

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE CITY OF DEFUNIAK SPRINGS
AND
FLORIDA PUBLIC EMPLOYEES, COUNCIL 79, AFSCME, AFL-CIO
2022-2025



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AGREEMENT

THIS AGREEMENT is between the CITY OF DEFUNIAK SPRINGS, hereinafter called the City, and the FLORIDA PUBLIC EMPLOYEES COUNCIL 79, AFSCME, AFL-CIO, which is an affiliate of the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter called the Union, representing the employees of the CITY OF DEFUNIAK SPRINGS as recognized in PERC Certification 1227, November 20, 1998, and as may be amended from time to time by PERC.

PREAMBLE

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

WHEREAS, it is the intention of the parties to this Agreement to set forth the entire agreement with respect to matters within the scope of negotiations.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties do agree as follows:

Article 1 - RECOGNITION

SECTION 1 - Inclusions

- (A) The City of DeFuniak Springs recognizes Florida Public Employees Council 79, American Federation of State, County and Municipal Employees, AFL CIO (also referred to in this Agreement as "Council 79," "AFSCME" or the Union), as the exclusive representative for the purposes of collective bargaining with respect to wages, hours, and terms and conditions of employment for all employees included in PERC Certification 1227.
- (B) The bargaining unit for which this recognition is accorded is as defined in the certification issued by the Florida Public Employees Relations Commission, hereinafter also referred to as "PERC", Certification number 1227, issued November 20, 1998, and as may be subsequently amended by PERC.
- (C) This Agreement applies to all full-time employees of the City of DeFuniak Springs in the classifications and positions listed in Appendix A of this Agreement, except for those full-time employees excluded in Section 2 of this Article. For Communications Officers/911 Dispatchers, all references in this Agreement to City Manager are to be treated as referring to City Marshal; all references in this Agreement to Department Head or Director are to be

treated as referring to Supervising Lieutenant; and all references in this Agreement to Supervisor are to be treated as referring to Communications Officer Supervisor.

SECTION 2 - Exclusions

- (A) All employees of the City of DeFuniak Springs in positions not included in Appendix A to this Agreement are excluded from the bargaining unit.
- (B) The City recognizes the integrity of this bargaining unit, and will not use temporary, substitute or out-sourced labor for the purpose of eroding this bargaining unit.

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 City will notify the Union by providing a copy of the City's application to PERC seeking the exclusion of the position from the bargaining unit.
- (B) When the City determines it is appropriate to create a new job title/classification or to redefine or restructure an existing bargaining unit job title/ classification, the City shall notify the Union within thirty (30) days of its implementation and rate of pay. The Union shall have thirty (30) days from the date of notification to challenge the title/classification and/or rate of pay.
- (C) When the City decides that a revision to a classification specification or other document describing the duties assigned to a classification is necessary; the City Manager shall notify the Union in writing of the proposed changes. The Union shall notify the City Manager, in writing, within thirty (30) calendar days of receipt of the notification, of any comments it has concerning the proposed changes, or of its desire to negotiate the proposed change(s).
- (D) If a dispute arises and the parties are unable to reach an agreement to any matter related to this article, then either or both parties may (in addition to arbitration), submit such dispute to the Public Employees Relations Commission (PERC) for final resolution.

SECTION 4 - Classification Plan

When the City decides that a revision of its Classification Plan is necessary, the City agrees to negotiate with the Union over any impact on employees covered by this Agreement.

SECTION 5 - Abolished Jobs

When the City determines it is appropriate to remove or abolish an existing bargaining unit title/classification, the City shall notify the Union within thirty (30) days of its implementation. The Union shall have thirty (30) days from the date of notification to challenge the action of the City.

Article 2 - DUES CHECKOFF

SECTION 1 - Deductions

- (A) During the term of this Agreement, the City agrees to deduct union membership dues and uniform assessments, if any, in an amount established by the Union and certified in writing by the President of Council 79 to the City, from the pay of those employees in the bargaining unit who individually make such request on a written check-off authorization form provided by the Union (Appendix B). The City will make such deduction 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 assessments or increases in dues in writing at least thirty (30) days prior to its 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) Employee organization 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 the President of Council 79, by the City on a monthly basis, along with a list containing names, social security numbers, department designation and the amount deducted, of the employees for whom the remittance is made.
- (B) The City will forward the list and deductions to the Union within thirty (30) days after the deductions are made.
- (C) Employees' transfers or promotions within this bargaining unit shall not require the submission of a new dues authorization form.

SECTION 3 - Insufficient Pay for Deduction

In the event an employee's salary earnings within any pay period, after deductions for withholding, social security, retirement, and insurance, are not sufficient to cover dues and any uniform assessments, it will be the responsibility of the Union to collect its dues and uniform assessments for that pay period directly from the employee.

SECTION 4 - Termination of Deduction

Deductions for Union dues and/or uniform assessments shall continue until either: 1) revoked by the employee by providing the City and the Union with thirty (30) days written notice that the employee is terminating the prior 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 the bargaining unit. When an employee returns from an approved leave status, dues deductions shall continue if that employee had previously submitted a Dues Check-Off Authorization Form.

SECTION 5 - Administrative Fee

The Union shall pay the City an administrative fee of \$50.00 per year for dues deduction.

SECTION 6 - Indemnification

The Union shall indemnify, defend, and hold the City, its officers, officials, agents, and employees, harmless against any claim, demand, suit, or liability (monetary or otherwise) and for all legal costs arising from any action taken or not taken by the City, its officials, agents, and employees, in complying with this Article. The Union shall promptly refund to the City any funds received in accordance with this Article which are in excess of the amount of dues and/or uniform assessments which the City or its agencies have agreed to deduct, provided that the City shall raise this issue with the Union in writing within 90 (ninety) days of any such excess payment.

SECTION 7 - Exceptions

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

SECTION 8 - Processing the Dues Check-Off/P.E.O.P.L.E. Authorization Forms

- (A) The Dues Check-Off Authorization Form and P.E.O.P.L.E. contribution authorization form supplied by the Union shall: (1) be in strict conformance; (2) be the only forms supplied by bargaining unit employees who wish to initiate such deductions; and (3) contain all the information required for processing prior to submission to the City.
- (B) Changes in the Authorization Forms required by (A) above will not affect deductions authorized by forms that the parties have previously agreed to.
- (C) Forms that are incorrectly filled out or do not contain all the information necessary for payroll processing will be returned to the Union.
- (D) Employees may complete electronic Dues Check-Off/P.E.O.P.L.E. Authorizations.

Article 3 – NO DISCRIMINATION

Neither the City nor the Union shall discriminate against any employee for any reason prohibited under Florida Statutes, Federal Law, or any local ordinance. If any provision of this Agreement is in conflict with any Federal or State law or any rules having the effect of law, the law or rule shall prevail. It is understood and agreed that discrimination claims shall be handled in accordance with federal and state law and shall not be subject to the grievance procedure contained in this agreement.

Article 4 - UNION ACTIVITIES AND EMPLOYEE REPRESENTATION

It is the policy of the Union and the City that the local Union officer designated by AFSCME shall be responsible for all Union decisions relating to employee representation and Union activities covered by this Agreement. The parties agree that the designated local Union officer may delegate certain activities; provided, however, that such officer or a member of the Council 79 staff will handle those Union activities that require action by or coordination with the City.

SECTION 1 - Definitions

- (A) The term "Steward", as used in this Agreement, shall mean an employee of the City of DeFuniak Springs covered by this Agreement who has been designated by AFSCME to investigate grievances, represent grievants in the grievance procedure, and carry out other activities authorized by the terms of this Agreement.
- (B) The term "permanent status," as used in this Agreement, shall be an employee of the City of DeFuniak Springs covered by this Agreement who has completed 12 months probationary employment with a satisfactory

evaluation.

- (C) The term "Employee Representative," as used in this Agreement, shall mean an AFSCME Representative other than an employee of the City of DeFuniak Springs who has been designated by AFSCME to investigate grievances, represent grievants in the grievance procedure and carry out other activities on behalf of AFSCME.

SECTION 2 - Designation of Employee Representatives

- (A) Upon request of the City, on no more than a quarterly basis, AFSCME shall furnish a list of Stewards, Staff Representatives, and Administrative Staff. The City will not recognize any person as a Steward, Staff Representative, or Administrative Staff whose name does not appear on the list.
- (B) The Union shall be authorized to select two (2) Stewards to serve as employee representatives, in addition to the local Union officer designated by AFSCME.
- (C) When an employee has been appropriately designated to serve as a Steward in accordance with Paragraph (B) and the City has been notified in accordance with Paragraph (A) the Steward shall be authorized to investigate grievances and represent grievants in accordance with Articles 4, 5 and 6 on their own time, except that a Union officer or Steward may represent a bargaining unit employee who requests such representation in a disciplinary matter without loss of pay, provided that:
 - 1) The time spent by the Union officer or Steward shall be the minimum amount of time necessary to represent the employee.
 - 2) If no Steward is located in the grievant's work unit, or the Steward is unavailable, the employee shall select a Steward from the list supplied to the City by AFSCME.
 - 3) The Union officer or Steward shall notify his department head in advance of any time off necessary to represent an employee in accordance with this article.
- (D) AFSCME Council 79 Staff Representatives or Regional/Field Coordinators may administer grievances at any step in the grievance procedure but will remain bound by the terms of the grievance procedure.

SECTION 3 - Bulletin Boards

- (A) Where City-controlled bulletin boards are available, the City agrees to provide space on such bulletin boards measuring nine (9) square feet for Union use. Where bulletin boards are not available, the City agrees to provide wall space measuring nine (9) square feet for Union-purchased bulletin boards.
- (B) Materials posted on these bulletin boards shall not contain anything that violates, or has the effect of violating any law, rule, or regulation.
- (C) Posting must be dated and bear the signature of an authorized Union representative.

SECTION 4 - Employee Lists

Upon request of the President of AFSCME Council 79 on no more than a quarterly basis, the City will provide the Union with personnel data from the bargaining unit database at no cost to the Union. The data will include employees'; names, home addresses, work locations, classification titles, and other data elements as identified by the Union that are not confidential under state law. This information will be prepared on the basis of the latest information available in the database at the time of the request. This shall be in EXCEL format.

SECTION 5 - Class Specifications/Rules

The City will provide the designated local Union officer with a copy of its current rules and regulations and its current pay plan. The City will provide copies of any revisions to these documents when such revisions become necessary.

SECTION 6 - Representative Access

- (A) The City agrees those accredited representatives of the Union, whether Local Union Representatives, Council Representatives, International Union Representatives, or their agents, shall have access to the any premises of the City which are available to the public.
- (B) If any area of the City's premises is restricted to the public, permission must be requested from the City Manager to enter such areas and such permission will not be unreasonably denied. Such access shall be during the regular working hours of the employees and shall be for the purpose of carrying out the terms of this Agreement.

SECTION 7 - Consultation

- (A) In order to provide a means for continuing communication between the City and the Union, and upon request of the designated local Union officer or his/her designee, not more than four (4) representatives of the Union, including no more than two (2) bargaining unit employees, shall meet and consult with the City Manager and and/or other City representatives designated by the City Manager concerning terms and conditions covered by this Agreement. Such meetings shall be held at a time and place designated by the City Manager in consultation with the Union representative requesting the meeting.
- (B) All consultation meetings will be scheduled after giving due consideration to the availability and work location of all parties. If a consultation meeting is held or requires reasonable travel time during the working hours of any employee participant, such participant shall be excused without loss of pay for that purpose.
- (C) The purpose of all consultation meetings shall be to discuss matters relating to the administration of this Agreement affecting unit employees. It is understood that these meetings shall not be used for the purpose of discussing pending grievances or for negotiation purposes. The parties shall exchange agenda indicating the matters they wish to discuss no later than seven (7) calendar days prior to the scheduled meeting date.
- (D) Decisions reached through consultation meetings shall be reduced to writing and a copy shall be provided to the City Manager and the AFSCME Staff Representative within fourteen (14) days following the meeting.

SECTION 8 - Negotiations

The Union agrees that all collective bargaining is to be conducted with the designated representative of the City. No negotiations will occur at any other level. Three (3) employees of the bargaining unit, selected by the Union, shall participate in negotiations as the Union's bargaining committee. One of such employees shall participate in negotiating sessions without loss of pay when such negotiating sessions are held during the employee's regular hours of work.

SECTION 9 - Representation Upon Request

The City shall not interfere with, restrain, or attempt to coerce an employee's right to Union representation upon request as a means of acting collectively for mutual aid and protection.

SECTION 10 - New Hire Orientation

AFSCME shall be permitted to have a packet of printed material included in the packets provided to employees during new hire orientation. AFSCME shall be permitted to set up a table with a representative and information available for employees during annual insurance and benefits open enrollment meetings.

SECTION 11 - AFSCME Conventions, Conferences, and Trainings

The City will provide up to five (5) days per year, unpaid, for the AFSCME Local Union President or his designee to attend AFSCME conventions, conferences, and/or trainings.

Article 5 – DISCIPLINE

- (A) The City and the Union agree that the City has the right to discipline employees for just cause. When effecting discipline against an employee, the City agrees that the generally accepted principles of progressive discipline will govern all disciplinary actions. In the event an employee receives an Oral Reprimand and is not subsequently disciplined for the same offense in the succeeding 12 (twelve) months, the Oral Reprimand will become void as to that offense, will be marked as “void” as to that offense, and will not be used in further progressive disciplinary action as to that offense. The employee will be provided with a copy of the voided Oral Reprimand.
- (B) In the event an employee receives a Written Reprimand and is not subsequently disciplined for the same offense in the succeeding 12 (twelve) months, the Written Reprimand will become void as to that offense, will be marked as “void” as to that offense, and will not be used in further progressive disciplinary action as to that offense. The employee will be provided with a copy of the voided Written Reprimand.

Article 6 – GRIEVANCE PROCEDURE

SECTION 1 – General Provisions

- (A) The City and the Union encourage informal resolution of employee complaints. To that end, employees should present such complaints for review and discussion as soon as possible to the city representative who has authority to address the complaint. Such review and discussions should be held with a view to reaching an understanding that will resolve the complaint in a manner satisfactory to the employee, without need for recourse to the formal grievance procedure prescribed by this Article. If the complaint is not resolved by such informal discussion, the employee may proceed to file a grievance consistent with the provisions of this Article.

- (B) "Grievance" means a dispute filed with the City, using the appropriate grievance form, concerning the interpretation or application of a specific provision of this Agreement. The filing or pendency of any grievance under the provisions of this Article shall in no way impede or delay the right of the City to take the action complained of, subject, however, to the final disposition of the grievance. This grievance Procedure shall be the sole and exclusive means of addressing employee complaints except where an employee may also file complaints with appropriate State and/or Federal Agencies.
- (C) "Grievant" means an employee or group of employees who has/have filed a grievance in a dispute over the interpretation or application of this Agreement. The City shall in no way impede or interfere with the right of an employee or group of employees to pursue a grievance(s) pursuant to this Article. The Union may file a grievance in a dispute over a provision of this Agreement that confers rights upon the Union.
- (D) All grievances must be filed within fifteen (15) days following the act or omission giving rise to the grievance, or the date on which the employee knew, or reasonably should have known, of the event if that date is later. Only those acts or omissions and sections of the Agreement identified at Step 1 may be considered at subsequent steps.
- (E) For purposes of this grievance procedure, "days" shall refer to calendar days.
- (F) Neither the City nor the Union shall retaliate against any employee who participates in the procedures set forth in this Article.
- (G) If a grievance meeting is held or requires reasonable travel time during the working hours of the grievant or any required participant, such person shall be excused without loss of pay for that purpose.
- (H) Each grievance and appeal to arbitration must be submitted in writing on the appropriate form. Proof of delivery shall be accomplished by hand delivery with a receipt, email, or by U. S. Postal Service delivery postmark date by Certified Return Receipt Requested Mail.
- (I) A grievant who decides to use this grievance procedure shall, prior to the Step 1 meeting, choose whether to be represented by the Union. If the grievant is not represented by the Union, the City shall timely notify the Union so that the Union is given reasonable opportunity to be present at any meetings called for the resolution of the grievance. The processing of the grievance and any resolution will be in accordance with the procedures established in this Agreement. The Union shall not be bound by a grievance decision in a grievance in which the grievant chose not to be represented by the Union.
- (J) If a grievance arises from the action of the City Manager, the grievance shall be initiated at Step 2 of the grievance procedure.

SECTION 2 – Procedures

(A) Step 1.

The employee or Steward/employee representative shall file the grievance with the appropriate Department Head, who shall schedule a meeting with the grievant, the grievant's Steward/employee representative, the grievant's Supervisor, and any other appropriate individuals to discuss and resolve the grievance. The Department Head shall provide a written decision on the grievance within fifteen (15) days following receipt of the grievance at Step 1 unless additional time is mutually agreed to in writing. The grievant shall have the right to present any evidence in support of the grievance at the Step 1 meeting. The decision shall be provided to the grievant and to the Steward/employee representative. In the case of an employee who elects not to be represented by the Union, a copy of the decision will be provided to the designated local Union officer. The decision shall be transmitted by personal delivery with written documentation of receipt, or by U.S. Certified Mail, Return Receipt Requested. The City's Representative shall make available to the grievant and the Steward/employee representative, all documentation referenced in the Step 1 decision prior to issuance. All documents referred to in the decision and any additional documents presented by the grievant shall be attached to the decision. If the Step 1 decision does not result in the resolution of the grievance, and the employee is dissatisfied with the written decision at Step 1, the grievant or the grievant's Steward/employee representative may, within fifteen (15) days following receipt of the decision, appeal the grievance to Step 2 of the grievance procedure. In the absence of any agreement to extend the period for issuing the Step 1 decision, the grievant, or Union/employee representative as appropriate, may proceed to Step 2 if the grievant Steward/employee representative has not received the written decision by the end of the 15th day following the receipt of the written grievance at Step 1.

(B) Step 2.

If the grievance is not satisfactorily resolved at Step 1, the grievant or the grievant's Steward/employee representative may, within fifteen (15) days following receipt of the Step 1 decision (or within fifteen days following the date on which the Step 1 decision was due), file a written appeal of the grievance with the City Manager. The City Manager shall schedule a meeting to discuss the grievance within fifteen (15) days following receipt of the Step 2 appeal. The City Manager shall issue a written decision on the grievance within fifteen (15) days following the Step 2 meeting unless additional time is mutually agreed to in writing. In the absence of an agreement to extend the period for issuing the Step 2 decision, the grievant may proceed to arbitration if the written decision at Step 2 has not been received by the end of the fifteenth day. A copy of this decision shall be sent to the Union if the grievant

elected not to be represented by the Union. The decision shall be transmitted by personal delivery with written documentation of receipt or by U. S. Certified Mail, Return Receipt Requested.

(C) Step 3 – Arbitration

1. If the grievance is not resolved at Step 2 the grievant or the Union may appeal the grievance to arbitration upon written notice to the City Manager by the designated local union officer or the designated AFSCME Staff Representative, within fifteen (15) days after receipt of the Step 2 decision (or within 15 days after the date the Step 2 decision was due).
2. The City and the Union may, by written agreement, submit related grievances for hearing before the same arbitrator.
3. The parties shall select an arbitrator by requesting a panel of at least nine (9) arbitrators, from the Federal Mediation and Conciliation Service. The arbitrator will be selected by alternative striking of arbitrators. The party that paid the fee to the FMCS will have the option of striking first or second. The parties will make a good faith effort to complete the selection process within fifteen (15) days after receipt of the panel. The Union will notify the selected arbitrator of his/her selection and arrange for the date, time, and location of the hearing, in cooperation with the designee of the City.
4. Arbitration hearings shall be held on the premises of the City of Defuniak Springs unless the parties agree otherwise.
5. The arbitrator may fashion an appropriate remedy based upon the evidence presented to resolve the grievance. The remedy shall be final and binding on the City, the Union, the grievant(s), and the employees. In considering a grievance, the arbitrator shall be governed by the following provisions and limitations:
 - a. The arbitrator shall issue his/her decision not later than sixty (60) days from the date of the closing of the hearing or the submission of briefs, whichever is later.
 - b. The arbitrator's decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the precise issue(s) submitted.
 - c. The arbitrator shall have no authority to determine any other issue.

- d. The arbitrator shall limit his/her decision strictly to the application and interpretation of the specific provisions of this Agreement raised in the grievance and in the City's response.
6. The arbitrator shall be without power or authority to make any decisions:
- a. Contrary to or inconsistent with, adding to, subtracting from, or modifying, altering, or ignoring in any way the terms of this Agreement or the provisions of applicable law or rules or regulations having the force and effect of law; or
 - b. Limiting or interfering in any way with the powers, duties, and responsibilities of the City under its Charter, applicable law, and rules and regulations having the force and effect of law, except as such powers, duties, and responsibilities have been abridged, delegated, or modified by the expressed provisions of this Agreement, provided, however, that the arbitrator shall have the ability to mitigate disciplinary action.
 - c. Which has the effect of restricting the discretion of the City Manager as otherwise granted by law.
7. The arbitrator's award may include a monetary award to the grievant(s); however, the following limitations shall apply to such monetary awards:
- a. The award shall not exceed the amount of pay the employee would have earned at his/her regular rate of pay and shall not include overtime, on-call, or any other speculative compensation that might have been earned; and
 - b. The award shall not exceed the actual loss to the grievant, and shall be reduced by replacement compensation received by the employee during the period of time affected by the award; and
 - c. The award shall not be retroactive to a date earlier than the date of the occurrence of the event giving rise to the grievance under consideration.
8. The fees and expenses of the arbitrator, plus compensation to the prevailing party for expenses of its representatives, attorneys, and witnesses, shall be paid by the non-prevailing party. The Union will not be responsible for costs of an arbitration to which it was not a party.

SECTION 3 – Time Limits

- (A) Failure to initiate or appeal a grievance within the time limits specified shall be deemed a waiver and abandonment of the grievance, and the grievance shall be considered to be resolved in accordance with the management decision.
- (B) Claims of either an untimely filing or untimely appeal shall be made at the Step in question.
- (C) The number of days indicated at each Step should be considered as a maximum, and every effort should be made to expedite the process. However, the time limits specified in any Step of this procedure may be extended by written agreement.
- (D) In the event that any action falls due on a Saturday, Sunday, or City, State or Federal holiday, the action will be considered timely if it is accomplished by 5:00 p.m. on the following business day.

SECTION 4 – Exceptions

- (A) Nothing in this Article or elsewhere in this Agreement shall be construed to permit the Union or an employee to process a grievance on behalf of any employee without the employee's consent.
- (B) An employee who has not attained permanent status may file only non-disciplinary grievances under this Agreement.

Article 7 – LAYOFFS AND RECALL

SECTION 1 – Layoffs

Should it become necessary to lay off employees the City shall first dismiss any temporary employees and employees who have not achieved permanent status with the City. The City shall then determine the remaining number of positions which must be reduced and shall accomplish such layoffs by laying off the appropriate number of employees in reverse order of seniority, with the least senior employee being laid off first and proceeding through the least senior employees until the required number of layoffs have been accomplished.

SECTION 2 - Recall

When a vacancy occurs or a new position is established for which a laid off employee is qualified, such employees shall be offered re-employment in order of their length of service with the City, with the most senior laid off employee being recalled first and proceeding in order of seniority until all available positions have been filled. A permanent

employee of the City shall retain such recall rights for a period of one (1) year following their layoff from the City.

SECTION 3 - Job Security and Notice

The City shall notify the Union at least thirty (30) days in advance of its intent to lay off bargaining unit employees. Once notified the Union shall have the right to meet and confer with the City within the thirty (30) day period over the effect of the layoff.

SECTION 4 - Seniority

Seniority shall be defined as the employee's length of continuous service with the City. Seniority shall be broken when an employee leaves employment with the City for any reason other than an approved leave of absence with or without pay, or layoff as described above. An employee who leaves the City may have their seniority reinstated if they are subsequently rehired in the same classification within one (1) year of separation.

Article 8 – FILLING OF VACANCIES

Vacancies in bargaining unit positions will be filled in accordance with City personnel policies.

Article 9 – CLASSIFICATION REVIEW

- (A) When an employee believes that he/she is being required to perform duties that are not included in their official position description or are not reasonably related to their regular official duties, the employee may request a meeting, with Union representation, to discuss this concern with the Department Head. If the matter is not resolved at that level, the employee may, within seven (7) calendar days of the meeting with the Department Head, submit a request in writing to the City Manager for an audit of the employee's position. The City Manager will respond in writing to the employee's request for an audit within thirty (30) calendar days after receipt of the request. If the audit determines that the employee is performing duties that are not appropriate to the position, the City will either remove those duties or, if the employee is performing duties of a higher level job, the City will promote the employee to the higher level position, or will remove the higher level duties and compensate the employee at the higher level of pay for the number of days which the employee performed the higher level of duties after requesting a meeting with the Department Head.
- (B) If an employee believes that he/she is regularly being required to carry an inequitable workload quota the employee may request a meeting, with Union representation, with the Department Head to discuss these concerns. If the employee's concerns are not resolved at that level, the employee may, within seven (7) days of that meeting, request in writing that the City Manager review the employee's concern about inequitable workloads. The City Manager will

conduct an investigation and provide a written response to the employee within thirty (30) calendar days after receipt of the employee's written request.

- (C) The City Manager's decision in these matters shall be final and shall not be subject to the grievance procedure.

Article 10 – PERSONNEL RECORDS

- (A) The City agrees that there shall be one official personnel file for each employee, which shall be maintained at the Administrative office of the City Manager. It is recognized that Departments or Supervisors may maintain duplicate personnel files for appropriate reasons. Such duplicate files may contain part, or all of the items filed in the official personnel file, however, such duplicate files may not contain any items that are not filed in the official personnel file. Information in any personnel file shall only refer to matters concerning or affecting the employee's job or be related to the employee's employment with the City.
- (B) If any negative material is placed in an employee's personnel file or any duplicate file, a copy will be sent to the employee. The employee will have the right to respond in writing to any such material filed, and the employee's response will be attached to that document in the employee's file or any duplicate file.
- (C) An employee will have the right to review the employee's official file or any duplicate file at reasonable times under the supervision of the designated records custodian.
- (D) Where the City Council, the City Manager, the Florida Public Employees Relations Commission, an arbitrator, the courts, or any other statutory authority determines that a document has been placed in an employee's personnel file in error, or is otherwise invalid, such document will be stamped in bold face type and not less than one inch high letters – "INVALID PUBLIC DOCUMENT", in red ink. A copy of the marked document shall be provided to the employee. The record shall be maintained as specified in the State of Florida General Records Schedule GS1 for State and Local Government Records, as promulgated by the Department of State; provided, however, that the document shall be removed upon the employee's written request in accordance with the foregoing records schedule.

Article 11 – HEALTH AND SAFETY

- (A) The City agrees to make every reasonable effort to provide employees a safe and healthy working environment. This includes maintaining facilities, vehicles, and equipment in accordance with state adopted OSHA rules and other applicable state and city standards. The City will provide appropriate health and safety training for use of required equipment and materials. Material Safety Data Sheets will be maintained at the appropriate Department. No employee shall be subjected to disciplinary action for failing to perform acts that violate the above referenced safety standards.
- (B) The City's Safety Committee will meet at least quarterly and will address specific health and safety concerns raised by bargaining unit employees. The Union shall select one employee to serve on such committee.
- (C) When an employee becomes aware of an unsafe or unhealthful situation or practice, the employee shall immediately report that situation or practice to the supervisor of the area in which the situation exists. The employee may at any time make a written report to the City Manager of an unsafe or unhealthful situation or practice. The City Manager will cause an investigation to be made and a written report of the action taken shall be provided to the area supervisor and the reporting employee within thirty (30) calendar days.
- (D) The City shall be responsible for identifying the need of employees for any particular safety equipment, clothing, or supplies. The City at no cost to the employee shall provide such materials, equipment or supplies to the employee.

Article 12 – PERFORMANCE APPRAISALS

When an employee's performance is reviewed or appraised, the employee shall receive a copy of any written performance appraisal document before it is placed in the employee's official file. The employee shall have the right to provide a written rebuttal to any information that the employee disputes in that appraisal. A copy of the employee's response shall be attached to the appraisal in the employee's file.

Article 13 - LEAVES OF ABSENCE

SECTION 1-Annual Leave

- (A) Bargaining unit employees with at least six consecutive months of employment in a full-time permanent position shall accrue and use annual leave as follows:

Years of Full-Time Service	Leave Hours Earned per Pay Period	Leave Hours Earned per Year	Leave Days Earned per Year (8 hr. workday)
Hire date through 5 th year employment	4	104	13
5 th year employment through 10 th year employment	5	130	16.25
10 th year employment through 20 th year employment	6	156	19.5
20 th year employment or more years	7	182	22.75

- (B) Maximum annual leave accumulation shall not exceed two hundred forty (240) hours at the end of the calendar year on December 31st. Unused annual leave above two hundred forty (240) hours will be forfeited by the employee at the end of the calendar year. However, in the event an employee with more than two hundred forty (240) hours of accrued annual leave can show that annual leave was requested during the calendar year and denied due to the City's needs, the employee will be permitted to carry over accrued leave in excess of two hundred forty (240) hours into the next calendar year.
- (C) Leave for employees working less than forty (40) hours per week shall be prorated appropriately.
- (D) Annual leave of more than three (3) consecutive days must be requested in writing at least two weeks in advance unless it is impossible for the employee to do so.
- (E) Requests for annual leave shall be granted or denied at the discretion of the department head, with particular regard to operational demands, seniority, and the requests of employees.
- (F) Employees shall not accrue annual leave during months in which they are on unpaid leave or other unpaid status for more than one-half of the workdays of the month.

SECTION 2—Sick Leave

Employees shall accrue and use sick leave in accordance with City personnel policies, except:

1. The City shall establish a formal plan that provides for an employee to donate his personal sick leave hours to another employee in the bargaining unit.
2. Participation in the sick leave transfer plan shall at all times be voluntary on the part of the donating employee and the receiving employee.
3. An employee may participate in the plan by voluntarily donating sick leave hours, provided that a minimum of 80 hours of sick leave remain in such employee's account following the sick leave donation.
4. Transferred sick leave credits shall have no termination value.
5. Any employee who misses three (3) consecutive workdays or more shall be required to submit immediately upon his/her return to work a written doctor's excuse for all days missed during the period.

SECTION 3 - Military Leave

- (A) Bargaining unit employees who are members of the National Guard or U.S. armed forces reserves shall receive paid leave of up to two-hundred and forty (240) hours per year for required training, in accordance with Section 115.07, Florida Statutes. In addition, bargaining unit employees who are members of the Florida National Guard and are called to active duty shall receive paid leave of up to thirty (30) days at any one time, in accordance with Section 250.48, Florida Statutes. An employee must present a copy of his/her military orders to his/her Department head not more than 48 hours after receiving them, in order to receive military leave under this section. Additional military leave may be requested and shall be granted and charged as administrative leave without pay.
- (B) If a bargaining unit employee leaves the City's employ and joins the U.S. armed forces, he/she shall be entitled to reemployment with the City after discharge from the military in accordance with the Uniformed Services Employment and Reemployment Rights Act.

SECTION 4 - Bereavement Leave

Employees who suffer the death of an immediate family member (parent, child, spouse, sibling, grandparent, brother-in-law, sister-in-law, or grandchild of either spouse) shall be granted up to three (3) days of bereavement leave, which must be taken within three (3) calendar days before the funeral or within five (5) calendar days after the funeral. Bereavement leave shall not be charged against the employee's accrued sick, annual or compensatory leave earnings.

SECTION 5 - Civil Leave

- (A) All permanent employees selected for jury duty shall be entitled to civil leave with pay for the period of absence required. Such leave shall not be charged against the employees' sick, annual or compensatory leave earnings.
- (B) Employees who are subpoenaed to appear as a witness in a judicial or administrative proceeding shall be entitled to civil leave for the period required, unless the litigation is of a private nature and the employee is a litigant therein.
- (C) All employees shall be granted up to one (1) hour of civil leave on election days to cast their ballots.

SECTION 6 - Family and Medical Leave

- (A) Bargaining unit employees are entitled to time off for family and medical purposes in accordance with the federal Family and Medical Leave Act (FMLA) and this section. A family or medical leave of absence is defined as an approved absence available to eligible employees for up to 12 weeks of paid or unpaid leave per year under particular circumstances that are critical to the life of a family. Family or medical Leave (FML) leave may be taken:
 - on the birth of an employee's child;
 - on the placement of a child for adoption or foster care with an employee;
 - when an employee is needed to care for a child, spouse, or parent who has a serious health condition; or
 - when an employee is unable to perform at least one of the essential functions of his or her position because of the employee's own serious health condition.

(B) If an employee is entitled to both FML leave and paid leave under another City policy, the employee must take the paid leave first. The total amount of paid and unpaid leave available to an employee for family or medical reasons is 12 weeks per year.

(C) Eligibility

To be eligible for FML leave, an employee must have been employed with the City for at least 12 months and must have worked at least 1250 hours during the 12- month period preceding the beginning of the leave.

(D) Notice

When the need for leave is foreseeable, such as the birth of a child, the placement in adoption or foster care of a child, or planned medical treatment, the employee must provide reasonable prior notice to the City so that it does not unduly disrupt City operations. Employees who are ill will be required to report periodically on their status and their intention to return to work.

(E) Medical Certification

1. The City will require medical certification to support a claim for leave for an employee's own serious health condition or to care for a seriously ill child, spouse, or parent.
2. The City may require a second medical opinion and periodic recertifications at its own expense. If the first and second opinions differ, the City may require the binding opinion of a third health care provider, approved jointly by the City and the Union (or the employee, if the employee declines Union representation), and paid for by the City.

(F) Intermittent FML

Leave may be taken on an intermittent or reduced-leave schedule if it is medically necessary for a serious health condition of the employee or his or her spouse, child, or parent.

(G) Insurance

Group health care coverage will continue for employees on FML leave as if they were still working. Employees who are granted an approved leave of absence under this policy must arrange to pay their share of premiums during the absence. If the leave is paid, premiums will continue to be paid through payroll deductions. If the leave is unpaid, employees are responsible for making sure the City receives premium payments by the normal payroll dates. The City will provide a schedule of payment amounts and due dates at the beginning of any unpaid leave of absence.

(H) Request for FML Leave

A request for FML leave form must be filled out and submitted by the employee at least 30 days before the effective date of the leave, if possible. The City will respond to the employee's request with a determination of eligibility for family and medical leave. All requests for FML leave due to illness must include a completed medical certification form containing all information required under the FMLA.

SECTION 7. - Leave Without Pay for Personal Reasons

Upon advance written request, an employee may be granted leave without pay (LWOP) for up to five (5) days in each calendar year, at the discretion of the City Manager or a designee thereof. LWOP may be granted at the discretion of the City Manager or designee only if the employee's absence will not impair City services, require overtime, or require replacement of the employee. Requests for LWOP for personal reasons must be submitted at least twenty-four hours prior to the effective date of the leave on a form to be provided by the City; unless the requesting employee's individual circumstances are such that advance notice is not possible. Such requests will not be unreasonably denied.

SECTION 8 - Educational Leave

- (A) Educational leave may be authorized with or without pay to attend a college, university or vocational school which offer academic or vocational curriculum leading to a degree or certificate. The decision to grant educational leave shall be based on the City's need, as determined at the discretion of the City Manager, for an employee to have additional skills or knowledge in order to improve the employee's City job performance. Requests for such leave will not be unreasonably denied.

- (B) Educational leave with pay may be granted to employees enrolled part-time in an institution of higher education or vocation and pursuing courses that directly relate to the employee's job. Educational leave without pay may be granted to employees enrolled full-time in an institution of higher education or vocation and pursuing courses that directly relate to the employee's City job.

Article 14 – TRAINING

- (A) It shall be the policy of the City to foster and promote training programs (conferences, workshops, institutes, etc.) for the City, and aiding employees to equip themselves for advancement.
- (B) Full-time permanent employees shall be eligible to attend training programs that are job related with the approval of the City Manager. The City will bear the cost of the training program in addition to the payment of travel expenses in accordance with City policy. Travel to attend approved training shall be scheduled within the employee's regular work hours, if possible. Travel arrangements shall be made in the most economical and practical manner, as determined by the City. Time spent traveling to and from approved training programs shall be compensable, and the employee shall suffer no loss of pay and benefits.
- (C) There shall be pay incentives for training and license for certain job classes.

Article 15 – UNIFORMS AND EQUIPMENT

It shall be the responsibility of the City to determine what, if any, materials, supplies, or equipment are necessary for an employee to properly perform his or her assigned duties. It shall further be the responsibility of the City to determine whether or not employees will be required to wear appropriate uniforms in the course of their duties. Uniforms or accessory items that become unserviceable due to normal wear and tear, and not due to employee negligence, shall be replaced by the City at no cost to the employee.

Article 16 – OUT OF TITLE WORK

Whenever an employee is designated by the City Manager to perform the duties of a higher-level position in an acting capacity, the employee will be paid the applicable rate of pay for the higher-level position for all time worked in the acting capacity.

Article 17 - HOURS OF WORK AND OVERTIME

SECTION 1 - Work Week

Bargaining unit employees shall be assigned to either eight (8) or ten (10) hour workdays. Except in the event of an emergency or when otherwise necessary to affect a temporary schedule change, the work period of employees shall be eighty (80) hours every two (2) weeks. Special Events changes include, but are not limited to, large projects and special City events such as Christmas Reflections, Lakefest, and Marvel of Flight. Volunteers will be solicited first. For Christmas Reflections, employees (with the exception of Christmas Reflections Maintenance Technician) will not be required to work both a Saturday and a Sunday, and the Saturday/Sunday work hours will consist of four (4) hours or less, unless otherwise mutually agreed between the Superintendent and the employee.

Employees will be allowed two (2) paid 15-minute breaks—one in each half of the workday—to be taken at a time approved by the employee's supervisor. For employees assigned to a ten (10) hour workday, such employees will be allowed a thirty (30) minute unpaid duty-free meal break each workday to be taken between the hours of 11:00 am and 1:00 pm, as determined by the assigned Superintendent, with the exception of operational emergencies. The starting work time will be between 5:00 am to 6:30 am, as determined by the assigned Superintendent. The exception to this is for Communication Officers/911 Dispatchers who will work under a schedule determined by their respective Supervising Lieutenant as approved by the City Marshal. Authorized meal periods or breaks shall be counted as hours worked if the employee is required to remain on standby for duty and receive assignments through telephone, radio, or pager, or return to duty during the period and actually return to work as a result of a request to do so. There will be a transition period from the date of ratification until November 7, 2022, to allow the employees to make necessary adjustments (childcare, etc.)

In the event the City wishes to change any established work schedule, with the exception of emergency or Special Events changes, the City shall first meet and consult with the affected employees and the Union prior to implementing said change.

SECTION 2 - Overtime

(A) Hours actually worked by an employee in excess of 40 hours per week shall be compensated at the rate of one and one-half (1 ½) times the employees' regular rate of pay, or the employee may elect to receive compensatory time at the rate of one and one-half hours of compensatory time for each hour of overtime worked. For the purposes of computing overtime, the workweek begins at 12:01 AM Monday and concludes the following Sunday at 12:00 midnight.

(B) For the purpose of computing overtime, time spent on an approved leave status shall not be considered time worked.

SECTION 3 - Compensatory Time

There shall be no limit as to the amount of compensatory time an employee may accumulate. However, compensatory time must be used within thirty (30) days from the date it is earned, or it will be paid at the employee's straight-time hourly rate. Upon termination of employment, employees will be paid for all accumulated compensatory time at their current rate of pay.

Article 18 – ON CALL ASSIGNMENT AND CALL BACK

- (A) An employee may be placed “on call” in order to be prepared to return to work outside the employee’s regularly scheduled hours of work. The City will determine the number of employees in each department to be placed on call. Employees who are “on call” are required to respond to the job within 30 minutes of receiving the call.
- (B) Employees will be placed “on call” for one workweek at a time. An employee who is placed “on call” will receive one (1) hour of straight time pay for each weekday in the typical workweek of “on call” status, and four (4) hours at time and one-half pay for each weekend day of “on call” status, regardless of whether the employee is actually called back to work.
- (C) An employee who is called back to work outside the scheduled hours of work for that day shall be paid for the actual time worked, or a minimum of two (2) hours, whichever is greater. If an employee is called back to work, all work performed within two hours of being called back to work shall be considered part of the same call back. Travel time between the employee’s residence and any assigned work location shall be considered hours worked.
- (D) Employees who are placed “on call” will be provided a City vehicle if they live within five (5) miles of the City service area. An employee may decline the City vehicle, in which case the employee will be required to have adequate transportation to be able to respond to a call.

Article 19 -- WAGES

Upon ratification of this Agreement and approval by the City Council, bargaining unit employees will receive the greater of either a market adjustment to increase their regularly hourly rate of pay to fifteen dollars (\$15.00) an hour for the remainder of fiscal year 2022-2023, or a five percent (5%) across-the-board increase to wages for the remainder of Fiscal Year 2022-2023.

Article 20 – BENEFITS

SECTION 1 – Health Insurance

- (A) The City shall pay one hundred percent (100%) of the premium cost for individual coverage under the City's basic group health plan. Employees shall pay the full cost of dependent or family coverage. Employees may also select an alternative plan at an additional cost for individual and dependent or family coverage.
- (B) In the event the City considers a change in the existing health plan or plan benefits during the term of this agreement, it will give the Union reasonable notice of the changes. At the Union's request, the City will meet with the Union to negotiate the proposed changes.

SECTION 2 – Florida Retirement System

The City shall participate in the Florida Retirement System.

SECTION 3 – Holidays

- (A) The following shall be observed as official paid holidays: New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday following Thanksgiving Day, Christmas Eve day, Christmas Day. Eligible employees shall be compensated at eight (8) hours of regular pay for all official paid holidays, subject to the exception in Section 3 (C), below, for employees who are required to work on an official holiday.
- (B) When a holiday falls on a day outside the employee's typical workweek, the employee will accrue eight (8) hours of paid holiday compensatory time that must be used by the end of the current fiscal year. Use of holiday compensatory time must be scheduled with supervisor approval to ensure adequate staffing levels for each Department or work unit. Holiday compensatory time is a different category of compensatory time than that referred to in Article 17 of this Agreement.
- (C) Employees who are regularly required to work on an official holiday shall be paid at their regular rate of pay. In addition, such employees shall have the option of taking a day off with pay within the next thirty (30) days or receiving double-time pay for the holiday worked.
- (D) To be eligible for holiday pay, an employee must have worked on the scheduled workdays immediately prior to and following the holiday. However, if the absence on the day before or after the holiday was due to any of the following reasons, the employee will receive holiday pay:

1. The day of absence is during the employee's annual vacation period.
2. The employee is absent because of sickness or accident and brings in a doctor's statement indicating medical attention has been received.
3. The employee is absent due to death of a member of the immediate family.
4. The employee is absent due to a job-related injury, for which a Workers' Compensation claim has been filed.
5. An employee who reports to work on the scheduled workday prior to or after the holiday would be considered to have worked that day, even though he or she is unable, due to emergency or illness, to complete the normal workday.

SECTION 4 – Travel Expenses

When an employee is required to use his/her personal vehicle for City business, he/she shall be paid the mileage rate provided under City policy. Should the employee be required to travel out of town on City business or for approved training, the City shall reimburse the employee for all meals and hotel accommodations and travel expenses in accordance with City policy. If the employee uses some form of public conveyance, the City shall pre-purchase the ticket for the employee. Upon approval of the City Manager, employees may be advanced a reasonable amount of money (not to exceed the per diem amounts established by City policy) to help cover expenses while traveling.

Article 21 – SUBSTANCE ABUSE TESTING

Substance abuse testing will be conducted in accordance with City policy and established practice.

Article 22 – NO STRIKE

During the term of this Agreement, neither the Union nor its officers or agents or any employees, for any reason, will authorize, institute, aid, condone or engage in any conduct prohibited under the terms of Chapter 447.203 (6) Florida Statutes. The Union agrees to notify all of its local offices and representatives of their obligation and responsibility under this Article.

Article 23 – MANAGEMENT RIGHTS

The Union agrees that the City has and will continue to retain the right to determine the purpose of its departments and work units, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It shall also have the right to direct its employees and take disciplinary action for proper cause, except as abridged or modified by the provisions of this Agreement; provided, however, that the exercise of such rights shall not preclude an employee or employee representative from raising a grievance on any such decision which violates the terms and conditions of this Agreement.

Article 24 – SAVINGS CLAUSE

If any provision of this Agreement is in contravention of the laws or regulations of the United States or of this state, by reason of any court action or existing or subsequently enacted legislation; or if the appropriate governmental body having amendatory power to change a law, rule or regulation which is in conflict with a provision of this Agreement fails to enact or adopt an enabling amendment to make the provision effective in accordance with Section 447.309(3) Florida Statutes; then such provision shall not be applicable, performed or enforced and the parties shall immediately meet to negotiate new language; but the remaining parts or portions of this Agreement shall remain in full force and effect for the term of this Agreement.

Article 25 - PERSONNEL POLICY HANDBOOK

Members acknowledge receipt of the City's Personnel Policy Handbook, as amended, adopted May 13, 2019, and agree to abide by and comply with the policies and procedures contained therein, except as expressly superseded by this Agreement or which conflict with this agreement.

Article 26 - DURATION


This Agreement shall take effect upon ratification by both parties, and shall remain in effect through September 30, 2025. Article 19 and Article 20 may be reopened for renegotiations upon the request of either party after May 1, and prior to September 30, of the second and third year of this Agreement. In addition, two other Articles may be reopened for renegotiations upon the request of either party after May 1 and prior to September 30 in the second and third year of this Agreement.

ACCEPTED AND AGREED:


CITY OF DEFUNIAK SPRINGS


The Honorable Bob Campbell, Mayor

Date: 10-4-22



Holly Dincman, Esq.
City Labor Attorney and
Chief Negotiator

Date: 10/4/2022



Robert Thompson
City Manager

Date: 10/4/22

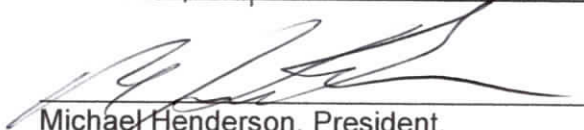
FLORIDA PUBLIC EMPLOYEES
COUNCIL 79, AFSCME, AFL-CIO


Torrence Johnson, Chief Negotiator and
Regional Director, Region 1

Date: 10/3/2022


Dolline Moton, Org/Staff Representative
AFSCME Florida Council 79

Date: 10/3/2022


Michael Henderson, President,
AFSCME Local 3918

Date: 10-4-22


Andrew Anderson, Vice-President,
AFSCME Local 3918

Date: 10-4-22


Willie "Mike" Hester, Negotiation Team
AFSCME Local 3918

Date: 10-4-22

AFSCME is in the process of updating the classifications to include new and revised job classifications.

The City reserves the right to file a UC with PERC regarding inclusion of Communications Officers/911 Dispatchers

APPENDIX A - BARGAINING UNIT CLASSIFICATIONS

As reflected in PERC Order No. 08E-175

Case No: UC-2008-017 (7/24/08)

INCLUDED CLASSIFICATIONS:

- Account Receivable Specialist
- Airport Line Technician
- Automotive Mechanic
- Backflow Prevention Program Administrator
- Cemetery Maintenance Foreman
- Cemetery Maintenance Technician
- Christmas Reflections Maintenance Technician
- Code Enforcement Officer
- Communications Officer/911 Dispatcher
- Custodian
- Customer Service Representative
- Driver/Operator
- Facility Maintenance Foreman
- Facility Maintenance Technician
- Fleet Maintenance Foreman
- Grounds Foreman
- Grounds Technician
- Inmate Supervisor
- Meter Reader
- Natural Gas Foreman
- Natural Gas Technician
- Sewer Foreman
- Sewer Technician
- Streets Foreman
- Streets Technician
- Utility Account Specialist
- Utility Locator
- Water Foreman
- Water Technician
- Welder