

**RETIREMENT PLAN AND TRUST FOR THE GENERAL EMPLOYEES OF
THE CITY OF WILLISTON**
Summary Plan Description

Plan Trustee

Florida Municipal Pension Trust Fund

Plan Administrator

Florida League of Cities, Inc.
301 S. Bronough Street
Tallahassee, FL 323021

Plan

The Plan represents the full-time General Employees of the City of Williston excluding part-time and temporary employees and excluding the position of the City Manager.

Agent for Legal Process

Fred Koberlein, City Attorney
Koberlein Law Offices, PLLC
855 SW Baya Drive
Lake City, FL 32025

Effective Date

10/01/83

Plan Anniversary Date

October 1 each year

Plan Year

Fiscal Year: Twelve month period beginning 10/01 and ending 09/30

Eligibility

Employees shall become participants in the plan immediately when hired.

Salary:

Fixed monthly compensation including vacation pay, sick pay, and holiday pay, but excluding overtime, bonuses, lump sum payments and all other extraordinary compensation.

Credited Service:

Total number of years and fractional parts of years of service measured from date of employment.

Final Monthly Compensation:

One-twelfth of the highest average earnings during the five (5) best years of creditable service out of the last ten (10) prior to separation as an active member or the career average, whichever is greater.

Accrued benefit:

Means a fraction of the benefit to which a Participant would be entitled at their Normal Retirement Date. The numerator of the fraction is the years of participation completed to date and the denominator is the years of participation in the Plan that would have been earned if the Participant continued employment until their Normal Retirement Date.

Normal Form of Benefit:

The normal form of benefit is a single life annuity.

Normal Retirement Date:

A member's normal retirement date shall be the first day of the month coincident with, or next following attainment of age sixty-two (62) and five (5) years of service.

Normal Retirement Benefit:

The monthly retirement benefit shall be equal to the number of years of credited service multiplied by 2.25% and multiplied by average final monthly compensation.

Early Retirement:

Updated August 2013

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This summary was designed to provide a brief description of the benefits provided and does not include all the provisions or exclusions in the Plan Document. The Employee should not rely on this information in making retirement decisions. If this outline disagrees with the Plan Document in any way, the Plan Document will govern.

A member shall retire on his early retirement date, which shall be the first day of any month coincident with or next following the attainment of age 55 and the completion of 5 years of credited service.

Early Retirement Benefit:

The amount of the accrued benefit will be reduced by the actuarial equivalent percentage for each year before the normal retirement date.

Termination of Service Benefit:

If a member's employment is terminated either voluntarily or involuntarily and the member has less than five (5) years of credited service upon termination, the member shall be entitled to a refund of the money he or she has contributed with interest at a rate of five percent (5%) per annum, compounded annually, or the member may leave it deposited with the Fund.

If a member has five (5) or more years of credited service upon termination, the member shall be entitled to his or her accrued monthly retirement benefit, starting at the member's otherwise normal or early retirement date, provided he or she does not elect to withdraw his or her contributions and provided he or she survives to his or her normal or early retirement date.

Disability

A member deemed to be totally and permanently disabled from injury or disease will receive a monthly benefit immediately and payable for life, or until recovery from the disability before age sixty-five (65), in an amount which is the actuarial equivalent at the date payments begin on the accrued benefit under the plan.

Death Benefit

Death Prior to Vesting:

If a member dies prior to retirement, and he or she is not vested, his or beneficiary shall receive a refund of one hundred percent (100%) of the member's accumulated contributions.

Death after Vesting:

If a member dies prior to retirement, and he or she is vested, his or her beneficiary shall receive the actuarial value of the vested accrued benefit at the date of his termination of employment plus interest thereon using the interest rates used for the actuarial valuation of the Plan in each of the years subsequent to termination of his or her employment.

DROP

Available to a participant who reaches Normal or Early Retirement Date. Earnings credited at 6.5% annual interest compounded monthly. Maximum participation of sixty (60) months.

Employee Contributions:

Members of the Plan shall be required to make regular contributions to the Fund in the amount of 5% of their salary on a pre-tax basis. (After-tax prior to October 1, 2000)

Claim Procedure

A Participant or his beneficiary shall notify the City in writing if he or she does not receive benefits to which he or she is entitled. Said notice shall set forth the benefits to which the participant or his beneficiary is entitled. If said benefits are denied or are not paid within sixty (60) days after said written notice, the City shall notify the Participant that he or she or his or her duly authorized representative may appear before a representative of the City and present evidence as to begin entitled to such benefits , and may submit issues and comments and review pertinent documents, which said notice shall also include:

- (a) the specific reason or reasons for denial;
- (b) specific reference to pertinent Plan provisions on which the denial is based;

- (c) a description of any additional material or information necessary to the claimant to perfect the claim and an explanation of why such material or information is necessary; and
- (d) an explanation of the Plan's claim review procedure.

The decision of the City's representative shall be final.

Forfeiture of Pension

Any Participant who is convicted of the any of the following offenses committed prior to retirement, or whose employment is terminated by reason of his admitted commission, aid or abetment of the following specified offenses, shall forfeit all rights and benefits under this Fund, except for the return of his accumulated contributions as of the date of termination.

- (A) Specified offenses are as follows:
 - (1) The committing, aiding or abetting of an embezzlement of public funds;
 - (2) the committing, aiding or abetting of any theft by a public officer or employee from employer;
 - (3) bribery in connection with the employment of a public officer or employee;
 - (4) any felony specified in Chapter 838, Florida Statutes;
 - (5) the committing of an impeachable offense.
- (B) The committing of any felony by a public officer or employee who willfully and with intent to defraud the public or the public agency, for which he acts or in which he is employed, of the right to receive the faithful performance of his duty as a public officer or employee, realizes or obtains or attempts to obtain a profit, gain, or advantage for himself or for some other person through the use or attempted use of the power, rights, privileges, duties or position of his public office or employment position.
 - (1) Conviction shall be defined as follows: An adjudication of guilt by a court of competent jurisdiction; a plea of guilty or a nolo contendere; a jury verdict of guilty when adjudication of guilt is withheld and the accused is placed on probation; or a conviction by the Senate of an impeachable offense.
 - (2) Court shall be defined as follows: Any state or federal court of competent jurisdiction which is exercising its jurisdiction to consider a proceeding involving the alleged commission of a specified offense. Prior to forfeiture, the Board shall hold a hearing on which notice shall be given to the Participant whose benefits are being considered for forfeiture. Said Participant shall be afforded the right to have an attorney present. No formal rules of evidence shall apply, but the Participant shall be afforded a full opportunity to present his case against forfeiture.

Any Participant who has received benefits from the Plan in excess of his accumulated contributions after Participant's rights were forfeited pursuant to this section shall be required to pay back to the Fund the amount of the benefits received in excess of his accumulated contributions. The Board may implement all legal action necessary to recover such funds.

Source of Financing Plan

The Plan is funded through contributions made by the City and Plan Participants.

Applicable Regulations Governing Establishment, Operation and Administration of the Plan

Chapter 112, Part VII, Florida Statutes; Chapter 60T-1, FAC, Internal Revenue Code

Board of Trustees

Cal Byrd
Clay Connolly
Danny Etheridge
Debra Jones
Fran Taylor

Mailing Address for Board of Trustees:

City of Williston
P.O. Drawer 160
Williston, FL 32696

The following documents are attached:

- 1. Report of actuarial summary
- 2. A description of the relevant provisions of collective bargaining agreement

City/District Name: Williston

Employee group(s) covered: General

Current actuarial valuation date: 10/1/2013

Date prepared: 1/21/2015

Number of plan participants:	60	Averages for all plans with 2013 current actuarial valuation date	
Actuarial Value of Plan Assets:	\$4,004,606		
Actuarial Accrued Liability (AAL):	\$3,612,555		
Unfunded Accrued Liability (UAL):	(\$392,051)		
Market Value of Plan Assets:	\$4,004,606		
Funded Ratio (5-year history):			
Current valuation	110.85%	78.08%	*
1 year prior	99.94%	74.07%	*
2 years prior	82.47%	73.07%	*
3 years prior	84.13%	75.26%	*
4 years prior	75.99%	75.40%	*
Rate of Return:			
Actuarial Value, Actual (2013 Plan Year)	12.81%	9.10%	
Market Value, Actual	12.81%	12.20%	
Assumed	7.00%	7.60%	
Funding requirement as percentage of payroll:	9.80%	52.00%	**
Percentage of payroll contributed by employee:	5.00%	6.15%	**

Benefit Formula Description: 2.25% X AME X SC

AFC Averaging Period (years): 5

Employees covered by Social Security? Yes

Actuarial Value of Plan Assets: Assets calculated under an asset valuation method smoothing the effects of volatility in market value of assets. Used to determine employer contribution.

Market Value of Plan Assets: Market Value of Assets less DROP Account Balances, if any.

Actuarial Accrued Liability (AAL): Portion of Present Value of Fully Projected Benefits attributable to service credit earned as of the current actuarial valuation date.

Unfunded Accrued Liability (UAL): The difference between the actuarial accrued liability and the actuarial value of assets accumulated to finance the obligation.

Funded Ratio: Actuarial Value of Plan Assets divided by Actuarial Accrued Liability (GASB)

Assumed Rate of Return: Assumed long-term rate of return on the pension fund assets.

Funding requirement as percentage of payroll: Total Required Contribution (employer and employee) divided by total payroll of active participants

AFC: Average Final Compensation or some variant of compensation (e.g., AME (Average Monthly Earnings), FAC (Final Average Compensation), FMC (Final Monthly Compensation) etc.)

SC: Service Credit

*Adjusted by excluding plans from average whose Funded Ratios were not within two standard deviations from the mean

**Plans with zero payroll excluded from averages

COLLECTIVE BARGAINING AGREEMENT

CITY OF WILLISTON
AND
AMERICAN FEDERATION OF STATE COUNTY AND
MUNICIPAL EMPLOYEES

October 1, 2013 – September 30, 2014



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Collective Bargaining Agreement
City of Williston and AFSCME Council 79
For the period October 1, 2013 to September 30, 2014

Preamble

This agreement is entered into between the City of Williston ("Employer") and AFSCME Florida Council 79 ("Union").

The intent of the parties and purpose of this Agreement is 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 to protect the public, 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.

Article 1 - Union Recognition

Pursuant to, and in accordance with, all applicable provisions of Chapter 447, Florida Statutes, the Employer recognizes the Union as the exclusive collective bargaining representative for those Employees in the defined bargaining unit for the purpose of bargaining collectively in the determination of the wages, hours, and terms and conditions of the public employees within the bargaining unit covered by PERC certification number 1657, issued February 8, 2008.

Article 2 – Management Rights

2.1 It is the right of the City to determine unilaterally the purpose(s) of each of its constituent departments; to set standards of services to be offered to the public; and, to exercise discretion and control over its organization and operations. The Union expressly recognizes the City's sole and exclusive right to manage and direct the employees of the City.

2.2 The Union recognizes that all statutory and inherent managerial rights, prerogatives and functions are retained and invested exclusively in the City except as expressly modified or restricted by specific provisions of this Agreement.

The Union recognizes that the City has the sole and exclusive rights, powers, authority, judgment and discretion, including, but not limited to, the following:

- A. To determine the organization of City government;
- B. To determine the purpose of each of its constituent departments or subdivisions;
- C. To exercise control and direction over the organization and efficiency of the operation of the City;
- D. To set standards of productivity and for the service to be rendered;
- E. To manage and direct the employees of the City;
- F. To hire employees, determine their qualifications, assign and direct their work, to classify, transfer, promote, train, schedule, retain, lay-off, recall, and retire employees;
- G. To reprimand, suspend, demote, discharge, or otherwise discipline employees;
- H. 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 the lack of work, funds or other legislative reasons that are not in conflict with this Agreement;
- I. To determine the location, methods, means and personnel by which operations are to be conducted;
- J. To determine the number of employees to be employed by the City;
- K. To establish, change, modify, expand, reduce, alter, combine, transfer, assign or cease any job, department, operation, service or project;

- L. To establish, change or modify duties, tasks, responsibilities or requirements within the job description in the interest of efficiency, economy, technological change or operation requirements;
- M. To establish implement and maintain an effective internal security practice;
- N. To set dress code and uniform standards;
- O. To set the starting and stopping time and to schedule the number of hours and shifts to be worked;
- P. To approve or disapprove time off from work or leave without pay;
- Q. To use independent contractors to perform work or services, to subcontract, contract out, close down or relocate the City's operations or portions thereof;
- R. To control and regulate the use of City machinery, facilities, equipment and other property of the City;
- S. To establish, change, combine, or modify the duties, tasks, responsibilities or requirements within the job descriptions, policies, and rules and regulations of the City; and,
- T. To promulgate and enforce the City's personnel manual.

2.3 The City's failure to exercise any right, prerogative, or function, hereby reserved to it, or the City's exercise of any such right, prerogative or function in a particular way, shall not be considered a waiver of the City's right to exercise such right, prerogative or function or preclude from exercising the same in some other way not in conflict with the express provisions of this Agreement.

2.4 The above rights of the City are not all inclusive but indicate the type of matters or rights which belong to and are inherent to the City in its capacity of management. Any rights, powers and authority the City had prior to entering into this agreement are retained by the City, except as expressly and specifically abridged, delegated, granted or modified by this Agreement. Those inherent and common law management functions and prerogatives which the City has not expressly modified or restricted by specific provisions of this Agreement are not in any way, directly or indirectly, subject to the grievance procedure.

2.5 If in the discretion of the Mayor, and/or his designee, it is determined that civil emergency conditions exist, including riots, civil disorders, hurricane conditions or what is judged to be a public danger or emergency, the provisions of this Agreement may be

Collective Bargaining Agreement
City of Williston and AFSCME Council 79
For the period October 1, 2013 to September 30, 2014

suspended by the Mayor and/or his designee during the time of the declared emergency provided that the wage rates and monetary fringe benefits shall not be suspended.

Article 3 - Employee Rights

3.1 The parties agree not to interfere with the right of any eligible employee to become a member of the Union, withdraw from membership in the Union or refrain from becoming a member of the Union

3.2 There shall be no discrimination by the Employer against any bargaining unit employee because of such individual's race, color, religion, creed, sex, national origin, disability, age or marital status.

3.3 Nothing contained in this Agreement shall foreclose any Employee covered by this Agreement from pursuing any right or remedy, not including arbitration as defined in Article 6 available under this Agreement without representation of the Union. Further, nothing contained in this Agreement shall foreclose any Employee from discussing a non-contract problem directly with his immediate supervisor or other Department Head without the intervention of the Union, provided that the immediate supervisor or other Department Head agrees to discuss and/or attempt to resolve the matter outside the formal grievance procedure.

Article 4 - Bulletin Boards

4.1 The City will provide the Union bulletin board space for its exclusive use in the Department. The Union may post notices regarding the Union's meetings, elections and matters relating to the Union's business administration of this Agreement and professional education material. The Union may also provide its own bulletin boards.

4.2 No material, notices or announcements shall be posted which contain anything which adversely reflects upon the City of Williston, its independent agencies, or any labor organization among its Employees. Copies of any material posted shall be initialed by the Union's elected stewards and a copy shall be provided to the City Manager. Any documents posted on the bulletin board which are not initialed may be removed by the City Manager, the Department Head or designated appointee. If the document is removed, the City Manager, Department Head or designated appointee shall notify the Union's elected stewards that the document was removed.

Article 5 - Dues Deduction

5.1

- a) Upon receipt of a written authorization form from an Employee covered by this Agreement, the Employer will deduct the appropriate amount of Union dues and uniform assessments from the Employee's pay. This provision will provide for 52 or 26 deductions per year as applicable. The Employer will remit to the Union such sums no later than the tenth (10th) day of each month following such deductions. Changes in the Union membership dues rate will be certified to the Employer in writing over the signature of the authorized officer(s) of the Union, and shall be done at least thirty (30) days in advance of the effective date of such change. The Employer's remittance will be deemed correct if the Union does not give written notice to the Employer within two (2) calendar weeks after a remittance. On a monthly basis, the City will provide the Union with a report, showing the amount deducted and for whom, to be included with the monthly checks.
- b) Deductions for Union dues and or uniform assessments shall continue until:
 - 1) the Employee revokes their authorization for dues deduction by submitting a signed letter to the Payroll Section revoking such authorization, with a copy to the Union; or,
 - 2) The authorization for dues deduction is revoked pursuant to Section 447.507 Florida Statutes; or,
 - 3) The termination of employment; or,
 - 4) The transfer, promotion or demotion of the Employee out of the bargaining unit; or,
 - 5) The Union is no longer certified to represent the Employees in the bargaining unit.
- c) Requests for dues deduction or revocation of dues deduction will be processed on the next available payroll.
- d) 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 deducted. Net earnings shall mean earnings after required deductions are made for Federal taxes, Social Security, pensions, credit union, and health and life insurance.
- e) The Union will indemnify, defend and hold the Employer harmless against any claim and against any suit instituted against the Employer on account of any deductions for Union dues or uniform assessments.

Article 6 - Grievances and Arbitration Procedure

6.1

- a) For the purpose of this Agreement, a "grievance" is defined as a dispute involving the interpretation or application of this Agreement.
- b) The term "days" as used shall mean calendar days.
- c) The term "employee" shall not include probationary employees.
- d) Time limits may be waived by mutual consent.
- e) Written notification is complete upon mailing in the U.S. Mail to the Employee's last known address listed in the Employer's personnel record maintained by the City. Hand delivery is an acceptable alternative. Service is effective if the Employee is competent to receive same.
- f) Where a grievance is general in nature in that it applies to number of employees rather than a single employee, or if the grievance is directly between the Union and the City, such grievance shall be presented by the Union's representative in writing directly to the City Manager (Step III) within ten (10) days of the occurrence of the events giving rise to the grievance.

6.2 In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is agreed and understood that there shall be a procedure for the resolution of grievances between the parties and that such procedure shall cover grievances involving the application or interpretation of this Agreement.

6.3 Every effort will be made by the parties to settle any grievance as expeditiously as possible. Any grievance not answered by Management within the prescribed time limits shall automatically advance to the next higher step. Should the grieving party fail to observe the time limits as set forth in the steps of this article, his grievance shall be considered conclusively abandoned.

6.4 Grievances shall be presented in the following manner:

- a) Step I: The Employee shall first take up his grievance with his immediate supervisor within fourteen (14) days of the occurrence of the events which gave rise to the grievance or from the date on which the Employee becomes knowledgeable of the cause of action. If the event(s) which gave rise to the grievance occurred at a time which the Employee was on annual leave, sick leave or other compensated leave, the fourteen (14) day period shall commence running immediately upon the Employee's return from such compensated leave or when an Employee is actually notified of the

event(s) which gave rise to the grievance. The first step, between the Employee and his immediate supervisor, shall be on an informal or oral basis and shall not involve the Union or any representative of the Employee, unless requested by the Employee.

- b) Step II: Any grievance which cannot be satisfactorily settled with the immediate supervisor shall be reduced to writing by the Employee and shall next be taken up with the Department Head. Such grievances shall be presented to the Department Head in writing within fourteen (14) days of the date of completion of the Step I meeting. The written grievance must include a concise statement of the facts alleged to support the grievance and shall be written on a grievance form attached to this Agreement as "Appendix A". ("Appendix A" is the AFSCME's standard form.) The Department Head, within fourteen (14) days upon receipt of the grievance, shall schedule a meeting with the Employee and his or her Union representative and render his decision on the grievance in writing, unless a longer period of time is mutually agreed upon.
- c) Step III: Any grievance which cannot be satisfactorily settled with the Department Head shall next be taken up with the City Manager or his designee, either through a representative of the Union and the Employee, or by the Employee himself, at the Employee's option. The grievance as specified in writing in Step II shall be discussed by and between the Employee and/or representative, if represented by the Union, with the City Manager or his designee, within ten (10) days after the completion of Step II. The City Manager, or his designee, within ten (10) days after this discussion (or such longer period of time as is mutually agreed upon) shall render his decision in writing, with a copy to the Union.
- d) Step IV, Arbitration: In the event a grievance processed through the grievance procedure has not been resolved in Step III above, the Union may request that the grievance be submitted to arbitration within thirty (30) days after the City Manager, or his designee, renders a written decision on the grievance. The parties shall jointly request the Federal Mediation and Conciliation Service to furnish a panel of seven (7) names, from which each party shall have the option within ten (10) days of receipt of striking three (3) names in alternating fashion. The seventh (7th) or remaining name shall be the arbitrator. The parties shall jointly notify the arbitrator of his or her selection. Either party may object to all the names on the list provided the objection is made prior to the commencement of this striking process. If this occurs, the objecting party may request the Director of the Federal Mediation and Conciliation Service furnish another list of arbitrators. The City and the Union shall attempt to mutually agree in writing as to the statement of the grievance to be arbitrated prior to the hearing and the arbitrator thereafter shall confine his decision to the particular grievance thus specified. In the event the parties fail to agree on the statement of the grievance to be submitted to the arbitrator, the arbitrator will confine his

consideration and determination to the written response presented in Step II and Step III of the grievance procedure. The arbitration proceeding shall be conducted in accordance with the rules of procedure promulgated by the American Arbitration Association and the following provisions:

- 1) The date, time and place of the hearing shall be established by consultation between the arbitrator, the Union and the City;
- 2) The arbitrator shall have the jurisdiction and authority to decide whether the Imposed disciplinary action covered by the terms of the Agreement was for cause. If the arbitrator determines that disciplinary action covered by this Agreement was imposed for cause, the arbitrator may not alter or modify the severity of the disciplinary action by the City;
- 3) The arbitrator shall have no authority to modify, amend, add to, subtract from, change or otherwise alter or supplement the terms of this Agreement except the arbitrator may refer to the personnel manual and all police department policies and procedures;
- 4) The arbitrator shall have no authority to consider or rule upon any matter which is not subject to arbitration or which is not defined as a grievance in this Agreement;
- 5) The arbitrator may not issue declaratory or advisory opinions and shall confine the decision exclusively to the question presented;
- 6) The arbitrator may not make any decision limiting or interfering in any way with the powers, duties and responsibilities of the City under the Constitution of the State of Florida and the United States or under any applicable laws and rules and regulations except as such powers, duties and responsibilities have been lawfully abridged, delegated or modified by the express provision of this Agreement;
- 7) The arbitrator may not make any decision that is based upon any past practices defined in Article 18;
- 8) The arbitrator's award may not provide for back pay which exceeds the amount of pay the Employee would otherwise have earned at the Employee's regular rate of pay, and such back pay shall not be retroactive to a date earlier than the date of the occurrence of any event giving rise to the grievance under consideration. The arbitrator will offset any back pay by interim earnings which the grievant may have received during the back pay period;
- 9) Where there is an issue regarding arbitrability, it is understood that that issue will be resolved separate and apart from the merits of the grievance. Issues of arbitrability shall be resolved by the arbitrator prior to the substantive merits of the grievance. Should the matter be found to be arbitrable, the parties may select another arbitrator to consider the substantive merits of the grievance;
- 10) The fees and expense of the arbitrator shall be borne by the party who does not prevail in the arbitration proceedings. The cost of the transcript of the arbitration proceeding shall be borne by the party requesting it, unless both parties agree that a transcript is necessary, then the cost of the transcript shall be divided equally between the City and the Union. Each party, however, shall be responsible for

compensating and paying the expense of its representatives, witnesses and attorneys;

- 11) Unless mutually waived, copies of the arbitrator's decision shall be furnished to both parties within thirty (30) days of the close of the arbitration hearing. The arbitrator's decision shall be final and binding on the parties;
- 12) Consistent with the provisions of the Florida Public Employees Relation Act, Chapter 447, Florida Statutes, unless amended, it is mutually acknowledged and agreed that this Agreement be administered within the amounts agreed to by the City Council for funding the Agreement, and the arbitrator shall have no authority, power or justification to construe any provision of the law, statute, ordinance, rule or regulation or provision of this Agreement to result in, obligate or cause the City to bear any expense, debt, cost or liability which would result, directly or indirectly, in the City exceeding the amounts initially agreed to by the City Council for the funding of this Agreement. Any such award which contravenes or is not in compliance with the provisions of this paragraph shall be null and void;
- 13) There shall be no reprisals against any of the participants of the grievance procedure set forth in this Article because of their participation.

Article 7 - Discharge and Discipline

7.1 No permanent Employee shall be removed, discharged, reduced in rank or pay, suspended or otherwise disciplined except for just cause, and in no event until the Employee has been furnished with a written statement of the charges and the reasons for such actions. The statement will notify the Employee of their right to grieve the discipline, pursuant to the provisions of Article 6 of this Agreement.

7.2 Any written reprimand shall be furnished to the Employee and shall outline the reason for the reprimand. The Employee will be requested to sign this statement. If the Employee refuses to do so, this refusal shall be noted and placed in the Employee's personnel file. If the Employee signs this statement, such signature shall only acknowledge receipt of a copy of the reprimand and shall not mean that the Employee agrees or disagrees with the reprimand. The Employee's responding statement, if any, will be attached to the reprimand. The reprimand and the responding statement will be placed in the Employee's personnel file. A written reprimand is not subject to be grieved under this contract.

7.3 After a disciplinary detrimental document has been on file in the Employee's personnel file for a period of twenty four (24) months, that document shall not be used in any adverse way against the Employee, unless the Employee has been written up for the same offense.

7.4 Personnel Records – There shall be only one personnel file for each Employee which shall be maintained in the Human Resources Division unless a different location is approved by the City Clerk. Duplicate personnel files may be established and maintained within an agency. The Employee affected shall be notified as to the location of all duplicate files pertaining to them. A copy of any documents placed in an Employee's official personnel file that are detrimental to the Employee shall be sent to the Employee. Only those disciplinary actions recorded in an Employee's official personnel file may be used as the basis for progressive discipline. Employees have the right to respond to any material included in their official personnel file. Employees have the right to review their own official personnel file at reasonable times under supervision of the designated records custodian

7.5 - Option for Appealing Disciplinary Action:

- a) Any Employee shall have the right to grieve a disciplinary action pursuant to the terms of this Agreement.
- b) An Employee who elects to pursue the grievance procedure provided for in this Agreement shall follow the procedures for filing a grievance outlined in Article 6.

Article 8 - Prohibition of Strikes and Lockouts

8.1 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, as defined by Chapter 447, Florida Statutes, and there will be no lockouts by the City for the duration of this Agreement. The Union supports the City fully in maintaining normal operations.

The Union further agrees that its elected officers, agents or representatives, shall, to the fullest extent possible, abide by the provisions of this Article and the law by remaining at work during any interruptions by others and to make every effort to compel bargaining unit members to cease their engagement in the activities recited in the preceding paragraph, to return to work and publicly disavow the strike.

8.2 Any Employee who participates in or promotes a strike, work stoppage, picket line, slowdown, boycott or concerted failure or refusal to perform assigned work may be disciplined or discharged by the City and only the question of whether he did in fact participate in order to promote such action shall be subject to grievance and arbitration procedure, unless PERC assumes jurisdiction.

8.3 In the event of a strike, an official Union spokesperson shall promptly and publicly disavow such strike, order the Employees to cease the illegal activity and, if the Employees are not working, order them to return to work. 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 its 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.

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

Article 9 - Job Posting

9.1 Whenever a job opening occurs that the Employer intends to fill by examination, the Employer shall publish notice of the examination schedule on all appropriate bulletin boards for ten (10) working days in the case of internal recruitment, and for five days (5) in case of external recruitment.

Employees who wish to apply for the examination must do so in writing within the period provided above.

9.2 The Employer may assign or reassign Employees to temporarily fill job openings. These temporary assignments shall be considered as training assignments by which an Employee may obtain experience that will enable the Employee to qualify for future promotions.

Article 10 – Special Meetings

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

Article 11 - Union Activity

11.1 Stewards and Representation

- a) The employees covered by this agreement will be represented by Stewards. A Steward assigned to more than one geographical location will be considered a Roving Steward to function properly under the stewardship procedure. A written list of Stewards and Alternates will be submitted to the Employer, together with the specific areas in which they will function. An Alternate Steward will only become active in the event of the physical absence of the Regular Steward, and upon prior notification by the Union. Alternate Stewards are subject to the same rules and regulations that govern the conduct of Stewards.
- b) The Employer recognizes and shall work with the appropriate Union Stewards and representative of AFSCME Florida Council 79 in matters relating to grievances and interpretation of this contract, including promoting harmonious working relationships.
- c) Union Stewards shall be active employees as designated by AFSCME Florida Council 79 and shall be members of the bargaining unit.
- d) Union representatives and Stewards are subject to the rules of the City of Williston and its independent agencies, as are all other Employees, except as specifically outlined in this Agreement.
- e) While on leave of absence, no Employee shall function as a Union Steward without mutual consent of the Union and the Employer.
- f) A written list of Union Stewards and Officers shall be furnished to the Employer prior to the effective date for their assuming duties of office. AFSCME Florida Council 79 shall notify the Employer promptly of any changes of such Union Stewards. No Union Steward shall perform any Union work unless the Union has complied with the requirements.
- g) A Union Steward shall be granted time off during working hours, without loss of pay, to investigate and settle grievances on the job site which is within their Jurisdiction. The Steward must secure approval from their immediate supervisor prior to performing such duty. The Steward receiving time off under this provision shall record their time before leaving the job and upon returning. When entering the area of a supervisor other than their own, the Steward shall notify the supervisor of their presence and purpose.

A Steward shall only be granted time off under this provision when requested by an Employee in the bargaining unit for assistance with a grievance. Stewards may receive

and discuss grievances of Employees on the premises or in the field during working hours to the extent that such discussions do not interfere with the work of other Employees. Union Stewards shall not conduct any grievance work on overtime or holiday time except in emergency situations. It is acknowledged that only one (1) Steward will work on grievances from any Employee. A Union officer may substitute for a Union Steward for all purposes set forth in this paragraph.

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

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

11.4 The Union shall neither actively solicit grievances nor collect Union monies on Employer property.

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

11.6 The local Union President or one alternate officially designated by the local Union President shall be granted reasonable time off during working hours without loss of pay for the purpose of attending to appropriate Union activities requiring their presence. This shall not be interpreted to limit the Union to the resolution of only one issue at a time City-wide, but is intended to limit the number of Union representatives being granted time off to attend to a single specific issue. The local Union President or alternate must secure approval from their immediate supervisor prior to performing such duty.

Article 12 - Holidays

12.1 Employees in the bargaining unit shall be entitled to twelve (12) holidays with pay each year as follows:

Date	Holiday
January 1st	New Years Day
Third Monday in January	Martin Luther King, Jr. Birthday
Third Monday in February	Presidents Day
Friday Before Easter	Good Friday
Last Monday in May	Memorial Day
July 4th	Independence Day
First Monday in September	Labor Day
November 11th	Veterans Day
Fourth Thursday in November	Thanksgiving Day
Friday After Thanksgiving	
December 25th	Christmas Day
Day Before or After Christmas	

Employees shall also be entitled to a paid holiday for any day declared a holiday by ordinance of the City Council, or by proclamation of the Mayor.

12.2 When an observed holiday occurs on an Employee's scheduled day off, the Employer may elect to either schedule the Employee to take a day off at another mutually agreeable date or to compensate the Employee at the Employee's regular straight time rate for the holiday.

12.3 An Employee who is required to perform work or to render services on one of the holidays listed in section 12.1 shall be compensated at one and one half (1-1/2) times the Employee's regular straight time hourly rate for any hours worked. In addition, the Employee will receive straight time pay for that day or the Employer may elect to schedule the Employee to take equal time off at another date mutually agreed to.

12.4 A permanent, probationary or provisional employee shall receive payment for any paid holiday unless:

- a) The Employee has an unexcused absence on the last regular workday preceding such a holiday or on the next regular work day following such holiday;
- b) The Employee is scheduled to work on the holiday and fails to report for work without a justifiable reason for the absence;
- c) The Employee is on leave of absence without pay; or,
- d) The Employee is receiving a wage benefit from workers compensation;

12.5 Those Employees who work a Monday through Friday work week shall observe holidays as follows. Holidays occurring on Saturday shall be observed on Friday. Holidays occurring on Sunday shall be observed on Monday. All other Employees shall observe the holidays on the date on which the holiday occurs.

Article 13 - Health and Safety

13.1 The Employer agrees that it will conform to and comply with safety, health, sanitation and working conditions properly required by Federal, State and local law. The Employer and the Union will cooperate in the continuing objectives of elimination of safety and health hazards due to unsafe working conditions and inadequate restroom facilities where they are shown to exist.

13.2 The Employer will provide protective devices, wearing apparel and other equipment necessary to protect Employees from injury in accordance with established safety practices. Such practices may be improved from time to time by the Employer's in-house safety representatives. The Union may submit safety recommendations as needed to the City Manager or designee. When protective devices, apparel and equipment are provided, they must be used. Failure by the Employee to obey safety regulations and to use safety devices shall be just cause for disciplinary action.

Article 14 - Witness Service

14.1 Any Employee who is called to testify while off duty in any court proceeding as a result of his or her normal City or independent agency duties shall be entitled to compensation for all hours while on such special duty. The Employee will be compensated for these special duty hours at the Employee's hourly rate. The Employee will be compensated for a minimum of two (2) hours.

Article 15 - Union Security

15.1 In accordance with Chapter 447.301, Florida Statutes, Employees shall have the right to form, join or assist labor unions or labor organizations or to refrain from such activity, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection.

- a) The Employer agrees to place copy of this Agreement in each work location for reference by bargaining unit employees
- b) The Employer will notify the Union of all new persons hired into job classifications that are represented by the AFSCME bargaining unit.

15.2 Upon request of the Union, the Employer will, on a quarterly basis, provide the Union with a list of all Employees covered by the bargaining unit. The list will include the name, home address, Employee identification number, occupational code home telephone number and gross salary of each Employee. The list will be provided at no cost to the Union.

15.3 The President of AFSCME Florida Council 79 or designee will be the official spokesperson for the Union in any matter between the Union and the Employer.

15.4 When the Employer establishes a new classification that would be included within the bargaining unit, the Union will be given notice in writing as to the Employer's determination of the unit to which the new classification will be assigned and whether the classification is competitive or non-competitive.

15.5 The Employer shall notify the Union of the class specification and pay range revisions to any classification that is presently in the certified bargaining unit for which the Union is the representative, prior to the implementation of those revisions. The Employer will provide this notice to the President of AFSCME Florida Council 79. The Union may submit comments about the revisions within ten (10) days of the date of the Employer's notice.

15.6 The Union has been provided with a copy of the Personnel Policy and Procedures Manual.

Article 16 - Limited Emergency

16.1 During a declaration of emergency by the Mayor or Governor or when an emergency may reasonably be determined to be imminent, provisions of this Agreement addressing notifications, scheduling and shift assignment requirements may be suspended during the time of the declared emergency, provided that wage rate and monetary fringe benefits shall not be suspended

Article 17 - Wages

17.1 Effective October 1, 2013 for the fiscal year 2013-2014, all Employees shall receive a 5% increase to their base pay rate.

Article 18 - Past Practice

18.1 This Agreement, upon ratification by the bargaining unit Employees and the City, supersedes and cancels all prior practices and understandings predating this Agreement except that all pay and benefit provisions, work rules and regulations set forth in the City's administrative rules and regulations and the City's policies and procedures manuals which are in effect prior to the effective date of this Agreement and which are not specifically modified by this Agreement shall be binding on either party during the term of this Agreement.

Article 19 - Severability

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

Article 20 - Entire Agreement

20.1 Agreement and Reopeners

- a) This agreement upon ratification supersedes and cancels all prior agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.
- b) The parties acknowledge that during the negotiations which resulted in this Agreement, each 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 understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- c) The City and the Union, during the term of this Agreement voluntarily and unqualifiedly waive the right, and agree that the other shall not be obligated, to bargain collectively with respect to any subject or matter whether or not referred to or covered by this Agreement even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.
- d) Nothing herein shall preclude the City or the Union from mutually agreeing to alter, amend, supplement, delete, enlarge or modify any of the provisions of this Agreement in writing.
- e) This section shall not be construed to in any way restrict the parties from commencing negotiations under the applicable law on any succeeding agreement to take effect upon termination of this Agreement.

Terms of Contract

Section 1

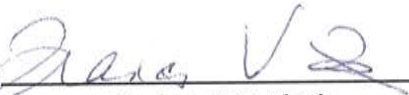
This agreement shall become effective the first day of October 2013 and shall remain in full force and effect through the 30th day of September 2014, and will continue thereafter in full force and effect from year to year unless not less than sixty (60) days prior to the termination date above or any anniversary thereof, either party gives notice in writing to the other of its desire to amend, add to or terminate this agreement

Section 2

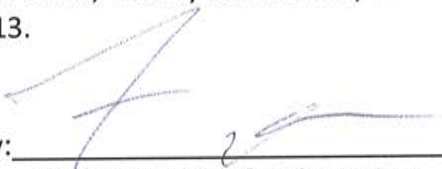
The parties will reopen wages by giving written notice of such intent by April 1st each year during the term of this agreement.

Executed on behalf of the City of Williston this 22nd day of OCTOBER 2013.

By: 
Jason Cason, City Council President

Attest: 
Frances Taylor, City Clerk

Executed on behalf of the American Federation of State, County and Municipal Employees this 23rd day of OCTOBER 2013.

By: 
Representative for the Union