

ARTICLE 1 – PREAMBLE

1.1 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.

1.2 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.

1.3 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

2.1. 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.

2.2 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.

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

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

2.5 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:

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 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 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/or uniform assessments.~~

- ~~A.—Any such request 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 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.~~
- ~~E.—Authorizations 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 days’ 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. This notice must state the amount to be deducted including how often the deductions are taken, 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 provided 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 may arise out of 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 an 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 Employer fifty dollars (\$50.00) per month for payroll deduction of 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, 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.

7.2 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.

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, or other similar forms of interference, with the operations of the Employer.

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 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

8.1 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;
- D. Notices of Union recreational and social affairs; and
- 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 the Union intranet page 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.

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

8.3 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.

8.4 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 13 – SAVINGS CLAUSE

13.1 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.

13.2 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.