

RESOLUTION 2021-204

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF FERNANDINA BEACH AND THE NORTHEAST FLORIDA PUBLIC EMPLOYEES, LOCAL 630, LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO-CLC FOR THE PERIOD OF OCTOBER 1, 2021, TO SEPTEMBER 30, 2024; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach and the Northeast Florida Public Employees, Local 630, Laborers' International Union of North America, AFL-CIO-CLC, have negotiated a three-year agreement for the period of October 1, 2021, to September 30, 2024; and

WHEREAS, the and the Northeast Florida Public Employees, Local 630, Laborers' International Union of North America, AFL-CIO-CLC, has ratified the agreement; and

WHEREAS, the agreement shall be retroactive to October 1, 2021.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

SECTION 1. The City Commission hereby approves the collective bargaining agreement with the Northeast Florida Public Employees, Local 630, Laborers' International Union of North America, AFL-CIO-CLC, for the period of October 1, 2021, through September 30, 2024, attached hereto as Exhibit A, which shall be retroactive to October 1, 2021.

SECTION 2. The City Clerk and City Manager are hereby authorized to execute the labor agreement.

SECTION 3. This Resolution shall become effective immediately.

ADOPTED this 21<sup>st</sup> day of December, 2021.

CITY OF FERNANDINA BEACH



Michael A. Lednovich  
Commissioner-Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



Caroline Best  
City Clerk



Tammi E. Bach  
City Attorney

**THE CITY OF FERNANDINA BEACH**

**AND**

**THE NORTHEAST FLORIDA PUBLIC EMPLOYEES, LOCAL 630  
LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO-CLC**

**AGREEMENT**

**EFFECTIVE: OCTOBER 1, 2021 – SEPTEMBER 30, 2024**

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## PREAMBLE

This AGREEMENT, entered into December 3, 2021, between the CITY OF FERNANDINA BEACH, hereinafter referred to as the “City” (or the Employer”) and the Northeast Florida Public Employees, Local 630, Laborers’ International Union of North America, AFL-CIO-CLC, hereinafter referred to as the “Union”.

It is the intent and purpose of this Agreement to assure a sound and mutually beneficial working and economic relationship between the parties hereto; to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise; and, to set forth herein basic and full agreement between the parties concerning rates of pay, wages, hours of employment, and other terms and conditions of employment. There are, and shall be, no individual arrangements contrary to the terms herein provided. It is understood that the City is engaged in furnishing essential public services which vitally affect the health, safety, comfort, and general well-being of the public, and both parties hereto recognize the need for continuous and reliable service to the public.

## ARTICLE 1 – NON-DISCRIMINATION

- 1.01 Nothing in this contract shall prevent compliance with applicable governmental laws or lawful regulations including laws prohibiting discrimination based on race, creed, religion, color, national origin, gender, political affiliation, age, or disability.
- 1.02 The parties agree not to interfere with the right of any employee covered by this contract to become a member of the Union, withdraw from membership in the Union, or refrain from becoming a member in the Union. There shall be no discrimination against any employee covered by this contract by reason of Union membership or activity, or lack of union membership or activity.
- 1.03 All references in this contract to employees of the male gender are used for convenience only and shall be construed to include all employees.

## ARTICLE 2 – UNION RECOGNITION

- 2.01 Pursuant to and in accordance with all applicable provisions of Chapter 447, Florida Statutes, and in accordance with the Public Employees Relations Commission Certification Number 2012, dated September 30, 2021, the City of Fernandina Beach (City) recognizes the Northeast Florida Public Employees, Local 630, Laborers International Union of North

America, AFL-CIO-CLC (Union) as the exclusive collective bargaining representative of the public employees described in Section 2.02 below.

2.02 List of all included positions: All full-time, non-exempt employees in the following classifications:

Accounting Clerk, Administrative Specialist, Building Inspector I, Building Inspector II, Building Inspector III, Chief Plant Operator, Code Enforcement Officer, Customer Service Specialist, Electrician/HVAC Technician, Engineer I, Evidence & Property Custodian, Fire Inspector, Foreman, Heavy Equipment Operator, Heavy Equipment Operator I-Stormwater, Heavy Equipment Operator II-Stormwater, Help Desk Specialist, Information Technology Technician, Lead Operator, maintenance Assistant, Maintenance Tech-Facilities, Maintenance Tech I, Maintenance Tech II, Maintenance Tech III, Maintenance Worker, Master Mechanic, Master Mechanic Senior, Mechanic, Meter Reader, Permit Specialist, Planning Technician, Plans Examiner, Plant Operator, Police Service Aide, Purchasing Agent, Records Coordinator, Recreation Aide, Recreation Coordinator, Recreation Leader, Sign Technician, Senior Building Inspector, Senior Electrician/HVAC Technician, Senior Permit Specialist, Senior Maintenance Worker, Senior Plans Examiner, Staff Assistant, Stormwater Operator I, Stormwater Operator II, Utility Billing Specialist, Warehouse Technician, Water Collector, Water Fitness Instructor, Water Locator, Water Tech I, Water Tech II, Wastewater Plant Operator Trainee, Wastewater Systems Technician I and Wastewater Systems Technician II.

2.03 The Business Manager of the Union, or his Alternate, will be the official spokesperson for the Union in any matter between the Union and the City. Any alternate designated by the Business Manager shall be designated in writing and include the period covered by such designation.

2.04 Employees of the bargaining unit shall have the right to join the Union, to engage in lawful concerted activities for the purpose of collective bargaining or other mutual aid and protection, and to express or communicate any view, grievance, complaint, or opinion, within the bounds of good taste related to the conditions or compensation of public employment or its betterment, all free from any restraint, coercion, discrimination, or reprisal. There shall be no restraint, discrimination, intimidation, or reprisal against any employee because of that employee's membership or lack of membership in the Union or by virtue of his holding office or not holding office in the Union. This provision shall be applied to all employees of the City and the Union.

## ARTICLE 3 – SECURITY AND DUES CHECK OFF

- 3.01 A copy of this Agreement shall be provided to all members of the bargaining unit in the following manner:
- a. The City agrees to have an electronic version with any amendments, Memorandum of Agreements and Memorandum of Understandings available for reference by bargaining unit employees.
  - b. The City agrees to provide all persons hired into a job classification represented by the Union a copy of the current Agreement.
- 3.02 Upon receipt of a written authorization from an employee covered by this Agreement, the City will deduct from the employee's pay the amount owed to the Union for dues and uniform assessments. It is understood that this provision will provide for at least twenty-six (26) deductions per year. The City will remit all sums to the Union within forty (40) days from the date of the deduction. The City's remittance will be deemed correct if the Union does not give written notice to the City within two (2) calendar weeks after a remittance has been received, of its belief, with reason(s), that the remittance is incorrect. The Union shall notify the City in writing thirty (30) days prior to any change in its regular dues structure.
- 3.03 The Union will indemnify, defend, and hold the City harmless against any claim made and against any suit instituted against the City on account of any deduction for Union dues or uniform assessments.
- 3.04 An employee may revoke his authorization for deduction of dues or uniform assessments, provided the employee gives written notice to the Union and the City's Human Resources Department. Dues revocation will be processed through the Union.
- 3.05 No deduction shall be made from the pay of any employee for any payroll period in which the employee's net earnings for that payroll period are less than the amount of dues to be checked off. Net earnings shall mean net after required deductions of federal taxes, social security, pension, and insurance benefits. Dues will be reinstated automatically once earnings exceed the amount of dues to be checked off.
- 3.06 All references to days shall refer to calendar days unless otherwise specified.

## ARTICLE 4 – MANAGEMENT RIGHTS

- 4.01 The Union agrees that the City has and will continue to retain, whether exercised or not, the sole right to operate and manage its affairs in all respects; and the powers of authority which the City has not officially abridged, delegated, or modified by the express provisions of the Agreement are retained by the City. The rights of the City, through its management officials, shall include, but shall not be limited to, the right to determine the organization of the City government; to determine the purpose of each of its constituent departments; to exercise control and discretion over the organization and efficiency of operations of the City, including the right to assign work and overtime; to hire, examine, classify, promote, train, transfer, assign, and schedule employees in positions of the City; to suspend, demote, discharge, or take other disciplinary action against employees for proper cause; to increase, reduce, change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work, funds, or other legitimate reasons; to determine the location, methods, means, and personnel by which operations are to be conducted, including the right to determine whether 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.
- 4.02 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, and to expend monies appropriated by the City Commission, as it shall deem desirable.
- 4.03 Those inherent managerial functions, prerogatives, and policy-making rights which the City has not expressly modified or restricted by a specific provision of this Agreement are not in any way, directly or indirectly, subject to the grievance procedure contained herein.
- 4.04 If it is determined that civil emergency conditions exist, including, but not limited to, riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the City Manager during the time of the declared emergency, provided that the wage rates and monetary fringe benefits shall not be suspended.

## ARTICLE 5 – UNION STEWARDS AND REPRESENTATION

- 5.01 The City recognizes and shall work directly with the Union Business Manager or Union stewards pursuant to Section 2.03 of this Agreement on all matters relating to grievances and interpretation of this Agreement.
- 5.02 Employees covered by this Agreement will be represented by six (6) stewards designated by the Union. Union stewards shall be active employees and members of the bargaining

unit. The Union will also name a chief steward in addition to the five (5) other stewards. The Chief steward can handle issues at any work location as needed; in addition, he will also act as a second primary contract for the Union (in addition to the Union Business Manager).

- 5.03 A written list of the Union stewards shall be furnished to the City's Human Resources Department prior to the effective date of their assuming duties of office. The Union shall notify the Human Resources Department promptly of any changes in Union stewards.
- 5.04 Officials of the Union, as designated in Section 2.03 of this Agreement may, with proper authorization, be admitted to the property of the City. Union officials shall be able to speak to employees before or after regular working hours or during the lunch period of said employees on City property in areas mutually agreed upon by the Union and the City.
- 5.05 Union representatives, while on City property and functioning as stewards, are subject to the same rules of the City as all other public employees, except as specifically provided in this Agreement.
- 5.06 Active solicitation by the Union of grievances and the collection of Union monies shall not be engaged on the City's property.
- 5.07 No employee shall function as a Union steward while on leave of absence without the mutual consent of the Union and the City.
- 5.08 When it becomes necessary for a Union steward to enter a work area other than his own for the purpose of conducting Union business authorized by the Agreement, he will secure permission for his presence from the Manager or designee of that work area and notify the Manager or designee of the general nature of his business. Such permission shall not be unreasonably withheld.

## ARTICLE 6 – UNION BUSINESS/PROHIBITION OF STRIKES

- 6.01 It is understood and agreed that employees functioning as Union stewards have productive work to perform and will not leave their jobs during work hours except after properly requesting and receiving authorization from their Department Director only after stating what official Union business is to be performed. Such Union business shall not be unreasonably withheld.
- 6.02 During the term of this Agreement, the City will provide up to two (2) days without loss of pay for LiUNA steward training for no more than six (6) Union stewards.



- 6.02 The City and the Union agree to meet and confer on matters of interest upon the written request of either party. The written request shall state the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the request or other subjects mutually agreed to, but it is understood that these meeting shall not be used to renegotiate this Agreement. Union representatives shall receive their regular pay for attending special meetings, provided that the meeting takes place during the representative's normal workday.
- 6.02 Strikes Prohibited: No public employee or employee organization may participate in a strike against a City by instigating or supporting, in any manner, a strike. Any violation of this section shall subject the violator to the penalties provided in Chapter 447.507 of the Florida Statutes or any amendments thereto. It is further agreed, and in consideration of this Agreement, that the City shall not, partially, or wholly lock out any employees for the duration of this Agreement. Lockouts shall be the denying of employee access to work to pressure the employees and/or the Union to accept the City's offered terms of employment. The City has the right to discipline any employee who violates the provisions of Section 6.01.

#### ARTICLE 7 – BULLETIN BOARDS/ELECTRONIC COMMUNICATION

- 7.01 The City shall provide the Union with suitable bulletin board space and the Union agrees to use the space provided only for Union business, to include:
- Notice of Union Meetings
  - Reports of Union Committees
  - Union Elections
  - Rulings and Policies of the Union
  - Notice of Recreational and Social Affairs
  - Official Grievance Documents and Related Attachments
  - Copies of MOA's or MOU's
  - Job Descriptions
  - Policies of the City
- 7.02 The Union agrees the space will not contain controversial or political material, such as taking sides on issues or supporting a particular candidate for public office.
- 7.03 The Union agrees to provide the City Human Resources Director copies of all materials or notices prior to posting on the bulletin board.

## ARTICLE 8 – HOURS OF DUTY AND OVERTIME

### 8.01 Duty Time:

- a. The normal work cycle shall be forty (40) hours in a seven (7) day period. The seven (7) day period shall begin on Sunday, 12:01 a.m., and end on Saturday midnight.
- b. The normal workday shall consist of eight (8) consecutive hours unless employee agreement is received for a split shift, exclusive of the lunch period, or in the case of other departments where ten (10) or twelve (12) hour workdays are scheduled. The day for shift workers shall begin at 7:00 a.m. and end at 7:00 a.m. the following day. Establishment of shift days, beginning times and rotation are the responsibility of management. Any changes in these shift parameters will be discussed with the shift employees prior to implementing any changes.
- c. Employees may, at times, be required to work an alternate workweek. The City will make every effort to give employees forty-eight (48) hours advance notice, unless otherwise agreed to by the affected employee.
- d. The City agrees to keep work in excess of established schedules at a minimum and to permit such work only when it is necessary to meet City operational requirements. The City agrees to schedule workers no more than sixteen (16) hours consecutively with an eight (8) hour rest period between shifts.

8.02 Employees will be allowed one (1) break period, not to exceed fifteen (15) minutes, in any consecutive four (4) hour period. The City shall designate when these occur. Employees are not permitted to leave the work site during the break period. Paid breaks will not be combined with any other breaks or meal periods or at the beginning or end of the work period. Break time will begin when the employee stops work and end when the employee returns to work. In the event a rest period cannot be granted because of an emergency, the supervisor may delay or cancel the rest period. Said rest period shall not be carried over to any other shift or day.

### 8.03 Overtime:

- a. All time authorized and worked in excess of the work cycle described in Section 8.01(a) above, shall be compensated at the rate of one and one-half (1 ½) times the regular pay of the employee or granted Compensatory “Comp” time in accordance with the Fair Labor Standards Act (FLSA) and this Article. Holiday, Vacation and PTO will count toward hours worked for overtime calculation.

- b. Overtime will not be worked without the prior approval of the Department Director or his designee.
- c. In the event an employee is called back to work after completing his work shift, he shall be paid for all time worked, but not less than three (3) hours at his appropriate overtime rate of pay.
- d. The City will make every effort to assign overtime in a fair and equitable manner. Each Division will develop an overtime roster for assignment of overtime if necessary and rotate qualified employees on an equal basis. However, qualifications to perform the job will be taken into consideration in assigning overtime. In the event of mandatory overtime, assignments will be made as follows:
  - 1. Volunteers
  - 2. Mandatory assignment will include all Union personnel of all Departments as necessary.

8.04 Comp Time:

An employee may elect to take compensatory leave time in lieu of over-time pay, if mutually agreed upon by the employee and the department Director or his/her designee, up to a maximum accumulation of eighty (80) hours. The accumulated compensatory hours may be carried over from year to year but shall not exceed forty (40) hours in total at any time.

All hours in excess of the maximum shall be in the form of pay. An employee who wishes to take compensatory leave time shall submit a leave request with reasonable notice. Approval or denial of the request will be made by the department Director or designee based on the operational or fiscal impact of the request.

An employee separating from the City on a voluntary or involuntary basis shall receive a lump sum payment for any accumulated compensatory time.

An employee shall be allowed to sell back forty (40) hours of compensatory time at the employee's regular hourly rate of pay once per year. Compensatory time sell-back shall not be pensionable.

- 8.05 Should an emergency be declared by the City Manager, employees that are directed to not report to work shall be compensated at one-half of their regular rate. Employees that are required to remain on duty shall be compensated at their regular pay. During hazardous conditions, as determined by the City Manager, or in the absence thereof his/her designee, employees shall be compensated at double their regular rate.

## ARTICLE 9 – ON-CALL STATUS

- 9.01 In the event of an emergency such as, but not limited to, hurricanes, man-made disasters, etc., employees must be ready to be called to work in an urgent situation during off-duty time. Any employee who is required to remain on an emergency stand-by basis and in telephone contact shall be compensated at the rate of time and one-half (1½) of the base rate of pay for a minimum of three (3) hours per twenty-four (24) hour period. Any employee who is required to remain on-site during an emergency beyond his/her normally scheduled hours will be compensated at the rate of time and one-half (1 ½) of the base rate of pay for a minimum of three (3) hours. Failure to comply may be considered insubordination and may be subject to disciplinary action.
- 9.02 Employees who accept after hours work must report within one (1) hour of receipt of the call. Employees who fail, after accepting after hours work to respond within one (1) hour of receipt of the call may be subject to disciplinary action.
- 9.03 Certain employees are required as a matter of public safety as determined by the city to be placed in an on-call status. The city will not restrict the movement of employees who are required to remain in this status; however, employees on an on-call status must respond to any calls made to them within thirty (30) minutes of receipt of the call in a city provided vehicle.
- 9.04 Employees will be compensated for remaining in an on-call status in the following manner:
- a. An employee placed in an on-call status will be paid for three (3) hours at the rate of time and one-half (1½) the base rate of pay each day for the week in which the employee is on-call. The three (3) hours will cover the first call-in each day. If the first call-in takes longer than three (3) hours, then the total hours will be paid at the overtime rate.
  - b. The employee shall be guaranteed not less than one (1) hours pay at the rate of time and one-half (1½) of their base rate of pay for each call-in after first call in for that on call 24-hour period. All time worked when on-call shall be paid at the rate of time and one-half (1½) the base rate of pay.

## ARTICLE 10 – PROMOTIONAL VACANCIES

- 10.01 The City will post position vacancies in the bargaining unit within 30 working days after the position becomes vacant. If the City deems it necessary to change, alter or not fill a position, the Union will be informed within ten (10) working days.

- 10.02 The City agrees to post vacancies within the bargaining unit for a minimum of seven (7) calendar days. An employee interested in a job vacancy will complete an application and submit to the Human Resources Department. Any applicant or City employee may request to be considered for the vacant position provided:
- a. The employee had no disciplinary action in the previous twelve (12) months. Informal counseling and verbal warnings will not be counted for purposes of this Article.
  - b. A new employee has completed 90-days of continuous employment.
- 10.03 All employees who meet the minimum qualifications for the position, as advertised, will be referred for consideration. Vacancies will be filled by selecting the best qualified candidate based upon prior experience directly or indirectly related to the job, education and formal training, performance history, required licenses and certificates, including all State certifications/licenses, seniority, and the interview.
- 10.04 In the event a qualified City employee and a qualified non-City employee are competing for the same position and the ability to perform the job is substantially equal, the City employee shall be given preference.
- 10.05 The provisions of this Article shall not apply to classifications when promotion is based upon obtaining a higher-level certification and/or license from a regulatory agency (Example: Plant Operators, Maintenance Technicians, Stormwater Operator, Wastewater Systems Tech, etc.). Provisions of this section shall also not apply whenever a position is being upgraded in classification and is already occupied by a City employee.
- 10.06 Any employee who is promoted to a classification having a higher pay grade than his current pay grade shall receive an increase of 5% above his regular rate or to the minimum rate of the new classification, whichever is greater. Promotions resulting in a change in pay grade of three or more pay grades shall result in an increase of 10% or to the minimum rate of the new classification, whichever is greater. Promotional increases may be exceeded at the time of promotion for employees who have key skills and have demonstrated outstanding performance.

An employee who elects to be demoted to a lower classification having a lower pay grade than his current pay grade shall receive a decrease of 5% below his regular rate. Demotions resulting in a change in pay grade of three or more pay grades shall result in a decrease of 10% below his regular rate. If the 5% or 10% demotion rate still exceeds the maximum of the new classification, the employee will be moved to the maximum rate.

- 10.07 Promoted employees shall not be placed on probation in their new classification unless they have not completed their initial 180-day probationary period as a new-hire.

10.08 Promotion increases shall not affect annual performance increase eligibility.

## ARTICLE 11 – PROBATIONARY PERIOD, SENIORITY, LAYOFF

11.01 Initial Probationary Period: The probationary period for each newly hired employee in the bargaining unit shall be 180 days continuous service following the date of hire. An interruption for authorized leave of absence shall not constitute a break in continuous service, but any time on leave without pay shall not be credited as time in service and will be added to the 180-day probationary status. An employee terminated during the probationary period does not have the right to grieve the termination under the grievance procedures.

### 11.02 Seniority

- a. Probationary employees do not acquire seniority with the City until they have successfully completed the probationary period. Upon completion, the employee's seniority date will commence with the employee's date of hire, if hired as a full-time employee, or date made regular status, if converted from seasonal or part-time status.
- b. City seniority is defined as an employee's continuous length of service with the City, commencing with last date of hire. When more than one (1) employee is hired on the same day, City seniority will be assigned in alphabetical order by last name.
- c. An employee's seniority will be broken when continuous service with the City is interrupted by resignation, discharge for cause, failure to return from an authorized leave of absence, lay-off for more than six (6) months, failure to respond to a recall within ten (10) working days, or retirement.

### 11.03 Layoff

- a. In the event of a lay-off for lack of funds or lack of work, employees will be given thirty (30) days written notice and will be laid off in inverse order of hire of the Union covered employees in the affected department. All part-time employees shall be laid off before any full-time employees within the same department that is being affected by the layoff. Employees shall be laid off by job classification with regard to seniority from least senior to most senior. The decision concerning which employee(s) are to be laid off within the affected job class shall be based upon the affected employee(s) ability to perform the remaining work available, past performance, and seniority. If all factors are equal, seniority in position shall take precedence in determining the order of the layoff with less senior employees in the position subject to lay off first.

- b. In the event laid off employees are recalled to work, recalls shall be in reverse order of lay-off.
- c. Notice of recall shall be sent to the former employee's last address by Certified Mail. All recalls must be responded to within ten (10) working days of receipt. Failure to respond will result in loss of seniority and recall rights.

## ARTICLE 12 – DISCIPLINE/GRIEVANCE PROCEDURE

### 12.01 Discipline

- a. An employee may be disciplined only for just cause. The employee and the Union shall be notified of a proposed action (excluding oral warnings) within ten (10) working days of the date of the incident giving rise to the charges. If extenuating circumstances exist, the Department Director will inform the Union Business Manager or designee there will be a delay in the discipline process.
- b. When an employee is questioned by management and the employee reasonably believes that the questioning may lead to disciplinary action against him, the employee has the right to request that a union representative be present at the meeting. The City will accommodate an employee's request for a union representative when a dismissal notice is being issued that may cause that employee to consider possible resignation. When an employee requests union representation pursuant to this Section, and a union representative is not immediately available, the City will agree to postpone the meeting for no longer than five (5) days in order for the employee to obtain union representation.
- b. Disciplinary actions involving discharge, demotion, or suspension with loss of pay, shall be subject to the Grievance procedure set forth in this Agreement.

### 12.02 Grievance Procedures

- a. It is the policy of the City to encourage discussion on an informal basis between a supervisor and employee concerning complaints. Such discussion should be held with a view to reaching an understanding that will resolve the matter in a manner satisfactory to the employee, without need for recourse to the formal grievance procedure. An employee's complaint will be presented and handled promptly and should be resolved at the lowest level of supervision consistent with the authority of supervisor. Nothing in this Article or elsewhere in this Agreement shall be construed to permit the Union to process a grievance (1) on behalf of any employee without his consent, or (2) with respect to any matter which is the subject of a grievance, appeal, administrative action before a governmental board or agency, or court proceeding brought by an individual employee or group of employees, or by the Union.

- b. A “grievance” shall consist of disputes about interpretations and/or applications of particular clauses of this Agreement, and about alleged violations of this Agreement, including formal written discipline. All references to the term “working day” when used in this procedure, shall mean calendar days Monday through Friday, excluding holidays.
- c. Nothing in this Agreement shall be construed to prevent any employee from presenting his own grievance to the City, in person or by legal counsel, and having such grievances adjusted without the intervention of the bargaining agent, if the adjustment is not inconsistent with the terms of the Agreement, and if the bargaining agent or his designee has been given reasonable opportunity to be present at any meeting called for the resolution of such grievance.
- d. Grievances shall be presented and adjusted in the following manner:

Step 1 - Department Director Level – If an employee initiates his grievance at this step, the grievance will be reduced to writing on a mutually agreed upon form, setting forth the facts of the complaint and the Article/Section violated, within five (5) working days after receipt. If a response is not provided within the time allotted, the grievance may be submitted to the Human Resources Director for action by the City Manager.

Step 2 - City Manager Level – If the grievance is not resolved at Step 1, the employee may submit the grievance in writing through the Human Resources Director to the City Manager within five (5) working days after receipt of the reply at Step 1. The City Manager will have ten (10) working days to respond, in writing, to the grievance.

Step 3 - Arbitration Level – If the grievance is not resolved at Step 2, the Union may request arbitration within ten (10) business days after receipt of the response at Step 2 by submitting a request in writing to the Human Resources Director outlining the specific provision(s) of this Agreement at issue. If the grievance is not appealed for arbitration within the time limits, the decision of the City Manager shall be final and binding upon the aggrieved employee and/or the Union.

A City representative and the Union Business Manager will meet within five (5) working days of receipt of the request for arbitration to jointly apply to the Federal Mediation and Conciliation Service for a panel of seven (7) arbitrators. Within ten (10) working days of receipt of said panel, the Union Business Manager and the City Representative will meet to select an arbitrator. Both the Union and the City shall have the right to



strike three (3) names from the panel. Lot chance will determine who shall strike a name out first.

The arbitrator shall issue his decision no later than thirty (30) days from the date of the closing of the hearings unless a later date is mutually agreed to by the Union and the City. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issue(s) submitted. The arbitrator shall limit his decision strictly to the application and interpretation of the specific provisions of this Agreement as requested by the Union and the City.

The decision of the arbitrator, if made in accordance with his jurisdiction and authority under this Agreement, shall be final and binding on the Union, the City, and employees in the bargaining unit. In reaching his decision, the arbitrator will use the preponderance of evidence standard of proof.

The arbitrator may fashion an appropriate remedy where he finds a violation of this Agreement, but no liability, monetary or otherwise shall accrue against the City or the Union. With respect to grievances involving termination of employment, the arbitrator shall not modify the City's disciplinary action unless he finds the City's action to be arbitrary or capricious.

The fees and expenses of the arbitrator shall be borne equally by both parties. Any party desiring a transcript shall bear the cost of it.

- e. Failure to initiate a grievance within the time limit specified shall be determined a waiver of the grievance right. Failure at any Step of this procedure to submit the grievance to the next Step within the specified time limit shall be deemed to be acceptance of the decision at that Step. 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 of the grievance process.

## ARTICLE 13 – WAGES

- 13.01 Effective October 1, 2021, all bargaining unit members shall receive a 5% cost of living increase, pursuant to the Memorandum of Understanding agreed to by the Union and the City on October 12, 2021.

13.03 Bargaining unit members may not exceed the top of their respective pay range. All increases are contingent upon receiving at least a “Meets Expectations” evaluation for the most recent performance review.

13.04 Effective on the first full pay period in October 2022 and October 2023, employees shall be advanced in pay according to a merit system outlined below. Annual appraisals will be completed on the General Employee Performance Evaluation form and will be rated as follows:

- 5 – Outstanding
- 4 – Exceeds Expectations
- 3 – Meets Expectations
- 2 – Improvement Needed

An overall rating for the entire review is then assigned based on a four (4) point system:

- A rating of 4 indicates the employee’s performance is exemplary and far exceeds the rating criteria.
- A rating of 3 indicates the employee’s performance is above average and exceeds the rating criteria.
- A rating of 2 indicates the employee’s performance meets the rating criteria and is average or satisfactory
- A rating of 1 indicates the employee’s performance does not meet the standards of the rating criteria and needs improvement or is unsatisfactory.

Annual merit increases will be based on the Overall Rating as follows:

- A Rating of 4 = 4% + Cost of Living Increase\*
- A Rating of 3 = 2% + Cost of Living Increase\*
- A Rating of 2 = Cost of Living Increase Only\*
- A Rating of 1 = No Increase

\* The Cost-of-Living increase for October 2022 will be based on the December 2021 Consumer Price Index for All Urban Consumers (CPI-U), South Region, with a minimum of 1.50% and a maximum of 2.50%. The Cost-of-Living increase for October 2023 will be based on the December 2022 Consumer Price Index for All Urban Consumers (CPI-U), South Region, with a minimum of 1.50% and a maximum of 2.50%. Should the CPI-U exceed 3.75%, the City and the Union agree to re-open this Article for negotiation.

13.05 An employee who receives an overall rating of “1” on the performance evaluation will be placed on a 90-day performance improvement plan (PIP). The employee will acknowledge his understanding of the PIP on the Performance Evaluation form. Following completion of the 90-day PIP, the employee will be further evaluated, and appropriate action taken.

13.06 Pay grade adjustments in the Pay and Classification Plan do not constitute a promotion.

13.07 Newly hired employees will receive a probationary evaluation upon completion of 180 days of service. No probationary increase will be provided at the conclusion of the probationary period.

#### ARTICLE 14 – VACATION/SICK LEAVE/PAID TIME OFF (PTO)

##### 14.01 Vacation:

a. For employees hired prior to October 1, 2004 and elected the vacation and sick leave plan, vacation shall be accrued as follows:

Years of Service	Length of Vacation
Less than 1 year	5 days (40 hours)
1 year, but less than 5 years	10 days (80 hours)
5 years, but less than 15 years	15 days (120 hours)
15 or more years	20 days (160 hours)

b. Management will approve vacation based on a first-come, first served basis. In the event of a conflict, seniority rules. Leave requests shall be submitted no earlier than six (6) months in advance and with reasonable notice before the requested leave would commence unless extenuating circumstances arise. The employee will be provided a valid reason for any denied vacation time.

c. Employees shall not be charged vacation leave for a holiday.

d. Absence due to sickness that is more than sick leave accrued may be charged to vacation leave upon the request of the employee.

e. Unused vacation leave shall be paid to the employee upon termination from City employment at the regular rate of pay received immediately prior to termination.

##### 14.02 Sick Leave:

a. For employees hired prior to October 1, 2004 and elected the vacation and sick leave plan, four (4.0) hours of sick leave will be accrued bi-weekly.

b. Employees may accrue a maximum of 1200 hours of sick leave.

c. To be eligible to use sick leave, the employee shall call in at least fifteen (15) minutes prior to the start of the employee's shift, unless extenuating circumstances prohibit.

d. Sick leave may be used for an illness or injury of the employee or a member of the employee's immediate family, provided a doctor's statement is received stating that it was necessary for the employee to be absent to care for the family member, if requested by the employee's supervisor. Members of the employee's immediate

family include the employee's parent or step-parent, spouse or child (to include foster children).

- e. The City, at its discretion, may require an employee to present a doctor's certificate stating that the employee was unable to work to support the sick leave taken. Failure to provide a certificate, if requested, will result in the employee being charged absence without leave and result in loss of pay for the time missed.
- f. Employees shall have the option to sell back to the City twelve (12) hours sick leave the last pay period prior to the Christmas Holiday provided the employee has used less than twenty-four hours during the fiscal year.

#### 14.03 Paid Time Off (PTO)

- a. For employees hired after October 1, 2004 or employees that elected PTO instead of the vacation and sick plan, PTO shall be accrued as follows:

<u>Years of Service</u>	<u>Length of PTO</u>
Less than 1 year	15 days (120 hours)
1 Year, but less than 5 years	20 days (160 hours)
5 years, but less than 10 years	25 days (200 hours)
10 years, but less than 15 years	28 days (224 hours)
15 or more years	32 days (256 hours)

- b. Effective October 1, 2022, employees will be allowed to carry forward unused PTO to a maximum of 900 hours. Effective October 1, 2023, employees will be allowed to carry forward unused PTO to a maximum of 600 hours.
- c. Management will approve PTO based on a first-come, first served basis. In the event of a conflict, seniority rules. Leave requests shall be submitted no earlier than six (6) months in advance and with reasonable notice before the requested leave would commence unless extenuating circumstances arise. The employee will be provided a valid reason for any denied PTO time.
- d. Employees shall not be charged PTO leave for a holiday.
- e. Employees who opted into the PTO plan when initially offered in 2004 may have accrued sick leave time kept in a separate bank. Employees will be allowed to use this sick leave time with a doctor's statement. Employees will be allowed to use time from this bank for illness or injury for their spouse or children provided they reside in the same household, and they present a doctor's statement stating their presence is needed.
- f. Up to forty (40) hours of PTO will be paid out upon voluntary separation or retirement with the City.

## ARTICLE 15 – LEAVE OF ABSENCE AND OTHER FORMS OF LEAVE

15.01 Family & Medical Leave (FMLA): The City and the Union agree to observe the requirements of the Family Medical Leave Act. Eligible employees may take up to twelve (12) work weeks of leave in a rolling 12-month period for one or more of the following reasons:

- The birth of a son or daughter or placement of a son or daughter with the employee for adoption or foster care;
- To care for a spouse, son, daughter, or parent who has a serious health condition;
- For a serious health condition that makes the employee unable to perform the essential functions of his or her job; or
- For any qualifying exigency arising out of the fact that a spouse, son, daughter, or parent is a military member on covered active duty or call to covered active duty status.

Employees shall notify the Human Resources Department 30 days in advance when the need for leave is foreseeable. When the need for leave is foreseeable less than 30 days in advance or is unforeseeable, employees must provide notice as soon as possible and practicable under the circumstances. Human Resources will provide written notice to the employee after notification received of approval/denial of leave.

Employees may use accrued PTO, Sick or Vacation leave for FMLA; otherwise, it will be unpaid.

15.02 Military Leave: Both parties hereto agree to comply with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and Florida law regarding military leave.

15.03 Bereavement Leave: The City shall grant up to five (5) days of paid bereavement leave due to the death of an immediate family member. Immediate family is defined as the employee's parent or stepparent, spouse, or child (to include foster children).

Up to three days of paid bereavement leave will be provided due to the death of the employee's parent-in-law, child's spouse, sibling, grandparents, or grandchildren. Special consideration will also be given to any other person whose association with the employee was similar to any of the above relationships.

One day of bereavement leave may be granted due to the death of any other family member not included above who is related by blood or marriage in order that the employee may attend funeral services.

15.04 Jury Duty: An employee summoned to jury duty or subpoenaed or summoned to appear in court as a witness in connection with the performance of duties with the City will be granted administrative leave with pay. If released by the court prior to the end of the employee's normally scheduled workday, the employee is expected to return to work.

Eligibility for administrative leave requires the employee to deposit with the Finance Department any monetary payment received for jury duty or court appearance.

15.05 Personal Leave of Absence (Non-FMLA): All requests for a leave of absence (Non-FMLA) shall be in writing and approved by the Department Director and City Manager. Employee shall not engage in any outside employment during an authorized personal leave of absence unless approved in advance by the City Manager. It is understood and agreed that all leaves of absence shall be without pay and will not exceed thirty (30) calendar days per year.

## ARTICLE 16 – HOLIDAYS

16.01 The following holidays are designated as paid holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- Good Friday
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Friday following Thanksgiving Day
- Christmas Eve
- Christmas Day

Whenever any paid holiday listed above occurs on a Saturday, the preceding business day shall be considered as a holiday. When any paid holiday occurs on Sunday, the following business day shall be considered as a holiday. Some bargaining unit positions may observe the holiday on the day of the week it occurs, rather than the day prior or next day (e.g., Plant Operators).

16.02 Employee shall receive their regular rate of pay for each designated holiday for the regular scheduled workday (e.g., 8, 10 or 12 hours).

- 16.03 Employees required to work on a holiday will receive the holiday pay in Section 16.02 above plus a rate of one and one-half (1 ½) times their base rate of pay for all hours worked that day.
- 16.04 In computing overtime, holidays shall be counted as days worked; however, if a holiday falls on an employee's regular day off, then the holiday shall not be counted as time worked.
- 16.05 In order to be paid for a holiday, an employee must work or be in a pre-approved paid leave status (PTO, sick, vacation, FMLA) the scheduled workday before and after the holiday. Upon furnishing a doctor's excuse for a minimal notice PTO leave, the PTO may be approved at the discretion of the Department Director.

## ARTICLE 17 – EMPLOYEE BENEFITS

- 17.01 Medical Insurance: The City shall provide individual basic medical insurance for employees. Employees hired prior to October 1, 2013 shall contribute forty-five percent (45%) of the cost of insurance for dependent coverage. Employees hired on or after October 1, 2013 shall contribute fifty percent (50%) of the cost of insurance for dependent coverage for the period of this Agreement.
- 17.02 Life Insurance: The City agrees to provide term life insurance coverage for employees at no cost to the employee. The benefit provided shall be one times the employee's annual salary, rounded to the nearest thousand and recalculated annually.
- 17.03 Pension Plan: The City provides for a defined benefit pension plan, The General Employees' Pension Plan, with a six-year vesting period. Both the City and the employees contribute to the fund. The City agrees to maintain a defined benefit pension plan as it now exists. Any change to the plan that requires an increase in the employee contribution shall be mutually agreed upon by the employees, the City, and the General Employees' Pension Board.
- 17.04 Employee Assistance Program: The City agrees to provide an Employee Assistance Program at no cost to the employees. Through the Employee Assistance Program, the City provides confidential access to professional counseling services for assistance in confronting certain personal issues. More information about this program may be found in the City's Personnel Policy Manual or by contacting the Human Resources Department.

## ARTICLE 18 – EDUCATIONAL ASSISTANCE

- 18.01 The City may make educational assistance available to regular full-time employees who have completed 180 calendar days of service. While educational assistance is expected to enhance performance and abilities, the City cannot guarantee that participation in formal education will result in advancement, a different job assignment or pay increases.
- 18.02 The Union agrees that the City's Personnel Policy Manual will cover the educational assistance program under this Article.
- 18.03 Employees approved for educational assistance must agree to remain with the City for a period of two (2) years from the date of completion of each educational assistance received. Failure to complete the service requirement obligates the employee to repay the City on a pro-rated basis (1/24<sup>th</sup> credit is given for each month of service following completion of the educational assistance program). This provision does not obligate the City to employ an employee for any set duration.

## ARTICLE 19 – UNIFORMS

- 19.01 An annual uniform allowance of three-hundred dollars (\$300) will be provided to employees required to wear uniforms, excluding Maintenance Department employees who perform automotive maintenance duties as their primary job function. The automotive maintenance employees will be provided a uniform service, as determined by the City in lieu of the \$300 uniform allowance. Uniform allowances will be issued in two installments each fiscal year: \$150 in the first full pay period of October and \$150 in the first full pay period of April. Uniform purchases may include shirts, slacks, shorts (if wearing of shorts is not a safety issue), hats, jackets, and rain gear, and must have the City emblem if feasible. Employees receiving the uniform allowance will be required to be in uniform when on duty. Uniforms will not be worn while in an off-duty status except while traveling to and from work.
- 19.02 The employee will provide for the cleaning and repair of uniforms. Upon leaving City employment, all uniform shirts will be returned.
- 19.03 The City will appropriate two hundred dollars (\$200) per administrative employee each fiscal year as a clothing allowance. Clothing allowances will be issued in two installments each fiscal year: \$100 in within the first full pay period of October and \$100 in the first full pay period of April.



## ARTICLE 20 – SAFETY & HEALTH

- 20.01 Both the City and the Union agree to make a concerted effort to conform and comply with applicable laws as to safety and health.
- 20.02 The City and the Union will cooperate in the continuous objective of eliminating safety and health hazards due to unsafe working conditions. No employee shall be required to perform work where there is imminent danger to life and/or limb.
- 20.03 Employees covered by the Agreement shall comply with all safety rules and regulations established by the City.
- 20.04 Should an employee believe that unsafe working conditions exist in any work area, the employee, shall, as soon as possible, report the condition to his immediate managerial supervisor. The supervisor shall investigate the report and respond to the employee in writing with his findings within five (5) working days. Should the employee disagree with the supervisor's response, the employee may report condition to his Department Director.
- 20.05 In compliance with established safety practices and laws, the City agrees to provide personal protective equipment, safety wearing apparel and other necessary equipment required to protect employees from injury or disease. Safety apparel shall include safety boots, safety glasses, gloves, hard hats, ear protection, and chaps.
- 20.06 The City agrees to provide a three-hundred-dollar (\$300) safety shoe allowance to employees required to wear safety shoes in the performance of their duties. The safety shoe allowance will be paid each fiscal year during the contract period. Safety shoes must meet ASTM F2412 and ASTM F2413 standards.
- 20.07 The City agrees to subsidize up to one-hundred-fifty dollars (\$150) each fiscal year during the contract period towards the purchase of prescription safety glasses. Safety glasses must meet ANSI Standard #Z87.1 and have side shields. The employee must wear side shields on safety glasses while on duty. Employees are required to submit their purchase receipt to Finance for reimbursement.
- 20.08 Failure of employees to wear appropriate personal protective equipment for the job being performed will be considered willful neglect, subject to discipline. Employees who fail to follow established safety regulations, fail to use all personal protective equipment provided by the City, and/or fail to work in a safe manner, shall constitute just cause for discipline, up to and including termination.
- 20.09 The City shall maintain a workplace safety program in accordance with the City's Personnel Policy Manual. The Union shall have representation on the Safety Committee.

- 20.10 The City agrees to provide first aid kits that are accessible to employees. The City also agrees to provide transportation to medical facilities if an employee is injured on the job and requires such transportation.
- 20.11 The City agrees to provide Bloodborne Pathogen Training to employees. The City agrees to provide Hepatitis B vaccinations at no cost for employees in at-risk positions, if the employee desires.

## ARTICLE 21 – WORKERS COMPENSATION

- 21.01 Workers' compensation benefits will be provided in accordance with the Workers' Compensation Law, Chapter 440, Florida Statutes, to an employee who is disabled because of an on-the-job injury arising out of, and in the course of, activities related to his employment.
- 21.02 An employee who sustains an injury resulting in disability which is compensable under the Worker's Compensation Law shall be carried in full pay status for a period not exceeding seven (7) days. Under no circumstances shall the employee receive more than one-hundred percent (100%) of regular earnings while on Workers Compensation leave. Such pay will be contingent upon written confirmation of inability to work from the Workers Compensation physician treating the employee.
- 21.03 If the employee is unable to resume work at the end of the seven (7) day period, Workers' Compensation payments will commence. The employee may elect to use his PTO, or sick and vacation time to make up the difference between the Worker's Compensation payment and his base salary. If the employee desires to use accrued leave to supplement Worker's Compensation payments, the employee must request the leave in writing to his supervisor. The employee's department will report the hours used to payroll on a bi-weekly basis. If a holiday occurs during the employee's absence, and accrued leave is being used, the supplement for the holiday shall be charged to holiday pay.
- 21.04 Employees will continue to accrue PTO, or sick and vacation leave while on Workers Compensation, for up to twelve (12) weeks. If the employee is not able to return to duty (or light duty if available) after twelve (12) weeks, no further leave accrual will occur, and the employee's pay will revert exclusively to Workers Compensation payments.
- 21.05 Failure to return to work upon release by the Workers Compensation physician for a period of three scheduled workdays will be treated as a resignation.

## ARTICLE 22 – DRUG & ALCOHOL TESTING

22.01 In the interest of public and employee safety, and the professional image of City government, the City has implemented a drug and alcohol-free workplace policy. The Union agrees to support the City policy and understands that random, reasonable suspicion, and post-accident drug and alcohol testing will be required of employees in the bargaining unit. Any employee who refuses to comply with a legitimate order for testing, who provides false information in connection with a test, or who attempts to falsify test results through tampering, contamination, adulteration, substitutions, or any other means shall immediately be removed from duty, placed on leave without pay status, and terminated from City employment.

The City and Union agree to follow the City's Personnel Policy on Drug Testing.

## ARTICLE 23 – SEVERABILITY

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

## ARTICLE 24 – ENTIRE AGREEMENT

24.01 The Parties acknowledge that during negotiations which resulted in this Agreement, each Party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

24.02 Prior Actions: This Agreement supersedes and cancels all prior practices and agreements, whether written or oral; all prior charges, complaints, grievances, discharges, reprimands, and other disciplinary actions; and constitutes the complete and entire Agreement between the parties.

24.03 Except as provided elsewhere, this Agreement shall be effective from October 1, 2021 through September 30, 2024.

ARTICLE 25 – DURATION

- 25.01 This Agreement shall be in full force and effect as of the 1st day of October 2021 and shall remain in full force and effect through the 30<sup>th</sup> day of September 2024. This Agreement shall remain in full force and effect during the period of negotiations of any successor agreement.
- 25.02 In the event the City and the Union fail to secure a successor agreement prior to the expiration date of this Agreement, the parties may mutually agree in writing to extend this Agreement for any period, provided that any such successor agreement will be effective as of the date agreed upon and will not necessarily be retroactive to the expiration date of this Agreement.
- 25.03 If it is determined that civil emergency conditions exist, including but not limited to, riots, civil disorders, severe weather conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the City Manager during the time of the declared emergency, provided wage rates and monetary fringe benefits shall not be suspended.

WITNESS, or hand and sealed this 21st day of December, 2021, in Fernandina Beach, Florida.

CITY OF FERNANDINA BEACH

  
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DALE L. MARTIN  
City Manager

ATTEST:

  
\_\_\_\_\_

CAROLINE BEST  
City Clerk

CITY OF FERNANDINA BEACH

  
\_\_\_\_\_

MICHAEL LEDNOVICH  
Mayor – Commissioner

APPROVED AS TO FORM & LEGALITY:

  
\_\_\_\_\_

TAMMI E. BACH  
City Attorney

NORTHEAST FLORIDA PUBLIC EMPLOYEES,  
LOCAL 630, LIUNA, AFL-CIO-CLC

  
\_\_\_\_\_

RONNIE BURRIS  
Business Agent, Union