

**ARTICLE 1 – PREAMBLE**

1.1 In accordance with the State of Florida Public Employees Collective Bargaining Statute, this Agreement is entered into, by and between the City of St. Petersburg, a municipality in the State of Florida, hereinafter called 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 1.) Certificate Number 238 issued to the Florida Public Services Unit, as amended, in accordance with the certifications granted by the Public Employees Relations Commission (PERC) on June 23, 1976, and amended on October 22, 2007, in PERC order 07E-251; and 2.) Certificate Number 898 issued May 4, 1990, as amended on October 25, 2007, in PERC order 07E-256.

1.2 The purpose of this Agreement is to promote and maintain harmonious and cooperative relationships between the Employer and employees, both individually and collectively, and the Union, to provide an orderly and peaceful means for resolving differences which arise concerning the interpretation or application 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.

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

**ARTICLE 2 – RECOGNITION**

2.1 The City of St. Petersburg hereby recognizes the Florida Public Services Union (FPSU) SEIU,CtW, CLC, 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 Units.

2.2 The bargaining entity for which this recognition is accorded is known as the Florida Public Services Union which is comprised of the Blue Collar Bargaining Unit which was certified by the Public Employees Relations Commission (PERC) on June 23, 1976, as amended on October 22, 2007, by PERC order 07E-251 and comprises all full-time employees employed in the classifications enumerated in Appendix "A" of this Agreement; and the White Collar Bargaining Unit which was certified by PERC on May 4, 1990, as amended on October 25, 2007, by PERC order 07E-256 and comprises all full-time and regular part-time employees employed in classifications enumerated in Appendix "C" of the Pay Article of this Agreement (regular part-time employees are those employees who have worked for the City for at least six (6) months and also work twenty (20) hours or more per week on a year-round basis). All other employees in other ranks, positions, and classifications are excluded from the Bargaining Units.

2.3 (FPSU) SEIU,CtW, CLC, hereby recognizes the Mayor or designee as the public Employer's representative for the purpose of collective bargaining.

2.4 The Bargaining Units consist of the job classifications as contained in Appendix "A" and Appendix "C."

2.5 If an official job classification title enumerated in Appendix "A" or Appendix "C" of this Agreement is changed or altered by the Employer, the employees in such classification shall remain covered by the provisions of this Agreement.

2.6 If one party to this labor agreement proposes to add or delete a job classification to or from either bargaining unit, that proposed change will be provided to the other party for review. Following review by the other party, one or both parties will petition PERC for the change to the unit.

Employees who may be affected shall have the option of continuing their relationship with FPSU or discontinuing their relationship until the issue is resolved by PERC, unless the Employer considers the classification(s) as supervisory or managerial. In this case the employees who may be affected shall be excluded from the Bargaining Unit until the issue is resolved by PERC.

**ARTICLE 6 – CHECKOFF**

~~6.1 — Employees covered by this Agreement may request electronically via Oracle or via electronic, paper, or voice authorization to the Union for payroll deductions for the purpose of paying Union dues, COPE donations, and uniform assessments.~~

- ~~A. — Any request made directly to the Union shall be sent by the Union via email to the City (labor relations office).~~
- ~~B. — Any disputes related to authorizations sent to the City by the Union shall be resolved by stopping the dues deduction immediately until the dispute is fully resolved.~~
- ~~C. — The Union shall also defend at its expense, pay on behalf of, hold harmless and indemnify the City from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, “Claims”), whether or not a lawsuit is filed, and costs, expenses and attorneys’ and experts’ fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly the dues deduction authorizations sent by the Union to the City.~~
- ~~D. — The City is expressly prohibited from any involvement in the collection of fines, penalties or special assessments and shall not honor any requests of this nature other than for Union dues, COPE donations, and uniform assessments. The Union expressly agrees not to solicit COPE donations on City property.~~
- ~~E. — Authorizations currently on file shall remain in full force and effect for the term of this Contract unless revoked by an employee with thirty (30) days written notice to the City electronically via Oracle or to the Union by submitting a request via electronic, paper or voice authorization.~~
- ~~F. — Any request made directly to the Union shall be sent by the Union via email to the City (labor relations office).~~
- ~~G. — Any disputes related to revoked dues authorizations sent to the City by the Union shall be resolved by stopping the dues deduction within thirty (30) days of the date when the Employee states he/she submitted the stop dues notice.~~
- ~~H. — The Union shall also defend at its expense, pay on behalf of, hold harmless and indemnify the City from and against any and all Claims whether or not a lawsuit is filed, and costs, expenses and attorneys’ and experts’ fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly the electronic or voice authorizations taken by the Union and transmitted to the City.~~

~~6.2 — The Union will initially notify the City as to the amount of dues or uniform assessments to be deducted from a member's salary on a weekly basis. This notice must state the weekly amount in dollars and cents. Such notification will be certified to the City in writing over the signature of an authorized officer of the Union at least thirty (30) calendar days in advance of the effective date. Changes in membership dues will be similarly certified to the City and shall be done at least thirty (30) calendar days in advance of the effective date of such change.~~

~~Deductions for Union dues, COPE donations, and uniform assessments will be honored providing an authorization form for such deduction is properly executed and on file with the City.~~

~~6.3 — Dues shall be deducted each applicable pay period and the funds deducted shall be remitted to the Secretary Treasurer of the Union within thirty (30) days. The Union agrees to reimburse the City for the cost of processing any change in membership dues at the rate of sixty dollars (\$60.00) which shall be made in the month such change in membership dues takes effect. A change in membership dues shall not require an additional dues deduction authorization form.~~

~~6.4 — The Union will indemnify, defend, and hold the City harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by payroll deduction of Union dues or COPE donations. The FPSU agrees that in case of error, proper adjustment, if any, will be made by the FPSU with the affected employee, assuming that those funds in dispute have been transmitted to the FPSU.~~

~~6.5 — In any applicable pay period in which there is insufficient pay to cover all other duly authorized deductions, Union dues or uniform assessments will not be deducted from an employee's pay. However, the appropriate deductions for two (2) or more applicable pay periods shall be made at the earliest time per City payroll procedures. The Union will pay the City twenty five cents (\$.25) for each additional deduction necessary to make up omitted deductions.~~

~~6.6 — The Union shall remit to the City fifty dollars (\$50.00) per month for payroll deduction of FPSU Union dues.~~

~~6.7 — The City shall not be required to honor any authorizations for deductions that are received by the Labor Relations Office later than two (2) weeks prior to the deduction effectivity.~~

In the event Florida law changes to authorize payroll deductions for union dues, upon the Union's request, the parties agree to re-open this Article within thirty (30) days to continue discussions.

**ARTICLE 7 – PROHIBITION OF STRIKES**

7.1 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, 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 of St. Petersburg, the Employer, 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 Employer, the concerted failure to report for work after the expiration of a collective bargaining agreement.

7.2 Strikes Prohibited

Employees covered by this Agreement, the Union or 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 City of St. Petersburg, the Employer, by instigating or supporting in any manner, a strike. Any violation of this Section shall subject the violator(s) to the penalties as provided for by this Agreement, law, and the rules and regulations of the Employer.

7.3 Affirmation

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

7.4 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, or other similar forms of interference with the operations or functions of the City shall be subject to disciplinary action up to and including discharge. Employees shall not be entitled to any benefits or wages 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 City, serve a six (6) month probationary period following the reappointment or re-employment, and the compensation may in no event exceed that received immediately prior to the time of the violation, and the compensation may not be increased for one (1) year.

**ARTICLE 8 – BULLETIN BOARDS**

- 8.1 The Employer agrees to provide up to a maximum of forty-five (45) bulletin boards or bulletin board space for use by FPSU.
- 8.2 Bulletin boards or bulletin board space shall be large enough to accommodate up to four (4) notices 8 1/2" x 14" at each authorized location.
- 8.3 Union bulletin boards may be used for posting Union notices but restricted to:
- A. Notices of Union recreational and social affairs.
  - B. Notices of Union elections and results of such elections.
  - C. Notices of Union appointments and other official Union business.
  - D. Notices of Union meetings.
  - E. Any other information, including any notices containing any information other than purpose, date, time and place, may be posted on such designated areas only upon the approval of the Labor Relations Office.
  - F. Materials that are current. Any materials that are no longer current (i.e. information about events that are in the past) shall be removed within two (2) weeks of the event or applicable expiration date. The City shall also have the right to remove any outdated material from Union bulletin boards without notice to the union.
- 8.4 All notices shall be on official FPSU letterhead stationery and signed by a duly recognized Union official.
- 8.5 Any other material, other than that listed in Section 3 of this Article, not on file with the Labor Relations Office may be removed by any member of supervision. Should removal occur, the Labor Relations Office will notify the Union.
- 8.6 All costs incidental to preparing Union materials will be borne by the Union. The Union is responsible for posting and removing approved material on its bulletin boards and for maintaining such bulletin boards in an orderly condition.
- 8.7 In the event that additional permanent areas of work are placed in service requiring approximately twenty (20) employees, the Employer agrees to provide bulletin board space of the same size as described in Section 2 of this Article.

**UNION INTRANET COMMUNICATION**

- 8.8 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.
- E. Materials that are current. Any materials that are no longer current (i.e. information about events that are in the past) shall be removed within two (2) weeks of the event or applicable expiration date. The City shall also have the right to remove any outdated material from Union bulletin boards without notice to the union.

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.

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

8.10 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.

8.11 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 22 – MATTERS APPROPRIATE FOR CONSULTATION**

22.1 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.

22.2 Consultation meetings between Union representatives and Management shall be arranged by the Labor Relations Manager or a 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.

22.3 When contact is required by the Union President 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 President, or designee.

22.4 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.

22.5 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 State law.

**ARTICLE 26 – DRUG FREE WORKPLACE**

26.1 The City and Union agree that providing a drug-free work place is not only desirable from the perspective of the Employer, but also from the perspective of the employees and citizens of St. Petersburg. Both the Employer and employees are interested in a safe and efficient work force which provides the citizens with the best service possible. The policies and procedures contained in this Article are for the purpose of achieving those goals.

26.2 Any employee covered by these Bargaining Units will be subject to controlled substances screening if there is reasonable suspicion that the employee is using or under the influence of illegal drugs or other controlled substances when taken without a prescription, or without being under the care of a physician, while on duty.

"Reasonable suspicion" means recognizable signs that indicate to a reasonable person that an individual is using or is under the influence of illegal or controlled substances or alcohol. Examples of recognizable signs include, but are not limited to, bloodshot eyes; dilated pupils; slurred speech; lack of coordination; the smell of alcohol about a person; radical mood shifts; possession of illegal or controlled substances, alcohol, and/or drug paraphernalia; admissions of use or possession by an employee; alcohol, or illegal or controlled substance-related arrests; and/or related behavioral patterns. Reasonable suspicion may be recognized by supervisors, management, law enforcement, or medical professionals. In addition to the examples listed above, performance problems observed by a supervisor may also constitute reasonable suspicion. Anonymous phone calls will not constitute reasonable suspicion.

Random testing is to be strictly prohibited under the terms of this Article, except that any employee of this unit who is required to have a Commercial Driver's License (CDL) as a condition of employment shall be subject to random, post-accident, return to work, and follow-up alcohol/controlled substance testing under the applicable provisions of the Omnibus Transportation Employee Testing Act as amended and mandated by federal law.

26.3 The procedures for drug testing will be done in accordance with the City's Rules and Regulations of the Personnel Management System.

26.4 Pre-employment controlled substances screening may be conducted per Section 2 of the City's Rules and Regulations of the Personnel Management System.

An initial probationary employee who tests positive may be terminated at the discretion of the Department Director or designee and no appeal shall be permitted.

A classified employee who informs the Director or designee of the employee's intent to seek assistance for drug/alcohol use or abuse either voluntarily or prior to reasonable suspicion testing will not be disciplined for being under the influence while on duty. Successful completion of an approved rehabilitation program shall result in no disciplinary action against the employee for the first offense only. Any employee who uses this one-time option shall be subject to unannounced testing on duty for a period of one year. The City retains the right to discipline employees for other serious offenses that have been committed. The City will not pursue criminal prosecution as a routine part of its substance testing procedures.

In the event the Employee Assistance Program is no longer offered, the employee must seek, either through self-referral or recommendations of a professional counselor/doctor or counseling service, the assistance of any medical facility or agency (i.e., various hospitals offering dependency programs, PAR, Inc., or similar

agency) licensed to provide a comprehensive rehabilitative program(s) for individuals with substance use problems. The rest of this Section would continue to be applicable.

An employee who is tested under the Omnibus Transportation Employee Testing Act and tests positive for alcohol or an illegal substance, must comply with the Department of Transportation (DOT) requirement of utilizing a certified Substance Abuse Professional (SAP) for evaluation, referral, and education or treatment. The employee will be responsible for any cost necessary to comply with the evaluation and treatment regulations, if these costs are not covered by their health insurance plan.

26.5 In recognition of the importance of having a drug free work force worthy of the respect and trust of the public, the following shall be the policy for employees who are guilty of misconduct related to the use, possession, or sale of drugs:

- A. Employees who sell illegal drugs or controlled substances, either on or off duty, shall be terminated from employment.
- B. Employees who are in possession of or using illegal substances or are consuming alcohol while on duty, including meal and rest periods shall be terminated from employment unless the Department Director can document mitigating circumstances and obtain the approval of the Human Resources Director not to terminate.
- C. With the exception of Police Department employees covered in paragraph F of this Section, all other employees who are under the influence of illegal substances or alcohol while on duty shall be disciplined in accordance with the City's Code of Conduct, (Group II offense), although other misconduct occurring at the same time may result in more severe discipline, depending upon the nature of the misconduct (an exception to discipline for being under the influence on duty is contained in Section 5).
- D. Employees who are in possession of illegal substances or drug paraphernalia while off-duty and said possession constitutes a felony, shall be terminated from employment.

Employees who are in possession of illegal substances or drug paraphernalia while off-duty, and said possession constitutes a misdemeanor shall be disciplined (guideline: Group II offense) for the first offense and terminated for the second offense, unless a nexus exists between the employee's position and the drug possession, in which case the employee shall be terminated for the first offense.

- E. The policy contained in the City's Rules and Regulations regarding what occurs in the event an employee who is required to possess a driver's license for a position and who loses said driver's license shall apply for an employee who is driving under the influence off-duty.
- F. Employees covered by this Agreement who are employed in the Police Department are required to conform to the standards of that Department due to the sensitive nature and potential liability incurred by employees' use of any controlled substance on or off duty, or being under the influence of alcohol while on duty. Consequently, these employees who are under the influence of illegal substances or alcohol while on duty may be terminated on the first offense. Likewise, these employees who are in possession of illegal substances or drug paraphernalia while off duty, even if said possession constitutes a misdemeanor shall be terminated.

26.6 An employee who refuses to be tested when so ordered is guilty of insubordination, a Group III offense, and shall be terminated.

26.7 When an employee requests Union assistance, the City agrees to make a reasonable effort to contact a Union officer, following the chain of command designated on the Union organizational chart. In no instance will the City delay the substance test for more than one-half (1/2) hour, while attempting to contact a Union official.

26.8 At the time of implementation of this contract all employees shall be put on notice that the City is committed to employing a drug free work force. Said notice will also include encouragement for employees who may have a substance use or abuse problem to seek professional assistance on a confidential basis from the City's Employee Assistance Program or a source of their own choosing. The penalties for both on or off-duty use, possession, or sale of illegal substances, controlled substances, or alcohol contained in this Article shall also be communicated to employees.

26.9 In the event of invalidation of this Article, or any Section of this Article, both the Employer and the FPSU agree to meet within thirty (30) days of such determination for the purpose of arriving at a mutually satisfactory replacement for said Article or Section.

**ARTICLE 27 – SAVINGS CLAUSE**

27.1 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.

27.2 In the event of invalidation of any Article or Section, both the Employer and FPSU agree to meet within thirty (30) days of such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.