shall be notified within twenty-four (24) hours that the results of the blood/alcohol test and the second verification sample or finalize.~~
- ~~E. The City shall keep the results of any testing confidential, except as to disclose to the Department head, City Manager, and the employee. Furthermore, any results of positive testing, which are later refuted, shall have affixed hereto the subsequent refutation.~~

### **Section 7—Rehabilitation**

~~In the event that the results of the blood/alcohol test or second urine verification test are positive, the employee will, immediately contact the City's Employee Assistance Program (EAP) and enter and remain in an alcohol/substance program approved by the City and the Union until the approved program administrator is able to state that the employee has successfully completed the treatment protocol. The employee will be allowed to return to work upon successful completion of the program or soon as the clinical program director releases the employee to work, whichever comes first, with no loss of status consistent with City policy.~~

~~If the employee fails to complete the treatment program, he or she will be terminated from employment. The employee may use accrued leave while in the rehabilitation program, or take leave without pay.~~

~~If the employee fails to enter the program or fails or cannot be rehabilitated, the employee shall be terminated from employment.~~

### **Section 8—Recurring Alcohol/Substance Abuse**

~~If an employee subsequently test positive for alcohol/substance abuse at any time, the employee shall be terminated from employment.~~

### **Section 9—Discipline Pending Rehabilitation**

~~On one (1) occasion an employee shall not be disciplined pursuant to Section 2 for alcohol/substance abuse if prior to violating this policy, the employee enrolls in and successfully completes the rehabilitation program. However, employees who are under the influence while on duty may be disciplined with a maximum suspension of two (2) days. Additionally, this Section does not prevent the City from disciplining the employee for the consequences of their alcohol/substance abuse (e.g., absenteeism).~~

## Article 24 – Benefits

- A. The City shall furnish health insurance for all employees at no cost to the employee.
- B. For employees selecting dependent coverage from any plan offered, the City shall contribute no less than 50% of the premium per month toward family coverage (if applicable). The employee shall be responsible for the remaining portion of the monthly premium.
- C. The City will provide a minimum of a twenty-five thousand dollar \$25,000 Life Insurance Policy or greater amount is so provided to other bargaining units in the City.
- D. Workers' Compensation shall be provided consistent with Florida State Law.
- E. Travel, employee training and development shall be provided consistent with this Agreement.
- F. The City shall provide liability coverage for all employees to the extent provided by law.
- G. ~~G.~~—During the term of this agreement, the City shall make available to eligible employees, a single individual and dependent health insurance program selected by the City. The City reserves the right to change the plan benefits and carriers or enter a self-insurance program if and when it deems necessary. Before implementing any changes in the health insurance program, the City will consult with the Union, not to bargain the substance or impact but to inform the Union of the proposed changes and to solicit input from the Union. Prior to the annual open enrollment period, a joint labor/management committee will be formed to make recommendations regarding the City's employee health insurance program, including carrier or third party administrator, coverage options, or other terms and conditions. Union representatives shall be appointed by the Union President; the findings of the committee shall be in the form of advisory recommendations to the City Manager and the City Commission. The City at its discretion may offer several options of health coverage.
- H. Employees required by the City to maintain a CDL license shall have the renewal cost of the license paid for by the City.

## Article 25 – Evaluations

Evaluation shall be directed to identify strengths as well as weaknesses.

- A. An Union member may be required to evaluate a bargaining unit member, subject to review and sign off of the appropriate supervisor. Bargaining unit members will be required to attend training sessions on writing and giving effective performance feedback.
- B. Employees shall be evaluated upon completion of their probationary period and annually thereafter. Probationary employees shall be evaluated quarterly or when Department Heads deem it necessary for unscheduled evaluations. Employees have the right to request the Union to be present at any meeting between the employer and employee if that meeting is for the purpose of discussing the employee's less than satisfactory performance.
- C. It is the City's intent to create and implement an electronic City-wide performance evaluation tool. Upon the adoption of a uniform and objective electronic evaluation performance ~~and~~ instrument each individual shall be informed of criteria and procedure used in the evaluation process. During the Term of this Agreement, the Performance Evaluation will not impact wages or be used to determine wage rates or increases.
- D. Subsequent to completion of the performance appraisal instrument, bargaining unit members may be asked to periodically provide self-assessment with respect to established goals, targets, metrics and/or standards.
- E. The employee shall have the right to submit a written statement to be attached to the written evaluation.
- F. The employee shall be provided a copy of the evaluation at the time it is signed by ~~him~~ the employee acknowledging receipt.
- G. If an employee receives a less than satisfactory rating the evaluator shall:
  - 1. Identify in writing specific deficiencies of the bargaining unit members.
  - 2. Provide in writing specific suggestions for improvement; and set a reasonable time limit for improvement.
  - 3. Meet periodically (not less than once a month) for the purpose of discussing progress towards satisfactory performance.

## Article 26 - Training and Education

- A. POLICY** - 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.
- B. BENEFITS**
1. Tuition Reimbursement. The City shall reimburse permanent employees' tuition costs for coursework pre-approved by the Department Director, properly budgeted, and related to their job or leading to a degree relating to their job, based on performance, according to the following schedule:  
  
Reimbursement Schedule:  
  
Grade A - 100%  
Grade B - 75%  
Grade C - 60%
  2. Reimbursement shall not be paid for grades of D or lower and shall exclude costs for books and materials. Classes offering only Pass/Fail grading shall be reimbursed one hundred percent (100%) for achieving a passing grade.
- C. ANNUAL MAXIMUM REIMBURSEMENT** – Total annual cost to the City shall not exceed \$1,000 per fiscal year per employee, subject to availability of funding, and the tuition reimbursement will not be given to those employees who qualify for similar benefits under any other tuition refund or incentive program, policy or agreement.
- D. REPAYMENT OBLIGATION** - Employees receiving reimbursement under this program will be obligated to remain in the employ of the City for a minimum of one year following completion of coursework. Employees separated from City service prior to the expiration of the year following tuition reimbursement will refund the cost of tuition reimbursement received for their coursework completed during the prior year through deductions from their final payroll check. Employees laid off during this period shall be excluded from this obligation.
- E. APPLICATION** - Employees desiring to participate in the City of Lake Worth Beach Employee Tuition Program shall, on or before May 1 of each fiscal year, submit to their Department Head a statement of intent to make application for the Tuition Refund for the following fiscal year. Then, during the following fiscal year, the employee shall submit to their Department Head one copy of an "Application for Tuition Refund" no later than five (5) days prior to the close of

registration for the course. Department heads will affix their recommendation and forward the application to the City Manager, who will coordinate the program, if approved and budgeted.

- F. **REIMBURSEMENT** - All approved applicants will submit a request for reimbursement along with tuition receipts and official grade notification through their Department Head to the City Manager no later than thirty (30) days from the receipt of grades. The City Manager will authorize payments under this program. Persons who are candidates for certificates or degrees must also submit a statement from their Academic Department Chairman, indicating the title of the degree or certificate sought and the field of specialization, if this is not already indicated on the official grade.
- G. **Certification/Degree Pay** - Bargaining unit employees that are required by the City in writing to attain accreditation and certification beyond the minimum qualifications for the position for performance of their duties, ~~i.e., mechanics, spray technicians, etc.~~, shall receive a five percent (5%) increase in addition to their normal salary. Additionally, employees that are directed in writing to obtain an advanced degree which the City pays for and benefits from such education, ~~an accreditation or certification~~, such employee(s) shall receive a five percent (5%) increase in salary, provided that such degree, ~~accreditation or certification~~ is not a minimum qualification for the position the employee holds. Prior to the aforementioned increase, the employee is required to provide Human Resources with a copy of the written directive issued by the Department Director with the Human Resource Director's Approval to attend/obtain such degree or accreditation/certification as well as documentation of the degree accreditation and/or certification awarded.

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The accreditations and certifications contemplated by this section are intended to reward advanced training that carries employees' skills beyond the ordinary and shall not be used for certificates of participation, routine training, equipment demonstrations and training, training provided by the Human Resources department, safety training or exercises and the like.

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The parties recognize that accreditations and certifications are difficult to generally describe to account for all circumstances. For that reason, the parties agree the following certifications/accreditations shall qualify for Certification Pay when required by the City in writing and the certification/accreditation is beyond the minimum qualifications for the position for the performance of their duties:

- National Institute for Automotive Service Excellence (ASE) for mechanics
- Certifications and Licenses based on Pesticide Use (Public RUP Applicator License; Commercial RUP Applicator License; Public Health Pest Control License; Commercial Pest Control Operator Certification; Limited Lawn & Ornamental Certification; Limited Structural Certification) (if multiple certifications are directed, 5% increase for each)
- Florida Association of Code Enforcement (FACE) certification (for each level)
- System Operator NERC Certification

- AICP – American Institute of Certified Planners
- BOAF certifications – Building Officials Association of Florida
- Inspectors and Plans Examiners certified by State of Florida DBPR
- FABTO Statewide Certification – Florida Association of Business Tax Officials
- IgCC Plans Examiner; IgCC Plans Examiner with ASHRAE 189.1; IgCC Commercial Inspector; IgCC Commercial Inspector with ASHRAE 189.1; and Green Building-Residential Examiner– International Code Council
- RA – Registered Architect licensed by the State of Florida DBPR
- Registered Landscape Architect licensed by the State of Florida DBPR
- State of Florida Emergency Medical Technician I Certification
- Certified Parks and Recreation Professional (CPRP) through the National Recreation and Park Association
- Certified Playground Safety Inspector (CPSI) through the National Recreation and Park Association
- Society of Human Resources Management Certified Professional or Senior Certified Professional (SHRM-CP or SHRM-SCP)
- Human Resource Certification Institute Senior Professional in Human Resources (SPHR) or Professional in Human Resources (PHR)
- Certified Public Finance Officer through the Government Finance Officer Association
- International Public Management Association for Human Resources Certification (IPMA-CP or IPMA-SCP)
- Certified Municipal Clerk or Master Municipal Clerk through the International Institute of Municipal Clerks (IIMC), which may be obtained through the Florida Association of City Clerks
- International Society of Arboriculture (ISA) Certification
- State of Florida Backflow Prevention Assembly Tester Certification for Plumbers

The parties anticipate updating job descriptions to include some of the above certifications as minimum job qualifications. For those positions, on the first full pay period after the job descriptions are implemented, employees presently receiving the Certification Pay will have such pay rolled into the base salary and the Certification Pay will no longer be a separate pay category.

**Article 27 – Salaries**

**Section 1 – Contract Term**

This agreement shall remain in effect through September 30, ~~2021~~2024, after a majority of those bargaining unit members voting on the question of ratification and thereafter, upon its ratification by the City Commission ratifying the Agreement and execution of the Agreement by the City. The Agreement, upon being ratified by the appropriate Union Representatives and ratification of the City official(s) becomes effective.

**Section 2 – Wage Increases During Term of Contract**

~~All bargaining unit classifications shall receive an increase in base pay effective as follows: Effective upon ratification by both parties, all bargaining unit classification shall receive an increase in base pay of 2.5% effective October 1, 2019. A 3% increase in base pay will be effective October 1, 2020.~~

<u>First full pay period after ratification by both parties that also occurs on or after October 1, 2021</u>	<u>The following classifications shall have the minimum of the salary range specially adjusted to:</u> <ul style="list-style-type: none"> <li>• <u>Lifeguard Captain/Training Officer: \$24.428/hour</u></li> <li>• <u>Chief Lifeguard: \$26.384/hour</u></li> </ul>
<u>First full pay period after ratification by both parties that also occurs on or after October 1, 2021</u>	<ul style="list-style-type: none"> <li>• <u>23% increase in base pay for all employees, including the special adjustments listed above</u></li> <li>• <u>Additional increase to minimum of \$15.00 for all positions paid below \$15.00 after the 3% increase in base pay</u></li> </ul>
<u>October 1, 2022</u>	<u>2.53% increase in base pay for all employees</u>
<u>October 1, 2023</u>	<u>3% increase in base pay for all employees</u>

**(B) One-Time Signing Incentive**

~~In the 2021/2022 fiscal year, each bargaining unit member shall receive a one-time signing incentive, equal to the gross net amount of \$2,000.00, less applicable withholdings/deductions, provided that the employee: (1) is employed on the effective date of this Agreement upon ratification by both parties; and (2) on the date of payment. The signing incentive shall be paid within thirty (30) days of ratification by both parties.~~

**Section 3 Longevity Bonus**

Upon reaching five (5) years of service, full-time, permanent employees will receive \$375. This will be received annually and increased annually by \$75 after five (5) years of service to a maximum of \$1,500 annually. For example:

5 years	\$375
6 years	\$450
7 years	\$525
8 years	\$600
9 years	\$675
10 years	\$750
11 years	\$825
12 years	\$900
13 years	\$975
14 years	\$1,050
15 years	\$1,125
16 years	\$1,200
17 years	\$1,275
18 years	\$1,350
19 years	\$1,425
20 years or more years	\$1,500 each year thereafter

**Section 4 – Emergency Preparedness**

Employees shall be eligible for pay under the City’s Hurricane and Emergency Preparedness Policy, shall be paid in accordance with the policy as amended from time to time. The City will provide the union a copy of any amended policy within 30 days of the changes being made. Emergencies are determined and declared in the sole discretion of the City and generally exclude public health emergencies (with the exception of those determined in the sole discretion of the City to have imminent and significant negative local impact).

Notwithstanding the foregoing, Essential Non-Exempt employees who are assigned to mandatory confinement on City property during the emergency shall receive their regular hourly rate plus 1.5 times



the regular hourly rate during the period of mandatory confinement until released from mandatory confinement. Should an Essential Non-Exempt employee be released from mandatory confinement but then return to duty to perform work as an Essential employee not subject to mandatory confinement, the City's Hurricane and Emergency Preparedness Policy shall apply with respect to payment of wages.

Mandatory confinement means an employee is part of a small group of Essential Non-Exempt (and Exempt) employees who are directed to remain on City property during the declared emergency beginning at a time certain and who are generally not released from City property until the severity of the emergency is determined by the City Manager or designee to end the mandatory confinement period.

Due to the unpredictable nature of some emergencies, such as hurricanes, the City Manager or designee has authority to temporarily release employees during the period of mandatory confinement in situations where the anticipated impact of the emergency has been delayed. Employees temporarily released under these circumstances and who are directed to report back to return to mandatory confinement shall be paid at the rate for mandatory confinement for both periods of time where the employee was actually subject to mandatory confinement, but not the time during which the employee was temporarily released.

## **Article 28 - Savings Clause**

If any provision of this agreement is or shall at any time be contrary to law, then such provision shall not be applicable and impact of such law shall be bargained by the parties. All other provisions of this agreement shall remain in effect.

## Article 29 - Effect of Agreement

### Section 1 – Contract Term and Renewal

This Agreement shall remain in effect through September 30, ~~2021~~2024, after a majority of those bargaining unit members voting on the question of ratification and thereafter, upon its ratification by the City Commission and execution of the Agreement by the City. The Agreement, upon being ratified by the appropriate Union Representatives and ratification of the City official(s) becomes effective. This Agreement shall automatically be renewed from year to year thereafter unless written notice to modify or amend is given by either party one hundred eighty (180) days before September 30, ~~2021~~2024 and each successive September 30. In the event such notice is given, negotiations shall commence within thirty (30) days of such notification.

### Section 2 – Complete Agreement

The agreements contained herein constitute the full and complete agreement between the Union and the City shall not be changed, altered, modified or amended by either party unless changes are reduced to writing and ratified by both parties.

## **Article 30 - Definition of Terms**

Anniversary Date - The date an employee begins employment with the City.

Assistant Director(s) - Assistant Director(s) employed by the City.

Union – Professional Managers and Supervisors Union, FPD, NUCHHCE.

City - City of Lake Worth Beach, Florida.

City Commission - City Commission of the City of Lake Worth Beach.

Day - Workday, unless otherwise specified.

Directors(s) - Directors(s) employed by the City or their designee(s).

Employee - All employees represented by the Union in the bargaining unit.

Management - City Manager, Director(s), Assistant Director(s) or designee.

Meal(s) - A duty-free meal period.

Normal Work Day - Eight (8) or ten (10) hours per day.

Normal Work Week - Forty (40) hours per week.

PERC - Florida Public Employee Relations Commission.

Probationary Employees - A regular full-time or part-time employee serving a probationary period prior to final appointment to a position.

Probationary Period - A nine-month (9-month) probationary period during which the time the City will evaluate an employee's performance and ability.

Public Employee Relations Act (PERA) - Florida Statutes, 447, Part II Chapter 74-100.

Work Breaks - A minimum of fifteen (15) minutes per scheduled four (4) hours of work.

## **Article 31 – Pension**

Retirement benefits for all bargaining unit members shall be governed by the applicable provisions of Chapter 16, Pensions and Retirement, of the City of Lake Worth Beach Code of Ordinances as amended by Ordinance 2018-05.

**Ratification**

The present agreement beginning upon ratification by both parties and ending September 30, ~~2021~~2024, was ratified by the PMSA membership on November 30, 2021, and by the City Commission on \_\_\_\_\_.

City of Lake Worth Beach:

Professional Manager's & Supervisor's Union:

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

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

Betty C. Resch ~~Mayor of the City of Lake Worth Beach~~

Henry Santana, PMSA

Mayor of the City of Lake Worth Beach

Administrative Organizer and Chief

Negotiator

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

Evanna Stephenson, PEU

Lead Delegate

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

Glen J. Torcivia, City Attorney

Attest: \_\_\_\_\_

City Clerk ~~Deborah Andrea~~ Melissa Ann Coyne, CMC

**APPENDIX A**

PMSA BARGAINING UNIT CLASSIFICATIONS SUBJECT TO REVIEW BY PERC

<u>Job Title</u>	<u>Job Code</u>
Lifeguard Captain	7540
Community Code Manager	1545
Chief Lifeguard	7545
Customer Service Supervisor	4008
Recreation Program Coordinator	7571
Management Analyst	1396
Accountant II	1140
Grants Analyst	1332
Grounds Maintenance Supervisor	3180
Garage Supervisor	3182
Water Sewer Supervisor	4087
Water Treatment Plant Supervisor	4085
Horticulturalist Technician	3160
Solid Waste Supervisor	3184
Athletic Coordinator	7530
Utility Business Service Manager	4015
Building Maintenance Supervisor	3188
Water Treatment Spec/Chief Op	4080
Parking Division Supervisor	1200
Streets/Stormwater Supervisor	3187
Planning/Preservation Manager	1953
Power Plant Manager	4056

**APPENDIX B**

Travel Resolution: 57-2012 adopted December 4, 2012

RESOLUTION NO. 57-2012 OF THE CITY OF LAKE WORTH, FLORIDA; REPLACING RESOLUTION NO. 41-2007; AMENDING THE TRAVEL PROVISIONS OF THE CITY OF LAKE WORTH TRAVEL POLICY AND PERSONNEL POLICY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake Worth desires to provide an equitable and consistent per diem and travel expense policy throughout the organization for city officers and other authorized persons as defined in section 166.021(9), Florida Statutes; and

WHEREAS, the City of Lake Worth requires sufficient protocols to properly manage travel costs by city officers and other authorized persons when performing travel as authorized by the city; and

WHEREAS, section 166.021(9), Florida Statutes, authorizes the City Commission to develop a per diem and travel expense policy that exempts the city officers and other authorized persons from the specific requirements of section 112.061 Florida Statutes; and,

WHEREAS, the City Commission for the City of Lake Worth finds that an equitable, consistent per diem and travel expense policy for city officers and other authorized persons pursuant to section 166.021(9), Florida Statutes, serves a valid public purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF LAKE WORTH, FLORIDA, that:

Section 1. The City Commission of the City of Lake Worth, Florida hereby replaces Resolution No. 41-2007; the travel provisions contained in Section 12 of the City of Lake Worth Personnel Policy; and, any other inconsistent travel policy of the City with the per diem and travel expense policy set forth herein.

Section 2. The City Commission hereby assigns the responsibility of developing detailed policies and procedures for implementation of this resolution to the City Manager.

Section 3. The City Commission hereby determines that city officers and other authorized persons as defined in section 166.021(9), Florida Statutes, may be reimbursed for the following classes of travel within the following policy parameters:

**TRAVEL CLASSES**

Class A: Continuous travel of twenty-four hours or more away from the City.

Class B: Continuous travel of less than twenty-four hours that involves an overnight absence from the City.



Class C: Travel for short or day trips where the traveler is not away from the City overnight.

**MEAL ALLOWANCE**

Based on the following schedule:

Breakfast - When travel period begins before 6:00 a.m. and extends beyond 8:00 a.m.

Lunch - When travel period begins before 12:00 Noon and extends beyond 2:00 p.m.

Dinner - When travel period begins before 6:00 p.m. and extends beyond 8:00 p.m., or when travel occurs during night time hours due to special assignments.

Meal reimbursements amounts shall be as follows:

All Class A and Class B travelers will be given a per diem meal allowance when traveling on official City business up to the amount permitted for meals as follows:

---

Breakfast	\$ 8.00
Lunch	\$15.00
Dinner	\$20.00

No meal allowance will be given for Class C travel

**MILEAGE ALLOWANCE**

Mileage allowance at a fixed rate of the then prevailing IRS vehicle reimbursement rate if a personal vehicle is allowed in lieu of a City vehicle in accordance with the City Manager's Travel reimbursement Policy/Procedure.

**LODGING AND INCIDENTALS**

The traveler will be reimbursed for actual expenses for lodging (at single occupancy rates) as well as travel and incidental expense as described in the City Manager's Travel reimbursement Policy/Procedure.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

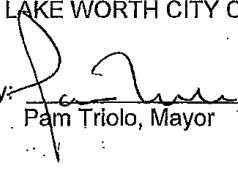
Section 5. This Resolution shall take effect immediately upon its passage.

The passage of this Resolution was moved by Commissioner Amoroso, seconded by Commissioner Szerdi, and upon being put to a vote, the vote was as follows:


Mayor Pam Triolo	AYE
Vice Mayor Scott Maxwell	AYE
Commissioner Christopher McVoy	NAY
Commissioner Andy Amoroso	AYE
Commissioner John Szerdi	AYE

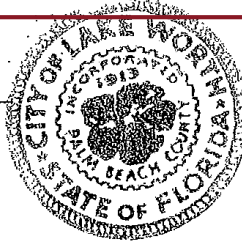
The Mayor thereupon declared this Resolution duly passed and adopted this 4th day of December, 2012.

LAKE WORTH CITY COMMISSION

By:   
Pam Triolo, Mayor

ATTEST:

By:   
Pamela J. Lopez, City Clerk





PUBLIC  
EMPLOYEES  
UNION

A Division of the Federation of Physicians and Dentists, NUHCE,  
AFSCME, AFL-CIO



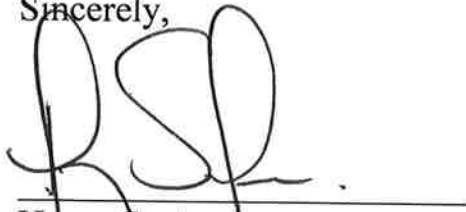
November 30, 2021

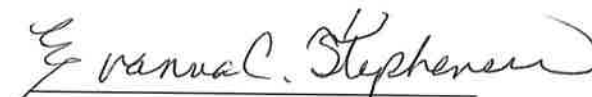
Loren Slaydon, HR Director  
City of Lake Worth Beach  
7 N Dixie Highway  
Lake Worth Beach, FL 33460

Dear Loren,

Both PEU & PMSA members overwhelmingly voted "yes" to ratify the  
collective bargaining agreements.

Sincerely,

  
Henry Santana  
Executive Director

  
Evanna Stephenson  
VP, PEU/PMSA

*Please do not forget to correct the scrivener's  
error on pg 50 - sick leave payout at retirement.*



**MEMORANDUM OF UNDERSTANDING**

**Between**  
**The City of Lake Worth Beach**  
**And**  
**The Lake Worth Beach Professional Managers & Supervisors Union**

WHEREAS, the Professional Managers & Supervisors Union (“PMSA”) ratified a tentatively agreed collective bargaining agreement with the City of Lake Worth Beach (“City”) on November 30, 2021;

WHEREAS, the tentatively agreed collective bargaining agreement includes provisions relating to a One-Time Signing Incentive in Article 27, Section 2(B) that is to be paid “less applicable withholdings/deductions”; and

WHEREAS, the actual intent of Article 27, Section 2(B) was to make the stated amount payable net of applicable withholdings/deductions.

NOW THEREFORE, the PMSA and City agree to amend Article 27, Section 2(B) of the tentatively agreed collective bargaining agreement to reflect the actual intent.

Article 27, Section 2(B) of the tentatively agreed collective bargaining agreement, ratified by PMSA on November 30, 2021, shall be amended to read as follows for presentation to the City Commission on December 14, 2021:

**(B) One-Time Signing Incentive**

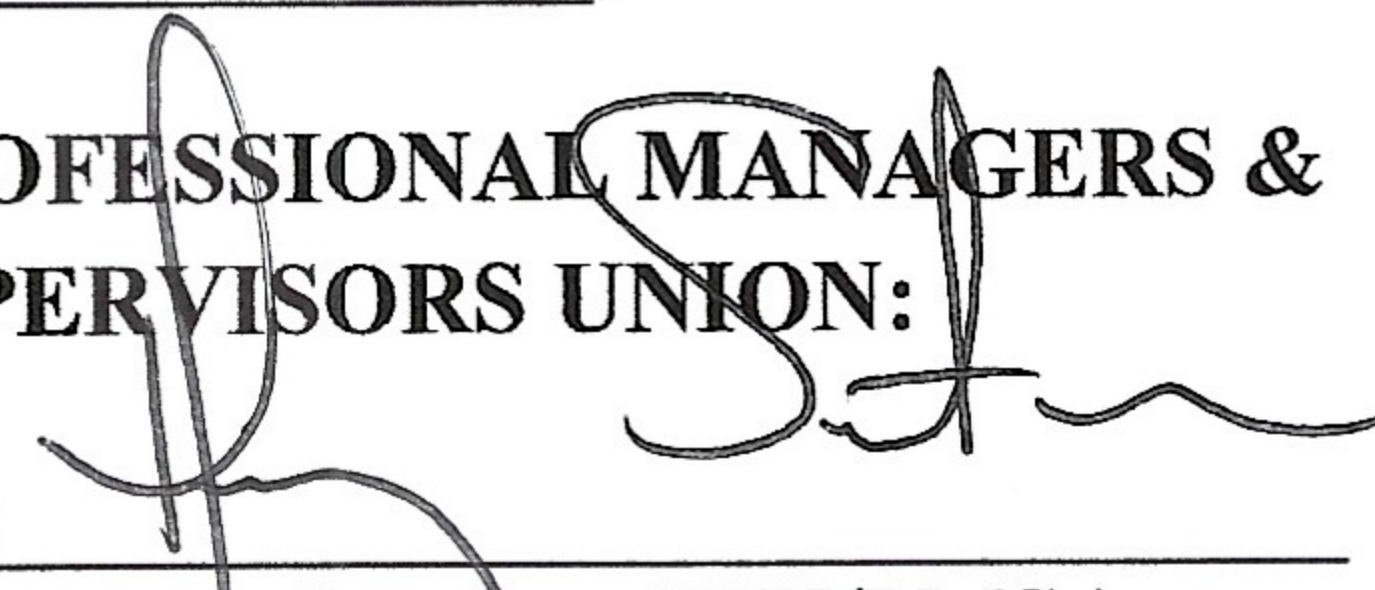
In the 2021/2011 fiscal year, each bargaining unit member shall receive a one-time signing incentive, equal to the net amount of \$2,000.00, provided that the employee: (1) is employed on the effective date of this Agreement upon ratification by both parties; and (2) on the date of payment. The signing incentive shall be paid within thirty (30) days of ratification by both parties.

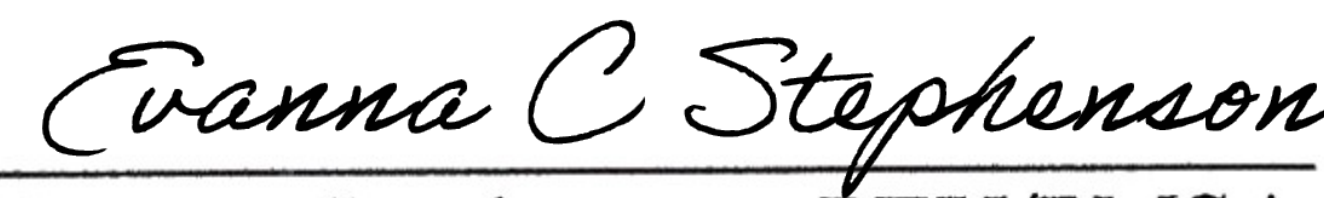
This Memorandum of Understanding was ratified by PMSA on \_\_\_\_\_, 2021 and by the City Commission on \_\_\_\_\_, 2021.

**CITY OF LAKE WORTH BEACH:**

By: \_\_\_\_\_  
Betty C. Resch  
Mayor of the City of Lake Worth Beach

**PROFESSIONAL MANAGERS &  
SUPERVISORS UNION:**

By:   
Henry Santana, PEU/PMSA  
Administrative Organizer and Chief Negotiator

By:   
Evanna Stephenson, PEU/PMSA  
Lead Delegate



# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** December 7, 2021

**DEPARTMENT:** Human Resources

**TITLE:**

Ratification of Collective Bargaining Agreement between the City of Lake Worth Beach and the Lake Worth Beach Public Employees Union (PEU)

**SUMMARY:**

After engaging in collective bargaining and reaching tentative agreements on multiple provisions, members of PEU ratified the terms to be included in the collective bargaining agreement proposed to be effective October 1, 2021 through September 1, 2024.

**BACKGROUND AND JUSTIFICATION:**

The most recent collective bargaining agreement expired on September 30, 2021. Since that time, the terms and conditions set forth in the expired agreement were “status quo” and the parties have been operating under the prior agreement. The parties engaged in active negotiations and reached tentative agreements on multiple provisions that modify the prior contract. After initial tentative approval, the parties contracted a Memorandum of Understanding (MOU) to clarify the payment terms of the One-Time Signing Incentive. The changes are attached in the Summary of Collectively Bargained Terms.

Staff recommends approval and ratification of the Collective Bargaining Agreement with PEU.

**MOTION:**

Move to approve/disapprove the ratification of Collective Bargaining Agreement between the City of Lake Worth Beach and the Lake Worth Beach Public Employees Union (PEU).

**ATTACHMENT(S):**

Fiscal Impact Analysis

Summary of Collectively Bargained Terms

Collective Bargaining Agreement with PEU (clean final version)

Collective Bargaining Agreement with PEU (with tracked changes)

PEU Certification of Ratification by Majority Vote of Members

Memorandum of Understanding

## FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

<b>Fiscal Years</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
Capital Expenditures	0	0	0	0	0
Operating Expenditures	576,397	208,586	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	0	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

	<u>2022</u>	<u>2023</u>
<b>Change in Wages</b>		
Salaries (reflects 3% annual increase)	202,511	208,586
Premium Pay	373,886	
<b>Maximum Salary Range Adjustment</b>		
FT Lifeguards	19.894	
Lietenant Lifeguard	22.045	
<b>Benefits</b>		
Pension - City match of 5%		
1 extra vacation day incentive for COVID vaccination		
1 extra observed holiday for Juneteenth		
5% increase in pay for temporary Additional Duties		
Required footwear cost covered up to \$150.00		
When 24hr coverage is required, differential pay of \$1.00 for 2nd shift and \$1.25 for 3rd shift		
Paid Administrative Day for storm preparation		
2 bonus vacation hours for continuous attendance every 3 months		
CDL renewal costs paid by City		
5% increase in pay for job specific certifications		
Pay rate plus 1.5x for mandatory confinement on City property for storms		
<b>Holidays</b>		
8hrs holiday pay + 1.5x employee pay rate for holiday worked		

**Comments**

All wages reflect the 3% increase as well as projected tax withholding  
Pension impact is a part of the current actuarial assumptions

**SUMMARY OF COLLECTIVELY BARGAINED TERMS  
BETWEEN  
THE CITY OF LAKE WORTH BEACH AND PEU  
10.1.2021-10.1.2024**

<b>Article</b>	<b>Section</b>	<b>Subject</b>	<b>Description</b>	<b>Fiscal Impact</b>
Agreement	1	Agreement	Housekeeping- Clarifies the Union Certification Background	N
1	1	Inclusions	Housekeeping-Clarifies the Union Positions included in Contract	N
2	3	Bargaining Unit Work	Housekeeping-Clarifies process for Union Status determination on New Positions	N
2	All	Gender Reference	Housekeeping- Clarifies neutral gender reference	N
3	4	Deductions	Housekeeping- Added Heading	N
5	All	Union Rights	Clarifies Titles for Unions Representation	N
7	All	Employee Rights	Recognizes 2017 Personnel Handbook	N
7	All	Employee Rights	Housekeeping- Clarifies neutral gender reference.	N
7	All	Employee Rights	Housekeeping- Verbiage clarified	N
10	10	Grievance Procedures	Housekeeping- Clarifies neutral gender reference.	N
10	20	Grievance Procedures	Clarifies Arbitration Process	N
11	All	Personnel Files	Housekeeping- Added Headings	N
11	All	Personnel Files	Housekeeping- Clarifies neutral gender reference.	N
12	All	Discipline	Housekeeping- Added Headings	N
13	All	Probationary Employees	Housekeeping- Added Headings	N
13	All	Probationary Employees	Clarifies bumping rights	N
15	1	Position Changes	Temporary Assignment Pay Starts after 5 days (down from 21 days)	Y
15	1	Position Changes	Defines Temporary Status Compensation- 10% temporary increase or bottom of the position pay grade to which temporarily appointed	Y
15	4	Position Changes	Defines Promotion Compensation- 5% or bottom of the new position pay grade	Y



**SUMMARY OF COLLECTIVELY BARGAINED TERMS  
BETWEEN  
THE CITY OF LAKE WORTH BEACH AND PEU  
10.1.2021-10.1.2024**

17	1	Uniform and Uniform Allowance	Gives City the authority to deduct uniform costs from an employee's paycheck if uniforms not returned in 5 days after separation of employment	Y
17	1	Uniform and Uniform Allowance	Allows for a \$150 safety footwear purchase and replacement	Y
17	1	Uniform and Uniform Allowance	Allows for the replacement of any personal hand tool damaged while being used for City purposes	Y
20	2	Attendance	Allows for electronic timekeeping	Y
20	2	Attendance	Creates new "Task" system for Solid Waste employees	Y
20	3	Attendance	Birthday Holiday included in overtime calculation	N
20	5	Attendance	Shift differential raised to \$1.00/\$1.25	Y
20	6	Attendance	Recognizes new Travel Policy upon passage	N
21	1	Holidays	Adds Juneteenth Holiday	Y
21	1	Holidays	Renames Columbus Day to Columbus Day/Indigenous Peoples' Day	N
21	1	Holidays	Birthday Holiday included in overtime calculation	Y
21	1	Holidays	Birthday Holiday hours will match employee shift hours (i.e. 8/10/12 hour shift)	Y
21	1	Holidays	Clarifies Solid Waste works most Holidays	N
21	1	Holidays	Employees must be on approved leave before and after the holiday to receive holiday pay	N
21	1	Holidays	Employees working on holiday receive 2.5X hourly rate	Y
21	1	Holidays	Holiday hours will match employee shift hours (i.e. 8/10/12 hour shift)	Y
21	2	Holidays	Holiday hours will match employee shift hours (i.e. 8/10/12 hour shift) if employee in active status or pre-approved leave status	Y
21	2	Holidays	Birthday holiday must be taken in fiscal year	N
21	2	Holidays	No pyramid payments of call-back on top of holiday pay	Y
21	2	Holidays	Defines day holiday observation practices if holiday falls on a weekend	N
22	1	Leave	Housekeeping- verbiage clean-up	N
22	1	Leave	Allows employees to begin accruing leave immediately	N
22	2	Leave	Housekeeping- name change for Voluntary Sick Leave Donation	N

**SUMMARY OF COLLECTIVELY BARGAINED TERMS  
BETWEEN  
THE CITY OF LAKE WORTH BEACH AND PEU  
10.1.2021-10.1.2024**

22	2	Leave	Allows employees to begin accruing leave immediately	N
22	2	Leave	Allows employees going straight into retirement to receive sick bank leave balances as follows: less than 20 years=200 hours at 55% rate of pay, more than 20 years, less than 30 years=200 hours at 64%, and more than 30 years, 200 hours at 75% current rate of pay	Y
22	2	Leave	Allows for a one-time vacation day incentive for any employee who provides proof of full vaccination within 45 days of contract ratification	Y
23	All	Alcohol and Substance Abuse	Replaces current section of contract with Employee Personnel Handbook	N
24	All	Benefits	CDL license renewal paid 100% by City	Y
25	All	Evaluations	Union agrees to on-line evaluation system if not tied to compensation	N
26	All	Training and Education	Clearly defines which certifications and degrees eligible for certification pay	Y
27	2	Salaries	Allows for one-time adjustment for lifeguards to match Palm Beach County wages, brings all union employees to starting wage of \$15/hourly, a \$2k one-time signing incentive, and a three year contract with a 3% increase each year on 10/1.	Y
27	3	Salaries	Non-exempt employees assigned to mandatory confinement assignment during emergency situations to receive 2.5 hourly rate	Y

**Collective Bargaining Agreement**  
**Between**  
**The City of Lake Worth Beach**  
**And**  
**The Lake Worth Beach Public Employees Union**

Expires September 30, ~~2021~~2024

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## **Agreement**

This contract is between the City of Lake Worth Beach, hereafter referred to as the City and Public Employees Union, as the exclusive bargaining agent of the employees described in the certification issued by the Public Employees Relations Commission in Case No 93E-243, issued October 26, 1993, as amended by Order 94E-212 issued August 3, 1994, and Order 95E-096 issued April 01, 1995.

The right of persons to work shall not be denied or abridged on account of membership or non-membership in any labor organization. The right of the employees, by and through a labor organization, to bargain collectively shall not be denied or abridged. Public employees shall not have the right to strike.

The collective bargaining rights of the City, Union and employees shall be as provided in Chapter 447, Part II, Florida Statutes.

### **Preamble**

WHEREAS, it is recognized by the parties hereto that the declared public policy in the state and the purpose of Part II chapter 447, Florida statutes, is to provide statutory implementation of Section 6, Article 1 of the Constitution State of Florida, and to promote harmonious and cooperative relationships between City government and its employees, both collectively and individually, and to protect the public by assuring, at all times, the uninterrupted operations and functions of City government; and

WHEREAS, it is the intent of the parties to this Agreement to set forth the entire Agreement with respect to matters within the scope of negotiations; and

WHEREAS, the above language is a statement of intent and therefore not subject to the grievance procedure as outlined in Article 10.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties do agree to the languages as contained in the following articles.

### **Scope of Bargaining**

The Scope of Collective Bargaining between the City and the Union shall be wages, hours, terms and conditions of employment of the employees and all other mandatory and/or permissible subjects of bargaining within the Chapter 447 of the Florida Statutes.

In the event either or both parties during the course of the negotiations makes a declaration of impasse, the parties agree that such impasse shall follow the steps as set forth in FS 447.403.



## Article One – Recognition

### Section 1 – Inclusions

- A. The City hereby recognizes the Public Employees Union (PEU) as the exclusive representative for the purposes of collective bargaining with respect to wages, hours and terms and conditions of employment for all persons included in the bargaining unit as determined by PERC.
- B. This Agreement includes the full-time employees in the classifications and positions described in the certification issued by the Public Employees Relations Commission in Case No 93E-243, issued October 26, 1993, as amended by Order 94E-212 issued August 3, 1994, and Order 95E-096 issued April 01, 1995, as amended from time to time.~~listed in Appendix A of this Agreement.~~

### Section 2 – Exclusions

Specifically excluded are managerial employees and confidential employees and any other employees represented by another exclusive bargaining agent.

### Section 3 – New Positions/Classes

- A. When a new position is created in a classification that is included in the bargaining unit, and the City believes that the position should be excluded from the unit, the Union will be notified by being given a copy of the City's application to PERC seeking exclusion of the position from the unit.
- B. When the City establishes a new classification that would be included in the unit, the Union will be given advance notice in writing as to the City's determination of the unit into which the new classification will be assigned.
- C. The parties shall submit appropriate unit clarification petitions to PERC when positions are created. If a dispute arises as to the bargaining unit assignment under (A) or (B) above, the matter shall be resolved by PERC in accordance with its rules.

## Article 2 – Gender Reference

All references in this Agreement to employees shall be construed to include ~~both male and female employees~~all genders.

## **Article 3 - Dues Check-off**

### **Section 1 – Deductions**

- A. During the term of this Agreement, the City, by and through its respective agencies agrees to deduct Union membership dues, uniform assessments, if any, as provided for in Section 447.303, Florida Statutes, and mutually agreed by the City and Union, in an amount established by the Union and certified in writing by a duly authorized officer of the Union to the City, from the pay of those employees in the Unit who individually make such request on a written check-off authorization form provided by the Union. Such deduction will be made by the agency when other payroll deductions are made and will begin with the pay for the first full pay period following receipt of the authorization by the City.
- B. The Union shall advise the City of any uniform assessment or increase in dues in writing at least thirty (30) days prior to the effective date.
- C. This article applies only to the deduction of membership dues and uniform assessments, if any, and shall not apply to the collection of any fines, penalties, or special assessments.
- D. Deduction of membership dues shall be charged an administrative fee of \$.10 per member per month. A fee of \$1.50 will be charged for each deletion or addition caused by a change in membership.
- E. Employee organizational dues deduction will be provided for the certified bargaining agent only.

### **Section 2 – Remittance**

- A. Deductions of dues and uniform assessments, if any, shall be remitted exclusively to a duly authorized representative as designated in writing by the Union, by the City, on a biweekly cycle along with a list containing names, division and amount deducted of the employees for whom the remittance is made.
- B. Employees' transfers or promotions within the certified bargaining unit shall not require the submission of new dues authorization forms.

### **Section 3 – Termination of Deduction**

Deduction for Union dues and/or uniform assessments shall continue until either:

1. revoked by the employee by providing the City and the Union with 30 days written notice of terminating ~~his~~the check-off authorization;

2. revoked pursuant to Section 447.507, Florida Statutes;
3. the termination of employment; or
4. The transfer, promotion, or demotion of the employee out of this bargaining unit.

**Section 4 – No Deduction for Fines/Penalties**

The City shall not deduct any Union fines, penalties or special assessments from the pay of any employee.

## **Article 4 – Non Discrimination**

The City and Union each warrants and represents that all of its employees are treated equally during employment without regard to race, sex, sexual orientation, gender identity or expression, color, religion, disability, genetic information, age, marital status, familial status, national origin, ancestry, or other category protected by applicable law; and that no person shall, based on any of these grounds be excluded from the benefits of, or be subject to any form of discrimination under any activity carried out by the performance of this agreement.

### **Section 1 - Discrimination**

- A. No person seeking appointment to the City or employed therein, shall in any way be discriminated against because of race, sex, sexual orientation, gender identity or expression, color, religion, disability, genetic information, age, marital status, familial status, national origin, or ancestry, or other category protected by applicable law, where the person is able to perform the essential functions of the job being sought.
  
- B. Employee shall have and retain all rights guaranteed by the United States Constitution, Constitution of the State of Florida, City of Lake Worth Beach Policies and Regulations, and all applicable statutes.

### **Section 2 - -Union Activity**

- A. Neither the City nor the Union shall interfere with the rights of employees covered by this Agreement to become or refrain from becoming members of the Union.
  
- B. Claims of Union discrimination against the City, its officers or representatives, shall be reviewable either under the provisions of Article 10 (Grievance Procedure) of this Agreement or through the Public Employees Relations Commission.

## Article 5 - Union Rights

- A. The Union shall designate one representative as ~~Coordinator~~ Lead Delegate for the City of Lake Worth Beach. They shall also designate ~~an one Union Representative~~ Delegate in each department and one ~~representative~~ Delegate for each division, except for those departments which are in one location where there will be one ~~Delegate~~ representative.
- B. Reasonable access to employee work locations shall be granted officers of the Union and their officially designated ~~representatives~~ Lead Delegate and Delegates for the purpose of processing grievances or contacting members of the Union concerning business within the scope of representation. Such officers, ~~or representatives~~ Lead Delegate and Delegates shall not enter any work location without the consent of the City Manager or designee. The City agrees that an accredited representative of the Union, whether local, state, or national, has access to City facilities where employees are employed but shall only meet with the employee during nonworking hours. Access shall be restricted so as not to interfere with the normal operations of the department or with established safety or security requirements.
- C. The ~~principal representative~~ Coordinator Lead Delegate will, under normal circumstances, be granted leave without pay for ~~his~~ attendance at regularly scheduled Union seminars and conventions. If the Union desires, the City will provide administrative leave to the ~~representatives~~ Coordinator Delegates and the Union will reimburse the City for wages. Leave granted under this paragraph will not exceed seven (7) days per ~~contract~~ Fiscal year.
- D. The ~~principal representative~~ Coordinator Lead Delegate shall be granted four (4) hours of administrative leave per month to conduct Union business.
- E. During contract negotiations, the City shall allow up to three (3) Union members in an active pay status to participate: these hours shall not count as hours worked for the purpose of computing overtime.
- F. The City shall at the Union's request provide space for membership meetings as space and scheduling permit. The Union will provide the City Manager or designee within five (5) calendar days' notice of any meeting. Permission may be withdrawn if the room is required for another use. The Union agrees to leave the meeting room in its original condition at the end of the meeting and will be responsible for damage committed within.
- G. Solicitation of any and all kinds by the Union, including but not limited to the solicitation of membership, grievances and the collection Union monies, shall not be engaged in during working hours. Union ~~representatives~~ Delegates and stewards may conduct Union business, such as formal grievance investigations, representation of employees at grievance hearings and meetings with City management during working hours only with the approval of their supervisor or other authorized City management. Such approval shall not be unreasonable withheld. The

City and Union further agree that utilizing City equipment or vehicles for Union business is strictly prohibited except where attendance by Union representatives, during their duty hours, is required and approved by City management.

## **Article 6 - Employee, Management and Union Communications**

### **Section 1 - Personnel Policies and Procedure**

The City will notify the Union in writing of any proposed changes or revisions in Personnel Policies and Procedures applicable to employees.

### **Section 2 - Labor Management Communication Meetings**

- A. The City and the Union mutually desire to foster ongoing communication between Managers/Supervisors and Leadership to effectively maintain labor management relations and develop the skills and competencies of the Managers/Supervisors to articulate workplace concerns through the creation of a Labor Management Committee.
- B. The purpose of the Committee is to discuss and explore matters raised by members of the Committee and/or referred by the parties to this Agreement. The Committee by mutual agreement, shall be authorized to make recommendations on matters that have been discussed, explored and studied. In order to have frank and open discussion, the Committee shall have no authority to change, delete or modify any of the terms of the existing City/Union Agreement. No such meeting shall be used for the purpose of discussing pending grievances or for negotiation purposes. No later than seven (7) calendar days prior to the scheduled meeting date, the parties shall exchange agendas indicating matters they wish to discuss.
- C. Any decision(s) reached through consultation meetings shall be reduced to writing by the City and a copy shall be furnished to the Union. The Committee will be without authority to alter change or amend any terms or conditions of employment.
- D. The Committee shall be comprised of eight (8) members: four (4) representing the Union and four (4) representing the City. The Union Committee shall include four (4) members of the bargaining unit including the Executive Director or designee of the Local Union and three (3) Union Representatives. The City Committee shall include the Human Resources Director and three (3) members of the Leadership Team selected by the Human Resources Director or designee.
- E. Chairing the meeting shall alternate between a City representative and a representative appointed by the Union. The representative appointed as Chair shall serve a term commencing with the close of the meeting at which the appointment is announced and continue until the end of the next meeting.
- F. Meetings shall be held on a day designated by the Chair during the first calendar week of the month. Interim meetings may be held if mutually agreed to by the Committee. Meetings shall

be conducted in the workplace unless otherwise agreed to. Human Resources will assist the Union Chair in securing available meeting space.

### **Section 3 - Bulletin Boards**

- A. The Union shall be entitled to the reasonable use of assigned bulletin boards at all offices in work locations where they are established, or the Union may furnish a bulletin board for its use of a type and in an area approved by the Human Resources Director.
- B. These bulletin boards shall be used for posting Union notices but restricted to:
  - 1. Notices of Union elections and results of such elections
  - 2. Notices of Union recreational or social affairs
  - 3. Notices of Union appointments and other official Union business
  - 4. Notices of Union meetings
  - 5. Union Benefits
  - 6. Union Newsletter
- C. Notices posted on these bulletin boards shall not contain anything political reflecting adversely on the City or any of its officers or employees: nor shall any posted material violated or have the effect of violating any law, rule or regulation.
- D. Notices submitted for posting must be dated and bear the signature of the Union's authorized representative and must be removed within thirty (30) days unless granted express permission by the Human Resources Director. Such permission shall not be unreasonably denied. Permanent benefits provided by the Union will not be held to thirty (30) days.

### **Section 4 - Position Classifications**

The City will ensure that all position classifications are posted on the Human Resource web page.

### **Section 5- - Representative Access**

- A. The City agrees that accredited representatives of the Union, whether local, state or national Union representatives, shall have access to the premises of the City where bargaining unit members are employed, consistent with applicable law.
- B. If any area of the City's premises is restricted to the public, and if employees are not accessible during their scheduled break times or lunch during their shift, permission may be requested to enter such areas and such permission will not be unreasonably denied. Such access shall be during the regular working hours of the employee.



## Article 7 - Employee Rights

- A. Employees covered by this Agreement shall have the protection afforded to them by this collective bargaining agreement consistent with the provisions of law. All provisions not addressed in this Agreement shall be governed by ~~Resolution No. 28-91 "City of Lake Worth Beach Personnel Policy" effective July 1, 1991 (as amended from time to time) except for Sections 7C (2), 7C (3), 7E, and 17~~ the City's Employee Personnel Policies Handbook, as amended from time to time.
- B. An employee is entitled to Union representation in any meeting with management or its representative, in which the employee reasonably believes may lead to a disciplinary action. Prior to any such meeting management must notify the employee and any then current Union Coordinator or their designee of the purpose of the meeting and of the right to representation. When a Union Coordinator is absent, the Union Coordinator shall notify the Human Resources Director the name of the designee.
- C. The private and personal life of any employee is not normally within the appropriate concern or attention of the employer. However, if an incident arises, that in the opinion of the City Leadership that is either unlawful, improper, or otherwise detrimental to the City's reputation, the City may exercise its administrative prerogatives. Any action taken against such employee shall be subject to the grievance and/or arbitration procedure.
- D. Unless required by court order or applicable law the City shall not assist a creditor in collecting any debt. A debt complaint shall not be the basis of disciplinary action initiated against an employee.
- E. Employee participation in charitable drives is voluntary.
- F. Each employee shall be provided a copy of ~~his/her~~ the current job description upon request. An employee assigned duties which are not reasonably related to ~~his/her~~ the job description, or for which the employee has not had training, will not be negatively evaluated for the performance of such duties.
- G. No employee shall have disciplinary action ~~taken against him~~ imposed based on anonymous sources without appropriate investigation. Employees making reports or complaints shall not be guaranteed anonymity or confidentiality. However, where an employee makes a complaint or report regarding a supervisor, the City may maintain confidentiality to the extent consistent with Florida's Public Records laws. Human Resources shall generally conduct employee investigations or may delegate same to the Internal Auditor or outside agencies, entities or consultants.

- H. The Union representative shall be provided copies of job descriptions covered by collective bargaining units upon request. The Union representative will be notified of any proposed changes to job descriptions or new job descriptions for positions covered by collective bargaining units and any impact of proposed changes shall be bargained prior to implementation, in accordance with Article 8, Section 2.B.
  
- I. To the extent of any conflict between this Agreement and any resolutions, regulations, policies, and practices of the City (except those related to safety), promulgated and adopted by the City, this Agreement shall control. However, nothing herein shall be construed to waive or limit any of the City's management rights or other rights retained herein or otherwise provided by law including, but not limited to, those provided for in Chapter 447, Florida Statutes.

## **Article 8 - Management Rights**

### **Section 1**

It is recognized that all management functions, whether or hereafter exercised and regardless of the frequency or infrequency of their exercise, including but not limited to full and exclusive control, direction and supervision of operations and transfer of employees, are vested solely in the Employer.

### **Section 2**

Except as otherwise modified by this Agreement and without limiting the provisions of Section 1, but in order to clarify some of the more important rights retained by management, the Employer shall have the right to:

- A. Determine the qualifications for and hire new employees;
- B. Determine the number of employees it shall employ, establish new jobs, abolish or change existing jobs, employees and working hours. The Union representative will be notified of any proposed changes; any impact of proposed changes shall be bargain prior to implementation;
- C. Determine what services it shall perform and the standard of performance for employees. Employee shall be uniformly and objectively evaluated on a standard set of criteria;
- D. Maintain order and efficiency in its operation;
- E. Determine the type or types of vehicles, machinery, and equipment to be used and by whom and when to be operated;
- F. Hire, lay off, recall, assign, transfer, promote, demote, suspend, discipline, or discharge employees for just cause;
- G. Determine the method or methods by which work is carried out and done, the method of operation, the materials and equipment used in the operation, and the schedules of operation;
- H. Change process by which work is carried out and done, the method of operation, the materials and equipment used in the operation, schedules of operation;
- I. Determine its financial policy;
- J. Determine the qualifications for and select it supervisory, clerical, professional, custodial, and management employees;

- K. Transfer its operation or relocate its operation;
- L. Establish work starting and ending times;
- M. Establish reasonable times and quality standards within each classification for each work operation.

Consistent with applicable laws, nothing in this section shall preclude management's responsibility for bargaining any subject which may alter the wages, hours and terms and conditions of employment of bargaining unit employees.

### **Section 3**

The Employer reserves and retains in full and completely, any and all managerial rights, prerogatives and privileges, except to the extent that such rights prerogatives and privileges are specifically limited by some express provision of this Agreement.

### **Section 4**

Consistent with the other provisions of this Agreement, the Employer may assign to any employee work which is not normally performed by the employee, provided such work is within the scope of their assigned department.

### **Section 5**

If, in the sole discretion of the City, it is determined that emergency conditions exist, including but not limited to riots, civil disorders, hurricane conditions, [national emergencies impacting local conditions](#), or similar circumstances, the provisions of this Agreement may be suspended by the City during the emergency conditions provided that wage rates and monetary fringe benefits shall not be suspended.

**Article 9 - Changes in Past Practices/Terms/Conditions of Employment**

Bargaining unit past practices as related to wages, hours, and terms and condition of employment shall not be changed without bargaining unless the practices, terms, and conditions of employment have been altered or changed by this Agreement.

## Article 10 - Grievance Procedures

It is the declared objective of the parties to encourage the prompt and informal resolution of employee complaints as they arise and to provide recourse to orderly procedures for the satisfactory adjustments of complaints.

### Section 1 – Definitions

- A. A “grievance” is defined as a misapplication or misinterpretation of the specific terms of this Agreement.
- B. “Employee” shall mean a non-probationary individual employee having a grievance or a probationary individual having a grievance which does not involve discipline.
- C. “Days” shall mean work days, excluding any days observed by the City as a holiday for City employees.
- D. “Required Participant” means any employee whose presence at a grievance meeting has been determined necessary by the City or the Union.
- E. “Union Representative” means any Union designated representative.

### Section 2 - Election of Remedy

An employee shall have the option of utilizing the unfair labor practice procedure as provided in Chapter 447, Florida Statutes or this grievance procedure, but such employee is precluded from using more than one procedure to address the same or similar complaints and issues.

### Section - 3 Union Representation

- A. An employee who decides to use this grievance procedure shall indicate at Step 1 (or other initial written step as authorized by the provision of this Article) whether or not ~~he~~ the employee shall be represented by the Union. When an employee has elected Union representation, both the employee and Union representative shall be notified of any Step 1 meetings. Further, any written communication concerning the grievance or its resolution shall be sent to both the employee and the Union Representative, and any decision mutually agreed to by the City and the Union shall be binding on the employee.
- B. If the employee is not represented by the Union, any adjustment of the grievance shall be consistent with the terms of this collective bargaining agreement. Further, the Union shall be given reasonable opportunity to be present at any meeting called for the resolution of such

grievance. An employee using this procedure in the processing of a grievance will be bound by the procedure established by the parties to the Agreement.

- C. The Executive Director of the Union shall furnish to the City a list of the Union Representatives and the City will not recognize a person as an Union Representative whose name does not appear on the list.
- D. If a grievance meeting is held during the working hours of any Required Participant, such participant shall be excused without loss of pay for that purpose. Attendance at grievance meetings outside of regular working hours shall not be deemed time worked.

#### **Section 4 – Procedures**

- A. The filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay or interfere with the right of the City to take the action complained of, subject, however to the final disposition of the grievance.
- B. The resolution of the grievance at Step 2 or above shall establish a precedent binding on either the Union or the City in other cases.
- C. A grievance may be withdrawn by the grievant at any time at any step of this procedure, provided however, the same grievance may not be filed a second time by the same party after the grievance has been withdrawn.
- D. Grievance shall be presented and adjusted in the following manner.
  - 1. Informal Discussion
    - a. An employee having a grievance may, within seven (7) days following the occurrence of the event giving rise to the grievance, present the grievance orally to his immediate supervisor who has the authority to adjust the grievance, for informal discussion.
    - b. If the grievance is not resolved by such informal discussion, the employee may, within ten (10) days after that date of the discussion, submit a formal written grievance at Step 1 of this procedure.
  - 2. Step 1
    - a. In filing a grievance at Step 1, the employee shall submit to the Step 1 Department head or designee a grievance form to be supplied by the City, setting forth specifically the complete facts and issues on which the grievance is based, the specific provision or provisions of this Agreement allegedly violated and the relief requested.

- b. The Step 1 Department head or designee shall have a meeting to discuss the grievance and shall communicate a decision in writing to the employee and to the Union Representative, if any, within ten (10) days following the date of the meeting.

3. Step 2

- a. If the grievance is not resolved at Step 1, the employee may appeal the grievance in writing to the City Manager or ~~his~~-designee within ten (10) days after receipt of the decision at Step 1.
- b. The City Manager or ~~his~~-designee may have a meeting with the Union Representative to discuss the grievance. The City Manager or ~~his~~-designee shall communicate a decision in writing to the employee and to the Union Representative within ten (10) days of the written grievance.

4. Step 3 - Arbitration

- a. If the grievance is not resolved at Step 2, the Executive Director, or ~~his~~-designee, may present a grievance for arbitration to the Federal Mediation and Conciliation Service (FMCS). Such submission shall be within fifteen (15) days of receipt of the Step 2 decision with a copy of such submission to the City within same fifteen (15) days. The Union specifically reserves the exclusive right to take a matter to arbitration on behalf of its members and an employee will not be allowed to proceed to arbitration without the Union unless the Union refuses to represent the grievant solely due to the grievant's lack of membership in the Union.
- b. The parties shall select an arbitrator from the list of names forwarded by the (FMCS). Such selection will be made "striking". A flip of the coin shall decide which party strikes first. The remaining name shall be the arbitrator to hear the grievance. The arbitrator's fees and expenses shall be equally borne by the parties. If a verbal transcript of the hearing is made by any party or the arbitrator and either party desires a copy of the transcript, that party~~both parties~~ will bear equally share the expense of the copy or copies. ~~The parties shall share equally in the cost of any transcripts supplied to the arbitrator.~~The decision of the arbitrator shall be final and binding.

- 5. Mediation - The parties may agree to submit a grievance or number of grievances for mediation. The mediator, with the agreement of the parties, may make a recommended decision.

- 6. The time limits will be binding unless waived in writing by the parties. If any employee initiates the grievance procedure and fails to appeal any decision under that procedure to



the next step of the grievance procedure within the time provided, the decision made will be final and binding. If an employer representative fails to issue a decision at any step of the grievance procedure within the time provided, the grievant may proceed to the next step of the procedure within the prescribed time frame as provided.

7. Facts or arguments not presented by the grievant to the Step 2 grievance officer may not be raised at arbitration in support of the grievance.
8. Both the City and Union may mutually agree to proceed to instant arbitration for any alleged violation of this agreement.

## Article 11 - Personnel Files

### Section 1 – Official File

There shall be one (1) official personnel file for each employee which shall be maintained in accordance with Chapter 119, Public Records, Florida Statutes, in the central personnel file of the City. No other official personnel file shall be kept on an employee. This does not preclude the supervising leader or department head from maintaining an employee desk file for the purpose of documenting an employee's growth, productivity, training/certifications, accomplishments, and areas requiring development. A desk file is not an official personnel file and such information contained therein cannot be utilized to support any disciplinary action or appeal of such action

### Section 2 – Acknowledgment of Certain Documents

- A. No material derogatory action to an employee's conduct, service, character or personality shall be placed in the file unless the employee has had an opportunity to review the material. The employee shall acknowledge ~~that he has read~~receipt of the material by affixing his signature on the actual copy to be filed, with the understanding that such signature merely signifies ~~that he has read~~receipt of the material to be filed and does not necessarily indicate agreement with its content.
- B. The employee shall have ten (10) days to provide a written response. Any written response shall be attached to the file copy.

### Section 3 – Review of File

Upon appropriate request by the employee, ~~he the employee~~ shall be permitted to examine ~~his the personnel~~ file. The employee shall be provided a reasonable amount of time during working hours to review ~~his the~~ file. The employee's request cannot be unreasonably denied or delayed.

### Section 4 - Copying

The employee shall be permitted to reproduce any material in ~~his the~~ file. The City may charge a fee for reproduction in accordance with the applicable law.

### Section 5 - Corrections

Material may be removed from the file if it is inaccurate or untrue to the extent permitted by law.

**Section 6 – Discipline Time Limits**

- A. An offense shall be valid for not more than two (2) years from the date of occurrence. Documents relating to offenses which are more than two (2) years old shall not be considered in rendering the appropriate level of discipline for a current offense.
  
- B. An incident which has not been reduced to writing within two (2) months of its occurrence or from the time management or the employee becomes aware of the occurrence, whichever is last, may not be later added to the file.

## Article 12 - Discipline

### Section 1 - Defined

- A. This Article covers actions involving verbal warnings, written reprimands, suspensions without pay, dismissals, demotions, or reductions in pay grade with prejudice. Discipline that does not involve a verbal warning is subject to the grievance and arbitration procedure except that verbal warnings shall not be submitted to or subject to arbitration under any circumstances.
- B. In an effort to enhance employee growth and contributions, coaching and counseling sessions may include a written acknowledgment to be signed by the employee and placed in the supervisor's file. Coaching and counseling is not discipline, but serve as notice to the employee that continuation of certain conduct or performance could result in future discipline. Coaching and counseling will not be used or in support of employee discipline.

### Section 2 – Right to Representation

No disciplinary action may result from a meeting between an employee and his supervisor unless the employees advised that such meeting is for the purpose of discussing discipline or potential discipline. If such a meeting does take place, the employee has the right to request the presence of Union representation.

### Section 3 – Just Cause and Progressive Discipline

- A. Disciplinary action may not be taken except for "Just Cause" which must be substantiated by a preponderance of evidence. Where "Just Cause" warrants a verbal warning or written reprimand, dismissal, demotion and/or suspension of any employee, such action shall be taken by the appropriate administrator. Under normal circumstances, progressive discipline will be administrated as follows:
  - 1. **Verbal Warning:** issued by management to verbally warn an employee about his/her conduct or work performance and counsel the employee on how to improve. A record of this warning is maintained in the employee's official personnel file.
  - 2. **Written Reprimand:** issued by management when a verbal warning has not resulted in a satisfactory change in the employee's conduct or work performance or when a verbal warning is not deemed by management to be sufficiently severe for the offense.
  - 3. **Suspension without pay:** issued by management when a written reprimand has not resulted in a satisfactory change in the employee's conduct or work performance or when a written reprimand is not deemed by management to be sufficiently severe for the

offense. A suspension is an involuntary removal from the work site, which includes loss of pay.

4. **Dismissal of employee:** issued by management when previous disciplinary actions have failed to bring a satisfactory change in the employee's conduct or work performance, or when a suspension is not deemed by management to be sufficiently severe for the offense. A specific reason for termination of employment is not required for a probationary employee who fails to meet probationary standards. A termination of employment is a permanent separation from employment with the City.
- B. In cases of a verbal warning, the supervisor shall inform the employee that ~~he/she~~the employee is receiving a verbal warning which is a step in the disciplinary process. The employee may have an Union representative present during a coaching and counseling session, if one is requested. Suspension with pay shall be utilized for the purposes of any investigatory procedure or pending investigation. If, following an investigation, "just cause" is found warranted and the employee's grievances have either been exhausted or the employee has elected to accept appropriate disciplinary action consistent with the terms and conditions of this Agreement, the employee may be held liable to reimburse the City for wages paid while on suspension with pay. The City shall bear full responsibility for the collection of such monies, including, but not limited to, the cost of litigation.

#### **Section 4 - Copies**

The employee and the Union shall be provided a copy of all correspondence upon which discipline is based, unless such information is considered confidential or privileged by law. The employee may have the employer release confidential material to the Union if ~~he~~the employee signs the appropriate waiver.

### **Article 13 Probationary Employees and Bumping**

New employees will serve a six (6) month probationary period. However, the probationary period may be extended for a period of up to three (3) additional months, at the discretion of the department head. Upon satisfactory completion of probation the employees will be considered permanent employees. Employees who are offered and accept a promotion from within to a management or supervisory position, or to a classification above the position formerly held will serve a six (6) month probationary period. However, the six (6) month probationary period may be extended for up to three (3) months at the discretion of the Department Head. When an employee is offered and accepts a position or classification within PMSA which is subsequently deleted, or the employee fails to successfully pass the probationary period, such employee may “bump” back into his or her previous position or other such position for which the employee is qualified in the PMSA bargaining unit.

The PMSA-PEU bargaining unit specifically agrees that employees who are promoted into a management or supervisory position within PMSA who exercise any “bumping” as described in the collective bargaining agreement between PMSA and the City shall be entitled to bump PMSA-PEU members.

## **Article 14 - Seniority and Layoff**

### **Section 1 - Seniority**

Seniority shall be defined in the following manner:

- A. Classification Seniority - the continuous length of service in a given classification.
- B. Service Seniority - the total length of service for the City of Lake Worth Beach.
- C. Seniority shall continue to accrue for all types of approved leaves except for leave without pay in excess of thirty (30) days. Individuals exercising their rights under the Federal Family and Medical Leave Act will not lose seniority consistent with the law. Employees ordered to active duty will not lose seniority.

### **Section 2 - Loss of Seniority**

Employees shall lose seniority for the following:

- 1. Termination for cause;
- 2. Retirement;
- 3. Resignation; or
- 4. Layoff or resignation exceeding twelve (12) months.

### **Section 3 - Layoff and Recall**

- A. The number of employees may be reduced whenever necessary because of material changes in job duties or organization, or because of a shortage of work or funds or other legitimate reasons. Before any permanent employee shall be laid off, all temporary and probationary employees in the same classification shall have been dismissed first in that order. In the event that a reduction in work force requires a layoff, those employees with the least seniority in the affected classification(s) shall be laid off first. The layoff of permanent employees shall be in inverse order of length of service, other considerations being equal. In the event that two or more employees affected have the same amount of seniority, the date of employment application shall prevail. However, if the application date is the same, then the earliest birth date shall prevail.
- B. Prior to a full-time post probationary employee being laid off from the City, they will be notified of the Part-Time roles currently being filled within the organization. The City further agrees that

provided the full-time employee is qualified to perform the part-time role, they will be offered the opportunity to move into the part-time role in lieu of lay-off. If the employee does accept the part-time role, it will not negate any recall rights to full-time positions for which their qualifications and/or length of service would be applicable.

- C. When the City determines the layoff of a probationary employee will negatively impact its ability to deliver services to the public or to meet critical regulatory or statutory requirements, the City will notify the Union of its intent to retain critical skilled employee(s). The Union agrees to waive the layoff of a probationary employee if no other employee who is on layoff is qualified for the position.
  
- D. Any laid off employee shall be recalled to their position or other such position for which they may be qualified within the bargaining unit in inverse order of layoff. During the one-year period of recall laid off employees will be notified of any open vacancy within the employee bargaining unit for which they are qualified. The employee shall be notified of recall opportunities by certified mail. Such employee shall have seven (7) days to respond to the City as to whether ~~he~~ the employee shall accept the notice of recall. The laid off employee is responsible for notifying the City of ~~his~~ the current address. If the laid off employee fails to respond to any notice of recall within seven (7) days, the City will not be obligated to forward additional recall opportunities.



## Article 15 - Position Changes

### Section 1 – Vacancies

- A. Vacancies and promotional vacancies shall be posted for a period of at least seven (7) days. Employees of the City shall be ~~giving~~ given preference for such vacancies when the experience and qualifications they possess are equal to an outside candidate. If two (2) City employees are seeking a vacant position within the City and their experience and qualifications are equal, seniority shall be the governing factor for filling the position.
- B. Employees temporarily assigned ~~for more than three (3) weeks (seven (7) consecutive work days or twenty one (21) consecutive days~~ to a higher classification for five (5) or more consecutive work days, including the assumption of additional duties, shall ~~be paid a five percent (5%) hourly premium from the commencement of the assignment~~ receive an increase in pay equal to the greater of five (5) percent of the employee's current rate of pay or the bottom of the pay rate of the position to which the employee is assuming. Employees temporarily assigned to a lower classification shall be paid at the regular rate of pay. Whether a position is a higher classification will be determined by reference to the pay schedule then in effect. A position shall be a higher classification if the starting pay for the position to which the employee is temporarily assigned is higher than the starting pay of the position from which the employee is reassigned.
- C. Where it is found that a person with the requirements to fill a position vacancy is not available by re-employment, transfer, promotion or entrance appointment, Human Resources may authorize the Department ~~head~~ Head to fill the vacancy by a temporary appointment, while efforts are continued to find an acceptable eligible for permanent appointment. No temporary appointment shall be made without the prior approval in writing of Human Resources. No payment shall be made for services rendered by such temporary appointee prior to the date and time of such approval. If for any reason approval comes after the fact, the employee will be paid retro to the date of appointment. Bargaining unit employees filling any of these positions for five (5) or more consecutive work days shall receive an increase in pay equal to five percent (5%) increase in compensation if temporarily appointed to a higher classification for more than three (3) weeks (seven (7) consecutive work days) or twenty one (21) consecutive days ten (10%) percent of the employee's current rate of pay but not to exceed the bottom of the pay rate of the position to which the employee is temporarily appointed. A position shall be a higher classification if the starting pay for the position to which the employee is temporarily assigned is higher than the starting pay of the position from which the employee is reassigned. Employees temporarily appointed to a lower equal classification shall be paid at their regular rate.

## Section 2 – Transfers

- A. A regular full-time employee may be transferred to meet the needs of the City. A transfer may require the employee to move from one (1) division to another. The employee shall retain the same pay status in the new position that ~~he/she~~ the employee had in the previous position. The transfer shall be only temporary and in cases of emergencies.
- B. A regular full-time employee may be transferred temporarily or permanently to meet the needs of the service, and may require the employee to move from one (1) assignment to another. In addition, an employee upon request and acceptance of the appropriate Department Head(s), may be transferred from his position to any other for which he is qualified. The employee shall retain the same seniority within the department.
- C. An employee who is permanently transferred shall be compensated in the new position at the appropriate rate established for that position from the first day the individual begins work in the new position.
- D. All transfers covered by this Agreement will be made without loss of seniority within the department.

## Section 3 – Demotions

- A. Involuntary demotion of a permanent employee may be initiated by the Department Head when such employee's work is unsatisfactory and the employee had not responded to coaching, counseling, or other interventions implemented to enhance their contribution levels.
- B. A permanent employee may be granted a demotion upon request and such demotion shall be termed and recorded as voluntary.
- C. A permanent employee may be granted a demotion within the department upon request as an alternative to being laid off. If a vacant position is available in another department for which the employee is qualified, the employee shall be given priority consideration for such position.
- D. The reason(s) for any proposed demotion, voluntary or involuntary, shall be given in writing to Human Resources on the form provided, together with a Performance Evaluation and shall require the prior approval of Human Resources. A copy of such form shall be given to the employee affected before the demotion shall become effective.
- E. An employee demoted for "just cause" shall be required to serve a probationary period of six (6) months in the new position satisfactorily before again receiving permanent appointment; except, that a permanent employee taking a voluntary demotion shall not be required to serve a probationary period in the new position.

- F. Where an employee is involuntarily demoted to a position class with a lower assigned regular maximum, such employee shall receive the rate of pay for the demoted position. However, under no circumstances will the employee receive more than a five percent (5%) reduction in pay.

**Section 4 – Promotions**

An employee promoted to a position within the bargaining unit shall receive an increase in pay equal to the greater of five percent (5%) or the bottom pay rate of the position to which the employee is entering not to exceed the mid-point of the new position during the initial probationary period.

## **Article 16 - Contracting Out**

Prior to a final decision being made by the City Commission to contract out, the Union will be provided the opportunity to submit an alternative proposal. This Article does not exempt the City from bargaining the impact of contracting out.

## Article 17- Uniform and Uniform Allowance

- A. When employees are required to wear uniforms, such uniforms shall be furnished and maintained by the City. Employees shall sign for receipt of such uniforms and agree at that time to authorize the City to deduct the cost of such uniforms from the employee's final paycheck and/or vacation leave payout, if any, if the employee fails to return the uniforms upon separation from employment for any reason as set forth in Section D, below.
- B. When hats are considered part of the uniform, they will be provided by the City.
- C. Employees shall not be prohibited from wearing their uniforms to area businesses serving food during an employee's lunch hour. Employees shall be prohibited from wearing their uniforms to establishments out of work hours to any place that would discredit the City.
- D. Employees must return all uniforms within five (5) business days of the separation of employment for any reason. Failure to return all issued uniforms at this time shall result in deduction of the employee's final wages and/or vacation leave payout, if any. Such deduction shall be in compliance with all wage and hour laws and shall not reduce the employee's final wages below the then applicable minimum wage or the applicable overtime rate.
- E. Employees who are required to wear protective footwear shall be provided such footwear through the City's vendor up to a value of \$150.00 per fiscal year. Management shall determine the type and quality of such protective footwear. Employees shall be responsible for the proper maintenance and care of their protective footwear. Based upon an assessment of the condition of the protective footwear or due to the need for a different type of protective footwear based on job duties as determined by the Department Head or designee, employees will be provided with a replacement at no cost to the employee, up to the value of \$150.00.
- ~~C.F.~~ The City provides all necessary tools and equipment to perform the job. However, it is recognized that certain positions (such as mechanics) may utilize the employee's personal hand tools during the course and scope of employment. Where an employee needs a shop tool or other equipment to perform the job that is not available, the employee must notify the supervisor and the City will provide and maintain these items to perform the job, all of which remain City property. Where an employee uses a personal hand tool during the course and scope of employment and such tool is broken or become inoperable as a result of the work performed in the line of duty, the City shall replace the tool with a tool of like kind and quality. The City may take all reasonable steps to verify how the tool became damaged or inoperable to confirm replacement costs.

## **Article 18 - Replacement of Personal Property**

- A. The City agrees to reimburse the cost of an employee's personal property stolen or damaged due to the negligence of the City.
  
- B. Employees may be liable for reimbursement to the City for damage to City property as a result of the employee's negligence or misconduct. If it is determined, following a Risk Management investigation, the employee negligence was a factor, the employee and the Union shall be provided in writing of the results of the investigation. If the findings are upheld, the employee may be liable for reimbursement to the City.

## Article 19 - Occupational Safety and Health

The City shall endeavor to provide a safe working environment. The employee shall endeavor to work in a safe manner.

- A. When required by applicable statute, only certified licensed operators shall be required to work with pesticides or other hazardous chemicals.
- B. Employee shall not be required to handle dead animals unless specified in their job description or in cases of emergency.
- C. Employee shall not be required to operate vehicles or machinery which are unsafe or do not meet regulatory codes.
- D. As a lifeguard's primary responsibility is to ensure the safety of the public at the pool and the beach, lifeguards will not be assigned responsibilities related to bonfires, unloading of pallets, digging bonfire pits, etc.
- E. Liability and Indemnification.
  - 1. Without waiving any rights under Florida Statutes 768.28 as amended, the City shall defend, indemnify, and hold harmless against judgment for civil liability any bargaining unit employee who is named in any civil action for recovery of compensatory damages for injury or loss of property, personal injury or death caused by the negligent or wrongful act or omission of such employee within the scope of the employee's employment with the City, where such liability arises out of the City's exercise of a retained management right as outlined in this collective bargaining agreement, unless such employee acted in bad faith, with malicious purpose, in a manner exhibiting wanton, willful disregard of human rights, safety, or property, or engaged in criminal activity.
  - 2. The affected employee has a continuing duty to cooperate with the City in connection with the investigation and defense of any such civil action against the employee; material breach of this duty relieves the City from any obligation under this collective bargaining agreement to defend, indemnify, or hold harmless the employee, from the time of the breach henceforth.
  - 3. The City retains its entire immunity as provided by law. The City will not indemnify any employee against a judgment for: punitive damages; compensatory damages that do not arise within the course and scope of the affected employee's employment with the City; compensatory damages occasioned by the employee acting in bad faith, with malicious purpose, in manner exhibiting wanton, willful disregard of human rights, safety, or

property, or any relief arising out of employee's intentional violation of the civil, statutory or constitutional rights of any person; or criminal activity.



## Article 20 – Attendance

### Section 1 - Basic Work ~~w~~Week

The basic workweek shall be forty (40) hours per week. Any permanent schedule changes will require a seven (7) day notice to the employee and Union outlining such changes, unless exigent circumstances as determined by the City existing warranting an immediate shift change.

### Section 2-Basic Workday

- A. The basic work week shall consist of a period of seven (7) days. The normal workweek shall consist of forty (40) hours per week. The normal work day shall consist of eight (8) or ten (10) hours of work exclusive of the meal period, in a twenty-four (24) hour period, unless otherwise specified. Employees may leave their worksite during their breaks or lunch. The City and the Union recognize that certain types of activities operating on a continuous seven (7) days a week requires different treatment as to hours worked and agree that in those instances an eight (8) or ten (10) hour shift, excluding the meal period may be allowed.
- B. Full-time employee shall be given a fifteen (15) minute break time in the first half of the shift and again in the last half of the shift. Break time is not cumulative and is not to be used to arrive late or to leave early unless otherwise agreed to by supervisor. Scheduling of break times shall be at the discretion of the Department Head.
- C. Timesheets, time clocks or other appropriate methods shall be utilized for the recording of employee work time. Employees shall review and sign their timesheets, timecards or other document or electronic method used designated by the City to verify the time an employee worked within a pay period prior to its submission to payroll. If such procedure is not feasible, the employee shall receive a copy of the timesheets submitted for review, signature and any corrections.
- D. An employee late for duty shall not be sent home but will be paid for only time worked unless employee is habitually late whereby appropriate disciplinary action will be taken.
- E. The following position classifications shall operate on a task work system: Solid Waste Foreman-Garbage/Recycle; Solid Waste Technician; Equipment Operator (2, 3, and 4); Refuse Collections Coordinator; Solid Waste Foreman Bulk Waste; and Refuse Collector. The parties agree that the foregoing job descriptions shall be updated to include tasks necessary to be completed before the task work is completed as approved by the supervisor.

The aforementioned positions shall be held responsible for completion of the daily task work which shall consist of satisfactory completion of the Daily Post Route Task List attached as Appendix B and generally includes, but is not limited to, the following: assigned scheduled

route, completing the emptying of the truck at the dump, cleaning the truck and readying it for service the following day, weekly and monthly tasks as assigned, and other related duties. Upon satisfactory completion of the assigned route and return to their designated job site and completion of all pre- and post- trip duties and related duties, employees shall be considered to have completed their work day and may be excused by the immediate supervisor. However, employees who have satisfactorily completed their tasks may be assigned as required by the department to assist on other routes in order to maintain essential service to the community. Task employees are prohibited from releasing themselves from duty.

In order to ensure employees are not adversely affected by an early release, the remaining hours in the scheduled work day will be notated as “Task hours.” “Task hours” are hours that are not “actually worked,” therefore, these hours are not considered “hours worked” for the purposes of calculating overtime. Task hours also shall not result in paying an employee more than forty (40) hours in any work week if the employee has not actually worked more than forty (40) hours in that work week. Early release time that has been designated as Task hours during the work week are only paid when an employee, as a direct result of being released early from their scheduled work day, has not met the minimum threshold of forty (40) hours in the work week.

Employees holding positions assigned to the task work system shall not be entitled to count sick leave that is not being used simultaneously with FMLA as hours worked for overtime purposes. Overtime is based on actual hours worked and not the scheduled task hours. However, vacation leave, holidays and jury duty will be considered hours worked for the purposes of computing overtime.

Examples:

	<u>Weekday</u>	<u>Hours Actually Worked</u>	<u>Early Release “Task” Hours</u>
<b><u>Example 1</u></b>	<u>Monday</u>	<u>8</u>	<u>2</u>
	<u>Tuesday</u>	<u>10</u>	<u>0</u>
	<u>Wednesday</u>	<u>OFF</u>	<u>OFF</u>
	<u>Thursday</u>	<u>Sick (10)</u>	<u>0</u>
	<u>Friday</u>	<u>12</u>	<u>0</u>
	<u>Saturday</u>	<u>4</u>	<u>0</u>
	<u>Sunday</u>	<u>0</u>	<u>0</u>
	<u>Workweek Total</u>	<u>44</u>	<u>2</u>
	<u>Payroll Total</u>	<u>44 Regular</u>	<u>0 Task</u>
<b><u>Example 2</u></b>	<u>Monday</u>	<u>8</u>	<u>2</u>
	<u>Tuesday</u>	<u>10</u>	<u>0</u>
	<u>Wednesday</u>	<u>OFF</u>	<u>OFF</u>
	<u>Thursday</u>	<u>12</u>	<u>0</u>
	<u>Friday</u>	<u>12</u>	<u>0</u>

	<u>Saturday</u>	<u>0</u>	<u>0</u>
	<u>Sunday</u>	<u>0</u>	<u>0</u>
	<u>Workweek Total</u>	<u>42</u>	<u>2</u>
	<u>Payroll Total</u>	<u>40 Regular + 2 OT</u>	<u>0</u>
<b>Example 3</b>	<u>Monday</u>	<u>10</u>	<u>0</u>
	<u>Tuesday</u>	<u>7</u>	<u>3</u>
	<u>Wednesday</u>	<u>OFF</u>	<u>OFF</u>
	<u>Thursday</u>	<u>9</u>	<u>1</u>
	<u>Friday</u>	<u>6</u>	<u>4</u>
	<u>Saturday</u>	<u>0</u>	<u>0</u>
	<u>Sunday</u>	<u>0</u>	<u>0</u>
	<u>Workweek Total</u>	<u>32</u>	<u>8</u>
	<u>Payroll Total</u>	<u>40 Regular</u>	<u>0</u>
<b>Example 4</b>	<u>Monday</u>	<u>8</u>	<u>2</u>
	<u>Tuesday</u>	<u>10</u>	<u>0</u>
	<u>Wednesday</u>	<u>OFF</u>	<u>OFF</u>
	<u>Thursday</u>	<u>Vacation (10)</u>	<u>0</u>
	<u>Friday</u>	<u>12</u>	<u>0</u>
	<u>Saturday</u>	<u>4</u>	<u>0</u>
	<u>Sunday</u>	<u>0</u>	<u>0</u>
	<u>Workweek Total</u>	<u>44</u>	<u>2</u>
	<u>Payroll Total</u>	<u>40 Regular + 4 OT</u>	<u>0 Task</u>

Task employees are scheduled to ensure all scheduled routes occur on Holidays, except Thanksgiving and Christmas.

### **Section 3 - Overtime/Compensatory Pay**

- A. Non-exempt employee shall be compensated at a rate of one and one half (1 ½) times their regular rate consistent with FLSA guidelines. Compensatory time will no longer be used in lieu of payment of overtime.
- B. Overtime will be paid to those employees who work over forty (40) hours in a workweek. However, vacation leave, sick leave, holidays (including birthday) and jury duty will be considered hours worked for the purposes of computing overtime.
  1. It is intended that the work in excess of established hours of work and days of work shall be kept to a minimum and shall be authorized only when it is required to meet operating service requirements.

2. Employees shall work overtime only when directed to do so by the Department Head. Overtime work, for any position class, shall be allocated as equally as is possible among all qualified employees in that department.
  3. Those actual hours actually worked in excess of forty (40) hours in a regularly scheduled workweek shall be deemed overtime hours. Hours of ~~birthdays leave,~~ military leave, and funeral leave shall not be considered hours worked for the purpose of computing overtime.
  4. Those employees non-exempt under FLSA Wage and Hour legislation, shall be compensated for overtime worked in excess of forty (40) hours in a workweek at a rate of one and one half (1 ½) times the employee's straight time rate of pay. Such pay will be included with pay for the period in which the overtime was worked.
  5. When an emergency exists, as determined by the City, or when a non-exempt employee is required to remain on duty without notification prior to his normal departing time, for a minimum of two (2) hours beyond his normal schedule workday, such employee shall receive a free meal or shall be entitled to leave the job and eat a meal. The cost of such meal shall be reimbursed by the City at the applicable rate established by the State.
- C. Non-exempt employees. Requirement to wear communication devices (i.e.: cellular phones, beeper, etc.)
1. Category "A" employees (no additional compensation). Non-exempt employees falling within this category may be required to wear a communication device provided by the City of Lake Worth Beach or its designee without receiving additional compensation. Employees within this category are expected to answer telephone calls, "beeps", etc., from City personnel or its designee to return to duty after their normal duty hours. However, if requested by City personnel or its designee to return to duty after their normal duty hours, such employees may, based upon reasonable grounds, decline such request. Employees will not be disciplined based upon their reasonable refusal to return to duty.
  2. Category "B" employees (additional compensation). Non-exempt employees falling within this category may be required to wear a communication device provided by the City of Lake Worth Beach or its designee, but will be compensated at a rate of two dollars (\$2) per hour for each non-duty hour such employees are on call. If an employee is required to return to duty under this provision, such compensation shall cease at the time call-back pay begins and will continue to cease until the employee returns to an on-call status. Employees within this category must on a 24 hour/7 days per week basis, be fit, ready and able to return to duty upon being contacted by City personnel or is designee. Refusal to return to duty while in a Category B status may result in discipline as determined by the appropriate supervisor. In the absence of exigent circumstances employees will be advised in writing concerning the anticipated duration which they will be in Category B status.

- D. A rotational overtime list for non-exempt employee shall be established for each Department or as otherwise feasible. The list shall initially be established by City length of service.

When overtime is required, including “on-call” the City shall call the first employee on the list and then follow in successive order.

If an employee cannot be reached, such employee shall not be rotated on the list. However, if an employee refuses overtime, such employee shall be rotated to the bottom of the list. Refusal of overtime four (4) times in a quarter shall constitute removal from the overtime list for a period of one (1) year.

Each quarter the number of overtime hours worked shall be calculated for the purpose of equitability. If necessary, the rotational overtime list will be revised with the employee having the least number of overtime hours, worked or refused, in the preceding quarter rotated to the top of the list for the succeeding quarter.

- E. Unless a financial emergency exists, the employer will not change or alter an employee’s schedule to avoid the payment of overtime.
- F. Compensatory time will no longer be accrued in lieu of payment for overtime. Overtime will be paid consistent with the FLSA guidelines. Any accrued compensatory time will not be lost.

#### **Section 4 - Callback Compensation**

- A. Non-exempt employees called back to work shall receive a minimum of three (3) hours pay consistent with the terms of Section 3 of this Article.
- B. Non—exempt employees called back to work prior to their normal scheduled workday shall be compensated at a rate of one and one half (1 ½) times their regular rate of pay for that time worked in excess of their normal eight (8) hour shift, and will not be sent home early to avoid the payment of overtime.
- C. Consecutive hours worked in excess of sixteen (16) hours shall be paid at double the straight time pay.
- D. Employees “on-call” shall be provided a City vehicle or compensated at the rate, as determined by the State law, for the use of their personal vehicle to return to work.

## Section 5 - Differential Pay

Those employees assigned shifts in operational areas requiring 24-hour coverage will receive shift differential of ~~seventy-five cents (\$.75)~~ One Dollar (\$1.00) per hour for second shift assignment, and ~~One Dollar and twenty-five cents (\$1.25)~~ (\$1.25) per hour for third shift assignment.

## Section 6 - Travel Expenses

The parties agree that the City policy concerning travel expenses adopted on December 4, 2012, in Resolution Number 57-2012 be applicable during the contract period ~~(Appendix B)~~.

~~Former contract Section 6(B)(5)(9) shall read as follows:~~ An employee who must travel out of the City on authorized business and who is offered a City vehicle for that travel may use the City vehicle. If the employee chooses to utilize ~~his~~ their own vehicle, ~~he~~ the employee will not be entitled to reimbursement associated with this Article. However, if the employee is required to utilize ~~his/her~~ their own vehicle, reimbursement will be in accordance with City's Resolution ~~No. 57-2012~~ regarding travel expenses.

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The parties recognize and agree that Resolution No. 57-2012 is in the process of being updated and the updated travel resolution shall become effective upon passage.

## Article 21 – Holidays

### Section 1 - Holidays Observed

A. All bargaining unit employee shall receive the following paid holidays:

1. New Year's Day
2. Martin Luther King Holiday
3. President's Day
4. ~~4.~~ Memorial Day
- 4.5. Juneteenth
5. Independence Day
6. Labor Day
7. Columbus Day/Indigenous Peoples' Day
8. Veteran's Day
9. Thanksgiving Day
10. Friday following Thanksgiving
11. Christmas Eve
12. Christmas Day
13. Employee's Birthday (Employees shall receive a day, eight (8) hours off with pay for their birthday which shall be taken ~~within one year of~~during the fiscal year in which the birthday occurs. Pay for an employee's birthday holiday shall ~~not~~ be treated as ~~holiday pay~~hours worked for the purpose of computing overtime, ~~it shall be treated as vacation time.~~ Effective upon ratification, employees regularly scheduled for a ten (10) or twelve (12) hour shift will receive ten (10) or twelve (12) hours off with pay for their birthday.

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

for that year. Effective upon ratification, when a holiday set forth in Section 1 (A) above falls on the scheduled day off of an employee regularly scheduled for a ten (10) or twelve (12) hour shift, the next scheduled work day shall be observed as a holiday for that employee.

Notwithstanding, employees holding positions in Refuse Collection, Solid Waste, and Recycling (excluding the Recycling Coordinator and Refuse Collection Coordinator) shall work on all designated and observed holidays except Thanksgiving and Christmas.

C. If during the term of this Agreement, the City grants additional holiday or holidays to any other bargaining unit the same day(s) shall be a holiday for the employees covered by this Agreement.

D. Employees on paid leave on a holiday shall be paid holiday pay in lieu of the paid leave.

E. Employees must work or be on approved paid leave on the day before and the day after the holiday to qualify for holiday pay.

F. Employees who are scheduled to work on a holiday, but who request to be off on the holiday at least 48 hours in advance and are approved by the supervisor, shall be paid for the holiday and not charged vacation or sick leave. Employees who are scheduled to work on a holiday, but who call out sick less than 48 hours in advance, must produce a physician certification upon returning to work in order to be paid for the holiday and not charged sick leave.

G. Employees who are assigned and actually work on a holiday shall receive straight time and one and one half times their regular rate of pay for their entire scheduled shift.

B-H. Employees working ten (10) or twelve (12) hour shifts who are not assigned and do not work on a holiday shall receive the number of hours they would have been scheduled to work on the holiday as holiday pay at straight time.

## **Section 2 - Eligibility for Holiday Pay**

A. All bargaining unit employees shall receive eight (8) hours off with pay for each of the holidays allowed, provided the employee is on an active pay status (that has been pre-approved at least 48 hours in advance of the paid leave) on the scheduled working day before and after the holiday. Effective upon ratification, bargaining unit employees normally scheduled for ten (10) or twelve (12) hour shifts and who are assigned to work a holiday but request to be off at least 48 hours in advance and are approved by their supervisor shall receive ten (10) or twelve (12) hours off with pay for the holiday provided the employee is on active pay status (that has been pre-approved at least 48 hours in advance of the paid leave) on the scheduled work day before and after the holiday. Employees may elect to take a day off in lieu of their actual Birthday



holiday within the ~~following twelve (12) months~~ fiscal year in which the birthday occurs; however, there will be no payout for holidays not taken prior to separation from City service.

- B. Employees on any approved leave but in a pay status on the day the holiday is observed must use the holiday on the day it is allowed.
- C. Employees required to work on a holiday shall be compensated at their -day's pay plus eight (8) hours (or ten (10) or twelve (12) hours where the employee is regularly scheduled for a ten (10) or twelve (12) hour day) at one and one half (1 ½) times their regular hourly rate. However, where an employee is called back on a holiday, the employee shall be paid the call back pay in lieu of the holiday pay for the hours covered by the call back pay (no pyramiding of holiday and call back pay).
- D. When a holiday falls on an eight-hour shift employee's regular day off, the employee will receive holiday pay. Effective upon ratification, when a holiday falls on a weekend day or a day off for an employee regularly scheduled for a ten (10) or twelve (12) hour shift, the next or prior scheduled work day shall be observed as a holiday for qualified employees as outlined in Subsection ASection 1 (B) above.

**Article 22 - Leave**

**Section 1 - ~~Annual Vacation~~ Leave and Termination Pay**

- A. ~~Annual Vacation~~ Leave shall be charged in one-half (½) hour increments; employees shall be charged eight (8) hours of ~~annual vacation~~ leave per day, unless the employee works a ten (10) hour day, in which case such employee shall be charged ten (10) hours per utilization. However, in the case where an employee has less than ½ hour in an “old” bank, employee may utilize the remaining balance, plus any other amount from the “new” bank to cover the absence.
- B. Upon termination, resignation with a minimum of two weeks’ notice, retirement or death, all unused annual vacation leave up to a maximum of 160 hours will be paid to the employee or beneficiary at the regularly scheduled rate.
- C. Employees shall be required to use a minimum of forty (40) hours of annual leave during each year based on the anniversary date of hire. Failure to do so shall result in the Employee forfeiting the hours, up to forty (40), not used during each year.
- D. Vacation Leave Time

- 1. ~~After the completion of probationary period~~ Upon hire, an ~~permanent~~ employee shall be qualified to receive vacation leave in proportion to the allocated weekly hours for the position class of assignment, for full days accumulated, as below. Bargaining unit employee shall be entitled to one (1) day additional leave for each year after twenty (20) years of completed service.

Hours of Vacation Leave Time – 40 hour week

80 hours	1 year of service
88 hours	2 years of service
96 hours	3 years of service
104 hours	4 years of service
112 hours	5 years of service
120 hours	6-8 years of service
128 hours	9-11 years of service
136 hours	12-14 years of service
144 hours	15-19 years of service
160 hours	20 or more years of service

- 2. In circumstances where a supervisor plans to deny a vacation request, the supervisor shall contact the City Manager prior to denying the request to discuss the reason(s) for the vacation denial. If the City Manager determines that the reason(s) given do not justify the

vacation denial, the employee shall be advised of the City Manager's decision by the supervisor and the employee shall be entitled to take the requested vacation.

3. Only earned vacation leave may be taken.
4. Vacation leave shall be scheduled by and approved by the Department Head or designee or immediate supervisor or designee, as far in advance as possible but no less than twenty-four (24) hours in advance of time requested except in cases of emergency. Vacation time shall be scheduled in accordance with the employee's request, with length of service taking precedence where more than one employee requests the same time off, and with due consideration given to the requirements of maintaining the services the department renders. Vacation time must be approved in advance by the appropriate Department Head or designee or immediate supervisor or designee.
5. Changes in the scheduling of vacation leave can only be made with the prior approval of the Department Head or his designee.
6. If the observance of an official holiday shall fall within the period of vacation leave being taken by an employee, it shall not be charged against the employee's accumulated vacation leave.
7. Accumulated vacation leave may also be used for:
  - a. Absence(s) occasioned by illness or injury of a member of the employee's household.
  - b. Absence(s) where personal obligations must be taken care of during an employee's assigned hours of duty.
  - c. Absence(s) where an employee's religious convictions require observance during employee's assigned hours of duty.
  - d. Sick leave, where regular accumulated sick leave days have been used up; however, sick leave shall not be used for vacation leave.

## **Section 2 - Sick Leave**

A. GENERAL. Sick leave is a benefit provided by the City for permanent employees so that they may have paid time off when they are unable to report for duty by reason of illness, injury and/or periods of stress, occasioned by other than causes arising out of employment in the City.

B. USE OF SICK LEAVE.

1. Sick leave shall be allowed only in the case of:
  - a. Actual disability arising from illness and/or non-work related injury.
  - b. Medical, dental, or eye treatment or examination, for which arrangements could not be made outside the employee's assigned hours of duty.
  - c. Periods of stress occasioned by serious illness and/or injury of an employee's wife or husband, grandparents, mother, father, sister, brother, daughter, son, step-parent, step-sibling, ward, or domestic partner, for all reasonable and necessary time up to and including three (3) consecutive working days. The relationships given shall include those arising from marriage or adoption, or guardianship established by court action.
2. Accumulated Sick Leave Accounts may be used for treatment and/or prescribed recovery pertaining to a serious illness or medical procedure which exceeds three (3) consecutive days of the employee's normal schedule.
3. The Current Sick Leave Account shall be the initial account that time is charged from for payroll purposes. Upon the written request of the employee and documentation from the physician who is administering the care, the Current Sick Leave Account may be credited from the Accumulated Sick Leave Account balance (if any exists) up to the amount of the sick leave used or the time prescribed for the treatment or recovery for which the employee will need to be off of his/her normal work assignment.
4. The approval of the request shall be subject to the approval of the employee's supervisor. If the employee has been directed by his physician for treatment or an operation, the notification and approval request shall be in advance of the actual treatment or operation. If the treatment or operation is of an emergency nature, the notification and approval request shall be made as soon as practical by the employee or his immediate family.
5. If time has been transferred from the Accumulated Sick Leave Account and the Current Sick Leave Account has a balance at the employee's anniversary date, the Accumulated Sick Leave Account shall be credited from the Current Sick Leave Account up to the number of hours transferred into the Current Sick Leave Account per the above request and subsequent approval.
6. If after the transfer back to the Accumulated Sick Leave Account has occurred, a balance remains in the Current Sick Leave Account, the normal procedure for splitting the Current Sick Leave Account shall be followed.
7. When an employee's accumulated sick leave allowance and/or accumulation in any year and credited retained sick leave, where approved, have been used up, the employee may

elect to use accumulated vacation leave. Permanent employees who have used all current accumulated and retained sick leave may apply to participate in the ~~sick leave bank~~Voluntary Sick Leave Donation Program.

8. When sick leave(s) as in "7" above, and vacation leave have been used up, the employee may be placed on leave of absence without pay.

C. SICK LEAVE ALLOWANCE - ~~After three (3) months, a new employee shall be eligible to receive two (2) days of sick leave and have these days available for use. Thereafter~~Upon hire, the employees shall accumulate sick leave at the rate of one (1) day per month.~~At the end of the twelfth month, the employee shall receive four (4) more sick days for a total of twelve (12) days for the first year~~ or ninety-six (96) hours per year. Sick leave will consist of one (1) single leave bank.

D. Unused sick leave shall be accumulated with no maximum limit.

E. Unused sick leave will be retained, but not accrued, when an individual is laid off. If the laid off employee is reinstated within the recall period, unused sick leave will be reactivated.

F. Upon ~~pension qualifying (age + years of service) retirement, an employee will be paid for all sick leave up to two hundred (200) hours at fifty percent (50%) of his rate of pay.~~

~~1. Pension qualifying retirement means:~~

~~a. A participant who retires prior to October 1, 2015, and has:~~

~~1) Twenty (20) continuous years of service; or~~

~~2) His/Her years of service, when added to his/her age, equals or exceeds seventy five (75), provided that the participant has at least ten (10) years of service.~~

~~b. A participant who retires on or after October 1, 2015, and has:~~

~~1) Ten (10) or more years of continuous service with the City and sixty five (65) years of age or older; or~~

~~2) Thirty (30) or more years of continuous service with the City and fifty five (55) years of age or older.~~retirement in the City's Pension Plan, including the Cash Balance Plan: employees with less than twenty (20) years of service will be paid for all sick leave up to two hundred (200) hours at fifty-five percent (55%) of the regular rate of pay; employees with at least twenty (20) years of service but less than thirty (30) years of service will be paid for all sick leave up to two hundred (200) hours at sixty five percent (65%) of the regular rate of pay;

employees with thirty (30) or more years of service will be paid for all sick leave up to two hundred (200) hours at seventy-five percent (75%) of the regular rate of pay.

“Retirement” is described as the following:

(1) A participant hired prior to October 1, 2010:

(a) Age 65 with 10 years’ service

(b) Age 55 with 30 years’ service

(c) Rule of 80

(2) A participant hired on or after October 1, 2010:

(a) Age 65 with 10 years’ service

(b) Age 55 with 30 years’ service

#### G. APPROVAL

1. A physician’s certification as to the nature of and probable duration of the need for any use of sick leave may be required.
2. Sick leave may be approved for up to three (3) consecutive working days by the Department Head without requiring a physician’s certification.
3. A sick leave of more than (3) three consecutive working days may require a physician’s certification. Additionally, the certification of the licensed physician as to the nature of the disability, and as to whether or not the employee is in condition to return to his-the employee’s regular duties without hazard to the employee or to others may be required at the discretion of the Department Head.
4. The Department Head may require that an employee be examined initially by the licensed physician, and, if deemed necessary, also by a physician designated by the City at the City’s expense, before an employee on sick leave is returned to duty, to determine if the employee is in condition to return to his-the employee’s regular duties without hazard to the employee or others. If any employee chooses his/her/their own doctor, it will be at the employee’s own expense.

#### H. NOTIFICATION

To be placed on sick leave the employee shall be responsible for notifying his immediate supervisor, the Department Head or his designee. Unless an emergency condition exists as determined by the employee’s immediate supervisor, notice shall be given as soon as possible but no later than thirty (30) minutes before the start of the employee’s assigned hours of duty. Information shall be given as to the reason(s) for the absence, its probable duration, and other related data. Thereafter, notification shall be daily for the next four (4) consecutive working

days, and weekly thereafter. It shall be the employee's responsibility to keep Department Head informed.

Where such notification and information are not received, the Department head shall not authorize payment for absence on sick leave. Such absence shall be recorded as unauthorized and without pay.

I. CERTIFICATION

1. The employee shall be responsible for providing medical certification(s), as required.
2. Payments for absence on sick leave may be withheld until required medical certification(s) are provided.
3. The Department Head shall make such investigations and inquiries as shall be found to be desirable.

J. PAYMENT

1. Payment shall be made only for the approved sick leave, and shall be at the employee's regular straight time rate of pay as of the last day worked before the start of such period of leave.
2. Payment shall be made only for a working day for which the employee otherwise would have received pay; no payment shall be made for any time for which the employee otherwise receives pay.
3. An official holiday occurring during an approved sick leave shall be paid for as such; no charge shall be made against any sick leave for such holiday.
4. ~~Charged Charges~~ against allowed, accumulated accredited sick leave shall be in units of one-half ( $\frac{1}{2}$ ) hours. However, in the case where an employee has less than  $\frac{1}{2}$  hour in the "Current Sick Leave Account", employee may use the remaining balance of the Current Sick Leave Account and then use the Accumulated Sick Leave Account (if any exists) up to the amount of the sick leave used or the time prescribed for the treatment or recovery for which the employee will need to be off of his/her normal work assignment to cover the absence.
5. Where allowed, sick leave is used for other than authorized purposes, the time off shall be without pay; the employee shall also be liable to disciplinary action.
6. Separation from the City shall cancel all unused sick leave allowed.

- a. An employee on leaving the City by retirement shall be paid as in “~~JF~~- 1” above, for any unused retained sick leave credited; and
  - b. At the death of an employee before retirement, payment as in “~~JF~~-1” above, for any unused retained sick leave credited, shall be made to the employee’s designated pension beneficiary, or in the absence of such designated beneficiary, to the employee’s estate.
7. Employees who return to the City up to one (1) year from the date of a layoff shall be credited with all sick leave he had prior to being laid off, provided such employee shall not accumulate sick leave during the layoff.

K. COVID VOLUNTARY VACCINATION PERFORMANCE INCENTIVE

1. COVID-19 vaccines have been approved by the US Food and Drug Administration (FDA) and are readily available to all adults. As such, a one-time Voluntary Vaccination Performance Incentive is hereby implemented to encourage employees to get vaccinated against COVID-19. This Incentive is based on guidance from the Centers for Disease Control and Prevention (CDC), the Equal Employment Opportunity Commission and is designed to comply with all applicable federal, state, and local laws.
2. The CDC has found that COVID-19 vaccines are highly effective at preventing individuals from getting sick with COVID-19 and experiencing the most severe consequence of the disease. While the Incentive is designed to encourage employees to get vaccinated if it is safe for them to do so, this is strictly voluntary and the decision whether to get vaccinated or not is entirely the employee’s and each employee should work with their health care provider to determine if the vaccination is appropriate for their medical circumstances.
3. This Voluntary Vaccination Performance Incentive is a key part of an overall strategy and commitment to maintaining a safe and healthy workplace in light of the COVID-19 pandemic. This Incentive is designed for use together with, and not as a substitute for, other COVID-19 prevention measures, including wearing face coverings, social distancing, sanitizing work areas and proper handwashing hygiene.
4. All employees are eligible for this one-time Incentive. The Incentive is one vacation day added to the employee’s vacation leave bank (the hours shall be based on the employee’s normal scheduled work hours—e.g. 8, 10 or 12 hour shift).
5. To obtain the Incentive, employees must show proof of being fully vaccinated with a COVID-19 vaccination to Human Resources during the forty five (45) calendar days immediately following ratification of this Agreement by the City Commission. While the



proof must be provided during the forty five (45)-day performance evaluation period immediately following ratification by the City Commission, the employee's vaccination dose(s) may have occurred at any time so long as the employee is "fully vaccinated" at the time the proof is submitted. Employees who voluntarily submit such proof during the performance period shall be deemed to have satisfactorily met the City's expectations with meeting their responsibilities in the City's COVID-19 prevention efforts. "Fully Vaccinated" means 14 days after receiving the second dose of the Pfizer or Moderna vaccine, or the single dose of the Jansen (Johnson and Johnson) vaccine.

6. Any employee who does not provide proof of being fully vaccinated during the performance evaluation period shall be deemed to have not met the requirements of the Voluntary Vaccination Performance Incentive program and will forfeit the opportunity for the performance Incentive. Notwithstanding the performance-based nature of this Incentive, this program will not be included in or considered as part of the City's annual evaluation program.

~~4-7.~~ Employees who believe they need an accommodation regarding this Incentive because of a disability or religion are responsible for requesting a reasonable accommodation from Human Resources within the forty five (45)-day performance period.

### **Section 3 - Funeral Leave**

An employee, during the period of stress caused by the death of an employee's wife or husband, mother, father, grandparents, sister, brother, daughter, son, grandchild, mother-in-law, father-in-law, aunt, uncle, brother-in-law, sister-in-law, grandparents of spouse, domestic partner, domestic partner's parents, domestic partner's children, or legal guardian, shall be allowed time off with pay for all reasonable and necessary time up to and including three (3) consecutive working days. The relationships given shall include those arising from marriage or adoption. Up to two (2) additional working days not charged against any other leave may be granted at the sole discretion of the Department Head if the funeral is out of state.

### **Section 4 - Court Leave**

- A. JURY DUTY - An employee shall be allowed the necessary time off with pay for jury duty, upon presentation of a lawful notification.
- B. WITNESS DUTY - The Department Head shall allow an employee the necessary time off with pay to appear as a witness, upon seeing the subpoena or directive from a lawful authority; provided, this shall not include any appearance in court as a result of alleged violation of law by the employee, or involving litigation in which the employee is a principal. Where the court appearance is required as a result of the alleged violation of law by the employee or involving litigation in which the employee is a principal, vacation leave or leave of absence without pay may be approved by Human Resources for such purpose(s).

- C. Employees released from court during normal work hours shall report to work if such employee is released from court more than two hours (2) from the end of the normal workday.
- D. Shift employees may, if they so desire, be scheduled for Saturday & Sunday off, and Monday through Friday on the day shift for the period of jury duty. Such change in schedule shall be at no loss of differential pay.

#### **Section 5 - Conference Leave**

The employer may grant leave with pay for up to seven (7) days, together with travel expenses in order that employees may attend conferences, schools and similar events designed to improve their performance. The employer may grant additional days upon written request from the employee.

#### **Section 6 - Military Leave**

- A. NATIONAL GUARD DUTY LEAVE – The City will grant military leave to employees with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and Florida Statutes, Chapter 115 and Section 250.48.
- B. MILITARY RESERVE DUTY LEAVE – The City will grant military leave to employees with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and Florida Statutes, Title XVII, Chapter 250.48.

#### **Section 7 - Leave Without Pay/Leave of Absence**

- A. The City shall provide Family Leave consistent with the applicable law.
- B. General
  - 1. A leave of absence is authorized absence of any employee from assigned duty for a definite period of time without pay, because of necessity, not covered by leave any other basis.
  - 2. No leave of absence, or extension thereof shall be for a period of more than three (3) calendar months, unless the Department Head shall find such longer period of leave of absence consistent with the best interest of the City.

3. An employee while on leave of absence of more than twenty (20) working days shall not accumulate service time for any purpose. Said leave of absence shall result in corresponding adjustment of anniversary date classification.
4. Insurance coverage(s) for a permanent employee while on authorized leave of absence will be maintained by the City for a period of such leave, up to a maximum of three (3) calendar months.
5. A City employee while on authorized leave of absence shall pay all insurance premiums for the employee, if any, and any dependent(s) at least monthly, if the employee desires to keep such coverage(s) in effect.

C. REQUEST

1. A written request for leave of absence shall be given to the Department Head by the employee, stating:
  - a. The reason(s) for such request;
  - b. The starting date of such leave;
  - c. The date of return of duty.
2. Such request shall be supplied at least ten (10) working days before the requested starting date of such leave, unless the Department Head, because of extenuating circumstances, shall agree to accept a shorter period of notice.
3. In considering a request for a leave of absence, the employee's service record, length of service, experience and the requirements of the Department for the period of the requested leave shall be taken into account.
4. Any extension of leave of absence shall be requested in writing as in "C-1" above. Thereafter the procedure for handling such requested extension shall be the same as for an original request.

D. RETURN

1. Return to work after leave of absence shall be subject to availability of work, and where more than one employee is involved, shall be in order length of prior service in the position class in the department, other considerations being equal; unless the Regulations governing suspension, lay-off or dismissal shall apply.

2. Where the employee desires to return to duty before the final date of the approved leaves of absence, the employee shall give the Department Head at least five (5) working days' notice and have the approval of the Department Head, unless the Department Head, because of extenuating circumstances, shall agree to accept a shorter period of notice, and as may be found to be in the best interest of the City.
3. Any employee who shall fail to return to work on or before expiration date of a leave of absence without notifying the Department Head and making arrangements satisfactory to the Department Head shall be deemed to have resigned without notice and be terminated from the City.

### **Section 9-8 - Union Leave**

- A. The Union may designate three (3) representatives as members of the bargaining team. These members may be permitted reasonable time to carry out their duties at the bargaining table.
- B. The Union may create a pool of time to be known as the Union Time Pool and each employee shall be allowed to voluntarily contribute in minimum units of eight (8) hours, their holiday and vacation time for Union business upon approval of the Union Executive Director or designee. Request for such time off shall be made to the Department Head in writing and submitted five (5) calendar days prior to the time of such requested time off, providing that when it is impossible (through no fault of the Union) to submit written five (5) days' notice, the request shall be submitted orally and later confirmed in writing. The City agrees to administer the time pool and individuals on the Union business are to be paid as usual by the City.

1. The Union agrees to pay the City at their base rate.

2. All contributions to the Union Time Pool shall be made twice annually during the months of October and April.

### **Section 9 – Bonus Hours**

- A. All employees are eligible to receive two (2) bonus hours for continuous attendance at work every three (3) months (October through December, January through March, April through June, and July through September) when the employee has not used sick leave and has not been absent from work other than approved paid leave during the previous three (3)-month period.
- B. Bonus hours shall be added to the employee's vacation leave bank and subject to the provisions set forth for the use of vacation leave.

**Article 23 - Alcohol and Substance Abuse Policy (~~New October 1, 2003. Effective upon ratification by parties.~~)**

~~Refer to attach Memorandum of Understanding between the parties dated April 10, 2007 (attached hereto).~~

~~Employees are subject to the City's Drug Free Workplace Policy set forth in the Employee Personnel Policies Handbook as amended from time to time. The City retains the right to test employees for alcohol and controlled substances in accordance with applicable State and Federal law, including, but not limited to, those regulations promulgated by the Federal Highway Administration and Department of Transportation for DOT-covered CDL drivers of commercial motor vehicles.~~

**Section 1 - ~~Rights of the City and the Employee~~Grieving Reasonable Suspicion**

~~The City recognizes that City employees are not immune from the problems which face society in general. The problems of alcohol and substance abuse have become widespread throughout our community and nation. The purpose of this new policy is to reduce and hopefully eliminate alcohol and drug abuse by employees, while also recognizing the right of employees to privacy and protection from searches of any kind, which are inherently intrusive, and which should not be undertaken except for real problem situations. This policy is intended to be corrective rather than punitive in application. Employees found to have an alcohol or substance abuse problem will be given one opportunity for rehabilitation before termination from employment is imposed unless, however while under the influence the employee violates a policy that would normally substantiate termination. Random drug testing may be conducted consistent with the law (e. g., safety sensitive personnel).~~

**Section 2 - ~~Alcohol/Substance Abuse Prohibited~~**

~~All City Employee shall:~~

- ~~A. Refrain from impairment for duty by use of alcohol and/or a controlled substance;~~
- ~~B. Not use any controlled substance on or off duty not prescribed for use by a licensed physician;~~
- ~~C. Not possess prescription substances, other than their own, and shall not dispense or sell any controlled substance on duty; and~~
- ~~D. Refrain from using a prescribed medication on duty in a manner that does not substantially conform to the direction of the prescribing physician. Said use shall not result in the employee's impairment while on duty.~~

**Section 3 - ~~Voluntary Assistance Program~~**

~~On one (1) occasion, employees who voluntarily seek help for an alcohol or substance abuse problem will be given whatever assistance possible in being placed in an alcohol substance abuse program approved by the City and the Union until the approved program administrator is able to state that the employee has been successfully rehabilitated. This one opportunity to receive voluntary assistance shall not constitute the first drug/alcohol event for the purpose of discipline. The City, however, will not pay for this program. However, the employee may elect to utilize their EAP and insurance benefits. While in the program, the employee may use his sick leave, vacation time, LWOP, or other leave as authorized by law, if it is necessary to take time off. The employee will also be allowed to return to work upon successful completion of the program or as soon as the clinical program director releases the employee for work, whichever occurs first, but with no loss of status consistent with City policy.~~

#### **Section 4—City's Right to Test for Alcohol/Substance Abuse**

##### **A.—Reasonable Suspicion Drug Testing**

- ~~1. All City employees are subject to the least intrusive scientifically accepted method to render the result for the suspected substance, if the employee has acted in violation of Section 2 of this Article. If a determination is made that an employee is to be tested pursuant to this provision, the employee will be placed on administrative leave until the results of the drug and/or alcohol test is completed and results conveyed to the employer.~~
- ~~2. In order for an employee be subject to the least intrusive scientifically accepted method to render the results for the suspected substance the Department head (or designee) must;
  - ~~a. Give the employee and Union written notice (given written notice to the Union shall not delay receipt of drug and/or alcohol testing by the employee) in sufficient detail of the facts which led to the employee being subject to blood testing and/or you urinalysis; and~~
  - ~~b. Have reasonable suspicion, based on specific objective facts, that the employee has abused alcohol and/or a controlled substance as prescribed in Section 2 of this Article. Reasonable suspicion of alcohol/substance abuse must be certified by the Department Head (or designee) and, whenever possible, a corroborating witness. Consistent with law, employees may be randomly tested (safety sensitive personnel).~~~~

##### **B.—Procedure for Positive Screen**

- ~~— In accordance with State and Federal law, guidelines and Rules (as amended) when an employee tests positive, the MRO (Medical Reviewed Officer) is the only certified person to notify that employee and employer. The MRO notifies the employee immediately upon the laboratory's~~

~~confirmation to him/her and then the MRO notifies the City and the Collector. The employee must contact Human Resources/Risk Management immediately. HR makes an appointment for the Employment Assistant Program Director (EAP), and has the employee sign a Release. The employee must remain in the EAP Program for their prescribed duration. The employee may return to work upon successful completion of the program. If post-completion of treatment is prescribed, it is the employee's responsibility to pay for those visits, as well as the initial program. All visits/classes are to be scheduled after working hours.~~

- ~~C. Upon obtaining a waiver of confidentiality from the involved employee an Union representative may accompany an employee to the collection site and follow chain of custody until the sample is sealed and initialed by the collector.~~

### **~~Section 5—Grieving Reasonable Suspicion~~**

~~If an employee disputes the Department head's certification of reasonable suspicion, the employee must, nonetheless, submit to blood/ urinalysis test as ordered by the Department head, while simultaneously filing a grievance over the order. Such grievance may be immediately arbitrated under the expedited arbitration rules of the Federal Mediation and Conciliation Services. Pending the arbitrator's decision, which shall be final and binding, the blood/urinalysis sample shall be frozen. Refusal to submit to testing is grounds for termination from employment.~~

### **~~Section 6—Blood/Urine Tests~~**

- ~~A. In testing for presence of alcohol, the City shall utilize a generally accepted testing procedure which produces quantitative results showing the amount of alcohol present in the blood or urine. A blood/alcohol measurement of .08 or greater is evidence of impairment.~~
- ~~B. In testing for the presence of a controlled substance, the City shall in the first incident utilize an immunochemical assay or radioimmunoassay test (i.e.,EMIT) or current scientifically accepted testing methods on the employee's urine. If the initial test is positive for a controlled substance, the same urine specimen shall be subject to a further testing using a scientifically accepted testing method for verification. A portion of the urine sample shall be retained for a second verification test as provided herein. If both the initial test and the verification test are positive for the controlled substance, the employee shall be notified of the results by the City's MRO. In order to timely provide such notification, the employee shall be required to contact, by telephone or in person, the Human Resources Director (or acting Human Resources Director), immediately upon hearing from the MRO.~~
- ~~C. A reliable state licensed clinical laboratory shall conduct all blood/urine tests.~~

- ~~D. After the employee signs a waiver/release the appropriate designated Union representative, shall be notified within twenty four (24) hours that the results of the blood/alcohol test and the second verification sample or finalize.~~
- ~~E. The City shall keep the results of any testing confidential, except as to disclose to the Department head, City Manager, and the employee. Furthermore, any results of positive testing, which are later refuted, shall have affixed hereto the subsequent refutation.~~

### **~~Section 7—Rehabilitation~~**

~~In the event that the results of the blood/alcohol test or second urine verification test are positive, the employee will, immediately contact the City's Employee Assistance Program (EAP) and enter and remain in an alcohol/substance program approved by the City and the Union until the approved program administrator is able to state that the employee has successfully completed the treatment protocol. The employee will be allowed to return to work upon successful completion of the program or soon as the clinical program director releases the employee to work, whichever comes first, with no loss of status consistent with City policy.~~

~~If the employee fails to complete the treatment program, he or she will be terminated from employment. The employee may use accrued leave while in the rehabilitation program, or take leave without pay.~~

~~If the employee fails to enter the program or fails or cannot be rehabilitated, the employee shall be terminated from employment.~~

### **~~Section 8—Recurring Alcohol/Substance Abuse~~**

~~If an employee subsequently test positive for alcohol/substance abuse at any time, the employee shall be terminated from employment.~~

### **~~Section 9—Discipline Pending Rehabilitation~~**

~~On one (1) occasion an employee shall not be disciplined pursuant to Section 2 for alcohol/substance abuse if prior to violating this policy, the employee enrolls in and successfully completes the rehabilitation program. However, employees who are under the influence while on duty may be disciplined with a maximum suspension of two (2) days. Additionally, this Section does not prevent the City from disciplining the employee for the consequences of their alcohol/substance abuse (e.g., absenteeism).~~



## Article 24 – Benefits

- A. The City shall furnish health insurance for all employees at no cost to the employee.
- B. For employees selecting dependent coverage from any plan offered, the City shall contribute no less than 50% of the premium per month toward family coverage (if applicable). The employee shall be responsible for the remaining portion of the monthly premium.
- C. The City will provide a minimum of a twenty-five thousand dollar \$25,000 Life Insurance Policy or greater amount is so provided to other bargaining units in the City.
- D. Workers' Compensation shall be provided consistent with Florida State Law.
- E. Travel, employee training and development shall be provided consistent with this Agreement.
- F. The City shall provide liability coverage for all employees to the extent provided by law.
- G. ~~G.~~—During the term of this agreement, the City shall make available to eligible employees, a single individual and dependent health insurance program selected by the City. The City reserves the right to change the plan benefits and carriers or enter a self-insurance program if and when it deems necessary. Before implementing any changes in the health insurance program, the City will consult with the Union, not to bargain the substance or impact but to inform the Union of the proposed changes and to solicit input from the Union. Prior to the annual open enrollment period, a joint labor/management committee will be formed to make recommendations regarding the City's employee health insurance program, including carrier or third party administrator, coverage options, or other terms and conditions. Union representatives shall be appointed by the Union President; the findings of the committee shall be in the form of advisory recommendations to the City Manager and the City Commission. The City at its discretion may offer several options of health coverage.
- H. Employees required by the City to maintain a CDL license shall have the renewal cost of the license paid for by the City.

## Article 25 – Evaluations

Evaluation shall be directed to identify strengths as well as weaknesses.

- A. An Union member may be required to evaluate a bargaining unit member, subject to review and sign off of the appropriate supervisor. Bargaining unit members will be required to attend training sessions on writing and giving effective performance feedback.
- B. Employees shall be evaluated upon completion of their probationary period and annually thereafter. Probationary employees shall be evaluated quarterly or when Department Heads deem it necessary for unscheduled evaluations. Employees have the right to request the Union to be present at any meeting between the employer and employee if that meeting is for the purpose of discussing the employee's less than satisfactory performance.
- C. It is the City's intent to create and implement an electronic City-wide performance evaluation tool. Upon the adoption of a uniform and objective electronic evaluation performance ~~and~~ instrument each individual shall be informed of criteria and procedure used in the evaluation process. During the Term of this Agreement, the Performance Evaluation will not impact wages or be used to determine wage rates or increases.
- D. Subsequent to completion of the performance appraisal instrument, bargaining unit members may be asked to periodically provide self-assessment with respect to established goals, targets, metrics and/or standards.
- E. The employee shall have the right to submit a written statement to be attached to the written evaluation.
- F. The employee shall be provided a copy of the evaluation at the time it is signed by ~~him~~ the employee acknowledging receipt.
- G. If an employee receives a less than satisfactory rating the evaluator shall:
  - 1. Identify in writing specific deficiencies of the bargaining unit members.
  - 2. Provide in writing specific suggestions for improvement; and set a reasonable time limit for improvement.
  - 3. Meet periodically (not less than once a month) for the purpose of discussing progress towards satisfactory performance.

## Article 26 - Training and Education

**A. POLICY** - 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.

**B. BENEFITS**

1. Tuition Reimbursement. The City shall reimburse permanent employees' tuition costs for coursework pre-approved by the Department Director, properly budgeted, and related to their job or leading to a degree relating to their job, based on performance, according to the following schedule:

Reimbursement Schedule:

Grade A - 100%

Grade B - 75%

Grade C - 60%

2. Reimbursement shall not be paid for grades of D or lower and shall exclude costs for books and materials. Classes offering only Pass/Fail grading shall be reimbursed one hundred percent (100%) for achieving a passing grade.

**C. ANNUAL MAXIMUM REIMBURSEMENT** – Total annual cost to the City shall not exceed \$1,000 per fiscal year per employee, subject to availability of funding, and the tuition reimbursement will not be given to those employees who qualify for similar benefits under any other tuition refund or incentive program, policy or agreement.

**D. REPAYMENT OBLIGATION** - Employees receiving reimbursement under this program will be obligated to remain in the employ of the City for a minimum of one year following completion of coursework. Employees separated from City service prior to the expiration of the year following tuition reimbursement will refund the cost of tuition reimbursement received for their coursework completed during the prior year through deductions from their final payroll check. Employees laid off during this period shall be excluded from this obligation.

**E. APPLICATION** - Employees desiring to participate in the City of Lake Worth Beach Employee Tuition Program shall, on or before May 1 of each fiscal year, submit to their Department Head a statement of intent to make application for the Tuition Refund for the following fiscal year. Then, during the following fiscal year, the employee shall submit to their Department Head one copy of an "Application for Tuition Refund" no later than five (5) days prior to the close of

registration for the course. Department heads will affix their recommendation and forward the application to the City Manager, who will coordinate the program, if approved and budgeted.

- F. REIMBURSEMENT** - All approved applicants will submit a request for reimbursement along with tuition receipts and official grade notification through their Department Head to the City Manager no later than thirty (30) days from the receipt of grades. The City Manager will authorize payments under this program. Persons who are candidates for certificates or degrees must also submit a statement from their Academic Department Chairman, indicating the title of the degree or certificate sought and the field of specialization, if this is not already indicated on the official grade.
- G. Certification/Degree Pay** - Bargaining unit employees that are required by the City in writing to attain accreditation and certification beyond the minimum qualifications for the position for performance of their duties, ~~i.e., mechanics, spray technicians, etc.~~, shall receive a five percent (5%) increase in addition to their normal salary. Additionally, employees that are directed in writing to obtain an advanced degree which the City pays for and benefits from such education, ~~an accreditation or certification~~, such employee(s) shall receive a five percent (5%) increase in salary, provided that such degree, ~~accreditation or certification~~ is not a minimum qualification for the position the employee holds. Prior to the aforementioned increase, the employee is required to provide Human Resources with a copy of the written directive issued by the Department Director with the Human Resource Director's approval to attend/obtain such degree or accreditation/certification as well as documentation of the degree, accreditation, and/or certification awarded.

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The accreditations and certifications contemplated by this section are intended to reward advanced training that carries employees' skills beyond the ordinary and shall not be used for certificates of participation, routine training, equipment demonstrations and training, training provided by the Human Resources department, safety training or exercises and the like.

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The parties recognize that accreditations and certifications are difficult to generally describe to account for all circumstances. For that reason, the parties agree the following certifications/accreditations shall qualify for Certification Pay when required by the City in writing and the certification/accreditation is beyond the minimum qualifications for the position for the performance of their duties:

- National Institute for Automotive Service Excellence (ASE) for mechanics
- Certifications and Licenses based on Pesticide Use (Public RUP Applicator License; Commercial RUP Applicator License; Public Health Pest Control License; Commercial Pest Control Operator Certification; Limited Lawn & Ornamental Certification; Limited Structural Certification) (if multiple certifications are directed, 5% increase for each)
- Florida Association of Code Enforcement (FACE) certification (for each level)
- System Operator NERC Certification

- AICP – American Institute of Certified Planners
- BOAF certifications – Building Officials Association of Florida
- Inspectors and Plans Examiners certified by State of Florida DBPR
- FABTO Statewide Certification – Florida Association of Business Tax Officials
- IgCC Plans Examiner; IgCC Plans Examiner with ASHRAE 189.1; IgCC Commercial Inspector; IgCC Commercial Inspector with ASHRAE 189.1; and Green Building-Residential Examiner– International Code Council
- RA – Registered Architect licensed by the State of Florida DBPR
- Registered Landscape Architect licensed by the State of Florida DBPR
- State of Florida Emergency Medical Technician I Certification
- Certified Parks and Recreation Professional (CPRP) through the National Recreation and Park Association
- Certified Playground Safety Inspector (CPSI) through the National Recreation and Park Association
- Society of Human Resources Management Certified Professional or Senior Certified Professional (SHRM-CP or SHRM-SCP)
- Human Resource Certification Institute Senior Professional in Human Resources (SPHR) or Professional in Human Resources (PHR)
- Certified Public Finance Officer through the Government Finance Officer Association
- International Public Management Association for Human Resources Certification (IPMA-CP or IPMA-SCP)
- Certified Municipal Clerk or Master Municipal Clerk through the International Institute of Municipal Clerks (IIMC), which may be obtained through the Florida Association of City Clerks
- International Society of Arboriculture (ISA) Certification
- State of Florida Backflow Prevention Assembly Tester Certification for Plumbers

The parties anticipate updating job descriptions to include some of the above certifications as minimum job qualifications. For those positions, on the first full pay period after the job descriptions are implemented, employees presently receiving the Certification Pay will have such pay rolled into the base salary and the Certification Pay will no longer be a separate pay category.

**Article 27 – Salaries**

**Section 1 – Contract Term**

This agreement shall remain in effect through September 30, ~~2021~~2024, after a majority of those bargaining unit members voting on the question of ratification and thereafter, upon its ratification by the City Commission ratifying the Agreement and execution of the Agreement by the City. The Agreement, upon being ratified by the appropriate Union Representatives and ratification of the City official(s) becomes effective.

**Section 2 – Wage Increases During Term of Contract**

~~(A) All bargaining unit classifications shall receive an increase in base pay effective as follows: Effective upon ratification by both parties, all bargaining unit classification shall receive an increase in base pay of 2.5% effective October 1, 2019. A 3% increase in base pay will be effective October 1, 2020.~~

<del>First full pay period after ratification by both parties that also occurs on or after October 1, 2021</del>	<del>The following classifications shall have the minimum of the salary range specially adjusted to:</del> <ul style="list-style-type: none"><li><del>• FT Lifeguard: \$19.894/hour</del></li><li><del>• Lieutenant Lifeguard: \$22.045/hour</del></li></ul>
<del>First full pay period after ratification by both parties that also occurs on or after October 1, 2021</del>	<del>• 3% increase in base pay for all employees for all employees, including the special adjustments listed above</del> <ul style="list-style-type: none"><li><del>• Additional increase to minimum of \$15.00 for all positions paid below \$15.00 after the 3% increase in base pay</del></li></ul>
<del>October 1, 2022</del>	<del>3% increase in base pay for all employees</del>
<del>October 1, 2023</del>	<del>3% increase in base pay for all employees</del>

**(B) One-Time Signing Incentive**

~~In the 2021/2022 fiscal year, each bargaining unit member shall receive a one-time signing incentive, equal to the gross net amount of \$2,000.00, less applicable withholdings/deductions, provided that the employee: (1) is employed on the effective date of this Agreement upon ratification by both parties; and (2) on the date of payment. The signing incentive shall be paid within thirty (30) days of ratification by both parties.~~

**Section 3 Longevity Bonus**

Upon reaching five (5) years of service, full-time, permanent employees will receive \$375. This will be received annually and increased annually by \$75 after five (5) years of service to a maximum of \$1,500 annually. For example:

5 years	\$375
6 years	\$450
7 years	\$525
8 years	\$600
9 years	\$675
10 years	\$750
11 years	\$825
12 years	\$900
13 years	\$975
14 years	\$1,050
15 years	\$1,125
16 years	\$1,200
17 years	\$1,275
18 years	\$1,350
19 years	\$1,425
20 years or more years	\$1,500 each year thereafter

**Section 4 – Emergency Preparedness**

Employees shall be eligible for pay under the City’s Hurricane and Emergency Preparedness Policy, shall be paid in accordance with the policy as amended from time to time. The City will provide the union a copy of any amended policy within 30 days of the changes being made. Emergencies are determined and declared in the sole discretion of the City and generally exclude public health emergencies (with the exception of those determined in the sole discretion of the City to have imminent and significant negative local impact).

Notwithstanding the foregoing, Essential Non-Exempt employees who are assigned to mandatory confinement on City property during the emergency shall receive their regular hourly rate plus 1.5 times the regular hourly rate during the period of mandatory confinement until released from mandatory

confinement. Should an Essential Non-Exempt employee be released from mandatory confinement but then return to duty to perform work as an Essential employee not subject to mandatory confinement, the City's Hurricane and Emergency Preparedness Policy shall apply with respect to payment of wages.

Mandatory confinement means an employee is part of a small group of Essential Non-Exempt (and Exempt) employees who are directed to remain on City property during the declared emergency beginning at a time certain and who are generally not released from City property until the severity of the emergency is determined by the City Manager or designee to end the mandatory confinement period.

Due to the unpredictable nature of some emergencies, such as hurricanes, the City Manager or designee has authority to temporarily release employees during the period of mandatory confinement in situations where the anticipated impact of the emergency has been delayed. Employees temporarily released under these circumstances and who are directed to report back to return to mandatory confinement shall be paid at the rate for mandatory confinement for both periods of time where the employee was actually subject to mandatory confinement, but not the time during which the employee was temporarily released.



## **Article 28 - Savings Clause**

If any provision of this agreement is or shall at any time be contrary to law, then such provision shall not be applicable and impact of such law shall be bargained by the parties. All other provisions of this agreement shall remain in effect.

## Article 29 - Effect of Agreement

### Section 1 – Contract Term and Renewal

This Agreement shall remain in effect through September 30, 202~~14~~, after a majority of those bargaining unit members voting on the question of ratification and thereafter, upon its ratification by the City Commission and execution of the Agreement by the City. The Agreement, upon being ratified by the appropriate Union Representatives and ratification of the City official(s) becomes effective. This Agreement shall automatically be renewed from year to year thereafter unless written notice to modify or amend is given by either party one hundred eighty (180) days before September 30, 202~~14~~ and each successive September 30. In the event such notice is given, negotiations shall commence within thirty (30) days of such notification.

### Section 2 – Complete Agreement

The agreements contained herein constitute the full and complete agreement between the Union and the City shall not be changed, altered, modified or amended by either party unless changes are reduced to writing and ratified by both parties.

## **Article 30 - Definition of Terms**

Anniversary Date - The date an employee begins employment with the City.

Assistant Director(s) - Assistant Director(s) employed by the City.

Union – Public Employees Union, FPD, NUCHHCE.

City - City of Lake Worth Beach, Florida.

City Commission - City Commission of the City of Lake Worth Beach.

Day - Workday, unless otherwise specified.

Directors(s) - Directors(s) employed by the City or their designee(s).

Employee - All employees represented by the Union in the bargaining unit.

Management - City Manager, Director(s), Assistant Director(s) or designee.

Meal(s) - A duty-free meal period.

Normal Work Day - Eight (8) or ten (10) hours per day.

Normal Work Week - Forty (40) hours per week.

PERC - Florida Public Employee Relations Commission.

Probationary Employees - A regular full-time or part-time employee serving a probationary period prior to final appointment to a position.

Probationary Period - A nine-month (9-month) probationary period during which the time the City will evaluate an employee's performance and ability.

Public Employee Relations Act (PERA) - Florida Statutes, 447, Part II Chapter 74-100.

Work Breaks - A minimum of fifteen (15) minutes per scheduled four (4) hours of work.

## **Article 31 – Pension**

Retirement benefits for all bargaining unit members shall be governed by the applicable provisions of Chapter 16, Pensions and Retirement, of the City of Lake Worth Beach Code of Ordinances as amended by Ordinance 2018-05.

**Ratification**

The present agreement beginning upon ratification by both parties and ending September 30, ~~2021~~2024, was ratified by the PEU membership on November 30, 2021, and by the City Commission on \_\_\_\_\_.

City of Lake Worth Beach:

Public Employees Union:

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

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

~~Betty C. Resch Mayor of the City of Lake Worth Beach~~

Henry Santana, PEU

~~Mayor of the City of Lake Worth Beach~~

Administrative Organizer and Chief Negotiator

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

Evanna Stephenson, PEU

Lead Delegate

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

Glen J. Torcivia, City Attorney

Attest: \_\_\_\_\_

City Clerk Melissa Ann Coyne, CMCD~~Deborah Andrea~~

## APPENDIX A

### PEU BARGAINING UNIT CLASSIFICATIONS SUBJECT TO REVIEW BY PERC

<b><u>Job Title</u></b>	<b><u>Job Code</u></b>
Customer Service Rep	4005
Bldg/Str Maintenance Mechanic	3022
Administrative Secretary	1060
Equipment Operator II	3042
System Operator II	4042
PC Technician	1222
Energy Auditor I	4592
GIS Planner	4180
Solid Waste Foreman-Garb/Recyc	3064
Groundskeeper II	3142
Traffic Maintenance Tech	3155
Lifeguard	7535
Chief Equipment Specialist	3037
Stormwater Technician I	1900
System Operator II-GIS	4044
Library Specialist	7025
Street Sweeper Operator I	3189
Community Code Officer	1547
Accountant I	1130
HVAC Technician	3131
Equipment Operator III-Lead	3045
Solid Waste Technician	3060
Network Administrator-Microsoft	1224
Groundskeeper III	3139
Accounts Payable Manager	1128
Senior System Operator	4043
Lead Maintenance Technician	3149
Purchasing Agent	1331
Equipment Operator IV-Utility	3047
Equipment Mechanic	3035
Plumber	3126
Electrician	3189
Recycling Coordinator	3061
Customer Service Cashier	4006
Librarian I	7046
MD Inspector	1589
Refuse Collections Coordinator	1854
Carpenter	3123

Community Planner	1952
Groundskeeper – PT	3138
Irrigation Maint Tech/Gardener	3146
Licensing Officer/Permit Spec	1523
Licensing/Permit Technician	1497
Public Services Coordinator	1853
Housing Planner	1949
Solid Waste Foreman Bulk Waste	3062
Garage Store Specialist/Svc Wr	3029
SCADA & Control Programmer	4071
Chemical Technician/Gardener	3144
Painter	3120
Receptionist	1051
Resource Programmer	4072
Community Code Technician	1549
Senior Community Code Officer	1546
Administrative Assistant	1875

## APPENDIX B

### SOLID WASTE & RECYCLING DAILY POST-ROUTE TASK LIST

- I. Submit all SWA tickets to the LWB Solid Waste main office. If not already reported, this is when office staff should be informed of any field issues encountered that day so customer calls may be addressed appropriately.
- II. Employees are responsible for completion of daily task assignments, which includes satisfactory completion of the assigned scheduled route. Check in with Supervisor / Foreman to ensure all routes are complete for Garbage, Trash, and Recycling. If necessary, operators who complete a particular route early may be dispersed back in to the field to aid those on heavier routes in order to maintain essential service to the community. This practice reinforces the operational need to complete all routes every day.
- III. Ensure all paperwork is completed and submitted to the LWB Solid Waste main office for Garbage, Trash, Recycling, and Cart/Dumpster repairs.
- IV. All equipment & trucks must be taken to the SWA transfer station and emptied at the end of each day, regardless of the quantity of material they contain. This helps to eliminate possible health and safety issues.
- I.V. Employees must inspect trucks prior to beginning routes to ensure safe operating condition and must re-inspect trucks during clean-up of truck at the end of the workday. Pre-Trip/Post-Trip Inspection Reports must be completed each day. Should there be an issue that needs to be addressed per this form, the operator should turn in the equipment at the City Garage for repairs and retain their copy of the Garage repair ticket.
- VI. When an operator arrives at work in the mornings, equipment should already be prepared to begin route collections. To accomplish this efficient practice, all equipment needs to be fueled, washed, greased, fluids checked and filled, and cleaned out (including the cab) prior to being parked each evening.
- H.VII. Cycle all blades, compactors, and other moving components to confirm no water, oil, hydraulic, or other fluid leaks are present. Trucks should be sealed tight prior to driving routes. This practice will help eliminate unsightly and pungent odors in our City neighborhoods and rights of way.
- VIII. At the conclusion of a daily route, prior to leaving the City limits for the SWA transfer station, an operator shall check in with the LWB Solid Waste main office for customer call-ins regarding missed carts, missed stops, or missed dumpsters on that particular route.
- IX. Ensure the Solid Waste yard & wash ramp are clean with all tools stored properly.



III.X. Employees must check with the Supervisor/Foreman to make sure all of the assigned tasks are complete and receive approval from the Supervisor/Foreman to conclude the shift, prior to leaving for the day.

XI. Certain monthly tasks will be assigned on days designated by the Supervisor/Foreman and must be completed on the day assigned before the employee will be approved to conclude the shift.

Travel Resolution: 57-2012 adopted December 4, 2012

RESOLUTION NO. 57-2012 OF THE CITY OF LAKE WORTH, FLORIDA; REPLACING RESOLUTION NO. 41-2007; AMENDING THE TRAVEL PROVISIONS OF THE CITY OF LAKE WORTH TRAVEL POLICY AND PERSONNEL POLICY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake Worth desires to provide an equitable and consistent per diem and travel expense policy throughout the organization for city officers and other authorized persons as defined in section 166.021(9), Florida Statutes; and

WHEREAS, the City of Lake Worth requires sufficient protocols to properly manage travel costs by city officers and other authorized persons when performing travel as authorized by the city; and

WHEREAS, section 166.021(9), Florida Statutes, authorizes the City Commission to develop a per diem and travel expense policy that exempts the city officers and other authorized persons from the specific requirements of section 112.061 Florida Statutes; and,

WHEREAS, the City Commission for the City of Lake Worth finds that an equitable, consistent per diem and travel expense policy for city officers and other authorized persons pursuant to section 166.021(9), Florida Statutes, serves a valid public purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF LAKE WORTH, FLORIDA, that:

Section 1. The City Commission of the City of Lake Worth, Florida hereby replaces Resolution No. 41-2007; the travel provisions contained in Section 12 of the City of Lake Worth Personnel Policy; and, any other inconsistent travel policy of the City with the per diem and travel expense policy set forth herein.

Section 2. The City Commission hereby assigns the responsibility of developing detailed policies and procedures for implementation of this resolution to the City Manager.

Section 3. The City Commission hereby determines that city officers and other authorized persons as defined in section 166.021(9), Florida Statutes, may be reimbursed for the following classes of travel within the following policy parameters:

**TRAVEL CLASSES**

Class A: Continuous travel of twenty-four hours or more away from the City.

Class B: Continuous travel of less than twenty-four hours that involves an overnight absence from the City.

Class C: Travel for short or day trips where the traveler is not away from the City overnight.

**MEAL ALLOWANCE**

Based on the following schedule:

Breakfast - When travel period begins before 6:00 a.m. and extends beyond 8:00 a.m.

Lunch - When travel period begins before 12:00 Noon and extends beyond 2:00 p.m.

Dinner - When travel period begins before 6:00 p.m. and extends beyond 8:00 p.m., or when travel occurs during night time hours due to special assignments.

Meal reimbursements amounts shall be as follows:

All Class A and Class B travelers will be given a per diem meal allowance when traveling on official City business up to the amount permitted for meals as follows:

---

Breakfast	\$ 8.00
Lunch	\$15.00
Dinner	\$20.00

No meal allowance will be given for Class C travel

**MILEAGE ALLOWANCE**

Mileage allowance at a fixed rate of the then prevailing IRS vehicle reimbursement rate if a personal vehicle is allowed in lieu of a City vehicle in accordance with the City Manager's Travel reimbursement Policy/Procedure.

**LODGING AND INCIDENTALS**

The traveler will be reimbursed for actual expenses for lodging (at single occupancy rates) as well as travel and incidental expense as described in the City Manager's Travel reimbursement Policy/Procedure.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

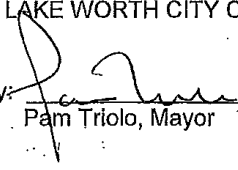
Section 5. This Resolution shall take effect immediately upon its passage.

The passage of this Resolution was moved by Commissioner Amoroso, seconded by Commissioner Szerdi, and upon being put to a vote, the vote was as follows:


Mayor Pam Triolo	AYE
Vice Mayor Scott Maxwell	AYE
Commissioner Christopher McVoy	NAY
Commissioner Andy Amoroso	AYE
Commissioner John Szerdi	AYE

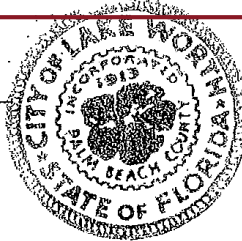
The Mayor thereupon declared this Resolution duly passed and adopted this 4th day of December, 2012.

LAKE WORTH CITY COMMISSION

By:   
Pam Triolo, Mayor

ATTEST:

By:   
Pamela J. Lopez, City Clerk





PUBLIC  
EMPLOYEES  
UNION

A Division of the Federation of Physicians and Dentists, NUHHCE,  
AFSCME, AFL-CIO



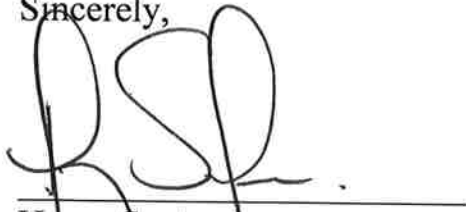
November 30, 2021

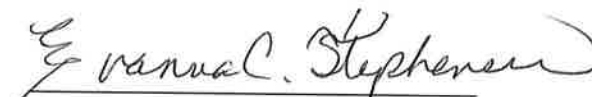
Loren Slaydon, HR Director  
City of Lake Worth Beach  
7 N Dixie Highway  
Lake Worth Beach, FL 33460

Dear Loren,

Both PEU & PMSA members overwhelmingly voted "yes" to ratify the  
collective bargaining agreements.

Sincerely,

  
Henry Santana  
Executive Director

  
Evanna Stephenson  
VP, PEU/PMSA

*Please do not forget to correct the scrivener's  
error on pg 50 - sick leave payout at retirement.*



**MEMORANDUM OF UNDERSTANDING**

**Between**  
**The City of Lake Worth Beach**  
**And**  
**The Lake Worth Beach Public Employees Union**

WHEREAS, the Public Employees Union ("PEU") ratified a tentatively agreed collective bargaining agreement with the City of Lake Worth Beach ("City") on November 30, 2021;

WHEREAS, the tentatively agreed collective bargaining agreement includes provisions relating to a One-Time Signing Incentive in Article 27, Section 2(B) that is to be paid "less applicable withholdings/deductions"; and

WHEREAS, the actual intent of Article 27, Section 2(B) was to make the stated amount payable net of applicable withholdings/deductions.

NOW THEREFORE, the PEU and City agree to amend Article 27, Section 2(B) of the tentatively agreed collective bargaining agreement to reflect the actual intent.

Article 27, Section 2(B) of the tentatively agreed collective bargaining agreement, ratified by PEU on November 30, 2021, shall be amended to read as follows for presentation to the City Commission on December 14, 2021:

**(B) One-Time Signing Incentive**

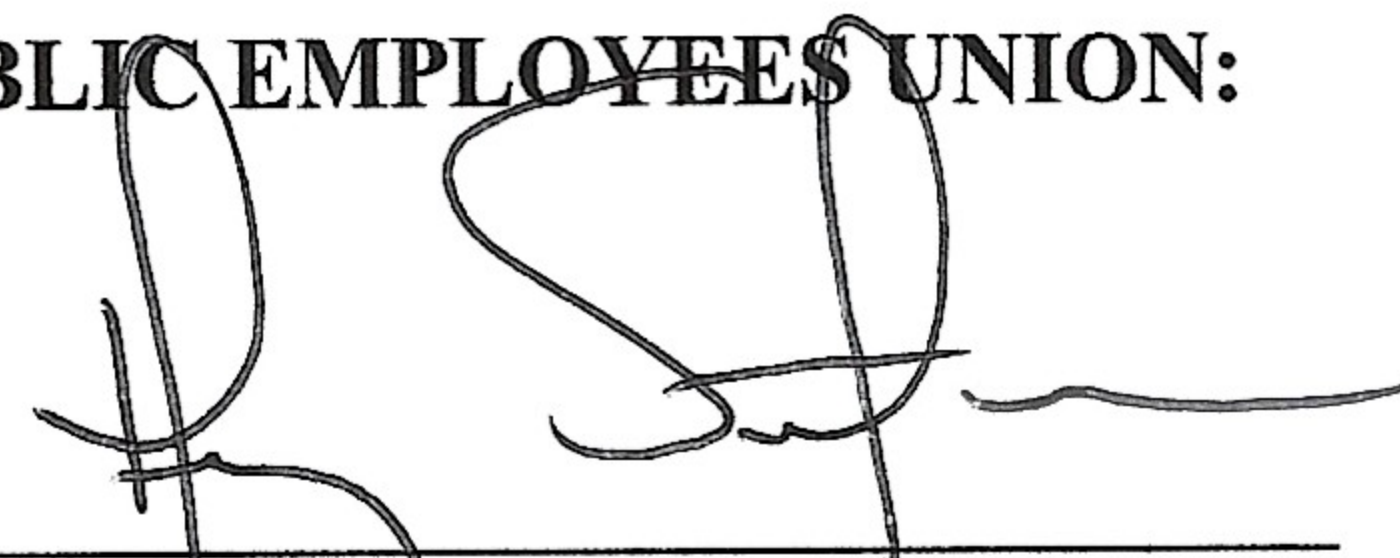
In the 2021/2011 fiscal year, each bargaining unit member shall receive a one-time signing incentive, equal to the net amount of \$2,000.00, provided that the employee: (1) is employed on the effective date of this Agreement upon ratification by both parties; and (2) on the date of payment. The signing incentive shall be paid within thirty (30) days of ratification by both parties.

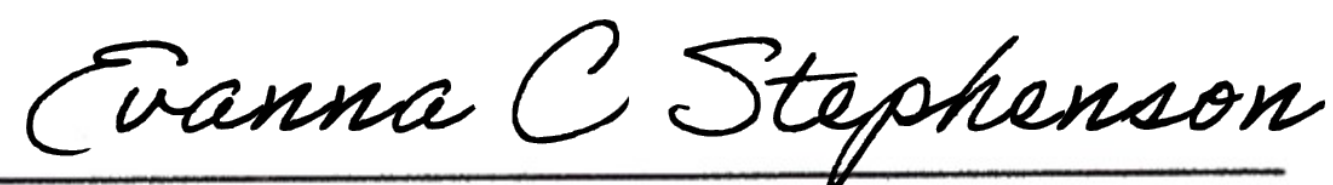
This Memorandum of Understanding was ratified by PEU on \_\_\_\_\_, 2021 and by the City Commission on \_\_\_\_\_, 2021.

**CITY OF LAKE WORTH BEACH:**

By: \_\_\_\_\_  
Betty C. Resch  
Mayor of the City of Lake Worth Beach

**PUBLIC EMPLOYEES UNION:**

By:   
Henry Santana, PEU/PMSA  
Administrative Organizer and Chief Negotiator

By:   
Evanna Stephenson, PEU/PMSA  
Lead Delegate



**Collective Bargaining Agreement**

**Between**

**The City of Lake Worth Beach**

**And**

**The Lake Worth Beach Public Employees Union**

**Expires September 30, 2024**

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## **Agreement**

This contract is between the City of Lake Worth Beach, hereafter referred to as the City and Public Employees Union, as the exclusive bargaining agent of the employees described in the certification issued by the Public Employees Relations Commission in Case No 93E-243, issued October 26, 1993, as amended by Order 94E-212 issued August 3, 1994, and Order 95E-096 issued April 01, 1995.

The right of persons to work shall not be denied or abridged on account of membership or non-membership in any labor organization. The right of the employees, by and through a labor organization, to bargain collectively shall not be denied or abridged. Public employees shall not have the right to strike.

The collective bargaining rights of the City, Union and employees shall be as provided in Chapter 447, Part II, Florida Statutes.

### **Preamble**

WHEREAS, it is recognized by the parties hereto that the declared public policy in the state and the purpose of Part II chapter 447, Florida statutes, is to provide statutory implementation of Section 6, Article 1 of the Constitution State of Florida, and to promote harmonious and cooperative relationships between City government and its employees, both collectively and individually, and to protect the public by assuring, at all times, the uninterrupted operations and functions of City government; and

WHEREAS, it is the intent of the parties to this Agreement to set forth the entire Agreement with respect to matters within the scope of negotiations; and

WHEREAS, the above language is a statement of intent and therefore not subject to the grievance procedure as outlined in Article 10.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties do agree to the languages as contained in the following articles.

### **Scope of Bargaining**

The Scope of Collective Bargaining between the City and the Union shall be wages, hours, terms and conditions of employment of the employees and all other mandatory and/or permissible subjects of bargaining within the Chapter 447 of the Florida Statutes.

In the event either or both parties during the course of the negotiations makes a declaration of impasse, the parties agree that such impasse shall follow the steps as set forth in FS 447.403.

## **Article One – Recognition**

### **Section 1 – Inclusions**

- A. The City hereby recognizes the Public Employees Union (PEU) as the exclusive representative for the purposes of collective bargaining with respect to wages, hours and terms and conditions of employment for all persons included in the bargaining unit as determined by PERC.
- B. This Agreement includes the full-time employees in the classifications and positions described in the certification issued by the Public Employees Relations Commission in Case No 93E-243, issued October 26, 1993, as amended by Order 94E-212 issued August 3, 1994, and Order 95E-096 issued April 01, 1995, as amended from time to time..

### **Section 2 – Exclusions**

Specifically excluded are managerial employees and confidential employees and any other employees represented by another exclusive bargaining agent.

### **Section 3 – New Positions/Classes**

- A. When a new position is created in a classification that is included in the bargaining unit, and the City believes that the position should be excluded from the unit, the Union will be notified by being given a copy of the City's application to PERC seeking exclusion of the position from the unit.
- B. When the City establishes a new classification that would be included in the unit, the Union will be given advance notice in writing as to the City's determination of the unit into which the new classification will be assigned.
- C. The parties shall submit appropriate unit clarification petitions to PERC when positions are created. If a dispute arises as to the bargaining unit assignment under (A) or (B) above, the matter shall be resolved by PERC in accordance with its rules.

## **Article 2 – Gender Reference**

All references in this Agreement to employees shall be construed to include all genders.

## **Article 3 - Dues Check-off**

### **Section 1 – Deductions**

- A. During the term of this Agreement, the City, by and through its respective agencies agrees to deduct Union membership dues, uniform assessments, if any, as provided for in Section 447.303, Florida Statutes, and mutually agreed by the City and Union, in an amount established by the Union and certified in writing by a duly authorized officer of the Union to the City, from the pay of those employees in the Unit who individually make such request on a written check-off authorization form provided by the Union. Such deduction will be made by the agency when other payroll deductions are made and will begin with the pay for the first full pay period following receipt of the authorization by the City.
- B. The Union shall advise the City of any uniform assessment or increase in dues in writing at least thirty (30) days prior to the effective date.
- C. This article applies only to the deduction of membership dues and uniform assessments, if any, and shall not apply to the collection of any fines, penalties, or special assessments.
- D. Deduction of membership dues shall be charged an administrative fee of \$.10 per member per month. A fee of \$1.50 will be charged for each deletion or addition caused by a change in membership.
- E. Employee organizational dues deduction will be provided for the certified bargaining agent only.

### **Section 2 – Remittance**

- A. Deductions of dues and uniform assessments, if any, shall be remitted exclusively to a duly authorized representative as designated in writing by the Union, by the City, on a biweekly cycle along with a list containing names, division and amount deducted of the employees for whom the remittance is made.
- B. Employees' transfers or promotions within the certified bargaining unit shall not require the submission of new dues authorization forms.

### **Section 3 – Termination of Deduction**

Deduction for Union dues and/or uniform assessments shall continue until either:

1. revoked by the employee by providing the City and the Union with 30 days written notice of terminating the check-off authorization;

2. revoked pursuant to Section 447.507, Florida Statutes;
3. the termination of employment; or
4. The transfer, promotion, or demotion of the employee out of this bargaining unit.

**Section 4 – No Deduction for Fines/Penalties**

The City shall not deduct any Union fines, penalties or special assessments from the pay of any employee.

## **Article 4 – Non Discrimination**

The City and Union each warrants and represents that all of its employees are treated equally during employment without regard to race, sex, sexual orientation, gender identity or expression, color, religion, disability, genetic information, age, marital status, familial status, national origin, ancestry, or other category protected by applicable law; and that no person shall, based on any of these grounds be excluded from the benefits of, or be subject to any form of discrimination under any activity carried out by the performance of this agreement.

### **Section 1 - Discrimination**

- A. No person seeking appointment to the City or employed therein, shall in any way be discriminated against because of race, sex, sexual orientation, gender identity or expression, color, religion, disability, genetic information, age, marital status, familial status, national origin, or ancestry, or other category protected by applicable law, where the person is able to perform the essential functions of the job being sought.
  
- B. Employee shall have and retain all rights guaranteed by the United States Constitution, Constitution of the State of Florida, City of Lake Worth Beach Policies and Regulations, and all applicable statutes.

### **Section 2 - -Union Activity**

- A. Neither the City nor the Union shall interfere with the rights of employees covered by this Agreement to become or refrain from becoming members of the Union.
  
- B. Claims of Union discrimination against the City, its officers or representatives, shall be reviewable either under the provisions of Article 10 (Grievance Procedure) of this Agreement or through the Public Employees Relations Commission.



## Article 5 - Union Rights

- A. The Union shall designate one representative as Lead Delegate for the City of Lake Worth Beach. They shall also designate one Delegate in each department and one Delegate for each division, except for those departments which are in one location where there will be one Delegate.
- B. Reasonable access to employee work locations shall be granted officers of the Union and their officially designated Lead Delegate and Delegates for the purpose of processing grievances or contacting members of the Union concerning business within the scope of representation. Such officers, Lead Delegate and Delegates shall not enter any work location without the consent of the City Manager or designee. The City agrees that an accredited representative of the Union, whether local, state, or national, has access to City facilities where employees are employed but shall only meet with the employee during nonworking hours. Access shall be restricted so as not to interfere with the normal operations of the department or with established safety or security requirements.
- C. The Lead Delegate will, under normal circumstances, be granted leave without pay for attendance at regularly scheduled Union seminars and conventions. If the Union desires, the City will provide administrative leave to the Delegates and the Union will reimburse the City for wages. Leave granted under this paragraph will not exceed seven (7) days per Fiscal year.
- D. The Lead Delegate shall be granted four (4) hours of administrative leave per month to conduct Union business.
- E. During contract negotiations, the City shall allow up to three (3) Union members in an active pay status to participate: these hours shall not count as hours worked for the purpose of computing overtime.
- F. The City shall at the Union's request provide space for membership meetings as space and scheduling permit. The Union will provide the City Manager or designee within five (5) calendar days' notice of any meeting. Permission may be withdrawn if the room is required for another use. The Union agrees to leave the meeting room in its original condition at the end of the meeting and will be responsible for damage committed within.
- G. Solicitation of any and all kinds by the Union, including but not limited to the solicitation of membership, grievances and the collection Union monies, shall not be engaged in during working hours. Union Delegates may conduct Union business, such as formal grievance investigations, representation of employees at grievance hearings and meetings with City management during working hours only with the approval of their supervisor or other authorized City management. Such approval shall not be unreasonable withheld. The City and Union further agree that utilizing City equipment or vehicles for Union business is strictly

prohibited except where attendance by Union representatives, during their duty hours, is required and approved by City management.

## **Article 6 - Employee, Management and Union Communications**

### **Section 1 - Personnel Policies and Procedure**

The City will notify the Union in writing of any proposed changes or revisions in Personnel Policies and Procedures applicable to employees.

### **Section 2 - Labor Management Communication Meetings**

- A. The City and the Union mutually desire to foster ongoing communication between Managers/Supervisors and Leadership to effectively maintain labor management relations and develop the skills and competencies of the Managers/Supervisors to articulate workplace concerns through the creation of a Labor Management Committee.
- B. The purpose of the Committee is to discuss and explore matters raised by members of the Committee and/or referred by the parties to this Agreement. The Committee by mutual agreement, shall be authorized to make recommendations on matters that have been discussed, explored and studied. In order to have frank and open discussion, the Committee shall have no authority to change, delete or modify any of the terms of the existing City/Union Agreement. No such meeting shall be used for the purpose of discussing pending grievances or for negotiation purposes. No later than seven (7) calendar days prior to the scheduled meeting date, the parties shall exchange agendas indicating matters they wish to discuss.
- C. Any decision(s) reached through consultation meetings shall be reduced to writing by the City and a copy shall be furnished to the Union. The Committee will be without authority to alter change or amend any terms or conditions of employment.
- D. The Committee shall be comprised of eight (8) members: four (4) representing the Union and four (4) representing the City. The Union Committee shall include four (4) members of the bargaining unit including the Executive Director or designee of the Local Union and three (3) Union Representatives. The City Committee shall include the Human Resources Director and three (3) members of the Leadership Team selected by the Human Resources Director or designee.
- E. Chairing the meeting shall alternate between a City representative and a representative appointed by the Union. The representative appointed as Chair shall serve a term commencing with the close of the meeting at which the appointment is announced and continue until the end of the next meeting.
- F. Meetings shall be held on a day designated by the Chair during the first calendar week of the month. Interim meetings may be held if mutually agreed to by the Committee. Meetings shall

be conducted in the workplace unless otherwise agreed to. Human Resources will assist the Union Chair in securing available meeting space.

### **Section 3 - Bulletin Boards**

- A. The Union shall be entitled to the reasonable use of assigned bulletin boards at all offices in work locations where they are established, or the Union may furnish a bulletin board for its use of a type and in an area approved by the Human Resources Director.
- B. These bulletin boards shall be used for posting Union notices but restricted to:
  - 1. Notices of Union elections and results of such elections
  - 2. Notices of Union recreational or social affairs
  - 3. Notices of Union appointments and other official Union business
  - 4. Notices of Union meetings
  - 5. Union Benefits
  - 6. Union Newsletter
- C. Notices posted on these bulletin boards shall not contain anything political reflecting adversely on the City or any of its officers or employees: nor shall any posted material violate or have the effect of violating any law, rule or regulation.
- D. Notices submitted for posting must be dated and bear the signature of the Union's authorized representative and must be removed within thirty (30) days unless granted express permission by the Human Resources Director. Such permission shall not be unreasonably denied. Permanent benefits provided by the Union will not be held to thirty (30) days.

### **Section 4 - Position Classifications**

The City will ensure that all position classifications are posted on the Human Resource web page.

### **Section 5- - Representative Access**

- A. The City agrees that accredited representatives of the Union, whether local, state or national Union representatives, shall have access to the premises of the City where bargaining unit members are employed, consistent with applicable law.
- B. If any area of the City's premises is restricted to the public, and if employees are not accessible during their scheduled break times or lunch during their shift, permission may be requested to enter such areas and such permission will not be unreasonably denied. Such access shall be during the regular working hours of the employee.

## Article 7 - Employee Rights

- A. Employees covered by this Agreement shall have the protection afforded to them by this collective bargaining agreement consistent with the provisions of law. All provisions not addressed in this Agreement shall be governed by the City's Employee Personnel Policies Handbook, as amended from time to time.
- B. An employee is entitled to Union representation in any meeting with management or its representative, in which the employee reasonably believes may lead to a disciplinary action. Prior to any such meeting management must notify the employee and any then current Union Coordinator or their designee of the purpose of the meeting and of the right to representation. When a Union Coordinator is absent, the Union Coordinator shall notify the Human Resources Director the name of the designee.
- C. The private and personal life of any employee is not normally within the appropriate concern or attention of the employer. However, if an incident arises, that in the opinion of the City Leadership that is either unlawful, improper, or otherwise detrimental to the City's reputation, the City may exercise its administrative prerogatives. Any action taken against such employee shall be subject to the grievance and/or arbitration procedure.
- D. Unless required by court order or applicable law the City shall not assist a creditor in collecting any debt. A debt complaint shall not be the basis of disciplinary action initiated against an employee.
- E. Employee participation in charitable drives is voluntary.
- F. Each employee shall be provided a copy of the current job description upon request. An employee assigned duties which are not reasonably related to the job description, or for which the employee has not had training, will not be negatively evaluated for the performance of such duties.
- G. No employee shall have disciplinary action imposed based on anonymous sources without appropriate investigation. Employees making reports or complaints shall not be guaranteed anonymity or confidentiality. However, where an employee makes a complaint or report regarding a supervisor, the City may maintain confidentiality to the extent consistent with Florida's Public Records laws. Human Resources shall generally conduct employee investigations or may delegate same to the Internal Auditor or outside agencies, entities or consultants.
- H. The Union representative shall be provided copies of job descriptions covered by collective bargaining units upon request. The Union representative will be notified of any proposed changes to job descriptions or new job descriptions for positions covered by collective

bargaining units and any impact of proposed changes shall be bargained prior to implementation, in accordance with Article 8, Section 2.B.

- I. To the extent of any conflict between this Agreement and any resolutions, regulations, policies, and practices of the City (except those related to safety), promulgated and adopted by the City, this Agreement shall control. However, nothing herein shall be construed to waive or limit any of the City's management rights or other rights retained herein or otherwise provided by law including, but not limited to, those provided for in Chapter 447, Florida Statutes.

## **Article 8 - Management Rights**

### **Section 1**

It is recognized that all management functions, whether or hereafter exercised and regardless of the frequency or infrequency of their exercise, including but not limited to full and exclusive control, direction and supervision of operations and transfer of employees, are vested solely in the Employer.

### **Section 2**

Except as otherwise modified by this Agreement and without limiting the provisions of Section 1, but in order to clarify some of the more important rights retained by management, the Employer shall have the right to:

- A. Determine the qualifications for and hire new employees;
- B. Determine the number of employees it shall employ, establish new jobs, abolish or change existing jobs, employees and working hours. The Union representative will be notified of any proposed changes; any impact of proposed changes shall be bargain prior to implementation;
- C. Determine what services it shall perform and the standard of performance for employees. Employee shall be uniformly and objectively evaluated on a standard set of criteria;
- D. Maintain order and efficiency in its operation;
- E. Determine the type or types of vehicles, machinery, and equipment to be used and by whom and when to be operated;
- F. Hire, lay off, recall, assign, transfer, promote, demote, suspend, discipline, or discharge employees for just cause;
- G. Determine the method or methods by which work is carried out and done, the method of operation, the materials and equipment used in the operation, and the schedules of operation;
- H. Change process by which work is carried out and done, the method of operation, the materials and equipment used in the operation, schedules of operation;
- I. Determine its financial policy;
- J. Determine the qualifications for and select it supervisory, clerical, professional, custodial, and management employees;

- K. Transfer its operation or relocate its operation;
- L. Establish work starting and ending times;
- M. Establish reasonable times and quality standards within each classification for each work operation.

Consistent with applicable laws, nothing in this section shall preclude management's responsibility for bargaining any subject which may alter the wages, hours and terms and conditions of employment of bargaining unit employees.

### **Section 3**

The Employer reserves and retains in full and completely, any and all managerial rights, prerogatives and privileges, except to the extent that such rights prerogatives and privileges are specifically limited by some express provision of this Agreement.

### **Section 4**

Consistent with the other provisions of this Agreement, the Employer may assign to any employee work which is not normally performed by the employee, provided such work is within the scope of their assigned department.

### **Section 5**

If, in the sole discretion of the City, it is determined that emergency conditions exist, including but not limited to riots, civil disorders, hurricane conditions, national emergencies impacting local conditions, or similar circumstances, the provisions of this Agreement may be suspended by the City during the emergency conditions provided that wage rates and monetary fringe benefits shall not be suspended.



**Article 9 - Changes in Past Practices/Terms/Conditions of Employment**

Bargaining unit past practices as related to wages, hours, and terms and condition of employment shall not be changed without bargaining unless the practices, terms, and conditions of employment have been altered or changed by this Agreement.

## **Article 10 - Grievance Procedures**

It is the declared objective of the parties to encourage the prompt and informal resolution of employee complaints as they arise and to provide recourse to orderly procedures for the satisfactory adjustments of complaints.

### **Section 1 – Definitions**

- A. A “grievance” is defined as a misapplication or misinterpretation of the specific terms of this Agreement.
- B. “Employee” shall mean a non-probationary individual employee having a grievance or a probationary individual having a grievance which does not involve discipline.
- C. “Days” shall mean work days, excluding any days observed by the City as a holiday for City employees.
- D. “Required Participant” means any employee whose presence at a grievance meeting has been determined necessary by the City or the Union.
- E. “Union Representative” means any Union designated representative.

### **Section 2 - Election of Remedy**

An employee shall have the option of utilizing the unfair labor practice procedure as provided in Chapter 447, Florida Statutes or this grievance procedure, but such employee is precluded from using more than one procedure to address the same or similar complaints and issues.

### **Section - 3 Union Representation**

- A. An employee who decides to use this grievance procedure shall indicate at Step 1 (or other initial written step as authorized by the provision of this Article) whether or not the employee shall be represented by the Union. When an employee has elected Union representation, both the employee and Union representative shall be notified of any Step 1 meetings. Further, any written communication concerning the grievance or its resolution shall be sent to both the employee and the Union Representative, and any decision mutually agreed to by the City and the Union shall be binding on the employee.
- B. If the employee is not represented by the Union, any adjustment of the grievance shall be consistent with the terms of this collective bargaining agreement. Further, the Union shall be given reasonable opportunity to be present at any meeting called for the resolution of such

grievance. An employee using this procedure in the processing of a grievance will be bound by the procedure established by the parties to the Agreement.

- C. The Executive Director of the Union shall furnish to the City a list of the Union Representatives and the City will not recognize a person as an Union Representative whose name does not appear on the list.
- D. If a grievance meeting is held during the working hours of any Required Participant, such participant shall be excused without loss of pay for that purpose. Attendance at grievance meetings outside of regular working hours shall not be deemed time worked.

#### **Section 4 – Procedures**

- A. The filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay or interfere with the right of the City to take the action complained of, subject, however to the final disposition of the grievance.
- B. The resolution of the grievance at Step 2 or above shall establish a precedent binding on either the Union or the City in other cases.
- C. A grievance may be withdrawn by the grievant at any time at any step of this procedure, provided however, the same grievance may not be filed a second time by the same party after the grievance has been withdrawn.
- D. Grievance shall be presented and adjusted in the following manner.
  - 1. Informal Discussion
    - a. An employee having a grievance may, within seven (7) days following the occurrence of the event giving rise to the grievance, present the grievance orally to his immediate supervisor who has the authority to adjust the grievance, for informal discussion.
    - b. If the grievance is not resolved by such informal discussion, the employee may, within ten (10) days after that date of the discussion, submit a formal written grievance at Step 1 of this procedure.
  - 2. Step 1
    - a. In filing a grievance at Step 1, the employee shall submit to the Step 1 Department head or designee a grievance form to be supplied by the City, setting forth specifically the complete facts and issues on which the grievance is based, the specific provision or provisions of this Agreement allegedly violated and the relief requested.



the grievance procedure within the time provided, the grievant may proceed to the next step of the procedure within the prescribed time frame as provided.

7. Facts or arguments not presented by the grievant to the Step 2 grievance officer may not be raised at arbitration in support of the grievance.
8. Both the City and Union may mutually agree to proceed to instant arbitration for any alleged violation of this agreement.

## **Article 11 - Personnel Files**

### **Section 1 – Official File**

There shall be one (1) official personnel file for each employee which shall be maintained in accordance with Chapter 119, Public Records, Florida Statutes, in the central personnel file of the City. No other official personnel file shall be kept on an employee. This does not preclude the supervising leader or department head from maintaining an employee desk file for the purpose of documenting an employee's growth, productivity, training/certifications, accomplishments, and areas requiring development. A desk file is not an official personnel file and such information contained therein cannot be utilized to support any disciplinary action or appeal of such action

### **Section 2 – Acknowledgment of Certain Documents**

- A. No material derogatory action to an employee's conduct, service, character or personality shall be placed in the file unless the employee has had an opportunity to review the material. The employee shall acknowledge receipt of the material by affixing his signature on the actual copy to be filed, with the understanding that such signature merely signifies receipt of the material to be filed and does not necessarily indicate agreement with its content.
- B. The employee shall have ten (10) days to provide a written response. Any written response shall be attached to the file copy.

### **Section 3 – Review of File**

Upon appropriate request by the employee, the employee shall be permitted to examine the personnel file. The employee shall be provided a reasonable amount of time during working hours to review the file. The employee's request cannot be unreasonably denied or delayed.

### **Section 4 - Copying**

The employee shall be permitted to reproduce any material in the file. The City may charge a fee for reproduction in accordance with the applicable law.

### **Section 5 - Corrections**

Material may be removed from the file if it is inaccurate or untrue to the extent permitted by law.

## **Section 6 – Discipline Time Limits**

- A. An offense shall be valid for not more than two (2) years from the date of occurrence. Documents relating to offenses which are more than two (2) years old shall not be considered in rendering the appropriate level of discipline for a current offense.
  
- B. An incident which has not been reduced to writing within two (2) months of its occurrence or from the time management or the employee becomes aware of the occurrence, whichever is last, may not be later added to the file.

## Article 12 - Discipline

### Section 1 - Defined

- A. This Article covers actions involving verbal warnings, written reprimands, suspensions without pay, dismissals, demotions, or reductions in pay grade with prejudice. Discipline that does not involve a verbal warning is subject to the grievance and arbitration procedure except that verbal warnings shall not be submitted to or subject to arbitration under any circumstances.
- B. In an effort to enhance employee growth and contributions, coaching and counseling sessions may include a written acknowledgment to be signed by the employee and placed in the supervisor's file. Coaching and counseling is not discipline, but serve as notice to the employee that continuation of certain conduct or performance could result in future discipline. Coaching and counseling will not be used or in support of employee discipline.

### Section 2 – Right to Representation

No disciplinary action may result from a meeting between an employee and his supervisor unless the employees advised that such meeting is for the purpose of discussing discipline or potential discipline. If such a meeting does take place, the employee has the right to request the presence of Union representation.

### Section 3 – Just Cause and Progressive Discipline

- A. Disciplinary action may not be taken except for "Just Cause" which must be substantiated by a preponderance of evidence. Where "Just Cause" warrants a verbal warning or written reprimand, dismissal, demotion and/or suspension of any employee, such action shall be taken by the appropriate administrator. Under normal circumstances, progressive discipline will be administrated as follows:
  - 1. **Verbal Warning:** issued by management to verbally warn an employee about conduct or work performance and counsel the employee on how to improve. A record of this warning is maintained in the employee's official personnel file.
  - 2. **Written Reprimand:** issued by management when a verbal warning has not resulted in a satisfactory change in the employee's conduct or work performance or when a verbal warning is not deemed by management to be sufficiently severe for the offense.
  - 3. **Suspension without pay:** issued by management when a written reprimand has not resulted in a satisfactory change in the employee's conduct or work performance or when a written reprimand is not deemed by management to be sufficiently severe for the



offense. A suspension is an involuntary removal from the work site, which includes loss of pay.

4. **Dismissal of employee:** issued by management when previous disciplinary actions have failed to bring a satisfactory change in the employee's conduct or work performance, or when a suspension is not deemed by management to be sufficiently severe for the offense. A specific reason for termination of employment is not required for a probationary employee who fails to meet probationary standards. A termination of employment is a permanent separation from employment with the City.
- B. In cases of a verbal warning, the supervisor shall inform the employee that the employee is receiving a verbal warning which is a step in the disciplinary process. The employee may have an Union representative present during a coaching and counseling session, if one is requested. Suspension with pay shall be utilized for the purposes of any investigatory procedure or pending investigation. If, following an investigation, "just cause" is found warranted and the employee's grievances have either been exhausted or the employee has elected to accept appropriate disciplinary action consistent with the terms and conditions of this Agreement, the employee may be held liable to reimburse the City for wages paid while on suspension with pay. The City shall bear full responsibility for the collection of such monies, including, but not limited to, the cost of litigation.

#### **Section 4 - Copies**

The employee and the Union shall be provided a copy of all correspondence upon which discipline is based, unless such information is considered confidential or privileged by law. The employee may have the employer release confidential material to the Union if the employee signs the appropriate waiver.

### **Article 13 Probationary Employees and Bumping**

New employees will serve a six (6) month probationary period. However, the probationary period may be extended for a period of up to three (3) additional months, at the discretion of the department head. Upon satisfactory completion of probation the employees will be considered permanent employees. Employees who are offered and accept a promotion from within to a management or supervisory position, or to a classification above the position formerly held will serve a six (6) month probationary period. However, the six (6) month probationary period may be extended for up to three (3) months at the discretion of the Department Head. When an employee is offered and accepts a position or classification within PMSA which is subsequently deleted, or the employee fails to successfully pass the probationary period, such employee may “bump” back into his or her previous position or other such position for which the employee is qualified in the PMSA bargaining unit.

The PEU bargaining unit specifically agrees that employees who are promoted into a management or supervisory position within PMSA who exercise any “bumping” as described in the collective bargaining agreement between PMSA and the City shall be entitled to bump PEU members.

## **Article 14 - Seniority and Layoff**

### **Section 1 - Seniority**

Seniority shall be defined in the following manner:

- A. Classification Seniority - the continuous length of service in a given classification.
- B. Service Seniority - the total length of service for the City of Lake Worth Beach.
- C. Seniority shall continue to accrue for all types of approved leaves except for leave without pay in excess of thirty (30) days. Individuals exercising their rights under the Federal Family and Medical Leave Act will not lose seniority consistent with the law. Employees ordered to active duty will not lose seniority.

### **Section 2 - Loss of Seniority**

Employees shall lose seniority for the following:

- 1. Termination for cause;
- 2. Retirement;
- 3. Resignation; or
- 4. Layoff or resignation exceeding twelve (12) months.

### **Section 3 - Layoff and Recall**

- A. The number of employees may be reduced whenever necessary because of material changes in job duties or organization, or because of a shortage of work or funds or other legitimate reasons. Before any permanent employee shall be laid off, all temporary and probationary employees in the same classification shall have been dismissed first in that order. In the event that a reduction in work force requires a layoff, those employees with the least seniority in the affected classification(s) shall be laid off first. The layoff of permanent employees shall be in inverse order of length of service, other considerations being equal. In the event that two or more employees affected have the same amount of seniority, the date of employment application shall prevail. However, if the application date is the same, then the earliest birth date shall prevail.
- B. Prior to a full-time post probationary employee being laid off from the City, they will be notified of the Part-Time roles currently being filled within the organization. The City further agrees that

provided the full-time employee is qualified to perform the part-time role, they will be offered the opportunity to move into the part-time role in lieu of lay-off. If the employee does accept the part-time role, it will not negate any recall rights to full-time positions for which their qualifications and/or length of service would be applicable.

- C. When the City determines the layoff of a probationary employee will negatively impact its ability to deliver services to the public or to meet critical regulatory or statutory requirements, the City will notify the Union of its intent to retain critical skilled employee(s). The Union agrees to waive the layoff of a probationary employee if no other employee who is on layoff is qualified for the position.
  
- D. Any laid off employee shall be recalled to their position or other such position for which they may be qualified within the bargaining unit in inverse order of layoff. During the one-year period of recall laid off employees will be notified of any open vacancy within the employee bargaining unit for which they are qualified. The employee shall be notified of recall opportunities by certified mail. Such employee shall have seven (7) days to respond to the City as to whether the employee shall accept the notice of recall. The laid off employee is responsible for notifying the City of the current address. If the laid off employee fails to respond to any notice of recall within seven (7) days, the City will not be obligated to forward additional recall opportunities.

## **Article 15 - Position Changes**

### **Section 1 – Vacancies**

- A. Vacancies and promotional vacancies shall be posted for a period of at least seven (7) days. Employees of the City shall be given preference for such vacancies when the experience and qualifications they possess are equal to an outside candidate. If two (2) City employees are seeking a vacant position within the City and their experience and qualifications are equal, seniority shall be the governing factor for filling the position.
  
- B. Employees temporarily assigned to a higher classification for five (5) or more consecutive work days, including the assumption of additional duties, shall receive an increase in pay equal to the greater of five (5%) percent of the employee's current rate of pay or the bottom of the pay rate of the position to which the employee is assuming. Employees temporarily assigned to a lower classification shall be paid at the regular rate of pay. Whether a position is a higher classification will be determined by reference to the pay schedule then in effect. A position shall be a higher classification if the starting pay for the position to which the employee is temporarily assigned is higher than the starting pay of the position from which the employee is reassigned.
  
- C. Where it is found that a person with the requirements to fill a position vacancy is not available by re-employment, transfer, promotion or entrance appointment, Human Resources may authorize the Department Head to fill the vacancy by a temporary appointment, while efforts are continued to find an acceptable eligible for permanent appointment. No temporary appointment shall be made without the prior approval in writing of Human Resources. No payment shall be made for services rendered by such temporary appointee prior to the date and time of such approval. If for any reason approval comes after the fact, the employee will be paid retro to the date of appointment. Bargaining unit employees filling any of these positions for five (5) or more consecutive work days shall receive an increase in pay equal to ten (10%) percent of the employee's current rate of pay but not to exceed the bottom of the pay rate of the position to which the employee is temporarily appointed. A position shall be a higher classification if the starting pay for the position to which the employee is temporarily assigned is higher than the starting pay of the position from which the employee is reassigned. Employees temporarily appointed to a lower equal classification shall be paid at their regular rate.

### **Section 2 – Transfers**

- A. A regular full-time employee may be transferred to meet the needs of the City. A transfer may require the employee to move from one (1) division to another. The employee shall retain the same pay status in the new position that the employee had in the previous position. The transfer shall be only temporary and in cases of emergencies.

- B. A regular full-time employee may be transferred temporarily or permanently to meet the needs of the service, and may require the employee to move from one (1) assignment to another. In addition, an employee upon request and acceptance of the appropriate Department Head(s), may be transferred from his position to any other for which he is qualified. The employee shall retain the same seniority within the department.
- C. An employee who is permanently transferred shall be compensated in the new position at the appropriate rate established for that position from the first day the individual begins work in the new position.
- D. All transfers covered by this Agreement will be made without loss of seniority within the department.

### **Section 3 – Demotions**

- A. Involuntary demotion of a permanent employee may be initiated by the Department Head when such employee's work is unsatisfactory and the employee had not responded to coaching, counseling, or other interventions implemented to enhance their contribution levels.
- B. A permanent employee may be granted a demotion upon request and such demotion shall be termed and recorded as voluntary.
- C. A permanent employee may be granted a demotion within the department upon request as an alternative to being laid off. If a vacant position is available in another department for which the employee is qualified, the employee shall be given priority consideration for such position.
- D. The reason(s) for any proposed demotion, voluntary or involuntary, shall be given in writing to Human Resources on the form provided, together with a Performance Evaluation and shall require the prior approval of Human Resources. A copy of such form shall be given to the employee affected before the demotion shall become effective.
- E. An employee demoted for "just cause" shall be required to serve a probationary period of six (6) months in the new position satisfactorily before again receiving permanent appointment; except, that a permanent employee taking a voluntary demotion shall not be required to serve a probationary period in the new position.
- F. Where an employee is involuntarily demoted to a position class with a lower assigned regular maximum, such employee shall receive the rate of pay for the demoted position. However, under no circumstances will the employee receive more than a five percent (5%) reduction in pay.

**Section 4 – Promotions**

An employee promoted to a position within the bargaining unit shall receive an increase in pay equal to the greater of five percent (5%) or the bottom pay rate of the position to which the employee is entering not to exceed the mid-point of the new position during the initial probationary period.

## **Article 16 - Contracting Out**

Prior to a final decision being made by the City Commission to contract out, the Union will be provided the opportunity to submit an alternative proposal. This Article does not exempt the City from bargaining the impact of contracting out.



## Article 17- Uniform and Uniform Allowance

- A. When employees are required to wear uniforms, such uniforms shall be furnished and maintained by the City. Employees shall sign for receipt of such uniforms and agree at that time to authorize the City to deduct the cost of such uniforms from the employee's final paycheck and/or vacation leave payout, if any, if the employee fails to return the uniforms upon separation from employment for any reason as set forth in Section D, below.
- B. When hats are considered part of the uniform, they will be provided by the City.
- C. Employees shall not be prohibited from wearing their uniforms to area businesses serving food during an employee's lunch hour. Employees shall be prohibited from wearing their uniforms to establishments out of work hours to any place that would discredit the City.
- D. Employees must return all uniforms within five (5) business days of the separation of employment for any reason. Failure to return all issued uniforms at this time shall result in deduction of the employee's final wages and/or vacation leave payout, if any. Such deduction shall be in compliance with all wage and hour laws and shall not reduce the employee's final wages below the then applicable minimum wage or the applicable overtime rate.
- E. Employees who are required to wear protective footwear shall be provided such footwear through the City's vendor up to a value of \$150.00 per fiscal year. Management shall determine the type and quality of such protective footwear. Employees shall be responsible for the proper maintenance and care of their protective footwear. Based upon an assessment of the condition of the protective footwear or due to the need for a different type of protective footwear based on job duties as determined by the Department Head or designee, employees will be provided with a replacement at no cost to the employee, up to the value of \$150.00.
- F. The City provides all necessary tools and equipment to perform the job. However, it is recognized that certain positions (such as mechanics) may utilize the employee's personal hand tools during the course and scope of employment. Where an employee needs a shop tool or other equipment to perform the job that is not available, the employee must notify the supervisor and the City will provide and maintain these items to perform the job, all of which remain City property. Where an employee uses a personal hand tool during the course and scope of employment and such tool is broken or become inoperable as a result of the work performed in the line of duty, the City shall replace the tool with a tool of like kind and quality. The City may take all reasonable steps to verify how the tool became damaged or inoperable to confirm replacement costs.

## **Article 18 - Replacement of Personal Property**

- A. The City agrees to reimburse the cost of an employee's personal property stolen or damaged due to the negligence of the City.
  
- B. Employees may be liable for reimbursement to the City for damage to City property as a result of the employee's negligence or misconduct. If it is determined, following a Risk Management investigation, the employee negligence was a factor, the employee and the Union shall be provided in writing of the results of the investigation. If the findings are upheld, the employee may be liable for reimbursement to the City.

## Article 19 - Occupational Safety and Health

The City shall endeavor to provide a safe working environment. The employee shall endeavor to work in a safe manner.

- A. When required by applicable statute, only certified licensed operators shall be required to work with pesticides or other hazardous chemicals.
- B. Employee shall not be required to handle dead animals unless specified in their job description or in cases of emergency.
- C. Employee shall not be required to operate vehicles or machinery which are unsafe or do not meet regulatory codes.
- D. As a lifeguard's primary responsibility is to ensure the safety of the public at the pool and the beach, lifeguards will not be assigned responsibilities related to bonfires, unloading of pallets, digging bonfire pits, etc.
- E. Liability and Indemnification.
  - 1. Without waiving any rights under Florida Statutes 768.28 as amended, the City shall defend, indemnify, and hold harmless against judgment for civil liability any bargaining unit employee who is named in any civil action for recovery of compensatory damages for injury or loss of property, personal injury or death caused by the negligent or wrongful act or omission of such employee within the scope of the employee's employment with the City, where such liability arises out of the City's exercise of a retained management right as outlined in this collective bargaining agreement, unless such employee acted in bad faith, with malicious purpose, in a manner exhibiting wanton, willful disregard of human rights, safety, or property, or engaged in criminal activity.
  - 2. The affected employee has a continuing duty to cooperate with the City in connection with the investigation and defense of any such civil action against the employee; material breach of this duty relieves the City from any obligation under this collective bargaining agreement to defend, indemnify, or hold harmless the employee, from the time of the breach henceforth.
  - 3. The City retains its entire immunity as provided by law. The City will not indemnify any employee against a judgment for: punitive damages; compensatory damages that do not arise within the course and scope of the affected employee's employment with the City; compensatory damages occasioned by the employee acting in bad faith, with malicious purpose, in manner exhibiting wanton, willful disregard of human rights, safety, or

property, or any relief arising out of employee's intentional violation of the civil, statutory or constitutional rights of any person; or criminal activity.

## **Article 20 – Attendance**

### **Section 1 - Basic Work Week**

The basic workweek shall be forty (40) hours per week. Any permanent schedule changes will require a seven (7) day notice to the employee and Union outlining such changes, unless exigent circumstances as determined by the City existing warranting an immediate shift change.

### **Section 2-Basic Workday**

- A. The basic work week shall consist of a period of seven (7) days. The normal workweek shall consist of forty (40) hours per week. The normal work day shall consist of eight (8) or ten (10) hours of work exclusive of the meal period, in a twenty-four (24) hour period, unless otherwise specified. Employees may leave their worksite during their breaks or lunch. The City and the Union recognize that certain types of activities operating on a continuous seven (7) days a week requires different treatment as to hours worked and agree that in those instances an eight (8) or ten (10) hour shift, excluding the meal period may be allowed.
- B. Full-time employee shall be given a fifteen (15) minute break time in the first half of the shift and again in the last half of the shift. Break time is not cumulative and is not to be used to arrive late or to leave early unless otherwise agreed to by supervisor. Scheduling of break times shall be at the discretion of the Department Head.
- C. Timesheets, time clocks or other appropriate methods shall be utilized for the recording of employee work time. Employees shall review and sign their timesheets, timecards or other document or electronic method designated by the City to verify the time an employee worked within a pay period prior to its submission to payroll. If such procedure is not feasible, the employee shall receive a copy of the timesheets submitted for review, signature and any corrections.
- D. An employee late for duty shall not be sent home but will be paid for only time worked unless employee is habitually late whereby appropriate disciplinary action will be taken.
- E. The following position classifications shall operate on a task work system: Solid Waste Foreman-Garbage/Recycle; Solid Waste Technician; Equipment Operator (2, 3, and 4); Refuse Collections Coordinator; Solid Waste Foreman Bulk Waste; and Refuse Collector. The parties agree that the foregoing job descriptions shall be updated to include tasks necessary to be completed before the task work is completed as approved by the supervisor.

The aforementioned positions shall be held responsible for completion of the daily task work which shall consist of satisfactory completion of the Daily Post Route Task List attached as Appendix B and generally includes, but is not limited to, the following: assigned scheduled

route, completing the emptying of the truck at the dump, cleaning the truck and readying it for service the following day, weekly and monthly tasks as assigned, and other related duties. Upon satisfactory completion of the assigned route and return to their designated job site and completion of all pre- and post- trip duties and related duties, employees shall be considered to have completed their work day and may be excused by the immediate supervisor. However, employees who have satisfactorily completed their tasks may be assigned as required by the department to assist on other routes in order to maintain essential service to the community. Task employees are prohibited from releasing themselves from duty.

In order to ensure employees are not adversely affected by an early release, the remaining hours in the scheduled work day will be notated as “Task hours.” “Task hours” are hours that are not “actually worked,” therefore, these hours are not considered “hours worked” for the purposes of calculating overtime. Task hours also shall not result in paying an employee more than forty (40) hours in any work week if the employee has not actually worked more than forty (40) hours in that work week. Early release time that has been designated as Task hours during the work week are only paid when an employee, as a direct result of being released early from their scheduled work day, has not met the minimum threshold of forty (40) hours in the work week.

Employees holding positions assigned to the task work system shall not be entitled to count sick leave that is not being used simultaneously with FMLA as hours worked for overtime purposes. Overtime is based on actual hours worked and not the scheduled task hours. However, vacation leave, holidays and jury duty will be considered hours worked for the purposes of computing overtime.

Examples:

	<b>Weekday</b>	<b>Hours Actually Worked</b>	<b>Early Release “Task” Hours</b>
<b>Example 1</b>	Monday	8	2
	Tuesday	10	0
	Wednesday	OFF	OFF
	Thursday	Sick (10)	0
	Friday	12	0
	Saturday	4	0
	Sunday	0	0
	Workweek Total	44	2
	Payroll Total	44 Regular	0 Task
<b>Example 2</b>	Monday	8	2
	Tuesday	10	0
	Wednesday	OFF	OFF
	Thursday	12	0
	Friday	12	0

	Saturday	0	0
	Sunday	0	0
	Workweek Total	42	2
	Payroll Total	40 Regular + 2 OT	0
<b>Example 3</b>	Monday	10	0
	Tuesday	7	3
	Wednesday	OFF	OFF
	Thursday	9	1
	Friday	6	4
	Saturday	0	0
	Sunday	0	0
	Workweek Total	32	8
	Payroll Total	40 Regular	0
<b>Example 4</b>	Monday	8	2
	Tuesday	10	0
	Wednesday	OFF	OFF
	Thursday	Vacation (10)	0
	Friday	12	0
	Saturday	4	0
	Sunday	0	0
	Workweek Total	44	2
	Payroll Total	40 Regular + 4 OT	0 Task

Task employees are scheduled to ensure all scheduled routes occur on Holidays, except Thanksgiving and Christmas.

### Section 3 - Overtime/Compensatory Pay

- A. Non-exempt employee shall be compensated at a rate of one and one half (1 ½) times their regular rate consistent with FLSA guidelines. Compensatory time will no longer be used in lieu of payment of overtime.
- B. Overtime will be paid to those employees who work over forty (40) hours in a workweek. However, vacation leave, sick leave, holidays (including birthday) and jury duty will be considered hours worked for the purposes of computing overtime.
  1. It is intended that the work in excess of established hours of work and days of work shall be kept to a minimum and shall be authorized only when it is required to meet operating service requirements.

2. Employees shall work overtime only when directed to do so by the Department Head. Overtime work, for any position class, shall be allocated as equally as is possible among all qualified employees in that department.
  3. Those actual hours actually worked in excess of forty (40) hours in a regularly scheduled workweek shall be deemed overtime hours. Hours of military leave and funeral leave shall not be considered hours worked for the purpose of computing overtime.
  4. Those employees non-exempt under FLSA Wage and Hour legislation, shall be compensated for overtime worked in excess of forty (40) hours in a workweek at a rate of one and one half (1 ½) times the employee's straight time rate of pay. Such pay will be included with pay for the period in which the overtime was worked.
  5. When an emergency exists, as determined by the City, or when a non-exempt employee is required to remain on duty without notification prior to his normal departing time, for a minimum of two (2) hours beyond his normal schedule workday, such employee shall receive a free meal or shall be entitled to leave the job and eat a meal. The cost of such meal shall be reimbursed by the City at the applicable rate established by the State.
- C. Non-exempt employees. Requirement to wear communication devices (i.e.: cellular phones, beeper, etc.)
1. Category "A" employees (no additional compensation). Non-exempt employees falling within this category may be required to wear a communication device provided by the City of Lake Worth Beach or its designee without receiving additional compensation. Employees within this category are expected to answer telephone calls, "beeps", etc., from City personnel or its designee to return to duty after their normal duty hours. However, if requested by City personnel or its designee to return to duty after their normal duty hours, such employees may, based upon reasonable grounds, decline such request. Employees will not be disciplined based upon their reasonable refusal to return to duty.
  2. Category "B" employees (additional compensation). Non-exempt employees falling within this category may be required to wear a communication device provided by the City of Lake Worth Beach or its designee, but will be compensated at a rate of two dollars (\$2) per hour for each non-duty hour such employees are on call. If an employee is required to return to duty under this provision, such compensation shall cease at the time call-back pay begins and will continue to cease until the employee returns to an on-call status. Employees within this category must on a 24 hour/7 days per week basis, be fit, ready and able to return to duty upon being contacted by City personnel or is designee. Refusal to return to duty while in a Category B status may result in discipline as determined by the appropriate supervisor. In the absence of exigent circumstances employees will be advised in writing concerning the anticipated duration which they will be in Category B status.



- D. A rotational overtime list for non-exempt employee shall be established for each Department or as otherwise feasible. The list shall initially be established by City length of service.

When overtime is required, including “on-call” the City shall call the first employee on the list and then follow in successive order.

If an employee cannot be reached, such employee shall not be rotated on the list. However, if an employee refuses overtime, such employee shall be rotated to the bottom of the list. Refusal of overtime four (4) times in a quarter shall constitute removal from the overtime list for a period of one (1) year.

Each quarter the number of overtime hours worked shall be calculated for the purpose of equitability. If necessary, the rotational overtime list will be revised with the employee having the least number of overtime hours, worked or refused, in the preceding quarter rotated to the top of the list for the succeeding quarter.

- E. Unless a financial emergency exists, the employer will not change or alter an employee’s schedule to avoid the payment of overtime.
- F. Compensatory time will no longer be accrued in lieu of payment for overtime. Overtime will be paid consistent with the FLSA guidelines. Any accrued compensatory time will not be lost.

#### **Section 4 - Callback Compensation**

- A. Non-exempt employees called back to work shall receive a minimum of three (3) hours pay consistent with the terms of Section 3 of this Article.
- B. Non—exempt employees called back to work prior to their normal scheduled workday shall be compensated at a rate of one and one half (1 ½) times their regular rate of pay for that time worked in excess of their normal eight (8) hour shift, and will not be sent home early to avoid the payment of overtime.
- C. Consecutive hours worked in excess of sixteen (16) hours shall be paid at double the straight time pay.
- D. Employees “on-call” shall be provided a City vehicle or compensated at the rate, as determined by the State law, for the use of their personal vehicle to return to work.

### **Section 5 - Differential Pay**

Those employees assigned shifts in operational areas requiring 24-hour coverage will receive shift differential of One Dollar (\$1.00) per hour for second shift assignment, and One Dollar and twenty-five cents (\$1.25) per hour for third shift assignment.

### **Section 6 - Travel Expenses**

The parties agree that the City policy concerning travel expenses adopted on December 4, 2012, in Resolution Number 57-2012 be applicable during the contract period.

An employee who must travel out of the City on authorized business and who is offered a City vehicle for that travel may use the City vehicle. If the employee chooses to utilize their own vehicle, the employee will not be entitled to reimbursement associated with this Article. However, if the employee is required to utilize their own vehicle, reimbursement will be in accordance with City's Resolution regarding travel expenses.

The parties recognize and agree that Resolution No. 57-2012 is in the process of being updated and the updated travel resolution shall become effective upon passage.

## Article 21 – Holidays

### Section 1 - Holidays Observed

A. All bargaining unit employee shall receive the following paid holidays:

1. New Year's Day
2. Martin Luther King Holiday
3. President's Day
4. Memorial Day
5. Juneteenth
5. Independence Day
6. Labor Day
7. Columbus Day/Indigenous Peoples' Day
8. Veteran's Day
9. Thanksgiving Day
10. Friday following Thanksgiving
11. Christmas Eve
12. Christmas Day
13. Employee's Birthday (Employees shall receive a day, eight (8) hours off with pay for their birthday which shall be taken during the fiscal year in which the birthday occurs. Pay for an employee's birthday holiday shall be treated as hours worked for the purpose of computing overtime.) Effective upon ratification, employees regularly scheduled for a ten (10) or twelve (12) hour shift will receive ten (10) or twelve (12) hours off with pay for their birthday.

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

for that year. Effective upon ratification, when a holiday set forth in Section 1 (A) above falls on the scheduled day off of an employee regularly scheduled for a ten (10) or twelve (12) hour shift, the next scheduled work day shall be observed as a holiday for that employee.

Notwithstanding, employees holding positions in Refuse Collection, Solid Waste, and Recycling (excluding the Recycling Coordinator and Refuse Collection Coordinator) shall work on all designated and observed holidays except Thanksgiving and Christmas.

- C. If during the term of this Agreement, the City grants additional holiday or holidays to any other bargaining unit the same day(s) shall be a holiday for the employees covered by this Agreement.
- D. Employees on paid leave on a holiday shall be paid holiday pay in lieu of the paid leave.
- E. Employees must work or be on approved paid leave on the day before and the day after the holiday to qualify for holiday pay.
- F. Employees who are scheduled to work on a holiday, but who request to be off on the holiday at least 48 hours in advance and are approved by the supervisor, shall be paid for the holiday and not charged vacation or sick leave. Employees who are scheduled to work on a holiday, but who call out sick less than 48 hours in advance, must produce a physician certification upon returning to work in order to be paid for the holiday and not charged sick leave.
- G. Employees who are assigned and actually work on a holiday shall receive straight time and one and one half times their regular rate of pay for their entire scheduled shift.
- H. Employees working ten (10) or twelve (12) hour shifts who are not assigned and do not work on a holiday shall receive the number of hours they would have been scheduled to work on the holiday as holiday pay at straight time.

## **Section 2 - Eligibility for Holiday Pay**

- A. All bargaining unit employees shall receive eight (8) hours off with pay for each of the holidays allowed, provided the employee is on an active pay status (that has been pre-approved at least 48 hours in advance of the paid leave) on the scheduled working day before and after the holiday. Effective upon ratification, bargaining unit employees normally scheduled for ten (10) or twelve (12) hour shifts and who are assigned to work a holiday but request to be off at least 48 hours in advance and are approved by their supervisor shall receive ten (10) or twelve (12) hours off with pay for the holiday provided the employee is on active pay status (that has been pre-approved at least 48 hours in advance of the paid leave) on the scheduled work day before and after the holiday. Employees may elect to take a day off in lieu of their actual Birthday

holiday within the fiscal year in which the birthday occurs; however, there will be no payout for holidays not taken prior to separation from City service.

- B. Employees on any approved leave but in a pay status on the day the holiday is observed must use the holiday on the day it is allowed.
- C. Employees required to work on a holiday shall be compensated at their day's pay plus eight (8) hours (or ten (10) or twelve (12) hours where the employee is regularly scheduled for a ten (10) or twelve (12) hour day) at one and one half (1 ½) times their regular hourly rate. However, where an employee is called back on a holiday, the employee shall be paid the call back pay in lieu of the holiday pay for the hours covered by the call back pay (no pyramiding of holiday and call back pay).
- D. When a holiday falls on an eight-hour shift employee's regular day off, the employee will receive holiday pay. Effective upon ratification, when a holiday falls on a weekend day or a day off for an employee regularly scheduled for a ten (10) or twelve (12) hour shift, the next scheduled work day shall be observed as a holiday for qualified employees as outlined in Section 1 (B) above.

**Article 22 - Leave**

**Section 1 - Vacation Leave and Termination Pay**

- A. Vacation Leave shall be charged in one-half (½) hour increments; employees shall be charged eight (8) hours of vacation leave per day, unless the employee works a ten (10) hour day, in which case such employee shall be charged ten (10) hours per utilization. However, in the case where an employee has less than ½ hour in an “old” bank, employee may utilize the remaining balance, plus any other amount from the “new” bank to cover the absence.
- B. Upon termination, resignation with a minimum of two weeks’ notice, retirement or death, all unused annual vacation leave up to a maximum of 160 hours will be paid to the employee or beneficiary at the regularly scheduled rate.
- C. Employees shall be required to use a minimum of forty (40) hours of annual leave during each year based on the anniversary date of hire. Failure to do so shall result in the Employee forfeiting the hours, up to forty (40), not used during each year.
- D. Vacation Leave Time
  - 1. Upon hire, an employee shall be qualified to receive vacation leave in proportion to the allocated weekly hours for the position class of assignment, for full days accumulated, as below. Bargaining unit employee shall be entitled to one (1) day additional leave for each year after twenty (20) years of completed service.

Hours of Vacation Leave Time – 40 hour week

80 hours	1 year of service
88 hours	2 years of service
96 hours	3 years of service
104 hours	4 years of service
112 hours	5 years of service
120 hours	6-8 years of service
128 hours	9-11 years of service
136 hours	12-14 years of service
144 hours	15-19 years of service
160 hours	20 or more years of service

- 2. In circumstances where a supervisor plans to deny a vacation request, the supervisor shall contact the City Manager prior to denying the request to discuss the reason(s) for the vacation denial. If the City Manager determines that the reason(s) given do not justify the

vacation denial, the employee shall be advised of the City Manager's decision by the supervisor and the employee shall be entitled to take the requested vacation.

3. Only earned vacation leave may be taken.
4. Vacation leave shall be scheduled by and approved by the Department Head or designee or immediate supervisor or designee, as far in advance as possible but no less than twenty-four (24) hours in advance of time requested except in cases of emergency. Vacation time shall be scheduled in accordance with the employee's request, with length of service taking precedence where more than one employee requests the same time off, and with due consideration given to the requirements of maintaining the services the department renders. Vacation time must be approved in advance by the appropriate Department Head or designee or immediate supervisor or designee.
5. Changes in the scheduling of vacation leave can only be made with the prior approval of the Department Head or his designee.
6. If the observance of an official holiday shall fall within the period of vacation leave being taken by an employee, it shall not be charged against the employee's accumulated vacation leave.
7. Accumulated vacation leave may also be used for:
  - a. Absence(s) occasioned by illness or injury of a member of the employee's household.
  - b. Absence(s) where personal obligations must be taken care of during an employee's assigned hours of duty.
  - c. Absence(s) where an employee's religious convictions require observance during employee's assigned hours of duty.
  - d. Sick leave, where regular accumulated sick leave days have been used up; however, sick leave shall not be used for vacation leave.

## **Section 2 - Sick Leave**

A. GENERAL. Sick leave is a benefit provided by the City for permanent employees so that they may have paid time off when they are unable to report for duty by reason of illness, injury and/or periods of stress, occasioned by other than causes arising out of employment in the City.

B. USE OF SICK LEAVE.

1. Sick leave shall be allowed only in the case of:
  - a. Actual disability arising from illness and/or non-work related injury.
  - b. Medical, dental, or eye treatment or examination, for which arrangements could not be made outside the employee's assigned hours of duty.
  - c. Periods of stress occasioned by serious illness and/or injury of an employee's wife or husband, grandparents, mother, father, sister, brother, daughter, son, step-parent, step-sibling, ward, or domestic partner, for all reasonable and necessary time up to and including three (3) consecutive working days. The relationships given shall include those arising from marriage or adoption, or guardianship established by court action.
2. Accumulated Sick Leave Accounts may be used for treatment and/or prescribed recovery pertaining to a serious illness or medical procedure which exceeds three (3) consecutive days of the employee's normal schedule.
3. The Current Sick Leave Account shall be the initial account that time is charged from for payroll purposes. Upon the written request of the employee and documentation from the physician who is administering the care, the Current Sick Leave Account may be credited from the Accumulated Sick Leave Account balance (if any exists) up to the amount of the sick leave used or the time prescribed for the treatment or recovery for which the employee will need to be off of his/her normal work assignment.
4. The approval of the request shall be subject to the approval of the employee's supervisor. If the employee has been directed by his physician for treatment or an operation, the notification and approval request shall be in advance of the actual treatment or operation. If the treatment or operation is of an emergency nature, the notification and approval request shall be made as soon as practical by the employee or his immediate family.
5. If time has been transferred from the Accumulated Sick Leave Account and the Current Sick Leave Account has a balance at the employee's anniversary date, the Accumulated Sick Leave Account shall be credited from the Current Sick Leave Account up to the number of hours transferred into the Current Sick Leave Account per the above request and subsequent approval.
6. If after the transfer back to the Accumulated Sick Leave Account has occurred, a balance remains in the Current Sick Leave Account, the normal procedure for splitting the Current Sick Leave Account shall be followed.
7. When an employee's accumulated sick leave allowance and/or accumulation in any year and credited retained sick leave, where approved, have been used up, the employee may



elect to use accumulated vacation leave. Permanent employees who have used all current accumulated and retained sick leave may apply to participate in the Voluntary Sick Leave Donation Program.

8. When sick leave(s) as in "7" above, and vacation leave have been used up, the employee may be placed on leave of absence without pay.
- C. SICK LEAVE ALLOWANCE - Upon hire, employees shall accumulate sick leave at the rate of one (1) day per month for a total of twelve (12) days or ninety-six (96) hours per year. Sick leave will consist of one (1) single leave bank.
  - D. Unused sick leave shall be accumulated with no maximum limit.
  - E. Unused sick leave will be retained, but not accrued, when an individual is laid off. If the laid off employee is reinstated within the recall period, unused sick leave will be reactivated.
  - F. Upon retirement in the City's Pension Plan, including the Cash Balance Plan: employees with less than twenty (20) years of service will be paid for all sick leave up to two hundred (200) hours at fifty-five percent (55%) of the regular rate of pay; employees with at least twenty (20) years of service but less than thirty (30) years of service will be paid for all sick leave up to two hundred (200) hours at sixty five percent (65%) of the regular rate of pay; employees with thirty (30) or more years of service will be paid for all sick leave up to two hundred (200) hours at seventy-five percent (75%) of the regular rate of pay.

"Retirement" is described as the following:

- (1) A participant hired prior to October 1, 2010:
  - (a) Age 65 with 10 years' service
  - (b) Age 55 with 30 years' service
  - (c) Rule of 80
- (2) A participant hired on or after October 1, 2010:
  - (a) Age 65 with 10 years' service
  - (b) Age 55 with 30 years' service

G. APPROVAL

1. A physician's certification as to the nature of and probable duration of the need for any use of sick leave may be required.
2. Sick leave may be approved for up to three (3) consecutive working days by the Department Head without requiring a physician's certification.

3. A sick leave of more than (3) three consecutive working days may require a physician's certification. Additionally, the certification of the licensed physician as to the nature of the disability, and as to whether or not the employee is in condition to return to the employee's regular duties without hazard to the employee or to others may be required at the discretion of the Department Head.
4. The Department Head may require that an employee be examined initially by the licensed physician, and, if deemed necessary, also by a physician designated by the City at the City's expense, before an employee on sick leave is returned to duty, to determine if the employee is in condition to return to the employee's regular duties without hazard to the employee or others. If any employee chooses their own doctor, it will be at the employee's own expense.

#### H. NOTIFICATION

To be placed on sick leave the employee shall be responsible for notifying his immediate supervisor, the Department Head or his designee. Unless an emergency condition exists as determined by the employee's immediate supervisor, notice shall be given as soon as possible but no later than thirty (30) minutes before the start of the employee's assigned hours of duty. Information shall be given as to the reason(s) for the absence, its probable duration, and other related data. Thereafter, notification shall be daily for the next four (4) consecutive working days, and weekly thereafter. It shall be the employee's responsibility to keep Department Head informed.

Where such notification and information are not received, the Department head shall not authorize payment for absence on sick leave. Such absence shall be recorded as unauthorized and without pay.

#### I. CERTIFICATION

1. The employee shall be responsible for providing medical certification(s), as required.
2. Payments for absence on sick leave may be withheld until required medical certification(s) are provided.
3. The Department Head shall make such investigations and inquiries as shall be found to be desirable.

#### J. PAYMENT

1. Payment shall be made only for the approved sick leave, and shall be at the employee's regular straight time rate of pay as of the last day worked before the start of such period of leave.
2. Payment shall be made only for a working day for which the employee otherwise would have received pay; no payment shall be made for any time for which the employee otherwise receives pay.
3. An official holiday occurring during an approved sick leave shall be paid for as such; no charge shall be made against any sick leave for such holiday.
4. Charges against allowed, accumulated accredited sick leave shall be in units of one-half (½) hours. However, in the case where an employee has less than ½ hour in the "Current Sick Leave Account", employee may use the remaining balance of the Current Sick Leave Account and then use the Accumulated Sick Leave Account (if any exists) up to the amount of the sick leave used or the time prescribed for the treatment or recovery for which the employee will need to be off of his/her normal work assignment to cover the absence.
5. Where allowed, sick leave is used for other than authorized purposes, the time off shall be without pay; the employee shall also be liable to disciplinary action.
6. Separation from the City shall cancel all unused sick leave allowed.
  - a. An employee on leaving the City by retirement shall be paid as in "F – 1" above, for any unused retained sick leave credited; and
  - b. At the death of an employee before retirement, payment as in "F-1" above, for any unused retained sick leave credited, shall be made to the employee's designated pension beneficiary, or in the absence of such designated beneficiary, to the employee's estate.
7. Employees who return to the City up to one (1) year from the date of a layoff shall be credited with all sick leave he had prior to being laid off, provided such employee shall not accumulate sick leave during the layoff.

K. COVID VOLUNTARY VACCINATION PERFORMANCE INCENTIVE

1. COVID-19 vaccines have been approved by the US Food and Drug Administration (FDA) and are readily available to all adults. As such, a one-time Voluntary Vaccination Performance Incentive is hereby implemented to encourage employees to get vaccinated against COVID-19. This Incentive is based on guidance from the Centers for Disease Control and

Prevention (CDC), the Equal Employment Opportunity Commission and is designed to comply with all applicable federal, state, and local laws.

2. The CDC has found that COVID-19 vaccines are highly effective at preventing individuals from getting sick with COVID-19 and experiencing the most severe consequence of the disease. While the Incentive is designed to encourage employees to get vaccinated if it is safe for them to do so, this is strictly voluntary and the decision whether to get vaccinated or not is entirely the employee's and each employee should work with their health care provider to determine if the vaccination is appropriate for their medical circumstances.
3. This Voluntary Vaccination Performance Incentive is a key part of an overall strategy and commitment to maintaining a safe and healthy workplace in light of the COVID-19 pandemic. This Incentive is designed for use together with, and not as a substitute for, other COVID-19 prevention measures, including wearing face coverings, social distancing, sanitizing work areas and proper handwashing hygiene.
4. All employees are eligible for this one-time Incentive. The Incentive is one vacation day added to the employee's vacation leave bank (the hours shall be based on the employee's normal scheduled work hours—e.g. 8, 10 or 12 hour shift).
5. To obtain the Incentive, employees must show proof of being fully vaccinated with a COVID-19 vaccination to Human Resources during the forty five (45) calendar days immediately following ratification of this Agreement by the City Commission. While the proof must be provided during the forty five (45)-day performance evaluation period immediately following ratification by the City Commission, the employee's vaccination dose(s) may have occurred at any time so long as the employee is "fully vaccinated" at the time the proof is submitted. Employees who voluntarily submit such proof during the performance period shall be deemed to have satisfactorily met the City's expectations with meeting their responsibilities in the City's COVID-19 prevention efforts. "Fully Vaccinated" means 14 days after receiving the second dose of the Pfizer or Moderna vaccine, or the single dose of the Jansen (Johnson and Johnson) vaccine.
6. Any employee who does not provide proof of being fully vaccinated during the performance evaluation period shall be deemed to have not met the requirements of the Voluntary Vaccination Performance Incentive program and will forfeit the opportunity for the performance Incentive. Notwithstanding the performance-based nature of this Incentive, this program will not be included in or considered as part of the City's annual evaluation program.
7. Employees who believe they need an accommodation regarding this Incentive because of a disability or religion are responsible for requesting a reasonable accommodation from Human Resources within the forty five (45)-day performance period.

### **Section 3 - Funeral Leave**

An employee, during the period of stress caused by the death of an employee's wife or husband, mother, father, grandparents, sister, brother, daughter, son, grandchild, mother-in-law, father-in-law, aunt, uncle, brother-in-law, sister-in-law, grandparents of spouse, domestic partner, domestic partner's parents, domestic partner's children, or legal guardian, shall be allowed time off with pay for all reasonable and necessary time up to and including three (3) consecutive working days. The relationships given shall include those arising from marriage or adoption. Up to two (2) additional working days not charged against any other leave may be granted at the sole discretion of the Department Head if the funeral is out of state.

### **Section 4 - Court Leave**

- A. JURY DUTY - An employee shall be allowed the necessary time off with pay for jury duty, upon presentation of a lawful notification.
- B. WITNESS DUTY - The Department Head shall allow an employee the necessary time off with pay to appear as a witness, upon seeing the subpoena or directive from a lawful authority; provided, this shall not include any appearance in court as a result of alleged violation of law by the employee, or involving litigation in which the employee is a principal. Where the court appearance is required as a result of the alleged violation of law by the employee or involving litigation in which the employee is a principal, vacation leave or leave of absence without pay may be approved by Human Resources for such purpose(s).
- C. Employees released from court during normal work hours shall report to work if such employee is released from court more than two hours (2) from the end of the normal workday.
- D. Shift employees may, if they so desire, be scheduled for Saturday & Sunday off, and Monday through Friday on the day shift for the period of jury duty. Such change in schedule shall be at no loss of differential pay.

### **Section 5 - Conference Leave**

The employer may grant leave with pay for up to seven (7) days, together with travel expenses in order that employees may attend conferences, schools and similar events designed to improve their performance. The employer may grant additional days upon written request from the employee.

## **Section 6 - Military Leave**

- A. NATIONAL GUARD DUTY LEAVE – The City will grant military leave to employees with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and Florida Statutes, Chapter 115 and Section 250.48.
- B. MILITARY RESERVE DUTY LEAVE – The City will grant military leave to employees with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and Florida Statutes, Title XVII, Chapter 250.48.

## **Section 7 - Leave Without Pay/Leave of Absence**

- A. The City shall provide Family Leave consistent with the applicable law.
- B. General
  - 1. A leave of absence is authorized absence of any employee from assigned duty for a definite period of time without pay, because of necessity, not covered by leave any other basis.
  - 2. No leave of absence, or extension thereof shall be for a period of more than three (3) calendar months, unless the Department Head shall find such longer period of leave of absence consistent with the best interest of the City.
  - 3. An employee while on leave of absence of more than twenty (20) working days shall not accumulate service time for any purpose. Said leave of absence shall result in corresponding adjustment of anniversary date classification.
  - 4. Insurance coverage(s) for a permanent employee while on authorized leave of absence will be maintained by the City for a period of such leave, up to a maximum of three (3) calendar months.
  - 5. A City employee while on authorized leave of absence shall pay all insurance premiums for the employee, if any, and any dependent(s) at least monthly, if the employee desires to keep such coverage(s) in effect.
- C. REQUEST
  - 1. A written request for leave of absence shall be given to the Department Head by the employee, stating:
    - a. The reason(s) for such request;

- b. The starting date of such leave;
  - c. The date of return of duty.
2. Such request shall be supplied at least ten (10) working days before the requested starting date of such leave, unless the Department Head, because of extenuating circumstances, shall agree to accept a shorter period of notice.
  3. In considering a request for a leave of absence, the employee's service record, length of service, experience and the requirements of the Department for the period of the requested leave shall be taken into account.
  4. Any extension of leave of absence shall be requested in writing as in "C-1" above. Thereafter the procedure for handling such requested extension shall be the same as for an original request.

#### D. RETURN

1. Return to work after leave of absence shall be subject to availability of work, and where more than one employee is involved, shall be in order length of prior service in the position class in the department, other considerations being equal; unless the Regulations governing suspension, lay-off or dismissal shall apply.
2. Where the employee desires to return to duty before the final date of the approved leaves of absence, the employee shall give the Department Head at least five (5) working days' notice and have the approval of the Department Head, unless the Department Head, because of extenuating circumstances, shall agree to accept a shorter period of notice, and as may be found to be in the best interest of the City.
3. Any employee who shall fail to return to work on or before expiration date of a leave of absence without notifying the Department Head and making arrangements satisfactory to the Department Head shall be deemed to have resigned without notice and be terminated from the City.

### **Section 8 - Union Leave**

- A. The Union may designate three (3) representatives as members of the bargaining team. These members may be permitted reasonable time to carry out their duties at the bargaining table.
- B. The Union may create a pool of time to be known as the Union Time Pool and each employee shall be allowed to voluntary contribute in minimum units of eight (8) hours, their holiday and vacation time for Union business upon approval of the Union Executive Director or designee.

Request for such time off shall be made to the Department Head in writing and submitted five (5) calendar days prior to the time of such requested time off, providing that when it is impossible (through no fault of the Union) to submit written five (5) days' notice, the request shall be submitted orally and later confirmed in writing. The City agrees to administer the time pool and individuals on the Union business are to be paid as usual by the City.

1. The Union agrees to pay the City at their base rate.
2. All contributions to the Union Time Pool shall be made twice annually during the months of October and April.

**Section 9 – Bonus Hours**

- A. All employees are eligible to receive two (2) bonus hours for continuous attendance at work every three (3) months (October through December, January through March, April through June, and July through September) when the employee has not used sick leave and has not been absent from work other than approved paid leave during the previous three (3)-month period.
- B. Bonus hours shall be added to the employee's vacation leave bank and subject to the provisions set forth for the use of vacation leave.



**Article 23 - Alcohol and Substance Abuse Policy**

Employees are subject to the City's Drug Free Workplace Policy set forth in the Employee Personnel Policies Handbook as amended from time to time. The City retains the right to test employees for alcohol and controlled substances in accordance with applicable State and Federal law, including, but not limited to, those regulations promulgated by the Federal Highway Administration and Department of Transportation for DOT-covered CDL drivers of commercial motor vehicles.

**Section 1 - Grieving Reasonable Suspicion**

If an employee disputes the Department head's certification of reasonable suspicion, the employee must, nonetheless, submit to blood/ urinalysis test as ordered by the Department head, while simultaneously filing a grievance over the order. Such grievance may be immediately arbitrated under the expedited arbitration rules of the Federal Mediation and Conciliation Services. Pending the arbitrator's decision, which shall be final and binding, the blood/urinalysis sample shall be frozen. Refusal to submit to testing is grounds for termination from employment.

## Article 24 – Benefits

- A. The City shall furnish health insurance for all employees at no cost to the employee.
- B. For employees selecting dependent coverage from any plan offered, the City shall contribute no less than 50% of the premium per month toward family coverage (if applicable). The employee shall be responsible for the remaining portion of the monthly premium.
- C. The City will provide a minimum of a twenty-five thousand dollar \$25,000 Life Insurance Policy or greater amount is so provided to other bargaining units in the City.
- D. Workers' Compensation shall be provided consistent with Florida State Law.
- E. Travel, employee training and development shall be provided consistent with this Agreement.
- F. The City shall provide liability coverage for all employees to the extent provided by law.
- G. During the term of this agreement, the City shall make available to eligible employees, a single individual and dependent health insurance program selected by the City. The City reserves the right to change the plan benefits and carriers or enter a self-insurance program if and when it deems necessary. Before implementing any changes in the health insurance program, the City will consult with the Union, not to bargain the substance or impact but to inform the Union of the proposed changes and to solicit input from the Union. Prior to the annual open enrollment period, a joint labor/management committee will be formed to make recommendations regarding the City's employee health insurance program, including carrier or third party administrator, coverage options, or other terms and conditions. Union representatives shall be appointed by the Union President; the findings of the committee shall be in the form of advisory recommendations to the City Manager and the City Commission. The City at its discretion may offer several options of health coverage.
- H. Employees required by the City to maintain a CDL license shall have the renewal cost of the license paid for by the City.

## Article 25 – Evaluations

Evaluation shall be directed to identify strengths as well as weaknesses.

- A. An Union member may be required to evaluate a bargaining unit member, subject to review and sign off of the appropriate supervisor. Bargaining unit members will be required to attend training sessions on writing and giving effective performance feedback.
- B. Employees shall be evaluated upon completion of their probationary period and annually thereafter. Probationary employees shall be evaluated quarterly or when Department Heads deem it necessary for unscheduled evaluations. Employees have the right to request the Union to be present at any meeting between the employer and employee if that meeting is for the purpose of discussing the employee's less than satisfactory performance.
- C. It is the City's intent to create and implement an electronic City-wide performance evaluation tool. Upon the adoption of a uniform and objective electronic evaluation performance instrument each individual shall be informed of criteria and procedure used in the evaluation process. During the Term of this Agreement, the Performance Evaluation will not impact wages or be used to determine wage rates or increases.
- D. Subsequent to completion of the performance appraisal instrument, bargaining unit members may be asked to periodically provide self-assessment with respect to established goals, targets, metrics and/or standards.
- E. The employee shall have the right to submit a written statement to be attached to the written evaluation.
- F. The employee shall be provided a copy of the evaluation at the time it is signed by the employee acknowledging receipt.
- G. If an employee receives a less than satisfactory rating the evaluator shall:
  - 1. Identify in writing specific deficiencies of the bargaining unit members.
  - 2. Provide in writing specific suggestions for improvement; and set a reasonable time limit for improvement.
  - 3. Meet periodically (not less than once a month) for the purpose of discussing progress towards satisfactory performance.

## Article 26 - Training and Education

**A. POLICY** - 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.

**B. BENEFITS**

1. Tuition Reimbursement. The City shall reimburse permanent employees' tuition costs for coursework pre-approved by the Department Director, properly budgeted, and related to their job or leading to a degree relating to their job, based on performance, according to the following schedule:

Reimbursement Schedule:

Grade A - 100%

Grade B - 75%

Grade C - 60%

2. Reimbursement shall not be paid for grades of D or lower and shall exclude costs for books and materials. Classes offering only Pass/Fail grading shall be reimbursed one hundred percent (100%) for achieving a passing grade.

**C. ANNUAL MAXIMUM REIMBURSEMENT** – Total annual cost to the City shall not exceed \$1,000 per fiscal year per employee, subject to availability of funding, and the tuition reimbursement will not be given to those employees who qualify for similar benefits under any other tuition refund or incentive program, policy or agreement.

**D. REPAYMENT OBLIGATION** - Employees receiving reimbursement under this program will be obligated to remain in the employ of the City for a minimum of one year following completion of coursework. Employees separated from City service prior to the expiration of the year following tuition reimbursement will refund the cost of tuition reimbursement received for their coursework completed during the prior year through deductions from their final payroll check. Employees laid off during this period shall be excluded from this obligation.

**E. APPLICATION** - Employees desiring to participate in the City of Lake Worth Beach Employee Tuition Program shall, on or before May 1 of each fiscal year, submit to their Department Head a statement of intent to make application for the Tuition Refund for the following fiscal year. Then, during the following fiscal year, the employee shall submit to their Department Head one copy of an "Application for Tuition Refund" no later than five (5) days prior to the close of

registration for the course. Department heads will affix their recommendation and forward the application to the City Manager, who will coordinate the program, if approved and budgeted.

- F. REIMBURSEMENT** - All approved applicants will submit a request for reimbursement along with tuition receipts and official grade notification through their Department Head to the City Manager no later than thirty (30) days from the receipt of grades. The City Manager will authorize payments under this program. Persons who are candidates for certificates or degrees must also submit a statement from their Academic Department Chairman, indicating the title of the degree or certificate sought and the field of specialization, if this is not already indicated on the official grade.
- G. Certification/Degree Pay** - Bargaining unit employees that are required by the City in writing to attain accreditation and certification beyond the minimum qualifications for the position for performance of their duties shall receive a five percent (5%) increase in addition to their normal salary. Additionally, employees that are directed in writing to obtain an advanced degree which the City pays for and benefits from such education, such employee(s) shall receive a five percent (5%) increase in salary, provided that such degree is not a minimum qualification for the position the employee holds. Prior to the aforementioned increase, the employee is required to provide Human Resources with a copy of the written directive issued by the Department Director with the Human Resource Director's approval to attend/obtain such degree or accreditation/certification as well as documentation of the degree, accreditation, and/or certification awarded.

The accreditations and certifications contemplated by this section are intended to reward advanced training that carries employees' skills beyond the ordinary and shall not be used for certificates of participation, routine training, equipment demonstrations and training, training provided by the Human Resources department, safety training or exercises and the like.

The parties recognize that accreditations and certifications are difficult to generally describe to account for all circumstances. For that reason, the parties agree the following certifications/accreditations shall qualify for Certification Pay when required by the City in writing and the certification/accreditation is beyond the minimum qualifications for the position for the performance of their duties:

- National Institute for Automotive Service Excellence (ASE) for mechanics
- Certifications and Licenses based on Pesticide Use (Public RUP Applicator License; Commercial RUP Applicator License; Public Health Pest Control License; Commercial Pest Control Operator Certification; Limited Lawn & Ornamental Certification; Limited Structural Certification) (if multiple certifications are directed, 5% increase for each)
- Florida Association of Code Enforcement (FACE) certification (for each level)
- System Operator NERC Certification
- AICP – American Institute of Certified Planners

- BOAF certifications – Building Officials Association of Florida
- Inspectors and Plans Examiners certified by State of Florida DBPR
- FABTO Statewide Certification – Florida Association of Business Tax Officials
- IgCC Plans Examiner; IgCC Plans Examiner with ASHRAE 189.1; IgCC Commercial Inspector; IgCC Commercial Inspector with ASHRAE 189.1; and Green Building-Residential Examiner– International Code Council
- RA – Registered Architect licensed by the State of Florida DBPR
- Registered Landscape Architect licensed by the State of Florida DBPR
- State of Florida Emergency Medical Technician I Certification
- Certified Parks and Recreation Professional (CPRP) through the National Recreation and Park Association
- Certified Playground Safety Inspector (CPSI) through the National Recreation and Park Association
- Society of Human Resources Management Certified Professional or Senior Certified Professional (SHRM-CP or SHRM-SCP)
- Human Resource Certification Institute Senior Professional in Human Resources (SPHR) or Professional in Human Resources (PHR)
- Certified Public Finance Officer through the Government Finance Officer Association
- International Public Management Association for Human Resources Certification (IPMA-CP or IPMA-SCP)
- Certified Municipal Clerk or Master Municipal Clerk through the International Institute of Municipal Clerks (IIMC), which may be obtained through the Florida Association of City Clerks
- International Society of Arboriculture (ISA) Certification
- State of Florida Backflow Prevention Assembly Tester Certification for Plumbers

The parties anticipate updating job descriptions to include some of the above certifications as minimum job qualifications. For those positions, on the first full pay period after the job descriptions are implemented, employees presently receiving the Certification Pay will have such pay rolled into the base salary and the Certification Pay will no longer be a separate pay category.

**Article 27 – Salaries**

**Section 1 – Contract Term**

This agreement shall remain in effect through September 30, 2024, after a majority of those bargaining unit members voting on the question of ratification and thereafter, upon its ratification by the City Commission ratifying the Agreement and execution of the Agreement by the City. The Agreement, upon being ratified by the appropriate Union Representatives and ratification of the City official(s) becomes effective.

**Section 2 – Wage Increases During Term of Contract**

(A) All bargaining unit classifications shall receive an increase in base pay effective as follows:

First full pay period after ratification by both parties that also occurs on or after October 1, 2021	The following classifications shall have the minimum of the salary range specially adjusted to: <ul style="list-style-type: none"> <li>• FT Lifeguard: \$19.894/hour</li> <li>• Lieutenant Lifeguard: \$22.045/hour</li> </ul>
First full pay period after ratification by both parties that also occurs on or after October 1, 2021	<ul style="list-style-type: none"> <li>• 3% increase in base pay for all employees <b>for all employees, including the special adjustments listed above</b></li> <li>• Additional increase to minimum of \$15.00 for all positions paid below \$15.00 after the 3% increase in base pay</li> </ul>
October 1, 2022	3% increase in base pay for all employees
October 1, 2023	3% increase in base pay for all employees

**(B) One-Time Signing Incentive**

In the 2021/2022 fiscal year, each bargaining unit member shall receive a one-time signing incentive, equal to the net amount of \$2,000.00, provided that the employee: (1) is employed on the effective date of this Agreement upon ratification by both parties; and (2) on the date of payment. The signing incentive shall be paid within thirty (30) days of ratification by both parties.

**Section 3 Longevity Bonus**

Upon reaching five (5) years of service, full-time, permanent employees will receive \$375. This will be received annually and increased annually by \$75 after five (5) years of service to a maximum of \$1,500 annually. For example:

5 years	\$375
6 years	\$450

7 years	\$525
8 years	\$600
9 years	\$675
10 years	\$750
11 years	\$825
12 years	\$900
13 years	\$975
14 years	\$1,050
15 years	\$1,125
16 years	\$1,200
17 years	\$1,275
18 years	\$1,350
19 years	\$1,425
20 years or more years	\$1,500 each year thereafter

**Section 4 – Emergency Preparedness**

Employees shall be eligible for pay under the City’s Hurricane and Emergency Preparedness Policy, shall be paid in accordance with the policy as amended from time to time. The City will provide the union a copy of any amended policy within 30 days of the changes being made. Emergencies are determined and declared in the sole discretion of the City and generally exclude public health emergencies (with the exception of those determined in the sole discretion of the City to have imminent and significant negative local impact).

Notwithstanding the foregoing, Essential Non-Exempt employees who are assigned to mandatory confinement on City property during the emergency shall receive their regular hourly rate plus 1.5 times the regular hourly rate during the period of mandatory confinement until released from mandatory confinement. Should an Essential Non-Exempt employee be released from mandatory confinement but then return to duty to perform work as an Essential employee not subject to mandatory confinement, the City’s Hurricane and Emergency Preparedness Policy shall apply with respect to payment of wages.

Mandatory confinement means an employee is part of a small group of Essential Non-Exempt (and Exempt) employees who are directed to remain on City property during the declared emergency beginning at a time certain and who are generally not released from City property until the severity of the emergency is determined by the City Manager or designee to end the mandatory confinement period.



Due to the unpredictable nature of some emergencies, such as hurricanes, the City Manager or designee has authority to temporarily release employees during the period of mandatory confinement in situations where the anticipated impact of the emergency has been delayed. Employees temporarily released under these circumstances and who are directed to report back to return to mandatory confinement shall be paid at the rate for mandatory confinement for both periods of time where the employee was actually subject to mandatory confinement, but not the time during which the employee was temporarily released.

## **Article 28 - Savings Clause**

If any provision of this agreement is or shall at any time be contrary to law, then such provision shall not be applicable and impact of such law shall be bargained by the parties. All other provisions of this agreement shall remain in effect.

## **Article 29 - Effect of Agreement**

### **Section 1 – Contract Term and Renewal**

This Agreement shall remain in effect through September 30, 2024, after a majority of those bargaining unit members voting on the question of ratification and thereafter, upon its ratification by the City Commission and execution of the Agreement by the City. The Agreement, upon being ratified by the appropriate Union Representatives and ratification of the City official(s) becomes effective. This Agreement shall automatically be renewed from year to year thereafter unless written notice to modify or amend is given by either party one hundred eighty (180) days before September 30, 2024 and each successive September 30. In the event such notice is given, negotiations shall commence within thirty (30) days of such notification.

### **Section 2 – Complete Agreement**

The agreements contained herein constitute the full and complete agreement between the Union and the City shall not be changed, altered, modified or amended by either party unless changes are reduced to writing and ratified by both parties.

## **Article 30 - Definition of Terms**

Anniversary Date - The date an employee begins employment with the City.

Assistant Director(s) - Assistant Director(s) employed by the City.

Union – Public Employees Union, FPD, NUCHHCE.

City - City of Lake Worth Beach, Florida.

City Commission - City Commission of the City of Lake Worth Beach.

Day - Workday, unless otherwise specified.

Directors(s) - Directors(s) employed by the City or their designee(s).

Employee - All employees represented by the Union in the bargaining unit.

Management - City Manager, Director(s), Assistant Director(s) or designee.

Meal(s) - A duty-free meal period.

Normal Work Day - Eight (8) or ten (10) hours per day.

Normal Work Week - Forty (40) hours per week.

PERC - Florida Public Employee Relations Commission.

Probationary Employees - A regular full-time or part-time employee serving a probationary period prior to final appointment to a position.

Probationary Period - A nine-month (9-month) probationary period during which the time the City will evaluate an employee's performance and ability.

Public Employee Relations Act (PERA) - Florida Statutes, 447, Part II Chapter 74-100.

Work Breaks - A minimum of fifteen (15) minutes per scheduled four (4) hours of work.

## **Article 31 – Pension**

Retirement benefits for all bargaining unit members shall be governed by the applicable provisions of Chapter 16, Pensions and Retirement, of the City of Lake Worth Beach Code of Ordinances as amended by Ordinance 2018-05.

**Ratification**

The present agreement beginning upon ratification by both parties and ending September 30, 2024, was ratified by the PEU membership on November 30, 2021, and by the City Commission on \_\_\_\_\_.

City of Lake Worth Beach:

Public Employees Union:

By: \_\_\_\_\_  
Betty C. Resch  
Mayor of the City of Lake Worth Beach

By: \_\_\_\_\_  
Henry Santana, PEU  
Administrative Organizer and Chief Negotiator

By: \_\_\_\_\_  
Evanna Stephenson, PEU  
Lead Delegate

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:

By: \_\_\_\_\_  
Glen J. Torcivia, City Attorney

Attest: \_\_\_\_\_  
City Clerk Melissa Ann Coyne, CMC

## APPENDIX A

### PEU BARGAINING UNIT CLASSIFICATIONS SUBJECT TO REVIEW BY PERC

<b><u>Job Title</u></b>	<b><u>Job Code</u></b>
Customer Service Rep	4005
Bldg/Str Maintenance Mechanic	3022
Administrative Secretary	1060
Equipment Operator II	3042
System Operator II	4042
PC Technician	1222
Energy Auditor I	4592
GIS Planner	4180
Solid Waste Foreman-Garb/Recyc	3064
Groundskeeper II	3142
Traffic Maintenance Tech	3155
Lifeguard	7535
Chief Equipment Specialist	3037
Stormwater Technician I	1900
System Operator II-GIS	4044
Library Specialist	7025
Street Sweeper Operator I	3189
Community Code Officer	1547
Accountant I	1130
HVAC Technician	3131
Equipment Operator III-Lead	3045
Solid Waste Technician	3060
Network Administrator-Microsoft	1224
Groundskeeper III	3139
Accounts Payable Manager	1128
Senior System Operator	4043
Lead Maintenance Technician	3149
Purchasing Agent	1331
Equipment Operator IV-Utility	3047
Equipment Mechanic	3035
Plumber	3126
Electrician	3189
Recycling Coordinator	3061
Customer Service Cashier	4006
Librarian I	7046
MD Inspector	1589
Refuse Collections Coordinator	1854
Carpenter	3123

Community Planner	1952
Groundskeeper – PT	3138
Irrigation Maint Tech/Gardener	3146
Licensing Officer/Permit Spec	1523
Licensing/Permit Technician	1497
Public Services Coordinator	1853
Housing Planner	1949
Solid Waste Foreman Bulk Waste	3062
Garage Store Specialist/Svc Wr	3029
SCADA & Control Programmer	4071
Chemical Technician/Gardener	3144
Painter	3120
Receptionist	1051
Resource Programmer	4072
Community Code Technician	1549
Senior Community Code Officer	1546
Administrative Assistant	1875



## APPENDIX B

### **SOLID WASTE & RECYCLING DAILY POST-ROUTE TASK LIST**

- I. Submit all SWA tickets to the LWB Solid Waste main office. If not already reported, this is when office staff should be informed of any field issues encountered that day so customer calls may be addressed appropriately.
- II. Employees are responsible for completion of daily task assignments, which includes satisfactory completion of the assigned scheduled route. Check in with Supervisor / Foreman to ensure all routes are complete for Garbage, Trash, and Recycling. If necessary, operators who complete a particular route early may be dispersed back in to the field to aid those on heavier routes in order to maintain essential service to the community. This practice reinforces the operational need to complete all routes every day.
- III. Ensure all paperwork is completed and submitted to the LWB Solid Waste main office for Garbage, Trash, Recycling, and Cart/Dumpster repairs.
- IV. All equipment & trucks must be taken to the SWA transfer station and emptied at the end of each day, regardless of the quantity of material they contain. This helps to eliminate possible health and safety issues.
- V. Employees must inspect trucks prior to beginning routes to ensure safe operating condition and must re-inspect trucks during clean-up of truck at the end of the workday. Pre-Trip/Post-Trip Inspection Reports must be completed each day. Should there be an issue that needs to be addressed per this form, the operator should turn in the equipment at the City Garage for repairs and retain their copy of the Garage repair ticket.
- VI. When an operator arrives at work in the mornings, equipment should already be prepared to begin route collections. To accomplish this efficient practice, all equipment needs to be fueled, washed, greased, fluids checked and filled, and cleaned out (including the cab) prior to being parked each evening.
- VII. Cycle all blades, compactors, and other moving components to confirm no water, oil, hydraulic, or other fluid leaks are present. Trucks should be sealed tight prior to driving routes. This practice will help eliminate unsightly and pungent odors in our City neighborhoods and rights of way.
- VIII. At the conclusion of a daily route, prior to leaving the City limits for the SWA transfer station, an operator shall check in with the LWB Solid Waste main office for customer call-ins regarding missed carts, missed stops, or missed dumpsters on that particular route.
- IX. Ensure the Solid Waste yard & wash ramp are clean with all tools stored properly.

- X. Employees must check with the Supervisor/Foreman to make sure all of the assigned tasks are complete and receive approval from the Supervisor/Foreman to conclude the shift, prior to leaving for the day.
  
- XI. Certain monthly tasks will be assigned on days designated by the Supervisor/Foreman and must be completed on the day assigned before the employee will be approved to conclude the shift.

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** December 7, 2021

**DEPARTMENT:** Public Works

**TITLE:**

Agreement with Kleen-Tech Services for the Group A Janitorial Services and Agreement with Image Janitorial Services for the Group B Janitorial Services

**SUMMARY:**

The Agreement with Kleen-Tech Services, Inc. authorizes the vendor to perform janitorial services City wide for the Group A facilities at a cost not to exceed \$177,892.00.

The Agreement with Image Janitorial Services, Inc. authorizes the vendor to perform janitorial services City wide for the Group B facilities at a cost not to exceed \$39,830.64.

**BACKGROUND AND JUSTIFICATION:**

The City of Lake Worth Beach's Public Works Department actively manages the janitorial services for all City buildings and recreational facilities. The existing janitorial services agreement was set to expire on November 1, 2022, however the City and the current vendor have mutually agreed to terminate without cause effective December 31, 2021.

The new City-wide Janitorial Services contract was bid on November 10, 2021 and the City received a total of six (6) proposals. The City split the facilities into two (2) separate groupings, Group A and Group B. Group A contains the City's highly utilized locations and Group B contains the City's facilities that see less utilization and frequency by the public and staff. The Group A lowest, most responsive and responsible bidder was Kleen-Tech Services at a cost not to exceed \$177,892.00, which includes a \$10,000 allowance for unforeseen or additional janitorial work. The Group B lowest, most responsive and responsible bidder was Image Janitorial Services at a cost not to exceed \$39,830.64, which includes a \$7,500 allowance for unforeseen or additional janitorial work. Each contract will be for an initial three (3) year term with the option to renew for two (2) additional one (1) year periods. Fiscal Year 2022 will incur 9 months of expenses for a total of \$163,291.98.

A budget transfer is being requested to allocate the necessary funds for the contracts. The new janitorial services agreements have higher costs than the current agreement in place and therefore additional funds will be necessary. These additional funds will derive from existing operating budgets. The budget transfer document is included in the agenda item backup.

**MOTION:**

Move to approve/disapprove the Agreement with Kleen-Tech Services at a cost not to exceed \$177,892.00.

Move to approve/disapprove the Agreement with Image Janitorial Services at a cost not to exceed \$39,830.64.

**ATTACHMENT(S):**

Fiscal Impact Analysis

Bid Tab  
 Agreement Kleen-Tech  
 Agreement Image Janitorial  
 Budget Transfer Form

**FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

<b>Fiscal Years</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
Capital Expenditures	163,291.99	217,722.64	217,722.64	217,722.64	217,722.64
Operating Expenditures	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
<b>Net Fiscal Impact</b>	<b>163,291.99</b>	<b>217,722.64</b>	<b>217,722.64</b>	<b>217,722.64</b>	<b>217,722.64</b>
<b>No. of Adn'l Full-Time Employee Positions</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

Account Number	Account Description	Project Number	FY22 Budget	Current Balance	Budget Transfer	Agenda Expenditure	Balance
001-5061-519-34-50	Contr. Serv.	General	145,000	85,364.50	10,263.23	95,627.73	0.00
410-5081-534-34-50	Contr. Serv.	Refuse	35,622	17,637	0.00	1,422.00	16,215
410-5082-534-34-50	Contr. Serv.	Refuse	7,101	6,709	0.00	1,422.00	5,287.00
410-5083-534-34-50	Contr. Serv.	Refuse	3,300	2,010	0.00	1,422.00	588.00
401-6010-531-34-50	Contr. Serv.	Electric	56,600	48,680	0.00	16,487.46	32,192.54
408-5090-538-34-50	Contr. Serv.	Stormwater	175,000	96,221	0.00	1,040.05	95,181.00
404-8030-575-34-50	Contr. Serv.	Golf	645,728	643,163	0.00	9,018.00	634,145.00
402-7034-533-34-50	Contr. Serv.	Water	110,925	55,925	0.00	8,069.49	47,855.51
402-7022-533-34-50	Contr. Serv.	Water Plant	247,126	83,676	0.00	2,674.26	81,001.74
140-8055-575-34-50	Contr. Serv.	Beach	36,150	30,830	0.00	16,938.00	13,892.00
TBD	Contr. Serv.	Comm. Sust.	TBD	TBD	TBD	9,171.00	TBD



**CITY OF LAKE WORTH BEACH  
IFB 22-100 CUSTODIAL SERVICES  
BID TABULATION SHEET**

			CHI-ADA CORPORATION		CLEAN SPACE, INC.		IMAGE JANITORIAL SERVICES INC.		KLEEN-TECH SERVICES, LLC		SHINE SO BRIGHT CLEANING INC		TERRAN'S SPIC AND SPAN CLEANING SERVICE LLC	
ITEM #	DESCRIPTION	QTY	MONTHLY COST	TOTAL ANNUAL COST	MONTHLY COST	TOTAL ANNUAL COST	MONTHLY COST	TOTAL ANNUAL COST	MONTHLY COST	TOTAL ANNUAL COST	MONTHLY COST	TOTAL ANNUAL COST	MONTHLY COST	TOTAL ANNUAL COST
1	LOCATION #1 - CITY HALL	12	\$867.36	\$10,408.32	\$1,586.88	\$19,042.56	\$1,608.53	\$19,302.36	\$1,550.00	\$18,600.00	\$1,600.00	\$19,200.00	\$1,729.00	\$20,748.00
2	LOCATION #2 - CITYHALL ANNEX	12	\$824.72	\$9,896.64	\$1,078.34	\$12,940.08	\$935.47	\$11,225.64	\$1,594.00	\$19,128.00	\$600.00	\$7,200.00	\$1,037.00	\$12,444.00
3	LOCATION #3 - PUBLIC SAFETY COMPLEX	12	\$2,015.00	\$24,180.00	\$3,490.00	\$41,880.00	\$3,383.10	\$40,597.20	\$3,832.00	\$45,984.00	\$1,600.00	\$19,200.00	\$3,890.50	\$46,686.00
4	LOCATION #4 - OSBORNE CENTER	12	\$529.20	\$6,350.40	\$793.07	\$9,516.84	\$643.12	\$7,717.44	\$774.00	\$9,288.00	\$1,000.00	\$12,000.00	\$691.60	\$8,299.20
5	LOCATION #5 - SANITATION / STREETS	12	\$275.00	\$3,300.00	\$467.89	\$5,614.68	\$455.62	\$5,467.44	\$474.00	\$5,688.00	\$640.00	\$7,680.00	\$648.37	\$7,780.44
6	LOCATION #6 - UTILITIES COMPLEX	12	\$951.25	\$11,415.00	\$3,689.95	\$44,279.40	\$3,578.59	\$42,943.08	\$2,038.00	\$24,456.00	\$1,200.00	\$14,400.00	\$6,916.00	\$82,992.00
7	LOCATION #7 - GOLF COURSE	12	\$275.00	\$3,300.00	\$1,530.00	\$18,360.00	\$1,866.11	\$22,393.32	\$1,002.00	\$12,024.00	\$2,240.00	\$26,880.00	\$3,630.90	\$43,570.80
8	LOCATION #8 - LIBRARY	12	\$782.00	\$9,384.00	\$830.40	\$9,964.80	\$808.62	\$9,703.44	\$845.00	\$10,140.00	\$1,000.00	\$12,000.00	\$864.50	\$10,374.00
19	LOCATION #19- BEACH CASINO BUILDING	12	\$450.00	\$5,400.00	\$570.50	\$6,846.00	\$3,235.56	\$38,826.67	\$1,882.00	\$22,584.00	\$0.00	\$0.00	\$4,841.20	\$58,094.40
<b>GROUP A :</b>			\$83,634.36		\$168,444.36		\$198,176.59		\$167,892.00		\$118,560.00		\$290,988.84	
<b>Contingency:</b>			\$10,000.00		\$10,000.00		\$10,000.00		\$10,000.00		\$10,000.00		\$10,000.00	
<b>GROUP A TOTAL:</b>			\$93,634.36		\$178,444.36		\$208,176.59		\$177,892.00		\$128,560.00		\$300,988.84	
9	LOCATION #9 - PUBLIC WORKS ADMIN	12	\$223.79	\$2,685.48	\$93.38	\$1,120.56	\$119.60	\$1,435.20	\$286.00	\$3,432.00	\$400.00	\$4,800.00	\$172.92	\$2,075.04
10	LOCATION #10 - WIMBLEY GYM	12	\$223.25	\$2,679.00	\$128.83	\$1,545.96	\$183.04	\$2,196.48	\$415.00	\$4,980.00	\$600.00	\$7,200.00	\$259.35	\$3,112.20
11	LOCATION #11 - FACILITIES MAINTENANCE	12	\$345.00	\$4,140.00	\$45.75	\$549.00	\$173.33	\$2,079.96	\$398.00	\$4,776.00	\$600.00	\$7,200.00	\$259.35	\$3,112.20
12	LOCATION #12 - GROUNDS/CEMETERY	12	\$155.25	\$1,863.00	\$73.20	\$878.40	\$208.00	\$2,496.00	\$403.00	\$4,836.00	\$480.00	\$5,760.00	\$259.35	\$3,112.20
13	LOCATION #13 - FOR THE CHILDREN	12	\$269.10	\$3,229.20	\$192.15	\$2,305.80	\$546.00	\$6,552.00	\$428.00	\$5,136.00	\$480.00	\$5,760.00	\$259.35	\$3,112.20
14	LOCATION #14 - WATER UTILITY TRAILER	12	\$487.43	\$5,849.16	\$885.74	\$10,628.88	\$231.11	\$2,773.32	\$490.00	\$5,880.00	\$600.00	\$7,200.00	\$401.85	\$4,822.20
15	LOCATION #15 - WATER PLANT	12	\$358.80	\$4,305.60	\$938.00	\$11,256.00	\$297.14	\$3,565.68	\$554.00	\$6,648.00	\$600.00	\$7,200.00	\$298.25	\$3,579.00
16	LOCATION #16 - 501 LAKE AVE	12	\$269.10	\$3,229.20	\$765.00	\$9,180.00	\$260.00	\$3,120.00	\$516.00	\$6,192.00	\$480.00	\$5,760.00	\$259.35	\$3,112.20
17	LOCATION #17 - 17 S M ST	12	\$215.00	\$2,580.00	\$755.00	\$9,060.00	\$260.00	\$3,120.00	\$503.00	\$6,036.00	\$480.00	\$5,760.00	\$259.35	\$3,112.20
18	LOCATION #18 - GARAGE	12	\$342.00	\$4,104.00	\$336.75	\$4,041.00	\$416.00	\$4,992.00	\$582.00	\$6,984.00	\$600.00	\$7,200.00	\$259.35	\$3,112.20
<b>GROUP B:</b>			\$34,664.64		\$50,565.60		\$32,330.64		\$54,900.00		\$63,840.00		\$32,261.64	
<b>Contingency:</b>			\$7,500.00		\$7,500.00		\$7,500.00		\$7,500.00		\$7,500.00		\$7,500.00	
<b>GROUP B TOTAL:</b>			\$42,164.64		\$58,065.60		\$39,830.64		\$62,400.00		\$71,340.00		\$39,761.64	
1.	Bid Package Cover Sheet (B1)		YES		YES		YES		YES		YES		YES	
2.	Authorized Signature Provided		NO		YES		YES		YES		YES		YES	
3.	Minimum Qualifications (B2)		YES		YES		YES		YES		YES		YES	
4.	Bid (B3)		YES		YES		YES		YES		YES		YES	
5.	Schedule of Unit Prices & Technical Data Sheet (B4)		YES		YES		YES		YES		YES		YES	
6.	Substitution Sheet (B5)		YES		YES		YES		YES		YES		YES	
7.	List of References (B6)		YES		YES		YES		YES		YES		YES	
8.	Affidavit Of Prime Bidder Re Non-collusion ... (B7)		YES		YES		YES		YES		YES		YES	
9.	Drug Free Workplace Certification (B8)		YES		YES		YES		YES		YES		YES	
10.	Campaign Contribution Statement (B9)		YES		YES		YES		YES		YES		YES	
11.	Scrutinized Companies Certification Form (B10)		YES		YES		YES		YES		YES		YES	
12.	Addenda Acknowledgment		YES		YES		YES		YES		NO		YES	
13.	Small Business and/or Local Business preference requested & documents submitted		NO		NO		NO		NO		NO		NO	
14.	Current licenses:		YES		YES		YES		YES		YES		YES	
<b>BID RESPONSIVE:</b>			NO		YES		YES		YES		NO		YES	

**AGREEMENT FOR CUSTODIAL SERVICES**  
**(City Owned Buildings - GROUP A)**

**THIS AGREEMENT** is made this \_\_\_\_\_ day, between the **City of Lake Worth Beach**, Florida, a municipal corporation (“CITY”), with its office located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460, and **Kleen-Tech Services, LLC** a corporation authorized to do business in the State of Florida (“CONTRACTOR”), with its office located at 1301 W. Copans Rd., Pompano Beach, FL, 33064.

**RECITALS**

**WHEREAS**, the CITY is a municipal corporation organized and existing pursuant to the Charter and the Constitution of the State of Florida; and

**WHEREAS**, the CITY issued Invitation for Bid # 22-100 for the Custodial Services for City Owned Buildings (Group A); and

**WHEREAS**, CONTRACTOR submitted a bid to provide the services as described and set out in the IFB; and

**WHEREAS**, the CITY desires to accept the CONTRACTOR’s bid for Group A in order for CONTRACTOR to render the services to the CITY as provided herein; and

**WHEREAS**, the CONTRACTOR further warrants that it is experienced and capable of performing the tasks hereunder in a professional and competent manner; and

**WHEREAS**, the CITY finds awarding the IFB for Group A to the CONTRACTOR as described herein serves a valid public purpose.

**NOW THEREFORE**, the CITY hereby engages the services of the CONTRACTOR, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

**1. TERM**

1.1 The term shall commence on January 1, 2022 for a period of three (3) years unless earlier terminated as provided for in this Agreement. After the initial term, this Agreement may be renewed for two additional, one-year renewal terms with said renewals to be at the discretion at the City. The City Manager is authorized to execute an amendment to this Agreement regarding said renewal term(s) on behalf of the City under the same terms and conditions.

**2. SCOPE OF WORK / SERVICES**

2.1 CONTRACTOR shall provide custodial services for Group A, as more fully described in the Invitation for Bid # 22-100 for the Custodial Services for City Owned Buildings (Group A) (“IFB) and as set forth in **Exhibit “A”**, which is attached hereto and incorporated herein.

2.2 The CONTRACTOR represents to the CITY that all services provided under this Agreement shall be in accordance with accepted and established trade practices and procedures recognized in the CONTRACTOR's trade in general and that the materials provided shall conform to the highest standards and in accordance with this Agreement.

2.3 The CONTRACTOR represents that it is licensed to do business in the State of Florida and holds and will maintain all applicable licenses required for the work to be completed under this Agreement. The CONTRACTOR further warrants its capability and experience to perform the work provided for herein in a professional and competent manner.

2.4 The services shall be performed by the CONTRACTOR or under its supervision and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under the state and local law to perform such services. All of the CONTRACTOR's personnel (and all subcontractors), while on CITY premises, shall comply with all CITY requirements governing safety, conduct and security.

2.5 The CITY may perform quarterly evaluations for each location and provide the written evaluation to the CONTRACTOR using the evaluation form provided with **Exhibit "C"**. The CONTRACTOR will be required to correct all performance issues identified during the term (including renewals) of this Agreement. The CITY reserves the right to terminate this Agreement at any time if the CONTRACTOR's performance drops below 90% for any location and if the CONTRACTOR fails to timely correct identified issues.

2.6 The services shall be completed in accordance with the terms and conditions set forth in the IFB and this Agreement.

### **3. INDEPENDENT CONTRACTOR; USE OF AGENTS OR ASSISTANTS**

3.1 The CONTRACTOR is and shall be, in the performance of the services under this Agreement, an independent contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the services performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the services.

3.2 To the extent reasonably necessary to enable the CONTRACTOR to perform the services hereunder, the CONTRACTOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance of its duties. All costs of the services of, or expenses incurred by, such agents or assistants shall be paid by the CONTRACTOR.

### **4. MATERIALS**

4.1 The CONTRACTOR shall furnish all labor, tools, equipment, materials, licensing, transportation, and all other components necessary to provide the required custodial services that will meet the requirements of the IFB and this Agreement.

### **5. FEE AND ORDERING MECHANISM**

5.1 For services to be rendered under this Agreement, the CONTRACTOR shall be entitled to a fee for actual services provided and accepted by the City, as set forth in CONTRACTOR'S price proposal attached as **Exhibit "B"**.

5.2 Should the CITY require additional materials or services, not included in this Agreement, fees and payment for such work will be set forth in a separate amendment, as authorized in accordance with the CITY's procurement code prior to any such additional materials or services being provided by the CONTRACTOR.

5.3 The City's ordering mechanism for the services performed under this Agreement may be a City Purchase Order; however, the terms and conditions stated in a City Purchase Order shall not apply. CONTRACTOR shall not exceed amounts expressed on any Purchase Order. The City's Fiscal Year ends on September 30<sup>th</sup> of each calendar year. The City cannot authorize the purchase of goods or services beyond September 30<sup>th</sup> of each calendar year prior to the annual budget being approved by the City Commission. Additionally, the City must have budgeted appropriate funds for the goods and services in any subsequent Fiscal Year. If the budget is approved for said goods and services, the City will issue a new Purchase Order for required and approved goods and/or services unless this Agreement is otherwise terminated.

## **6. MAXIMUM COSTS**

6.1 The CONTRACTOR expressly acknowledges and agrees that the Not to Exceed total cost to complete the services in accordance with the IFB and this Agreement is **\$167,892 annually (inclusive of the annual \$10,000 Contingency)**, and no additional costs per year shall be authorized without a duly executed amendment to this Agreement. The \$10,000 contingency is for additional services that the CITY may request from the CONTRACTOR during an annual term of this Agreement. The \$10,000 allowance is not guaranteed as payable in whole or in part to the CONTRACTOR unless the CITY provides the CONTRACTOR with written authorization for additional services and the authorized additional services are provided by the CONTRACTOR. The CITY City Manager or Designee is authorized to issue the written authorization for additional services. The CONTRACTOR may then invoice the CITY for the amount of the authorized additional services provided to be paid from the \$10,000 allowance referenced in this Agreement.

## **7. INVOICE**

7.1 The CONTRACTOR shall submit an itemized monthly invoice to the CITY for approval prior to receiving compensation. The CONTRACTOR shall be paid within thirty (30) days of receipt of an approved invoice for services.

7.2 If the CITY disputes any invoice or part of an invoice, CITY shall notify the CONTRACTOR within a reasonable time after receipt of the invoice. CITY reserves the right to off-set, reduce or withhold any payment to the CONTRACTOR until the dispute is resolved.

## **8. AUDIT BY CITY**

8.1 The CONTRACTOR shall permit the CITY, or any authorized representatives of the CITY, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR's performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for services performed and detailed documentation for all such services performed or to be performed under this Agreement.



## **9. COPIES OF DATA/DOCUMENTS**

9.1 Copies or original documents prepared by the CONTRACTOR in relation to services associated with this Agreement shall be provided to the CITY. Data collected, stored, and/or provided shall be in a form acceptable to the CITY and agreed upon by the CITY.

## **10. OWNERSHIP**

10.1 Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

## **11. WRITTEN AUTHORIZATION REQUIRED**

11.1 The CONTRACTOR shall not make changes in the services or perform any additional services or provide any additional material under this Agreement without first obtaining written authorization from the CITY for such additional services or materials. Additional services or materials provided without written authorization shall be done at the CONTRACTOR's sole risk and without payment from the CITY.

## **12. DEFAULTS, TERMINATION OF AGREEMENT**

12.1 If the CONTRACTOR fails to timely perform the services or has failed in any other respect to satisfactorily perform in accordance with this Agreement; or, is in material breach of a term or condition of this Agreement, the City Manager or designee may give written notice to the CONTRACTOR specifying defaults to be remedied. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONTRACTOR does not remedy defaults within the allotted time or commence good faith steps to remedy the default to the reasonable satisfaction of the City Manager or designee, the CITY may take such action to remedy the default and all expenses related thereto shall be borne by the CONTRACTOR including, without limitation, utilization of another contractor to provide for such services; and/or, the CITY may withhold any money due or which may become due to the CONTRACTOR for such expense and/or services related to the claimed default. Alternatively, or in addition to the foregoing, if after three (3) days the CONTRACTOR has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the City Manager or designee, the CITY may elect to terminate this Agreement. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph.

12.2 Notwithstanding paragraph 12.1, the CITY reserves the right and may elect to terminate this Agreement at any time, with or without cause. At such time, the CONTRACTOR would be compensated only for that the services which have been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph.

## **13. INSURANCE**

13.1. Prior to commencing the services, the CONTRACTOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida.

The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Section and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the CITY. Failure to comply with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract. All insurance, other than Workers' Compensation, required hereunder shall specifically include the "City of Lake Worth Beach" as an "Additional Insured", and the CONTRACTOR shall provide additional insured endorsements section of Certificates of Insurance.

13.2. The CONTRACTOR shall maintain, during the life of this Agreement, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence (\$2,000,000 aggregate) on a primary, non-contributing basis to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any services and operations under this Agreement, whether such services and operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

13.3. The CONTRACTOR shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit a primary, non-contributing basis for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

13.4. The CONTRACTOR shall maintain, during the life of this Agreement, Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

#### **14. WAIVER OF BREACH**

14.1 The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

#### **15. INDEMNITY**

15.1 The CONTRACTOR shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the CITY and its officers, agents, employees and representatives, from and against any and all liability, suit, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death, patent infringement or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), costs and expenses (including attorney's fees, litigation, arbitration, mediation, appeal expenses) to the extent arising out of or alleged to have arisen out of the acts, omissions or neglect of the CONTRACTOR or any of its agents, employees, subcontractors or by anyone the CONTRACTOR directly or indirectly utilized.

15.2 The CONTRACTOR's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon the CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

15.3 Compliance with any insurance requirements required elsewhere in this Agreement shall not relieve CONTRACTOR of its liability and obligation to defend, hold harmless and indemnify the CITY as set forth in this section.

15.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or CONTRACTOR. Further, nothing contained in this Agreement shall be construed or interpreted as consent by the CITY to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in section 768.28, Florida Statutes, as amended from time to time.

15.5 The CONTRACTOR's failure to comply with this section's provisions shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

## **16. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE**

16.1 This Agreement consists of the terms and conditions provided herein (including the Exhibits); the IFB (including all specifications, exhibits and addenda attached thereto or referenced therein); and, the CONTRACTOR's responsive bid. To the extent that there exists a conflict between this Agreement (including the Exhibits) and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail with the IFB (including all specifications, exhibits and addenda attached thereto) next taking precedence. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

16.2 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

## **17. ASSIGNMENT**

17.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the CITY and the CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the CITY and the CONTRACTOR and not for the benefit or any other party. The CONTRACTOR shall not assign any right or interest in this Agreement, and shall not delegate any duty owned, without the CITY's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

17.2 In the event the CITY consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

## **18. SUCCESSORS AND ASSIGNS**

18.1 Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

**19. WAIVER OF TRIAL BY JURY**

19.1 TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

**20. GOVERNING LAW AND REMEDIES**

20.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be in Palm Beach County, Florida.

20.2 No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**21. TIME IS OF THE ESSENCE**

21.1 Time is of the essence in the completion of the services as specified herein.

**22. NOTICES**

22.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3<sup>rd</sup>) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the CITY or the CONTRACTOR have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the CONTRACTOR to the CITY shall be given to the CITY address as follows:

City Manager  
City of Lake Worth Beach  
7 North Dixie Highway  
Lake Worth Beach, Florida 33460

All notices, demands or requests from the CITY to the CONTRACTOR shall be given to the CONTRACTOR address as follows:

Rick LeForce- Chief Financial Officer  
Kleen-Tech Services, LLC  
7100 Broadway, Suite 6L  
Denver, Co 80221

**23. SEVERABILITY**

23.1 Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts,

terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

## **24. DELAYS AND FORCES OF NATURE**

24.1 The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Upon the CONTRACTOR's request, the CITY shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the CONTRACTOR and, if the CONTRACTOR'S delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the CITY in its sole discretion, the time of completion shall be extended for any reasonable time that the CITY, in its sole discretion, may decide; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time. If the CONTRACTOR is delayed at any time in the progress of the work by any act or neglect of the CITY or its employees, or by any other contractor employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY, in its sole discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY, in its sole discretion, may decide. No extension of time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary. The CONTRACTOR's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and CONTRACTOR specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

24.2 Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest.

## **25. COUNTERPARTS**

25.1 This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each of the parties shall sign a sufficient number of counterparts, so that each party will receive a fully executed original of this Agreement.

## **26. LIMITATIONS OF LIABILITY AND PREPARATION**

26.1 Under no circumstances shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages.

26.2 This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

## **27. PUBLIC ENTITY CRIMES**

27.1 CONTRACTOR acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. CONTRACTOR will advise the CITY immediately if it becomes aware of any violation of this statute.

## **28. PALM BEACH COUNTY INSPECTOR GENERAL**

28.1 In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

## **29. ENFORCEMENT COSTS**

29.1 All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement.

## **30. PUBLIC RECORDS**

CONTRACTOR shall comply with Florida's Public Records Laws, Chapter 119, Florida Statutes, and, if it is acting on behalf of the CITY as provided under section 119.011(2), the CONTRACTOR specifically agrees to:

- (a) Keep and maintain public records required by the CITY to perform the services under this Agreement.
- (b) Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following

completion of the Agreement, if the CONTRACTOR does not transfer the records to the CITY.

- (d) Upon the completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the services. If the CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the City.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 586-1660, [CITYCLERK@LAKEWORTHBEACHFL.GOV](mailto:CITYCLERK@LAKEWORTHBEACHFL.GOV), OR 7 NORTH DIXIE HIGHWAY, LAKE WORTH BEACH, FLORIDA 33460.**

### **31. COPYRIGHTS AND/OR PATENT RIGHTS**

31.1 CONTRACTOR warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling of the goods, shipped or ordered, as a result of this Agreement and the CONTRACTOR agrees to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.

### **32. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH**

32.1 CONTRACTOR certifies that all material, equipment, etc., contained in this bid meets all OSHA requirements. CONTRACTOR further certifies that, if the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirements in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the CONTRACTOR.

### **33. FEDERAL AND STATE TAX**

33.1 The CITY is exempt from Federal Tax and State Tax for Tangible Personal Property. The Procurement Official will sign an exemption certificate submitted by the CONTRACTOR (if applicable). The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the CITY; nor, shall the CONTRACTOR be authorized to use the CITY's tax Exemption Number in securing such materials.

#### **34. PROTECTION OF PROPERTY**

34.1 The CONTRACTOR shall at all times guard against damage or loss to the property of the CITY or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The CITY may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful CONTRACTOR or its agents. The CONTRACTOR shall be responsible to safeguard all of their property such as tools and equipment while on site. The CITY will not be held responsible for any loss of CONTRACTOR property due to theft or vandalism.

#### **35. DAMAGE TO PERSONS OR PROPERTY**

35.1 The responsibility for all damage to person or property arising out of or on account of work done under this Agreement shall rest upon the CONTRACTOR, and he/she shall save the CITY and political unit thereof harmless from all claims made on account of such damages.

#### **36. SCRUTINIZED COMPANIES**

36.1 CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the CITY may immediately terminate this Agreement at its sole option if the CONTRACTOR or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

36.2 If this Agreement is for one million dollars or more, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the CITY may immediately terminate this Agreement at its sole option if the CONTRACTOR, or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

36.3 The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

36.4 The CONTRACTOR agrees that the certifications in this section shall be effective and relied upon by the CITY for the term of this Agreement, including any and all renewals.



36.5 The CONTRACTOR agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the CONTRACTOR shall immediately notify the CITY of the same.

36.6 As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

### **37. SURVIVABILITY**

37.1 Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

### **38. E-VERIFY**

Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the Contractor shall:

A. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all Contractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the Contractors' newly hired employees;

B. Secure an affidavit from all Contractors (providing services or receiving funding under this Agreement)

stating that the Contractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;

C. Maintain copies of all Contractor affidavits for the duration of this Agreement and provide the same to the City upon request;

D. Comply fully, and ensure all Contractor s comply fully, with Section 448.095, Florida Statutes;

E. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,

F. Be aware that if the City terminates this Agreement under Section 448.095(2)(c), Florida Statues, the Contractor may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the City as a result of the termination of this Agreement.

**REMAINDER OF PAGE INTENIONALLY LEFT BLANK**  
**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement for Custodial Services (City Owned Buildings - Group A) on the day and year first above written.

**CITY OF LAKE WORTH BEACH, FLORIDA**

By: \_\_\_\_\_  
Betty Resch, Mayor

ATTEST:

By: \_\_\_\_\_  
Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL  
SUFFICIENCY

By: \_\_\_\_\_  
Glen J. Torcivia, City Attorney

By: \_\_\_\_\_  
Bruce T. Miller, Financial Services Director

**CONTRACTOR: KLEEN-TECH SERVICES, LLC**

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

[Corporate Seal]

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

THE FOREGOING instrument was acknowledged before me by means of • physical presence or • online notarization on this \_\_\_\_ day of \_\_\_\_\_ 2021, by \_\_\_\_\_, as the \_\_\_\_\_ of Kleen-Tech Services, LLC, who is authorized to do business in the State of Florida, produced \_\_\_\_\_ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

\_\_\_\_\_  
Notary Public Signature

**EXHIBIT A**  
**SCOPE OF WORK**  
**Group A**

**A) Locations and Services to be provided:**

**Location #1:**

City Hall

7 North Dixie Highway

Tile: 1,140 S/F, Vinyl: 10,852 S/F, Carpet: 1,000 S/F Number of bathrooms – 4 (all have hand-dryers)

\*Paper towels will need to be provided in the Break Room (2nd floor) AND ALL BATHROOMS (1<sup>ST</sup> AND 2<sup>ND</sup> FLOORS), toilet paper and soap required in all bathrooms

Number of Offices: 30 +/-

Number of Staff members: 22+/-

Trash and recycling removal: 5X per week

Interior windows: 1x per MONTH

\*Bathrooms to be cleaned/stocked 5x per week

\*ALL TILE FLOORING TO BE SWEEPED AND MOPPED 5X PER WEEK

\*ALL WORK TO BE PERFORMED AFTER 9PM

\*ALL OFFICES TO BE DUSTED ONCE PER MONTH (DESKS, SHELVES, FLAT SURFACES)

**Location #2**

City Hall Annex

414 Lake Avenue

Tile: 2,684 S/F, Carpet: 10,582 S/F, Number of bathrooms – 3 (all have hand-dryers)

\*Paper towels will need to be provided only in the Break Room, toilet paper and soap required in all bathrooms

Number of Offices: 12 +/-

Number of Staff members: 12+/-

Trash and recycling removal: 3x per week

Interior windows: 1x per quarter

\*Bathrooms to be cleaned/stocked 3x per week

\*LOCATION HAS A 2<sup>ND</sup> FLOOR WITH MUSEUM AND OFFICES

**Location #3**

Public Safety Complex\*

120 North G Street

Tile: 31,500 S/F, Number of bathrooms – 11

\*Paper towels, toilet paper and soap required in all bathrooms

**\* Staff must be able to pass PBSDO background check prior to entering building**

Number of Offices: 10+/-

Number of Staff members: 20+/-

Trash and recycling removal: 5x per week

Interior windows: 1x per Month  
\*Bathrooms to be cleaned/stocked 5x per week

#### **Location #4**

City of Lake Worth Osborne Center  
1699 Wingfield Street  
Tile: 5,773 S/F, Carpet: 720 S/F, Number of bathrooms – 4 (have hand-dryers)  
\*Toilet paper and soap required  
\*Bathrooms require 5 days/week, Flooring requires 3 days/week  
Number of Offices: 10 +/-  
Number of Staff members: 6+/-  
Trash and recycling removal: 5x per week  
Interior windows: 1x per MONTH

#### **Location #5**

CLW Public Services Sanitation & Street Divisions  
1880 2nd Avenue North  
Tile: 4,600 S/F, Carpet: -0-, Number of bathrooms – 2 (all have hand-dryers)  
\*Toilet paper and soap required  
Number of Offices: 4+/-  
Number of Staff members: 30+/-  
Trash and recycling removal: 3x per week  
Interior windows: 1x per quarter

#### **Location #6**

City of Lake Worth Utilities Complex  
1900 2nd Avenue North  
Tile: 4,452 S/F, Carpet: 12,000 S/F, Number of bathrooms – 6 (all have hand-dryers)  
\*Paper towels, Toilet paper and soap required (DAILY REFILLS + STOCK)  
\*Paper towels will need to be provided in the Break Room  
Number of Offices/CUBICLES: 60+/-  
Number of Staff members: 60+/-  
Trash and recycling removal: 5x per week  
Interior windows: 1x per WEEK  
\*Bathrooms to be cleaned/stocked 5x per week, TWICE PER DAY (AM + PM)  
\*ALL OFFICES/CUBICLES TO BE DUSTED ONCE PER MONTH (DESKS, SHELVES, FLAT SURFACE)  
\*APPROX. 60 VISITORS PER DAY TO LOCATION

#### **Location #7**

City of Lake Worth Golf Course Pro Shop, Clubhouse and Comfort Stations (2ea)  
1 7th Avenue North  
Tile: 4,000 S/F, Carpet: 1,000 S/F, Number of bathrooms – 7  
\*Bathrooms requires 7 days/week, Flooring requires 7 days/week

\*Paper towels, toilet paper and soap required

Number of Offices: 2+/-

Number of Staff members: 3+/-

Trash and recycling removal: 7x per week

Interior windows: 1x per week

\*LOCKER ROOMS (2EA) TO BE CLEANED 7 DAYS PER WEEK (FLOORS, BENCHES)

### **Location #8**

City of Lake Worth Public Library

15 North M. Street

Tile: 8,164 S/F, Number of bathrooms – 5 (all have hand-dryers)

\*Toilet paper and soap required

Flooring requires 3 days/week, Restrooms 4 days/week

Number of Offices: 2+/-

Number of Staff members: 3+/-

Trash and recycling removal: 4x per week

Interior windows: 1x per quarter

\*SERVICE ON TUESDAY, WED, THURS, FRI

### **Location #19**

City of Lake Worth Beach Casino Building

10 South Ocean Blvd.

Number of bathrooms – 10 (all have hand-dryers)

\*Toilet paper and soap refill (City to furnish supplies)

\*Bathrooms require 7 days/week, twice per day at 7am and 5pm

Trash removal: 7x per week, 2x per day

Wipe down: Counters, sinks, toilets – 2x per day

Broom / Mop: All floors in bathrooms – 2x per day

### **Scheduled maintenance (requirements and application rates):**

#### **Tile Floors:**

a) Sweep / mop twice each week unless otherwise noted

#### **Carpet:**

a) Vacuum twice each week unless otherwise noted

#### **Bathrooms:**

a) Cleaned and sanitized in their entirety as noted. This would include but not be limited to sweeping, mopping, and cleaning and sanitizing of sinks, toilets, urinals, floors, walls, countertops, mirrors, etc.

b) Supply all paper products and soaps

**Interior Windows:**

Cleaned as NOTED PER LOCATION.

**Trash and recycling:**

Please provide for trash and recycling removal at each location from both:

A: Common areas

B: Office areas

C: Recycling shall be kept separated (paper vs. plastic items) and disposed of in the yellow and blue recycling containers at each facility

**Golf Course:**

The following additional services at the golf course above and beyond what is required and provided above:

**a) Drink Fountains and Ice Dispensers**

To be sprayed with germicidal detergent on a daily basis to remove all soil, streaks, smudges, corrosion, and algae from fountains and cabinets both in clubhouse and on golf course. Stainless steel cleaner shall be used as needed. Apply germicidal detergents to all surfaces of wash, basins, toilets, urinals, shower, faucets, handles, and valves and adjacent surfaces.

**b) Drains and Floors**

Brush and cloths should be used to clean floor drains to remove corrosion and tarnish. Solutions of germicidal detergent should be poured down floor drain on a weekly basis to fill the drain trap and prevent the escape of sewer gas.

**c) Non-Carpet Floors**

Daily cleaning of floors and baseboards. Putty knives should be used to remove gum, tar or other sticky substances from the floor. Bidder shall clean exterior entrance mats by sweeping, vacuuming, or hosing with water.

**d) Carpet Floors**

Daily vacuum of pro-shop floors and clubhouse hallway carpet runners. Approximately 1,000 sf.

**e) Surfaces**

Surfaces should be cleaned daily with detergent and damp wipes should be used to disinfect all surfaces, dusting or vacuuming to remove dust, dirt, etc. from surfaces including but not limited to furniture, lockers, fixtures, walls, partitions, counters, cabinets

shelves doors, ledges, window sills, fire extinguishers, baseboards, and other fixtures that are located within 10 feet of floor surfaces. Bidder shall clean the interior and exterior of entry way surfaces up to 10 feet from floor surface.

**f) Trash**

Empty all waste baskets, cigarette receptacles, and other trash on a daily basis. Trash liners should be replaced daily and be uniform in manner. Damp cloths of detergents should be used to remove non-permanent stains and solid from both interior and exterior of trash receptacles.

**g) Stainless and Chrome**

Shall be polished with appropriate polish on a weekly basis.

**h) Deodorizer**

Time-released deodorizer shall be installed in all bathrooms and shall be replaced on a monthly basis or as needed.

**i) Glass**

Include exterior cleaning as well as interior.

**C) General Requirements of Contractor**

1) Quality Assurance

- a. The Contractor shall provide all supervision, labor, equipment and cleaning supplies necessary to undertake the services identified herein. Contractor shall have a phone number at which they can be immediately contacted twenty-four hours a day
- b. The Contractor shall work with designated City employees to develop cleaning schedules for the respective locations. The work shall be scheduled such that it does not disrupt City functions and normal day-to-day operations of the City.
- c. Project Manager – The Contractor shall provide a project manager who shall be responsible for the overall management and coordination of this contract and who shall act as the central point of contact with the City.
- d. On-Site Supervisor – The Contractor shall provide supervisory personnel essential to accomplish all work required. On-site supervisor must be trained and possess the necessary competency to make sufficient daily inspections to insure that work has been and is being performed as required under this contract.

## 2) Contractor's Employees

- a. All employees of the Contractor must be bondable under the company name and proof of bonding shall be submitted with executed contract.
- b. Identification badges shall be furnished by the Contractor and shall be worn by all contractor employees while on City premises for the performance of services under this contract.

## 3) Conduct

- a. The City has the sole right to request removal of any contracted employee for reasonable cause. The Contractor's supervisor shall be responsible for the conduct and performance of the Contractor's employees and compliance with the following rules:
- b. No loud, boisterous or disruptive conduct will be permitted (including radios).
- c. Contractor's employees will not open desk drawers or cabinets at any time.
- d. Contractor's employees are not to use or tamper with any office machines, equipment, computers or employee's personal property.
- e. Use of City telephones for personal calls is prohibited.
- f. Only personnel employed by the Contractor designated for work at the City shall be allowed on the job site.
- g. Lights in unoccupied areas shall be turned off, windows and doors returned as found, and unoccupied areas locked.
- h. The Contractor will replace consumable items at the various locations as necessary.
- i. Contractor employees will meet acceptable standards of personal hygiene, neatness, bearing and demeanor.



**SCHEDULE OF SERVICES**  
**GROUP A**

**CITY OF LAKE WORTH BEACH - JANITORIAL SERVICES SCHEDULE**

LOCATION #	NAME	ADDRESS	SERVICE DAY			TIME OF DAY
			BATHROOMS	TRASH / RECYCLING	FLOORS	
1	CITY HALL	7 NORTH DIXIE HWY	M, T, W, TH, F	M, T, W, TH, F	M, T, W, TH, F	NIGHT
2	CITY HALL ANNEX	414 LAKE AVENUE	M, W, F	M, W, F	M, W, F	NIGHT
3	PUBLIC SAFETY COMPLEX	120 NORTH G STREET	M, T, W, TH, F	M, W, F	T, TH	DAY
4	OSBORNE CENTER	1699 Wingfield Street	M, W, TH, F	M, W, TH, F	M, W, Th, F	DAY or NIGHT
5	SOLID WASTE/ STREETS	1880 2 <sup>ND</sup> AVE NORTH	M, T, TH, F	M, T, TH, F	M, TH, F	DAY OR NIGHT
6	UTILITIES COMPLEX	1900 2 <sup>ND</sup> AVE NORTH	M, T, W, TH, F (X2)	M, T, W, TH, F (X2)	M, W, F	DAY + NIGHT
7	GOLF COURSE FACILITIES	17 <sup>TH</sup> AVE NORTH	SUN, M, T, W, TH, F, SAT (X2)	SUN, M, T, W, TH, F, SAT (X2)	M, T, W, TH, F, SAT	DAY + NIGHT
8	PUBLIC LIBRARY	15 NORTH M STREET	T, W, TH, F	T, W, TH, F	T, W, F	NIGHT
19	BEACH CASINO BUILDING	10 SOUTH OCEAN BLVD.	SUN, M, T, W, TH, F, SAT (X2)	SUN, M, T, W, TH, F, SAT (X2)	SUN, M, T, W, TH, F, SAT (X2)	7:00 AM & 5:00 PM

**EXHIBIT B**

**FEES**

**SCHEDULE OF UNIT PRICES**  
**GROUP A**

<b>ITEM</b>	<b>UNIT</b>	<b>RATE</b>
LOCATION #1	Per Month	\$1,550
LOCATION #2	Per Month	\$1,594
LOCATION #3	Per Month	\$3,832
LOCATION #4	Per Month	\$774
LOCATION #5	Per Month	\$474
LOCATION #6	Per Month	\$2,038
LOCATION #7	Per Month	\$1,002
LOCATION #8	Per Month	\$845
LOCATION #19	Per Month	\$1,882
Contingency	Per Year	Up to \$10,000

## EXHIBIT C

### Contractor Evaluation Form

Part I - GENERAL CONTRACT DATA					
Contract No.		Contract Date:		Today's Date:	
Vendor/Contractor Details:			Department:		
Description of Work/Services:					
Financial Data:	Original Contract Amount:	Amount of modifications/changes +/-:	Liquidated damages assessed if any:	Total amount paid to the contractor:	
Significant Dates:	Date of award:	Original contract completion date:	Revised contract completion date:	Date Work accepted by the City:	
Part II - Performance Evaluation of Contract					
Performance Elements:	A (90%-100%)	B (80%-89%)	C(70%-79%)	D (60%-69%)	F (0%-59%)
Quality of Work					
Timely Performance					
Effectiveness of Management					
Compliance with Labor Standards					
Compliance with Safety Standards					
Overall Evaluation					
Detailed Explanation (Every score below 90% requires detailed explanation and documentation providing evidence, attach additional sheets if necessary):					
Signature:					
Department/Contract Liasion			Purchasing Department		

**AGREEMENT FOR CUSTODIAL SERVICES  
(City Owned Buildings - GROUP B)**

**THIS AGREEMENT** is made this \_\_\_\_\_ day, between the **City of Lake Worth Beach**, Florida, a municipal corporation (“CITY”), with its office located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460, and **IMAGE JANITORIAL SERVICES, INC.**, a corporation authorized to do business in the State of Florida (“CONTRACTOR”), with its office located at 1750 N. Florida Mango Rd, Ste 103 West Palm Beach, FL, 33409.

**RECITALS**

**WHEREAS**, the CITY is a municipal corporation organized and existing pursuant to the Charter and the Constitution of the State of Florida; and

**WHEREAS**, the CITY issued Invitation for Bid # 22-100 for the Custodial Services for City Owned Buildings (Group B); and

**WHEREAS**, CONTRACTOR submitted a bid to provide the services as described and set out in the IFB; and

**WHEREAS**, the CITY desires to accept the CONTRACTOR’s bid for Group B in order for CONTRACTOR to render the services to the CITY as provided herein; and

**WHEREAS**, the CONTRACTOR further warrants that it is experienced and capable of performing the tasks hereunder in a professional and competent manner; and

**WHEREAS**, the CITY finds awarding the IFB for Group B to the CONTRACTOR as described herein serves a valid public purpose.

**NOW THEREFORE**, the CITY hereby engages the services of the CONTRACTOR, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

**1. TERM**

1.1 The term shall commence on January 1, 2022 for a period of three (3) years unless earlier terminated as provided for in this Agreement. After the initial term, this Agreement may be renewed for two additional, one-year renewal terms with said renewals to be at the discretion at the City. The City Manager is authorized to execute an amendment to this Agreement regarding said renewal term(s) on behalf of the City under the same terms and conditions.

**2. SCOPE OF WORK / SERVICES**

2.1 CONTRACTOR shall provide custodial services for Group B, as more fully described in the Invitation for Bid # 22-100 for the Custodial Services for City Owned

Buildings (Group B) ("IFB) and as set forth in **Exhibit "A"**, which is attached hereto and incorporated herein.

2.2 The CONTRACTOR represents to the CITY that all services provided under this Agreement shall be in accordance with accepted and established trade practices and procedures recognized in the CONTRACTOR's trade in general and that the materials provided shall conform to the highest standards and in accordance with this Agreement.

2.3 The CONTRACTOR represents that it is licensed to do business in the State of Florida and holds and will maintain all applicable licenses required for the work to be completed under this Agreement. The CONTRACTOR further warrants its capability and experience to perform the work provided for herein in a professional and competent manner.

2.4 The services shall be performed by the CONTRACTOR or under its supervision and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under the state and local law to perform such services. All of the CONTRACTOR's personnel (and all subcontractors), while on CITY premises, shall comply with all CITY requirements governing safety, conduct and security.

2.5 The CITY may perform quarterly evaluations for each location and provide the written evaluation to the CONTRACTOR using the evaluation form provided with **Exhibit "C"**. The CONTRACTOR will be required to correct all performance issues identified during the term (including renewals) of this Agreement. The CITY reserves the right to terminate this Agreement at any time if the CONTRACTOR's performance drops below 90% for any location and if the CONTRACTOR fails to timely correct identified issues.

2.6 The services shall be completed in accordance with the terms and conditions set forth in the IFB and this Agreement.

### **3. INDEPENDENT CONTRACTOR; USE OF AGENTS OR ASSISTANTS**

3.1 The CONTRACTOR is and shall be, in the performance of the services under this Agreement, an independent contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the services performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the services.

3.2 To the extent reasonably necessary to enable the CONTRACTOR to perform the services hereunder, the CONTRACTOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance of its duties. All costs of the services of, or expenses incurred by, such agents or assistants shall be paid by the CONTRACTOR.

### **4. MATERIALS**

4.1 The CONTRACTOR shall furnish all labor, tools, equipment, materials, licensing, transportation, and all other components necessary to provide the required custodial services that will meet the requirements of the IFB and this Agreement.

### **5. FEE AND ORDERING MECHANISM**

5.1 For services to be rendered under this Agreement, the CONTRACTOR shall be entitled to a fee for actual services provided and accepted by the City, as set forth in CONTRACTOR'S price proposal attached as **Exhibit "B"**.

5.2 Should the CITY require additional materials or services, not included in this Agreement, fees and payment for such work will be set forth in a separate amendment, as authorized in accordance with the CITY's procurement code prior to any such additional materials or services being provided by the CONTRACTOR.

5.3 The City's ordering mechanism for the services performed under this Agreement may be a City Purchase Order; however, the terms and conditions stated in a City Purchase Order shall not apply. CONTRACTOR shall not exceed amounts expressed on any Purchase Order. The City's Fiscal Year ends on September 30<sup>th</sup> of each calendar year. The City cannot authorize the purchase of goods or services beyond September 30<sup>th</sup> of each calendar year prior to the annual budget being approved by the City Commission. Additionally, the City must have budgeted appropriate funds for the goods and services in any subsequent Fiscal Year. If the budget is approved for said goods and services, the City will issue a new Purchase Order for required and approved goods and/or services unless this Agreement is otherwise terminated.

## **6. MAXIMUM COSTS**

6.1 The CONTRACTOR expressly acknowledges and agrees that the Not to Exceed total cost to complete the services in accordance with the IFB and this Agreement is **\$39,830.64 (inclusive of the annual \$7,500 Contingency)**, and no additional costs per year shall be authorized without a duly executed amendment to this Agreement. The \$7,500 contingency is for additional services that the CITY may request from the CONTRACTOR during an annual term of this Agreement. The \$7,500 allowance is not guaranteed as payable in whole or in part to the CONTRACTOR unless the CITY provides the CONTRACTOR with written authorization for additional services and the authorized additional services are provided by the CONTRACTOR. The CITY City Manager or Designee is authorized to issue the written authorization for additional services. The CONTRACTOR may then invoice the CITY for the amount of the authorized additional services provided to be paid from the \$7,500 allowance referenced in this Agreement.

## **7. INVOICE**

7.1 The CONTRACTOR shall submit an itemized monthly invoice to the CITY for approval prior to receiving compensation. The CONTRACTOR shall be paid within thirty (30) days of receipt of an approved invoice for services.

7.2 If the CITY disputes any invoice or part of an invoice, CITY shall notify the CONTRACTOR within a reasonable time after receipt of the invoice. CITY reserves the right to off-set, reduce or withhold any payment to the CONTRACTOR until the dispute is resolved.

## **8. AUDIT BY CITY**

8.1 The CONTRACTOR shall permit the CITY, or any authorized representatives of the CITY, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR's performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct

and indirect charges for services performed and detailed documentation for all such services performed or to be performed under this Agreement.

## **9. COPIES OF DATA/DOCUMENTS**

9.1 Copies or original documents prepared by the CONTRACTOR in relation to services associated with this Agreement shall be provided to the CITY. Data collected, stored, and/or provided shall be in a form acceptable to the CITY and agreed upon by the CITY.

## **10. OWNERSHIP**

10.1 Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

## **11. WRITTEN AUTHORIZATION REQUIRED**

11.1 The CONTRACTOR shall not make changes in the services or perform any additional services or provide any additional material under this Agreement without first obtaining written authorization from the CITY for such additional services or materials. Additional services or materials provided without written authorization shall be done at the CONTRACTOR's sole risk and without payment from the CITY.

## **12. DEFAULTS, TERMINATION OF AGREEMENT**

12.1 If the CONTRACTOR fails to timely perform the services or has failed in any other respect to satisfactorily perform in accordance with this Agreement; or, is in material breach of a term or condition of this Agreement, the City Manager or designee may give written notice to the CONTRACTOR specifying defaults to be remedied. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONTRACTOR does not remedy defaults within the allotted time or commence good faith steps to remedy the default to the reasonable satisfaction of the City Manager or designee, the CITY may take such action to remedy the default and all expenses related thereto shall be borne by the CONTRACTOR including, without limitation, utilization of another contractor to provide for such services; and/or, the CITY may withhold any money due or which may become due to the CONTRACTOR for such expense and/or services related to the claimed default. Alternatively, or in addition to the foregoing, if after three (3) days the CONTRACTOR has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the City Manager or designee, the CITY may elect to terminate this Agreement. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph.

12.2 Notwithstanding paragraph 12.1, the CITY reserves the right and may elect to terminate this Agreement at any time, with or without cause. At such time, the CONTRACTOR would be compensated only for that the services which have been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph.

### **13. INSURANCE**

13.1. Prior to commencing the services, the CONTRACTOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Section and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the CITY. Failure to comply with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract. All insurance, other than Workers' Compensation, required hereunder shall specifically include the "City of Lake Worth Beach" as an "Additional Insured", and the CONTRACTOR shall provide additional insured endorsements section of Certificates of Insurance.

13.2. The CONTRACTOR shall maintain, during the life of this Agreement, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence (\$2,000,000 aggregate) on a primary, non-contributing basis to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any services and operations under this Agreement, whether such services and operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

13.3. The CONTRACTOR shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit a primary, non-contributing basis for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

13.4. The CONTRACTOR shall maintain, during the life of this Agreement, Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

### **14. WAIVER OF BREACH**

14.1 The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

### **15. INDEMNITY**

15.1 The CONTRACTOR shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the CITY and its officers, agents, employees and representatives, from and against any and all liability, suit, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death, patent infringement or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), costs and expenses (including attorney's fees, litigation, arbitration, mediation, appeal expenses) to the extent arising out of or alleged to have arisen out of the acts, omissions or neglect of the CONTRACTOR or any



of its agents, employees, subcontractors or by anyone the CONTRACTOR directly or indirectly utilized.

15.2 The CONTRACTOR's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon the CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

15.3 Compliance with any insurance requirements required elsewhere in this Agreement shall not relieve CONTRACTOR of its liability and obligation to defend, hold harmless and indemnify the CITY as set forth in this section.

15.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or CONTRACTOR. Further, nothing contained in this Agreement shall be construed or interpreted as consent by the CITY to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in section 768.28, Florida Statutes, as amended from time to time.

15.5 The CONTRACTOR's failure to comply with this section's provisions shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

## **16. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE**

16.1 This Agreement consists of the terms and conditions provided herein (including the Exhibits); the IFB (including all specifications, exhibits and addenda attached thereto or referenced therein); and, the CONTRACTOR's responsive bid. To the extent that there exists a conflict between this Agreement (including the Exhibits) and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail with the IFB (including all specifications, exhibits and addenda attached thereto) next taking precedence. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

16.2 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

## **17. ASSIGNMENT**

17.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the CITY and the CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the CITY and the CONTRACTOR and not for the benefit of any other party. The CONTRACTOR shall not assign any right or interest in this Agreement, and shall not delegate any duty owned, without the CITY's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

17.2 In the event the CITY consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

## **18. SUCCESSORS AND ASSIGNS**

18.1 Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

**19. WAIVER OF TRIAL BY JURY**

19.1 TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

**20. GOVERNING LAW AND REMEDIES**

20.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be in Palm Beach County, Florida.

20.2 No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**21. TIME IS OF THE ESSENCE**

21.1 Time is of the essence in the completion of the services as specified herein.

**22. NOTICES**

22.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3<sup>rd</sup>) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the CITY or the CONTRACTOR have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the CONTRACTOR to the CITY shall be given to the CITY address as follows:

City Manager  
City of Lake Worth Beach  
7 North Dixie Highway  
Lake Worth Beach, Florida 33460

All notices, demands or requests from the CITY to the CONTRACTOR shall be given to the CONTRACTOR address as follows:

Timothy B. Wilson- President  
Image Janitorial Services, Inc.  
1750 N. Florida Mango Rd, Ste 103  
West Palm Beach Fl. 33409

**23. SEVERABILITY**

23.1 Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

## **24. DELAYS AND FORCES OF NATURE**

24.1 The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Upon the CONTRACTOR's request, the CITY shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the CONTRACTOR and, if the CONTRACTOR'S delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the CITY in its sole discretion, the time of completion shall be extended for any reasonable time that the CITY, in its sole discretion, may decide; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time. If the CONTRACTOR is delayed at any time in the progress of the work by any act or neglect of the CITY or its employees, or by any other contractor employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY, in its sole discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY, in its sole discretion, may decide. No extension of time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary. The CONTRACTOR's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and CONTRACTOR specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

24.2 Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest.

## **25. COUNTERPARTS**

25.1 This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each of the parties shall sign a sufficient number of counterparts, so that each party will receive a fully executed original of this Agreement.

## **26. LIMITATIONS OF LIABILITY AND PREPARATION**

26.1 Under no circumstances shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages.

26.2 This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

## **27. PUBLIC ENTITY CRIMES**

27.1 CONTRACTOR acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. CONTRACTOR will advise the CITY immediately if it becomes aware of any violation of this statute.

## **28. PALM BEACH COUNTY INSPECTOR GENERAL**

28.1 In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

## **29. ENFORCEMENT COSTS**

29.1 All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement.

## **30. PUBLIC RECORDS**

CONTRACTOR shall comply with Florida's Public Records Laws, Chapter 119, Florida Statutes, and, if it is acting on behalf of the CITY as provided under section 119.011(2), the CONTRACTOR specifically agrees to:

- (a) Keep and maintain public records required by the CITY to perform the services under this Agreement.
- (b) Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this Chapter 119, Florida Statutes, or as otherwise provided by law.

- (c) Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the CONTRACTOR does not transfer the records to the CITY.
- (d) Upon the completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the services. If the CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the City.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 586-1660, [CITYCLERK@LAKEWORTHBEACHFL.GOV](mailto:CITYCLERK@LAKEWORTHBEACHFL.GOV), OR 7 NORTH DIXIE HIGHWAY, LAKE WORTH BEACH, FLORIDA 33460.**

### **31. COPYRIGHTS AND/OR PATENT RIGHTS**

31.1 CONTRACTOR warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling of the goods, shipped or ordered, as a result of this Agreement and the CONTRACTOR agrees to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.

### **32. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH**

32.1 CONTRACTOR certifies that all material, equipment, etc., contained in this bid meets all OSHA requirements. CONTRACTOR further certifies that, if the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirements in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the CONTRACTOR.

### **33. FEDERAL AND STATE TAX**

33.1 The CITY is exempt from Federal Tax and State Tax for Tangible Personal Property. The Procurement Official will sign an exemption certificate submitted by the CONTRACTOR (if applicable). The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the CITY; nor,

shall the CONTRACTOR be authorized to use the CITY's tax Exemption Number in securing such materials.

#### **34. PROTECTION OF PROPERTY**

34.1 The CONTRACTOR shall at all times guard against damage or loss to the property of the CITY or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The CITY may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful CONTRACTOR or its agents. The CONTRACTOR shall be responsible to safeguard all of their property such as tools and equipment while on site. The CITY will not be held responsible for any loss of CONTRACTOR property due to theft or vandalism.

#### **35. DAMAGE TO PERSONS OR PROPERTY**

35.1 The responsibility for all damage to person or property arising out of or on account of work done under this Agreement shall rest upon the CONTRACTOR, and he/she shall save the CITY and political unit thereof harmless from all claims made on account of such damages.

#### **36. SCRUTINIZED COMPANIES**

36.1 CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the CITY may immediately terminate this Agreement at its sole option if the CONTRACTOR or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

36.2 If this Agreement is for one million dollars or more, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the CITY may immediately terminate this Agreement at its sole option if the CONTRACTOR, or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

36.3 The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

36.4 The CONTRACTOR agrees that the certifications in this section shall be effective and relied upon by the CITY for the term of this Agreement, including any and all renewals.

36.5 The CONTRACTOR agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the CONTRACTOR shall immediately notify the CITY of the same.

36.6 As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

### **37. SURVIVABILITY**

37.1 Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

### **38. E-VERIFY**

Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the Contractor shall:

A. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all Contractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the Contractors' newly hired employees;

B. Secure an affidavit from all Contractors (providing services or receiving funding under this Agreement) stating that the Contractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;

C. Maintain copies of all Contractor affidavits for the duration of this Agreement and provide the same to the City upon request;

D. Comply fully, and ensure all Contractor s comply fully, with Section 448.095, Florida Statutes;

E. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,

F. Be aware that if the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the Contractor may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the City as a result of the termination of this Agreement.

**REMAINDER OF PAGE INTENIONALLY LEFT BLANK**  
**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement for Custodial Services (City Owned Buildings - Group B) on the day and year first above written.

**CITY OF LAKE WORTH BEACH, FLORIDA**

By: \_\_\_\_\_  
Betty Resch, Mayor

ATTEST:

By: \_\_\_\_\_  
Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL  
SUFFICIENCY

By: \_\_\_\_\_  
Glen J. Torcivia, City Attorney

By: \_\_\_\_\_  
Bruce T. Miller, Financial Services Director

**CONTRACTOR: Image Janitorial Services, Inc**

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

[Corporate Seal]

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

THE FOREGOING instrument was acknowledged before me by means of  physical presence or  online notarization on this \_\_\_\_ day of \_\_\_\_\_ 2021, by \_\_\_\_\_, as the \_\_\_\_\_ of **Image Janitorial Services, Inc**, who is authorized to do business in the State of Florida, produced \_\_\_\_\_ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

\_\_\_\_\_  
Notary Public Signature



**EXHIBIT A**  
**SCOPE OF WORK**  
**Group B**

**Locations and Services to be provided:**

**Location #9**

Public Services Administration Trailers  
1749 3rd Avenue South  
Tile: 1,050 S/F, Carpet: 330 S/F, Number of bathrooms – 2  
\*Paper towels, toilet paper, soap required  
Number of Offices: 5+/-  
Number of Staff members: 5+/-  
Trash and recycling removal: 2x per week  
Interior windows: 1x per quarter

**Location #10**

City of Lake Worth Wimbley Gymnasium  
1515 Wingfield Street  
Tile: 1,408 S/F, Number of bathrooms – 2 (all have hand-dryers)  
\*Toilet paper and soap required  
Flooring requires 3 days/week (EXCLUDES PLAYING COURT)  
Number of Offices: 2+/-  
Number of Staff members: 2+/-  
Trash and recycling removal: 2x per week  
Interior windows: 1x per MONTH  
\*GENERAL PURPOSE ROOMS = 3

**Location #11**

Facilities Maintenance Building  
1749 3rd Avenue South  
Tile: 500 S/F  
Number of bathrooms – 1 (required paper towels, toilet paper, soap)  
Number of Offices: 2+/-  
Number of Staff members: 8+/-  
Trash and recycling removal: 3x per week  
Interior windows: 1x per quarter

**Location #12**

Grounds / Cemetery Office  
1724 12<sup>th</sup> Ave South  
Tile: - 800 SF, Number of bathrooms – 2  
\*Paper towels, toilet paper and soap required  
Number of Offices: 3+/-  
Number of Staff members: 15+/-  
Trash and recycling removal: 3x per week  
Interior windows: 1x per quarter

**Location #13**

For the Children Building

1701 Wingfield Street

Carpet: 2,000 SF, Tile: 100 S/F, 1 Bathroom (requires paper towels, toilet paper and soap)

\*Bathrooms require 3 days a week, Flooring requires 3 days a week

\*Requires morning service prior to noon

Number of Offices: 1+/-

Number of Staff members: 2+/-

Trash and recycling removal: 3 2x per week

Interior windows: 1x per quarter

**Location # 14**

CLW Utilities Water Division Trailers

1880 2nd Avenue North

Tile: 150 S/F, Carpet: 5,284 S/F-, Number of bathrooms – 5

\*Paper towels, toilet paper and soap required

Number of Offices: 6+/-

Number of Staff members: 30+/-

Trash and recycling removal: 3x per week

Interior windows: 1x per quarter

**Location #15**

Water Plant

301 College Street

Tile: 2,500 S/F

Carpet: 1,500 S/F

Number of bathrooms – 6 (all hand-dryers)

\*Toilet paper and soap AND PAPER TOWELS

Number of Offices: 9+/-

Number of Staff members: 12+/-

Trash and recycling removal: 3x per week

Interior windows: 1x per quarter

\*ALL OFFICES TO BE DUSTED ONCE PER MONTH (DESKS, SHELVES, FLAT SURFACE)

**Location #16**

Leisure Services Administration

501 Lake Avenue

Tile: 1,000 S/F, Carpet: 1,500 S/F

Number of bathrooms – 2

\*Toilet paper, soap, paper towels required

Number of Offices: 4+/-

Number of Staff members: 4+/-

Trash and recycling removal: 3x per week

Interior windows: 1x per quarter

**Location #17**

Leisure Services RECREATION  
17 SOUTH M STREET  
WOOD: 2,000 S/F  
Number of bathrooms – 3  
\*Toilet paper, soap, paper towels required  
Number of Offices: 5+/-  
KITCHEN: 1  
Number of Staff members: 5+/-  
Trash and recycling removal: 3x per week  
Interior windows: 1x per quarter

**Location #18**

City Garage  
1749 3rd Avenue South  
Number of bathrooms – 4 (required hand towels, toilet paper, soap)  
Number of Offices: 2+/-  
Number of Staff members: 5+/-  
Trash and recycling removal: 2x per week  
Interior windows: 1x per quarter

**Scheduled maintenance (requirements and application rates):****Tile Floors:**

a) Sweep / mop twice each week unless otherwise noted

**Carpet:**

a) Vacuum twice each week unless otherwise noted

**Bathrooms:**

a) Cleaned and sanitized in their entirety as noted. This would include but not be limited to sweeping, mopping, and cleaning and sanitizing of sinks, toilets, urinals, floors, walls, countertops, mirrors, etc.

b) Supply all paper products and soaps

**Interior Windows:**

Cleaned as NOTED PER LOCATION.

**Trash and recycling:**

Please provide for trash and recycling removal at each location from both:

A: Common areas

B: Office areas

C: Recycling shall be kept separated (paper vs. plastic items) and disposed of in the yellow and blue recycling containers at each facility

## **C) General Requirements of Contractor**

### **1) Quality Assurance**

- a. The Contractor shall provide all supervision, labor, equipment and cleaning supplies necessary to undertake the services identified herein. Contractor shall have a phone number at which they can be immediately contacted twenty-four hours a day
- b. The Contractor shall work with designated City employees to develop cleaning schedules for the respective locations. The work shall be scheduled such that it does not disrupt City functions and normal day-to-day operations of the City.
- c. Project Manager – The Contractor shall provide a project manager who shall be responsible for the overall management and coordination of this contract and who shall act as the central point of contact with the City.
- d. On-Site Supervisor – The Contractor shall provide supervisory personnel essential to accomplish all work required. On-site supervisor must be trained and possess the necessary competency to make sufficient daily inspections to insure that work has been and is being performed as required under this contract.

### **2) Contractor's Employees**

- a. All employees of the Contractor must be bondable under the company name and proof of bonding shall be submitted with executed contract.
- b. Identification badges shall be furnished by the Contractor and shall be worn by all contractor employees while on City premises for the performance of services under this contract.

### **3) Conduct**

- a. The City has the sole right to request removal of any contracted employee for reasonable cause. The Contractor's supervisor shall be responsible for the conduct and performance of the Contractor's employees and compliance with the following rules:
- b. No loud, boisterous or disruptive conduct will be permitted (including radios).
- c. Contractor's employees will not open desk drawers or cabinets at any time.
- d. Contractor's employees are not to use or tamper with any office machines, equipment, computers or employee's personal property.

- e. Use of City telephones for personal calls is prohibited.
- f. Only personnel employed by the Contractor designated for work at the City shall be allowed on the job site.
- g. Lights in unoccupied areas shall be turned off, windows and doors returned as found, and unoccupied areas locked.
- h. The Contractor will replace consumable items at the various locations as necessary.
- i. Contractor employees will meet acceptable standards of personal hygiene, neatness, bearing and demeanor.

**SCHEDULE OF SERVICES**  
**GROUP B**

CITY OF LAKE WORTH BEACH – CUSTODIAL SERVICES SCHEDULE						
LOCATION #	NAME	ADDRESS	SERVICE DAY			TIME OF DAY
			BATHROOMS	TRASH / RECYCLING	FLOORS	
9	PUBLIC WORKS ADMIN	1749 3RD AVE SOUTH	T, TH	T, TH	T, TH	DAY OR NIGHT
10	WIMBLEY GYM	1515 WINGFIELD STREET	M,W,F	M, W,F	M,W,F	DAY OR NIGHT
11	FACILITIES MAINTENANCE	1749 3RD AVE SOUTH	M,W,F	M,W,F	W,F	DAY OR NIGHT
12	GROUNDS / CEMETERY	1724 12TH AVE SOUTH	M,W,F	M,W,F	W,F	DAY OR NIGHT
13	FOR THE CHILDREN	1701 WINGFIELD STREET	M,W,F	M,W,F	M,W,F	DAY OR NIGHT
14	WATER UTILITY FIELD	1880 2ND AVE NORTH	M,W,F	M,W,F	W,F	DAY OR NIGHT
15	WATER UTILITY PLANT	301 COLLEGE STREET	M,W,F	M,W,F	W,F	DAY OR NIGHT
16	LEISURE SERVICES ADMIN	501 LAKE AVENUE	M,W,F	M,W,F	W,F	DAY OR NIGHT
17	LEISURE SERVICES REC	17 SOUTH M STREET	M,W,F	M,W,F	W,F	DAY OR NIGHT
18	GARAGE FACILITY	1749 3RD AVE SOUTH	M,W,F	M,W,F	W,F	DAY OR NIGHT

**EXHIBIT B**

**FEES**

**SCHEDULE OF UNIT PRICES**  
**GROUP B**

<b>ITEM</b>	<b>UNIT</b>	<b>RATE</b>
LOCATION #9 PUBLIC WORKS ADMIN	Per Month	\$119.60
LOCATION #10 WIMBLEY GYM	Per Month	\$183.04
LOCATION #11 FACILITIES MAINTENANCE	Per Month	\$173.33
LOCATION #12 GROUNDS/CEMETERY	Per Month	\$208.00
LOCATION #13 FOR THE CHILDREN	Per Month	\$546.00
LOCATION #14 WATER UTILITY TRAILER	Per Month	\$231.11
LOCATION #15 WATER PLANT	Per Month	\$297.14
LOCATION #16 501 LAKE AVE	Per Month	\$260.00
LOCATION # 17 17 S M ST	Per Month	\$260.00
LOCATION #18 GARAGE	Per Month	\$416.00
Contingency	Per Year	Up to \$7,500

## EXHIBIT C

### Contractor Evaluation Form

Part I - GENERAL CONTRACT DATA					
Contract No.		Contract Date:		Today's Date:	
Vendor/Contractor Details:			Department:		
Description of Work/Services:					
Financial Data:	Original Contract Amount:	Amount of modifications/changes +/-:	Liquidated damages assessed if any:	Total amount paid to the contractor:	
Significant Dates:	Date of award:	Original contract completion date:	Revised contract completion date:	Date Work accepted by the City:	
Part II - Performance Evaluation of Contract					
Performance Elements:	A (90%-100%)	B (80%-89%)	C (70%-79%)	D (60%-69%)	F (0%-59%)
Quality of Work					
Timely Performance					
Effectiveness of Management					
Compliance with Labor Standards					
Compliance with Safety Standards					
Overall Evaluation					
Detailed Explanation (Every score below 90% requires detailed explanation and documentation providing evidence, attach additional sheets if necessary):					
Signature:					
Department/Contract Liasion			Purchasing Department		





# BUDGET TRANSFER REQUEST

(replaces Budget Appropriation Form)

Accounting Period:	Accounting Month/Year:	Journal Entry:
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<b>DEPARTMENT:</b> Public Works	<b>DATE:</b> 12/7/21
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FROM ACCOUNT # (Note 1)	ACCOUNT DESCRIPTION	AMOUNT
001-5010-519-34-50	Contractual Services	3,000.00
001-5020-519-34-50	Contractual Services	3,000.00
001-5040-519-34-50	Contractual Services	3,000.00
001-5062-519-46-10	Repair / Maintenance Buildings	1,263.23


TO ACCOUNT # (Note 1)	ACCOUNT DESCRIPTION	AMOUNT
001-5061-519-34-50	Contractual Services	10,263.23

**Explanation required:** To fund the janitorial services contract that was recently approved and awarded to 2 firms.

REQUESTED BY (Originator)	Title	Telephone Ext.
Print Name: Felipe Lofaso	Assistant Dir	7422

**Signature:**  Digitally signed by Felipe Lofaso  
Date: 2021.12.01 17:12:38 -05'00'

APPROVED BY DEPARTMENT DIRECTOR	Title	Telephone Ext.
Print Name: Felipe Lofaso	Assistant Dir	7422

**Signature:**  Digitally signed by Felipe Lofaso  
Date: 2021.12.01 17:13:01 -05'00'

APPROVED BY CITY MANAGER OFFICE	Title	Telephone Ext.
Print Name:		

**Signature:**

\* \* \* \* FINANCE USE ONLY \* \* \* \*

<b>FINANCE APPROVED</b>	Name	Date
-------------------------	------	------

**Signature:**

<b>FINANCE POSTED</b>	Name	Date
-----------------------	------	------

**Signature:**

**Note 1:** Account Master AAA-BBCC-DDD.EE.FF  
AAA and BB need to agree in "From Account #" and "To Account #" box

Attach supporting documentation (i.e. resolution, ordinance, minutes, etc.).

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** December 7, 2021

**DEPARTMENT:** Electric Utility

**TITLE:**

Resolution No. 92-2021 - Establishing new Electric Utility Rates and Charges to be Effective January 1, 2022

**SUMMARY:**

Resolution No. 92-2021 establishes new Electric Utility Rates and Charges effective January 1, 2022.

**BACKGROUND AND JUSTIFICATION:**

Since 2014, City's electric utility reduced electric rates three times under the direction of the City Commission to achieve rate parity with the neighboring investor owned utility for the benchmark 1,000 kWhr/month customer (an industry standard benchmark for comparison purposes). The last of the three electric rate decreases was implemented in February, 2018, with rates remaining unchanged since then. Today the City's electric utility's residential bills rank among the lowest in the state of Florida, most recent public data as of September 2021 ranks our electric utility 8th out of 32 municipal utilities, and well below the statewide municipal utility average, and with actual bills for a benchmark 1,000 kWhr/month customer ~0.5% lower than the neighboring utility. The proposed rate increases of 6% for residential and commercial customers in the accompanying resolution will result in rates for the benchmark residential customer higher than today but remaining below those of the neighboring utility, and with commercial rates higher than today but with the gap in bills to the neighboring electric utility declining.

The electric utility has been able to operate without rate increases since 2014 due to significant cost cutting efforts by Staff and declines in fuel costs, the latter of which have increased significantly over the past few months globally, nationally, and in Florida. Staff efforts to reduce costs have included implementing operating cost controls, renegotiated energy and capacity contracts, and refinancing of outstanding debt. Over the past four years electric utility Staff has also identified and brought in additional revenues from renegotiated pole attachment agreements, settlements for prior unauthorized attachments by communications companies to the utility's poles, customer growth, as well as bringing in new revenues from underutilized natural gas pipeline capacity assets.

The process of reviewing electric rates began in 2020, at which time the City's electric utility department selected Leidos via a competitive procurement process. Leidos, a leading rates-consulting firm among other services, was selected to conduct a comprehensive Cost of Service Study of the electric utility and recommend adjustments to electric utility rates, where deemed advisable, in order to assure adequacy of revenues to cover increased costs going forward. The electric utility is currently operating under Resolution 69-2021 which continued previously set Electric Utility Rates and Charges for FY2022 without changes from FY2021 amounts.

On November 30th, 2021, following prior budget workshops and budget meetings held in September 2021 which included detailed financial modeling by Stantec, wholesale power cost modeling by Vantage, presentations by Davenport on bond ratings, and updated cost of service

study analysis by Leidos, Electric Utility Staff and Leidos' Staff presented their recommendations on suggested rate increases to the City Commission for discussion and approval. Also proposed were increases in minimum bills, as well as increase in streetlighting charges, all of which are detailed in the proposed resolution.

At the November 30, 2021 meeting the City Commission voted in favor of the suggested rate increases of 6.0% with an accompanying request that the annual Purchased Power Cost Adjustment be made quarterly rather than annually, and that the increased rates be effective January 1, 2022.

**MOTION:**

Move to approve/disapprove Resolution No. 92-2021 establishing the new Electric Utility rates and charges effective January 1, 2021.

**ATTACHMENT(S):**

Fiscal Impact Analysis - N/A  
Leidos Rates Presentation from Nov. 30th, 2021 Meeting  
Leidos Cost of Service Study  
Existing Electric Utility Rates Resolution No. 69-2021  
Proposed Electric Utility Rates Resolution No. 92-2021

RESOLUTION NO. 92-2021 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, PROVIDING FOR RATES, FEES AND CHARGES, AND REGULATIONS FOR ALL ELECTRICITY SOLD BY THE CITY OF LAKE WORTH BEACH, FLORIDA FOR USE OF ELECTRIC LIGHT AND POWER SYSTEM; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Lake Worth Beach, Florida, is authorized and required to fix uniform and adequate rates for its service; and

WHEREAS, the rates set forth herein are just and equitable and serve a valid public purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA as follows:

Section 1. Definitions: For the purpose of this resolution, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural in the present tense include the future, words in the plural include the singular, and words in the singular include the plural.

- A. "Shall" is always mandatory and not merely directory.
- B. "Net Metering Accounts" are those customer accounts with the City's Electric Utility where the customer has applied to the City's Electric Utility; installed a Customer-Owned Renewable Generation System (as defined in the Net Metering Program Rules and Regulations); executed a City Interconnection Agreement; has been approved by the Electric Utility for interconnection with the City's electric system; and, remains in compliance with the City's Net Metering Program. All rates applicable to Net Metering Accounts are governed by Resolution No. 45-2019 (as may be amended from time to time).
- C. "Purchased Power Cost Adjustment (PCA)" The cost of electricity is affected by the price of fuel and the purchase price of power supply. The PCA is an adjustment charge caused by an increased or decreased in the cost to purchase or supply power to customers. It is shown on the customer's bill as a credit or a surcharge to the price per kilowatt-hour. The customer's utility bill may have a credit, as the cost of power supply decreases, or it may have a surcharge when the costs increase.

Section 2. The following schedules shall be the rates charged and the regulations imposed by the City of Lake Worth Beach, Florida, on all electric power sold by the City of Lake Worth Beach, Florida for lighting, heating and power purposes, to wit:

A. Regular Residential Electric (Schedule R-S)

1. Designation: Regular Residential Electric
2. Applicable: For domestic electric purposes in private residences and individually metered apartments. Residential rates shall apply for electric energy used in commonly-owned facilities in condominiums and cooperative apartment buildings, subject to the following criteria:
  - a. 100% of the energy is used exclusively for the co-owner's benefit.
  - b. None of the energy is used in any endeavor which sells or rents a commodity or provides service for a fee.
  - c. Each point of delivery will be separately metered and billed.
  - d. A responsible legal entity is established as the customer to whom the City of Lake Worth Beach can render its bills for said service.
  - e. A cooperative or condominium requesting residential rates shall apply for the rate and establish the above criteria.
3. Limitations: Auxiliary and stand-by generation or resale of the electric energy not permitted hereunder. Recognized rooming houses, tourist homes and dwellings accommodating more than four paying guests supplied through a single meter will not be served under this schedule.
4. Service: Single phase, 60 cycles at available standard voltage. Three phase service may be furnished but only under special arrangements and at the option of the City of Lake Worth Beach.
5. Monthly Rates:
  - a. Customer Charge: A fixed charge based on the cost of preparing and delivering a bill, which will be applied to each electric account receiving a bill. \$10.55 per month.
  - b. Energy Charge per kWh

	<b>First 1,000 KWH's</b>	<b>Excess</b>
Base Energy	\$0.06900	\$0.08900
Power Cost Adjustment	\$0.03490	\$0.04490
Capacity	\$0.01020	\$0.01020
<b>Total</b>	<b>\$0.1141</b>	<b>\$0.1441</b>

6. The rates listed above include all administrative charges from the City of Lake Worth Beach.
7. Purchased Power Cost Adjustment Charge:
  - A. Purchased Power Cost Adjustment Charge will be applied as set forth in Section 3 below.
8. Outside City Limits Surcharge: A surcharge for electric use outside the City of Lake Worth Beach, Florida, municipal limits shall be charged as set forth in Section 4 below.
9. Minimum Bill: The minimum bill for electric use shall be charged at \$35.00 per month.

- B. Regular Commercial Service (Schedule C-S)
1. Designation: Regular Commercial Electric.
  2. Applicable: For commercial, industrial, and governmental use within the territory served by the Electric Distribution System of the City of Lake Worth Beach, as available and at the option of the City.
  3. Limitations: For consumers who own renewable energy facilities (such as wind, solar power or home fuel cells), resale of the electric energy is not permitted hereunder.
  4. Service: Single or three phase, 60 cycles and at any available standard voltage, at the option of the City of Lake Worth Beach.
  5. Monthly Rates:
    - a. Customer Charge: A fixed charge based on the cost of preparing and delivering a bill which will be applied to each electric account receiving a bill. \$17.00 per month.
    - b. Energy Charge per kWh.

	<b>All kWhs</b>
Base Energy	\$0.08700
Power Cost Adjustment	\$0.03700
Capacity	N/A
<b>Total</b>	<b>\$0.12400</b>

6. The rates listed above includes all administrative charges from the City of Lake Worth Beach.
  7. Purchased Power Cost Adjustment Charge:
    - A. Purchased Power Cost Adjustment Charge will be applied as set forth in Section 3 below.
  8. Outside City Limits Surcharge: A surcharge for electric use outside the City of Lake Worth Beach, Florida, municipal limits shall be charged as set forth in Section 4 below.
  9. Minimum Bill: The minimum bill for electric use shall be \$50.00 per month for single phase service and \$100.00 per month for poly phase service.
- C. Demand Commercial Service (Schedule CD-S)
1. Designation: Demand Commercial Electric
  2. Applicable: For customers who qualifies for service under Schedule C-S above and has a peak demand of 25 kW or greater for three (3) consecutive months:
  3. Limitations: Auxiliary or stand-by service or resale not permitted hereunder.
  4. Service: Single or three phase, 60 cycles and at any available standard voltage, at the option of the City of Lake Worth Beach.
  5. Monthly Rates:
    - a. Customer Charge: A fixed charge based on the cost of preparing and delivering a bill, which will be applied to each electric account receiving a bill. \$130.00 per month.
    - b. Energy Charge per KWH

	All kWhs	Demand - KW
Base Energy	\$0.05200	\$12.00
Power Cost Adjustment	\$0.03700	
Capacity Charge	N/A	
<b>Total</b>	<b>\$0.08900</b>	<b>\$12.00</b>

6. The rates listed above include all administrative charges from the City of Lake Worth Beach.
7. Billing Demand: The maximum 15 minute measured demand in the month, subject to power factor adjustment.
8. Power Factor Adjustment: When demand is measured with a kW meter and customer's power factor in any month is below 95% the measured demand may be adjusted to 95% power factor.
9. Purchased Power Cost Adjustment Charge:
  - A. Purchased Power Cost Adjustment Charge will be applied as set forth in Section 3 below.
10. Outside City Limits Surcharge: A surcharge for electric use outside the City of Lake Worth Beach, Florida, municipal limits shall be charged as set forth in Section 4 below.
11. Minimum Bill: The minimum bill for electric use shall be \$250.00 per month.

D. Regular Time of Use Commercial Service (Schedule CT-S)

1. Designation: Time of Use Commercial Service
2. Applicable: For commercial, industrial, and governmental use within the territory served by the Electric Distribution System of the City of Lake Worth Beach, as available and at the option of the City.
3. Limitations: For consumers who own renewable energy facilities (such as wind, solar power or home fuel cells), resale of the electric energy is not permitted hereunder.
4. Service: Single or three phase, 60 cycles and at any available standard voltage, at the option of the City of Lake Worth Beach.
5. Monthly Rates:
  - a. Customer Charge: A fixed charge based on the cost of preparing and delivering a bill which will be applied to each electric account receiving a bill. \$30.00 per month.
  - b. Energy Charge:
    - i. Off Peak \$0.0840 per kWh
    - ii. On Peak \$0.2600 per kWh
    - iii. Determination of Off-Peak Period: October – May: The off-peak period is defined as the hours between 1:00 p.m. and 6:00 a.m., Monday through Friday and all day Saturday and Sunday. In addition, the following holidays will also be considered off-peak: New Year's Day, Memorial Day, Thanksgiving Day, and Christmas Day. June – September: The off-peak period is defined as the hours between 7:00 p.m. and 2:00 p.m., Monday through Friday and all day Saturday and Sunday. In addition, the following holidays will also be considered off-peak: Independence Day and Labor Day. All other hours are considered on peak hours.

6. Term of Contract: One year and thereafter until terminated at the option of either party by the giving of not less than thirty (30) days advance written notice of the effective date of termination.
  7. Purchased Power Cost Adjustment Charge: A Purchased Power Cost Adjustment Charge will be applied as set forth in Section 3 below.
  8. Outside City Limits Surcharge: A surcharge for electric use outside the City of Lake Worth Beach, Florida, municipal limits shall be charged as set forth in Section 4 below.
  9. Minimum Bill: The minimum bill for electric use shall be \$50.00 per month for single phase service and \$100.00 per month for poly phase service.
- E. Time of Use Demand Commercial Service (Schedule CDT-S)
1. Designation: Time of Use Demand Commercial Service
  2. Applicable: For commercial, industrial, and governmental use within the territory served by the Electric Distribution System of the City of Lake Worth Beach, as available and at the option of the City.
  3. Limitations: For consumers who own renewable energy facilities (such as wind, solar power or home fuel cells), resale of the electric energy is not permitted hereunder.
  4. Service: Single or three phase, 60 cycles and at any available standard 416 voltage, at the option of the City of Lake Worth Beach.
  5. Monthly Rates:
    - a. Customer Charge: A fixed charge based on the cost of preparing and delivering a bill which will be applied to each Electric account receiving a bill. \$140.00 per month.
    - b. Energy Charge:
      - i. Off Peak \$0.0620 per kWh
      - ii. On Peak \$0.2400 per kWh
      - iii. Demand Charge: \$7.00 per kW.
      - iv. Billing Demand: The maximum 15 minute measured demand in the month, subject to power factor adjustment.
      - v. Power Factor Adjustment: When demand is measured with a kW 438 meter and customer's power factor in any month is below 95% the measured demand may be adjusted to 95% power factor.
      - vi. Determination of Off-Peak Period: October – May: The off-peak period is defined as the hours between 1:00 p.m. and 6:00 a.m., Monday through Friday and all day Saturday and Sunday. In addition, the following holidays will also be considered off-peak: New Year's Day, Memorial Day, Thanksgiving Day, and Christmas Day.
      - vii. June – September: The off-peak period is defined as the hours between 7:00 p.m. and 2:00 p.m., Monday through Friday and all day Saturday and Sunday. In addition, the following holidays will also be considered off-peak: Independence Day and Labor Day. All other hours are considered on peak hours.
  6. Term of Contract: One year and thereafter until terminated at the option of either party by the giving of not less than thirty (30) days advance written notice of the effective date of termination.
  7. Purchased Power Cost Adjustment Charge: A Purchased Power Cost Adjustment Charge will be applied as set forth in Section 3 below.



8. Outside City Limits Surcharge: A surcharge for electric use outside the City of Lake Worth Beach, Florida, municipal limits shall be charged as set forth in Section 4 below.
9. Minimum Bill: The minimum bill for electric use shall be \$140.00 per month.

F. Electric Vehicle Charging Level II (Schedule EV2-S)

1. Designation: Electric Vehicle Charging Level II
2. Applicable: For City owned public electric vehicle Level II charging stations.
  - a. None of the energy is used in any endeavor which sells or rents a commodity or provides service for a fee.
  - b. Each point of delivery will be separately metered and billed.
  - c. Limitations: Auxiliary and stand-by generation or resale of the electric energy not permitted hereunder.

3. Energy Charge per kWh

	<b>All KWH's</b>
Base Energy	\$0.05148
Power Cost Adjustment	\$0.03578
Capacity	\$0.01020
<b>Total</b>	<b>\$0.09746</b>

4. The rates listed above include all administrative charges from the City of Lake Worth Beach.
5. Purchased Power Cost Adjustment Charge:
  - A. Purchased Power Cost Adjustment Charge will be applied as set forth in Section 3 below.
6. Outside City Limits Surcharge: A surcharge for electric use outside the City of Lake Worth Beach, Florida, municipal limits shall be charged as set forth in Section 4 below.

G. Private Area Lighting (Schedule L-P)

1. Designation: Private Area Lighting
2. Applicable: For year-round outdoor security lighting of yards, driveways, walkways, parking lots, parks, and other areas, under the following conditions:
  - a. Lights to be served hereunder shall be at locations that are easily and economically accessible to the City of Lake Worth Beach equipment and personnel for construction and maintenance.
  - b. Original location of lighting fixtures shall be by mutual agreement and shall not be located so as to create a public nuisance.
  - c. Any relocation requested by customer after installation shall be made at customer's expense. All new lighting units provided under this Schedule shall be the high pressure sodium vapor (conservation lighting) type.
3. Limitations:
  - a. Auxiliary and stand-by generation or resale of the electric energy not permitted hereunder.
  - b. The City of Lake Worth Beach, while exercising reasonable diligence at all times to furnish service hereunder, does not guarantee continuous lighting and will not be liable for damages for any interruption, deficiency or failure of service and reserves the right to interrupt service at any time for necessary repairs to lines or equipment.

4. Service: Service includes lamp renewals, energy from approximately dusk each day until approximately dawn the following day and maintenance of facilities. The City of Lake Worth Beach will replace all burned out lamps and will maintain its facilities during regular daytime working hours as soon as practicable following notification by the customer that such work is necessary. The City of Lake Worth Beach shall be permitted to enter the customer's premises at all reasonable times for the purpose of inspecting, maintaining, installing and removing any or all of its equipment and facilities. Single phase, 60 cycles at available standard voltage. Three phase service may be furnished but only under special arrangements and at the option of the City of Lake Worth Beach.
5. Term of Service: Not less than one (1) year.
6. Monthly Rates: A fixed monthly charge based on the number of units installed shall be charged based on the following schedule.
  - a. Standard Lighting:

Description Unit Cost per Month

175 Watt (7,000 Lumen) Mercury –Vapor Street Light Unit on Existing Pole	\$12.21
400 Watt (20,500 Lumen) Mercury-Vapor Street Light Unit on Existing Pole	\$19.15
1,000 Watt (55,000 Lumen) Mercury-Vapor Street Light Unit on Existing Pole	\$37.68
100 Watt (9,500 Lumen) High Pressure Sodium Vapor Street Light Unit on Existing Pole	\$9.93
250 Watt (27,500 Lumen) High Pressure Sodium Vapor Street Light Unit on Existing Pole	\$14.26
360 Watt High Pressure Sodium Vapor Street Light Unit on Existing Pole	\$17.05
400 Watt (50,000 Lumen) High Pressure Sodium Vapor Street Light Unit on existing pole	\$17.15
48 Watt LED Street Light Unit on Existing Pole	\$9.00
70 Watt LED Street Light Unit on Existing Pole	\$9.70
80 Watt LED Street Light Unit on Existing Pole	\$9.70
101 Watt LED Street Light Unit on Existing Pole	\$16.30
110 Watt LED Street Light Unit on Existing Pole	\$16.30
133 Watt LED Street Light Unit on Existing Pole	\$16.30
150 Watt LED Street Light Unit on Existing Pole	\$16.30
Wood Pole and span of Overhead Conductors or Pole used only for Light	\$10.00
Concrete Pole and Span of Overhead Conductors or Pole used only for Light	\$15.00
Underground Conductors up to 150 feet	\$1.33
Underground Conductors from 150 feet to 300 feet	\$2.68

7. Purchased Power Cost Adjustment Charge: A Purchased Power Cost Adjustment Charge will be applied as set forth in Section 3 below.
8. Outside City Limits Surcharge: A surcharge for electric use outside the City of Lake Worth Beach, Florida, municipal limits shall be charged as set forth in Section 4 below.

H. Street Lighting (Schedule L-S)

1. Designation: Street Lighting
2. Applicable: For lighting of public right-of ways.
3. Limitations:
  - a. Auxiliary and stand-by generation or resale of the electric energy not permitted hereunder.
  - b. The City of Lake Worth Beach, while exercising reasonable diligence at all times to furnish service hereunder, does not guarantee continuous lighting and will not be liable for damages for any interruption, deficiency or failure of service and reserves the right to interrupt service at any time for necessary repairs to lines or equipment.
  - c. Should the City of Lake Worth Beach be required by the customer to replace the street light(s) with a light (or lights) of another type or rating, then the customer may be required to pay the estimated labor, vehicle use and other direct costs involved in replacing the fixtures.
4. Service: Service includes lamp renewals, energy from approximately dusk each day until dawn the following day and maintenance of City of Lake Worth Beach owned street lighting systems.
5. Term of Service: For not less than ten (10) years for City of Lake Worth Beach facilities or customer will be required to pay depreciated cost of installed facilities plus cost of removal.
6. Monthly Rates:
  - a. A fixed monthly charge based on the number of units installed shall be charged based on the following schedule.
  - b. Conservation Lighting:

Description Unit Cost per Month

100 Watt (9,500 Lumen) High Pressure Sodium Vapor Street Light Unit on Existing Pole	\$7.85
150 Watt (27,500 Lumen) High Pressure Sodium Vapor Street Light Unit on Existing Pole	\$9.33
250 Watt (27,500 Lumen) High Pressure Sodium Vapor Street Light Unit on Existing Pole	\$12.26
360 Watt High Pressure Sodium Vapor Street Light Unit on Existing Pole	\$15.19
400 Watt (50,000 Lumen) High Pressure Sodium Vapor Street Light Unit on existing pole	\$17.09
48 Watt LED Street Light Unit on Existing Pole	\$9.00
70 Watt LED Street Light Unit on Existing Pole	\$9.70
80 Watt LED Street Light Unit on Existing Pole	\$9.70
101 Watt LED Street Light Unit on Existing Pole	\$16.30
110 Watt LED Street Light Unit on Existing Pole	\$16.30
133 Watt LED Street Light Unit on Existing Pole	\$16.30
150 Watt LED Street Light Unit on Existing Pole	\$16.30

## c. Appurtenances:

Description Unit Cost per Month

Wood Pole and span of Overhead Conductors \$10.00 or Pole used only for Light  
 Concrete Pole and Span of Overhead Conductors \$15.00 or Pole used only for Light  
 Underground Conductors up to 150 feet \$1.33  
 Underground Conductors from 150 feet to 300 feet \$2.68

7. Purchased Power Cost Adjustment Charge:
  - A. Purchased Power Cost Adjustment Charge will be applied as set forth in Section 3 below.
8. Outside City Limits Surcharge:
  - A. Surcharge for electric use outside the City of Lake Worth Beach, Florida, municipal limits shall be charged as set forth in Section 4 below.

Section 3. Purchased Power Cost Adjustment (PCA): A Purchased Power Cost Adjustment Charge (PCA) shall be established for a projected 3 month period for energy sales during that period as follows:

$$PCA = (A + B + C) / D$$

where:

A = The projected purchased power costs for the projected 3 month period comprised of costs such as the FMPA Stanton 1 variable costs, the FMPA Municipal Solar Project power costs, supplemental purchased power capacity, energy and directly related costs, Lake Worth Beach electric utility power generating fuel, and transmission costs

B = A true-up amount representing the over or under recovery of purchased power costs from the prior period

C = The amount transferred to or from the Rate Stabilization Fund for the projected period

D = The projected total retail sales in MWh for the projected 3 month period

The purchased power cost adjustment charge will be reconciled quarterly and trued up between estimated costs and billing units and actual costs and billing units.

Section 4. Surcharge For Service Outside The Municipal Limits: With respect to any residents, premises and/or users outside the corporate limits of the City of Lake Worth Beach, Florida, where such residents, premises and/or users now or hereafter have or use electrical utility service with the electrical system of the City of Lake Worth Beach, they shall be charged a rate for the electricity they use equal to the charge established for service to the residents, premises and/or users within the City of Lake Worth Beach, Florida, plus any applicable taxes or fees that are required in the Code of Ordinances or Resolutions of the specific jurisdiction in which those accounts reside. Such taxes and fees are collected by the City of Lake Worth Beach and remitted directly to the appropriate County or Municipal entity.

Section 5. Nothing in this resolution shall prohibit the City of Lake Worth Beach from entering into an agreement to provide electricity and electric utility services to or within any unit of government or governmental subdivision with terms and conditions other than contained herein.

Section 6. All resolutions or parts of resolutions in conflict herewith are expressly repealed.

Section 7. If any provision of this resolution or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the resolution, which can be given effect without the invalid provision or application, and to this end the provisions of this resolution are declared severable.

Section 8. This resolution shall be in effect for billings issued on or after January 1, 2022.

The passage of this resolution was moved by\_\_\_\_\_, seconded by\_\_\_\_\_and upon being put to a vote, the vote was as follows:

- Mayor Betty Resch
- Vice Mayor Herman Robinson
- Commissioner Sarah Malega
- Commissioner Christopher McVoy
- Commissioner Kimberly Stokes

The Mayor thereupon declared this resolution duly passed and enacted on the 7<sup>th</sup> day of December 2021.

LAKE WORTH BEACH CITY COMMISSION

By: \_\_\_\_\_  
Betty Resch, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Ann Coyne, City Clerk

**CITY OF LAKE WORTH BEACH, FLORIDA**  
**Electric Cost of Service Study**

**Projected Revenues at**  
**PROPOSED RATES CASE 4**  
**Fiscal Year Ending September 30, 2022**

Ln. No.	Customer Class Description (a)	Proposed Rate (b)	Billing Determinants (c)	Base Rate Revenue (d)	Power Cost Adjustment (e)	Total Revenue (f)
<b>Residential Regular</b>						
1	Customer Charge	\$ 10.55	286,364	\$ 3,021,140	\$ -	\$ 3,021,140
2	Energy Charge < 1,000 kWhs	\$ 0.06900	210,058,337	14,494,025	-	14,494,025
3	Energy Charge > 1,000 kWhs	\$ 0.08900	56,175,297	4,999,601	-	4,999,601
4	Power Cost Adjustment < 1,000 kWhs	\$ 0.03490	210,058,337	-	7,331,036	7,331,036
5	Power Cost Adjustment > 1,000 kWhs	\$ 0.04490	56,175,297	-	2,522,271	2,522,271
6	Capacity Charge	\$ -	266,233,634	-	-	-
7	<i>Subtotal Residential Regular</i>			\$ 22,514,767	\$ 9,853,307	\$ 32,368,074
<b>Residential Net Metering</b>						
8	Customer Charge	\$ 10.55	1,588	\$ 16,753	\$ -	\$ 16,753
9	Energy Charge < 1,000 kWhs	\$ 0.06900	1,022,362	70,543	-	70,543
10	Energy Charge > 1,000 kWhs	\$ 0.08900	273,407	24,333	-	24,333
11	Power Cost Adjustment < 1,000 kWhs	\$ 0.03490	1,022,362	-	35,680	35,680
12	Power Cost Adjustment > 1,000 kWhs	\$ 0.04490	273,407	-	12,276	12,276
13	Capacity Charge	\$ -	1,295,769	-	-	-
14	<i>Subtotal Residential Net Metering</i>			\$ 111,630	\$ 47,956	\$ 159,586
15	<b>Residential Minimum Bill Revenue</b>	<b>\$35.00</b>	23,160	\$ 566,262	\$ -	\$ 566,262
16	<b>Total Residential</b>		<b>267,529,403</b>	<b>\$ 23,192,659</b>	<b>\$ 9,901,263</b>	<b>\$ 33,093,922</b>
<b>Commercial Regular</b>						
17	Customer Charge	\$ 17.00	37,416	\$ 636,072	\$ -	\$ 636,072
18	Energy Charge	\$ 0.08700	111,923,908	9,737,380	-	9,737,380
19	Capacity Charge	\$ -	111,923,908	-	-	-
20	Power Cost Adjustment	\$ 0.03700	111,923,908	-	4,141,185	4,141,185
21	<i>Subtotal Commercial Regular</i>			\$ 10,373,452	\$ 4,141,185	\$ 14,514,637
<b>Commercial Net Metering</b>						
22	Customer Charge	\$ 17.00	120	\$ 2,040	\$ -	\$ 2,040
23	Energy Charge	\$ 0.08700	550,196	47,867	-	47,867
24	Capacity Charge	\$ -	550,196	-	-	-
25	Power Cost Adjustment	\$ 0.03700	550,196	-	20,357	20,357
26	<i>Subtotal Commercial Net Metering</i>			\$ 49,907	\$ 20,357	\$ 70,264
27	<b>Commercial Minimum Bill Revenue -1Ph</b>	<b>\$50.00</b>	6,240	\$ 205,920	\$ -	\$ 205,920
28	<b>Commercial Minimum Bill Revenue -PolyPh</b>	<b>\$100.00</b>	1,440	\$ 119,520	\$ -	\$ 119,520
29	<b>Total Commercial</b>		<b>112,474,104</b>	<b>\$ 10,748,799</b>	<b>\$ 4,161,542</b>	<b>\$ 14,910,341</b>

**CITY OF LAKE WORTH BEACH, FLORIDA**  
**Electric Cost of Service Study**

**Projected Revenues at**  
**PROPOSED RATES CASE 4**  
**Fiscal Year Ending September 30, 2022**

Ln. No.	Customer Class Description (a)	Proposed Rate (b)	Billing Determinants (c)	Base Rate Revenue (d)	Power Cost Adjustment (e)	Total Revenue (f)
	<b>Commercial Service Demand</b>					
30	Customer Charge	\$ 130.00	1,020	\$ 132,600	\$ -	\$ 132,600
31	Energy Charge	\$ 0.05200	49,285,812	2,562,862	-	2,562,862
32	Capacity Charge	\$ -	49,285,812	-	-	-
33	Power Cost Adjustment	\$ 0.03700	49,285,812	-	1,823,575	1,823,575
34	Demand Charge	\$ 12.00	105,763	1,269,156	-	1,269,156
35	<b>Total Commercial Service Demand</b>			\$ 3,964,618	\$ 1,823,575	\$ 5,788,193
36	<b>Total Private Area Lighting</b>		1,233,570	\$ 262,500		\$ 262,500
37	<b>Total Street Lights</b>		2,548,000	\$ 372,750		\$ 372,750
38	<b>TOTAL RATE REVENUES</b>			\$ 38,541,326	\$ 15,886,380	\$ 54,427,706
39	<b>OTHER REVENUES</b>					7,993,439
40	<b>TOTAL REVENUES</b>					\$ 62,421,145
41	<b>ADJUSTED FOR 1/22 EFFECTIVE DATE</b>					\$ 61,587,025

CITY OF LAKE WORTH BEACH, FLORIDA

# Electric Utility Cost of Service Study Update

**PRESENTED BY:** Craig Shepard, Project Manager

November 30, 2021





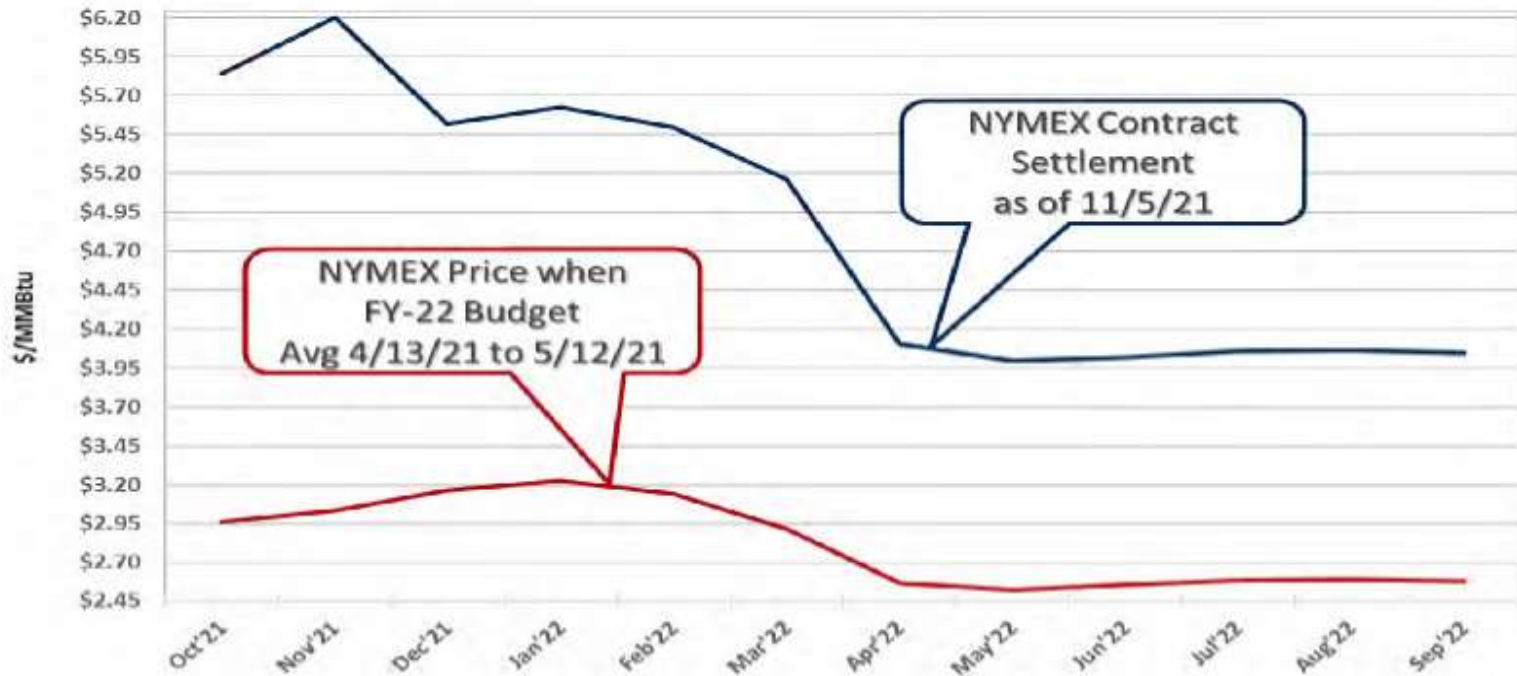
# Electric COS Study Update

- ▶ Update Projected Sales for FY 2022 and FY 2023
- ▶ Update Natural Gas Costs
- ▶ Update Projected Revenue Requirements for FY 2022 and FY 2023
- ▶ Revise Rates based on the COS Analysis
- ▶ Revise Rates to Meet Long Term Working Capital Goal
- ▶ Revise rates according to City policies, the Federal Energy Regulatory Commission, and the Florida Public Service Commission guidelines

# Natural Gas Prices

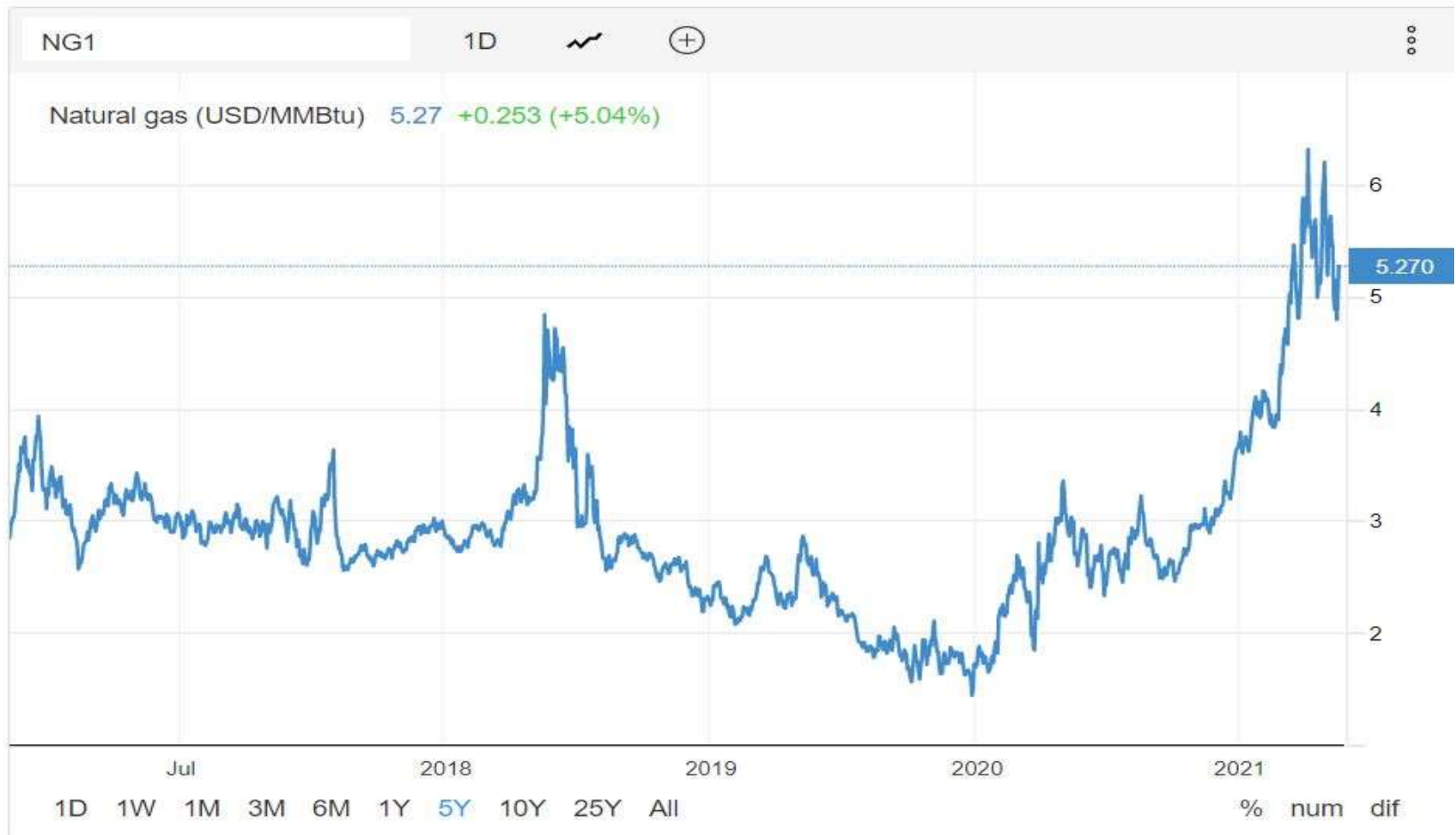
## FY 2022 NYMEX Contract \$2.02/MMBtu Above Budget

*NYMEX Natural Gas FY22 Settlement as of Nov. 5, 2021*



Source: FMPA

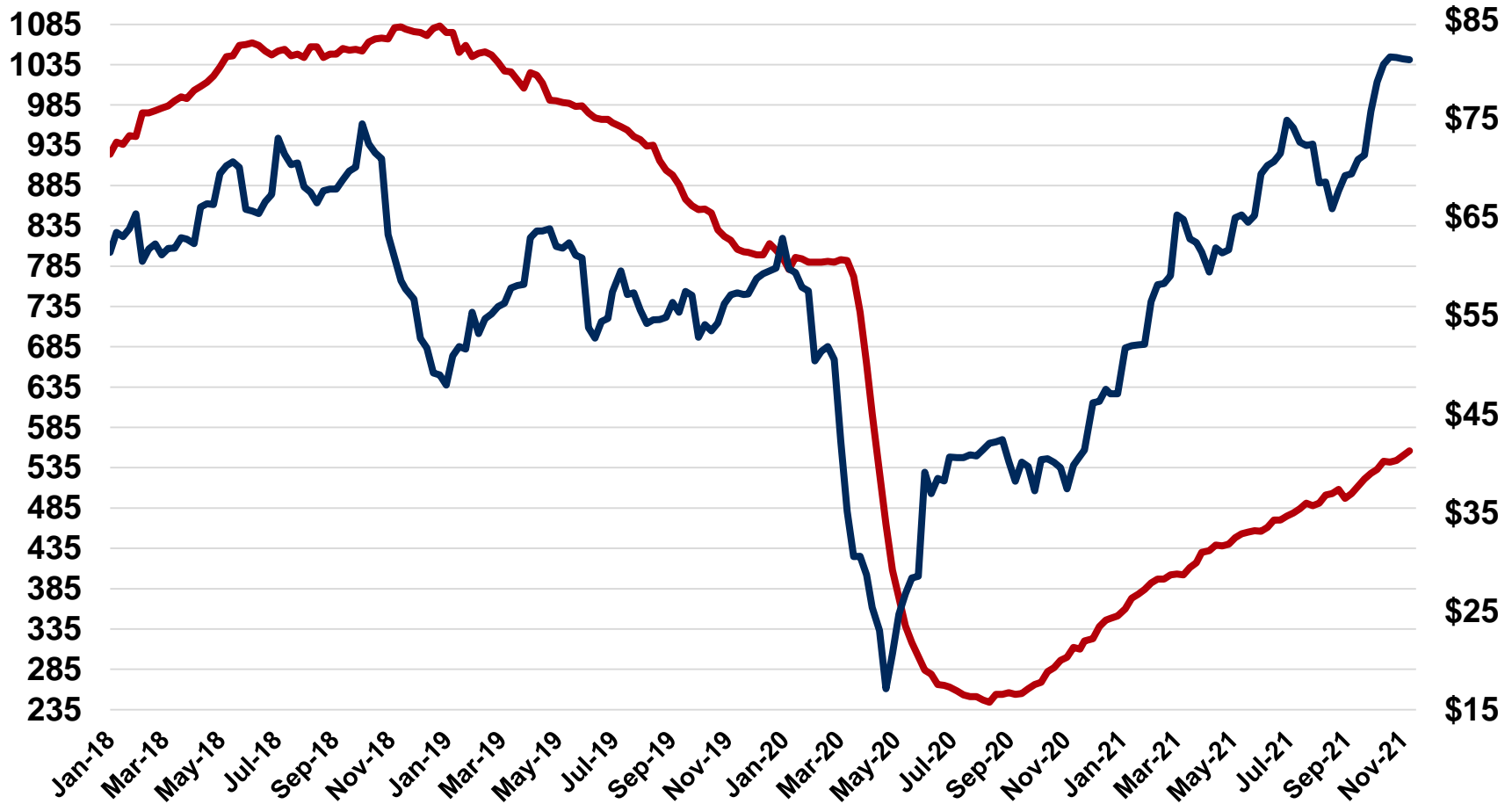
# Natural Gas Prices



Source:tradingeconomics.com as of 11-16-21

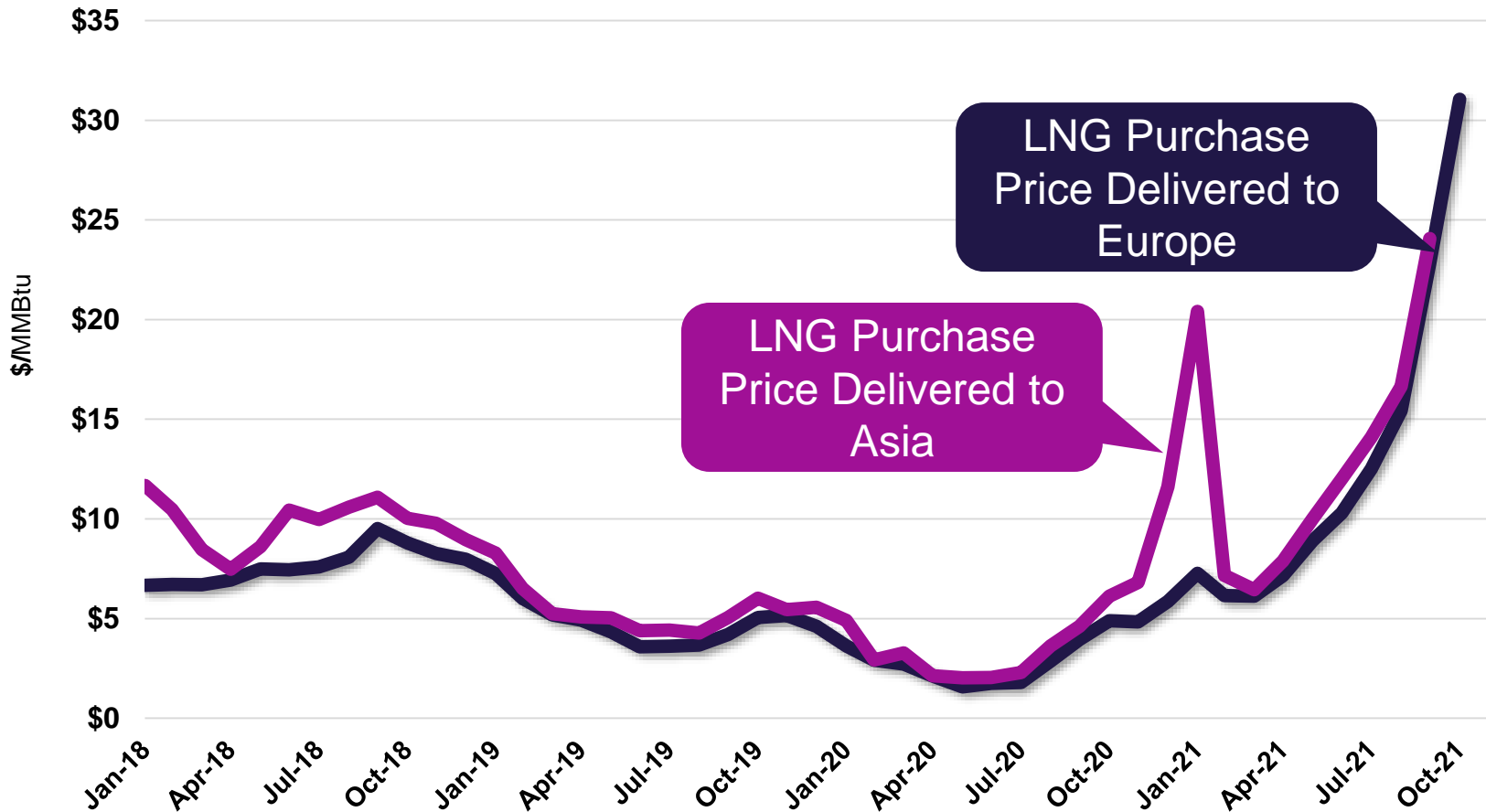
# Drilling Rig Count Increases, Oil Prices Move Higher

## Oil Prices Move into Low \$80 Range (as of Nov. 16)



Source:FMPA

# Significant Increase in Global LNG Demand – China, EU *Demand Driving Global Prices for LNG 600% Above U.S. Market*



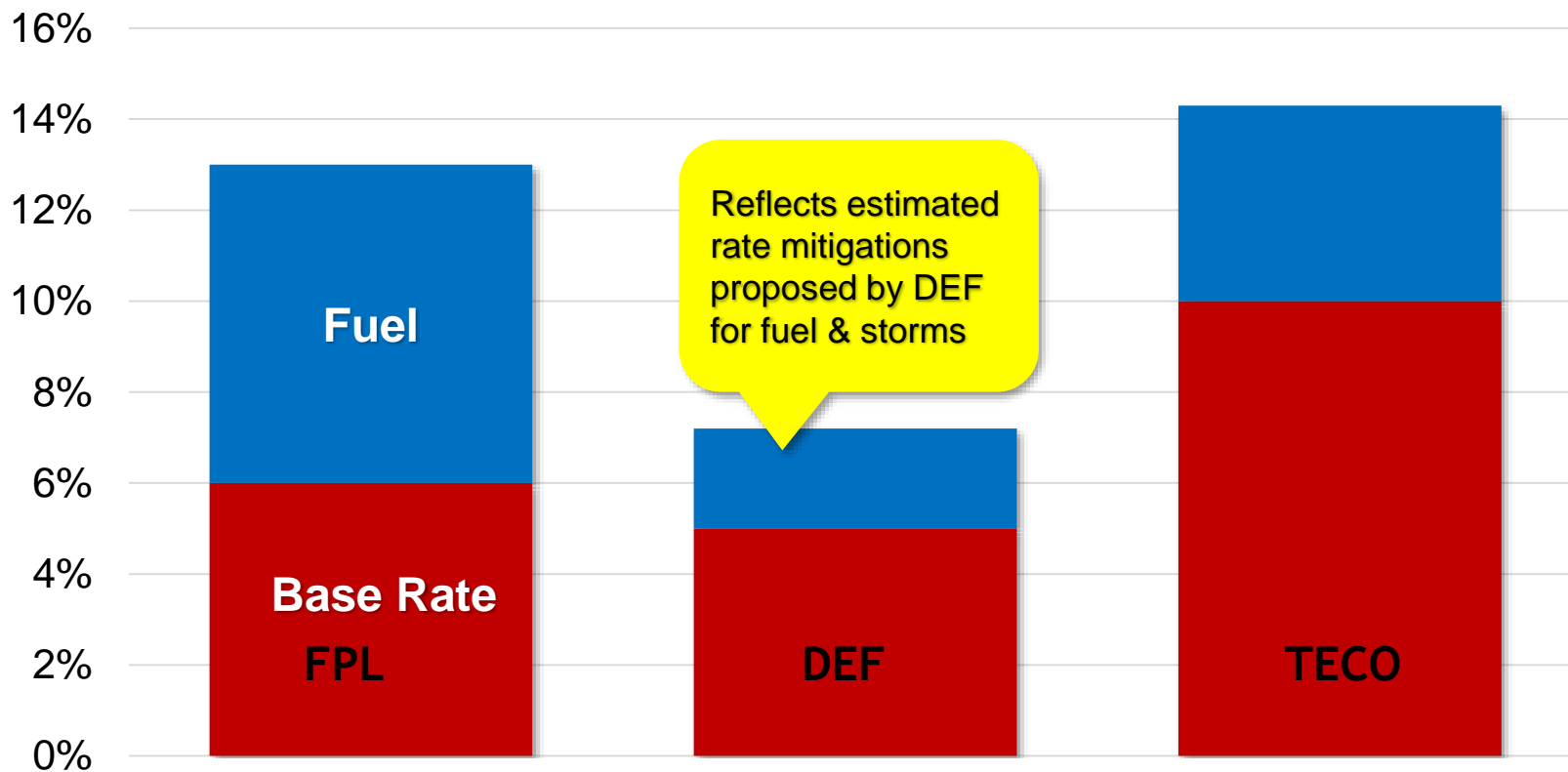
SOURCE: Ycharts for Europe

FRED Economic Data for Asia

# IOU Residential Rates Up ~11%\* on Average in January

*Several Municipals Considering Power Cost Adjustments as Well*

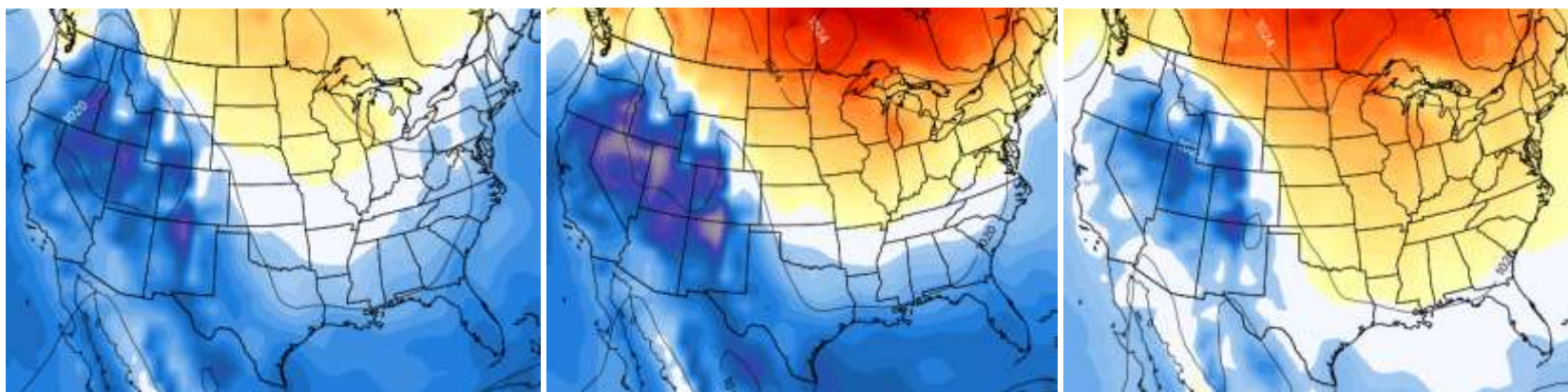
Estimated % Increase vs. Today, Effective January 2022



\*Based on publicly available estimates from utility sources for approved settlements. Average is a weighted average of sales Source:FMPPA

# December to January Monthly Temperature Forecast

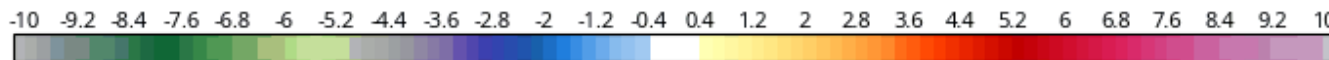
## *U.S. Heating Region Projected to be Warmer than Normal*



**December**

**January**

**February**



SOURCE: Weather Bell

# Rate Increase Alternatives

- ▶ Since September, Natural Gas Prices Have Increased Significantly
- ▶ Lake Worth Beach Is Less Sensitive to Natural Gas Price Increases Than Others
- ▶ Proposed Rates Recover Cost Increases over 18 Months (Effective April 2022) or 21 Months (Effective January 2022)
- ▶ Case 1: Move Toward Cost of Service, Effective April 2022
- ▶ Case 2: Even Increases by Rate Class, Effective April 2022
- ▶ Case 3: Move Toward Cost of Service, Effective January 2022
- ▶ Case 4: Even Increases by Rate Class, Effective January 2022



# Rate Increase Alternatives

	<u>Residential</u>	<u>Commercial</u>	<u>Residential</u> <u>1000 kWh</u>
Case 1 COS April 22	8.0%	5.0%	\$116.65
Case 2 Even April 22	6.9%	6.9%	\$115.65
Case 3 COS Jan 22	7.0%	4.0%	\$115.45
Case 4 Even Jan 22	6.0%	6.0%	\$114.45
Existing Residential Rate			\$107.99
Neighboring Utility Proposed Jan 22			\$119.37

# Residential Rates Case 1

			<u>Existing</u>	<u>Proposed 2022</u>
Customer Charge		(\$)	\$10.53	\$10.55
Energy Charge	First 1,000 kWh	(\$/kWh)	\$0.05148	\$0.07000
Energy Charge	Additional kWh	(\$/kWh)	\$0.07880	\$0.09000
PCA	First 1,000 kWh	(\$/kWh)	\$0.03578	\$0.03610
PCA	Additional kWh	(\$/kWh)	\$0.03900	\$0.04610
Capacity Charge	All kWh	(\$/kWh)	\$0.01020	-
Minimum Bill			\$31.40	\$35.00
Total for 1,000 kWh			\$107.99	\$116.65
Neighboring Utility 1,000 kWh			\$106.47	\$119.37

# Commercial Rates Case 1

		<u>Existing</u>	<u>Proposed 2022</u>
Customer Charge	(\$)	\$16.66	\$17.00
Energy Charge	All kWh (\$/kWh)	\$0.07040	\$0.08400
Power Cost Adjustment	(\$/kWh)	\$0.03578	\$0.03820
Capacity Charge	(\$/kWh)	\$0.01020	-
Minimum Bill - Single Phase		\$50.00	\$50.00
Minimum Bill - Poly Phase		\$50.00	\$100.00
Total for 1,500 kWh		\$191.23	\$200.30
Neighboring Utility 1,500 kWh		\$160.60	\$184.49

# Commercial Demand Rates Case 1

		<u>Existing</u>	<u>Proposed 2022</u>
Customer Charge	(\$)	\$120.00	\$130.00
Demand Charge	(\$/kW)	\$14.48	\$12.00
Energy Charge	All kWh (\$/kWh)	\$0.03550	\$0.04950
Power Cost Adjustment	(\$/kWh)	\$0.02890	\$0.03820
Capacity Charge	(\$/kWh)	\$0.01020	-
Total for 30 kW and 6,000 kWh		\$1,002.00	\$1,016.20
Neighboring Utility 30 kW 6,000 kWh		\$717.49	\$791.98

# Residential Rates Case 1

Usage (kWh)	Existing		Proposed		Difference	
	Amount (\$)	Unit Cost (Cents/kWh)	Amount (\$)	Unit Cost (Cents/kWh)	Amount (\$)	Unit Cost (Cents/kWh)
<b>500</b>	59.26	11.852	<b>63.60</b>	12.720	4.34	0.868
<b>600</b>	69.01	11.501	<b>74.21</b>	12.368	5.20	0.867
<b>700</b>	78.75	11.250	<b>84.82</b>	12.117	6.07	0.867
<b>800</b>	88.50	11.062	<b>95.43</b>	11.929	6.93	0.867
<b>900</b>	98.24	10.916	<b>106.04</b>	11.782	7.80	0.866
<b>1,000</b>	107.99	10.799	<b>116.65</b>	11.665	8.66	0.866
<b>1,100</b>	120.79	10.981	<b>130.26</b>	11.842	9.47	0.861
<b>1,200</b>	133.59	11.133	<b>143.87</b>	11.989	10.28	0.857
<b>1,300</b>	146.39	11.261	<b>157.48</b>	12.114	11.09	0.853
<b>1,400</b>	159.19	11.371	<b>171.09</b>	12.221	11.90	0.850
<b>1,500</b>	171.99	11.466	<b>184.70</b>	12.313	12.71	0.847
<b>2,000</b>	235.99	11.800	<b>252.75</b>	12.638	16.76	0.838
<b>2,500</b>	299.99	12.000	<b>320.80</b>	12.832	20.81	0.832
<b>3,000</b>	363.99	12.133	<b>388.85</b>	12.962	24.86	0.829
<b>4,000</b>	491.99	12.300	<b>524.95</b>	13.124	32.96	0.824
<b>5,000</b>	619.99	12.400	<b>661.05</b>	13.221	41.06	0.821

# Commercial Rates Case 1

Usage (kWh)	Existing		Proposed		Difference	
	Amount (\$)	Unit Cost (Cents/kWh)	Amount (\$)	Unit Cost (Cents/kWh)	Amount (\$)	Unit Cost (Cents/kWh)
<b>1,000</b>	133.04	13.304	<b>139.20</b>	13.920	6.16	0.616
<b>1,250</b>	162.14	12.971	<b>169.75</b>	13.580	7.62	0.609
<b>1,500</b>	191.23	12.749	<b>200.30</b>	13.353	9.07	0.605
<b>1,750</b>	220.33	12.590	<b>230.85</b>	13.191	10.53	0.601
<b>1,900</b>	237.78	12.515	<b>249.18</b>	13.115	11.40	0.600
<b>2,000</b>	249.42	12.471	<b>261.40</b>	13.070	11.98	0.599
<b>3,000</b>	365.80	12.193	<b>383.60</b>	12.787	17.80	0.593
<b>4,000</b>	482.18	12.055	<b>505.80</b>	12.645	23.62	0.590
<b>5,000</b>	598.56	11.971	<b>628.00</b>	12.560	29.44	0.589
<b>6,000</b>	714.94	11.916	<b>750.20</b>	12.503	35.26	0.588
<b>7,000</b>	831.32	11.876	<b>872.40</b>	12.463	41.08	0.587
<b>8,000</b>	947.70	11.846	<b>994.60</b>	12.433	46.90	0.586
<b>9,000</b>	1,064.08	11.823	<b>1,116.80</b>	12.409	52.72	0.586
<b>10,000</b>	1,180.46	11.805	<b>1,239.00</b>	12.390	58.54	0.585

# Commercial Demand Rates Case 1

Demand (kW)	Hours	Usage (kWh)	Existing		Proposed		Difference	
			Amount (\$)	Unit Cost (Cents/kWh)	Amount (\$)	Unit Cost (Cents/kWh)	Amount (\$)	Unit Cost (Cents/kWh)
30	200	6,000	1,002.00	16.700	1,016.20	16.937	14.20	0.237
	300	9,000	1,225.80	13.620	1,279.30	14.214	53.50	0.594
	400	12,000	1,449.60	12.080	1,542.40	12.853	92.80	0.773
150	200	30,000	4,530.00	15.100	4,561.00	15.203	31.00	0.103
	300	45,000	5,649.00	12.553	5,876.50	13.059	227.50	0.506
	400	60,000	6,768.00	11.280	7,192.00	11.987	424.00	0.707
500	200	100,000	14,820.00	14.820	14,900.00	14.900	80.00	0.080
	300	150,000	18,550.00	12.367	19,285.00	12.857	735.00	0.490
	400	200,000	22,280.00	11.140	23,670.00	11.835	1,390.00	0.695

# Residential Rates Case 2

			<u>Existing</u>	<u>Proposed 2022</u>
Customer Charge		(\$)	\$10.53	\$10.55
Energy Charge	First 1,000 kWh	(\$/kWh)	\$0.05148	\$0.06900
Energy Charge	Additional kWh	(\$/kWh)	\$0.07880	\$0.08900
PCA	First 1,000 kWh	(\$/kWh)	\$0.03578	\$0.03610
PCA	Additional kWh	(\$/kWh)	\$0.03900	\$0.04610
Capacity Charge	All kWh	(\$/kWh)	\$0.01020	-
Minimum Bill			\$31.40	\$35.00
Total for 1,000 kWh			\$107.99	\$115.65
Neighboring Utility 1,000 kWh			\$106.47	\$119.37



# Commercial Rates Case 2

		<u>Existing</u>	<u>Proposed 2022</u>
Customer Charge	(\$)	\$16.66	\$17.00
Energy Charge	All kWh (\$/kWh)	\$0.07040	\$0.08700
Power Cost Adjustment	(\$/kWh)	\$0.03578	\$0.03820
Capacity Charge	(\$/kWh)	\$0.01020	-
Minimum Bill - Single Phase		\$50.00	\$50.00
Minimum Bill - Poly Phase		\$50.00	\$100.00
Total for 1,500 kWh		\$191.23	\$204.80
Neighboring Utility 1,500 kWh		\$160.60	\$184.49

# Commercial Demand Rates Case 2

		<u>Existing</u>	<u>Proposed 2022</u>
Customer Charge	(\$)	\$120.00	\$130.00
Demand Charge	(\$/kW)	\$14.48	\$12.00
Energy Charge	All kWh (\$/kWh)	\$0.03550	\$0.05200
Power Cost Adjustment	(\$/kWh)	\$0.02890	\$0.03820
Capacity Charge	(\$/kWh)	\$0.01020	-
Total for 30 kW and 6,000 kWh		\$1,002.00	\$1,031.20
Neighboring Utility 30 kW 6,000 kWh		\$717.49	\$791.98

# Residential Rates Case 2

Usage (kWh)	Existing		Proposed		Difference	
	Amount (\$)	Unit Cost (Cents/kWh)	Amount (\$)	Unit Cost (Cents/kWh)	Amount (\$)	Unit Cost (Cents/kWh)
<b>500</b>	59.26	11.852	<b>63.10</b>	12.620	3.84	0.768
<b>600</b>	69.01	11.501	<b>73.61</b>	12.268	4.60	0.767
<b>700</b>	78.75	11.250	<b>84.12</b>	12.017	5.37	0.767
<b>800</b>	88.50	11.062	<b>94.63</b>	11.829	6.13	0.766
<b>900</b>	98.24	10.916	<b>105.14</b>	11.682	6.90	0.766
<b>1,000</b>	107.99	10.799	<b>115.65</b>	11.565	7.66	0.766
<b>1,100</b>	120.79	10.981	<b>129.16</b>	11.742	8.37	0.761
<b>1,200</b>	133.59	11.133	<b>142.67</b>	11.889	9.08	0.757
<b>1,300</b>	146.39	11.261	<b>156.18</b>	12.014	9.79	0.753
<b>1,400</b>	159.19	11.371	<b>169.69</b>	12.121	10.50	0.750
<b>1,500</b>	171.99	11.466	<b>183.20</b>	12.213	11.21	0.747
<b>2,000</b>	235.99	11.800	<b>250.75</b>	12.538	14.76	0.738
<b>2,500</b>	299.99	12.000	<b>318.30</b>	12.732	18.31	0.732
<b>3,000</b>	363.99	12.133	<b>385.85</b>	12.862	21.86	0.729
<b>4,000</b>	491.99	12.300	<b>520.95</b>	13.024	28.96	0.724
<b>5,000</b>	619.99	12.400	<b>656.05</b>	13.121	36.06	0.721

# Commercial Rates Case 2

Usage (kWh)	Existing		Proposed		Difference	
	Amount (\$)	Unit Cost (Cents/kWh)	Amount (\$)	Unit Cost (Cents/kWh)	Amount (\$)	Unit Cost (Cents/kWh)
<b>1,000</b>	133.04	13.304	<b>142.20</b>	14.220	9.16	0.916
<b>1,250</b>	162.14	12.971	<b>173.50</b>	13.880	11.37	0.909
<b>1,500</b>	191.23	12.749	<b>204.80</b>	13.653	13.57	0.905
<b>1,750</b>	220.33	12.590	<b>236.10</b>	13.491	15.78	0.901
<b>1,900</b>	237.78	12.515	<b>254.88</b>	13.415	17.10	0.900
<b>2,000</b>	249.42	12.471	<b>267.40</b>	13.370	17.98	0.899
<b>3,000</b>	365.80	12.193	<b>392.60</b>	13.087	26.80	0.893
<b>4,000</b>	482.18	12.055	<b>517.80</b>	12.945	35.62	0.890
<b>5,000</b>	598.56	11.971	<b>643.00</b>	12.860	44.44	0.889
<b>6,000</b>	714.94	11.916	<b>768.20</b>	12.803	53.26	0.888
<b>7,000</b>	831.32	11.876	<b>893.40</b>	12.763	62.08	0.887
<b>8,000</b>	947.70	11.846	<b>1,018.60</b>	12.733	70.90	0.886
<b>9,000</b>	1,064.08	11.823	<b>1,143.80</b>	12.709	79.72	0.886
<b>10,000</b>	1,180.46	11.805	<b>1,269.00</b>	12.690	88.54	0.885

# Commercial Demand Rates Case 2

Demand (kW)	Hours	Usage (kWh)	Existing		Proposed		Difference	
			Amount (\$)	Unit Cost (Cents/kWh)	Amount (\$)	Unit Cost (Cents/kWh)	Amount (\$)	Unit Cost (Cents/kWh)
<b>30</b>	<b>200</b>	<b>6,000</b>	1,002.00	16.700	<b>1,031.20</b>	17.187	29.20	0.487
	<b>300</b>	<b>9,000</b>	1,225.80	13.620	<b>1,301.80</b>	14.464	76.00	0.844
	<b>400</b>	<b>12,000</b>	1,449.60	12.080	<b>1,572.40</b>	13.103	122.80	1.023
<b>150</b>	<b>200</b>	<b>30,000</b>	4,530.00	15.100	<b>4,636.00</b>	15.453	106.00	0.353
	<b>300</b>	<b>45,000</b>	5,649.00	12.553	<b>5,989.00</b>	13.309	340.00	0.756
	<b>400</b>	<b>60,000</b>	6,768.00	11.280	<b>7,342.00</b>	12.237	574.00	0.957
<b>500</b>	<b>200</b>	<b>100,000</b>	14,820.00	14.820	<b>15,150.00</b>	15.150	330.00	0.330
	<b>300</b>	<b>150,000</b>	18,550.00	12.367	<b>19,660.00</b>	13.107	1,110.00	0.740
	<b>400</b>	<b>200,000</b>	22,280.00	11.140	<b>24,170.00</b>	12.085	1,890.00	0.945

# Residential Rates Case 3

			<u>Existing</u>	<u>Proposed 2022</u>
Customer Charge		(\$)	\$10.53	\$10.55
Energy Charge	First 1,000 kWh	(\$/kWh)	\$0.05148	\$0.07000
Energy Charge	Additional kWh	(\$/kWh)	\$0.07880	\$0.09000
PCA	First 1,000 kWh	(\$/kWh)	\$0.03578	\$0.03490
PCA	Additional kWh	(\$/kWh)	\$0.03900	\$0.04490
Capacity Charge	All kWh	(\$/kWh)	\$0.01020	-
Minimum Bill			\$31.40	\$35.00
Total for 1,000 kWh			\$107.99	\$115.45
Neighboring Utility 1,000 kWh			\$106.47	\$119.37

# Commercial Rates Case 3

		<u>Existing</u>	<u>Proposed 2022</u>
Customer Charge	(\$)	\$16.66	\$17.00
Energy Charge	All kWh (\$/kWh)	\$0.07040	\$0.08400
Power Cost Adjustment	(\$/kWh)	\$0.03578	\$0.03700
Capacity Charge	(\$/kWh)	\$0.01020	-
Minimum Bill - Single Phase		\$50.00	\$50.00
Minimum Bill - Poly Phase		\$50.00	\$100.00
Total for 1,500 kWh		\$191.23	\$198.50
Neighboring Utility 1,500 kWh		\$160.60	\$184.49

# Commercial Demand Rates Case 3

		<u>Existing</u>	<u>Proposed 2022</u>
Customer Charge	(\$)	\$120.00	\$130.00
Demand Charge	(\$/kW)	\$14.48	\$12.00
Energy Charge	All kWh (\$/kWh)	\$0.03550	\$0.04950
Power Cost Adjustment	(\$/kWh)	\$0.02890	\$0.03700
Capacity Charge	(\$/kWh)	\$0.01020	-
Total for 30 kW and 6,000 kWh		\$1,002.00	\$1,009.00
Neighboring Utility 30 kW 6,000 kWh		\$717.49	\$791.98



# Residential Rates Case 3

Usage (kWh)	Existing		Proposed		Difference	
	Amount (\$)	Unit Cost (Cents/kWh)	Amount (\$)	Unit Cost (Cents/kWh)	Amount (\$)	Unit Cost (Cents/kWh)
<b>500</b>	59.26	11.852	<b>63.00</b>	12.600	3.74	0.748
<b>600</b>	69.01	11.501	<b>73.49</b>	12.248	4.48	0.747
<b>700</b>	78.75	11.250	<b>83.98</b>	11.997	5.23	0.747
<b>800</b>	88.50	11.062	<b>94.47</b>	11.809	5.97	0.746
<b>900</b>	98.24	10.916	<b>104.96</b>	11.662	6.72	0.746
<b>1,000</b>	107.99	10.799	<b>115.45</b>	11.545	7.46	0.746
<b>1,100</b>	120.79	10.981	<b>128.94</b>	11.722	8.15	0.741
<b>1,200</b>	133.59	11.133	<b>142.43</b>	11.869	8.84	0.737
<b>1,300</b>	146.39	11.261	<b>155.92</b>	11.994	9.53	0.733
<b>1,400</b>	159.19	11.371	<b>169.41</b>	12.101	10.22	0.730
<b>1,500</b>	171.99	11.466	<b>182.90</b>	12.193	10.91	0.727
<b>2,000</b>	235.99	11.800	<b>250.35</b>	12.518	14.36	0.718
<b>2,500</b>	299.99	12.000	<b>317.80</b>	12.712	17.81	0.712
<b>3,000</b>	363.99	12.133	<b>385.25</b>	12.842	21.26	0.709
<b>4,000</b>	491.99	12.300	<b>520.15</b>	13.004	28.16	0.704
<b>5,000</b>	619.99	12.400	<b>655.05</b>	13.101	35.06	0.701

# Commercial Rates Case 3

Usage (kWh)	Existing		Proposed		Difference	
	Amount (\$)	Unit Cost (Cents/kWh)	Amount (\$)	Unit Cost (Cents/kWh)	Amount (\$)	Unit Cost (Cents/kWh)
<b>1,000</b>	133.04	13.304	<b>138.00</b>	13.800	4.96	0.496
<b>1,250</b>	162.14	12.971	<b>168.25</b>	13.460	6.12	0.489
<b>1,500</b>	191.23	12.749	<b>198.50</b>	13.233	7.27	0.485
<b>1,750</b>	220.33	12.590	<b>228.75</b>	13.071	8.43	0.481
<b>1,900</b>	237.78	12.515	<b>246.90</b>	12.995	9.12	0.480
<b>2,000</b>	249.42	12.471	<b>259.00</b>	12.950	9.58	0.479
<b>3,000</b>	365.80	12.193	<b>380.00</b>	12.667	14.20	0.473
<b>4,000</b>	482.18	12.055	<b>501.00</b>	12.525	18.82	0.470
<b>5,000</b>	598.56	11.971	<b>622.00</b>	12.440	23.44	0.469
<b>6,000</b>	714.94	11.916	<b>743.00</b>	12.383	28.06	0.468
<b>7,000</b>	831.32	11.876	<b>864.00</b>	12.343	32.68	0.467
<b>8,000</b>	947.70	11.846	<b>985.00</b>	12.313	37.30	0.466
<b>9,000</b>	1,064.08	11.823	<b>1,106.00</b>	12.289	41.92	0.466
<b>10,000</b>	1,180.46	11.805	<b>1,227.00</b>	12.270	46.54	0.465

# Commercial Demand Rates Case 3

Demand (kW)	Hours	Usage (kWh)	Existing		Proposed		Difference	
			Amount (\$)	Unit Cost (Cents/kWh)	Amount (\$)	Unit Cost (Cents/kWh)	Amount (\$)	Unit Cost (Cents/kWh)
30	200	6,000	1,002.00	16.700	1,009.00	16.817	7.00	0.117
	300	9,000	1,225.80	13.620	1,268.50	14.094	42.70	0.474
	400	12,000	1,449.60	12.080	1,528.00	12.733	78.40	0.653
150	200	30,000	4,530.00	15.100	4,525.00	15.083	(5.00)	(0.017)
	300	45,000	5,649.00	12.553	5,822.50	12.939	173.50	0.386
	400	60,000	6,768.00	11.280	7,120.00	11.867	352.00	0.587
500	200	100,000	14,820.00	14.820	14,780.00	14.780	(40.00)	(0.040)
	300	150,000	18,550.00	12.367	19,105.00	12.737	555.00	0.370
	400	200,000	22,280.00	11.140	23,430.00	11.715	1,150.00	0.575

# Residential Rates Case 4

			<u>Existing</u>	<u>Proposed 2022</u>
Customer Charge		(\$)	\$10.53	\$10.55
Energy Charge	First 1,000 kWh	(\$/kWh)	\$0.05148	\$0.06900
Energy Charge	Additional kWh	(\$/kWh)	\$0.07880	\$0.08900
PCA	First 1,000 kWh	(\$/kWh)	\$0.03578	\$0.03490
PCA	Additional kWh	(\$/kWh)	\$0.03900	\$0.04490
Capacity Charge	All kWh	(\$/kWh)	\$0.01020	-
Minimum Bill			\$31.40	\$35.00
Total for 1,000 kWh			\$107.99	\$114.45
Neighboring Utility 1,000 kWh			\$106.47	\$119.37

# Commercial Rates Case 4

		<u>Existing</u>	<u>Proposed 2022</u>
Customer Charge	(\$)	\$16.66	\$17.00
Energy Charge	All kWh (\$/kWh)	\$0.07040	\$0.08700
Power Cost Adjustment	(\$/kWh)	\$0.03578	\$0.03700
Capacity Charge	(\$/kWh)	\$0.01020	-
Minimum Bill - Single Phase		\$50.00	\$50.00
Minimum Bill - Poly Phase		\$50.00	\$100.00
Total for 1,500 kWh		\$191.23	\$203.00
Neighboring Utility 1,500 kWh		\$160.60	\$184.49

# Commercial Demand Rates Case 4

		<u>Existing</u>	<u>Proposed 2022</u>
Customer Charge	(\$)	\$120.00	\$130.00
Demand Charge	(\$/kW)	\$14.48	\$12.00
Energy Charge	All kWh (\$/kWh)	\$0.03550	\$0.05200
Power Cost Adjustment	(\$/kWh)	\$0.02890	\$0.03700
Capacity Charge	(\$/kWh)	\$0.01020	-
Total for 30 kW and 6,000 kWh		\$1,002.00	\$1,024.00
Neighboring Utility 30 kW 6,000 kWh		\$717.49	\$791.98

# Residential Rates Case 4

Usage (kWh)	Existing		Proposed		Difference	
	Amount (\$)	Unit Cost (Cents/kWh)	Amount (\$)	Unit Cost (Cents/kWh)	Amount (\$)	Unit Cost (Cents/kWh)
<b>500</b>	59.26	11.852	<b>62.50</b>	12.500	3.24	0.648
<b>600</b>	69.01	11.501	<b>72.89</b>	12.148	3.88	0.647
<b>700</b>	78.75	11.250	<b>83.28</b>	11.897	4.53	0.647
<b>800</b>	88.50	11.062	<b>93.67</b>	11.709	5.17	0.647
<b>900</b>	98.24	10.916	<b>104.06</b>	11.562	5.82	0.646
<b>1,000</b>	107.99	10.799	<b>114.45</b>	11.445	6.46	0.646
<b>1,100</b>	120.79	10.981	<b>127.84</b>	11.622	7.05	0.641
<b>1,200</b>	133.59	11.133	<b>141.23</b>	11.769	7.64	0.637
<b>1,300</b>	146.39	11.261	<b>154.62</b>	11.894	8.23	0.633
<b>1,400</b>	159.19	11.371	<b>168.01</b>	12.001	8.82	0.630
<b>1,500</b>	171.99	11.466	<b>181.40</b>	12.093	9.41	0.627
<b>2,000</b>	235.99	11.800	<b>248.35</b>	12.418	12.36	0.618
<b>2,500</b>	299.99	12.000	<b>315.30</b>	12.612	15.31	0.612
<b>3,000</b>	363.99	12.133	<b>382.25</b>	12.742	18.26	0.609
<b>4,000</b>	491.99	12.300	<b>516.15</b>	12.904	24.16	0.604
<b>5,000</b>	619.99	12.400	<b>650.05</b>	13.001	30.06	0.601

# Commercial Rates Case 4

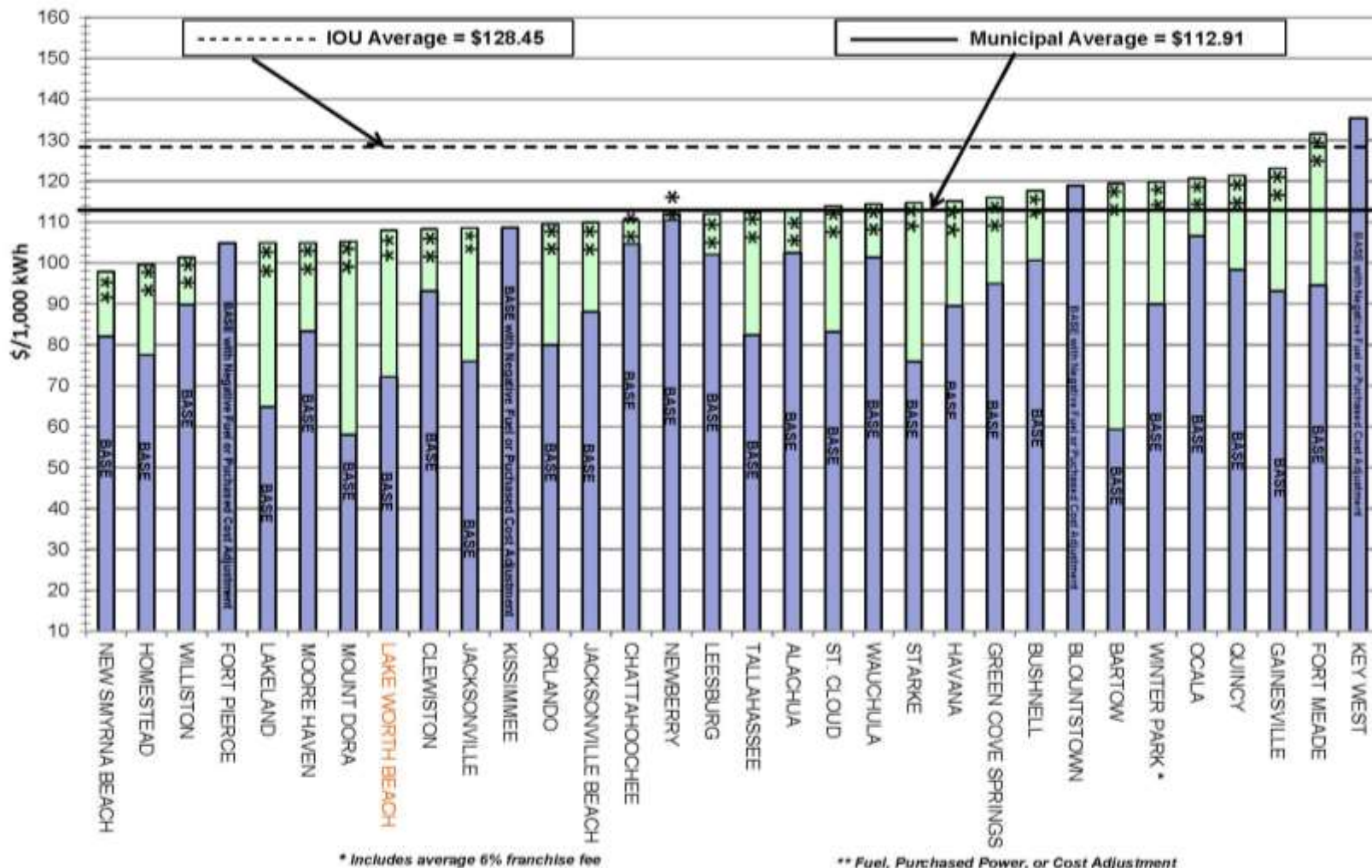
Usage (kWh)	Existing		Proposed		Difference	
	Amount (\$)	Unit Cost (Cents/kWh)	Amount (\$)	Unit Cost (Cents/kWh)	Amount (\$)	Unit Cost (Cents/kWh)
<b>1,000</b>	133.04	13.304	<b>141.00</b>	14.100	7.96	0.796
<b>1,250</b>	162.14	12.971	<b>172.00</b>	13.760	9.87	0.789
<b>1,500</b>	191.23	12.749	<b>203.00</b>	13.533	11.77	0.785
<b>1,750</b>	220.33	12.590	<b>234.00</b>	13.371	13.68	0.781
<b>1,900</b>	237.78	12.515	<b>252.60</b>	13.295	14.82	0.780
<b>2,000</b>	249.42	12.471	<b>265.00</b>	13.250	15.58	0.779
<b>3,000</b>	365.80	12.193	<b>389.00</b>	12.967	23.20	0.773
<b>4,000</b>	482.18	12.055	<b>513.00</b>	12.825	30.82	0.770
<b>5,000</b>	598.56	11.971	<b>637.00</b>	12.740	38.44	0.769
<b>6,000</b>	714.94	11.916	<b>761.00</b>	12.683	46.06	0.768
<b>7,000</b>	831.32	11.876	<b>885.00</b>	12.643	53.68	0.767
<b>8,000</b>	947.70	11.846	<b>1,009.00</b>	12.613	61.30	0.766
<b>9,000</b>	1,064.08	11.823	<b>1,133.00</b>	12.589	68.92	0.766
<b>10,000</b>	1,180.46	11.805	<b>1,257.00</b>	12.570	76.54	0.765



# Commercial Demand Rates Case 4

Demand (kW)	Hours	Usage (kWh)	Existing		Proposed		Difference	
			Amount (\$)	Unit Cost (Cents/kWh)	Amount (\$)	Unit Cost (Cents/kWh)	Amount (\$)	Unit Cost (Cents/kWh)
30	200	6,000	1,002.00	16.700	1,024.00	17.067	22.00	0.367
	300	9,000	1,225.80	13.620	1,291.00	14.344	65.20	0.724
	400	12,000	1,449.60	12.080	1,558.00	12.983	108.40	0.903
150	200	30,000	4,530.00	15.100	4,600.00	15.333	70.00	0.233
	300	45,000	5,649.00	12.553	5,935.00	13.189	286.00	0.636
	400	60,000	6,768.00	11.280	7,270.00	12.117	502.00	0.837
500	200	100,000	14,820.00	14.820	15,030.00	15.030	210.00	0.210
	300	150,000	18,550.00	12.367	19,480.00	12.987	930.00	0.620
	400	200,000	22,280.00	11.140	23,930.00	11.965	1,650.00	0.825

# Comparison of Residential Bills 1,000 kWh – September 2021



Compiled by: Florida Municipal Electric Association - [flpublicpower.com](http://flpublicpower.com)

# Recommendations

- ▶ Revise Rates to Reflect Current Costs
- ▶ Move Rates More Toward Cost of Service
- ▶ Increase Minimum Bills to Help Cover Fixed Costs
- ▶ Revise Purchased Cost Adjustment (PCA)
- ▶ Establish Rate Stabilization Fund
- ▶ Consider Economic Development Rider

# Questions / Comments

## POINTS OF CONTACT

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# Electric Cost of Service Study

City of Lake Worth Beach, Florida



November 2021



This report has been prepared for the use of the client for the specific purposes identified in the report. The conclusions, observations and recommendations contained herein attributed to Leidos constitute the opinions of Leidos. To the extent that statements, information and opinions provided by the client or others have been used in the preparation of this report, Leidos has relied upon the same to be accurate, and for which no assurances are intended and no representations or warranties are made. Leidos makes no certification and gives no assurances except as explicitly set forth in this report.

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November 17, 2021

The Honorable Mayor and City Commission  
City of Lake Worth Beach  
City Hall, 1900 2<sup>nd</sup> Avenue North  
Lake Worth Beach, Florida 33461

Subject: **Electric Cost of Service Study**

Honorable Mayor and Commissioners:

In keeping with the provisions of the professional services agreement between the City of Lake Worth Beach, Florida (the City) and Leidos Engineering, LLC, (the Consultant) and the direction provided by the City management and staff, the Electric Cost of Service Study (the Report) has been completed. The Report addresses the projected financial operations of the City's electric system (Electric System) for the fiscal years ending September 30, 2020 through 2024. We have summarized our assumptions and the results of our analyses and conclusions in this Report, which we hereby submit for your consideration. This Report summarizes the basis for the proposed rates for electric service that are necessary to meet the projected revenue requirements in the near future and which rates should recover such projected requirements from the customer classes generally in accordance with the direction provided by the City, the guidelines of the Florida Public Service Commission (the PSC) and the results of the allocated cost of service analyses.

In preparing the Electric Cost of Service Study, the Consultant relied upon historical and projected data for the development of operating revenues, operating expenses and capital requirements. Historical data were obtained from various monthly reports, the City's Comprehensive Annual Financial Reports, actual customer billing records, and analyses and discussions with members of the City management and staff. Projected data were, in part, derived from the Electric System's current forecast of demand and energy requirements, the Electric System Operating Budget for Fiscal Year 2020 (the Budget), and detailed information and data compiled and provided by members of the City management and staff.

The projected costs and revenues used in this Report are for the fiscal years ending September 30, 2020 through 2024, and have been developed using the City's Budget as a basis for the projected costs. Such costs and revenues, as initially reflected in the Budget, were adjusted for known or anticipated changes, including recent increases in natural gas costs.

**Leidos Engineering, LLC**

1000 Legion Place, Suite 1100 | Orlando, FL 32801 | tel: 407.422.4911 | fax: 407.648.8382 | [leidos.com/engineering](http://leidos.com/engineering)

## SUMMARY OF FINDINGS

### ADEQUACY OF EXISTING RATES

The various adjustments, assumptions and considerations are discussed in Section 2 regarding the projected number of customers, sales, and in Section 3 regarding the projected revenues and expenditures. In the fiscal years ending September 30, 2020 through 2024, the revenue requirements proposed herein include Operation and Maintenance expenses, a transfer to the City's General Fund, capital improvement expenditures, the payment of principal and interest on outstanding indebtedness, and an allowance for contingencies and reserves. Based on the foregoing, the Electric System revenue requirements for fiscal years ending September 30, 2020 through 2024 and the projected revenues, assuming the existing rates, are summarized on the following table:

Description	Projected				
	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
Net Revenue Requirements	\$58,158,995	\$58,300,746	\$64,422,550	\$62,237,218	\$61,950,862
Total Existing Rate Revenue	58,558,995	58,931,674	59,307,414	59,686,250	60,068,214
Surplus/(Deficiency)	\$400,000	\$630,927	(\$5,115,136)	(\$2,550,968)	(\$1,882,649)
Percent of Base and Fuel Revenue	0.8%	1.2%	-10.0%	-5.0%	-3.6%

As shown above, the existing rates produce revenues that are slightly greater than the projected revenue requirements in the fiscal years ending September 30, 2020 and 2021 and under recover the projected revenue requirements in the fiscal years ending September 30, 2022 through 2024.

Based on the analyses in this Report, the proposed rates represent a realignment of costs allocated among the residential and commercial classes. It is projected that the proposed rates will help to meet the projected revenue requirements for the fiscal year ending September 30, 2022. For certain analyses, the “Test Year” has been identified as the fiscal year ending September 30, 2020.

### COST OF SERVICE RESULTS

The Test Year revenue requirements were allocated to the customer classes based on a cost of service model that functionalizes costs among production, transmission, distribution and customer costs, and classifies costs according to demand related or energy related costs. Production (purchased power) demand related costs were allocated based on the contribution of each class to the average 12 month coincident peak demands and distribution demand related costs were allocated based on the contribution of each class to the annual system peak demand. Section 4 shows the development of allocation factors and Section 5 shows the results of the cost of service analysis.

The results of the cost of service analysis and target adjustments for the fiscal year ending September 30, 2022 are summarized as follows:



Customer Class	Fiscal Year 2022		
	Total Existing Revenue	Target Adjustments	
	(\$000)	(\$000)	(%) [1]
Residential	\$36,200	\$2,896	8.0%
Commercial	16,151	\$808	5.0%
Commercial Demand	6,162	\$308	5.0%
Lighting	700	\$35	5.0%
<b>Total System</b>	<b>\$59,213</b>	<b>\$4,047</b>	<b>6.8%</b>

[1] Percent of existing base rates and PCA revenues.

#### RATE DESIGN

The proposed electric rates shown in Section 6 reflect, to the extent permitted, (i) the lowest possible price consistent with the projected revenue requirements, (ii) the discouragement of wasteful, unnecessary use of service, (iii) the policies of the City, and (iv) the cost of service methodologies recommended by the Florida Public Service Commission (the PSC).

The principal effects of adopting the rates proposed herein would be:

- Rate structures and levels, in general, will be based, in part, on allocated cost of service techniques.
- Fuel and purchased power costs will continue to be shown in a separate charge, the Purchased Power Cost Adjustment (PCA).
- The proposed rates will help to meet the projected revenue requirements for the fiscal year ending September 30, 2022.

#### RATE COMPARISONS

To assist the City in its evaluation and consideration of proposed rate adjustments, included in Table No. 7-1 are comparisons of typical monthly bills for the major rate classifications at various levels of usage. Typical bills calculated under the proposed rates have been compared with bills calculated under the existing rates. In addition, typical monthly bills calculated under the Electric System’s existing and proposed rates have been compared with those calculated under the rates of other Florida investor-owned and municipal electric utilities in Table No. 7-2 for the billing month of January 2021.

When reviewing the comparisons of typical bills, it must be recognized that a substantial portion of the electric bill is comprised of fuel and purchased energy costs. For electric utilities other than the Electric System, the bill comparisons shown reflect fuel costs that were estimated in early 2021 and may not reflect actual current market prices for gas, oil and purchased energy.

As shown on Table No. 7-1, typical residential customers' bills under the proposed rates are approximately 8 percent higher than the existing rates, and typical commercial customers' bills can be expected to increase by approximately 5 percent on average.

## CONCLUSIONS

Based upon the results of our studies and analyses as summarized in this Report, which should be read in its entirety in conjunction with the following, and upon the numerous underlying assumptions and considerations relied upon in making such analyses and incorporated by reference herein, and the data and information provided by the City's management and staff and others, we are of the opinion that:

- (i) The existing rates produce revenues that are approximately equal to the projected revenue requirements in the fiscal years ending September 30, 2020 through 2021 and under recover the projected revenue requirements in the fiscal years ending September 30, 2022 through 2024;
- (ii) The proposed rates reflect a realignment of costs among the residential and commercial rate classes, and are projected to help meet the revenue requirements for the fiscal year ending September 30, 2022.
- (iii) The City should consider adopting the proposed rates shown in Section 6.
- (iv) The City should consider establishing a Rate Stabilization Fund to mitigate fluctuations in purchased power costs.
- (v) The City's existing and proposed rates are comparable to other Florida electric utilities;
- (vi) The City may want to investigate additional rate offerings such as an Economic Development Rider, Residential Time of Use Rate, Solar Subscription Rate, or Electric Vehicle Rate;
- (vii) The City should continue to monitor the cost of purchased power and current market conditions and should make adjustments, if necessary, to its power cost recovery factor to reflect such costs and conditions and to minimize the potential to under recover or over recover its fuel costs; and
- (viii) The City should consider submitting this Report, together with other appropriate filing requirements, to the PSC.

We are prepared to present our analyses and proposed rates to the City Commission and to assist the City with public meetings, with PSC filing requirements, and with presentations in connection with the adoption and implementation of the proposed rates.

The Honorable Mayor and City Commission  
City of Lake Worth Beach  
November 17, 2021  
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We want to take this opportunity to express our appreciation for the spirited cooperation and valuable assistance given us throughout the course of this study by each member of the City management and staff.

Respectfully submitted,

***LEIDOS ENGINEERING, LLC***

# Electric Cost of Service Study

## City of Lake Worth Beach, Florida

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# Section 1

## INTRODUCTION, PURPOSE, AND SCOPE

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### Introduction

The City of Lake Worth Beach (City), located in south Florida, operates a municipal utility system serving 473,590 MWh in 2019 with a system peak load of 97.2 MW. Lake Worth Beach currently meets its load requirements using a variety of resources, including self-owned and self-operated on-site generation assets and off-site resources as a member of Florida Municipal Power Agency (FMPA). As a participant in FMPA Projects, the City benefits from the associated capacity and energy (Generation Entitlements) to meet its customers' load requirements.

Leidos Engineering, LLC, (the Consultant or the firm) conducted this study, which relied upon historical and projected data for the development of operating revenues, operating expenses, and capital requirements. Historical data was obtained from various monthly reports, annual financial reports, actual billing records, analyses, and discussions with members of the management and staff of the City. Projected data was, in part, derived from historical data adjusted for current economic conditions, the Operating Budget for Fiscal Year ending September 30, 2020 and the Capital Improvement Plan for Fiscal Years 2020 through 2024, the City's demand and energy forecasts (including the effects of conservation), the various contracts, and the direction and instructions provided by the City, and other appropriate sources.

### Purpose

The primary purposes of the Electric Rate Study are:

1. To determine the estimated annual revenue requirements for the Fiscal Year ending September 30, 2020, as adjusted for known changes (the Test Year); and Fiscal Years ending September 30, 2021 through 2024 (Study Period).
2. To test the adequacy of the existing rates on a system wide basis for the Fiscal Years 2020 through 2024;
3. To prepare a cost of service analysis to estimate the cost of providing electric service by customer class;
4. To adjust rate levels, if necessary, in order to recover the cost of providing service, and to reflect the policies established by the City; and
5. To continue to recover periodically the costs of purchased power.

### Scope

The overall scope of services of the Electric Rate Study provided for (i) the development of a revenue requirements study for the Test Year and Study Period; (ii) the development

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of proposed rate levels and rate structures that are designed to recover the revenue requirements for the Test Year and Study Period which reflect the City's policy and industry practices; and (iii) the development of comparisons of typical bills for electric service calculated using the existing and proposed rates and the rates charged by neighboring private and public electric utilities.

The Electric Rate Study consists of two parts or phases. The results are presented in this report. Working closely with management and staff, Phase I activities included, among other things, (i) obtaining and reviewing historical billing data, (ii) reconciling such data, (iii) identifying the proper sales forecast to use for purposes of projecting rate revenues and costs (iv) projecting billing determinants in order to calculate the effect on revenues based on revised rates, (v) preparing projections of revenues by major customer class, (vi) developing projected annual revenue requirements for the Test Year and Study Period, (vii) preparing a comparison of the City's existing rates and the rates of other utilities, and (viii) preparing a Phase I report.

Phase II includes (i) the making of revisions to the revenue requirements, (ii) the affirmation of City policies and direction, (iii) the allocation of costs, (iv) the design of proposed rates, and (v) the preparation of a final report.

## ENERGY REQUIREMENTS AND CUSTOMER STATISTICS

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### General

The development of an accurate forecast of future power and energy requirements, sales, customers, and customer usage characteristics, is essential in the evaluation of the adequacy of electric rates and rate structures. This section summarizes the various factors considered and utilized in the development of the City's near term future power and energy requirements.

The estimates of energy and demand requirements developed for inclusion in this study were based on historical sales, customers, and customer usage characteristics.

### Energy Requirements

#### Projection of Electricity Sales to Ultimate Customers

The projections of electric energy sales to ultimate customers are based on an analysis of historical information for the fiscal year ended September 30, 2019. Historical growth, usage patterns, and normalized weather were tested for reasonableness.

Based on information filed with the Energy Information Administration (EIA) and information provided by the City, the following tables show the historical number of residential and commercial customers and residential and commercial energy sales.

Historical Number of Customers			
Fiscal Year	Residential	Commercial	Total
2014	22,179	3,648	25,827
2015	22,830	3,728	26,558
2016	23,053	3,739	26,792
2017	23,357	3,748	27,105
2018	23,399	3,746	27,145
2019	23,528	3,748	27,276
2020	23,758	3,763	27,520



Historical Retail Energy Sales (MWh)			
Fiscal Year	Residential	Commercial	Total
2014	195,937	177,660	373,597
2015	225,813	204,532	430,345
2016	254,734	180,024	434,758
2017	244,928	183,819	428,747
2018	253,196	179,990	433,186
2019	260,305	179,662	439,967
2020	264,974	169,047	434,021

Based on information provided by the City, it was projected that the reported number of customers and kWh sales would increase by 0.5% annually for the projected fiscal year 2021, and Study Period.

## Projected Demand

The historical system peak demand for the fiscal year ending September 30, 2019 was 97.2 MW. For purposes of this Study, it was projected that the system peak demand the Test Year would be 96.8 MW.

## Projected Energy Sales

The monthly system historical and projected energy sales are set forth in Table No. 2-1, page 2. The following tabulation is an annual summary of the historical and projected energy sales by major customer class:

Retail Energy Sales (MWh)			
Fiscal Year	Residential	Commercial	Total
Historical 2019	260,305	179,662	439,967
Historical 2020	264,974	169,047	434,021
Projected 2021	268,937	165,635	434,572

As can be seen from the summary table, energy sales in fiscal years ended September 30, 2019 were 439,967 MWh and 434,021 MWh in Fiscal Year 2020. Sales in Fiscal Year 2021 and the Study Period are based on a projected annual growth rate of 0.5 percent.

## Projected Average Number of Customers

An integral part of the forecasting process is the average number of customers the City expects to serve by major customer class. The detailed historical and projected customers are set forth on Table No. 2-1, page 1. The following is a summary of the historical and projected average number of customers used as a basis for this study:

<b>Average Number of Customers</b>			
<b>Fiscal Year</b>	<b>Residential</b>	<b>Commercial</b>	<b>Total</b>
Historical 2019	23,528	3,748	27,276
Historical 2020	23,758	3,763	27,520
Projected 2021	24,070	3,842	27,911

## **Purchased Power**

The City purchases capacity and energy requirements from a variety of sources, including the FMPA.

## **Energy Losses**

The loss factors utilized in developing the projected energy requirements for the Test Year are 7.3 percent of annual energy requirements and 7.8 percent of energy sales. This factor is used to take into account transmission and distribution losses and unaccounted for energy and demand.

## **Summary of Projected Demand and Energy Requirements**

The following tabulation sets forth the projected annual peak demand at the generation level, energy requirements and the system load factor used in this study:

<b>Description</b>	<b>2020 Test Year</b>
Annual 60-Minute Peak Demand (MW)	96.8
Annual Energy Sales (MWh)	434,021
Losses and Unaccounted for Energy (MWh)	<u>33,854</u>
Annual Energy Requirements (MWh)	<u>467,875</u>
Annual System Load Factor (%)	<u>55.2</u> %

## **Customer Statistics**

Projected customer statistics by major rate classification are set forth on Table No. 2-1 and No. 2-2. Table No. 2-1 sets forth for fiscal years ending September 30, 2019, 2020 and 2021 the historical and projected number of customers and energy sales. Table No. 2-2 sets forth the projected annual billing determinants by major rate classes for fiscal year 2020. The projected average annual number of customers and annual energy sales for the fiscal year ending September 30, 2020 incorporate the following considerations:

- i. continuation of recent historical sales and/or usage characteristics;
- ii. continuation of past, present, and projected conservation and demand-side management programs; and

## Section 2

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iii. continuation of the existing regulatory structure.

Any departure from those assumptions (e.g., change in economic activity) could have a material adverse effect on energy sales and revenues.

As derived from Table No. 2-1 and No. 2-2, the projected fiscal year 2020 composition of the City's ultimate customers and associated energy sales by major rate classification is tabulated below:

<b>Customer Class</b>	<b>Test Year 2020</b>			
	<b>Average Number of Customers</b>	<b>Percent of Total</b>	<b>Annual MWh Sales</b>	<b>Percent of Total</b>
Residential	23,758	86.3%	264,974	61.1%
Commercial	3,128	11.4%	115,953	26.7%
Commercial Demand	85	0.3%	49,286	11.4%
Lighting	550	2.0%	3,808	0.9%
<b>Total Customers and MWh Sales</b>	<b>27,520</b>	<b>100.0%</b>	<b>434,021</b>	<b>100.0%</b>

CITY OF LAKE WORTH BEACH, FLORIDA  
Electric Cost of Service Study

Historical and Projected Customers  
Fiscal Years 2019-2021

Ln. No.	Customer Classes (a)	Oct (b)	Nov (c)	Dec (d)	Jan (e)	Feb (f)	Mar (g)	Apr (h)	May (i)	Jun (j)	Jul (k)	Aug (l)	Sep (m)	Total (n)	Average (o)
<b>Historical FY 2019</b>															
<b>Regular Residential (Schedule R-S)</b>															
1	Residential (Regular)	23,474	23,322	23,408	23,401	23,395	23,462	23,502	23,498	23,431	23,607	23,651	23,464	281,615	23,468
2	Residential Net Metering	0	0	0	71	78	77	78	82	83	81	86	87	723	60
3	<b>Subtotal Residential</b>	<b>23,474</b>	<b>23,322</b>	<b>23,408</b>	<b>23,472</b>	<b>23,473</b>	<b>23,539</b>	<b>23,580</b>	<b>23,580</b>	<b>23,514</b>	<b>23,688</b>	<b>23,737</b>	<b>23,551</b>	<b>282,338</b>	<b>23,528</b>
<b>Regular Commercial (Schedule C-S)</b>															
4	Commercial (Regular)	3,117	3,104	3,113	3,115	3,089	3,136	3,105	3,123	3,108	3,124	3,118	3,101	37,353	3,113
5	Commercial Net Metering	0	0	0	5	6	6	7	4	4	8	8	8	56	5
6	<b>Subtotal Commercial</b>	<b>3,117</b>	<b>3,104</b>	<b>3,113</b>	<b>3,120</b>	<b>3,095</b>	<b>3,142</b>	<b>3,112</b>	<b>3,127</b>	<b>3,112</b>	<b>3,132</b>	<b>3,126</b>	<b>3,109</b>	<b>37,409</b>	<b>3,117</b>
7	<b>Demand Commercial (Schedule CD-S)</b>	<b>85</b>	<b>85</b>	<b>85</b>	<b>85</b>	<b>85</b>	<b>85</b>	<b>85</b>	<b>85</b>	<b>85</b>	<b>85</b>	<b>85</b>	<b>85</b>	<b>1,020</b>	<b>85</b>
<b>Lighting</b>															
8	Private Area Lighting	539	530	537	539	531	534	534	539	534	537	536	543	6,433	536
9	Street Lighting	9	9	9	9	9	9	9	9	9	9	9	9	108	9
10	<b>Subtotal Lighting</b>	<b>548</b>	<b>539</b>	<b>546</b>	<b>548</b>	<b>540</b>	<b>543</b>	<b>543</b>	<b>548</b>	<b>543</b>	<b>546</b>	<b>545</b>	<b>552</b>	<b>6,541</b>	<b>545</b>
11	<b>TOTAL CUSTOMERS</b>	<b>27,224</b>	<b>27,050</b>	<b>27,152</b>	<b>27,225</b>	<b>27,193</b>	<b>27,309</b>	<b>27,320</b>	<b>27,340</b>	<b>27,254</b>	<b>27,451</b>	<b>27,493</b>	<b>27,297</b>	<b>327,308</b>	<b>27,276</b>
<b>Historical FY 2020</b>															
<b>Regular Residential (Schedule R-S)</b>															
12	Residential (Regular)	23,647	23,528	23,582	23,664	23,645	23,760	23,727	23,651	23,663	23,716	23,600	23,675	283,858	23,655
13	Residential Net Metering	94	92	96	97	100	99	103	106	107	110	111	117	1,232	103
14	<b>Subtotal Residential</b>	<b>23,741</b>	<b>23,620</b>	<b>23,678</b>	<b>23,761</b>	<b>23,745</b>	<b>23,859</b>	<b>23,830</b>	<b>23,757</b>	<b>23,770</b>	<b>23,826</b>	<b>23,711</b>	<b>23,792</b>	<b>285,090</b>	<b>23,758</b>
<b>Regular Commercial (Schedule C-S)</b>															
15	Commercial (Regular)	3,099	3,109	3,101	3,106	3,092	3,121	3,127	3,125	3,107	3,145	3,142	3,151	37,425	3,119
16	Commercial Net Metering	8	8	8	9	9	9	9	9	9	9	9	9	105	9
17	<b>Subtotal Commercial</b>	<b>3,107</b>	<b>3,117</b>	<b>3,109</b>	<b>3,115</b>	<b>3,101</b>	<b>3,130</b>	<b>3,136</b>	<b>3,134</b>	<b>3,116</b>	<b>3,154</b>	<b>3,151</b>	<b>3,160</b>	<b>37,530</b>	<b>3,128</b>
18	<b>Demand Commercial (Schedule CD-S)</b>	<b>85</b>	<b>85</b>	<b>85</b>	<b>85</b>	<b>85</b>	<b>85</b>	<b>85</b>	<b>85</b>	<b>85</b>	<b>85</b>	<b>85</b>	<b>85</b>	<b>1,020</b>	<b>85</b>
<b>Lighting</b>															
19	Private Area Lighting	542	542	538	537	537	539	543	540	539	545	542	548	6,492	541
20	Street Lighting	9	9	9	9	9	9	9	9	9	9	9	9	108	9
21	<b>Subtotal Lighting</b>	<b>551</b>	<b>551</b>	<b>547</b>	<b>546</b>	<b>546</b>	<b>548</b>	<b>552</b>	<b>549</b>	<b>548</b>	<b>554</b>	<b>551</b>	<b>557</b>	<b>6,600</b>	<b>550</b>
22	<b>TOTAL CUSTOMERS</b>	<b>27,484</b>	<b>27,373</b>	<b>27,419</b>	<b>27,507</b>	<b>27,477</b>	<b>27,622</b>	<b>27,603</b>	<b>27,525</b>	<b>27,519</b>	<b>27,619</b>	<b>27,498</b>	<b>27,594</b>	<b>330,240</b>	<b>27,520</b>

CITY OF LAKE WORTH BEACH, FLORIDA  
Electric Cost of Service Study

Historical and Projected Customers  
*Fiscal Years 2019-2021*

Ln. No.	Customer Classes (a)	Oct (b)	Nov (c)	Dec (d)	Jan (e)	Feb (f)	Mar (g)	Apr (h)	May (i)	Jun (j)	Jul (k)	Aug (l)	Sep (m)	Total (n)	Average (o)
<b>Projected FY 2021</b>															
<b>Regular Residential (Schedule R-S)</b>															
23	Residential (Regular)	23,768	23,742	23,931	23,815	23,848	23,902	24,015	24,025	24,035	24,045	24,055	24,065	287,246	23,937
24	Residential Net Metering	121	126	127	128	131	133	137	137	137	137	137	137	1,588	132
25	<b>Subtotal Residential</b>	<b>23,889</b>	<b>23,868</b>	<b>24,058</b>	<b>23,943</b>	<b>23,979</b>	<b>24,035</b>	<b>24,152</b>	<b>24,162</b>	<b>24,172</b>	<b>24,182</b>	<b>24,192</b>	<b>24,202</b>	<b>288,834</b>	<b>24,070</b>
<b>Regular Commercial (Schedule C-S)</b>															
26	Commercial (Regular)	3,157	3,193	3,183	3,174	3,178	3,179	3,196	3,196	3,196	3,196	3,196	3,196	38,240	3,187
27	Commercial Net Metering	10	10	10	10	10	10	10	10	10	10	10	10	120	10
28	<b>Subtotal Commercial</b>	<b>3,167</b>	<b>3,203</b>	<b>3,193</b>	<b>3,184</b>	<b>3,188</b>	<b>3,189</b>	<b>3,206</b>	<b>3,206</b>	<b>3,206</b>	<b>3,206</b>	<b>3,206</b>	<b>3,206</b>	<b>38,360</b>	<b>3,197</b>
29	<b>Demand Commercial (Schedule CD-S)</b>	<b>85</b>	<b>85</b>	<b>85</b>	<b>85</b>	<b>85</b>	<b>85</b>	<b>85</b>	<b>85</b>	<b>85</b>	<b>85</b>	<b>85</b>	<b>85</b>	<b>1,020</b>	<b>85</b>
<b>Lighting</b>															
30	Private Area Lighting	553	546	545	546	546	554	554	554	554	554	554	554	6,614	551
31	Street Lighting	9	9	10	9	9	9	9	9	9	9	9	9	109	9
32	<b>Subtotal Lighting</b>	<b>562</b>	<b>555</b>	<b>555</b>	<b>555</b>	<b>555</b>	<b>563</b>	<b>563</b>	<b>563</b>	<b>563</b>	<b>563</b>	<b>563</b>	<b>563</b>	<b>6,723</b>	<b>560</b>
33	<b>TOTAL CUSTOMERS</b>	<b>27,703</b>	<b>27,711</b>	<b>27,891</b>	<b>27,767</b>	<b>27,807</b>	<b>27,872</b>	<b>28,006</b>	<b>28,016</b>	<b>28,026</b>	<b>28,036</b>	<b>28,046</b>	<b>28,056</b>	<b>334,937</b>	<b>27,911</b>

\* Historical amounts through April 2021 provided by the City and remaining FY2021 months estimated using 0.5% projected residential growth.

**CITY OF LAKE WORTH BEACH, FLORIDA**  
**Electric Cost of Service Study**

Historical and Projected Energy Sales (kWh)  
Fiscal Years 2019-2021

Ln. No.	Customer Classes (a)	Oct (b)	Nov (c)	Dec (d)	Jan (e)	Feb (f)	Mar (g)	Apr (h)	May (i)	Jun (j)	Jul (k)	Aug (l)	Sep (m)	Total (n)	Average (o)
<b>Historical FY 2019</b>															
<b>Regular Residential (Schedule R-S)</b>															
1	Residential (Regular)	27,512,330	23,176,876	17,372,046	16,019,712	14,266,563	16,493,207	16,536,972	21,358,775	25,785,557	27,015,766	28,276,368	26,016,577	259,830,749	21,652,562
2	Residential Net Metering	0	0	0	38,675	24,881	33,142	31,093	43,170	47,074	78,105	89,679	88,587	474,406	39,534
3	<b>Subtotal Residential</b>	<b>27,512,330</b>	<b>23,176,876</b>	<b>17,372,046</b>	<b>16,058,387</b>	<b>14,291,444</b>	<b>16,526,349</b>	<b>16,568,065</b>	<b>21,401,945</b>	<b>25,832,631</b>	<b>27,093,871</b>	<b>28,366,047</b>	<b>26,105,164</b>	<b>260,305,155</b>	<b>21,692,096</b>
<b>Regular Commercial (Schedule C-S)</b>															
4	Commercial (Regular)	12,742,432	11,490,716	9,329,240	8,697,885	8,343,637	9,197,057	9,060,828	10,787,044	11,541,895	11,412,080	12,157,110	11,384,156	126,144,080	10,512,007
5	Commercial Net Metering	0	0	0	7,580	19,403	14,200	15,920	17,580	22,760	28,159	33,662	31,636	190,900	15,908
6	<b>Subtotal Commercial</b>	<b>12,742,432</b>	<b>11,490,716</b>	<b>9,329,240</b>	<b>8,705,465</b>	<b>8,363,040</b>	<b>9,211,257</b>	<b>9,076,748</b>	<b>10,804,624</b>	<b>11,564,655</b>	<b>11,440,239</b>	<b>12,190,772</b>	<b>11,415,792</b>	<b>126,334,980</b>	<b>10,527,915</b>
7	<b>Demand Commercial (Schedule CD-S)</b>	<b>4,589,459</b>	<b>4,482,597</b>	<b>3,656,680</b>	<b>3,726,406</b>	<b>3,552,872</b>	<b>3,490,700</b>	<b>3,556,593</b>	<b>4,077,286</b>	<b>4,631,304</b>	<b>4,501,099</b>	<b>4,812,655</b>	<b>4,485,084</b>	<b>49,562,735</b>	<b>4,130,228</b>
<b>Lighting</b>															
8	Private Area Lighting	100,930	99,672	100,564	101,174	100,230	100,432	100,532	100,822	100,828	101,772	101,634	102,176	1,210,766	100,897
9	Street Lighting	212,810	212,810	212,810	212,810	212,810	212,810	212,810	212,810	212,810	212,810	212,810	212,810	2,553,720	212,810
10	<b>Subtotal Lighting</b>	<b>313,740</b>	<b>312,482</b>	<b>313,374</b>	<b>313,984</b>	<b>313,040</b>	<b>313,242</b>	<b>313,342</b>	<b>313,632</b>	<b>313,638</b>	<b>314,582</b>	<b>314,444</b>	<b>314,986</b>	<b>3,764,486</b>	<b>313,707</b>
11	<b>TOTAL ENERGY SALES</b>	<b>45,157,961</b>	<b>39,462,671</b>	<b>30,671,340</b>	<b>28,804,242</b>	<b>26,520,396</b>	<b>29,541,548</b>	<b>29,514,748</b>	<b>36,597,487</b>	<b>42,342,228</b>	<b>43,349,791</b>	<b>45,683,918</b>	<b>42,321,026</b>	<b>439,967,356</b>	<b>36,663,946</b>
<b>Historical FY 2020</b>															
<b>Regular Residential (Schedule R-S)</b>															
12	Residential (Regular)	25,581,857	22,673,609	16,632,869	16,318,036	14,778,853	16,359,464	21,034,935	22,118,591	23,711,330	28,382,026	27,076,413	29,327,150	263,995,133	21,999,594
13	Residential Net Metering	79,999	88,014	38,768	57,705	45,334	45,399	66,558	76,872	106,337	117,025	115,786	141,111	978,908	81,576
14	<b>Subtotal Residential</b>	<b>25,661,856</b>	<b>22,761,623</b>	<b>16,671,637</b>	<b>16,375,741</b>	<b>14,824,187</b>	<b>16,404,863</b>	<b>21,101,493</b>	<b>22,195,463</b>	<b>23,817,667</b>	<b>28,499,051</b>	<b>27,192,199</b>	<b>29,468,261</b>	<b>264,974,041</b>	<b>22,081,170</b>
<b>Regular Commercial (Schedule C-S)</b>															
15	Commercial (Regular)	11,737,967	10,793,914	9,137,961	8,801,693	8,384,596	9,224,617	8,816,243	7,843,706	9,086,543	10,588,744	10,077,301	10,981,931	115,475,216	9,622,935
16	Commercial Net Metering	30,623	32,611	26,344	29,654	35,760	33,361	40,891	42,123	45,734	52,477	51,571	56,310	477,459	39,788
17	<b>Subtotal Commercial</b>	<b>11,768,590</b>	<b>10,826,525</b>	<b>9,164,305</b>	<b>8,831,347</b>	<b>8,420,356</b>	<b>9,257,978</b>	<b>8,857,134</b>	<b>7,885,829</b>	<b>9,132,277</b>	<b>10,641,221</b>	<b>10,128,872</b>	<b>11,038,241</b>	<b>115,952,675</b>	<b>9,662,723</b>
18	<b>Demand Commercial (Schedule CD-S)</b>	<b>4,507,729</b>	<b>4,284,893</b>	<b>3,801,114</b>	<b>3,978,279</b>	<b>3,674,724</b>	<b>3,811,177</b>	<b>4,004,282</b>	<b>3,756,058</b>	<b>4,191,759</b>	<b>4,396,329</b>	<b>4,405,591</b>	<b>4,473,877</b>	<b>49,285,812</b>	<b>4,107,151</b>
<b>Lighting</b>															
19	Private Area Lighting	106,270	105,048	103,742	103,970	103,900	103,766	105,818	104,196	104,246	105,076	103,820	104,098	1,253,950	104,496
20	Street Lighting	212,810	212,810	212,810	212,810	212,810	212,898	212,898	212,898	212,898	212,898	212,898	212,898	2,554,336	212,861
21	<b>Subtotal Lighting</b>	<b>319,080</b>	<b>317,858</b>	<b>316,552</b>	<b>316,780</b>	<b>316,710</b>	<b>316,664</b>	<b>318,716</b>	<b>317,094</b>	<b>317,144</b>	<b>317,974</b>	<b>316,718</b>	<b>316,996</b>	<b>3,808,286</b>	<b>317,357</b>
22	<b>TOTAL ENERGY SALES</b>	<b>42,257,255</b>	<b>38,190,899</b>	<b>29,953,608</b>	<b>29,502,147</b>	<b>27,235,977</b>	<b>29,790,682</b>	<b>34,281,625</b>	<b>34,154,444</b>	<b>37,458,847</b>	<b>43,854,575</b>	<b>42,043,380</b>	<b>45,297,375</b>	<b>434,020,814</b>	<b>36,168,401</b>

CITY OF LAKE WORTH BEACH, FLORIDA  
Electric Cost of Service Study

Historical and Projected Energy Sales (kWh)  
Fiscal Years 2019-2021

Ln. No.	Customer Classes (a)	Oct (b)	Nov (c)	Dec (d)	Jan (e)	Feb (f)	Mar (g)	Apr (h)	May (i)	Jun (j)	Jul (k)	Aug (l)	Sep (m)	Total (n)	Average (o)
<b>Projected FY 2021</b>															
<b>Regular Residential (Schedule R-S)</b>															
23	Residential (Regular)	25,872,026	24,031,892	19,817,202	16,662,623	14,674,480	16,832,990	18,481,380	22,229,184	23,829,887	28,523,936	27,211,795	29,473,786	267,641,181	22,303,432
24	Residential Net Metering	131,201	143,169	87,824	75,828	55,739	57,624	54,991	99,353	136,151	145,749	142,907	165,233	1,295,769	107,981
25	<b>Subtotal Residential</b>	<b>26,003,227</b>	<b>24,175,061</b>	<b>19,905,026</b>	<b>16,738,451</b>	<b>14,730,219</b>	<b>16,890,614</b>	<b>18,536,371</b>	<b>22,328,537</b>	<b>23,966,038</b>	<b>28,669,685</b>	<b>27,354,702</b>	<b>29,639,018</b>	<b>268,936,950</b>	<b>22,411,412</b>
<b>Regular Commercial (Schedule C-S)</b>															
26	Commercial (Regular)	10,682,709	11,006,391	9,318,144	7,779,003	7,321,101	8,270,695	9,061,479	7,843,706	9,086,543	10,588,744	10,077,301	10,981,931	112,017,747	9,334,812
27	Commercial Net Metering	52,469	53,665	45,176	40,164	34,838	37,068	38,601	42,123	45,734	52,477	51,571	56,310	550,196	45,850
28	<b>Subtotal Commercial</b>	<b>10,735,178</b>	<b>11,060,056</b>	<b>9,363,320</b>	<b>7,819,167</b>	<b>7,355,939</b>	<b>8,307,763</b>	<b>9,100,080</b>	<b>7,885,829</b>	<b>9,132,277</b>	<b>10,641,221</b>	<b>10,128,872</b>	<b>11,038,241</b>	<b>112,567,943</b>	<b>9,380,662</b>
29	<b>Demand Commercial (Schedule CD-S)</b>	<b>4,507,729</b>	<b>4,284,893</b>	<b>3,801,114</b>	<b>3,978,279</b>	<b>3,674,724</b>	<b>3,811,177</b>	<b>4,004,282</b>	<b>3,756,058</b>	<b>4,191,759</b>	<b>4,396,329</b>	<b>4,405,591</b>	<b>4,473,877</b>	<b>49,285,812</b>	<b>4,107,151</b>
<b>Lighting</b>															
30	Private Area Lighting	105,850	102,510	102,374	102,336	101,844	102,900	102,626	102,626	102,626	102,626	102,626	102,626	1,233,570	102,798
31	Street Lighting	212,898	212,898	211,666	212,282	212,282	212,282	212,282	212,282	212,282	212,282	212,282	212,282	2,548,000	212,333
32	<b>Subtotal Lighting</b>	<b>318,748</b>	<b>315,408</b>	<b>314,040</b>	<b>314,618</b>	<b>314,126</b>	<b>315,182</b>	<b>314,908</b>	<b>314,908</b>	<b>314,908</b>	<b>314,908</b>	<b>314,908</b>	<b>314,908</b>	<b>3,781,570</b>	<b>315,131</b>
33	<b>TOTAL ENERGY SALES</b>	<b>41,564,882</b>	<b>39,835,418</b>	<b>33,383,500</b>	<b>28,850,515</b>	<b>26,075,008</b>	<b>29,324,736</b>	<b>31,955,641</b>	<b>34,285,332</b>	<b>37,604,982</b>	<b>44,022,143</b>	<b>42,204,073</b>	<b>45,466,044</b>	<b>434,572,275</b>	<b>36,214,356</b>

\* Historical amounts through April 2021 provided by the City and remaining FY2021 months estimated using 0.5% projected growth.

**CITY OF LAKE WORTH BEACH, FLORIDA**  
**Electric Cost of Service Study**

**Projected Annual Billing Determinants**  
**Fiscal Year Ending September 30, 2020**

Ln. No.	Customer Class Description	Number of Bills	Billing Demand (kW)	Energy Sales (kWh)
	(a)	(b)	(c)	(d)
1	Residential Regular	283,858	0	263,995,133
2	Residential Net Metering	1,232	0	978,908
3	<b>Total Residential</b>	285,090	0	264,974,041
4	Commercial Regular	37,425	0	115,475,216
5	Commercial Net Metering	105	0	477,459
6	<b>Total Commercial</b>	37,530	0	115,952,675
7	<b>Commercial Service Demand</b>	1,020	104,476	49,285,812
8	<b>Lighting</b>	6,600	0	3,808,286
9	<b>TOTAL Residential Service</b>	285,090	0	264,974,041
10	<b>TOTAL Commercial Service</b>	37,530	0	115,952,675
11	<b>TOTAL Commercial Service Demand</b>	1,020	104,476	49,285,812
12	<b>TOTAL Lighting</b>	6,600	0	3,808,286
13	<b>TOTAL SYSTEM</b>	<b>330,240</b>	<b>104,476</b>	<b>434,020,814</b>



## Section 3

# REVENUE REQUIREMENTS

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### General

The various components of costs associated with the operation, maintenance, funding of improvements, renewal and replacement of facilities, and assurance of the adequacy and continuity of reliable service to customers are generally referred to as the revenue requirements of a municipally owned and operated utility. The determination of the revenue requirements as they relate to the City, consistent with the methods of other publicly owned utilities, includes the various generalized cost components described below.

***Operation and Maintenance Expenses:*** These expenses include the cost of purchased power, labor, materials, supplies, transportation, services, and other expenses, which are necessary to the operation and maintenance of the Electric Utility. These expenses do not include an allowance for depreciation or replacement of capital assets, any monies for the payment of interest on indebtedness or any monies transferred to a Reserve Fund.

***Debt Service:*** Included in the debt service component of cost is the annual principal of and interest on bonds and related costs/transfers payable from the net revenues.

***Capital Improvements:*** These expenditures are for the purpose of paying the cost of construction or acquisition of necessary improvements, betterments, extensions, enlargements or additions to, or the renewal and replacement of capital assets of the system and for unusual or extraordinary repairs thereto.

***Revenues Available for Other Lawful Purposes:*** This component of cost is paid out of revenues and includes (a) any additional capital improvements to be financed from revenues; (b) additional working cash to provide for the payment of expenses incurred in providing service prior to the receipt of revenues associated with such service; (c) the establishment of operating reserves for special purposes such as providing funds for self-insuring the facilities against certain perils and for the stabilization of rates to smooth out rate increases and minimize customer rate shock, (d) transfers of certain amounts of revenues from the earnings of the Electric Utility to the City; and (e) allowances for any other lawful purpose.

***Revenue Credits:*** In the determination of projected annual costs, adjustments should be made to reflect among other things, (a) the receipt of revenues from the investment of monies, and (b) the receipt of revenues from other operating sources such as the rental of land, the use of poles and the sale of scrap. The recognition of these revenue credits reduces the overall annual revenue requirement from electric rates to ultimate customers.

***Total Annual Net Revenue Requirements:*** The total of the cost components described above less other income and other operating revenues is the total annual net revenue

requirements and such total represents the amount of revenues required to be recovered through rates and charges to ultimate customers.

### **Projected Revenue Requirements**

Electric rates should be set at a level such that the revenues produced will be sufficient to meet near future revenue requirements. An important objective of a projected test year is to establish rates and rate levels that will also reflect the then current and near future costs of providing service and market conditions. Thus, it is necessary to estimate or project the various cost components over a reasonable period of time in order to determine the required rate levels. Projections must consider changes in operating practices, new facilities, increased regulatory (environmental) costs, expected changes in cost, and other factors that may affect the overall cost of operating and maintaining the utility system.

It was determined that the revenue requirements for this Electric Cost of Service Study would be predicated on the budgeted costs of the Electric Utility for the fiscal year ending September 30, 2020. The budgeted expenditures were used as a baseline in the development of the projections of the annual revenue requirements for the fiscal period ending September 30, 2020 through 2024. Based upon that detailed data and certain adjustments to reflect any known and anticipated changes and certain pro forma adjustments, the Consultant, together with members of the management and staff of the City, developed detailed estimates of projected expenditures for the fiscal years 2020 through 2024.

### **Assumptions and Considerations**

The development of the projected revenue requirements for the Test Year required certain assumptions and considerations in order to reflect certain known or anticipated changes and certain pro forma adjustments. The analyses, estimates and projections summarized herein have been based upon an understanding of certain contracts, agreements, regulations, statutory requirements and planned operations. In the preparation of this report, certain assumptions have been made with respect to conditions, which may occur in the future. While these assumptions are reasonable for the preparation of this study, they are dependent upon future events and actual conditions may differ from those assumed. To the extent that actual future conditions differ from those assumed herein or provided to us by others, the actual results will vary from those projected.

The major assumptions and considerations included in the development of the projected annual revenue requirements have been divided into two categories and are listed below:

#### **General**

1. The general economic activity will not have a major impact on the City's electric sales and annual inflation will be approximately 1.5 percent.

2. Existing federal and state environmental laws, including the Clean Air Act Amendments of 1990, the Clean Air Interstate Rule and the Clean Air Mercury Rule, will continue to be implemented, applied and enforced, and no new laws, regulations, rules and interpretations will be imposed on the City or its wholesale suppliers resulting in more stringent environmental restrictions in the near term.
3. There will be no material change in the taxation of fuel used to produce electricity.
4. There will be no material change in the taxation of municipally-owned or municipally financed electric generation or purchased power, transmission and distribution systems.
5. There will be no material change in the level of federal, state or local regulation of municipally-owned utilities.
6. There will be no material change in the City's existing ability to import or export power over the transmission grid.
7. The existing form of governance and policies established by the City will continue throughout the Study Period.
8. The City will continue to be the exclusive owner and operator of the Electric Utility, including its transmission, distribution, and customer care facilities.

## **Specific**

1. The fiscal year period ending September 30, 2020 through 2024 revenues and expenses for the Electric Utility and the underlying assumptions included therein provide a reasonable basis and reflect normalized system operation.
2. As discussed in Section 2, the sales forecast was the basis for the development of the projected retail energy and demand requirements for the Test Year. It should be recognized that (a) any meaningful variances in the load characteristics of existing or new customers, and/or (b) any differences in expected initiation of service for anticipated new customers, and/or (c) differences in the expected effectiveness of the various conservation programs initiated and contemplated by the City and/or (d) any changes in federal or state legislation that permit customers to select their energy service provider may result in a distortion and/or an over or under recovery of revenue requirements for the Test Year.
3. Power supply costs used herein are predicated in part on cost data provided by the City and on the continued purchase of power supply from its wholesale suppliers.
4. Expenses for the fiscal years 2020 through 2024 have been increased based on an assumed inflation rate of 1.5 percent per year except where noted in Table No. 3-1. Salaries have been escalated at 3.0 percent, benefits at 6.5 percent, insurance at 5.0 percent, and information technology at 15.0 percent for 2021 and 5.0 percent for years 2022 through 2024.

## Section 3

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5. Projected purchased power expenses have been estimated based on an analysis of purchased power expenses assuming an overall increase in kWh usage from 2020 of 0.5 percent per year, as shown on Table No. 3-4.
6. Projected debt service payments have been based on information provided by the City.
7. Capital improvement expenditures have been assumed to be funded from bond proceeds.
8. The amount for the Transfer to the General Fund has been based on current City policies and assumed to be constant at the current level.
9. Other Revenue has been projected based on the adopted fiscal year ending September 30, 2020 Budget and is set forth in Table No. 3-3.
10. Projected revenues from existing rates have been estimated based on the projected increases in sales from 2020 levels of 0.5 percent per year, as shown on Table No. 3-2.

Shown on Table No. 3-1 are the various expenditures and revenues for the fiscal years ending September 30, 2020 through 2024, and the adjustments discussed herein. In addition, each of the adjustments is noted in the footnotes to Table No. 3-1.

### Summary

Based on the projected Test Year revenue requirements developed on Table No. 3-1, the existing rates produce revenues that are approximately the same as the cost of providing service on a system wide basis through fiscal year 2021 but under recover the revenue requirements beginning in fiscal year 2022. The projected revenue requirements and existing rate revenues are summarized below.

Description	Projected				
	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
Net Revenue Requirements	\$58,158,995	\$58,300,746	\$64,422,550	\$62,237,218	\$61,950,862
Total Existing Rate Revenue	58,558,995	58,931,674	59,307,414	59,686,250	60,068,214
Surplus/(Deficiency)	\$400,000	\$630,927	(\$5,115,136)	(\$2,550,968)	(\$1,882,649)
Percent of Base and Fuel Revenue	0.8%	1.2%	-10.0%	-5.0%	-3.6%

CITY OF LAKE WORTH BEACH, FLORIDA  
Electric Cost of Service Study

Summary of Projected Revenue Requirements and Existing Rate Revenues  
Fiscal Year Ending September 30

Ln. No.	Description	Adopted Budget 2020 [1]	Adjustments to Adopted Budget 2020	2020 Revenue Requirements	2021 Revenue Requirements	2022 Revenue Requirements	2023 Revenue Requirements	2024 Revenue Requirements
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
	<b>Operating Expenses [2]</b>							
1	System Operations							
2	FMPA St. Lucie Project [3]	\$13,383,500	(1,017,663)	\$12,365,837	\$11,311,919	\$10,301,940	\$8,038,739	\$8,038,739
3	Supplemental Purchased Power [3]	6,883,410	(192,587)	6,690,823	2,544,328	2,864,617	3,211,790	4,734,130
4	FMPA Stanton Project [3]	4,068,280	(478,638)	3,589,642	9,222,373	12,019,686	11,178,003	8,406,524
5	Gas Transportation [4]	4,907,122	(899,312)	4,007,810	4,839,676	4,839,676	4,839,676	4,839,676
6	FPL Transmission [3]	2,060,000	(350)	2,059,650	2,105,482	2,263,692	2,275,010	2,286,385
7	Other System Operations	2,139,585	0	2,139,585	2,212,997	2,280,323	2,350,436	2,423,480
8	Total System Operations	33,441,897	(2,588,550)	30,853,347	32,236,775	34,569,933	31,893,654	30,728,934
9	Power Plant	2,811,675	0	2,811,675	2,920,412	3,030,805	3,146,279	3,267,096
10	Transmission and Distribution [5]	6,829,322	(1,345,646)	5,483,676	5,951,008	6,144,635	6,346,475	6,556,950
11	Customer Service	1,786,238	0	1,786,238	1,866,136	1,925,733	1,987,820	2,052,522
12	Meter Shop	1,252,515	0	1,252,515	1,296,276	1,340,612	1,386,903	1,435,250
13	Engineering	1,795,371	0	1,795,371	1,861,627	1,925,470	1,992,052	2,061,514
14	Administration	1,804,700	0	1,804,700	1,868,885	1,928,243	1,990,085	2,054,537
15	Conservation Management	16,390	0	16,390	17,621	18,279	18,966	19,684
16	Total Operating Expenses	49,738,108	(3,934,196)	45,803,912	48,018,740	50,883,710	48,762,233	48,176,487
	<b>Other Revenue Requirements</b>							
17	Debt Service [6]	3,493,633	0	3,493,633	1,120,169	2,964,875	2,974,500	3,686,600
18	Interfund Administrative Services	1,814,900	0	1,814,900	1,924,900	1,953,774	1,983,080	2,012,826
19	Contribution to General Fund	4,536,491	0	4,536,491	4,536,491	4,536,491	4,536,491	4,536,491
20	Other	420,000	0	420,000	426,300	432,695	439,185	445,773
21	Transfer to Rate Stabilization Fund	0	0	0	0	500,000	500,000	500,000
22	Reserves [7]	0	2,090,059	2,090,059	2,274,146	3,151,006	3,041,729	2,592,685
23	Total Other Revenue Requirements	10,265,024	2,090,059	12,355,083	10,282,006	13,538,840	13,474,985	13,774,375
24	<b>TOTAL REVENUE REQUIREMENTS</b>	60,003,132	(1,844,137)	58,158,995	58,300,746	64,422,550	62,237,218	61,950,862
	<b>Projected Revenue From Sales</b>							
25	Existing Base Rate Revenues	38,073,168	(2,736,514)	35,336,654 [8]	35,513,337	35,690,904	35,869,359	36,048,705
26	Power Cost Adjustment (PCA) [9]	15,842,358	(608,411)	15,233,947 [8]	15,310,116	15,386,667	15,463,600	15,540,918
27	Other Revenue	7,588,394	400,000	7,988,394 [10]	8,108,220	8,229,843	8,353,291	8,478,590
28	<b>TOTAL REVENUES FROM SALES</b>	61,503,920	(2,944,925)	58,558,995	58,931,674	59,307,414	59,686,250	60,068,214
29	Revenue Surplus or (Deficiency)	\$1,500,788	(\$1,100,788)	\$400,000	\$630,927	(\$5,115,136)	(\$2,550,968)	(\$1,882,649)
	<b>Surplus or (Deficiency) as a % of:</b>							
30	Existing Base Rate Revenues			1.1%	1.8%	-14.3%	-7.1%	-5.2%
31	Existing Base Rate and PCA Revenues			0.8%	1.2%	-10.0%	-5.0%	-3.6%

**CITY OF LAKE WORTH BEACH, FLORIDA**  
**Electric Cost of Service Study**

**Footnotes to Table No. 3-1**

- [1] Based on the Fiscal Year Ending September 30, 2020 Budget.
- [2] Unless otherwise noted, operating expenses are based on the 2020 Budget, escalated in 2021 through 2024 by the assumed general inflation rate of 1.5% per year; salaries escalated at 3.0%, benefits at 6.6%, insurance at 5.0% and information technology at 15.0% for 2021 and 5% for years 2022 through 2024.
- [3] FY 2020 adjustments based on actual expenses. FY 2021-2024 projections provided by the City's power supply consultant, as shown on Table No. 3-4.
- [4] FY 2020 adjustment based on actual expenses.
- [5] FY 2020 adjustment based on actual expenses. The adjustment includes a \$670,077 reduction in maintenance expenses, a \$398,624 reduction in personnel expenses, and a \$276,945 reduction in other expenses.
- [6] Based on information provided by the City.
- [7] Replenishment of Reserves to maintain cash balances.
- [8] From Table No. 3-2, Page 2.
- [9] Based on current PCA.
- [10] From Table No. 3-3.

**CITY OF LAKE WORTH BEACH, FLORIDA**  
**Electric Cost of Service Study**

**Projected Revenues at**  
**EXISTING RATES**  
**Fiscal Year Ending September 30, 2020**

Ln. No.	Customer Class Description (a)	Existing Rate (b)	Billing Determinants (c)	Base Rate Revenue (d)	Power Cost Adjustment (e)	Total Revenue (f)
<b>Residential Regular</b>						
1	Customer Charge	\$ 10.53	283,858	\$ 2,989,025	\$ -	\$ 2,989,025
2	Energy Charge < 1,000 kWhs	\$ 0.05148	208,292,160	10,722,880	-	10,722,880
3	Energy Charge > 1,000 kWhs	\$ 0.07880	55,702,973	4,389,394	-	4,389,394
4	Power Cost Adjustment < 1,000 kWhs	\$ 0.03578	208,292,160	-	7,452,693	7,452,693
5	Power Cost Adjustment > 1,000 kWhs	\$ 0.03900	55,702,973	-	2,172,416	2,172,416
6	Capacity Charge	\$ 0.01020	263,995,133	2,692,750	-	2,692,750
7	<i>Subtotal Residential Regular</i>			\$ 20,794,050	\$ 9,625,109	\$ 30,419,159
<b>Residential Net Metering</b>						
8	Customer Charge	\$ 10.53	1,232	\$ 12,973	\$ -	\$ 12,973
9	Energy Charge < 1,000 kWhs	\$ 0.05148	772,358	39,761	-	39,761
10	Energy Charge > 1,000 kWhs	\$ 0.07880	206,550	16,276	-	16,276
11	Power Cost Adjustment < 1,000 kWhs	\$ 0.03578	772,358	-	27,635	27,635
12	Power Cost Adjustment > 1,000 kWhs	\$ 0.03900	206,550	-	8,055	8,055
13	Capacity Charge	\$ 0.01020	978,908	9,985	-	9,985
14	<i>Subtotal Residential Net Metering</i>			\$ 78,995	\$ 35,690	\$ 114,685
15	<b>Total Residential</b>		<u>264,974,041</u>	<u>\$ 20,873,045</u>	<u>\$ 9,660,800</u>	<u>\$ 30,533,845</u>
<b>Commercial Regular</b>						
16	Customer Charge	\$ 16.66	37,425	\$ 623,501	\$ -	\$ 623,501
17	Energy Charge	\$ 0.07040	115,475,216	8,129,455	-	8,129,455
18	Capacity Charge	\$ 0.01020	115,475,216	1,177,847	-	1,177,847
19	Power Cost Adjustment	\$ 0.03578	115,475,216	-	4,131,703	4,131,703
20	<i>Subtotal Commercial Regular</i>			\$ 9,930,803	\$ 4,131,703	\$ 14,062,506
<b>Commercial Net Metering</b>						
21	Customer Charge	\$ 16.66	105	\$ 1,749	\$ -	\$ 1,749
22	Energy Charge	\$ 0.07040	477,459	33,613	-	33,613
23	Capacity Charge	\$ 0.01020	477,459	4,870	-	4,870
24	Power Cost Adjustment	\$ 0.03578	477,459	-	17,083	17,083
25	<i>Subtotal Commercial Net Metering</i>			\$ 40,232	\$ 17,083	\$ 57,316
26	<b>Total Commercial</b>		<u>115,952,675</u>	<u>\$ 9,971,035</u>	<u>\$ 4,148,787</u>	<u>\$ 14,119,822</u>

**CITY OF LAKE WORTH BEACH, FLORIDA**  
**Electric Cost of Service Study**  
**Projected Revenues at**  
**EXISTING RATES**  
**Fiscal Year Ending September 30, 2020**

Ln. No.	Customer Class Description (a)	Existing Rate (b)	Billing Determinants (c)	Base Rate Revenue (d)	Power Cost Adjustment (e)	Total Revenue (f)
	<b>Commercial Service Demand</b>					
27	Customer Charge	\$ 120.00	1,020	\$ 122,400	\$ -	\$ 122,400
28	Energy Charge	\$ 0.03550	49,285,812	1,749,646	-	1,749,646
29	Capacity Charge	\$ 0.01020	49,285,812	502,715	-	502,715
30	Power Cost Adjustment	\$ 0.02890	49,285,812	-	1,424,360	1,424,360
31	Demand Charge	\$ 14.48	104,476	1,512,812	-	1,512,812
32	<b>Total Commercial Service Demand</b>			<b>\$ 3,887,574</b>	<b>\$ 1,424,360</b>	<b>\$ 5,311,934</b>
33	<b>Total Private Area Lighting</b>		1,253,950	<b>\$ 250,000</b>		250,000
34	<b>Total Street Lights</b>		2,554,336	<b>\$ 355,000</b>		355,000
35	<b>TOTAL RATE REVENUES</b>			<b>\$ 35,336,654</b>	<b>\$ 15,233,947</b>	<b>\$ 50,570,601</b>
36	<b>OTHER REVENUES</b>					7,588,394
37	<b>TOTAL REVENUES</b>					<b>\$ 58,158,995</b>



**CITY OF LAKE WORTH BEACH, FLORIDA**  
**Electric Cost of Service Study**

Summary of Other Electric Revenues

*Fiscal Year Ending September 30*

Ln. No.	Description (a)	Adopted Budget 2020 [1] (b)	Adjustments to Budget (c)	Adjusted Test Year Revenues (d)
<b><u>Other Electric Revenues</u></b>				
1	Gas Transportation Revenues	\$5,090,719	\$0	\$5,090,719
2	NSF and Bank Charges	15,000	0	15,000
3	Miscellaneous [2]	246,600	0	246,600
4	Service Charge	670,000	0	670,000
5	Penalties/Late Fees	520,000	0	520,000
6	Tampering Fines	15,000	0	15,000
7	Investments	147,895	0	147,895
8	FDOT-Reimbursement	131,000	0	131,000
9	Other	38,100	0	38,100
10	Water	381,310	0	381,310
11	Refuse	32,770	0	32,770
12	Local Sewer	300,000	0	300,000
13	Increased Commercial Minimum Charge	0	400,000	400,000
14	<b>Total Other Electric Revenues</b>	<u>\$7,588,394</u>	<u>\$400,000</u>	<u>\$7,988,394</u>

[1] Based on the Budgeted 2020 Electric Revenue Fund provided by the City.

[2] Pole Attachment Fees.

**CITY OF LAKE WORTH BEACH, FLORIDA**  
**Electric Cost of Service Study**

**Calculation of Power Cost Adjustment (PCA)**

*Fiscal Year Ending September 30*

Ln. No.	Description	2021	2022	2023	2024	2025
	(a)	(b)	(c)	(d)	(e)	(f)
	<b><u>Power Costs [1]</u></b>					
1	FMPA St. Lucie Project	\$11,311,919	\$10,301,940	\$8,038,739	\$8,038,739	\$8,037,000
2	FMPA Stanton Project	2,544,328	2,428,222	1,975,310	2,074,134	2,178,057
3	Supplemental Purchased Power	9,222,373	12,019,686	11,178,003	8,406,524	8,967,850
4	Solar	0	436,395	1,236,480	2,659,996	2,678,831
5	FPL Transmission	2,105,482	2,263,692	2,275,010	2,286,385	2,297,817
6	<b>Total Power Costs</b>	<u>\$25,184,102</u>	<u>\$27,449,935</u>	<u>\$24,703,542</u>	<u>\$23,465,778</u>	<u>\$24,159,554</u>
7	<b>Total Energy Purchased (kWh)</b>	474,426,000	474,426,718	476,798,852	479,182,846	481,578,760
8	<b>Total Cost Per kWh Purchased</b>	\$0.0531	\$0.0579	\$0.0518	\$0.0490	\$0.0502
9	<b>Total Energy Sales (kWh) [2]</b>	434,572,275	433,070,899	435,236,253	437,412,435	439,599,497
10	<b>Total Cost Per kWh Sold</b>	<u>\$0.0580</u>	<u>\$0.0634</u>	<u>\$0.0568</u>	<u>\$0.0536</u>	<u>\$0.0550</u>
11	FMPA St. Lucie Project Fixed Costs	\$11,311,919	\$10,301,940	\$8,038,739	\$8,038,739	\$8,037,000
12	FMPA Stanton Project Fixed Costs	<u>1,120,499</u>	<u>1,120,499</u>	<u>1,120,499</u>	<u>1,120,499</u>	<u>1,120,499</u>
13	<b>Net Power Costs</b>	\$12,751,684	\$16,027,496	\$15,544,304	\$14,306,540	\$15,002,055
14	Transfer to Rate Stabilization Fund	<u>0</u>	<u>500,000</u>	<u>500,000</u>	<u>500,000</u>	<u>500,000</u>
15	<b>Net Power Costs for PCA</b>	\$12,751,684	\$16,527,496	\$16,044,304	\$14,806,540	\$15,502,055
16	<b>Calculated PCA per kWh</b>	<u>\$0.0293</u>	<u>\$0.0382</u>	<u>\$0.0369</u>	<u>\$0.0339</u>	<u>\$0.0353</u>

[1] FY 2021-2025 provided by the City's power supply consultant.

[2] FY 2022 from Table No. 2-2; FY 2023-2025 based on a growth rate of 0.5% per year.

**Section 4**

## **FUNCTIONALIZATION AND CLASSIFICATION OF COSTS AND DEVELOPMENT OF ALLOCATION FACTORS**

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### **Functionalization and Classification**

In allocating utility costs to the various customer classes, there are three major processes: functionalization, classification, and allocation. The functionalization and classification of the Test Year revenue requirement are discussed in the first part of this section. The development of allocation factors for the Test Year revenue requirement is discussed and set forth in the second half of this section.

### **Functionalization of Test Year Expenditures**

Although budgeting and accounting systems generally follow functional groups, i.e., production, transmission, etc., certain costs such as those associated with administrative and general expenses and bond service generally are not assigned by accounting and budgetary convention to a major function. A COS study usually requires the rearrangement of certain expenditures into functional groups (i) to be more representative of the expenditure causation, (ii) to combine costs that have been incurred for a similar purpose, and (iii) to facilitate the allocation of cost responsibility. Thus, the functionalization of certain costs is merely a ratemaking mechanism to apportion such costs to the common utility function.

The typical functions of the Test Year Revenue Requirements are developed in the COS model and summarized on Table 4-1 and below.

<u><b>Function and Description</b></u>	<u><b>Test Year Amount</b></u>
<b><i>Production.</i></b> Those costs associated with generating or purchasing power and delivering that power to the utility's bulk transmission system	\$40,313,652
<b><i>Transmission and Distribution.</i></b> Those costs incurred in connection with the delivery of power over the bulk transmission system through the primary and secondary distribution system to the utility's consumers	\$13,863,265
<b><i>Customer.</i></b> Those costs that are related to the number, type and size of customers	<u>\$3,982,058</u>
<b>Total</b>	<u><u>\$58,158,995</u></u>

An analysis of the Test Year revenue requirements was made to estimate the functionalized Test Year revenue requirements.

## Classification of Various Costs

Historically, electric utility costs or the components of the annual revenue requirement have generally been classified as (1) demand-related, (2) variable or energy-related, and (3) customer-related. Thus, if a cost or expense is fixed or does not vary directly with the level of kWh purchased or sold, the cost was assumed to be generally related to the demands or load of the customers and was allocated to the various customer classes on the basis of demand or load relationships. Debt service is one example of an expenditure generally classified as demand-related. If a cost or expense was viewed to vary with the amount of kWh the electric utility sold, the cost or expense was usually classified as energy-related and allocated to the various customer classes on the basis of kWh relationships. Purchased energy costs are a primary example of expenses classified as variable or energy-related and allocated on the basis of kWh sales. If the cost is directly related to the number of customers which are being served, these costs would generally be classified as such and allocated to the customer classes based on the customer relationship among the customer classes. An example of customer-related costs is meter reading expenses.

Until such time that the development of more detailed data with regard to hourly usage characteristics and costs is economically justified or legally required, the classification of costs described below reflects usual regulatory practice as well as a reasonable and equitable approach.

**Demand (Fixed) Costs:** Are defined as those costs incurred to maintain in readiness-to-serve an electric system capable of meeting the total combined demands of all classes of customers. Demand costs are those costs that are generally fixed in the short-run, that do not materially vary directly with the number of kWh generated or sold, and that are not defined as customer costs. Demand costs will include that portion of operation and maintenance expenses; debt service; renewals, replacements and improvements; and other costs which are not designated as specifically customer or variable energy costs.

**Customer Costs:** Are defined as those costs directly related to the number, type and size of customers, such as customer accounting and collecting, and costs of meters and services.

**Energy (Variable) Costs:** Are defined as those costs that vary substantially or directly with the amount of energy sold or generated and purchased, including such items as fuel and a portion of operation and maintenance expense for production facilities.

## Development of Allocation Factors

### General

This section discusses the development of the factors utilized to allocate the capacity related, energy related, customer related, and other costs to the various customer classes. The aforementioned costs are allocated to the customer classes according to their respective customer class, and the particular cost allocation factor developed for each

class and for each type of cost. The customer classes include Residential, Commercial, Commercial Demand, and Lighting.

## **Demand Allocation Factors**

"Demand Allocation" refers to the basis on which capacity and other demand related costs are distributed or assigned (allocated) among the various customer classes for the purpose of determining the revenues required from each class to recover such costs. The demand allocation factors, as developed and used herein, reflect the cost responsibility for each of the various customer classes in relation to the capacity or demand related costs to be allocated. The demand allocation factors were used to apportion the following capacity or demand related costs among the various customer classes.

- Production and purchased power expenses (fixed capacity costs only);
- Transmission and distribution expenses;
- Debt service requirements;
- Allowances for renewal and replacements, and reserves; and
- Payments to the City.

The demand allocation factors were developed based on historical demand and energy relationships filed with the Public Service Commission by the investor-owned utilities in Florida for 2018 and an analysis of the City's billing demands. The demand allocation factors are based on the estimated annual coincident and non-coincident peak demands. Table No. 4-2 summarizes the demand allocation factors. Table No. 4-5 shows a comparison of the results of the load research for the investor-owned utilities.

## **Energy Allocation Factors**

Energy allocation factors are the basis for apportioning those costs or expenses classified as variable or energy related and assumed to vary directly with the level of kWh sales or generation. The costs classified herein as variable or energy related are fuel, purchased power, and the variable portion of other production expenses.

The projected fiscal year energy sales data are discussed in Section 2. The resulting energy allocation factors are shown on Table No. 4-3.

## **Customer Allocation Factors**

Customer costs are defined herein as those costs related to the number of customers and the size of service required. Included in the customer related costs are the costs associated with meter reading, meter maintenance, customer installations, billing, collecting, and other customer related accounting, service, and information functions. The customer allocation factors were based on the projected average number of customers in each customer classification during the Test Year.

In apportioning customer related costs and revenues to the various customer classifications, customer allocation factors were utilized that recognized weighted and

unweighted customers and fixtures. The customer weighting factors were based on FPL customer charges. The customer allocation factors are shown on Table No. 4-4.

### **Other Allocation Factors**

Certain elements of the annual revenue requirement are related to revenues. Miscellaneous other allocation factors including the revenue allocation factors are included in the COS model.

**CITY OF LAKE WORTH BEACH, FLORIDA**  
**Electric Cost of Service Study**  
**Functionalization of Test Year Revenue Requirements**

<b>Ln No</b>	<b>Function</b>	<i>FY 2020</i> <i>Test Year Amount</i>
1	Production	\$ 40,313,652
2	Transmission and Distribution	\$ 13,863,285
3	Customer	\$ 3,982,058
4	<b>TOTAL REVENUE REQUIREMENTS</b>	<b>\$ 58,158,995</b>

**CITY OF LAKE WORTH BEACH, FLORIDA**  
**Electric Cost of Service Study**

Summary of Demand Allocation Factors

Ln. No.	Customer Class	Average 12 CP		Average Demand			PSC 12 CP Methodology				NCP Demand	
		Demand @ Source (kW)	Percent of Total (%)	2020 Energy at Source (Mwh)	Average Demand (kW)	Percent of Total (%)	Avg. 12 CP @ 12/13 (kW)	Avg. kW @ 1/13 (kW)	Total (kW) (%)		Demand @ Source (kW)	Percent of Total (%)
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)
1	Residential	47,377	59.73%	274,869	31,378	61.05%	43,733	2,414	46,146	59.80%	62,668	62.36%
2	Commercial	22,054	27.81%	120,283	13,731	26.72%	20,358	1,056	21,414	27.75%	25,878	25.75%
3	Commercial Demand	8,979	11.32%	51,126	5,836	11.36%	8,288	449	8,737	11.32%	11,012	10.96%
4	Lighting	902	1.14%	3,951	451	0.88%	833	35	867	1.12%	941	0.94%
5	<b>TOTAL SYSTEM</b>	<b>79,312</b>	<b>100.00%</b>	<b>450,229</b>	<b>51,396</b>	<b>100.00%</b>	<b>73,211</b>	<b>3,954</b>	<b>77,165</b>	<b>100.00%</b>	<b>100,499</b>	<b>100.00%</b>



**CITY OF LAKE WORTH BEACH, FLORIDA**  
**Electric Cost of Service Study**

**Development of Demand Allocation Factors**

Ln. No.	Customer Class	Total FY 2020 Energy (Mwh)	Average 12 CP				Non-Coincident Peak					
			Load Factor (%) [1]	Demand @ Meter (kW)	Delivery Efficiency	Demand @ Source (kW)	Percent of Total (%)	Load Factor (%) [1]	Demand @ Meter (kW)	Delivery Efficiency	Demand @ Source (kW)	Percent of Total (%)
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)
1	Residential	264,974	66.23%	45,671	0.9640	47,377	59.73%	50.07%	60,412	0.9640	62,668	62.36%
2	Commercial	115,953	62.26%	21,260	0.9640	22,054	27.81%	53.06%	24,946	0.9640	25,878	25.75%
3	Commercial Demand	49,286	65.00%	8,656	0.9640	8,979	11.32%	53.00%	10,616	0.9640	11,012	10.96%
4	Lighting	3,808	50.00%	869	0.9640	902	1.14%	47.90%	908	0.9640	941	0.94%
5	<b>TOTAL SYSTEM</b>	<u>434,021</u>		<u>76,457</u>		<u>79,312</u>	<u>100.00%</u>		<u>96,881</u>		<u>100,499</u>	<u>100.00%</u>

[1] Average 12 CP and NCP Load Factors are based on an FPL 2018 Load Research Study filed with the PSC and an analysis of billing demands for the Commercial Demand class.

**CITY OF LAKE WORTH BEACH, FLORIDA**  
**Electric Cost of Service Study**

**Summary of Energy Allocation Factors**

*Fiscal Year 2020*

Ln. No.	Customer Class	Energy (Mwh) [1]		Allocation Factors (%)	
		Energy Sales	Net Generation	Energy Sales	Net Generation
	(a)	(b)	(c)	(d)	(e)
1	Residential	264,974	274,869	<b>61.05%</b>	<b>61.05%</b>
2	Commercial	115,953	120,283	<b>26.72%</b>	<b>26.72%</b>
3	Commercial Demand	49,286	51,126	<b>11.36%</b>	<b>11.36%</b>
4	Lighting	3,808	3,951	<b>0.88%</b>	<b>0.88%</b>
5	<b>TOTAL SYSTEM</b>	<b>434,021</b>	<b>450,229</b>	<b>100.00%</b>	<b>100.00%</b>

[1] A factor of 3.6% was assumed for System Losses based on data received from the City of Lake Worth.

**CITY OF LAKE WORTH BEACH, FLORIDA**  
**Electric Cost of Service Study**

**Summary of Customer Allocation Factors**  
*Fiscal Year 2020*

Ln. No.	Customer Class (a)	Unweighted Customers		Weighted Customers			Unweighted - No Lighting	
		Customers (b)	Factor (c)	Weighting Factor <sup>[1]</sup> (d)	Customers <sup>[2]</sup> (e)	Factor (f)	Customers (g)	Factor (h)
1	Residential	23,758	86.33%	1.00	23,758	85.05%	23,758	88.09%
2	Commercial	3,128	11.37%	1.30	4,066	14.55%	3,128	11.60%
3	Commercial Demand	85	0.31%	1.30	111	0.40%	85	0.32%
4	Lighting	549	1.99%	0.00	0	0.00%	0	0.00%
5	<b>TOTAL SYSTEM</b>	<u>27,519</u>	<u>100.00%</u>		<u>27,934</u>	<u>100.00%</u>	<u>26,970</u>	<u>100.00%</u>

[1] Based on FPL customer charges.

[2] Weighted customers are equal to Column (b), Unweighted Customers multiplied times Column (d), the Weighting Factor.

**CITY OF LAKE WORTH BEACH, FLORIDA**  
**Electric Cost of Service Study**

**Comparison of Load Research Results \***

Ln. No.	<u>Utility</u> (a)	<u>Rate Schedule</u> (b)	<b>12 CP Load Factor</b> (c)	<b>NCP Load Factor</b> (d)
<b><u>Residential Service</u></b>				
1	Florida Power & Light Company	RS-1	66.2%	50.1%
2	Duke Energy Florida	RS-1	54.8%	37.0%
3	Tampa Electric Company	RS	56.0%	45.0%
4	Gulf Power Company	RS	58.4%	38.8%
<b><u>General Service Non-Demand</u></b>				
5	Florida Power & Light Company	GS-1 (less than 21kw)	62.3%	53.1%
6	Duke Energy Florida	GS-1 (no demand breakpoint)	57.6%	45.1%
7	Tampa Electric Company	GS (less than 50 kw)	58.0%	43.0%
8	Gulf Power Company	GS (less than 20 kw)	57.4%	43.5%
<b><u>General Service Demand</u></b>				
9	Florida Power & Light Company	GSD-1 (21 - 499 kw)	72.1%	64.0%
10	Duke Energy Florida	GSD-1 (above 24,000 kwh/year)	74.2%	62.6%
11	Tampa Electric Company	GSD-1 (50 - 999 kw)	75.0%	63.0%
12	Gulf Power Company	GSD-1 (20 - 499 kw)	74.4%	56.4%

\* The information shown for the investor owned electric utilities reflects the results of 2017-2018 Load Research reported to the PSC.

## Section 5 ALLOCATED COST OF SERVICE

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### General

As one of the factors considered in the development of the proposed rate levels and rate structures included herein, certain analyses common in ratemaking have been employed which provide a reasonable indication of the revenue levels required to recover the full cost of service or revenue requirement of each customer class. Since it is not the practice in utility accounting to maintain a subdivision of accounts that will report the cost of rendering service to each customer class, an allocation of costs must be made on the basis of parameters predicated upon the available classifications of operating expense and utility plant.

### Present and Proposed Rate Classifications

The present customer classifications are as follows:

- Residential
- Commercial
- Commercial Demand
- Lighting

### Allocation and Assignment of the Cost of Service

The allocated cost of service was developed, along with the target rate change for each class, based on a comparison of existing rate revenues.

Table No. 5-1 summarizes the results of the allocated COS study. Table No. 5-2 shows the results of the functionalization and classification of the Test Year revenue requirements and Table No. 5-3 summarizes the cost of service by customer class.

The target rate changes by customer class were developed to move toward the cost of service. The projected Test Year revenues under the existing rates and charges, the target revenue adjustments, and the percentage change necessary to recover the revenue requirements to move toward the cost of service for each of the major rate classifications, as summarized from the COS model, are as follows:

Section 5

<b>Test Year 2020</b>			
<b>Customer Class</b>	<b>Total Existing</b>	<b>Target Adjustments</b>	
	<b>Revenue (\$000)</b>	<b>(\$000)</b>	<b>(%) [1]</b>
Residential	\$35,500	\$0	0.0%
Commercial	16,207	(313)	-2.2%
Commercial Demand	6,143	(117)	-2.2%
Lighting	708	30	5.0%
<b>Total System</b>	<b>\$58,559</b>	<b>(\$400)</b>	<b>-0.8%</b>

[1] Percent of existing base rates and PCA revenues.

Based on the cost of service and target adjustments for the Test Year and the projected revenue requirements, the target adjustments for Fiscal Year 2022 can be estimated as follows:

<b>Fiscal Year 2022</b>			
<b>Customer Class</b>	<b>Total Existing</b>	<b>Target Adjustments</b>	
	<b>Revenue (\$000)</b>	<b>(\$000)</b>	<b>(%) [1]</b>
Residential	\$36,200	\$2,896	8.0%
Commercial	16,151	\$808	5.0%
Commercial Demand	6,162	\$308	5.0%
Lighting	700	\$35	5.0%
<b>Total System</b>	<b>\$59,213</b>	<b>\$4,047</b>	<b>6.8%</b>

[1] Percent of existing base rates and PCA revenues.

**CITY OF LAKE WORTH BEACH, FLORIDA**  
**Electric Cost of Service Study**  
**Test Year Cost of Service by Customer Class**

Table No. 5-1  
Page 1 of 2

Line No.	Description	Total	Allocation Factor	Residential	Commercial	Commercial Demand	Lighting	Total
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(j)
3								
4								
5	<b>Production</b>							
6	<b>Production Demand related</b>							
7	Production - D	31,643,020	12 CP	18,923,262	8,781,229	3,582,894	355,635	31,643,020
8	Blank	0	N/A	0	0	0	0	0
9	Blank	0	N/A	0	0	0	0	0
10	Blank	0	N/A	0	0	0	0	0
11	Blank	0	N/A	0	0	0	0	0
12	Blank	0	N/A	0	0	0	0	0
13	<b>Production Energy related</b>							
14	Fuel & PP	8,670,632	Test Year Sales - kWh	5,293,507	2,316,439	984,605	76,080	8,670,632
15	Variable O&M	0	N/A	0	0	0	0	0
16	Blank	0	N/A	0	0	0	0	0
17	Blank	0	N/A	0	0	0	0	0
18	<b>Production Direct Assignment</b>							
19	Direct Assignment A	0	N/A	0	0	0	0	0
20	Other	0	N/A	0	0	0	0	0
21	<b>Total Production</b>	40,313,652		24,216,769	11,097,669	4,567,499	431,715	40,313,652
22	Check	TRUE						
23		40,313,652						
24	<b>Transmission</b>							
25	<b>Demand Related</b>							
26	115 kV	0	N/A	0	0	0	0	0
27	69 kV	0	N/A	0	0	0	0	0
28	115 kV - Sub	0	N/A	0	0	0	0	0
29	69 kV - Sub	0	N/A	0	0	0	0	0
30	Blank	0	N/A	0	0	0	0	0
31	Blank	0	N/A	0	0	0	0	0
32	<b>Direct Assignment</b>							
33	Service 1	0	N/A	0	0	0	0	0
34	Service 2	0	N/A	0	0	0	0	0
35	Blank	0	N/A	0	0	0	0	0
36	<b>Total Transmission</b>	0		0	0	0	0	0
37	Check	TRUE						
38		0						
39	<b>Distribution</b>							
40	<b>Demand Related</b>							
41	Substations	0	N/A	0	0	0	0	0
42	Primary-Dmd	0	N/A	0	0	0	0	0
43	Sec-Dmd	0	N/A	0	0	0	0	0
44	Total Demand	13,863,285	1 NCP	8,644,650	3,569,729	1,519,035	129,872	13,863,285
45	Blank	0	N/A	0	0	0	0	0
46	Blank	0	N/A	0	0	0	0	0
47	<b>Customer Related</b>							
48	Primary-Cust	0	N/A	0	0	0	0	0
49	Sec-Cust	0	N/A	0	0	0	0	0
50	Service Drp	0	N/A	0	0	0	0	0
51	Trans-CR	0	N/A	0	0	0	0	0
52	Total Cust	0	N/A	0	0	0	0	0
53	Blank	0	N/A	0	0	0	0	0
54	<b>Direct Assignment</b>							
55	Lighting	0	N/A	0	0	0	0	0
56	Blank	0	N/A	0	0	0	0	0
57	<b>Total Distribution</b>	13,863,285		8,644,650	3,569,729	1,519,035	129,872	13,863,285
58	Check	TRUE						
59		13,863,285						

**CITY OF LAKE WORTH BEACH, FLORIDA**  
**Electric Cost of Service Study**  
**Test Year Cost of Service by Customer Class**

Table No. 5-1  
Page 2 of 2

Line No.	Description	Total	Allocation Factor	Residential	Commercial	Commercial Demand	Lighting	Total
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(j)
60	<b>Customer</b>							
61	Meters	1,672,339	Weighted Customers	1,422,315	243,408	6,615	0	1,672,339
62	Cust. Accounting	0	Weighted Customers	0	0	0	0	0
63	Cust. Service	2,309,719	Weighted Customers	1,964,403	336,179	9,137	0	2,309,719
64	Sales	0	Weighted Customers	0	0	0	0	0
65	Blank	0	N/A	0	0	0	0	0
66	<b>Total Customer</b>	<b>3,982,058</b>		<b>3,386,718</b>	<b>579,587</b>	<b>15,752</b>	<b>0</b>	<b>3,982,058</b>
67	Check	TRUE						
68		3,982,058						
69	<b>Direct Assignments Other</b>							
70	Lighting Adjustment	0		(90,000)	(50,000)	(50,000)	190,000	0
71	<b>Total Direct Assignment Other</b>	<b>0</b>		<b>(90,000)</b>	<b>(50,000)</b>	<b>(50,000)</b>	<b>190,000</b>	<b>0</b>
72	Check	TRUE						
73								
74	<b>Total Cost of Service</b>	<b>\$ 58,158,995</b>		<b>\$ 36,158,138</b>	<b>\$ 15,196,985</b>	<b>\$ 6,052,286</b>	<b>\$ 751,587</b>	<b>\$ 58,158,995</b>
75	Check	TRUE						
76	Total Unit Cost (\$/kWh)			\$ 0.136	\$ 0.131	\$ 0.123	\$ 0.197	\$ 0.134
77	Base Rate Unit Cost (\$/kWh)			\$ 0.136	\$ 0.131	\$ 0.123	\$ 0.197	\$ 0.134
78								
79								
80	<b>Revenue Adequacy Check</b>							
81	TY Base Rate Revenue	\$35,336,654	TY Base Rate Rev	\$20,873,045	\$9,971,035	\$3,887,574	\$605,000	\$35,336,654
82	TY Other Revenue - PCA	\$15,233,947	PCA	9,660,800	4,148,787	1,424,360	0	15,233,947
83	TY Other Revenue	\$7,988,394	Revenue Req	4,966,479	2,087,373	831,308	103,234	\$7,988,394
84	TY Other Revenue	\$0		\$0	\$0	\$0	\$0	\$0
85	Subtotal	<b>\$58,558,995</b>		<b>\$35,500,324</b>	<b>\$16,207,195</b>	<b>\$6,143,242</b>	<b>\$708,234</b>	<b>\$58,558,995</b>
86	Existing Rate Unit Cost (\$/kwh)			\$ 0.134	\$ 0.140	\$ 0.125	\$ 0.186	\$ 0.135
87								
88	TY Rate Revenue	\$58,558,995		\$35,500,324	\$16,207,195	\$6,143,242	\$708,234	\$58,558,995
89	TY Retail Rate Revenue	\$0	Other Revenue	0	0	0	0	\$0
90	TY Total Rate Revenue	<b>\$58,558,995</b>		<b>\$35,500,324</b>	<b>\$16,207,195</b>	<b>\$6,143,242</b>	<b>\$708,234</b>	<b>\$58,558,995</b>
91								
92	TY Rate Revenue Requirement	\$58,158,995		\$ 36,158,138	\$ 15,196,985	\$6,052,286	\$751,587	\$58,158,995
93	TY Other Retail Rate Revenue	\$0		0	0	0	0	0
94	TY Total Rate Revenue Requirement	<b>\$58,158,995</b>		<b>\$36,158,138</b>	<b>\$15,196,985</b>	<b>\$6,052,286</b>	<b>\$751,587</b>	<b>\$58,158,995</b>
95								
96	<b>Difference \$</b>	<b>(\$400,000)</b>		<b>\$ 657,814</b>	<b>(\$1,010,210)</b>	<b>(\$90,956)</b>	<b>\$43,353</b>	<b>(400,000)</b>
97								
98								
99	<b>Unadjusted Difference \$</b>	<b>(\$400,000)</b>		<b>\$657,814</b>	<b>(\$1,010,210)</b>	<b>(\$90,956)</b>	<b>\$43,353</b>	<b>(400,000)</b>
100	<b>Unadjusted Difference %</b>	<b>-0.8%</b>		<b>2.2%</b>	<b>-7.2%</b>	<b>-1.7%</b>	<b>7.2%</b>	
101								
102	<b>Target Difference \$</b>	<b>(\$400,000)</b>		<b>\$0</b>	<b>(\$313,387)</b>	<b>(\$116,863)</b>	<b>\$30,250</b>	<b>(400,000)</b>
103	<b>Target Difference %</b>	<b>-0.8%</b>		<b>0.0%</b>	<b>-2.2%</b>	<b>-2.2%</b>	<b>5.0%</b>	



**CITY OF LAKE WORTH BEACH, FLORIDA**  
**Electric Cost of Service Study**  
**Classification of Test Year Revenue Requirements**

<b>Ln No</b>	<b>Classification</b>	<i>FY 2020</i> <u><i>Test Year Amount</i></u>
	<b>Production</b>	
1	Demand Related	\$ 31,643,020
2	Energy Related	8,670,632
3	<b>Total Production</b>	<u>\$ 40,313,652</u>
	<b>Transmission and Distribution</b>	
4	Demand Related	\$ 13,863,285
5	Customer Related	0
6	Direct Assignment	0
7	<b>Total Distribution</b>	<u>\$ 13,863,285</u>
8	<b>Customer</b> ( <i>Customer Related</i> )	<u>\$ 3,982,058</u>
9	<b>TOTAL REVENUE REQUIREMENTS</b>	<u><u>\$ 58,158,995</u></u>

**CITY OF LAKE WORTH BEACH, FLORIDA**  
**Electric Cost of Service Study**  
**Results of the Cost of Service Analysis**

Ln No	Customer Class (a)	Test Year 2020			Difference (%) [1] (e)
		Cost of Service (b)	Existing Revenues (c)	Difference (d)	
1	Residential	\$36,158,138	\$35,500,324	(\$657,814)	-2.2%
2	Commercial	15,196,985	16,207,195	1,010,210	7.2%
3	Commercial Demand	6,052,286	6,143,242	90,956	1.7%
4	Lighting	<u>751,587</u>	<u>708,234</u>	<u>(43,353)</u>	-7.2%
5	<b>TOTAL</b>	<u>\$58,158,995</u>	<u>\$58,558,995</u>	<u>\$400,000</u>	<b>0.8%</b>

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[1] Percent of existing base rates and PCA revenues.

**CITY OF LAKE WORTH BEACH, FLORIDA**  
**Electric Cost of Service Study**

**Calculation of Fixed Costs per Customer [1]**

Ln. No.	Description (a)	Residential (b)	Commercial (c)
1	Distribution Fixed Costs [2]	\$8,644,650	\$3,569,729
2	Customer Fixed Costs [2]	\$3,386,718	\$579,587
3	<b>Total</b>	<b>\$12,031,368</b>	<b>\$4,149,316</b>
4	Number of Customers [3]	23,758	3,128
5	Fixed Cost/Customer/Year	\$506.41	\$1,326.51
6	Fixed Cost/Customer/Month	\$42.20	\$110.54
7	Purchased Capacity [2]	\$18,923,262	\$8,781,229
8	Total Including Purchased Capacity	\$30,954,630	\$12,930,545
9	Fixed Cost/Customer/Month	\$108.58	\$344.48
10	Current Minimum Monthly Bill	\$31.40	\$50.00
11	Percent of Line 6	74%	45%
12	Percent of Line 9	29%	15%
13	Proposed Minimum Monthly Bill	\$35.00	\$100.00

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[1] Based on Electric Cost of Service Study.

[2] From Table No. 5-1.

[3] From Table No. 2-1.

## **General Rate Design Criteria**

Rate design is the culmination of a rate study whereby the rates and charges for each customer classification are established in such a manner that the total revenue requirement of the system will be recovered in an equitable manner consistent with the results of the allocated cost of service study and any applicable orders and/or requirements of local, state, and federal regulatory authorities. To the extent possible, rate design should consider and reflect overall revenue stability, historical rate form, conservation considerations, competitiveness with neighboring utility systems, and the policies of those charged with the management and operation of the City.

The proposed rate levels and rate structures developed and submitted to the City for consideration and adoption should continue to meet the following electric utility rate criteria for service provided by municipally owned utilities:

- Electric rates should be based on a rate policy which calls for the lowest possible prices consistent with customer requirements, quality service efficiently rendered, and a payment to the City.
- Electric rates should be simple and understandable.
- Electric rates should be equitable among classes of customers and individuals within classes, taking into consideration the cost of service.
- Electric rates should be designed to encourage the most efficient use of the utility plant and discourage unnecessary or wasteful use of service.
- Electric rates should comply with applicable orders and requirements of local, state and federal regulatory authorities that have jurisdiction.

## **Proposed Rates**

The existing rates and the proposed rates necessary to recover the revenue requirements are summarized on Table No. 6-1. The proposed rates reflect with the required rate changes by class applied to the customer, demand and energy charges. Table No. 6-2 shows calculation of the projected revenues at the proposed rates.

Table No. 6-1 also shows the existing and proposed minimum bills for each rate class. Base on the cost of service shown on Table No. 5-1 and Table No. 5-4, the fixed distribution and customer costs allocated to the residential class are \$8,664,650 and \$3,386,718, respectively, for a total of \$12,051,368. Dividing this total by 23,758 residential customers results in \$507 per customer per year, or approximately \$42 per customer per month. This does not include fixed purchased power costs. Based on this fixed cost per customer, it is proposed that the residential minimum charge be increased

to \$35 per month. Similarly, the fixed distribution and customer costs allocated to the commercial class results in approximately \$111 per customer per month, and it is proposed that the commercial minimum charge be increased to \$100 per month.

## Rate Stabilization Fund

It is recommended that the City establish a Rate Stabilization Fund to use if necessary to avoid variations in customers’ bills because of changes in the cost of purchased power. Section 4.08 of the City’s Bond Resolution states “The issuer may transfer into the Rate Stabilization Fund such moneys which are on deposit in the Utility Reserve Fund as it deems appropriate. The issuer may transfer such amount of moneys from the Rate Stabilization Fund to the Revenue Fund as it deems appropriate.”

## Power Cost Adjustment

It is recommended that a separate rate component continue to be implemented that recovers the cost of purchased power. It is proposed that this factor be calculated every year and adjusted as necessary. The proposed factor includes the variable Stanton costs, capacity and energy purchased power costs, fuel and transmission costs. Table No. 3-4 shows the proposed calculation of the PCA.

## Summary

The following is a comparison of the projected Fiscal Year 2022 revenues produced by applying the projected billing determinants to the existing rates and the proposed rates for each classification, plus an allocation of other revenues:

Customer Class	Fiscal Year 2022		
	Total Existing	Proposed	Rate
	Revenue	Revenue	Adjustment
	(\$000)	(\$000)	(%) [1]
Residential	\$36,200	\$39,096	8.0%
Commercial	16,151	16,959	5.0%
Commercial Demand	6,162	6,470	5.0%
Lighting	700	735	5.0%
<b>Total System</b>	<b>\$59,213</b>	<b>\$63,260</b>	<b>6.8%</b>

[1] Percent of existing base rates and PCA revenues.

**CITY OF LAKE WORTH BEACH, FLORIDA**  
**Electric Cost of Service Study**

Table No. 6-1  
Page 1 of 2

Summary of Existing and Proposed Rates and Charges

Ln. No.	Rate Description (a)	Unit (b)	Existing Rates Effective October 1, 2019 (c)	Proposed Rates Effective April 1, 2022 (d)
<b>Residential Service</b>				
<b>Schedule R-S</b>				
1	Monthly Customer Charge	\$/Mo.	\$10.53	\$10.55
<u>Energy Charges &lt; 1,000 kWh's</u>				
2	Base	\$/kWh	\$0.05148	\$0.07000
3	Power Cost Adjustment	\$/kWh	\$0.03578	\$0.03610
<u>Energy Charges &gt; 1,000 kWh's</u>				
4	Base	\$/kWh	\$0.07880	\$0.09000
5	Power Cost Adjustment	\$/kWh	\$0.03900	\$0.04610
6	Capacity Charge All kWh's	\$/kWh	\$0.01020	-
7	Minimum Bill	\$/Mo.	\$31.40	\$35.00
<b>Commercial Service</b>				
<b>Schedule C-S</b>				
8	Monthly Customer Charge	\$/Mo.	\$16.66	\$17.00
<u>Energy Charges All kWh's</u>				
9	Base	\$/kWh	\$0.07040	\$0.08400
10	Power Cost Adjustment	\$/kWh	\$0.03578	\$0.03820
11	Capacity	\$/kWh	\$0.01020	-
12	Minimum Bill - Single Phase	\$/Mo.	\$50.00	\$50.00
13	Minimum Bill - Poly Phase	\$/Mo.	\$50.00	\$100.00
<b>Commercial TOU Service</b>				
<b>Schedule CT-S</b>				
14	Monthly Customer Charge	\$/Mo.	\$28.97	\$30.00
<u>Energy Charges All kWh's</u>				
15	Off - Peak	\$/kWh	\$0.08460	\$0.08400
16	On - Peak	\$/kWh	\$0.26510	\$0.26000
<b>Commercial Demand Service</b>				
<b>Schedule CD-S</b>				
17	Monthly Customer Charge	\$/Mo.	\$120.00	\$130.00
<u>Energy Charges All kWh's</u>				
18	Base	\$/kWh	\$0.03550	\$0.04950
19	Power Cost Adjustment	\$/kWh	\$0.02890	\$0.03820
20	Capacity	\$/kWh	\$0.01020	-
21	Demand Charge	\$/kW	\$14.48	\$12.00
22	Minimum Bill	\$/Mo.	\$140.00	\$250.00

**CITY OF LAKE WORTH BEACH, FLORIDA**  
**Electric Cost of Service Study**

Table No. 6-1  
Page 2 of 2

Summary of Existing and Proposed Rates and Charges

Ln. No.	Rate Description (a)	Unit (b)	Existing Rates Effective October 1, 2019 (c)	Proposed Rates Effective April 1, 2022 (d)
<b>Commercial Demand TOU Service</b>				
<b>Schedule CDT-S</b>				
23	Monthly Customer Charge	\$/Mo.	\$130.32	\$140.00
<u>Energy Charges All kWh's</u>				
24	Off - Peak	\$/kWh	\$0.06270	\$0.06200
25	On - Peak	\$/kWh	\$0.24320	\$0.24000
26	Demand Charge	\$/kW	\$7.39	\$7.00
<b>Private Area Lighting</b>				
<b>Schedule L-P</b>				
27	175 W Mercury Vapor	\$/Mo.	\$11.63	\$12.21
28	400 W Mercury Vapor	\$/Mo.	\$18.24	\$19.15
29	1,000 W Mercury Vapor	\$/Mo.	\$35.89	\$37.68
30	100 W Sodium Vapor	\$/Mo.	\$9.46	\$9.93
31	250 W Sodium Vapor	\$/Mo.	\$13.58	\$14.26
32	360 W Sodium Vapor	\$/Mo.	\$16.24	\$17.05
33	400 W Sodium Vapor	\$/Mo.	\$16.33	\$17.15
34	48 W LED	\$/Mo.	-	20 \$9.00
35	70 W LED	\$/Mo.	-	29 \$9.70
36	80 W LED	\$/Mo.	-	33 \$9.70
37	101 W LED	\$/Mo.	-	41 \$16.30
38	110 W LED	\$/Mo.	-	45 \$16.30
39	133 W LED	\$/Mo.	-	55 \$16.30
40	150 W LED	\$/Mo.	-	62 \$16.30
41	Wood Pole and Span	\$/Mo.	\$2.55	\$10.00
42	Concrete Pole and Span	\$/Mo.	\$3.82	\$15.00
43	Underground Conductors up to 150 ft	\$/ft/Mo.	\$1.27	\$1.33
44	Underground Conductors 150-300 ft	\$/ft/Mo.	\$2.55	\$2.68
<b>Street Lighting</b>				
<b>Schedule L-S</b>				
45	100 W Sodium Vapor	\$/Mo.	\$7.48	\$7.85
46	150 W Sodium Vapor	\$/Mo.	\$8.89	\$9.33
47	250 W Sodium Vapor	\$/Mo.	\$11.68	\$12.26
48	360 W Sodium Vapor	\$/Mo.	\$14.47	\$15.19
49	400 W Sodium Vapor	\$/Mo.	\$16.28	\$17.09
50	48 W LED	\$/Mo.	-	20 \$9.00
51	70 W LED	\$/Mo.	-	29 \$9.70
52	80 W LED	\$/Mo.	-	33 \$9.70
53	101 W LED	\$/Mo.	-	41 \$16.30
54	110 W LED	\$/Mo.	-	45 \$16.30
55	133 W LED	\$/Mo.	-	55 \$16.30
56	150 W LED	\$/Mo.	-	62 \$16.30
50	Wood Pole and Span	\$/Mo.	\$2.55	\$10.00
57	Concrete Pole and Span	\$/Mo.	\$3.82	\$15.00
58	Underground Conductors up to 150 ft	\$/ft/Mo.	\$1.27	\$1.33
59	Underground Conductors 150-300 ft	\$/ft/Mo.	\$2.55	\$2.68

**CITY OF LAKE WORTH BEACH, FLORIDA**  
**Electric Cost of Service Study**

**Projected Revenues at  
PROPOSED RATES**  
**Fiscal Year Ending September 30, 2022**

Ln. No.	Customer Class Description (a)	Proposed Rate (b)	Billing Determinants (c)	Base Rate Revenue (d)	Power Cost Adjustment (e)	Total Revenue (f)
<b>Residential Regular</b>						
1	Customer Charge	\$ 10.55	286,364	\$ 3,021,140	\$ -	\$ 3,021,140
2	Energy Charge < 1,000 kWhs	\$ 0.07000	210,058,337	14,704,084	-	14,704,084
3	Energy Charge > 1,000 kWhs	\$ 0.09000	56,175,297	5,055,777	-	5,055,777
4	Power Cost Adjustment < 1,000 kWhs	\$ 0.03610	210,058,337	-	7,583,106	7,583,106
5	Power Cost Adjustment > 1,000 kWhs	\$ 0.04610	56,175,297	-	2,589,681	2,589,681
6	Capacity Charge	\$ -	266,233,634	-	-	-
7	<i>Subtotal Residential Regular</i>			\$ 22,781,001	\$ 10,172,787	\$ 32,953,788
<b>Residential Net Metering</b>						
8	Customer Charge	\$ 10.55	1,588	\$ 16,753	\$ -	\$ 16,753
9	Energy Charge < 1,000 kWhs	\$ 0.07000	1,022,362	71,565	-	71,565
10	Energy Charge > 1,000 kWhs	\$ 0.09000	273,407	24,607	-	24,607
11	Power Cost Adjustment < 1,000 kWhs	\$ 0.03610	1,022,362	-	36,907	36,907
12	Power Cost Adjustment > 1,000 kWhs	\$ 0.04610	273,407	-	12,604	12,604
13	Capacity Charge	\$ -	1,295,769	-	-	-
14	<i>Subtotal Residential Net Metering</i>			\$ 112,925	\$ 49,511	\$ 162,437
15	<b>Residential Minimum Bill Revenue</b>	<b>\$35.00</b>	23,160	\$ 566,262	\$ -	\$ 566,262
16	<b>Total Residential</b>		<u>267,529,403</u>	<u>\$ 23,460,188</u>	<u>\$ 10,222,299</u>	<u>\$ 33,682,486</u>
<b>Commercial Regular</b>						
17	Customer Charge	\$ 17.00	37,416	\$ 636,072	\$ -	\$ 636,072
18	Energy Charge	\$ 0.08400	111,923,908	9,401,608	-	9,401,608
19	Capacity Charge	\$ -	111,923,908	-	-	-
20	Power Cost Adjustment	\$ 0.03820	111,923,908	-	4,275,493	4,275,493
21	<i>Subtotal Commercial Regular</i>			\$ 10,037,680	\$ 4,275,493	\$ 14,313,174
<b>Commercial Net Metering</b>						
22	Customer Charge	\$ 17.00	120	\$ 2,040	\$ -	\$ 2,040
23	Energy Charge	\$ 0.08400	550,196	46,216	-	46,216
24	Capacity Charge	\$ -	550,196	-	-	-
25	Power Cost Adjustment	\$ 0.03820	550,196	-	21,017	21,017
26	<i>Subtotal Commercial Net Metering</i>			\$ 48,256	\$ 21,017	\$ 69,274
27	<b>Commercial Minimum Bill Revenue -1Ph</b>	<b>\$50.00</b>	6,240	\$ 205,920	\$ -	\$ 205,920
28	<b>Commercial Minimum Bill Revenue -PolyPh</b>	<b>\$100.00</b>	1,440	\$ 119,520	\$ -	\$ 119,520
29	<b>Total Commercial</b>		<u>112,474,104</u>	<u>\$ 10,411,377</u>	<u>\$ 4,296,511</u>	<u>\$ 14,707,888</u>



**CITY OF LAKE WORTH BEACH, FLORIDA**  
**Electric Cost of Service Study**  
**Projected Revenues at**  
**PROPOSED RATES**  
**Fiscal Year Ending September 30, 2022**

Ln. No.	Customer Class Description (a)	Proposed Rate (b)	Billing Determinants (c)	Base Rate Revenue (d)	Power Cost Adjustment (e)	Total Revenue (f)
	<b>Commercial Service Demand</b>					
30	Customer Charge	\$ 130.00	1,020	\$ 132,600	\$ -	\$ 132,600
31	Energy Charge	\$ 0.04950	49,285,812	2,439,648	-	2,439,648
32	Capacity Charge	\$ -	49,285,812	-	-	-
33	Power Cost Adjustment	\$ 0.03820	49,285,812	-	1,882,718	1,882,718
34	Demand Charge	\$ 12.00	105,763	1,269,156	-	1,269,156
35	<b>Total Commercial Service Demand</b>			\$ 3,841,404	\$ 1,882,718	\$ 5,724,122
36	<b>Total Private Area Lighting</b>		1,233,570	\$ 262,500		\$ 262,500
37	<b>Total Street Lights</b>		2,548,000	\$ 372,750		\$ 372,750
38	<b>TOTAL RATE REVENUES</b>			\$ 38,348,218	\$ 16,401,527	\$ 54,749,746
39	<b>OTHER REVENUES</b>					7,993,439
40	<b>TOTAL REVENUES</b>					\$ 62,743,185
41	<b>ADJUSTED FOR 4/22 EFFECTIVE DATE</b>					\$ 61,154,597

## Section 7 RATE COMPARISONS

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### General

This section provides a summary of the billing effects of the proposed rates for major rate classifications. Specifically, the tables in this section provide for two types of billing comparisons for each major rate classification at various levels of usage which include (i) monthly bills calculated under the City's proposed rates compared with bills calculated under its existing rates, and (ii) monthly bills calculated under the City's existing and proposed rates compared with those calculated under the rates of selected utilities for the billing month of January 2021.

### Existing and Proposed Rates

Table No. 7-1 provides a comparison of monthly bills calculated under the proposed rates and the existing rates over a wide range of usage levels.

### Comparisons with Other Utilities

Table No. 7-2 show the City's existing and proposed rates along with those of other electric utilities. As can be seen from these tables, the City's rates are comparable to other utilities.

**CITY OF LAKE WORTH BEACH, FLORIDA**  
**Electric Cost of Service Study**

**Comparison of Existing and Proposed Residential Service Rates [1]**

Residential Service						
			Existing	Proposed 2022		
Customer Charge		(\$)	\$10.53	\$10.55		
Energy Charge	First 1,000 kWh	(\$/kWh)	\$0.05148	\$0.07000		
Energy Charge	Additional kWh	(\$/kWh)	\$0.07880	\$0.09000		
PCA	First 1,000 kWh	(\$/kWh)	\$0.03578	\$0.03610		
PCA	Additional kWh	(\$/kWh)	\$0.03900	\$0.04610		
Capacity Charge	All kWh	(\$/kWh)	\$0.01020	-		
Minimum Bill			\$31.40	\$35.00		
Total for 1,000 kWh			\$107.99	\$116.65		
Neighboring Utility 1,000 kWh			\$106.47	\$119.37		
Usage (kWh)	Existing		Proposed		Difference	
	Amount (\$)	Unit Cost (Cents/kWh)	Amount (\$)	Unit Cost (Cents/kWh)	Amount (\$)	Unit Cost (Cents/kWh)
<b>500</b>	59.26	11.852	63.60	12.720	4.34	0.868
<b>600</b>	69.01	11.501	74.21	12.368	5.20	0.867
<b>700</b>	78.75	11.250	84.82	12.117	6.07	0.867
<b>800</b>	88.50	11.062	95.43	11.929	6.93	0.867
<b>900</b>	98.24	10.916	106.04	11.782	7.80	0.866
<b>1,000</b>	107.99	10.799	116.65	11.665	8.66	0.866
<b>1,100</b>	120.79	10.981	130.26	11.842	9.47	0.861
<b>1,200</b>	133.59	11.133	143.87	11.989	10.28	0.857
<b>1,300</b>	146.39	11.261	157.48	12.114	11.09	0.853
<b>1,400</b>	159.19	11.371	171.09	12.221	11.90	0.850
<b>1,500</b>	171.99	11.466	184.70	12.313	12.71	0.847
<b>2,000</b>	235.99	11.800	252.75	12.638	16.76	0.838
<b>2,500</b>	299.99	12.000	320.80	12.832	20.81	0.832
<b>3,000</b>	363.99	12.133	388.85	12.962	24.86	0.829
<b>4,000</b>	491.99	12.300	524.95	13.124	32.96	0.824
<b>5,000</b>	619.99	12.400	661.05	13.221	41.06	0.821

[1] Amounts shown reflect single phase, inside the City service.

[2] Proposed Power Cost Adjustment for April 2022.

**CITY OF LAKE WORTH BEACH, FLORIDA**  
**Electric Cost of Service Study**

**Comparison of Existing and Proposed General Service Non-Demand Rates [1]**

		<b>General Service Non-Demand</b>	
		<b>Existing</b>	<b>Proposed 2022</b>
Customer Charge	(\$)	\$16.66	\$17.00
Energy Charge	All kWh (\$/kWh)	\$0.07040	\$0.08400
Power Cost Adjustment	(\$/kWh)	\$0.03578	\$0.03820
Capacity Charge	(\$/kWh)	\$0.01020	-
Minimum Bill - Single Phase		\$50.00	\$50.00
Minimum Bill - Poly Phase		\$50.00	\$100.00
Total for 1,500 kWh		\$191.23	\$200.30

Usage (kWh)	<b>Existing</b>		<b>Proposed</b>		<b>Difference</b>	
	Amount (\$)	Unit Cost (Cents/kWh)	Amount (\$)	Unit Cost (Cents/kWh)	Amount (\$)	Unit Cost (Cents/kWh)
<b>1,000</b>	133.04	13.304	<b>139.20</b>	13.920	6.16	0.616
<b>1,250</b>	162.14	12.971	<b>169.75</b>	13.580	7.62	0.609
<b>1,500</b>	191.23	12.749	<b>200.30</b>	13.353	9.07	0.605
<b>1,750</b>	220.33	12.590	<b>230.85</b>	13.191	10.53	0.601
<b>1,900</b>	237.78	12.515	<b>249.18</b>	13.115	11.40	0.600
<b>2,000</b>	249.42	12.471	<b>261.40</b>	13.070	11.98	0.599
<b>3,000</b>	365.80	12.193	<b>383.60</b>	12.787	17.80	0.593
<b>4,000</b>	482.18	12.055	<b>505.80</b>	12.645	23.62	0.590
<b>5,000</b>	598.56	11.971	<b>628.00</b>	12.560	29.44	0.589
<b>6,000</b>	714.94	11.916	<b>750.20</b>	12.503	35.26	0.588
<b>7,000</b>	831.32	11.876	<b>872.40</b>	12.463	41.08	0.587
<b>8,000</b>	947.70	11.846	<b>994.60</b>	12.433	46.90	0.586
<b>9,000</b>	1,064.08	11.823	<b>1,116.80</b>	12.409	52.72	0.586
<b>10,000</b>	1,180.46	11.805	<b>1,239.00</b>	12.390	58.54	0.585

[1] Amounts shown reflect single phase, inside the City service.  
[2] Proposed Power Cost Adjustment for April 2022.

**CITY OF LAKE WORTH BEACH, FLORIDA**  
**Electric Cost of Service Study**

**Comparison of Existing and Proposed Rates for General Service Demand [1]**

<b>General Service Demand</b>								
					<u>Existing</u>	<u>Proposed 2022</u>		
		Customer Charge		(\$)	\$120.00	\$130.00		
		Demand Charge		(\$/kW)	\$14.48	\$12.00		
		Energy Charge	All kWh	(\$/kWh)	\$0.03550	\$0.04950		
		Power Cost Adjustment		(\$/kWh)	\$0.02890	\$0.03820		
		Capacity Charge		(\$/kWh)	\$0.01020	-		
		Total for 30 kW and 6,000 kWh			\$1,002.00	\$1,016.20		

Demand (kW)	Hours	Usage (kWh)	Existing		Proposed		Difference	
			Amount (\$)	Unit Cost (Cents/kWh)	Amount (\$)	Unit Cost (Cents/kWh)	Amount (\$)	Unit Cost (Cents/kWh)
<b>30</b>	<b>200</b>	<b>6,000</b>	1,002.00	16.700	<b>1,016.20</b>	16.937	14.20	0.237
	<b>300</b>	<b>9,000</b>	1,225.80	13.620	<b>1,279.30</b>	14.214	53.50	0.594
	<b>400</b>	<b>12,000</b>	1,449.60	12.080	<b>1,542.40</b>	12.853	92.80	0.773
<b>150</b>	<b>200</b>	<b>30,000</b>	4,530.00	15.100	<b>4,561.00</b>	15.203	31.00	0.103
	<b>300</b>	<b>45,000</b>	5,649.00	12.553	<b>5,876.50</b>	13.059	227.50	0.506
	<b>400</b>	<b>60,000</b>	6,768.00	11.280	<b>7,192.00</b>	11.987	424.00	0.707
<b>500</b>	<b>200</b>	<b>100,000</b>	14,820.00	14.820	<b>14,900.00</b>	14.900	80.00	0.080
	<b>300</b>	<b>150,000</b>	18,550.00	12.367	<b>19,285.00</b>	12.857	735.00	0.490
	<b>400</b>	<b>200,000</b>	22,280.00	11.140	<b>23,670.00</b>	11.835	1,390.00	0.695

[1] Amounts shown reflect inside the City service, and exclude any applicable primary service discount or power factor correction.

[2] Proposed Power Cost Adjustment for April 2022.

**CITY OF LAKE WORTH BEACH, FLORIDA**  
**Electric Cost of Service Study**

Inter-Utility Comparison of Typical Monthly Electric Bills <sup>[1]</sup>

Ln. No.	Utility	Fuel Adj. \$/1000 kWh	Residential Class							
			250 kWh	500 kWh	750 kWh	1,000 kWh	1,200 kWh	2,000 kWh	2,500 kWh	3,000 kWh
1	City of Lake Worth Beach <b>(Existing)</b>	35.78	34.90	59.26	83.63	107.99	133.59	235.99	299.99	363.99
2	City of Lake Worth Beach <b>(Proposed)</b>	36.10	37.08	63.60	90.13	116.65	143.87	252.75	320.80	388.85
<b><u>Other Florida Municipalities:</u></b>										
3	City of Alachua	10.75	35.18	61.22	87.25	113.29	136.16	227.64	284.82	341.99
4	City of Bushnell	19.00	37.41	64.83	92.24	119.65	141.58	229.30	284.13	338.95
5	Fort Pierce Utilities Authority	(8.00)	31.07	56.12	81.18	108.84	130.96	219.48	274.80	330.12
6	Gainesville Regional Utilities	30.00	41.13	67.25	93.38	123.13	148.87	251.83	316.18	380.53
7	Jacksonville Electric Authority	32.50	31.25	57.00	82.75	108.50	129.10	211.50	263.00	317.00
8	Kissimmee Utilities Authority	(38.28)	31.38	52.58	73.79	94.99	114.48	192.46	241.20	289.93
9	City of Lakeland	35.00	33.22	55.43	77.65	99.87	119.08	198.98	250.07	301.15
10	City of Leesburg	2.50	35.29	58.39	81.48	104.58	127.59	219.63	277.15	334.67
11	City of New Smyrna Beach	15.75	28.70	51.75	74.80	97.85	116.29	190.05	236.15	282.25
12	City of Newberry	5.00	35.00	61.50	88.00	114.50	144.00	228.00	280.50	333.00
13	City of Ocala	14.00	42.91	68.82	94.73	120.64	141.37	224.28	276.10	327.92
14	Orlando Utilities Commission	32.02	36.75	61.00	85.25	109.50	132.90	226.50	285.00	343.50
15	City of Tallahassee	28.08	33.66	59.27	84.89	110.50	130.99	212.96	264.19	315.42
<b><u>Florida Cooperatives</u></b>										
16	Sumter Electric Cooperative	(20.70)	53.48	75.95	98.43	120.90	142.88	230.80	285.75	340.70
17	Central Florida Cooperative	(5.50)	52.58	75.70	98.83	121.95	140.45	214.45	260.70	306.95
18	Clay Electric Cooperative	11.40	43.98	64.95	85.93	106.90	127.44	209.60	260.95	312.30
<b><u>Investor-Owned Utilities: <sup>[2]</sup></u></b>										
19	Florida Power and Light	21.23	32.22	55.60	78.98	102.36	125.44	217.75	275.44	333.13
20	Gulf Power Company	30.70	51.58	82.80	114.03	145.25	170.23	270.15	332.60	395.05
21	Duke Energy	28.11	41.78	71.48	101.17	130.87	160.38	278.43	352.21	425.99
22	Tampa Electric Company	28.56	39.21	62.46	85.71	108.97	131.81	223.18	280.29	337.40

[1] Amounts shown are based on the rates for single phase service and reflect when applicable, inside city service. In addition, amounts include January 2021 fuel adjustments and franchise fees but do not include taxes.

[2] Amounts shown include the energy conservation, capacity, environmental and storm cost recovery charges where appropriate, as filed with the the Florida Public Service Commission (FPSC). Franchise fees of 6 percent are included for each of the IOU's listed.

**CITY OF LAKE WORTH BEACH, FLORIDA**  
**Electric Cost of Service Study**

Inter-Utility Comparison of Typical Monthly Electric Bills <sup>[1]</sup>

Ln. No.	Utility	Fuel Adj. \$/1000 kWh	General Service Non-Demand Class							
			250 kWh	500 kWh	750 kWh	1,000 kWh	1,500 kWh	2,000 kWh	2,500 kWh	3,000 kWh
1	City of Lake Worth Beach ( <b>Existing</b> )	35.78	45.76	74.85	103.95	133.04	191.23	249.42	307.61	365.80
2	City of Lake Worth Beach ( <b>Proposed</b> )	38.20	47.55	78.10	108.65	139.20	200.30	261.40	322.50	383.60
<b><u>Other Florida Municipalities:</u></b>										
3	City of Alachua	10.75	38.99	66.31	93.62	120.93	175.56	230.18	284.81	339.43
4	City of Bushnell	19.00	40.72	71.43	102.15	132.86	194.29	255.72	317.15	378.58
5	Fort Pierce Utilities Authority	(8.00)	33.61	61.37	89.14	116.90	172.43	227.96	283.49	339.02
6	Gainesville Regional Utilities	30.00	63.10	95.20	127.30	159.40	223.60	304.05	384.50	464.95
7	Jacksonville Electric Authority	32.50	33.65	58.05	82.44	106.84	155.64	204.43	253.23	302.02
8	Kissimmee	(38.28)	35.08	59.09	83.09	107.09	155.10	203.10	251.11	299.11
9	City of Lakeland	35.00	35.01	57.01	79.02	101.03	145.04	189.05	233.06	277.08
10	City of New Smyrna Beach	15.75	28.61	51.18	73.74	96.30	141.43	186.55	231.68	276.80
11	City of Ocala	14.00	46.19	72.39	98.58	124.77	177.16	229.54	281.93	334.31
12	Orlando Utilities Commission	32.02	40.30	65.84	91.39	116.93	168.02	219.11	270.20	321.29
13	City of Tallahassee	28.08	32.66	54.39	76.12	97.85	141.31	184.77	228.23	271.69
<b><u>Florida Cooperatives</u></b>										
14	Sumter Electric Cooperative	(20.70)	56.80	80.42	104.05	127.67	174.92	222.17	269.42	316.67
15	Clay Electric Cooperative	17.40	47.68	72.35	97.03	121.70	171.05	220.40	269.75	319.10
<b><u>Investor-Owned Utilities:</u> <sup>[2]</sup></b>										
16	Florida Power and Light	24.49	35.11	58.98	82.84	106.71	154.44	202.17	249.91	297.64
17	Gulf Power Company	30.70	58.79	90.81	122.83	154.86	218.90	282.95	346.99	411.04
18	Duke Energy	30.94	47.66	79.32	110.98	142.64	205.97	269.29	332.62	395.94
19	Tampa Electric Company	31.67	43.91	68.68	93.44	118.21	167.75	217.28	266.81	316.35

[1] Amounts shown are based on the rates for single phase service and reflect when applicable, inside city service. In addition, amounts include January 2021 fuel adjustments and franchise fees but do not include taxes.

[2] Amounts shown include the energy conservation, capacity, environmental and storm cost recovery charges where appropriate, as filed with the the Florida Public Service Commission (FPSC). Franchise fees of 6 percent are included for each of the IOU's listed.

**CITY OF LAKE WORTH BEACH, FLORIDA**  
**Electric Cost of Service Study**

[Inter-Utility Comparison of Typical Monthly Electric Bills \[1\]](#)

		<b>General Service Demand Class</b>								
		30 kW			150 kW			500 kW		
Ln. No.	Utility	6,000 kWh	12,000 kWh	18,000 kWh	30,000 kWh	60,000 kWh	90,000 kWh	100,000 kWh	200,000 kWh	300,000 kWh
1	City of Lake Worth Beach <b>(Existing)</b>	1,002	1,450	1,897	4,530	6,768	9,006	14,820	22,280	29,740
2	City of Lake Worth Beach <b>(Proposed)</b>	1,016	1,542	2,069	4,561	7,192	9,823	14,900	23,670	32,440
<b><u>Other Florida Municipalities:</u></b>										
3	Fort Pierce Utilities Authority	719	1,196	1,673	3,439	5,822	8,206	11,370	19,316	27,262
4	Gainesville Regional Utilities	976	1,548	2,120	4,482	7,341	10,200	14,705	24,235	33,765
5	Jacksonville Electric Authority	737	1,137	1,537	3,345	5,345	7,345	10,952	17,619	24,286
6	Kissimmee	701	1,080	1,459	3,284	5,179	7,074	11,618	17,099	22,580
7	City of Lakeland	637	980	1,324	3,017	4,734	6,452	9,958	15,683	21,409
8	City of New Smyrna Beach	721	1,205	1,690	3,469	5,891	8,314	10,859	18,434	26,009
9	City of Ocala	700	1,140	1,579	3,301	5,498	7,695	11,522	18,634	25,746
10	Orlando Utilities Commission	683	1,029	1,374	3,265	4,993	6,720	10,796	16,554	22,312
11	City of Tallahassee	804	1,115	1,365	3,720	5,275	6,524	12,162	17,284	21,417
<b><u>Florida Cooperatives</u></b>										
12	Sumter Electric Cooperative	680	1,099	1,518	3,069	5,163	7,257	10,038	17,018	23,998
<b><u>Investor-Owned Utilities:</u> <sup>[2]</sup></b>										
13	Florida Power and Light	693	998	1,304	3,352	4,879	6,407	11,926	16,524	21,121
14	Gulf Power Company	767	1,261	1,754	3,638	6,105	8,573	14,461	20,620	26,779
15	Duke Energy	784	1,182	1,579	3,858	5,846	7,833	12,789	19,382	25,975
16	Tampa Electric Company	741	1,060	1,379	3,576	5,173	6,770	11,847	17,169	22,491

[1] Amounts shown are based on the rates for single phase service and reflect when applicable, inside city service. In addition, amounts include January 2021 fuel adjustments and franchise fees but do not include taxes.

[2] Amounts shown include the energy conservation, capacity, environmental and storm cost recovery charges where appropriate, as filed with the the Florida Public Service Commission (FPSC). Franchise fees of 6 percent are included for each of the IOU's listed.



## GLOSSARY [1]

**Administrative and general expenses:** Expenses of an electric utility relating to the overall directions of its corporate offices and administrative affairs, as contrasted with expenses incurred for specialized functions. Examples include office salaries, office supplies, advertising, and other general expenses.

**AMI:** Advanced Metering Infrastructure is a term denoting electricity meters that measure and record usage data at a minimum, in hourly intervals, and provide usage data to both consumers and energy companies at least once daily.

**Base rate:** A fixed kilowatthour charge for electricity consumed that is independent of other charges and/or adjustments.

**Bulk power transactions:** The wholesale sale, purchase, and interchange of electricity among electric utilities. Bulk power transactions are used by electric utilities for many different aspects of electric utility operations, from maintaining load to reducing costs.

**Capacity (purchased):** The amount of energy and capacity available for purchase from outside the system.

**Capacity charge:** An element in a two-part pricing method used in capacity transactions (energy charge is the other element). The capacity charge, sometimes called Demand Charge, is assessed on the amount of capacity being purchased.

**Capacity factor:** The ratio of the electrical energy produced by a generating unit for the period of time considered to the electrical energy that could have been produced at continuous full power operation during the same period.

**Capital cost:** The cost of field development and plant construction and the equipment required for industry operations.

**Class rate schedule:** An electric rate schedule applicable to one or more specified classes of service, groups of businesses, or customer uses.

**Classes of service:** Customers grouped by similar characteristics in order to be identified for the purpose of setting a common rate for electric service. Usually classified into groups identified as residential, commercial, industrial, and other.

**Coincidental demand:** The sum of two or more demands that occur in the same time interval.

**Coincidental peak load:** The sum of two or more peak loads that occur in the same time interval.

**Consumer charge:** An amount charged periodically to a consumer for such utility costs as billing and meter reading, without regard to demand or energy consumption.

**Cost of service:** A ratemaking concept used for the design and development of rate schedules to ensure that the filed rate schedules recover only the cost of providing the electric service at issue. This concept attempts to correlate the utility's costs and revenue with the service provided to each of the various customer classes.

**Demand charge:** That portion of the consumer's bill for electric service based on the consumer's maximum electric capacity usage and calculated based on the billing demand charges under the applicable rate schedule.

**Distribution system:** The portion of the transmission and facilities of an electric system that is dedicated to delivering electric energy to an end-user.

**Electric rate:** The price set for a specified amount and type of electricity by class of service in an electric rate schedule or sales contract.

**Electric rate schedule:** A statement of the electric rate and the terms and conditions governing its application, including attendant contract terms and conditions that have been accepted by a regulatory body with appropriate oversight authority.

**Electricity sales:** The amount of kilowatthours sold in a given period of time; usually grouped by classes of service, such as residential, commercial, industrial, and other. "Other" sales include sales for public street and highway lighting and other sales to public authorities, sales to railroads and railways, and interdepartmental sales.

**Energy charge:** That portion of the charge for electric service based upon the electric energy (kWh) consumed or billed.

**Federal Energy Regulatory Commission (FERC):** The Federal agency with jurisdiction over interstate electricity sales, wholesale electric rates, hydroelectric licensing, natural gas pricing, oil pipeline rates, and gas pipeline certification. FERC is an independent regulatory agency within the Department of Energy and is the successor to the Federal Power Commission.

**FERC guidelines:** A compilation of the Federal Energy Regulatory Commission's enabling statutes; procedural and program regulations; and orders, opinions, and decisions.

**Fixed cost (expense):** An expenditure or expense that does not vary with volume level of activity.

**Fixed operating costs:** Costs other than those associated with capital investment that do not vary with the operation, such as maintenance and payroll.

**Investor-owned utility (IOU):** A privately-owned electric utility whose stock is publicly traded. It is rate regulated and authorized to achieve an allowed rate of return.

**Kilowatt (kW):** One thousand watts.

**Kilowatthour (kWh):** A measure of electricity defined as a unit of work or energy, measured as 1 kilowatt (1,000watts) of power expended for 1 hour. One kWh is equivalent to 3,412 Btu.

**Load diversity:** The difference between the peak of coincident and noncoincident demands of two or more individual loads.

**Load factor:** The ratio of the average load to peak load during a specified time interval.

**Megawatt (MW):** One million watts of electricity.

**Megawatthour (MWh):** One thousand kilowatt-hours or 1million watt-hours.

**Noncoincident demand:** Sum of two or more demands on individual systems that do not occur in the same demand interval.

**Noncoincidental peak load:** The sum of two or more peak loads on individual systems that do not occur in the same time interval. Meaningful only when considering loads within a limited period of time, such as a day, week, month, a heating or cooling season, and usually for not more than 1 year.

**O&M:** Operation and Maintenance.

**Peak demand:** The maximum load during a specified period of time.

**Purchased power:** Power purchased or available for purchase from a source outside the system.

**Rate schedule (electric):** The rates, charges, and provisions under which service is supplied to the designated class of customers.

**Ratemaking authority:** A utility commission's legal authority to fix, modify, approve, or disapprove rates as determined by the powers given the commission by a State or Federal legislature.

**Rates:** The authorized charges per unit or level of consumption for a specified time period for any of the classes of utility services provided to a customer.

**Time-of-day rate:** The rate charged by an electric utility for service to various classes of customers. The rate reflects the different costs of providing the service at different times of the day.

**Watt (W):** The unit of electrical power equal to one ampere under a pressure of one volt. A Watt is equal to 1/746 horse power.

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[1] From U. S. Energy Information Administration Glossary  
<https://www.eia.gov/tools/glossary/index.php?id=xyz>.

RESOLUTION NO. 69-2021 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, PROVIDING FOR RATES, FEES AND CHARGES, AND REGULATIONS FOR ALL ELECTRICITY SOLD BY THE CITY OF LAKE WORTH BEACH, FLORIDA FOR USE OF ELECTRIC LIGHT AND POWER SYSTEM; REPEALING ALL RESOLUTIONS IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Lake Worth Beach, Florida, is authorized and required to fix uniform and adequate rates for its service; and

WHEREAS, the rates set forth herein are just and equitable and serve a valid public purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA as follows:

Section 1. Definitions: For the purpose of this resolution, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural in the present tense include the future, words in the plural include the singular, and words in the singular include the plural.

- A. "Shall" is always mandatory and not merely directory.
- B. "Net Metering Accounts" are those customer accounts with the City's Electric Utility where the customer has applied to the City's Electric Utility; installed a Customer-Owned Renewable Generation System (as defined in the Net Metering Program Rules and Regulations); executed a City Interconnection Agreement; has been approved by the Electric Utility for interconnection with the City's electric system; and, remains in compliance with the City's Net Metering Program. All rates applicable to Net Metering Accounts are governed by Resolution No. 45-2019 (as may be amended from time to time).
- C. "Purchased Power Cost Adjustment (PCA)" The cost of electricity is affected by the price of fuel and the purchase price of power supply. The PCA is an adjustment charge caused by an increased or decreased in the cost to purchase or supply power to customers. It is shown on the customer's bill as a credit or a surcharge to the price per kilowatt-hour. The customer's utility bill may have a credit, as the cost of power supply decreases, or it may have a surcharge when the costs increase.

Section 2. The following schedules shall be the rates charged and the regulations imposed by the City of Lake Worth Beach, Florida, on all electric power sold by the City of Lake Worth Beach, Florida for lighting, heating and power purposes, to wit:

- A. Regular Residential Electric (Schedule R-S)

1. Designation: Regular Residential Electric
2. Applicable: For domestic electric purposes in private residences and individually metered apartments. Residential rates shall apply for electric energy used in commonly-owned facilities in condominiums and cooperative apartment buildings, subject to the following criteria:
  - a. 100% of the energy is used exclusively for the co-owner's benefit.
  - b. None of the energy is used in any endeavor which sells or rents a commodity or provides service for a fee.
  - c. Each point of delivery will be separately metered and billed.
  - d. A responsible legal entity is established as the customer to whom the City of Lake Worth Beach can render its bills for said service.
  - e. A cooperative or condominium requesting residential rates shall apply for the rate and establish the above criteria.
3. Limitations: Auxiliary and stand-by generation or resale of the electric energy not permitted hereunder. Recognized rooming houses, tourist homes and dwellings accommodating more than four paying guests supplied through a single meter will not be served under this schedule.
4. Service: Single phase, 60 cycles at available standard voltage. Three phase service may be furnished but only under special arrangements and at the option of the City of Lake Worth Beach.
5. Monthly Rates:
  - a. Customer Charge: A fixed charge based on the cost of preparing and delivering a bill, which will be applied to each electric account receiving a bill. \$10.53 per month.
  - b. Energy Charge per kWh
6. The rates listed above include all administrative charges from the City of Lake Worth Beach.
7. Purchased Power Cost Adjustment Charge:
  - A. Purchased Power Cost Adjustment Charge will be applied as set forth below.

	<b>First 1,000 KWH's</b>	<b>Excess</b>
Base Energy-kWh	0.05148	0.0788
Fuel	0.03578	0.0390
Capacity	0.01020	0.0102
<b>Total</b>	<b>0.09746</b>	<b>0.1280</b>

8. Outside City Limits Surcharge: A surcharge for electric use outside the City of Lake Worth Beach, Florida, municipal limits shall be charged as set forth below.
9. Minimum Bill: The minimum bill for electric use shall be charged at \$31.40 per month.

**B. Regular Commercial Service (Schedule C-S)**

1. Designation: Regular Commercial Electric.
2. Applicable: For commercial, industrial, and governmental use within the territory served by the Electric Distribution System of the City of Lake Worth Beach, as available and at the option of the City.
3. Limitations: For consumers who own renewable energy facilities (such as wind, solar power or home fuel cells), resale of the electric energy is not permitted hereunder.
4. Service: Single or three phase, 60 cycles and at any available standard voltage, at the option of the City of Lake Worth Beach.
5. Monthly Rates:
  - a. Customer Charge: A fixed charge based on the cost of preparing and delivering a bill which will be applied to each electric account receiving a bill. \$16.66 per month.
  - b. Charge per kWh.

	<b>All kWhs</b>
Base Energy - kWh	0.0704
Fuel	0.03578
Capacity	0.0102
<b>Total</b>	<b>0.11638</b>

6. The rates listed above includes all administrative charges from the City of Lake Worth Beach.
7. Purchased Power Cost Adjustment Charge: A Purchased Power Cost Adjustment Charge will be applied as set forth below.
8. Outside City Limits Surcharge: A surcharge for electric use outside the City of Lake Worth Beach, Florida, municipal limits shall be charged as set forth below.
9. Minimum Bill: The minimum bill for electric use shall be \$50.00 per month.

**C. Demand Commercial Service (Schedule CD-S)**

1. Designation: Demand Commercial Electric
2. Applicable: For customers who qualifies for service under Schedule C-S above and has a peak demand of 18 kW or greater for three (3) consecutive months:
3. Limitations: Auxiliary or stand-by service or resale not permitted hereunder.
4. Service: Single or three phase, 60 cycles and at any available standard voltage, at the option of the City of Lake Worth Beach.
5. Monthly Rates:
  - a. Customer Charge: A fixed charge based on the cost of preparing and delivering a bill, which will be applied to each electric account receiving a bill. \$120.00 per month.
  - b. Charge per KWH

	All kWhs	Demand - KW
Base Energy-kWh	0.0355	\$ 14.48
Fuel	0.0289	
Capacity	0.0102	
<b>Total</b>	<b>0.0746</b>	<b>\$14.48</b>

6. The rates listed above include all administrative charges from the City of Lake Worth Beach.
7. Billing Demand: The maximum 15 minute measured demand in the month, subject to power factor adjustment.
8. Power Factor Adjustment: When demand is measured with a kW meter and customer's power factor in any month is below 95% the measured demand may be adjusted to 95% power factor.
9. Purchased Power Cost Adjustment Charge:
  - A. Purchased Power Cost Adjustment Charge will be applied as set forth below.
10. Outside City Limits Surcharge: A surcharge for electric use outside the City of Lake Worth Beach, Florida, municipal limits shall be charged as set forth below.
11. Minimum Bill: The minimum bill for electric use shall be \$140.00 per month.

D. Regular Time of Use Commercial Service (Schedule CT-S)

1. Designation: Time of Use Commercial Service
2. Applicable: For commercial, industrial, and governmental use within the territory served by the Electric Distribution System of the City of Lake Worth Beach, as available and at the option of the City.
3. Limitations: For consumers who own renewable energy facilities (such as wind, solar power or home fuel cells), resale of the electric energy is not permitted hereunder.
4. Service: Single or three phase, 60 cycles and at any available standard voltage, at the option of the City of Lake Worth Beach.
5. Monthly Rates:
  - a. Customer Charge: A fixed charge based on the cost of preparing and delivering a bill which will be applied to each electric account receiving a bill. \$28.97 per month.
  - b. Energy Charge:
    - i. Off Peak \$0.0846 per kWh
    - ii. On Peak \$0.2651 per kWh
    - iii. Determination of Off-Peak Period: October – May: The off-peak period is defined as the hours between 1:00 p.m. and 6:00 a.m., Monday through Friday and all day Saturday and Sunday. In addition, the following holidays will also be considered off-peak: New Year's Day, Memorial Day, Thanksgiving Day, and Christmas Day. June – September: The off-peak period is defined as the hours between 7:00 p.m. and 2:00 p.m., Monday through Friday and all day Saturday and Sunday. In addition, the following holidays will also be considered off-peak: Independence Day and Labor Day. All other hours are considered on peak hours.

6. Term of Contract: One year and thereafter until terminated at the option of either party by the giving of not less than thirty (30) days advance written notice of the effective date of termination.
  7. Purchased Power Cost Adjustment Charge: A Purchased Power Cost Adjustment Charge will be applied as set forth below.
  8. Outside City Limits Surcharge: A surcharge for electric use outside the City of Lake Worth Beach, Florida, municipal limits shall be charged as set forth below.
  9. Minimum Bill: The minimum bill for electric use shall be \$50.00 per month.
- E. Time of Use Demand Commercial Service (Schedule CDT-S)
1. Designation: Time of Use Demand Commercial Service
  2. Applicable: For commercial, industrial, and governmental use within the territory served by the Electric Distribution System of the City of Lake Worth Beach, as available and at the option of the City.
  3. Limitations: For consumers who own renewable energy facilities (such as wind, solar power or home fuel cells), resale of the electric energy is not permitted hereunder.
  4. Service: Single or three phase, 60 cycles and at any available standard 416 voltage, at the option of the City of Lake Worth Beach.
  5. Monthly Rates:
    - a. Customer Charge: A fixed charge based on the cost of preparing and delivering a bill which will be applied to each Electric account receiving a bill. \$130.32 per month.
    - b. Energy Charge:
      - i. Off Peak \$0.0627 per kWh
      - ii. On Peak \$0.2432 per kWh
      - iii. Demand Charge: \$7.39 per kW.
      - iv. Billing Demand: The maximum 15 minute measured demand in the month, subject to power factor adjustment.
      - v. Power Factor Adjustment: When demand is measured with a kW 438 meter and customer's power factor in any month is below 95% the measured demand may be adjusted to 95% power factor.
      - vi. Determination of Off-Peak Period: October – May: The off-peak period is defined as the hours between 1:00 p.m. and 6:00 a.m., Monday through Friday and all day Saturday and Sunday. In addition, the following holidays will also be considered off-peak: New Year's Day, Memorial Day, Thanksgiving Day, and Christmas Day.
      - vii. June – September: The off-peak period is defined as the hours between 7:00 p.m. and 2:00 p.m., Monday through Friday and all day Saturday and Sunday. In addition, the following holidays will also be considered off-peak: Independence Day and Labor Day. All other hours are considered on peak hours.
  6. Term of Contract: One year and thereafter until terminated at the option of either party by the giving of not less than thirty (30) days advance written notice of the effective date of termination.
  7. Purchased Power Cost Adjustment Charge: A Purchased Power Cost Adjustment Charge will be applied as set forth below.
  8. Outside City Limits Surcharge: A surcharge for electric use outside the City of Lake Worth Beach, Florida, municipal limits shall be charged as set forth below.
  9. Minimum Bill: The minimum bill for electric use shall be \$140.00 per month.



F. Electric Vehicle Charging Level II (Schedule EV2-S)

1. Designation: Electric Vehicle Charging Level II
2. Applicable: For City owned public electric vehicle Level II charging stations.
  - a. None of the energy is used in any endeavor which sells or rents a commodity or provides service for a fee.
  - b. Each point of delivery will be separately metered and billed.
  - c. Limitations: Auxiliary and stand-by generation or resale of the electric energy not permitted hereunder.

3. Energy Charge per kWh

	<b>All KWH's</b>
Base Energy-kWh	0.05148
Fuel	0.03578
Capacity	0.0102
<b>Total</b>	<b>0.09746</b>

4. The rates listed above include all administrative charges from the City of Lake Worth Beach.
5. Purchased Power Cost Adjustment Charge:
  - A. Purchased Power Cost Adjustment Charge will be applied as set forth below.
6. Outside City Limits Surcharge: A surcharge for electric use outside the City of Lake Worth Beach, Florida, municipal limits shall be charged as set forth below.

G. Private Area Lighting (Schedule L-P)

1. Designation: Private Area Lighting
2. Applicable: For year-round outdoor security lighting of yards, driveways, walkways, parking lots, parks, and other areas, under the following conditions:
  - a. Lights to be served hereunder shall be at locations that are easily and economically accessible to the City of Lake Worth Beach equipment and personnel for construction and maintenance.
  - b. Original location of lighting fixtures shall be by mutual agreement and shall not be located so as to create a public nuisance.
  - c. Any relocation requested by customer after installation shall be made at customer's expense. All new lighting units provided under this Schedule shall be the high pressure sodium vapor (conservation lighting) type.
3. Limitations:
  - a. Auxiliary and stand-by generation or resale of the electric energy not permitted hereunder.
  - b. The City of Lake Worth Beach, while exercising reasonable diligence at all times to furnish service hereunder, does not guarantee continuous lighting and will not be liable for damages for any interruption, deficiency or failure of service and reserves the right to interrupt service at any time for necessary repairs to lines or equipment.

4. **Service:** Service includes lamp renewals, energy from approximately dusk each day until approximately dawn the following day and maintenance of facilities. The City of Lake Worth Beach will replace all burned out lamps and will maintain its facilities during regular daytime working hours as soon as practicable following notification by the customer that such work is necessary. The City of Lake Worth Beach shall be permitted to enter the customer's premises at all reasonable times for the purpose of inspecting, maintaining, installing and removing any or all of its equipment and facilities. Single phase, 60 cycles at available standard voltage. Three phase service may be furnished but only under special arrangements and at the option of the City of Lake Worth Beach.
5. **Term of Service:** Not less than one (1) year.
6. **Monthly Rates:** A fixed monthly charge based on the number of units installed shall be charged based on the following schedule.
  - a. **Standard Lighting:**

Description Unit Cost per Month 175 Watt (7,000 Lumen) \$11.63

Mercury-Vapor Existing Pole Street Light Unit on	
400 Watt (20,500 Lumen) Mercury-Vapor Street Light Unit on Existing Pole	\$18.24
1,000 Watt (55,000 Lumen) Mercury-Vapor Street Light Unit on Existing Pole Conservation Lighting: Description 100 Watt (9,500 Lumen) High Pressure Sodium Vapor Street Light Unit on Existing Pole	\$35.89 unit cost per month \$9.46
250 Watt (27,500 Lumen) High Pressure Sodium Vapor Street Light Unit on Existing Pole	\$13.58
360 Watt High Pressure Sodium Vapor Street Light Unit on Existing Pole	\$16.24
400 Watt (50,000 Lumen) High Pressure Sodium Vapor Street Light Unit on existing pole Appurtenances: Description Wood Pole and span of Overhead Conductors or Pole used only for Light	\$16.33 unit cost per month \$2.55
Concrete Pole and Span of Overhead Conductors or Pole used only for Light	\$3.82
Underground Conductors up to 150 feet	\$1.27
Underground Conductors from 150 feet to 300 feet	\$2.55

7. **Purchased Power Cost Adjustment Charge:** A Purchased Power Cost Adjustment Charge will be applied as set forth below.
  8. **Outside City Limits Surcharge:** A surcharge for electric use outside the City of Lake Worth Beach, Florida, municipal limits shall be charged as set forth below
- H. **Street Lighting (Schedule L-S)**
1. **Designation:** Street Lighting
  2. **Applicable:** For lighting of public right-of ways. All new lighting units provided under this Schedule shall be the high pressure sodium vapor (conversation) type.
  3. **Limitations:**
    - a. Auxiliary and stand-by generation or resale of the electric energy not permitted hereunder.

- b. The City of Lake Worth Beach, while exercising reasonable diligence at all times to furnish service hereunder, does not guarantee continuous lighting and will not be liable for damages for any interruption, deficiency or failure of service and reserves the right to interrupt service at any time for necessary repairs to lines or equipment.
- c. Should the City of Lake Worth Beach be required by the customer to replace the street light(s) with a light (or lights) of another type or rating, then the customer may be required to pay the estimated labor, vehicle use and other direct costs involved in replacing the fixtures.
- 4. Service: Service includes lamp renewals, energy from approximately dusk each day until dawn the following day and maintenance of City of Lake Worth Beach owned street lighting systems.
- 5. Term of Service: For not less than ten (10) years for City of Lake Worth Beach facilities or customer will be required to pay depreciated cost of installed facilities plus cost of removal.
- 6. Monthly Rates:
  - a. A fixed monthly charge based on the number of units installed shall be charged based on the following schedule.
  - b. Conservation Lighting:

Description Unit Cost per Month

100 Watt (9,500 Lumen) High Pressure Sodium Vapor Street Light Unit on Existing Pole	\$7.48
150 Watt (27,500 Lumen) High Pressure Sodium Vapor Street Light Unit on Existing Pole	\$8.89
250 Watt (27,500 Lumen) High Pressure Sodium Vapor Street Light Unit on Existing Pole	\$11.68
360 Watt High Pressure Sodium Vapor Street Light Unit on Existing Pole	\$14.47
400 Watt (50,000 Lumen) High Pressure Sodium Vapor Street Light Unit on existing pole	\$16.28

- c. Appurtenances:

Description Unit Cost per Month

Wood Pole and span of Overhead Conductors \$2.55 or Pole used only for Light  
 Concrete Pole and Span of Overhead Conductors \$3.82 or Pole used only for Light  
 Underground Conductors up to 150 feet \$1.27  
 Underground Conductors from 150 feet to 300 feet \$2.55

- 7. Purchased Power Cost Adjustment Charge:
  - A. Purchased Power Cost Adjustment Charge will be applied as set forth below.
- 8. Outside City Limits Surcharge:
  - A. Surcharge for electric use outside the City of Lake Worth Beach, Florida, municipal limits shall be charged as set forth below.

Section 3. Purchased Power Cost Adjustment (PCA): A Purchased Power Cost Adjustment Charge (PCA) shall be established each month for energy sales during that month as follows:

A+B+C+D  
 X (1+F)  
 E

where:

A = The actual purchased power costs for the month and includes power supply from all sources including St. Lucie, Stanton, Purchase Power and generating fuel & transmission

B = Purchased Power cost paid in customer rates for month, which is equal to (PCA from last month plus base power costs) divided by 1 plus system loss estimate (7 percent) times MWh's of purchased power (Purchased power includes power supply & transmission from all resources)

C = Projected power supply cost for up to next twelve months

D = Projected power supply costs recovered in base rates remainder of year, which is equal to the projected purchased power in MWh's times base rate divided by 1 plus system losses (estimated at 7 percent)

E = The projected sales over remainder of year equal to projected MWh's of purchased power divided by 1 plus system losses (estimated at 7 percent)

F = The contribution factor to the General Fund of the City.

The base power cost included in the base rates is \$ 81.80 per MWh.

The purchased power cost adjustment charge will be reconciled periodically but at a minimum of once a year and trued up between estimated billing units defined as MWh's of purchased power divided by 1 plus system losses and actual billing units.

The calculation of the purchased power cost adjustment will be lagging by two months. For example, the power supply for the month of September will be charged to customers beginning in November that year.

Section 4. Surcharge For Service Outside The Municipal Limits: With respect to any residents, premises and/or users outside the corporate limits of the City of Lake Worth Beach, Florida, where such residents, premises and/or users now or hereafter have or use electrical utility service with the electrical system of the City of Lake Worth Beach, they shall be charged a rate for the electricity they use equal to the charge established for service to the residents, premises and/or users within the City of Lake Worth Beach, Florida, plus any applicable taxes or fees that are required in the Code of Ordinances or Resolutions of the specific jurisdiction in which those accounts reside. Such taxes and fees are collected by the City of Lake Worth Beach and remitted directly to the appropriate County or Municipal entity.

Section 5. Nothing in this resolution shall prohibit the City of Lake Worth Beach from entering into an agreement to provide electricity and electric utility services to or within any unit of government or governmental subdivision with terms and conditions other than contained herein.

Section 6. All resolutions or parts of resolutions in conflict herewith are expressly repealed.

Section 7. If any provision of this resolution or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications

of the resolution, which can be given effect without the invalid provision or application, and to this end the provisions of this resolution are declared severable.


Section 8. This resolution shall be in effect for billings issued on or after October 1, 2021.

The passage of this resolution was moved by Commissioner McVoy, seconded by Commissioner Stokes and upon being put to a vote, the vote was as follows:

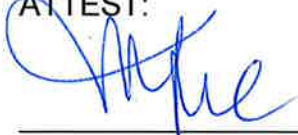
Mayor Betty Resch	AYE
Vice Mayor Herman Robinson	AYE
Commissioner Sarah Malega	AYE
Commissioner Christopher McVoy	AYE
Commissioner Kimberly Stokes	AYE

The Mayor thereupon declared this resolution duly passed and enacted on the 27<sup>th</sup> day of September 2021.

LAKE WORTH BEACH CITY COMMISSION

By:   
Betty Resch, Mayor

ATTEST:



Melissa Ann Coyne, City Clerk

