

AGREEMENT BETWEEN

CITY OF HIGH SPRINGS,FLORIDA

AND

AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES

CONTRACT PERIOD

OCTOBER 1, 2022- SEPTEMBER 30, 2025



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PREAMBLE

This Agreement is entered into between the City of High Springs, Florida (the Employer), and AFSCME Florida Council 79, (the Union). The intent of the parties and purpose of this Agreement are to assure sound and mutually beneficial working and economic relationships between the parties, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth basic and full agreement between the parties concerning rates of pay, wages, hours, and other terms and conditions of employment. There are and shall be no individual arrangements contrary to the terms herein provided. It is mutually understood and declared to be the public policy of the Employer and the Union to promote harmonious and cooperative relationships between the Employer and its employees and protect the public by assuring at all times, the orderly and uninterrupted operations and functions of government.

The Union agrees to support federal, state and local laws requiring affirmative action to ensure equal employment opportunity.

UNION RIGHTS

The City and the Union recognize that it is in the best interest of both parties, the employees, and the public for all relations between them to be characterized by mutual responsibility and respect and acknowledge with this Agreement that a common interest exists and is a basis for the development of sound Union Management cooperation to promote the business of the City and the welfare of its employees. The Union recognizes that in consideration of the commitments undertaken by the City in this Agreement, every employee is obligated to give honest, efficient, and economical service in the performance of his or her duties. To ensure that this relationship continues and improves, the City and the Union and their respective representatives will apply the terms of this Agreement fairly in accordance with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees employed in the bargaining

unit. Each party shall bring to the attention of all employees in the unit, including new or probationary employees, their duty to conduct themselves in a spirit of responsibility and respect. To ensure adherence to this purpose, the parties shall also make all employees aware of the measures to which they have agreed.

Employees covered by this Agreement may be represented by Union representatives, when they so choose. Under the circumstances detailed below, an employee may designate no more than one Union representative to represent him or her, and that Union representative shall be allowed to utilize Union Pool Time, until such Pool Time is exhausted, to furnish the representation requested. The circumstances applicable to this paragraph are:

1. When an employee attends an investigatory interview in which a supervisor questions an employee to obtain information which could be used as a basis for discipline or asks an employee to defend his or her conduct (the exercise of Weingarten Rights).
2. To represent an employee at his or her request at the Oral Step of the grievance process, as set forth in the Grievance Procedures herein.
3. To represent an employee at his or her request at a Step 1, Step 2 or Step 3 meeting, as set forth in the Grievance Procedures herein.

The protracted absence or unavailability of a particular employee/Union representative may not be used as basis for an undue delay in an investigation of conduct or the processing of a grievance, and alternative Union representative may be designated.

Nothing in the Agreement shall prevent any employee from presenting his/her own grievances without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of the collective bargaining agreement.

Employees in the bargaining unit shall have the right to join or refrain from joining the Union, and to engage in lawful concerted activities for the purpose of collective

bargaining or negotiation or any other mutual aid and protections.

In addition to the use of Union Pool Time authorized above, the Union President or one alternate designated by the Local Union President shall be granted Union Pool time off from work, provided that such pool time has not been exhausted, for the purpose of attending to appropriate Union activities away from the workplace requiring his or her presence. The President or alternate use of paid leave shall be scheduled with the employee's supervisor with reasonable advanced notice, which scheduling shall not be unreasonably denied.

ARTICLE 1

RECOGNITION

The City hereby recognizes AFSCME as the exclusive bargaining representative for all matters affecting wages, hours, and working conditions for those employees in the bargaining unit certified by the Public Employees Relations Commission.

ARTICLE 2

NON-DISCRIMINATION

The City agrees not to interfere with the right of any eligible employee to become a member of the Union. There shall be no discrimination against an employee by reason of race, creed, color, handicap, national origin, sex, marital status, union membership or activity or lack of union membership or activity.

ARTICLE 3

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1- DEFINITIONS

As used in this Article:

- A. "Grievance" shall mean a dispute involving the interpretation or application of the specific provisions of this Contract, except as exclusions are noted in this Contract.
- B. "Employee" shall mean an individual employee or a group of employees having the same grievance. In the case of a group of employees, one employee shall be designated by the group to act as spokesperson and to be responsible for the processing the grievance.
- C. "Days" shall mean calendar days, excluding any day observed as a holiday pursuant to the personnel rules of the City's Personnel Policy and Procedure Manual, or holiday observed by the Union pursuant to a list furnished the city in writing, as of the effective date of this Contract.

Section 2- ELECTION OF REMEDY

- A. Nothing in this Article or elsewhere in this contract shall be construed to permit the Union of an employee to process a grievance on behalf of any employee without his/her consent.
- B. If an employee of the Union has a grievance which may be processed under this Article and which may also be appealed to the City Grievance Processor, the employee or the Union shall indicate at the time the grievance is reduced to writing which procedure is to be used and such decision shall be binding on the employee or the Union.

Section 3 - REPRESENTATION

- a. If an employee selects a steward to represent that employee in a grievance which has been properly filed in accordance with this Article, the Steward may be allowed to use from the AFSCME time pool for time

off to investigate the grievance at the Oral Step and to represent the grievance at any Oral Step and Step 1 meetings that are held during regular working hours. Such time off shall be subject to prior approval by the Steward's immediate supervisor; however, approval of such time off will not be withheld, if the Steward can be allowed such time off without interfering with, or unduly hampering, the operations of the unit to which the Steward is regularly assigned. The Steward's immediate supervisor will notify the grievant's supervisor prior to allowing the Steward time off to investigate the grievance.

- b. Investigations will be conducted in a way that does not interfere with City operations.
- c. The Steward in the same work location or the closest work location shall be selected to represent the employee.
- d. A Steward, who has been selected to represent an employee as provided in this Article, will be considered a required participant at the Step 1 grievance meeting.
- e. An employee, who files a grievance in accordance with this Article, or the designated spokesperson in a class action grievance, will be considered a required participant at the Oral Step and Step 1 grievance meetings.
- f. Both the employee and the employee's representative, if any, shall be notified of the Step 1 meeting. Further, all communication concerning written grievance, or their resolution shall be in writing and a copy shall be sent to both the employee and the employee's representative.
- g. If the employee is not represented by the Union, any adjustment of the grievance shall be consistent with the terms of this contract, the Union shall be given reasonable opportunity to be present at any meeting

called for the resolution of the grievance, and processing of the grievance will be in accordance with the procedures established in this Contract. The Union shall not be bound by the decision of any grievance in which the employee chose not to be representative the union.

- h. The filing or pendency of any grievance under the provision 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.
- i. At any time if a meeting between a supervisor and employee evolves into a discussion of job performance and/or employee discipline, the employee has the right to have the Union Steward or other Union representative present during the discussion.

Section 4-THE GRIEVANCE PROCEDURE

A. General Rules for the Grievance Procedure

1. Employee GRIEVANCES FILED IN ACCORDANCE WITH this Article should be presented and handled promptly at the lowest level of supervision having the authority to adjust the grievance.
2. Once a grievance is presented, no new violation or issue can be raised.
3. There shall be no reprisals against any of the participants in the procedures contained herein by reason of such participation.
4. The grievance may be filed facsimile, email, personal service, or via the United States Postal Service to the designated employer representative.
5. All grievances will be presented at the Oral Step, with the following exceptions:

- a. If the grievance arises from the action of an official higher than Step 1 supervisor, the grievance shall be initiated at the Step 2 or 3 as appropriate, by submitting a grievance form as set forth in Step 1 within 10 days following the occurrence of the event giving rise to the grievance.
 - b. A dispute involving the interpretation or application of a provision of this Contract which gives a right to the Union as an employee organization may be presented by the Union as a grievance. Such grievance shall be initiated at Step 3 of this procedure, in accordance with the provisions set forth therein, within 10 days of the occurrence of the event giving rise to the grievance.
6. Grievances shall be presented and adjusted in the following manner, and no one individual may respond to a grievance at more than one written step. In the event a grievance is not answered in a timely manner at the preceding step, the City agrees not to remand the grievance for the purpose of obtaining the answer without the mutual agreement of the Union.

B. THE STEPS

(1) Oral Step:

- (a) An employee having a grievance may, within 10 days following the occurrence of the event giving rise to the grievance, present the grievance orally to his or her immediate supervisor. The immediate supervisor shall make every effort to resolve the grievance at the Oral Step, including meeting to discuss the grievance if such meeting is deemed necessary by the supervisor. The supervisor shall communicate a decision to the employee or the employee's representative, if any, within 5 days following the date the grievance is received at the Oral Step.

- (b) If the grievance is not resolved by such informal discussion, the employee may, within 5 days after receipt of the decision at the Oral Step, submit a formal grievance at Step 1 of this procedure.
- (c) Failure to communicate the decision within the specified time limit shall permit the employee or the union where appropriate, to proceed to the next step.
- (d) The number of days indicated at this step shall be considered as the maximum, and every effort will be made to expedite the process. However, the time limits specified may be extended in writing, at any specific instance, by mutual agreement up to an additional 10 days.

2. Step 1

- a. In filing a grievance at Step 1, the employee or the designated employee representative shall submit to the Step 1 City representative a grievance form furnished by the Union setting forth specifically the complete facts on which the grievance is based, the specific provisions or provision of the contract allegedly violated, and the relief requested. All written documents to be considered by the Step 1 City representative shall be submitted with grievance form; however, if additional written documentation is obtained after the grievance is filed, such documentation may be presented at the Step 1 meeting.
- b. The City's designated Step 1 representative shall have a meeting to discuss the grievance and shall communicate a decision in writing to the employee and the employee's representative, if any, within 5 days following the date the grievance is received at Step 1.
- c. Failure to communicate the decision within the specified time limit shall permit the employee, or the Union where appropriate, to proceed to the next step.

d. The number of days indicated at this step shall be considered as the maximum, and every effort will be made to expedite the process. However, the time limits specified may be extended in writing, in any specific instance, by mutual agreement up to an additional 10 days.

3. Step 2:

a. If the grievance is not resolved at Step 1, the employee or the employee's representative may submit it in writing to the Department head or his designated representative within 5 days after receipt of the decision at Step 1. The grievance shall include a copy of the grievance form submitted at Step 1 and a copy of the Step 1 response, together with all written documents in support of the grievance. When the grievance is eligible for initiation at Step 2, the grievance form must contain the same information as a grievance filed at Step 1 above.

b. The Department head or his designated representative may have a meeting with the employee and/or the designated Union representative to discuss the grievance. The Department head or his designated representative shall communicate a decision in writing within 5 days following receipt of the written grievance.

c. Failure to communicate the decision within the specified time limit shall permit the employee, or the Union where appropriate, to proceed to the next step.

d. The number of days indicated at this step shall be considered as the maximum, and every effort will be made to expedite the process. However, the time limits specified may be extended in writing, in any specific instance, by mutual agreement up to an additional 10 days.

4. Step 3:

a. If the grievance is not resolved in Step 2, the Union, or the employee if not represented by the Union, may appeal the Step 2 decision, in writing, to the City Manager or his designated representative within 5 days after receipt of the decision at Step 2. The grievance shall include a copy of the

grievance form submitted in Steps 1 and 2, together with all written responses and documents in support of the grievance. The City Manager's designated representative may have a meeting with Union to discuss the grievance. The City Manager's designated representative may have a meeting with the Union to discuss the grievance. The City Manager's designated representative may have a meeting with the Union to discuss the grievance. When the grievance is eligible for initiation at Step 3, the grievance form must contain the same information as the grievance filed at Step 1, above.

- b. The City Manager or the designated representative shall communicate a decision in writing to the employee and the Union within 10 days following receipt of the written grievance.
- c. Failure to communicate the decision within the specified time limits shall permit the employee, or the Union where appropriate, to proceed to the next step.
- d. The number of days indicated at this step shall be considered as the maximum, and every effort will be made to expedite the process. However, the time limits may be extended to writing, in any specific instance, by mutual agreement up to an additional 10 days.

5. Arbitration:

- a. If the grievance is not resolved at Step 3, the Union may appeal the Step 3 decision to Arbitration on a Request for Arbitration form (to be supplied by the City) within 30 days after receipt of the decision at Step 3. If at the initial written step, the Union refuses to represent the employee because the employee was not a dues-paying member of the Union, the employee may appeal the grievance to Arbitration.
- b. Upon appeal to Arbitration, either or both parties to the grievance may agree to use the mediation services of the Federal Mediation and Conciliation Service

(FMCS) to settle the dispute. If the parties are unable to arrive at a mediated settlement, either party may request the FMCS to provide a panel of Five (5) arbitrators. After the panel has been received from FMCS, the representatives of the Union or the employee (as the case may be) and the City shall meet and alternately strike names until one (1) arbitrator remains. The name remaining shall be selected as the arbitrator. The Union or employee may, in its written request for arbitration, include the names of two (2) arbitrators, either of whom is acceptable to the Union or employee to arbitrate the grievance. If the two (2) parties involved in the selection do not mutually agree upon the selection of one of the persons listed or some other person, the FMCS procedure will be followed. Notwithstanding the provisions of this section, an arbitrator may be mutually selected by the parties to the arbitration proceedings in a manner other than outlined above.

c. The parties may, by mutual agreement in writing, submit related grievances for hearing before the same arbitrator.

d. Arbitration hearings shall be held within 30 days and at locations mutually agreed to by the parties, taking into consideration the availability of evidence, location of witnesses, existence of appropriate facilities, and other relevant factors.

e. The arbitrator may fashion an appropriate remedy to resolve the grievance and provided the decision in accordance with his jurisdiction and authority under this Contract, shall be final and binding on the city, the Union, the grievant(s) and the employees in the bargaining unit.

f. In considering a grievance, the arbitrator shall be governed by the following provisions and limitations:

1. The arbitrator shall issue a decision no later than 30 days from the date of closing of the hearing or the submission of briefs, whichever is later.

2. The arbitrator's decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the precise issues submitted.

3. The arbitrator shall have no authority to determine of other issue, and the arbitrator shall refrain from issuing any statement of opinion or conclusion not essential to the determination of the issues submitted.

4. The arbitrator shall limit the decision strictly to the application and interpretation of the specific provisions of this Contract.

5. The arbitrator shall be without power of 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 Contract, or of applicable laws or rules or regulations having the force of law; or

b. Limiting or interfering in any way with the power, 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 Contract; or

c. Which have the effect of restricting the discretion of a Department Head or otherwise granted by law or the personnel rules of the City's Personnel Policy and Procedure Manual unless such authority is modified by this Contract.

d. The arbitrator's award may include back pay to the grievant(s); however, the following limitations shall apply to such monetary awards:

1. No award of back pay shall exceed the amount of pay the employee would otherwise have earned and such back pay shall not be retroactive to a date earlier than the date of the occurrence of the event giving rise to the grievance under consideration.

2. The award shall not exceed the actual loss to the grievant and will not include punitive damages.

3. Each party shall be responsible for compensating and paying the expenses of its own representatives, attorneys and

witnesses. The City and the Union will evenly split the arbitrator's fee and expenses; and

4. The Union will not be responsible for costs of an arbitration to which it was not a party.

SECTION 5. TIME LIMITS

- A. Failure to initiate or appeal a grievance within the time limits specified shall be deemed a waiver of the grievance.
- B. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the employee, or the Union where appropriate, to proceed to the next step.
- C. Claims of either of an untimely filing or untimely appeal shall be made at the step-in question.

Article 4

DUES DEDUCTION

Dues, deduction, and collection - The City acknowledges that the Union shall have the right to have its dues and uniform assessments deducted and collected by the City from the salaries of those employees who authorize the deduction of said dues and uniform assessments. However, such authorization is revocable at the employee's request upon 30 days' written notice to the City and the Union. Said deductions shall commence upon the Union's written request to the City. Such right to deduction, shall be in force for so long as the Union remains the certified bargaining agent for the employees in the unit. The City is expressly prohibited from any involvement in the collection of fines, penalties, or special assessments.

Article 5

EMPLOYEE - MANAGEMENT COMMITTEE

There shall be an Employee - Management Committee consisting of the following Association and Management Representatives:

A: Two (2) representatives of the Union, and

B: City Manager

The Employee - Management Committee shall meet quarterly on dates mutually agreed upon by the participants. The function of the Committee shall be to discuss general matters pertaining to employee relations and developmental operation. Additional meetings may be held by mutual agreement of the parties.

The Committee shall not engage in collective bargaining or resolution of grievances.

Article 6

PERSONNEL RECORDS

There shall be only one official personnel file for each employee, which shall be maintained in the City Clerk's office.

If derogatory material is placed in an employee's official personnel file, a copy will be sent to the employee. The employee will have the right to answer any such material filed, and the employee's answer will be attached to the file copy.

An employee will have the right to review the employee's own official personnel and any duplicate personnel file at reasonable times.

Where the City Manager or designee, the Public Employees Relations commission, the courts, an arbitrator, or 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 placed in an envelope together with a letter of explanation. The envelope shall be sealed, and all pages of the document shall be designated "NOT VALID" and retained in the employee's personnel file.

Article 7

SENIORITY AND PERSONNEL REDUCTION

Seniority

Seniority shall mean an employee's continuous accumulated paid services with the City, which shall be computed from the employee's date of employment or re-employment. Seniority shall accumulate during all City authorized and approved leaves of absence, such as due to injury, illness, vacation, or any leave. However, seniority shall not accumulate during either leave of absence without pay or suspensions without pay if the leave or suspension is in excess of four (4) continuous months.

VACATIONS

Vacation periods for each calendar year shall be drawn by employees on the basis of seniority.

LAYOFF AND RECALL

In the event the City determines that a reduction in the workforce (layoff) is necessary, the City will ameliorate the impact of such action in the following manner:

A. Union Employees

In the event of a layoff for any reason, probationary employees do not have recall

rights and will be laid off first. Following probationary employees, employees will be laid off in the inverse order of their seniority. Should there be a tie in seniority, the employee with the lowest average score of the past two (2) performance evaluations shall be laid off first.

Any employee to be laid off, who has advanced to his or her present classification from a lower classification, in which (s)he held a permanent appointment, shall be given a position in lower classification and his seniority in the lower classification shall be established according to the date of his permanent appointment to that classification. No new employee shall be hired in any classification until all employees on layoff status in that classification have had an opportunity to return to work. A laid-off employee shall have recall rights to the prior classification he held before the onset of the layoff procedure for a period of 12 months following layoff. Employees shall be called back from layoff with seniority being the determining factor.

An employee shall be notified of his recall to work by certified mail, mailed to his address maintained in the records of the official personnel file. The recall notice must be answered by the employee in writing within ten (10) calendar days of the employee's receipt of the recall letter. Upon recall, all credit for seniority shall be restored. Failure to respond to recall within the same time stipulated shall result in the employee's loss of recall rights with the city.

An employee who is laid off pursuant to this Article, provided the insurance carrier concurs, shall be given the opportunity to continue insurance coverage in existing programs to the extent allowed and subject to the conditions of State and Federal laws, including, but not limited to, the Consolidated Omnibus Budget Reconciliation Act (COBRA). An employee who is laid off shall be considered to be terminated and shall be paid for all earned but unused vacation time.

ARTICLE 8

LEAVE OF ABSENCE

Leave of Absence Without Pay

- a. The City Manager may grant any employee a leave of absence without pay upon the recommendation of the immediate supervisor. Failure of any employee to return to duty upon expiration of his leave of absence shall constitute the resignation of that employee. Holiday pay, sick leave, annual leave, any other benefits based on time spent in the employ of the City shall not accrue during a leave of absence without pay, provided, however that the employee may maintain his health insurance coverage by paying the total cost of his group insurance premium. Pay or other increases for which an employee may become eligible based in whole, or in part, on length of service with the City shall not be credited during any period of leave of absence without pay in excess of 21 calendar days. An employee shall return from a leave of absence at the employee's rank and rate of pay at the time of the commencement of the leave.
- b. A leave of absence without pay taken during the probationary period shall extend such probationary period the length of time necessary to equal the leave. The employee shall return to the position upon expiration of the leave of absence and may return at a date prior to the expiration of leave of absence with the approval of the immediate supervisor.

Bereavement Leave

- a. The City shall grant an employee up to three (3) consecutive workdays without charge to sick leave, annual leave, holiday time or other accumulated time, due to a death in his/her immediate family. The term "immediate family" shall mean, for purposes of this section, the spouse, child, step-child, parent, step-parent, brother, sister, step- brother, step-sister, grandparent,

grandchild, aunt or uncle of an employee or an employee's spouse, or any other family member as defined by a court ordered guardianship. In the event that a funeral takes place outside the State of Florida, the City may grant an additional two (2) workdays of bereavement leave.

- b. The City may grant an employee reasonable time off to attend the funeral of a person who is not a member of the employee's immediate family but with whom the employee had a special relationship. Time off under this paragraph will be charged against the employee's accumulated sick time or, if there is not adequate sick time, to the employee's vacation time, or if there is not adequate vacation time, will be charged as leave without pay.
- c. All bereavement leave must be pre-approved by the City or his designee prior to being taken. Within thirty (30) calendar days from the date the employee returns to work from a death in the family or as otherwise provided herein, the immediate supervisor or his designee may request the employee to provide a copy of the death certificate, obituary notice or other documented proof of the deceased person. Failure to provide the employee with reimbursing the City for any paid leave taken under this article. Any employee found to have falsified his/her application for the use of bereavement leave will be disciplined up to and including termination.

PAID TIME OFF

Paid time off (PTO) provides all full-time staff employees with paid time away from work that can be used for vacation, personal time, personal illness or time off to care for dependents. PTO must be scheduled in advance and have department head approval, except in the case of illness or emergency. THE PTO policy takes the place of sick leave, personal time, floating holiday and vacation.

All accrued sick time that current employees have earned at the time of transition to PTO will be placed in individual sick banks for each employee. Employees can use their individual sick leave bank for extended sick leave absences (more than 3 days) only, and they can use it for their own illness or for an FMLA leave for a dependent's illness.

Upon cessation of employment by resignation, retirement, or death, the employee or employee's estate shall be compensated for unused accumulated sick leave in accordance with the following schedule at the rate of pay in effect at the time of cessation:

- Resignation after 15 years of continuous service up to 360 hours
- Retirement and/or death after five years of continuous service up to 720 hours

Employees who are terminated voluntarily without a two-week' notice and employees who are terminated involuntarily for any reason are not entitled to payment for accrued, unused PTO. Employees who resign or retire will be paid for all unused, accrued PTO up to 800 hours. Pay will be automatically reduced for any unearned PTO that has been taken. It is expected that a terminating employee will work the entire time designated by his or her notice, at the convenience of the City, without using PTO.

A maximum of 800 hours PTO can be carried over to the next calendar year. Any PTO in excess of 800 hours will be lost if it is unused in the calendar year, unless extenuating business circumstances have prevented the employee from taking scheduled PTO. In such cases, PTO may be carried over and taken in the first half of the next year with the approval of the department head and the City Manager.

The Department Heads shall determine when paid time off shall be granted in their Departments. The City Manager shall have authority to approve or disapprove leave for Department Heads.

Employees will earn one day of PTO incentive for not calling out eight hours or less before their shift starts in a six-month period of time, based on January 1 to June 30 and July 1 to December 31. An employee can earn up to a maximum of 2 days per year.

All regular full-time employees covered by this article shall earn Paid Time Off in accordance with the following schedule:

Years of Service

Bi-Weekly Accrual

PTO Hours Per Year

Less than One Year	5.70 Hours	148 Hours
One to Five Years	7.85 Hours	204 Hours
Five to Ten Years	8.77 Hours	228 Hours
Ten to Twenty Years	10.31 Hours	268 Hours
Over Twenty Years	11.85 Hours	308 Hours

At the discretion of the City Manager, employees may be eligible to participate in an annual PTO buyback program. Employees may be denied the ability to sell their time back pursuant to the current adopted budget. The City Manager may suspend this policy if the adopted budget does not include funding for PTO buyback. An employee is only eligible to participate if the employee maintains 300 hours of annual PTO AFTER the leave is sold. Buyback will be limited to 50 hours at a rate of eighty percent (80%) buyback and must be sold back on December 1st of each available year.

Military Leave

An employee within the bargaining unit who is a commissioned reserve officer, ora reserve enlisted personnel in the United States Military, Naval Service, Coast Guard or member of the Florida State National Guard shall be granted a leave of absence from his/her respective duties in accordance with the terms of Chapters 115 and 250, Florida Statutes, during such instances when they are ordered to military service or field training. Accordingly, an employee who is called to perform active military service shall be granted shall be granted a leave of absence for said service as specified in the State statute, and the first thirty (30) calendar days of any such leave will be without loss of pay. An employee who is ordered to field training in an active or inactive duty training status shall be granted a leave of absence as specified in the State statute for such service and shall suffer no loss of pay for period not to exceed seventeen (17) working days in anyone (1) fiscal year.

An employee who obtains leave under this section of this article shall be required to submit an appropriate form to the immediate supervisor as well as submit an order or statement from the appropriate military commander as evidence of any such duty.

An employee serving on a military leave of absence will retain seniority and continuous service rights.

Family and Medical Leave

A member of the bargaining unit shall be entitled to family and medical leave to the same extent and in the same manner as all city employees.

Article 9

PROBATIONARY PERSONNEL

A. Initial Probation

Each newly hired or rehired employees in the bargaining unit shall serve a probationary period not to exceed 365 days during which time the employee shall not be entitled to any seniority rights but shall be subject to all of the terms and conditions of this Agreement. Upon completion of said 365 days, the employee shall be known as a regular, full-time member and seniority rights shall accrue from the commencement of the probationary period.

An employee, while on initial probation, shall be entitled to any merit increase, across-the-board increase, percentage increase or bonus provided for in this Agreement which occurred during the employee's probationary period.

An employee who does not satisfactorily complete his/her initial probation shall be terminated and shall have the right to grieve whether or not the termination was justified. Such grievance may only be processed up to Step 3 of the Grievance Procedure, as set forth in this Agreement, and the decision at that step shall be final.

B. Promotional Probation

An employee who is promoted shall serve a probationary period of nine (9) months, during which time the employee shall accrue seniority rights with the Department but not to the promoted classification. Upon completion of said nine (9) months, the employee shall be entitled to accrue seniority rights at the promoted classification retroactive to the commencement of the promotion.

An employee returned to the rank held prior to probation within the first 90 days of probation shall have the right to grieve the decision, and the grievance will be limited to and may only be processed up to Step 3 of the Grievance procedure, as set forth in this Agreement, and the decision at that step shall be final. An employee returned to the rank held prior to probation after the 90th day of probation shall have the right to grieve the decision, and the grievance will not be limited to Step 3 of the Grievance procedure set forth in the Agreement.

Article 10

BULLETIN BOARDS

Where a bulletin board is available, the Union agrees to provide space on such bulletin board for Association use. Where a bulletin board is not available, the City agrees to provide such a board.

The City shall permit the Union to post notices of the Union's business and matters relating to the Administration of the Agreement.

Article 11

VOTING/POLITICAL ACTIVITY

During a primary, general or special election, an employee who is a registered voter and whose hours of work do not allow sufficient time for voting shall be allowed necessary time off with pay for this purpose. Where the polls are open two hours before or two hours after the employee's regular scheduled work period, it shall be considered sufficient time for voting.

Employees will be allowed to engage in the full range of political activities guaranteed to all citizens while off duty and not in uniform.

ARTICLE 12 RULES AND REGULATIONS

The City's Personnel Policy and Procedure Manual and the Union's Rules, Regulations, Directives, Orders and Standard Operating Procedures shall be applicable to all members to the extent they do not conflict with this Agreement.

Prior to the City implementing any change to its Personnel Policy and Procedures, the Union shall be provided ten (10) days' notice and an opportunity to discuss such change(s). However, under emergencies classified as such by the City Manager, changes may be made without notice until the situation is resolved, wherein the change would be noticed with an opportunity to discuss as provided for in this paragraph.

The City agrees to meet with the Union within sixty (60) days after the implementation of this Agreement for the purpose of discussing new policies and procedures.

The City will provide each newly hired or rehired employee with a copy of all of the City's Personnel Policies and Procedures and the Union's Rules, Regulations, Directives, Orders and Standard Operating Procedures.

It shall be understood that the Union may modify, change, remove or add to any Union Rule, Regulation, Directive, Order, or Standard Operating Procedure as long as it does not conflict with any of the provisions of this Agreement.

Any changes to a member's compensation, terms and conditions of employment or benefits, which are not resolved after meeting and conferring shall be subject to impact bargaining.

Article 13

TEMPORARY ASSIGNMENT TO A HIGHER CLASSIFICATION

Permanent fulltime employees temporarily assigned for forty (40) hours or more to a position in a higher pay grade shall receive a rate of at least five percent (5%) higher than the employee's base rate of pay.

Article 14

TRAINING

Where the City requires an employee to attend supervisory training and/or training in specialized techniques, the City will make every reasonable effort to facilitate the employee attending such training during his normal working hours. In the event the City is unable to schedule the employee to attend such training during his normal working hours, the employee shall be required to attend such training during his off-duty hours; provided, however, that the time spent by the employee in such training during his off-duty hours shall be compensated in accordance with hours of work and overtime.

This Article shall not apply to training where the training is at a location outside of the City of High Springs or for a duration in excess of two (2) days.

EMPLOYEE EDUCATION/TRAINING:

The City encourages its employees to get job related advanced education and training in their respective fields of work. The City will assist employees with education and training under the following guidelines:

- A. Mandated Training/Education - When the City requires an employee to participate in an education or training program, the City will bear the full costs of the employee's participation including per diem, hourly pay, tuition, books, travel cost, etc., as it applies.

- B. Voluntary Education - Employees may be reimbursed for tuition upon satisfactory completion of a pre-approved class at an accredited college or university.

Reimbursement shall be based on availability of funds and in accordance with the following:

1. Application Procedure:

- a. The employee must submit a timely application to their supervisor prior to registering for the course.
- b. Employee will only be reimbursed for the course if they are still employed by the City upon completion of the course.
- c. Employee must certify that they are not receiving any funds for reimbursement from any source other than the City of High Springs (i.e. grants or other source of financial aid, other than student loans).
- d. A grade of "C" or higher is required as a final grade for the course.

2. Reimbursement

- a. No reimbursement will be made for an incomplete course and no employee will be reimbursed more than one thousand, five hundred (\$1,500) dollars per fiscal year.
- b. A pre-approved application form accompanied by tuition receipt and evidence of satisfactory completion of the course with appropriate grade must be submitted through the Human Resources Director to the Finance Department for reimbursement.
- c. Reimbursement shall be as follows:
 - i. Grade A or Pass in Pass/Fail= 100% reimbursement
 - ii. Grade B = 90% reimbursement
 - iii. Grade C = 80% reimbursement
 - iv. Lower than C or failure= No reimbursement

Recipient agrees to remain in the employment of the City for a period of twenty-four (24) months, other than by normal retirement or death, after completion of the course. In the event of voluntary resignation or involuntary termination, recipient authorizes the City to deduct required payback from payout of PTO and/or wages.

Tuition Paycheck will be based on the amount of time remaining on your agreement as follows:

<u>Months/Time Remaining</u>	<u>Amount Owed</u>
24-18 months	100%
18-12 months	75%
12-6 months	50%
Less than 6 months	25%

Article 15

UNION REPRESENTATIVE

The Union shall be represented by its President, **AFSCME Council 79 Staff Representative** or their designee.

An employee representative of the Union shall be permitted reasonable access to all Union work locations at reasonable times to handle specific grievances and matters of interpretation of this Agreement. The Union shall inform the City of the identity of its representative at least forty-eight (48) hours prior to obtaining access provided in this paragraph unless the parties agree otherwise.

Two (2) employee representative of the Union who is engaged in the negotiation of the successor contract shall be allowed to attend the negotiation sessions that occur within his/her normal duty hours without loss of pay or benefits

Article 16

WORKER'S COMPENSATION

The City will provide bargaining unit employees Worker's Compensation benefits under the conditions set forth in the City's Personnel Policy and Procedure Manual, as may be amended, in accordance with the law.

Article 17

INSURANCE/RETIREMENT

The City agrees to furnish all full-time members of the bargaining unit with the same insurance coverage, benefits and plans that are offered to all general employees.

The City agrees to pay the entire premium of the employee's coverage. The employee shall be responsible for payment of the premium for the employee's spouses and/or dependents, if desired.

The City agrees to enroll all members of the bargaining unit in the Florida Retirement System (FRS), upon application to and acceptance by FRS.

Article 18

HOURS OF WORK AND OVERTIME

The following provisions shall govern hours of work and overtime:

- A. A normal work period for members covered by this Agreement shall depend on their schedule. There shall be one (1) normal shift consisting of four (4) ten-hour (10-hour) days.
- B. If an employee covered by this Agreement is called out to work at a time outside their normal working hours, they shall receive a minimum of two

hours' pay or actual time worked, whichever is greater.

- C. In the event an employee is off duty and placed on "stand-by" in anticipation of a disaster or similar circumstance, that employee will be paid one half of their base pay rate for those hours on stand-by.
- D. A seventy-two (72) hour notice shall be given to the employee prior to any change in a scheduled work shift in excess of three working days unless there is an emergency as classified by the City Manager.
- E. For purposes of determining overtime, hours worked shall not include time off taken for vacation, sick leave, bereavement leave, or time taken off for holiday leave but shall include time spent in training and time working a shift.
- F. No employee shall work more than sixteen (16) hours per day, sixty (60) hours per week or one hundred twenty (120) hours per pay period without permission.

It is the policy of the City to provide a system of compensation for employees who work during assigned hours (non-emergency) and during times when a declared City Emergency exists.

The normal work week for fulltime employees is 40 hours. Hours worked per day and work assigned is established by the Department Director.

All fulltime employees are required to be present at their assigned workplace for the total hours of their normal work week unless absence is authorized by the Department Director. All absences must be properly recorded and charged against the employee's appropriate leave.

Part-time employees are required to be present at their assigned workplace for the total hours for which they are being compensated unless absence is authorized by the Department Director. All absences must be properly recorded.

Required attendance of training courses will be considered as hours worked. Refer to ARTICLE 14 for additional information.

Except for employees recalled working after the regular work shift, travel to and from

an employee's home and the employees regularly assigned workplace will not be counted as hours worked.

STAND BY

Employees who are on a standby status will be compensated in accordance with their department directives/policies.

RECALL

An employee called to work after the regular work shift will be paid a minimum of two hours.

A minimum of two (2) hours will be paid for all call outs after normal working hours. If an employee works more than two (2) hours on the problem, the employee will be paid for the total hours actually worked.

When an employee is recalled to work after the end of his normal shift, travel to and from an employee's home and the employees regularly assigned workplace will be counted as hours worked.

WORK BREAK

Each administrative area may allow employees one work break during the first half of their work shift and one work break during the second half of their work shift, provided that:

- a. No single work break will exceed fifteen (15) minutes absence from the employee's workstation.
- b. An employee may not accumulate unused work breaks.
- c. Work break time cannot be used to cover for employees' late arrivals or early departures from duty.
- d. Permission to take work breaks is based upon workload demands and may not be unreasonably withheld at the discretion of the supervisor.

Article 19

CORRECTIVE ACTION

It shall be the duty of each member to maintain high standards of cooperation, efficiency and integrity in his or her conduct and work performance with the City in keeping with the Oath of Office; the laws of the United States, the State of Florida and the City of High Springs; provision(s) of Departmental or City Rule(s) or Regulation(s) and Standard Operating Procedure(s) and other Directive(s) .

The City has the right to take corrective action against an employee for unsatisfactory work, misconduct or for other just cause. "Corrective action" shall mean disciplinary action including, but not limited to, written reprimand, suspension, or discharge.

The City follows a system of progressive discipline in that the City imposes a level of discipline necessary to correct undesirable behavior. Actions taken may increase in severity if the original offense is not corrected or if a subsequent offense arises. Progressive discipline assures that discipline is administered consistently and in a non-discriminatory manner.

Based on the severity of the offense, disciplinary action imposed by the City for the first or subsequent offenses may include a suspension without pay, a reduction in salary, demotion, or discharge.

Actions that may result in the immediate removal of an employee from the work site include, but are not limited to criminal misconduct, arrest for domestic violence, assault, battery, theft, insubordination, sabotage, any threat to the safety of employees or the public and/or suspected drug or alcohol use on the job.

Disciplinary actions are as follows:

1. Written Reprimand: Issued by management when counseling has not resulted in a satisfactory change in the employee's conduct or work performance or when counseling is not deemed by management to be sufficiently severe for the offense.
2. Suspension: Issued by management for the good of the City or for other just cause or 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 for the time specified.
3. Discharge: Issued by management for just cause or 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 discharge is not required for an initial probationary employee who fails to meet probationary standards. A discharge is a permanent separation from the termination of employment with the City.
4. Other types of disciplinary action may be appropriate including, but not limited to, reduction in pay or reduction in classification (i.e., demotion).

An employee being considered for discipline that constitutes anything greater than a written reprimand shall receive notice of being considered for discipline at least twenty-four (24) hours in advance of such action being taken in writing unless conditions as deemed by the immediate supervisor exist which would require immediate action or circumstances by the affected employee exist which make such advance notice impossible.

Administrative leave or suspension with pay may be utilized for the purpose of an investigatory procedure or pending investigation. The immediate supervisor or their designee shall make the determination of whether an employee shall be placed on administrative leave or suspended with pay, in their sole discretion.

Appeal and grievance rights of employees are provided in other Articles within this Agreement.

Article 20

HOLIDAYS

The City recognizes the following as paid holidays for bargaining unit employees:

- New Year's Eve - December 31
 - New Year's Day-January 1
 - Martin Luther King, Jr.'s Birthday- Third Monday in January
 - Memorial Day (last Monday in May)
 - Independence Day (July 4)
 - Labor Day (first Monday in September)
 - Veterans' Day (November as observed)
 - Thanksgiving Day (fourth Thursday in November)
 - Day after Thanksgiving - (fourth Friday in November)
 - Christmas Eve - December 24
 - Christmas Day- December 25
 - Floating Holiday
1. Each member of the bargaining unit will receive ten hours' holiday pay for each holiday listed above at his/her regular rate of pay.
 2. An employee who works on a holiday will be paid at a rate equal to one and one-half (1 ½) times his/her regular hourly rate. For calculation of hours worked at the overtime rate, the holiday shall start and end at midnight and hours worked between those time periods will be counted at time and a half regardless of the employee's shift starting and ending times.
 3. An employee who is scheduled to work and who wishes to take the holiday off, must obtain the approval of the immediate supervisor or their designee.
 4. If a holiday falls while an employee is on vacation, it will be paid as a holiday and

not charged to vacation time for that day. The City may fill holidays that fall during scheduled vacation.

5. Bargaining unit employees who are working and/or on standby will receive one (1) day off for each nonscheduled "emergency day off" granted by the City Manager or the Mayor to non-bargaining unit employees who are paid. Said days off must be scheduled with the approval of the immediate supervisor.

Article 21

MANAGEMENT RIGHTS

The Union agrees that the City has and will continue to retain whether exercised or not, the right to operate and manage its affairs in all respects; and the powers or authority which the City has not expressly abridged, delegated or modified by the provisions of this Agreement are retained by the City. The rights of the management officials, shall include, but shall not be limited to, the right organization of the City government; to determine the purpose of each department; to exercise control and direction over the organization and efficiency of the City; to set standards for service to be offered to the public; to direct the employees of the City, including the right to assign work and overtime; classify, promote, train, transfer, assign and schedule employees in positions with the City; to suspend, demote, discharge, or take other disciplinary action against employees for just cause; to increase, reduce, change, modify, or alter the composition and size of the workforce, including the right to relieve employees of duties because of lack of work, funds or other reasons; to determine the location, methods, means, and personnel by which operations are to be conducted, including the right to determine if goods or services are to be made or purchased; to establish, modify, combine or abolish job classifications; to change or eliminate existing methods, equipment or facilities; and to establish, implement and maintain an effective internal security program.

The City has the sole authority to determine the purpose and mission of the City, to prepare and submit budgets to be adopted by the City Commission.

Article 22

Wages

The City of High Springs and the Union recognize and agree that the wage and pay plan provided in Appendix A shall constitute the official pay plan governing all persons employed in classifications included in this bargaining unit. No later than October first (1st) after approval by the City of High Springs Commissioners, any current bargaining unit employee who is not on step will be adjusted upward to the nearest step within range. Step movements are automatic, and any additional step/increases advances shall not be made unless specifically negotiated by the parties.

When a bargaining unit employee is promoted to a position assigned to a higher grade, his/her wage rate shall be adjusted in accordance with City of High Springs Personnel, Policy, and Procedures Manual

Across-the-board increases to the range scale shall be negotiated on an annual (re-opener) basis in alignment with the Employer budgetary process. Any negotiated across-the-board wage increases shall be effective October first (1st) full pay period following the conclusion of negotiations. Wages shall be set forth in Appendix "A".

Other Salary Increases:

Participation in and successful completion of special training courses may be considered in making base salary adjustments. Salary adjustments shall not be automatic but shall depend upon increase value of the employee to the City, as exemplified by recommendations, length of service, performance records, special training undertaken, increased responsibilities or other pertinent evidence. Salary adjustments may be made on the recommendation of the Department Head and approval of the City Manager.

Longevity:

Effective October 1, 2011, longevity amounts, depending on appropriations in the annual operating budget, will be paid in a lump sum (less withholdings, etc.) in December of the anniversary year. This will only be paid on the year the employee achieves the year

milestone listed below. This is not part of the employee's base salary, rather a bonus.

5 years of consecutive full-time employment \$500.00

10 years of consecutive full-time employment \$1,000.00

15 years of consecutive full-time employment \$1,500.00

20 years of consecutive full-time employment \$2,000.00

25 years of consecutive full-time employment \$2,500.00

30 years of consecutive full-time employment \$3,000.00

Article 23

SAVINGS CLAUSE

All job benefits hereto enjoyed by the employees who are not specifically provided for or abridged by the Collective Bargaining Agreement shall continue under conditions that they had previously been granted. The Agreement will not deprive any employee of any benefits or protection granted by the laws of the State of Florida, the ordinances of the City of High Springs, or the personnel rules and regulations of High Springs not in conflict with this Agreement.

Article 24

SEVERABILITY CLAUSE

Should any provision of this Collective Bargaining Agreement or any part thereof, be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of accord of competent jurisdiction, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

Should any article be rendered invalid, it shall be re-negotiated within sixty (60) days.

Article 25

STRIKES AND LOCKOUTS

There will be no strikes, work stoppages, picket lines, slowdowns, boycotts, or concerted failure or refusal to perform assigned work by the employees or the Union and there will be no lockouts by the City for duration of this Agreement. The Union supports the City fully in maintaining normal operations.

Any employee who participates in or promotes a strike, work, work stoppage, picket line, slow down, boycott, or concerted failure or refusal to perform assigned work by be disciplines or discharged by the City and only the question of whether he did in fact participate in or promote such action shall be subject to grievance and arbitration procedure.

It is recognized by the parties that the City is responsible for and engaged in activities which are the basis of the health and welfare of the citizens. Accordingly, it is understood and agreed that in the event of any violation(s) of this section, the City shall be entitled to seek and obtain immediate injunctive relief.

"Picketing" as used herein shall mean any action which has the effect of preventing employees from reporting to or continuing work or preventing the public from entering public facilities.

Article 26

AGENCY ASSIGNED VEHICLES

A. The immediate supervisor reserves the right to establish the availability of vehicles, positional assignments, and the process by which vehicle assigned

will be made, to monitor the program to ensure compliance with the policies governing the use of the Department vehicles, and to suspend or terminate an assignment or the program. In this regard, the immediate supervisor may require that a vehicle assigned to an employee pursuant to Paragraph B be called in as a pool vehicle.

- B. Notwithstanding the language in Paragraph A. an employee is authorized to drive his/her agency-assigned vehicle to and from the employee's home so long as the employee's home is within twenty (20) miles of the City limits. The employee may also use the vehicle for training, special details, and other needs as designated or approved by the immediate supervisor.

Article 27

CLOTHING AND UNIFORM ALLOWANCE

The parties acknowledge the special environmental concerns which arise as a result of working with microorganisms with waste, reclaimed water and water treatment activities. The City will provide a Uniform cleaning service for employees engaged in such activities no less than once per week.

Any member of the bargaining unit engaged in such activities will be issued four (4) new shirts and four (4) new trousers per year, if requested. In addition, such employees will be given a shoe allowance of \$150 per year on October 1st.

Article 28

DISABILITY AND MEDICAL EXAMINATIONS

Applicants will be required to take a medical and/or psychological examination after they have been provided a conditional letter of hiring to determine their fitness for duty.

If, with the prior approval of the City Manager, an applicant is placed on the patrol prior to having completed a required medical and/or psychological examination; such employment will be conditioned upon the satisfactory completion of such examinations.

Employees may be required to take a medical and/or psychological examination at any time by the City for reasons connected with their job (e.g. an accident on the job or fitness for duty).

Applicants who refuse to take a medical examination as indicated above will be denied employment. Employees who refuse to take a medical examination as indicated above will be terminated.

Applicants and employees who are directed to take such examinations as indicated above shall not be employed, or if previously employed, shall be terminated immediately if the results of the examination show that they are either mentally or physically unable to perform the essential functions of the job. However, if they have a legally recognized disability, they will be terminated only if they cannot be reasonably accommodated to perform the essential job functions of the job without undue hardship on the City and such action shall be subject to applicable federal, state and local laws dealing with handicap status.

Subject to applicable laws or based on reasonable suspicion or legally sanctioned random testing, all medical examinations required to be taken as indicated above shall include testing to determine the presence or absence of illegal controlled substance(s) in their body. Drug testing will be conducted under the Drug and Alcohol Policy of the City.

Article 29

DRUG TESTING

Subject to applicable laws or based on reasonable suspicion or legally sanctioned

random testing, the City will require testing for the use of illegal controlled substances as a condition for employment or continued employment with the City. A positive test result or refusal to submit to drug testing will result in the applicant being denied employment or the employee being subjected to disciplinary action in accordance with the City's drug policy.

Article 30

PERFORMANCE EVALUATIONS

The parties agree that an evaluation is a series of observations by a supervisor about the performance of a job by an employee over a set period of time based on procedures, forms and standards as approved by the City Manager. It is a tool designed to give employees constructive feedback about their performance in an effort to improve and enhance that performance and to correct deficiencies. It helps familiarize supervisors with information designed to assist him/ her in becoming an effective evaluator of employee performance.

Performance evaluations will be conducted annually for regular fulltime and part-time employees and as determined necessary by the Director to assist an employee in the improvement of his performance.

Any employee not on probation who receives an overall rating of unsatisfactory shall be placed on probation not to exceed 180 days. The employee will be provided with a plan to improve his performance and periodically evaluated during this probationary period to ensure performance is satisfactory. If performance does not reach satisfactory performance during the probationary period, the employee's probationary may be extended or he may be terminated.

Article 31

TERM OF AGREEMENT

This contract is effective October 1, 2022 and will remain in effect through September 30, 2025.

For fiscal year 2022-2023, there shall be an automatic wage re-opener and each party shall have the right to re-open another article.

TERMS OF CONTRACT

Section 1:

This Agreement shall become effective the first day of October 1, 2022 and shall remain in full force and effective through the first day of October 1, 2025, and will continue thereafter in full force and effect unless not less than sixty (60) days prior to the termination date above of an anniversary thereof, either party provide in writing to the other of its desire to amend, and to, or terminate this Agreement.

Section 2:

The party wishing to re-open wages will give written notice of such intent by April 1 of their desire to do so.

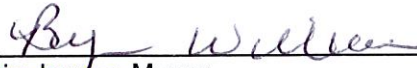

Executed on behalf of the City of High Springs on this _____ day
of _____ 20____.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have set their hands and sealed on the date
sworn.

City of High Springs, Florida:

AFSCME:

By: 
Gloria James, Mayor

Byron Williams

Date

By:  11-09-22
Thomas Cross, Staff Representative Date

By:  10/25/22
Ashley Stathatos, City Manager Date

By: 
Jason Kytte, President Date

Attest:  10-17-22
Jenny Farham, City Clerk Date

By:  10/31/22
Richard Cason, Vice President Date



Commission Agenda Item Request Form

MEETING DATE: MAY 12, 2022

SUBJECT: AGREEMENT WITH AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES

AGENDA SECTION: CONSENT AGENDA

DEPARTMENT: HUMAN RESOURCES

PREPARED BY: JENNY PARHAM, CITY CLERK

RECOMMENDED ACTION: APPROVE

Summary

The original Agreement between the City and the American Federation of State, County and Municipal Employees (AFSCME) was for the period of October 1, 2020 – September 30, 2023. The City approved revisions to the AFSCME contract on April 14, 2022.

Thomas Cross, Representative of AFSCME 79 had request the agreement be renewed for three years at that point to eliminate coming back next year to renegotiate and ratify a new agreement. The agreement presented had the dates of October 1, 2020 – September 30, 2025 in error. The correct dates of the agreement are October 1, 2022 – September 30, 2025 making it a three year agreement as F.S. limit collective bargaining agreements to a term of no more than three years.

F.S. 447.309(5)

(5) Any collective bargaining agreement shall not provide for a term of existence of more than 3 years and shall contain all of the terms and conditions of employment of the employees in the bargaining unit during such term except those terms and conditions provided for in applicable merit and civil service rules and regulations.

ATTACHMENT: Revised Agreement

REVIEWED BY CITY MANAGER: Yes

23718 W US HWY 27
High Springs, Florida 32643



Telephone: (386) 454-1416
Facsimile: (386) 454-2126
Web: highsprings.us

**HIGH SPRINGS
CITY COMMISSION MEETING
May 26, 2022**

CALL TO ORDER AND ROLL CALL

Mayor Williams called the meeting to order at 6:30 p.m.

ROLL CALL CITY COMMISSION:

Mayor Byran Williams – Present
Vice Mayor Gloria James – Present
Commissioner Ross Ambrose- Present
Commissioner Linda Jones- Present
Commissioner Katherine Weitz- Present

STAFF PRESENT:

Ashley Stathatos, City Manager
Bruce Gillingham, Asst. City Manager
Angela Stone, Deputy City Clerk
Scott Walker, City Attorney
Andrea Parker, City Attorney
Antoine Sheppard, Police Chief
Kevin Mangan, Public Information Officer
Thomas Henry, Public Works Director
Diane Wilson, Finance Director

INVOCATION AND PLEDGE OF ALLEGIANCE

Invocation:

Pledge of Allegiance:

APPROVAL OF AGENDA:

Motion Vice Mayor James to approve the agenda.
Second Commissioner Ambrose.
Motion carried 5-0.

APPROVAL OF CONSENT AGENDA:

**Motion Commissioner Ambrose to approve the Consent Agenda.
Second Commissioner Jones.
Motion carried 5-0.**

SPECIAL PRESENTATIONS

UNFINISHED BUSINESS

DISCUSS, CONSIDER AND ACT ON ORDINANCE 2022-05 ON SECOND AND FINAL READING TO AMEND THE HIGH SPRINGS LAND DEVELOPMENT CODE, SECTIONS 7.09.01, 7.09.01.01 AND 7.09.17 RELATING TO SUPPLEMENTAL STANDARDS FOR SPECIAL USES, ACCESSORY USES AND STRUCTURES, ACCESSORY DWELLING UNITS AND MINIMUM LIVING AREA. (PUBLIC HEARING)

Attorney Walker read Ordinance 2022-05 by title only.

**Motion Commissioner Ambrose to approve Ordinance 2022-05 as read by title only.
Second Commissioner Jones.**

Roll Call:

**Mayor Williams-yes
Vice Mayor James-yes
Commissioner Ambrose-yes
Commissioner Jones-yes
Commissioner Weitz-yes**

Motion carried 5-0.

DISCUSS, CONSIDER AND ACT ON ORDINANCE 2022-06 ON SECOND AND FINAL READING TO APPROVE A WATER SUPPLY FACILITIES WORK PLAN. (PUBLIC HEARING)

Attorney Walker read Ordinance 2022-06 by title only.

Commissioner Ambrose stated that the State is requiring that we use information that is out of date.

Commissioner Weitz asked about our water use.

**Motion Vice Mayor James to approve Ordinance 2022-06 as read by title only on second reading.
Second Commissioner Jones.**

Roll Call:

**Vice Mayor James-yes
Commissioner Ambrose-yes
Commissioner Jones-yes
Commissioner Weitz-yes
Mayor Williams-yes**