

# **AGREEMENT**

**BETWEEN**

**THE CITY OF ST. PETERSBURG**

**AND**

**THE FLORIDA PUBLIC SERVICES  
UNION (FPSU)**

**Service Employees International Union  
(SEIU)**

**Professionals Unit:**

**October 1, 2018 through September 30, 2020**

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**SPECIAL NOTE:**

The parties acknowledge that this final Agreement contains provisions that have undergone minor grammatical and typographical editing of the original signed proposals to provide more clarity and consistency. The parties do not intend these edits to change the meaning or intent of the provisions. Accordingly, the parties agree that the language in the original signed proposals shall be used to settle any disputes that may arise as a result of any edited language.

**ARTICLE 1**

**PREAMBLE**

Section 1. In accordance with the State of Florida Public Employees Collective Bargaining Statute, this labor agreement, hereinafter referred to as Agreement, is entered into by and between the City of St. Petersburg, a municipality in the State of Florida, hereinafter referred to as the "Employer" and Florida Public Services Union (FPSU) SEIU, CtW, CLC, hereinafter referred to as the "Union" or FPSU. This labor agreement is applicable for employees as defined in Certificate Number 1874 granted by the Public Employees Relations Commission (PERC) issued on October 22, 2015.

Section 2. The purpose of this Agreement is to promote and maintain harmonious and cooperative relationships between the parties to this Agreement; to provide an orderly and peaceful means for resolving differences that arise regarding the application or interpretation of this Agreement; and to set forth herein the basic and entire Agreement between the parties in the determination of wages, hours, and terms and conditions of employment.

Section 3. The parties recognize that the best interests of the community will be served by assuring the public of orderly and uninterrupted functions and operations of the municipal government at all times and by providing superior public service to the citizens of the community in the most efficient manner.

**ARTICLE 2**

**RECOGNITION**

Section 1. The Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to wages, hours, and terms and conditions of employment for all employees in the bargaining unit.

Section 2. The bargaining entity for which this recognition is accorded is known as the Florida Public Services Union, which is comprised of the Professional Unit that was certified by PERC on October 22, 2015, and comprises all full-time employees employed in the classifications enumerated in Appendix "A" of this Agreement. All other employees in other ranks, positions, and classifications are excluded from the bargaining unit.

Section 3. The Union hereby recognizes the Mayor or designee as the public Employer's representative for the purpose of collective bargaining.

Section 4. The bargaining unit consists of the job classifications as contained in Appendix "A".

Section 5. Changes in Bargaining Unit

- A. The parties recognize that PERC is the approving authority in all cases of unit determination.
- B. In the event a classification not now covered by Section 4 of this Article is created by the Employer, and/or a job description of a classification listed in Appendix "A" is changed by the Employer, and such classification may be appropriately classified within the Professional Bargaining Unit or no longer be appropriate for the unit, the Employer will provide the Union with a job description of such classification.
- C. Whether the parties agree or disagree that the classification(s) should be included or excluded in the bargaining unit the following shall apply:
  - 1. The Employer or Union may initiate the proper petition to PERC for a determination of the issue. If the parties agree the position is either appropriate or not appropriate for the bargaining unit a joint petition to PERC shall be made.
  - 2. In the event the Union files an appropriate petition for unit clarification, Appendix "A" shall be modified pursuant to PERC's determination unless either party appeals PERC's decision.
  - 3. Employees who may be affected by a unit clarification shall have the option to continue or discontinue their relationship with the Union until the issue is resolved by PERC, unless the Employer considers the classification(s) as supervisory, confidential, or managerial. In such case the employees who may be affected shall be excluded from the bargaining unit until the issue is resolved by PERC.

**ARTICLE 3**

**MANAGEMENT RIGHTS**

Section 1. The Union and its members recognize the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities; and the powers or authority which the Employer has not officially abridged, delegated, or modified by this Agreement are retained by the Employer. Management officials of the Employer retain the rights, except where this Agreement takes precedent, in accordance with applicable laws, regulations, and provisions of the Personnel Management System, which include, but are not limited to the following:

- A. To determine the organization of City government.
- B. To determine the purpose of each of its constituent agencies.

- C. To exercise control and discretion over the organization and efficiency of operations of the City.
- D. To set standards for services offered to the public.
- E. To manage and direct the employees of the City.
- F. To hire, examine, classify, promote, train, transfer, assign, schedule, and retain employees in positions with the City.
- G. To suspend, demote, discharge, or take other disciplinary action against employees for just cause.
- 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 lack of work, funds or other legitimate reasons.
- I. To determine the location, methods, means, and personnel by which operations are to be conducted, including the right to contract and subcontract existing and future work.
- J. To determine the number of employees employed by the City.
- K. To establish, change, or modify the number, types, and grades of positions or employees assigned to an organization, unit, department or project.
- L. To establish, change, or modify duties, tasks, responsibilities, or requirements within job descriptions in the interest of efficiency, economy, technological change, and/or operating requirements.
- M. To establish, implement, and maintain an effective internal security procedure.

Section 2. The City Council has the sole authority to determine the purpose and mission of the City Council and the amount of the budget adopted by the City Council.

Section 3. If it is determined that civil emergency conditions exist, including but not limited to hurricane conditions, civil disorders, riots, or similar catastrophes, or may soon exist, e.g. as in the approach of a hurricane, the provisions of this Agreement may be suspended during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended. If such an emergency arises the Labor Relations Office shall advise the Union President or designee of the nature of the emergency and should the Union President so request, a meeting to discuss said emergency shall be held.

## **ARTICLE 4**

### **RIGHTS OF EMPLOYEES**

Section 1. Employees in this bargaining unit shall have and be protected in the exercise of their rights, freely and without fear of penalty or reprisal, to join and participate or to not join or participate in the Union. The freedom of employees to assist the Union shall be recognized as

extending to participation in the management of the Union and acting for the Union in the capacity of a Union representative.

Section 2. Nothing in this Agreement shall be construed to require an employee to become or to remain a member of the Union or to pay any monies to the Union.

Section 3. Employees shall have the right to Union representation if the employee wishes to meet and consult with any supervisory or managerial official via the appropriate chain of command. Employees shall not be required to explain their reason(s) for wishing to consult with any supervisory or management official. Nothing in this Agreement shall be construed to prevent any employee in this bargaining unit from meeting or consulting with any supervisory or managerial official, via the appropriate chain of command, without the intervention or assistance of a Union representative.

Section 4. Employees in this bargaining unit shall have the right to communicate, meet, and consult with recognized Union representatives during regular work hours regarding grievances and other Union business. Discussions of this nature, which are appropriate during work hours, shall in no way interrupt, delay, or otherwise interfere with effective, proper, and superior service to the community.

Section 5. Employees in this bargaining unit shall have the right to fair and equitable consideration of all provisions of this Agreement, operational procedures, directives of their department, and the Rules and Regulations of the Personnel Management System.

Section 6. Employees in this bargaining unit shall not be prohibited from engaging in outside employment provided that such outside employment does not in any way interfere with their City employment or present reasonable concerns regarding potential conflicts of interest. Employees who engage in outside employment shall, within five (5) calendar days of commencement of such employment, notify their department on the prescribed form, which is hereby incorporated in this Section. Such notice shall also be required if an employee works for an outside employer and subsequently changes their position. Employees who fail to notify their department of their outside employment may be subject to disciplinary action.

Section 7. The parties agree that all employees of this unit shall be afforded the opportunity to discuss and review their job descriptions. Such discussions shall be between the employee and their immediate supervisor. In the event the employee is not satisfied with the results of that discussion the employee may refer the matter to the Human Resources Director. Employees may have their Union steward accompany them to such discussions with their immediate supervisor or the Human Resources Director or designee.

Section 8. An employee who believes their position is improperly classified may request a job audit in accordance with the procedures set forth in the City's Rules and Regulations of the Personnel Management System.

Section 9. Employees covered by this Agreement are also entitled to the rights and benefits of the City's Rules and Regulations of the Personnel Management System. If a conflict arises between this Agreement and the City's Personnel Management System, this Agreement shall take precedence. This Agreement shall be controlling in all cases, even though the rights and/or

benefits provided herein may be greater or lesser than those provided for in the City's Rules and Regulations of the Personnel Management System.

Section 10. Each new bargaining unit employee shall be introduced to their designated Union steward within seven (7) calendar days of their first day of employment. If the designated Union steward is not physically located in the same department or work area the department shall provide the employee with written notice of the steward's name and also provide the designated steward with a copy of such notice.

Section 11. If a full-time employee covered by this bargaining agreement should receive formal disciplinary action the employee shall have the right to address the charge(s) of misconduct through the use of the grievance appeal procedure set forth in this Agreement. During the grievance procedure and prior to any appeal to arbitration the employee shall be provided with the name(s) of any witness and/or witnesses upon whose testimony management relied in the determination of misconduct.

An employee shall also have an opportunity to challenge statements made by employees who are witnesses and have those employees present and available for questioning during at least one step of the grievance procedure. If the witness and/or witnesses are not employees and not available to attend a hearing the department shall provide the information and evidence, including any written statements and/or investigative reports, upon which management relied in the determination of misconduct.

Section 12. All employees shall be treated with respect and dignity at all times. If disciplinary action becomes necessary the supervisor shall issue the discipline, if at all possible, in a private setting.

Section 13. The Employer and the Union agree the provisions of this Agreement shall be applied equally to all employees in the bargaining unit without regard to race, color, national origin, religion, gender, marital status, age, disability, sexual orientation, or Union membership.

## **ARTICLE 5**

### **UNION REPRESENTATION**

Section 1. The Employer agrees to recognize the officers and stewards of this bargaining unit who are designated by the Union as representatives of said bargaining unit. The Union shall provide written notice to the Labor Relations Manager of all designated officers and stewards prior to the effective date of their appointment. The Union shall have the exclusive right to assign, appoint, or elect stewards to fill such positions as authorized by this Article. Union officers and stewards shall have completed their initial probationary period prior to such a designated appointment.

Section 2. The Union shall provide the Labor Relations Manager with an organizational chart that lists the officers and stewards the Union requests management to recognize as Union representatives. This organizational chart shall be posted on the Employer's intranet and any interactions with the Union by management shall be confined to employees so listed.

Section 3. The Employer agrees to recognize the Union representatives, i.e. officers and stewards, upon compliance with the provisions set forth above in this Article. The number of Union stewards shall be reviewed periodically to maintain consistency with work area locations and population.

In the event the designated Union steward is unavailable an employee may refer a grievance to a chief steward for assistance in filing their grievance and the Employer shall accept and process same. An employee may also request an extension of time to file a grievance until the designated Union steward is available. Nothing in this Section shall be construed as a method or means to by-pass a designated Union steward.

Employees covered by this Agreement shall be represented by Union stewards in specific departments and/or work areas as set forth below. Two (2) of the work area stewards shall be designated as chief stewards who may represent the Union in all work areas.

|  |                  |
|--|------------------|
| Municipal Services Center and City Hall: | Two (2) Stewards |
| Water Resources Department:              | One (1) Steward  |
| All Other Areas:                         | Two (2) Stewards |

Total Stewards Authorized: 5  
Stewards

Section 4. Union representatives, i.e. officers and stewards, are entitled to represent and act on behalf of bargaining unit employees in those activities authorized in this Agreement.

Section 5. Duties and responsibilities of Union representatives are as follows:

A. Stewards

1. To investigate and if necessary submit a grievance to management on behalf of an employee or group of employees from the department(s) represented.
2. To investigate and if necessary submit a class grievance to management regarding an alleged violation of this Agreement.
3. To maintain information on Union bulletin boards.
4. To participate in collective bargaining planning meetings and to attend collective bargaining negotiation sessions.

Union stewards shall be allowed reasonable time off without loss of pay during their regular shift hours to carry out the duties set forth in this Section in accordance with the terms of this Agreement. A steward shall submit a time-out slip prior to leaving their work area to conduct Union business.



B. Officers

The Employer shall recognize employees who are officers of the Union to engage in Union business with the Employer's management and officials. The duties of these officers are as follows:

1. To attend and/or participate in consultation meetings.
2. To investigate and/or present grievances.
3. To attend and/or participate in grievance and arbitration hearings.
4. To collect and/or receive dues checks from payroll deductions.
5. To submit dues authorization forms in order to process dues and/or assess authorizations.

Officers shall be allowed reasonable time off without loss of pay during their regular shift hours to carry out the duties provided for in this Section in accordance with the terms of this Agreement. A Union officer shall submit a time-out slip prior to leaving their work area to conduct Union business.

- C. Procedures for Union officers and stewards regarding the scheduling of meetings with employees to discuss grievances are set forth in Article 4 of this Agreement. A Union representative may meet with an employee to discuss issues other than a grievance, such as a term or condition of employment, which could be a subject for discussion and/or consultation with management. In such cases, the Union representative shall follow the same procedure as outlined in Article 4 of this Agreement. Union representatives shall notify management if the meeting will take place in an area that has restricted public access. Employees who participate in such meetings are responsible for ensuring that breaks and/or meal periods are not extended as a result.
- D. Union officers and stewards shall not use the Employer's vehicles to conduct Union business, unless authorized by their respective department director. However, incidental use in the normal performance of a Union representative's duties shall be permitted.
- E. Any issues that may arise in the administration of this Section regarding representatives and/or officers of the Union may be addressed through the consultation procedure and if warranted may be pursued by either party through the Grievance and Arbitration Procedures, beginning at the Professionals Problem Solving Team level.

Section 6. The Union, as representative of the employees covered by this Agreement, shall have the right to present its views to management on matters of concern either verbally or in writing.

Section 7. Recognized and authorized Union representatives shall be granted access to work areas during regularly scheduled work hours to carry out their duties within the scope of their responsibilities as set forth in this Agreement. Requests for such access must be received by the Manager of Labor Relations or designee at least twenty-four (24) hours in advance. Such access may be temporarily deferred so as to not interfere with department operations and/or maintenance of service to the community. Employees and Union representatives subject to this Agreement shall not conduct organized Union meetings during work hours.

Section 8. The Employer shall not negotiate individually with employees of this unit regarding matters that are within the scope of this Agreement. Informal discussions between an employee and supervisor, which may be of a personal nature or may concern issues personal to the employee, would not usually be considered in this category.

Section 9. During the term of this Agreement the Employer shall provide the Union with requested copies of any notices and/or materials posted on Employer bulletin boards.

Section 10. Solicitation of any and all kinds by the Union, including but not limited to Union membership, solicitations of grievances, and collection of Union monies shall not be engaged in during working hours.

Section 11. The Parties agree to provide written lists of the respective bargaining teams prior to the first bargaining session and any changes thereto as made.

## FPSU TIME OUT SLIP

(Request to be absent from duty by authorized Union Steward or Representative)

Submit form to appropriate Supervision/Management for signature. Department to retain a copy and provide three copies to requesting Union representative at time of submission. NOTE: Union representative must turn form back to department when he/she returns to duty in order to be paid. Department to send original to Labor Relations and retain a final signed copy for its files.

TO: \_\_\_\_\_ Date: \_\_\_\_\_  
 Supervision/Management Month/Day/Year

FROM: \_\_\_\_\_  
 Name & Payroll Number (Please print)

I hereby request to be absent from duty for the following reason: (Check one)

|   | <u>TIME</u> | <u>DATE</u> | <u>LOCATION</u> |           |
|---|-------------|-------------|-----------------|-----------|
| Grievance Investigation                           | _____       | _____       | _____           | PAY*      |
| Grievance Hearing                                 | _____       | _____       | _____           | PAY*      |
| Civil Service Board Hearing                       | _____       | _____       | _____           | PAY**     |
| Arbitration Hearing                               | _____       | _____       | _____           | NO PAY    |
| Consultation Meeting<br>(City Initiated)          | _____       | _____       | _____           | PAY       |
| Consultation Meeting<br>(Union Initiated)         | _____       | _____       | _____           | PAY       |
| FPSU Business<br>(Including Negotiation Sessions) | _____       | _____       | _____           | NO PAY*** |

Authorized by Supervisor/Manager YES NO Signature \_\_\_\_\_

Time checked off duty \_\_\_\_\_ Time checked back in \_\_\_\_\_

NOTE: This Section MUST BE completed by the Supervisor/Manager of the employee the Union representative wishes to see if the request is for the purpose of a grievance investigation.

May the Union representative meet with the requested individual at this time?  
 YES NO

If no, state reason. \_\_\_\_\_

\_\_\_\_\_  
 Supervisor/Manager's Signature

- \* Payment limited to one Union representative except when a Union steward or representative is being trained.
- \*\* Payment limited to one Union representative.
- \*\*\* Unless determined otherwise by Labor Relations on a case-by-case basis.

Original to Labor Relations: Copies to Union, Department

## **ARTICLE 6**

### **CHECKOFF**

Section 1. Employees covered by this Agreement may request authorization for payroll deductions for the purpose of paying Union dues, COPE donations, and/or uniform assessments on the prescribed form. The Employer is expressly prohibited from any involvement in the collection of fines, penalties, or special assessments and shall not honor any such requests except for Union dues, COPE donations, and/or uniform assessments. The Union expressly agrees not to solicit COPE donations on the Employer's property.

Authorizations for payroll deductions currently on file shall remain in full force and effect for the term of this Agreement unless revoked by an employee with thirty (30) calendar day's written notice to the Employer and the Union.

Section 2. The Union shall notify the Employer as to the amount of Union dues and/or uniform assessments that are to be deducted from an employee's salary on a bi-weekly basis. Said notice shall state the bi-weekly deduction amount in dollars and cents. Such notification to the Employer shall be certified in writing over the signature of an authorized Union officer at least thirty (30) calendar days in advance of the effective date. Any change in membership dues shall be similarly certified to the Employer at least thirty (30) calendar days in advance of the effective date of such change.

The Employer shall honor deductions for Union dues, COPE donations, and/or uniform assessments provided the authorization form for such deduction is properly executed and on file.

Section 3. The Employer shall deduct Union dues each applicable pay period and remit such funds to the Secretary/Treasurer of the Union within thirty (30) calendar days. The Union agrees to reimburse the Employer sixty dollars (\$60.00) for the cost of processing any change in membership dues and such payment shall be made in the month the change in dues takes effect. A change in membership dues shall not require an additional dues deduction authorization form.

Section 4. The Union shall indemnify, defend, and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of the payroll deduction of Union dues or COPE donations. The Union agrees that correction of any errors shall be made by the Union with an affected employee, provided any funds in dispute have been transmitted to the Union.

Section 5. If there is insufficient pay in any applicable pay period to cover all other duly authorized deductions, Union dues or uniform assessments shall not be deducted from an employee's pay. However, appropriate deductions for two (2) or more applicable pay periods shall be made as soon as possible pursuant to the Employer's payroll procedures. The Union shall pay the Employer twenty-five cents (\$.25) for each additional deduction necessary to make up omitted deductions.

Section 6. The Union shall remit to the Employer fifty dollars (\$50.00) per month for payroll deduction of Union dues.

Section 7. The Employer shall not be required to honor any authorizations for deductions that are delivered to the Labor Relations Manager or designee later than two (2) weeks prior to the effective deduction date.

Section 8. The Employer shall recognize requests made for an authorization for payroll deduction and for an authorization to stop payroll deduction on the respective forms appended to this Article.

**FPSU**  
**NOTICE TO EMPLOYER AND UNION**  
**AUTHORIZATION FOR DEDUCTION OF UNION DUES UNIFORM ASSESSMENTS,**  
**AND/OR COPE DONATIONS**

I hereby authorize my Employer to deduct from my wages each applicable pay period my Union Dues and/or Uniform Assessments as certified to the Employer by the Union, and to transmit this amount to the Treasurer of the Union.

I also agree that an additional amount may be deducted from my wages for COPE as indicated below.

I authorize my Employer to deduct \$\_\_\_\_\_ from my wages each pay check for (COPE) purposes.

I understand that this authorization is voluntary and I may revoke it at any time by giving my Employer thirty (30) calendar days advance notice in writing.

\_\_\_\_\_  
**SIGNED**

\_\_\_\_\_  
**JOB TITLE**

\_\_\_\_\_  
**PRINTED NAME**

\_\_\_\_\_  
**DEPARTMENT/DIVISION**

\_\_\_\_\_  
**HOME ADDRESS, ZIP CODE**

\_\_\_\_\_  
**HOME PHONE NUMBER**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**PAYROLL NUMBER (EMPLOYEE #)**

Copies to:  
Labor Relations  
Employee  
Union

**FPSU**  
**NOTICE TO EMPLOYER AND UNION**  
**INSTRUCTIONS TO STOP PAYROLL DEDUCTION OF UNION DUES, UNIFORM**  
**ASSESSMENTS AND/OR COPE DEDUCTIONS**

\_\_\_\_\_ I hereby instruct my Employer, and advise the Union to stop deducting from my salary each applicable pay period, Union Dues and Uniform Assessments-

\_\_\_\_\_ I hereby instruct my Employer, and advise the Union, to stop deducting from my salary each applicable pay period the funds used for COPE.

\_\_\_\_\_  
**SIGNED**

\_\_\_\_\_  
**JOB TITLE**

\_\_\_\_\_  
**PRINTED NAME**

\_\_\_\_\_  
**DEPARTMENT/DIVISION**

\_\_\_\_\_  
**HOME ADDRESS, ZIP CODE**

\_\_\_\_\_  
**HOME PHONE NUMBER**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**PAYROLL NUMBER (EMPLOYEE #)**

Copies to:  
Labor Relations  
Employee  
Union

## ARTICLE 7

### PROHIBITION OF STRIKES

#### Section 1. Strike Definition

"Strike" means the concerted failure to report for duty, the concerted absence of employees from their positions, the concerted stoppage of work, the concerted use of illness leave, the concerted submission of resignations, any picketing in furtherance of a work stoppage, the concerted abstinence in whole or in part of any group of employees from the full and faithful performance of their duties of employment with the City for the purpose of inducing, influencing, condoning, or coercing a change in the terms and conditions of employment or the rights, privileges, or obligations of their employment or participating in a deliberate and concerted course of conduct which adversely affects the services of the City, or the concerted failure to report for work after the expiration of a collective bargaining agreement.

#### Section 2. Strikes Prohibited

Employees covered by this Agreement, the Union and its officers, agents, and representatives agree that Section 447.505 of the Florida Public Employees Collective Bargaining Statute prohibits them individually or collectively as public employees or the Union from participation in a strike against the Employer by instigating or supporting a strike in any manner. Any violation of this Section shall subject the violator(s) to the penalties as provided for by law, this Agreement, and the rules and regulations of the Employer.

#### Section 3. Affirmation

Employees covered by this Agreement and the Union, its officers, agents, and representatives, agree that they will not engage in any "strike" activities, or other similar forms of interference, with the operations of the Employer.

#### Section 4. Penalties

Any employee covered by this Agreement who participates in, is a party thereto, or promotes any of the above actions as outlined in Sections 1 and 2 of this Article, or other similar forms of interference with the operations or functions of the Employer, shall be subject to disciplinary action up to and including discharge. Employees shall not be entitled to any wages or benefits whatsoever while they are engaged in any strike activities or other interruptions of work. Any employee discharged in accordance with this Article or applicable provisions of the State of Florida Public Employees Collective Bargaining Statute shall, if appointed, reappointed, employed, or re-employed by the Employer, serve a six (6) month probationary period following the reappointment or re-employment and their compensation may in no event exceed that received immediately prior to the time of the violation and such compensation may not be increased for one (1) year.



## **ARTICLE 8**

### **UNION COMMUNICATION**

Section 1. The Employer agrees to provide the Union with use of a page on its intranet to post information regarding this bargaining unit that shall be limited to:

- A. Notices of Union elections and results of such elections;
- B. Notices of Union appointments and other official Union business;
- C. Notices of Union meetings; and
- D. Notices of Union recreational and social affairs.

Other notices, including those that contain information other than date, time, place, and purpose, may be posted only with the prior approval of the Labor Relations Manager.

Section 2. All notices shall be on official Union letterhead stationery and signed by a duly authorized Union official.

Section 3. The Employer shall provide a bargaining unit employee with limited access to its internal intranet to post the above referenced information for communication with other bargaining unit employees. Said employee may use an Employer computer to post such information, but time used during such intranet access shall not be considered time worked and shall be done with prior notice and approval of said employee's supervisor.

Section 4. All postings to the intranet site must be in compliance with all City Rules and Regulations and Administrative Policies, including but not limited to those regarding technology services. Any non-compliance with this Article may result in immediate loss of access to the intranet page.

## **ARTICLE 9**

### **BASIC WORK WEEK AND OVERTIME**

Section 1. The basic work week for all full-time employees covered by this Agreement shall be forty (40) hours unless otherwise specified or scheduled by management to meet operational requirements. Department management shall determine the work hours best suited to meet such operational requirements and provide superior service to the community. Nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours worked per week.

Section 2. The basic work week of forty (40) hours for full-time employees shall be from Monday through Friday of each week unless otherwise specified or scheduled by management to meet operational requirements. If management determines it necessary to change the Monday through Friday schedule the basic work week of forty (40) hours shall be scheduled within a five

(5) day period. Should a significant segment of the bargaining unit be affected by such change, the Employer shall provide the Union with the most notice possible.

Section 3. Non-Exempt Professional Employees

- A. This Section shall apply to employees who are eligible for overtime as set forth in the Fair Labor Standards Act. For these non-exempt employees all authorized and approved work performed in excess of forty (40) hours in one (1) work week shall be considered as overtime and shall be paid at the overtime rate of one and one-half (1 ½) times the employee's regular hourly rate of pay. No employee shall suffer any reduction in their scheduled hours of work to preclude the payment of overtime.
  
- B. Such employees shall also be allowed to accrue and use compensatory time in lieu of pay for overtime hours worked with prior approval of their supervisor. Employees shall not be forced to accept compensatory time in lieu of paid overtime. An employee who works overtime may with prior approval take compensatory time off on an hour-for-hour basis during the week in which the overtime hours were worked. If said time is not taken off in the same work week compensatory time will accrue at time and one-half for each hour worked over forty (40) hours, i.e. one and one-half (1 ½) hours for each hour worked over forty (40) hours.

Accrued compensatory time balances may not exceed forty (40) hours. Compensatory time that would cause an employee to accrue more than forty (40) hours shall be paid out to the employee. Compensatory time shall also be paid out after ninety (90) calendar days from the pay period in which such accrual occurred. Compensatory time off shall be requested and approved in advance.

- C. An employee shall be required to work overtime when assigned unless excused by management. An employee who wishes an excusal from overtime assignments shall submit a written request to his/her immediate supervisor. If approved such request shall remain in force until rescinded in writing by the employee, unless operational requirements necessitates that said employee must work overtime. Such excusals from overtime shall be granted only if requisite assignments can be completed in a timely manner.

Section 4. Exempt Professional Employees

This Section pertains to employees who are exempt from overtime as set forth in the Fair Labor Standards Act. Exempt employees, who are authorized to and work more than forty (40) hours in one week, shall be eligible to accrue and use compensatory time on an hour for hour basis. Accrued compensatory time balances may not exceed eighty (80) hours and shall be used within one hundred eighty (180)

calendar days unless otherwise authorized in writing by the department director due to operational requirements. Compensatory time off shall be requested and approved in advance.

Section 5. Overtime Computation and Rotation

- A. For overtime computation purposes absences from duty shall not be considered as time worked, with the exception that holiday hours shall be included in such computation.
- B. Overtime hours, i.e. hours worked over forty (40) hours in a work week, regardless of whether the employee is entitled to overtime pay or not, shall be distributed fairly and equitably among full-time employees in specific departments and job classifications as much as the character of such work allows. Although temporary inequities in overtime distribution may occur, nothing in this Section shall be construed as relieving department management from the stated intent to distribute overtime fairly and equitably over time. Department management shall maintain overtime records and provide such records to the Union.
- C. The Employer and Union agree to assess the impact, financial and otherwise, of the inclusion of both exempt and non-exempt personnel within the same bargaining unit and to continue discussions regarding the fair and equitable distribution of work for employees in the unit.

Section 6. Call Back Pay

Call back pay is provided to compensate a full-time employee who is required to return to work after completion of their regularly assigned shift. Eligibility and other provisions regarding Call Back pay shall be in accordance with the City's Rules and Regulations of the Personnel Management System.

Section 7. Standby Time

In order to provide coverage for services during off-duty hours it may be necessary to assign an employee to standby duty. A standby assignment is made by a supervisor who requires an employee to be available for work in the event an urgent situation arises on the employee's off duty time which may include nights, weekends, or holidays. Employees assigned to stand by duty shall be required to respond to a return to work notice unless excused by supervision. Employees assigned to standby duty shall be paid in accordance with the City's Rules and Regulations of the Personnel Management System.

## ARTICLE 10

### **SENIORITY, LAYOFF AND, RECALL**

An employee or employees may be laid off when necessary due to a shortage of funds, lack of work, abolishment of a position, or other substantive changes in job duties or the organization, or for related reasons that are outside an employee's control and do not reflect upon their service. The duties performed by a laid off employee may be reassigned to other employees in appropriate classifications.

#### A. Types of Seniority

##### 1. City Seniority

City seniority shall be defined as the length of time served as an employee from the most recent date of employment or re-employment, except in cases where an employee was laid off and accepted a position in another job classification and such placement occurred during the nine (9) month recall period. In layoff situations where an employee was appointed to a different job classification during the recall period, the employee shall suffer no loss of City seniority but shall incur a loss of classification seniority if such placement was in a classification or classification series not previously held by the affected employee. City seniority shall be used for computation of annual leave accrual, service awards, and other matters based on length of service.

##### 2. Classification Seniority

Classification seniority shall be defined as the length of time served as a full-time employee in a classification, regardless of the department in which the seniority was earned. Classification seniority shall be used for the purposes of pay progression and other matters based upon length of service in a classification.

##### 3. Seniority Adjustment

a. City and classification seniority shall continue to accrue during all types of paid leave except for leaves of absence or suspensions without pay that are in excess of thirty (30) consecutive calendar days. Such absences shall cause the seniority dates to be adjusted for an equivalent amount of time.

b. An employee who has a minimum of five (5) years of continuous City seniority shall suffer no loss of City or classification seniority while on a medical leave of absence without pay for a period not to exceed three (3) months.

4. Loss of Seniority

An employee shall lose City and classification seniority as a result of the following:

- a. Resignation,
- b. Termination,
- c. Layoff without reinstatement within nine (9) months,
- d. Failure to return from military leave within the time limits prescribed by law.

5. Seniority Records

The Human Resources Department shall be responsible for the establishment and maintenance of employees' City and classification seniority records.

B. Layoff Procedures

1. Application

If a layoff becomes necessary, classified employees in an affected classification shall be laid off in accordance with the procedures described in this Section.

2. Layoff Criteria

If the Mayor authorizes a reduction in force and the affected position is identified, the classified employee in that position shall have the option to bump only into another position within that same classification in that department on the basis of length of time in the classification. In the event two (2) or more employees have the same amount of seniority in the affected classification, City seniority shall be the determining factor and the least senior employee shall be laid off first. In the event two (2) or more employees have the same classification and City seniority, the employee with the lowest identification number shall be considered the senior employee, unless an employee is eligible for Veterans' Preference in accordance with applicable federal or state statutes.

3. Bump Back Procedures

- a. Classified employees whose positions are eliminated or who are bumped out of their current position due to a layoff shall be eligible to bump back and transfer within their current department to any classification previously held, including their current classification,

based on their classification seniority. Retention in a prior classification shall be competitive with other employees currently in or eligible to bump back into that classification within the department with the most senior employees retaining their positions. If an eligible employee bumps back to a previously held position, classification seniority in that position shall include only the time spent in that classification, unless otherwise specified below.

- b. When bumping down a classification series, i.e., Accountant III, Accountant II, Accountant I, an employee's classification seniority in the higher classification(s) within the series shall be added to the employee's seniority accrued in the lower classification(s) previously held in determining whether the combined seniority allows the employee to be retained. An employee who is eligible for a lower classification in a classification series and also another previously held position shall be placed in the job in the higher pay range unless approved otherwise by the Human Resources Director.
- c. Classified employees shall be eligible to bump back within a classification series to a classification not previously held within their department. Retention at such a position shall be competitive with other employees who are currently in or eligible to bump back to that classification, with the most senior employees retained to fill available positions.
- d. If a reduction in force is necessary classified employees with the least amount of seniority in the affected classification within the department shall be laid off and placed on a recall list, unless they bump back and are eligible to be retained in another classification.
- e. In cases where two (2) or more employees are eligible to bump into or within a classification, the most senior employee shall bump the least senior employee and the next most senior employee shall bump the next least senior employee, and so forth.
- f. Employees affected by a layoff who are placed in a lower classification shall receive their current pay rate not to exceed the maximum pay rate for the lower classification. Any action taken regarding layoff procedures shall not result in an increase in pay for any employee.
- g. All layoff placements shall be made in accordance with these provisions provided the employee is able and qualified to perform the essential functions of the position at the time of placement, with or without accommodation, and provided the employee possesses the necessary licenses and certifications required for the specific position.

h. Employees who are eligible for retention and do not wish placement in a classification for which they are eligible may voluntarily accept the layoff, which shall result in their removal from the payroll. Such employees shall state their request in writing to the department director at least two (2) weeks prior to the layoff date, unless otherwise provided by the Human Resources Director.

4. Transfer Procedures

A classified employee subject to layoff shall be eligible to apply, interview, and be competitively selected for promotion or demotion to position vacancies with the Employer prior to actual layoff.

Classified employees whose positions are eliminated due to a layoff may be placed without competitive selection in available vacant positions of the same classification in another department.

C. Recall, Reinstatement and Re-employment Procedures

1. A classified employee who was laid off or accepted another position as a result of the elimination of their prior position shall have preference for recall and reinstatement within the employee's department, in classifications from which they were initially laid off, for a period of nine (9) months from the layoff date. Reinstatement shall be without loss of seniority and the employee's illness leave account shall be restored to the status prior to the layoff less any payout received. If the layoff absence was in excess of thirty (30) calendar days, City and classification seniority dates shall be adjusted to account for the time on layoff status.
2. An employee reinstated to a prior classification within nine (9) months from the date of layoff shall receive their pay rate at the time of layoff and any general wage increase applicable for that classification.
3. An employee hired in a classification other than their prior classification within nine (9) months from the date of layoff shall retain their City seniority date effective at the time of layoff.
4. An employee on layoff status who is not recalled and reinstated by the Employer within nine (9) months of the date of layoff shall be ineligible for reinstatement of prior seniority or benefits in the event of re-employment at a later date.

The Employer reserves the right to require a fitness for duty examination of any recalled employee prior to reinstatement

## **ARTICLE 11**

### **PAY**

**Section 1. Labor Grades and Classification Assignments**

Employees in classifications covered by this Agreement shall be assigned labor grades as set forth in Appendix "A" of this Article. The Employer may update Appendix "A" if the parties agree that other job classifications should be included in or excluded from the bargaining unit.

**Section 2. General Wage Increase**

For FYs 19 and 20, the general wage increase will be equivalent to the change in the Consumer Price Index (CPI) for the Tampa, St. Petersburg, Clearwater area up to a maximum increase of three percent (3%). The applicable change in CPI will be that which is reported by the U.S. Department of Labor, Bureau of Labor Statistics, in July of the fiscal year prior to each respective fiscal year's wage increase. If the change is negative or zero percent (0%), the general wage increase will be zero percent (0%).

**Section 3. Progression in the Pay Plans**

Effective beginning in FY 2019, and continuing until the expiration of this Agreement, an employee who is not at the maximum pay rate for his or her job classification shall be eligible, as set forth below, for a progression pay increase on his/her respective classification anniversary date.

The progression pay increase for eligible employees shall be equal to forty percent (40%) of the change in Taxable Property Value (both real and tangible personal) for the prior year, as reported in July by the Pinellas County Property Tax Appraiser, with a cap of five percent (5%). If the percentage change is zero percent (0%) or a negative percentage, then the progression pay increase for that year shall be zero percent (0%).

This progression pay increase shall not place an employee's pay above the maximum pay rate for their classification. However, an employee shall receive the portion of the progression pay increase that will place the employee at the maximum pay rate for the classification.

Employees eligible for the progression increase shall include any employee who is not at the maximum pay rate for the classification; and who

- a. has not received formal discipline within the twelve (12) months preceding the employee's classification date for the following City Code of Conduct violations:



- i. Two (2) Employee Notices for Group I, Rule #14 Chronic Tardiness, and/or Rule #15 Chronic Absenteeism or a combination thereof; or
- ii. Two (2) Employee Notices that include a Group II rule violation; or
- iii. One (1) Employee Notice that includes a Group III rule violation.

b. is not on a Performance Improvement Plan (PIP). Although such employees are not eligible to receive the progression increase while on a PIP, they may become eligible for the progression pay increase upon the successful completion of that PIP.

The parties agree to reopen Section 3(c) of this Article in FY20 for the purpose of bargaining eligibility criteria for progression pay increases.

Section 4.     Pay Adjustments

The Employer reserves the right to make pay adjustments on a case by case basis with the consent of the Union via memoranda of understanding. Such adjustments shall not be made arbitrarily and shall be based on reasons including, but not limited to, employee retention, merit, increases in education and/or certifications and licensure, pay incongruities, etc. The Union agrees it will not unreasonably withhold consent to these adjustments.

Section 5.     Incentive Pay and Non-Competitive Promotions

- A. All promotional appointments within the classifications covered by this Agreement shall be made on the basis of fitness as determined by competitive examination, except when an employee receives a promotion or adjustment as a result of a job audit per Article 4, Section 8 of this Agreement.
- B. The City will provide the following incentive increases to the base pay of employees working within the positions outlined in this section as follows:
  1. One hundred fifteen dollars and thirty-eight cents (\$115.38) paid bi-weekly for any Planner I, II or III who achieves and maintains the AICP certification through the American Planning Association (APA);
  2. One hundred fifteen dollars and thirty-eight cents (\$115.38) for any Economic Development Analyst, Economic Development Coordinator, or Economic Development Specialist who achieves and maintains the CEcD certification from the International Economic Development Council (IEDC);

3. Thirty-eight dollars and forty-six cents (\$38.46) bi-weekly for any Planner I, II or III within the Planning and Development Services Department who achieves certification as an ISA Certified Arborist; and
  4. An additional thirty-eight dollars and forty-six cents (\$38.46) for any Planner I, II or III within the Planning and Development Services Department who is designated an ISA Certified Arborist and achieves certification as an ISA Certified Arborist Municipal.
  5. Only those employees who have achieved these certifications on or after October 1, 2016 are eligible for the increases outlined in this section.
  6. Failure to maintain any of the certifications outlined in this section will result in loss of the corresponding incentive pay.
- C. The Office of the City Auditor will provide an incentive increase to the base pay of an Auditor or Senior Auditor working within that department as follows:
1. A five percent (5%) increase for certification as a Certified Public Accountant (CPA);
  2. A four percent (4%) increase for certification as a Certified Internal Auditor (CIA);
  3. A five percent (5%) increase for certification as a Certified Information Systems Auditor (CISA);
  4. A two point five percent (2.5%) increase for certification as a Certified Fraud Examiner (CFE); and
  5. A two percent (2%) increase for certification as a Certified Government Auditing Professional (CGAP).
  6. Failure to maintain any of the certifications outlined in this section will result in the employee forfeiting the corresponding incentive increase.
- D. The Finance Department will provide a two percent (2%) increase to the base pay of an Accountant I, II, or III working within that department who obtains any of the following certifications:
7. Certified Public Accountant (CPA);
  8. GFOA Certified Public Finance Officer (CPFO);
  9. FGFOA Certified Government Finance Officer (CGFO); and
  10. Certified Payroll Professional (CPP).

Failure to maintain any of the certifications outlined in this section will result in the employee forfeiting the corresponding incentive increase. Furthermore, the Finance Department may offer to pay for a portion of the study materials and the requisite application or testing fees subject to a repayment agreement that will be executed by the employee and a City representative prior to the outlay of any related expenses.

Section 6. Promotional Increase

An employee who is promoted to a classification with a higher pay rate shall receive a promotional pay increase of five percent (5%) or the entry pay rate of the classification to which promoted, whichever is greater. If the employee is within three (3) to six (6) months of qualifying for an anniversary date pay increase before the promotion, the employee may, at the discretion of the Department Director, receive up to an additional two percent (2%) pay increase. If the employee has less than three (3) months before qualifying for an anniversary date pay increase, the employee may, at the discretion of the Department Director, receive up to an additional three percent (3%) pay increase.

## Appendix A – Professional Unit Labor Grades

| <b>Title</b>                           | <b>PB</b> | <b>Title</b>                           | <b>PB</b> |
|--|-----------|--|-----------|
| Accountant I                           | 2         | Event Recruitment & Mngmt Coordinator  | 7         |
| Accountant II                          | 4         | Financial Systems Coordinator          | 8         |
| Accountant III                         | 6         | GIS Specialist/Programmer I            | 3         |
| Administrative Assistant               | 1         | GIS Specialist/Programmer II           | 5         |
| Administrative Coordinator             | 4         | Grants Officer                         | 7         |
| Application Support Specialist I       | 2         | Historic Preservationist I             | 3         |
| Application Support Specialist II      | 4         | Historic Preservationist II            | 5         |
| Auditor                                | 6         | Historic Preservationist III           | 7         |
| Background Investigator                | 4         | Human Resources Analyst                | 2         |
| Bicycle and Pedestrian Coordinator     | 7         | Human Resources Specialist             | 4         |
| Business Systems Analyst               | 7         | Hydrogeologist                         | 7         |
| Capital Improvements Assistant         | 2         | Information Specialist I               | 2         |
| Capital Projects Coordinator           | 5         | Information Specialist II              | 3         |
| Chemist II                             | 4         | Info. Tech. Security Analyst           | 8         |
| Chemist III                            | 5         | Intelligence Analyst                   | 3         |
| CI Construction Coordinator            | 6         | Librarian I                            | 2         |
| CI Financial Coordinator               | 6         | Marketing/Booking Coordinator          | 3         |
| Civil Engineer I                       | 5         | Nature Preserve Supervisor I           | 1         |
| Civil Engineer II                      | 6         | Nature Preserve Supervisor II          | 3         |
| Civil Engineer III                     | 8         | Neighborhood Coordinator               | 7         |
| Class System Support Specialist        | 2         | Neighborhood Specialist                | 4         |
| Collection Officer                     | 6         | Network Systems Analyst I              | 4         |
| Community Service Representative       | 2         | Network Systems Analyst II             | 6         |
| Computer Programmer/Analyst I          | 3         | Operations Analyst                     | 4         |
| Computer Programmer/Analyst II         | 5         | Oracle Developer                       | 10        |
| Computer Programmer/Analyst III        | 7         | Parks Support Services Coordinator     | 4         |
| Contracts Compliance Coordinator       | 3         | Payroll Coordinator                    | 3         |
| Cultural Affairs Coordinator           | 2         | Permitting Systems Analyst             | 5         |
| Customer Relations Liaison             | 4         | Physical Fitness Program Coordinator   | 1         |
| Customer Relations Officer             | 4         | Planner I                              | 3         |
| Customer Service Officer               | 6         | Planner II                             | 5         |
| Database Administrator                 | 10        | Planner III                            | 7         |
| Deputy Zoning Official                 | 8         | Police Training Specialist             | 4         |
| Digital and Media Specialist           | 2         | Procurement Specialist                 | 1         |
| Economic Development Analyst           | 7         | Procurement Analyst                    | 4         |
| Economic Development Coordinator       | 7         | Property & Asset Management Specialist | 4         |
| Economic Development Specialist        | 5         | Real Estate Coordinator                | 7         |
| Education and Comm. Outreach Coord.    | 1         | Real Estate Specialist                 | 5         |
| Emergency Management Specialist        | 4         | Recreation Supervisor I                | 1         |
| Engineering Support Services Assistant | 1         | Risk Management Analyst                | 4         |
| Environmental Analyst                  | 3         | Safety and Training Officer            | 4         |

|  |   |                                       |   |
|--|---|---------------------------------------|---|
| Scada Analyst                          | 6 | Small Business Enterprise Specialist  | 2 |
| Senior Application Support Specialist  | 6 | Social Services Specialist            | 3 |
| Senior Auditor                         | 8 | St. Pete Stat Coordinator             | 4 |
| Senior Capital Projects Coordinator    | 7 | Systems Analyst                       | 6 |
| Senior Energy Efficiency Engineer      | 6 | Systems/PC Analyst                    | 4 |
| Senior Human Resources Analyst         | 6 | Systems/PC Analyst II                 | 6 |
| Senior Network Systems Analyst         | 8 | Systems Programmer                    | 7 |
| Senior Operations Analyst              | 6 | Telecommunications Network Specialist | 6 |
| Senior Procurement Analyst             | 5 | Training and Development Coordinator  | 6 |
| Senior Professional Engineer           | 9 | Training Coordinator                  | 5 |
| Senior Programmer Analyst/Project Lead | 8 | Training Specialist                   | 2 |
| Senior Real Estate Coordinator         | 8 | Urban Design and Dev Coordinator      | 8 |
| Senior Server Analyst                  | 8 | Victim Assistance Specialist          | 2 |
| Senior Systems Programmer              | 8 | Water Conservation Coordinator        | 4 |
| Server Analyst I                       | 5 | Work Methods Analyst                  | 2 |
| Server Analyst II                      | 6 |                                       |   |

Those employees who are part-time, temporary or who supervise other employees within this unit are not eligible to participate in this union.

| PAY BANDS   | FY19 ANNUAL RATE |            |
|-------------|------------------|------------|
|             | MINIMUM          | MAXIMUM    |
| <b>PB1</b>  | \$ 37,001        | \$ 61,450  |
| <b>PB2</b>  | \$ 40,835        | \$ 67,736  |
| <b>PB3</b>  | \$ 44,952        | \$ 71,413  |
| <b>PB4</b>  | \$ 47,263        | \$ 76,956  |
| <b>PB5</b>  | \$ 50,939        | \$ 82,954  |
| <b>PB6</b>  | \$ 54,879        | \$ 91,448  |
| <b>PB7</b>  | \$ 60,570        | \$ 98,292  |
| <b>PB8</b>  | \$ 65,371        | \$ 105,790 |
| <b>PB9</b>  | \$ 70,529        | \$ 111,764 |
| <b>PB10</b> | \$ 74,759        | \$ 118,471 |

\*Note annual salaries are for reference only and are based on 2,080 regularly scheduled hours. Because pay hours may vary, the annual salaries are not to be construed as guaranteed income for the year.

## ARTICLE 12

### **DISPUTE RESOLUTION PROCEDURE**

#### Section 1. General Provisions:

- A. The purpose of this Article is to establish a mechanism for the fair, expeditious, and orderly processing of grievances and shall be used only for the resolution of grievances between the employer, employee, union, or group of employees, which involves the interpretation or application of this Agreement. All classified employees in this bargaining unit shall have the option of using the Grievance and Appeal Procedure set forth in the Rules and Regulations of the Personnel Management System, or the grievance procedure established in this Article, if the grievance involves the interpretation or application of this Agreement, but such employee cannot use both procedures for the same grievance.

The Union shall be ineligible to file a general or class action grievance on matters that have been previously filed by individual employees, with or without the assistance of the Union.

- B. An employee covered by this Agreement shall have the right to be represented, or not be represented by the Union in the resolution of grievances that arise under the terms and conditions of employment set forth in this Agreement. Nothing in this Section shall be construed to prevent an employee from submitting a grievance that alleges a specific violation of an Article and/or Section of this Agreement, and to resolve that grievance without the representation or assistance of the Union. Resolutions of grievances shall not be inconsistent with the terms of this Agreement.

Should an employee submit a grievance without Union representation, said employee shall bear all costs, including but not limited to costs associated with lost pay for work time; hearings; preparation and presentation; counsel; a mediator and/or an ombudsperson; meeting and/or hearing rooms; services and fees; transcripts; and all costs associated with any additional appeals.

The Union, as the exclusive representative of employees covered by this Agreement, may submit a grievance as a general or class grievance. The prescribed forms for submission of such grievances are appended to this Article.

Any employer grievance will be filed by the Labor Relations Division with the Union President, or designee, at Step III within fifteen (15) calendar days of the date the grievance arose.

- C. A grievance not submitted within the time limits prescribed for each step shall be considered untimely and deemed null and void. A grievance not appealed to the next step within the time limits prescribed shall be considered resolved by management's latest response. A grievance not responded to within the time limits

prescribed shall entitle the grieving party to advance the grievance to the next step. The time limits prescribed herein may be extended for good and sufficient cause by agreement of the parties. Should time limits be extended all parties shall be so advised.

- D. The procedures set forth in this Article shall not preclude the aggrieved employee, the Union if applicable, and appropriate management representatives from discussions regarding resolution of the grievance.
- E. During grievance hearings the parties to the grievance may call a reasonable number of witnesses, who may offer testimony only from their direct knowledge. An employee who appears as a witness at a grievance hearing shall be excused to testify during work hours, provided such absence in no way interrupts, delays, or otherwise interferes with proper and effective service to the community.
- F. Union officers and/or stewards shall be allowed reasonable time off without loss of pay in accordance with the provisions set forth in Article 5 for the investigation, presentation, and appeal of grievances. The performance of these activities by Union officers and/or stewards shall in no way interrupt the normal functioning of the department. The employer and the Union agree that maintenance of superior service and adherence to schedules are compelling commitments that may necessitate delays and/or postponements. The Union agrees to not attempt to use excessive time for grievance activities authorized under this Article.
- G. Union officers and/or stewards shall provide advance notice to their supervisors so arrangements may be made to cover their time away from work to perform grievance related activities.

Union officers and/or stewards shall obtain written permission from their immediate supervisors, through approval of a time out slip, prior to leaving their assigned work area to conduct grievance related activities. Union officers and/or stewards shall notify the supervisor of the employee they wish to meet with prior to any such meeting.

Should an employee's supervisor deny permission for Union officers and/or stewards to meet with that employee, the reason for such denial shall be so stated in writing on the time out slip. The supervisor shall also advise the Union officer or steward when they may meet with the employee and designate an appropriate area for the meeting. Union officers and/or stewards shall notify their supervisors upon returning to duty and submit the completed time out slip.

- H. Time limits for submission of grievances and appeals as set forth in this Article shall be measured in calendar days, and such documents shall be accepted for filing during the employer's regular days and hours of operation.

- I. Employees shall follow all written and verbal directives, even if such directives are allegedly in conflict with the provisions of this Agreement. Compliance with such directives shall not in any way prejudice an employee's right to file a grievance within the time limits prescribed herein, nor shall compliance affect the ultimate resolution of the grievance. No employee or group of employees may refuse to follow directions pending the outcome of a grievance.
- J. If a granted grievance results in a reduction of a suspension and/or an award for lost wages the grievant shall be compensated as soon as possible, and in no event later than fifteen (15) calendar days from the date of the award, unless extenuating circumstances require an extension of time. In such cases, the aggrieved employee shall be notified and informed of the reason for the delay.

Section 2. Grievance Process

If an employee covered by this Agreement should bring forth an issue or concern in the workplace, the employer shall make every effort to address and resolve the matter through direct and forthright communication between the affected employee, the employee's immediate supervisor, and/or other management personnel as appropriate. The intent of this grievance process is to provide a more collaborative approach to problem solving whereby the parties rely on a collaborative effort to gather information and work towards a consensus resolution of the issue.

A. Chain of Command

Informal Step

Within seven (7) calendar days of the event from which the grievance arose, the aggrieved employee may, with or without Union representation, initiate a verbal grievance with the employee's immediate supervisor or manager. Within seven (7) calendar days, the immediate supervisor or manager shall verbally notify the employee of the response. If the employee, the Union representative if applicable, and manager mutually agree in writing to waive this step, the grievance may be filed directly with the Department Director within seven (7) calendar days of such waiver.

Step I: Department Director Level

Within fifteen (15) calendar days from the date the grievance arose or within seven (7) calendar days of receipt of the informal response from the immediate supervisor or manager, whichever is sooner, an employee, and/or the Union representative if applicable, may file a written appeal to the employee's Department Director, or designee.

The written grievance at this step, and at all steps thereafter, shall contain the following information:

- 1. A statement of the grievance including date of occurrence, facts, and details upon which the grievance is based;



2. The Article and Section of this Agreement alleged to have been violated;
3. The action, remedy, or resolution requested by the employee;
4. The signature of the aggrieved employee and Union representative if applicable; and
5. The date submitted.

A grievance submitted that does not contain the above information may be considered incomplete and may be returned to the employee for correction and resubmission. Said resubmission shall be made within seven (7) calendar days from the day the grievance was returned.

Within seven (7) calendar days of receipt of the grievance the Department Director, or designee shall meet with the grievant and/or Union representative if applicable to discuss and seek a resolution of the grievance. Within seven (7) calendar days after such meeting the Department Director, or designee shall give a written response to the grievant and/or Union representative if applicable.

The written response at this step, and all steps thereafter, shall contain the following information:

1. An affirmation or denial of the facts upon which the grievance is based;
2. An analysis of the alleged violation of the Agreement;
3. The resolution and/or remedy, if any; and
4. Signature of the Department Director or designee.

#### Step (II): The Professional Problem Solving Team

If the Grievance is not resolved by the Department Director, within fifteen (15) calendar days of the Department Director's response, the grievant may request a review by the Professional Problem Solving Team (PPST).

The PPST shall be composed of two (2) management personnel, two (2) Union representatives, and the Labor Relations Manager or designee. The parties to this Agreement shall select and agree upon the PPST members. The PPST shall hold a hearing with the parties involved and attempt to make an objective evaluation of the relevant facts regarding the matters at issue.

The PPST shall then attempt to reach a consensus and determine the appropriate outcome. If additional information is required to make an informed decision, the parties may adjourn

the hearing and agree to reconvene at a later date to attempt to reach a consensus. The PPST shall prepare and retain a summary of the proceedings in all cases so reviewed.

If consensus is reached, the decision of the PPST shall be considered final. If consensus is not reached, the grievant may appeal to Step III.

B. Step (III): Hearing Officer or Arbitration

If a resolution is not reached in Step II, within fifteen (15) calendar days from the date of the PPST final hearing, the grievant may appeal the case to arbitration, or to a mutually agreed upon employee hearing officer, but not both.

1. Hearing Officer – An eligible hearing officer shall be a City employee, in a professional job classification or above, and not an employee covered by this Agreement. The agreed upon hearing officer shall meet with the parties, and using a process similar to mediation, attempt to find a mutually agreed upon resolution.

If the parties are not able to reach agreement on a hearing officer, or if a hearing officer is not available, the City Administrator shall review the Department Director's response and the record of the PPST hearing and issue a final written decision within fifteen (15) calendar days of the submitted appeal.

2. Arbitration Referral

- a. Within fifteen (15) calendar days from the date of receipt of the arbitration request the employer, grievant, and Union representative if applicable, shall meet to define the relevant issues, agree on the selection of an arbitrator, and/or prepare a joint arbitration agreement for submission to the arbitrator.
- b. If the parties fail to agree upon an arbitrator within fifteen (15) calendar days from the date of receipt of the arbitration request, the grievant shall request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS). Should the parties determine that the issue in dispute requires an arbitrator with special expertise, it shall be so indicated in the FMCS request. The grievant shall be responsible for any fees charged at the time the list is requested; however, if the case proceeds to arbitration, the losing party shall pay all costs of the arbitration, including the initial fee. In the case of a split decision, the parties shall split the arbitrator's fees and costs.

Within seven (7) calendar days from receipt of the arbitrator list, the parties shall meet and alternately strike names on said list, with the remaining name selected as the arbitrator. A coin toss shall determine who shall strike a name first. If the grievant or Union representative fails to meet with the employer to strike names within fifteen (15) calendar days from receipt of the list, the request for arbitration shall be deemed withdrawn. If the selected arbitrator cannot hold a hearing within sixty (60) calendar days, the grievant may request

another list of arbitrators and the selection process set forth above shall be followed. The parties shall jointly notify FMCS of the arbitrator selected.

If the grievant is not represented by the Union, the list of arbitrators shall be requested from the American Arbitration Association and the grievant shall be responsible for any and all fees charged. Once a list has been received, the arbitrator selection process set forth above shall be followed.

- c. The parties shall consult with the selected arbitrator to schedule the date, time, and place for the arbitration. The grievance arbitration hearing shall be informal and formal rules of evidence shall not apply. However, to ensure an orderly hearing the rules of judicial procedure shall be followed as closely as possible.
- d. The arbitrator shall not have the power to add to, subtract from, modify, or alter the terms of the collective bargaining agreement in arriving at a decision of the issue or issues presented, and shall confine their decision solely to the application and/or interpretation of this Agreement. The arbitrator shall not have authority to determine any issues not submitted.

The decision of the arbitrator shall be final and binding upon the employee, grievant, the Union if applicable, and the employer.

- e. The arbitrator's fee and expenses shall be borne by the losing party as determined by the arbitrator. If the Union represents the aggrieved employee in the arbitration proceeding and the arbitrator rules in favor of the employer, the Union shall be considered the losing party and shall bear the full cost of the arbitration. In the event of a compromise or split award, the arbitrator's fee and expenses shall be borne equally by the parties.

Any expenses incurred by participants and/or witnesses shall be borne by the party that requested their attendance.

- f. The arbitrator shall be requested to render their decision as soon as possible, but in no event later than thirty (30) calendar days from the date of the hearing.
- g. If a grievance involves a continuous and/or money claim against the employer, the arbitrator shall make no award that would allow such accruals for more than one (1) pay period before the date the written grievance was submitted.
- h. Upon receipt of the arbitrator's award any corrective action shall be implemented as soon as possible, but in no event later than fifteen (15) calendar days from receipt of the arbitrator's award.
- i. Any party to this Agreement that requests a transcript and/or recording of the arbitration hearing shall be responsible for the cost of such transcript or recording, if available.

Section 3. Matters Appropriate for Consultation

A. Matters appropriate for consultation between the parties include wages, hours and working conditions under the terms and conditions of this labor agreement and areas of mutual concern for the FPSU. For the purpose of this agreement, consultation is defined as a discussion of matters which are within the discretion of a Department. Consultations may be held in an effort to reach mutual understandings, receive clarification and/or information affecting employees in the various City operations that comprise Bargaining Units.

B. Consultation meetings between Union representatives and Management, shall be arranged by the Labor Relations Manager or designated representative upon the request of either party. Consultation meetings may be called by the City consistent with confidentiality, or other legal restrictions to advise the Union of any anticipated major changes affecting the working conditions of employees in the Bargaining Units. Arrangements for any consultation meeting shall be made five (5) working days in advance whenever possible and an agenda of matters to be taken up at the meeting shall be presented in writing at the time a consultation meeting is requested. Matters taken up in consultation meetings shall be those included in the agenda and Union representatives up to a maximum of five (5) may attend any one meeting.

C. When contact is required by the Union Chief of Staff with Management on matters within the scope of this Article, the point of contact is the Labor Relations Manager. Where contact is required by Management with the Union, the point of contact is the Union Chief of Staff, or designee.

D. If the Union requests consultation, it shall bear the cost of expenses and compensation for its own representatives and/or employees. If the City requests consultation, it shall bear the cost of expenses and compensation for employee Union representatives and/or employees for time spent in consultation.

E. Prior practice that has been established on the basis of verbal agreements between the Union and the City or written agreements between the Union and individual Departments, but which has not subsequently been incorporated within this agreement, shall be subject to discussion and possible modification by the City and the Union, in accordance with the rights and privileges accorded each party by the terms of both this agreement and applicable.



FPSU GRIEVANCE  
CITY OF ST. PETERSBURG

Grievance No. \_\_\_\_\_

RESPONSE

This form is to be used by the Manager/Director or Designee and Labor Relations to respond to FPSU Grievances.

TO: \_\_\_\_\_ FROM: \_\_\_\_\_  
Employee/Grievant or FPSU Representative Department or PPST

Date Grievance Filed: \_\_\_\_\_ Date of Hearing: \_\_\_\_\_

The following is in response to the above-referenced grievance. (Attach additional sheets if necessary.)

---

\_\_\_\_\_  
Hearing Officer's Signature  
(Department Mgr., Director,  
or Designee/Labor Relations)

\_\_\_\_\_  
Date

REQUEST FOR ARBITRATION  
CITY OF ST. PETERSBURG

No. \_\_\_\_\_

Employee Name \_\_\_\_\_ Id # \_\_\_\_\_ Date: \_\_\_\_\_

Classification \_\_\_\_\_ Shift \_\_\_\_\_ Location \_\_\_\_\_

FPSU Representative \_\_\_\_\_ Title \_\_\_\_\_  
(If Applicable)

Date Received Step II Answer: \_\_\_\_\_

TO: \_\_\_\_\_

Statement of Grievance: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date, Details and Facts Upon Which Grievance is Based: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Article: \_\_\_\_\_ Section \_\_\_\_\_ of the Labor Agreement alleged to have been violated.

Action, Remedy or Solution Requested: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
FPSU Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
FPSU President's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
LABOR RELATIONS OFFICER'S SIGNATURE

\_\_\_\_\_  
Date

Copies to Labor Relations, Employee Receipt, Union President

## **ARTICLE 13**

### **SAVINGS CLAUSE**

Section 1. If any Article or Section of this Agreement should be found invalid, unlawful, or not enforceable, by reason of any existing or subsequently enacted legislation or by judicial authority, all other Articles and Sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 2. In the event of invalidation of any Article or Section, the parties agree to convene a meeting within thirty (30) calendar days of such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

## **ARTICLE 14**

### **ENTIRE AGREEMENT**

Section 1. The parties acknowledge that during the negotiations that resulted in this Agreement each had the right and opportunity to make proposals with respect to subjects or matters not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of such right and opportunity are set forth in this Agreement.

Section 2. For the duration of this Agreement the Employer and Union, each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated this Agreement, unless otherwise provided for herein.

## **ARTICLE 15**

### **DURATION**

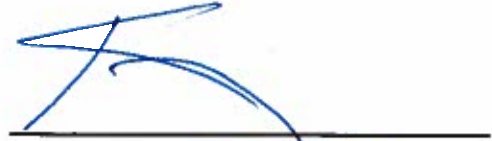
Section 1. Except as otherwise provided, this Agreement, after being ratified by both parties, shall take effect upon the first payroll start date of fiscal year 2019, and shall continue in full force and effect until its expiration date of September 30, 2020.

Section 2. Should either party desire to terminate, change, or modify this Agreement as its expiration draws near, it shall notify the other party no later than March 31, 2020. In the event such notice is given, negotiations for a follow-on Agreement shall begin no later than May 1, 2020.

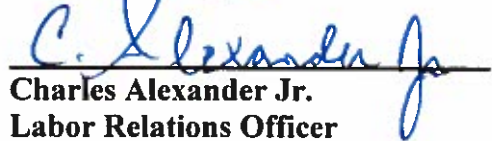


IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized representatives on this 11<sup>th</sup> day of October, 2018.

**CITY OF ST. PETERSBURG**



**Kristen Mory**  
**Labor Relations & Training Manager**



**Charles Alexander Jr.**  
**Labor Relations Officer**



**Richard Frantz**  
**Labor Relations Officer**

**FLORIDA PUBLIC SERVICES UNION-SEIU**



**Brian "Cricket" Brehm**  
**FPSU/SEIU Chief Steward**



**Kelly Leayens**  
**FPSU/SEIU Chief Steward**



**Brenda Aldahondo**  
**FPSU/SEIU Chief Steward**



**Tim Ott**  
**FPSU/SEIU Chief Steward**