

**TENTATIVE AGREEMENT
BETWEEN THE
CITY OF ST. PETERSBURG
AND
THE FLORIDA PUBLIC SERVICES UNION (FPSU)/SERVICE EMPLOYEES
INTERNATIONAL UNION (SEIU)
PROFESSIONALS UNIT**

Effective upon signature, the parties tentatively agree to use the current language (in the contract dated October 1, 2016 through September 30, 2017 including all MOUs and contract amendments agreed upon during that time) for the following articles for inclusion into the subsequently negotiated agreement between the parties for Fiscal Years 2018-2020. This tentative agreement does not obligate the parties to enter into a full contract until the remaining articles are agreed upon and ratified by both parties.

ARTICLE NUMBER AND TITLE:

- 1 Preamble
- 2 Recognition
- 3 Management Rights
- 4 Rights of Employees
- 6 Checkoff
- 7 Prohibition of Strikes
- 8 Union Communication
- 9 Basic Work Week and Overtime
- 10 Seniority, Layoff and Recall
- 13 Savings Clause
- 14 Entire Agreement

Signed by the duly authorized representatives of the above referenced parties this 30th
day of August 2017.

FOR THE CITY:



Kristen Mory
Labor Relations & Training Mgr.

FOR THE UNION:



Rick Smith
Chief of Staff – FPSU/SEIU



Art. 5	City TA	FPSU TA	Date
	KM	RS	8/30/17

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**
<u>Arbitration</u>	_____	_____	_____	<u>NO PAY</u>
<u>Consultation Meeting</u>	_____	_____	_____	<u>PAY</u>
FPSU Business (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

Art. 11	City TA	FPSU TA	Date
	<i>Kul</i>	<i>RS</i>	<i>8/30/17</i>

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

~~Employees covered by this Agreement shall receive the following general wage increase for fiscal year 2017:~~

- ~~A. Five percent (5%) for those employees who have at least seven (7) years of seniority in a professional classification as of October 1, 2016.~~
- ~~B. Four percent (4%) for those employees who have more than six (6) years but fewer than seven (7) years of seniority in a professional classification as of October 1, 2016.~~
- ~~C. Three and one half percent (3.5%) for those employees who have more than five (5) years but fewer than six (6) years of seniority in a professional classification as of October 1, 2016.~~
- ~~D. Three percent (3%) for those employees who have fewer than five (5) years of seniority in a professional classification as of October 1, 2016.~~

~~The parties expressly agree that this general wage increase is applicable to fiscal year 2017 only and shall not be applicable to future fiscal years unless otherwise negotiated by the parties.~~

Employees covered by this Agreement shall receive a two point five percent (2.5%) general wage increase effective the first payroll beginning date of fiscal year 2018.

For FYs19 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 (0), the general wage increase will be zero percent (0%).

Section 3. Progression in the Pay Plans

- a. Effective fiscal year 2018, any employee who is not at the maximum pay rate for his/her job classification shall be eligible, as set forth below, for a progression pay increase of three point five percent (3.5%) on his/her respective classification anniversary date.
- b. 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 average progression pay increase for eligible employees shall be based on 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 negative, then the progression pay increase for that year shall be zero percent (0%).

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

- c. Eligible employees shall include any employee who is not at the maximum pay rate for the classification; has not received formal discipline for two (2) Group I, Rule #14 Chronic Tardiness and/or Rule #15 Chronic Absenteeism violations or combination thereof, two (2) Group II violations or one (1) Group III rule violation of the City's Code of Conduct in the preceding twelve (12) months; or is not currently on a Performance Improvement Plan (PIP). Although employees who are on a Performance Improvement Plan are not eligible for a performance increase, they may become eligible for the increase upon the date they successfully complete the plan.

The parties agree to reopen Section 3(c) of this Article in FY19 for the purpose of bargaining eligibility criteria for progression pay increases.

Section 34. 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. The Planning and Economic Development department will provide the following incentive increases to the base pay of employees working within that department, as outlined below:

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 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 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.

B. 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.



Title	PB	Title	PB
Accountant I	2	Environmental Analyst	3
Accountant II	4	Environmental Planner	5
Accountant III	6	Event Recruitment & Management Coordir	7
Administrative Assistant	1	Financial Systems Coordinator	8
Administrative Coordinator	4	GIS Specialist/Programmer I	3
Application Support Specialist I	2	GIS Specialist/Programmer II	5
Application Support Specialist II	4	Grants Officer	7
Auditor	6	Historic Preservationist I	3
Background Investigator	4	Historic Preservationist II	5
Bicycle and Pedestrian Coordinator	7	Historic Preservationist III	7
Business Systems Analyst	7	Human Resources Analyst	2
Capital Improvements Assistant	2	Human Resources Analyst Specialist	4
Capital Projects Coordinator	5	HydroGeologist	5
Chemist II	4	Information Specialist I	1
Chemist III	5	Information Specialist II	2
CI Construction Coordinator	6	Info. Tech. Security Analyst	8
CI Financial Coordinator	6	Intelligence Analyst	3
Civil Engineer I	5	Librarian I	2
Civil Engineer II	6	Marketing Services Coordinator	4
Civil Engineer III	8	Marketing/Booking Coordinator	3
Class System Support Specialist	2	Nature Preserve Supervisor I	1
Community Service Coordinator	4	Nature Preserve Supervisor II	3
Community Service Representative	2	Neighborhood Coordinator	7
Computer Programmer/Analyst I	2	Neighborhood Specialist	4
Computer Programmer/Analyst II	4	Network Systems Analyst I	4
Computer Programmer/Analyst III	7	Network Systems Analyst II	6
Computer Programmer/Analyst III/Pick-Spec	7	Operations Analyst	2 4
<u>Contracts Compliance Coordinator</u>	<u>3</u>	Operations Analyst Specialist	4
Crime Analyst	2	Oracle Developer	10
Cultural Affairs Coordinator	4	Parks Support Services Coordinator	4
Customer Relations Liaison	4	Payroll Coordinator	2
Customer Relations Officer	4	Permitting Systems Analyst	5
Customer Service Officer	6	Physical Fitness Program Coordinator	1
Database Administrator	9	Planner I	3
Deputy Zoning Official	8	Planner II	5
Development Assistant	2	Planner III	7
Digital and Media Specialist	2	Police Training Specialist	4
Economic Development Analyst	7	Property & Asset Management Specialist	4
Economic Development Coordinator	7	Real Estate Coordinator	7
Economic Development Specialist	5	Real Estate Specialist	5
Education and Commm. Outreach Coord.	1	Recreation Supervisor I	1
Emergency Management Specialist	4	Risk Management Analyst	4
Engineering Support Services Assistant	3	Safety and Training Officer	4

School Programs Coordinator	3	Small Business Enterprise Specialist	2
Senior Application Support Specialist	6	Social Services Specialist	2
Senior Auditor	8	Systems Analyst	4
Senior Capital Projects Coordinator	7	Systems/PC Analyst	4
Senior Energy Efficiency Engineer	6	Systems/PC Analyst II	6
Senior Human Resources Analyst	6	Systems Programmer	7
Senior Network Systems Analyst	8	Telecommunications Network Specialist	6
Senior Operations Analyst	6	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	Water Conservation Coordinator	4
Senior Systems Programmer	8	Water Resources Engineer	8
<u>Server Analyst I</u>	<u>4</u>	Work Methods Analyst	2
<u>Server Analyst II</u>	<u>6</u>		

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

~~*Indicate vacant positions that may be included in this unit.~~

Art. 12	City TA	FPSU TA	Date
	<i>KA</i>	<i>RS</i>	<i>8/30/17</i>

ARTICLE 12

DISPUTE RESOLUTION PROCEDURE

Section 1. General

- 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 settlement of disputes between the Employer and employee, or group of employees, involving 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 contained in the Rules and Regulations of the Personnel Management System or the grievance procedure established under this Article if the dispute or grievance involves the interpretation or application of this Agreement, but such employee cannot use both for the same grievance.

The Union shall be ineligible to file a general or class action grievance on matters that have previously been 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 decline the right to be represented, in the resolutions of grievances arising under the terms and conditions of employment covered by this Agreement. Nothing in this Section shall be construed as to prevent employees at any time from submitting their own grievance that alleges a violation of a specific Article and/or Section of this Agreement and to have that grievance resolved without the intervention or assistance of a Union representative. Resolutions of grievances shall not be inconsistent with the terms of this Agreement.

Should an employee submit a grievance without Union representation the employee shall bear the full cost of work time lost for hearings, costs of preparation and presentation, costs of their counsel, costs of a mediator and/or ombudsperson, costs of meeting and/or hearing rooms, costs for services and fees, costs of transcripts, and all costs of 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.

- 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 established by this grievance procedure shall be

considered settled on the basis of management's last response. A grievance not responded to within the time limits prescribed shall entitle the employee and the Union if applicable 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 requirements set forth in this grievance procedure shall not preclude the aggrieved employee, the Union if applicable, and appropriate management representatives from discussions pertaining to resolution of the grievance.
- E. During grievance hearings the employee and/or the Union representative may call a reasonable number of witnesses to offer testimony from direct knowledge only. An employee who serves as a witness during 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 during regular work hours in accordance with the provisions set forth in Article 5 of this Agreement for the investigation, presentation, and appeal of grievances. The performance of these functions by the Union officer or steward 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 which may at times create delays and necessitate postponements. The Union agrees to guard against the use of excessive time for grievance activities authorized by this Article.
- G. Union officers and stewards shall provide advance notice to their supervisor so arrangements may be made to allow for time away from work to perform grievance related activities.

Union officers and stewards shall obtain written permission from their immediate supervisor, using a time out slip, prior to leaving their assigned work area to conduct grievance investigation related activities. The Union officer or steward shall contact the supervisor of the employee they wish to meet with prior to any such meeting.

Should a supervisor deny permission for a Union officer or steward to interview an employee, the reason for such denial shall be stated by said supervisor in writing on the time out slip. The supervisor shall also advise the Union officer or steward as to when they may expect to meet with said employee. At the appointed time the supervisor shall designate an appropriate area for the meeting. The Union steward or representative shall notify their supervisor upon returning to work and turn in their 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 accepted 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 aggrieved employee 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 event the aggrieved employee shall be notified and informed as to the reason for the delay.

Section 2. Grievance Process

If an employee covered by this Agreement should bring forth a problem or concern in their workplace the Employer shall make every effort to address and resolve the matter through direct and forthright communication between the affected employee, their immediate supervisor, and/or other management personnel as appropriate.

An employee covered by this Agreement who has a contractual grievance may also use the grievance process set forth above. The intent of this grievance process is to provide a more collaborative approach to problem solving whereby the parties rely on a collaborative effort in the collection of facts and work towards a consensus resolution regarding a given issue. Disputes regarding contractual issues shall use the ~~mediation~~ process set forth in this Article should a consensus resolution not be reached.

A. Chain of Command

Informal Step

Within seven (7) calendar days of the occurrence of the matter from which the grievance arose, the aggrieved employee may, with or without Union representation, initiate a verbal grievance with the immediate supervisor or manager having proper jurisdiction. Within four (4) calendar days, the immediate supervisor or manager will verbally notify the employee of the decision.

A:

Step One (+) ~~Manager~~ Department Director Level:

Within fifteen (15) calendar days from the date the grievance arose or within five (5) calendar days of receiving the immediate supervisor's informal response, whichever is sooner, an employee, and/or the Union representative if applicable, may file a written appeal to the employee's ~~manager~~ Department Director, or designee. 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 fifteen (15) calendar days of such waiver.

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.
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 four (4) calendar days from the day the grievance was returned.

Within seven (7) calendar days of receipt of the grievance the manager shall meet with the grievant and/or the Union representative if applicable to discuss and seek a resolution of the grievance. Within seven (7) calendar days after such meeting the ~~manager~~ Department Director, or designee shall give their written response to the grievant and the 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 remedy or resolution offered, if any.
4. Signature of the appropriate management representative.

~~Step Two (2) Department Director Level:~~

~~If the grievance is not resolved at this step, the aggrieved employee may submit a written appeal to the department director or designee, within seven (7) calendar days after receipt of the manager's response. Within seven (7) calendar days after receipt of the written appeal, the department director or designee shall meet with the aggrieved employee and Union representative if applicable to discuss and seek a solution to the grievance.~~

~~Within five (5) calendar days after that meeting, the department director or designee shall give the written response decision to the grievant and Union representative if applicable.~~

~~Step Three-Two (3II) The Professional Problem Solving Team:~~

~~Within fifteen (15) calendar days of the department-Department dDirector's response, should the employee, Union representative if applicable, and the dDepartment Ddirector be unable to resolve the grievance, the parties 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 invite and agree upon the PPST members. The PPST shall hold a hearing with the concerned parties and attempt to make an objective evaluation of the facts and information relevant to the issues presented.~~

~~The PPST shall then attempt to reach a consensus regarding the issues and determine the appropriate outcome. If additional information is required in order to make an informed decision, the parties may adjourn the hearing and agree to reconvene at a later date in an attempt to reach consensus. The PPST shall keep an appropriate summary of proceedings in all cases so reviewed.~~

~~If consensus is reached, the decision is final. If consensus is not reached, the parties may proceed to the next step.~~

B. Step Three (III) Hearing Officer or Arbitration

~~If consensus is not reached during the steps set forth above, within fifteen (15) calendar days of the date of the final hearing by the PPST, either party may appeal the case to a mutually agreeable hearing officer or to arbitration, but not both.~~

- ~~1. Hearing Officer - If the party that appeals chooses a hearing by an Employer's hearing officer, said hearing officer must be an employee who agrees to act as the hearing officer; is in a professional job classification or above; and is not an employee covered by this Agreement. The hearing officer may work with the parties using a process similar to mediation to find a mutually agreed upon resolution.~~

~~If the parties are not able to come to agree on a hearing officer, or one is not available, the City Administrator shall review the decision of the PPST and make~~

a final decision. The hearing officer or City Administrator shall provide a final written decision within fifteen (15) calendar days of the submission of the appeal.

2. Arbitration Referral

- A. Within fifteen (15) calendar days from the date of receipt of the arbitration request the Employer, aggrieved employee and Union representative if applicable, may meet to define the relevant issue or issues, to prepare a joint arbitration agreement for submission to the arbitrator, and to mutually agree on the selection of an arbitrator.
- B. If the parties fail to mutually agree upon an arbitrator within fifteen (15) calendar days from the date of receipt of the arbitration request, a list of seven (7) qualified arbitrators shall be jointly requested from the Federal Mediation and Conciliation Service (FMCS). The party that requests the arbitration shall be responsible for any fees that may be charged at the time the list is requested; however, once an arbitrator has accepted the arbitration request the losing party shall pay the fee for the initial list or in the case of a split decision both parties shall share the cost of the fee. Should the parties determine that the issue in dispute requires an arbitrator with special expertise, it shall be so indicated in the FMCS request.

Within seven (7) calendar days from receipt of the arbitrator list, the parties shall meet and alternately cross out names on said list and the remaining name shall be the selected arbitrator. A coin toss shall determine who shall cross out first. If in a Union or employee initiated arbitration the Union or employee fails to appear to strike names with the Employer 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 moving party may request another list of arbitrators and the procedures set forth above shall be followed. The parties shall jointly notify FMCS of the arbitrator selection.

If the grievant is not represented by the Union, the list of arbitrators shall be requested from the American Arbitration Association and the moving party shall be responsible for any and all fees that may be charged. Once a list has been obtained the procedures set forth above shall be used for selecting an arbitrator.

- C. The parties shall consult with the arbitrator to schedule the date, time, and place of 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.

- A. The decision of the arbitrator shall be final and binding upon the aggrieved employee, the Union if applicable, and the Employer.
- F. 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 determines 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.

- G. 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.
- H. 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 grievance was submitted in writing.
- I. Upon receipt of the arbitrator's award corrective action if any shall be implemented as soon as possible, but in no event later than fifteen (15) calendar days after receipt of the arbitrator's award.
- J. Any party to this Agreement that requests a transcript of the arbitration hearing shall be responsible for the cost of such transcript, 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. _____

Please attach any statements or information to support your grievance. Type or print neatly.

NAME (Employee filing) _____ Work phone _____

Classification _____ Shift _____ Department _____

Date of Occurrence of Grievance _____

Article & Section of Agreement alleged to have been violated _____

Please check appropriate box:
Step 1 [] Manager Step 3-11 [] PPST
Step 2-1 [] Dept. Director Step 4-111 [] Hearing

Officer _____

Class Grievance []

DESCRIBE all of the facts concerning the grievance (date, time, place, persons involved, etc.):

REQUESTED REMEDY:

EMPLOYEE/UNION

DEPARTMENT/CITY

Signature (Employee filing grievance)

Time/Date

Grievance received by (Signature)

FPSU Representative Signature

Time/Date

Time/Date of receipt

As provided by the FPSU contract, I wish to appeal my grievance to
Step 2-11 [] Step 3-111 []

Signature (Employee filing grievance)

Time/Date

Grievance received by (Signature)

FPSU Representative Signature*

Time/Date

Time/Date of Receipt

*Signature required if employee is being represented by Union; the FPSU representative who signs will be the contact point for either the Department or Labor Relations in setting the grievance hearing.

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 3-11 Answer: _____

TO: LABOR RELATIONS OFFICER

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



FPSU Prof. Agreement

City Proposal 1-8/30/17

Art. 15	City TA	FPSU TA	Date
	<i>RM</i>	<i>RS</i>	<i>8/30/17</i>

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 ~~after ratification by both parties~~ of fiscal year 2018, and shall continue in full force and effect until its expiration date of September 30, ~~2017~~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, ~~2017~~2020. In the event such notice is given, negotiations for a follow-on Agreement shall begin no later than May 1, ~~2017~~2020.

