

ARTICLE 3 – MANAGEMENT RIGHTS

3.1 The FPSU and its members recognize the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities; and the powers or authority which the City has not officially abridged, delegated, or modified by this Agreement are retained by the City. Management officials of the City retain the rights, except where this Agreement takes precedent, in accordance with applicable laws, regulations, and provisions of the Personnel Management System, 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 to be 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 to be 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, or operating requirements.
- M. To establish, implement, and maintain an effective Internal Security Procedure.

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

3.3 For purposes of this article, “Emergency Situation” means that a state of emergency is in effect within the City (in whole or in part) after having been declared in accordance with applicable law by any of the following, alone or in combination: (i) the President or other authorized federal official; (ii) the

Governor or other authorized state official; (iii) the Pinellas County Board of County Commissioners or authorized County official; or (iv) the Mayor or other authorized City official. If it is determined that civil emergency conditions exist, including, but not limited to riots, civil disorders, hurricane conditions, 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 Situation, provided that wage rates and monetary fringe benefits shall not be suspended. If an Emergency Situation exists, the Labor Relations Office shall advise the Union President, (or designee), of the nature of the Emergency Situation and if the President (or designee) desires, a meeting will be scheduled to discuss the Emergency Situation.

ARTICLE 4 – RIGHTS OF EMPLOYEES

4.1 Employees in these Bargaining Units shall have and be protected in the exercise of their rights, freely and without fear of penalty or reprisal, to join, and participate in, or to refrain from joining or participating 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.

4.2 Nothing in this Agreement shall require an employee to become or to remain a member of the labor organization or to pay any monies to the labor organization.

4.3 Employees shall have the right to Union representation if the employee desires to meet and consult with any Supervisory or Managerial Official, via the appropriate chain of command. The employee shall not be required to explain the reasons for wanting to consult with any Supervisory or Management Official. Nothing in this Agreement shall be construed to prevent any employee in a 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.

4.4 Employees in these Units shall have the right to communicate, meet and consult with recognized Union representatives during regular working hours concerning grievances and other Union business. Discussions of this nature which are appropriate during working hours shall in no way interrupt, delay or otherwise interfere with effective, proper and superior service to the community.

4.5 Employees shall have the right to fair and equitable consideration of all provisions of this labor agreement, operational procedures and directives of the Department, and the Rules and Regulations of the Personnel Management System.

4.6 Employees in these Bargaining Units shall not be prohibited from engaging in outside employment so long as such outside employment does not, in any way, interfere with their City employment, or present reasonable concern with respect to a potential conflict of interest. Employees who expect to engage in any outside employment shall complete a Request for Outside Employment Form in Oracle Self-Service within five (5) working days of commencing any such employment. Employees who fail to notify their Department when engaged in outside employment may be subject to disciplinary action. This notice shall also be required in those cases where the employee continues working for the same outside employer but changes jobs.

4.7 It is agreed that all employees of these Units shall be afforded the opportunity to discuss and review their job descriptions. Such discussions will be between the employee and immediate supervisor. In the event the employee is not satisfied with the results of the discussion, it may be referred to the Human Resources Director by the employee. The employee may elect to have a steward accompany the employee to discussions regarding the above.

4.8 Any employee who feels improperly classified, may request a job audit in accordance with the procedures as outlined in the Personnel Management Rules and Regulations.

4.9 Employees covered by this Agreement are also entitled to the benefits and rights of the Personnel Management System of the City. If any conflicts occur between this labor agreement and the City's Personnel Management System, the labor agreement shall take precedence. The labor agreement shall be the governing factor in all cases even though the benefits or rights may be greater or lesser than provided for in the Personnel Management System of the City.

4.10 The City agrees to send the Union a list of all newly hired employees who are eligible to participate in the bargaining unit within seven (7) calendar days of the employee being hired. The list shall contain each employee's name, job classification, department, division, email address and phone number unless otherwise exempt from public record.

4.11 When a full-time employee covered by this Agreement receives formal disciplinary action, the employee shall have the right to address the disciplinary action using the grievance appeal procedure established by the parties. During the grievance process and prior to any appeal to arbitration, the employee shall be provided the name(s) of primary witness(es), if any, upon whose testimony Management relied in making its findings of misconduct. The employee also shall have an opportunity to challenge the statements made by primary witnesses who are City employees and have them present during at least one step in the grievance process when they can be made available for questions. In the event that the primary witness(es) is not a City employee, the Department will provide the facts and evidence, including written statements and investigative reports, upon which Management relied in determining misconduct, if said witness(es) is not available to attend a hearing.

4.12 All City employees shall be treated with respect and dignity at all times. If it becomes necessary to discipline an employee, the supervisor issuing discipline shall do so in private unless circumstances dictate otherwise.

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

ARTICLE 5 – UNION REPRESENTATION

5.1 The Employer agrees to recognize the officers and stewards of FPSU designated by the Union. The Union shall furnish written notice to the Labor Relations Office of designated officers and stewards prior to the effective date of their appointments. The Union shall have the exclusive right to assign, appoint or elect stewards to fill the positions authorized by this Article. At the time of appointment, an officer or steward shall have completed the initial probationary period. Union stewards shall be designated at a unit-wide ratio not to exceed one (1) Union Steward for every twenty (20) employees in the Bargaining Unit. It is recognized that specific shift and geographical locations may result in representation at a localized rate other than this ratio.

5.2 Upon receipt of written notice concerning additions, deletions, or modifications of the Union representation list, the Labor Relations Office will post the notice showing authorized Union representatives to be recognized by Management on the City’s intranet.

5.3 The Employer agrees to recognize Union representatives (stewards and officers) after compliance with the provisions of Sections 1 and 2 of this Article.

The number of Union representatives (stewards) shall be reviewed periodically to maintain consistency with work area locations and populations.

In the event an employee wishes to file a grievance and wants a Union representative to assist in the submittal of the grievance, but the employee's designated Union representative is absent during the time frame as defined in the grievance procedure, the following shall be applicable. In the event the designated Union representative (steward) is absent, an aggrieved employee may refer grievances to any chief steward of FPSU for assistance in submitting the grievance, and the employee's division manager will accept and process grievances from said chief steward; or the employee may request the Union ask Management for an extension of the time limits for filing a grievance until the designated Union representative is available.

Nothing in this Section is to be construed as a method or means of by-passing the designated Union representative in the processing of grievances.

Employees covered by this Agreement shall be represented by Union stewards ~~in specific~~ who are assigned to the same Departments/Divisions and general work areas ~~as listed below as the employees.~~ In addition, there shall be ~~five (5)~~ ten (10) chief stewards that may work in all areas as assigned by the Union President.

	<u>Blue Collar</u>	<u>White Collar</u>
Sanitation work area	2 Stewards	
Fleet Management Sanitation Shop	1 Steward	
Leisure Services Parks	2 Stewards	1 Steward

SEIU FPSU – Union Proposals - Blue and White Collar Units 6/18/2026

~~Recreation
Capital Improvements~~

Waterfront work area— Marina/Port/Airport North Shore Recreation	1 Steward—	1 Steward
Downtown work area— City Hall Fire Libraries MSC	1 Steward—	2 Stewards 2 Stewards
Public Works / Cosme— Water Resources Stormwater, Pavement and Traffic Operations (9th Avenue Facility)	3 Stewards	
Police—		2 Stewards

~~**Total Authorized—** **10 Stewards—** **8 Stewards**~~

5.4 Union representatives are entitled to act on behalf of and represent Bargaining Unit employees in those activities authorized in this Agreement.

5.5 Duties and responsibilities of Union representatives are as follows:

A. Stewards

1. To investigate and, if necessary, present to supervision a grievance on behalf of an employee or group of employees from the Department(s), Division(s), and/or Section(s) they ~~represent~~ are normally assigned.
2. To investigate and, if necessary, present to supervision a grievance on behalf of the Union when a violation of the contract has allegedly occurred.
3. To post and maintain Union bulletin boards in the area to which the Union steward is assigned.
4. To participate in planning sessions for negotiations and attend negotiating meetings.

Union stewards who are full-time employees shall be allowed reasonable time off without loss of pay during their regular shift hours to carry out the duties provided for in paragraphs 1, 2, and 3 of this Section in accordance with the terms of this Agreement. Prior to taking time off from work, the steward shall submit a request, by submittal of a time-out slip.

Whenever the steward is requesting time off for purposes for which pool time may be used (see Section 6), the steward will complete a Pool Time Request Form in advance. Part-time employees who are Union stewards shall investigate and present grievances on their own time.

B. Officers

The Employer will recognize City employees who are officers in FPSU to engage in Union business with City Management and officials. The duties of these officers are as follows:

1. Submittal of dues authorization forms for processing dues and/or assessment authorizations.
2. Collection or receipt of dues check from payroll deductions.
3. Attendance/participation at grievance and arbitration hearings.
4. Attendance/participation at consultation meetings.
5. Investigation and presentation of grievances.

Officers who are full-time employees 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. Prior to taking time off from work, the officer shall submit a request, by submittal of a time-out slip. Whenever the officer is requesting time off for purposes for which pool time may be used (see Section 6), the officer will complete a Pool Time Request form in advance. Officers who are part-time employees shall carry out the duties provided for in this Section on their own time.

- C. Procedures for Union representatives to schedule meetings with employees to discuss grievances are detailed in Article 21, Section 2(G). A Union representative may wish to meet with an employee to discuss issues other than a grievance, such as a term or condition of employment which would be a subject for consultation or discussion with Management. In such an instance, the Union representative will follow the same process as outlined in Article 21, Section 2(G). In situations where the Union representative is not on duty and the employee is on a rest or meal break, the Union representative shall notify a supervisor at the work site that the representative is there to visit an employee only if the employee is working or located at a worksite or break room that is in an area that has restricted access by the public. Should the meeting occur in an area frequented by other employees (such as a break or lunch room), the area must remain open to same. Employees who participate in the meeting are responsible for ensuring that breaks or meal periods are not extended as a result.

This Section does not in any way abrogate the provisions contained in Section 8 or Section 11 of this Article.

- D. Union stewards and officers will not use City vehicles to conduct Union business unless authorized by their respective Department Director. However, incidental use in the normal performance of an employee's duties will be permitted.

SEIU FPSU – Union Proposals - Blue and White Collar Units 6/18/2026

- E. Problems in the administration of this Section with Union representatives who are officers of FPSU may be taken up through the Consultation provision and, if warranted, may be pursued through the Grievance and Arbitration Procedures starting at Step III by either party.

5.6 Pool Time

Pool time is annual leave time donated by FPSU represented employees for the purpose of providing FPSU stewards and officers the opportunity to be absent from work without loss of pay for the following reasons:

- A. Union meetings
- B. Union training classes/seminars
- C. Attendance at Union conventions
- D. Preparation for contract negotiations with the City
- E. Contract negotiations with the City

FPSU representatives who are either officials or stewards as defined by this Article and are recognized by the Employer may be granted time off by Departmental Management to conduct business in connection with FPSU - St. Petersburg Unit. Time off for FPSU business will be without loss of straight time pay by using available pool time provided the following:

- A. A written request for the use of pool time, using the Pool Time Request form contained within this Article, is submitted through the employee's supervisor to the Section or division manager at least seventy-two (72) hours in advance of the time off, or shorter notice in the case of unforeseen circumstances. The Pool Time Request Form will be accompanied by appropriate supporting documentation (e.g., announcement of Union convention with dates and location, description of course time, location and content).
- B. Sufficient staffing is available to properly carry out the work of the Department/Section during the absence of the FPSU representative(s) as determined by the appropriate manager.
- C. Approval by the appropriate manager is received in advance of the use of pool time. The manager shall, prior to approval, take into account staffing problems, possible emergency situations, possible overtime obligations and pool time use conflicts with vacation time schedules. In all cases, the goal of providing efficient and superior service to the community is of paramount importance.
- D. No more than five (5) Union representatives and stewards shall be off at any one time. Each individual representative and steward shall not use more than ten (10) hours of pool time per month, and no more than a total of forty (40) hours of pool time shall be used by the Union per month. An exception will be made to these limits once a year for each Union officer and Union steward to attend a seminar or conference for up to forty (40) hours. Union representatives and stewards who are on pool time agree to remain off City premises unless

the pool time is being used for contract negotiations with the City; failure to do so will result in the loss of pool time privileges for those individuals who violate this provision.

The Employer retains the right to restrict time off for FPSU business when insufficient notice is given or an emergency condition exists and such time off from work would create a hazard to the public. The Employer may also call employees on pool time back to work when emergency conditions exist.

Employees covered by this Agreement may donate, on the donation form contained in this Article, a minimum of two (2) hours of their annual leave time, but cannot donate illness hours toward the pool time account. Hours will be converted to dollars as will the hours utilized by the FPSU representatives, so that the running balance of the account at any given time will be a dollar and cents amount. Donations can be processed anytime during the term of this Agreement.

Charges against the FPSU pool time account, as provided in this Article, shall only be made when approved by the President of the FPSU or the President of the FPSU St. Petersburg Unit prior to the employees utilizing requested pool time. Whenever the pool time account has been depleted, the time off may be without pay or annual leave may be used. When an officer or steward is absent from work and being covered by pool time, he or she shall continue to accrue benefits such as annual leave and illness leave. However, such hours will not count towards the computation of overtime.

For the purposes of this Article, annual leave time requests have priority over requests for the use of the FPSU pool time.

FPSU representatives using pool time shall not be on duty and shall not be eligible, during the time of utilization, for Workers' Compensation benefits.

Unused time (i.e., dollars) in the FPSU pool time account will be carried into the next fiscal year.

5.7 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 orally or in writing.

5.8 Authorized and recognized International Union representatives will be granted access to work areas during regular working hours to carry out the functions which come within the scope of their responsibilities on matters relating to this labor agreement. Requests for access must be received by the Division of Labor Relations at least twenty-four (24) hours in advance. Visits may be temporarily deferred so as not to interfere with work operations or maintenance of service to the community. City work hours shall not be used by employees or Union representatives to conduct Union organized meetings for the promotion of Union affairs.

5.9 The Employer will not negotiate individually with employees covered by this Agreement concerning matters that are within the prerogative of this collective bargaining agreement. Informal discussions between an employee and supervisor, which are of a personal nature or concern problems personal to the employee, do not normally fall into this category.

5.10 Solicitation of any and all kinds by the Union including solicitation of grievances, membership, and the collection of Union monies, shall not be engaged in during working hours.

SEIU FPSU – Union Proposals - Blue and White Collar Units 6/18/2026

5.11 The Union will furnish the Labor Relations Office a written list of the Union's bargaining team prior to the first bargaining meeting, and changes thereto as known. The Employer will furnish the Union a written list of the Employer's bargaining team prior to the first bargaining meeting, and changes thereto as known.

5.12 The Union shall be permitted two (2) representatives in attendance at all new employee orientation meetings involving Bargaining unit workers. The City will notify the union at least one (1) week in advance of upcoming new employee orientations and will provide the union a list of attendees and their job classification. The representatives shall be allowed twenty (20) minutes to speak with no representative of management present.

ARTICLE 20 – DISCIPLINARY ACTION

20.1 All employees are subject to the Rules and Regulations of the Personnel Management System except where this Agreement takes precedence. However, it is understood by the parties that employees are specifically subject to the Personnel Management System Code of Conduct and Disciplinary Measures. The City agrees not to change the Code of Conduct without first giving the Union President written notice and an opportunity to consult and bargain the impact of said change and/or provide input for the City's consideration. The City further agrees that it will not modify a Code of Conduct rule that is interpreted by an arbitrator during the term of this Agreement, without first negotiating said rule change with the Union.

20.2 For the purpose of this Article, the parties agree that disciplinary actions are of utmost concern, and classified employees shall be afforded the opportunity of rapid, fair and equitable appeal procedures. In this connection, classified employees shall have the option of utilizing the Personnel Management System Appeal Procedure or the negotiated grievance procedure (in this labor agreement), but such employee cannot use both the Personnel Management System Appeal Procedure and the negotiated procedure. Disciplinary actions taken against an employee include any formal disciplinary measures that result in an Employee Notice being issued. The parties also recognize the benefits of informal counseling as a tool to correct behavior, and acknowledge that such informal counseling is not considered a disciplinary action for purposes of this Article.

20.3 Notice of pending disciplinary action must be made to the employee within five (5) working days of the supervisor's knowledge of the reported incident, which caused or could cause discipline. The notice of pending disciplinary action must include the particular Group and Rule allegedly violated. If further violations not listed on the notice are discovered during the investigation, the employee will be issued an updated notice to include the additional alleged Group and Rule within five (5) working days of the discovery.

All investigations shall not exceed fifteen (15) calendar days from the issuance of the notice of pending disciplinary action unless agreed upon by both the Union and the City.

20.4 For all disciplinary investigations into alleged violations of City policies whose outcomes may result in dismissal, demotion, or a suspension greater than or equal to two (2) days, shall include a pre-determination meeting before the discipline is issued. Management must inform the employee about the purpose of the pre-determination meeting, and at least two (2) working days of notice in advance of the meeting. Prior to taking formal disciplinary action, Management must confirm that the employee has received procedural due process. These pre-determination meetings with the employee, shall include, but may not be limited to:

1. Informing the employee of the charges;
2. Providing the employee with an opportunity to respond to the charges; and
3. Having representation present, if requested.

20.35 Normally grievances are filed at the first step in either procedure; however, in disciplinary appeals from an involuntary demotion, dismissal or suspension in excess of eighty (80) consecutive work hours, the procedure outlined in Section 4 6 of this Article shall be utilized.

20.46 Disciplinary matters as referenced in Section 3 5 shall be appealed through one of the two available procedures at the option of the employee. The options available to the employee are:

- A. The direct appeal as provided in the Rules and Regulations of the Personnel Management System must be submitted or filed with the Civil Service Board within fifteen (15) calendar days of the date on which the employee was notified of Management's action. Direct appeals to the Board may be initiated with the Secretary of the Civil Service Board, (the Human Resources Director or designee), by submitting a letter requesting an appeal hearing addressed to the Civil Service Board, P.O. Box 2842, Municipal Services Center, St. Petersburg, Florida 33731, or by appearing in person at the Labor Relations Office and requesting a Civil Service Board Appeal Hearing.

Decisions of the Civil Service Board concerning involuntary demotions, dismissals, or suspension in excess of eighty (80) consecutive work hours shall be final and binding on the Mayor to implement within the period of ten (10) calendar days.

- B. The negotiated grievance appeal procedure shall be submitted or filed at the Step ~~III~~ II level within fifteen (15) calendar days of the date on which the employee was notified of management's action. The Step ~~III~~ II level of the grievance procedure is to be submitted to the Labor Relations office, and if not settled at this step, the appeal may be submitted to arbitration.

The decision of the arbitrator shall be final and binding upon the aggrieved employee or the Union and the Employer to implement within the period of fifteen (15) calendar days after receipt of the Arbitrator's award.

20.57 Unless considering termination for a Group III offense, in imposing progressive discipline on a current charge, the supervisor will not take into consideration any prior infractions of the City or Departmental Rules and Regulations which occurred more than eighteen (18) months previously, assuming the supervisor has been aware of past infractions. Past infractions about which the supervisor was previously unaware, if of a Group III category, may result in discipline.

20.68 In any disciplinary appeals, the employee may seek Union assistance.

The aggrieved employee and the Union representative shall not suffer a loss of pay in the processing of grievances through either the Civil Service Board or Step ~~III~~ II hearings. No loss of pay means that the employee will be paid as if the employee were at work for their normal schedule of hours. For example, if a grievance hearing begins at 3:00 p.m. and ends at 4:00 p.m., and the employee's normal schedule is 7:00 a.m. to 3:30 p.m. with one half hour for lunch, the employee will receive eight (8) hours of pay for the day. The Union representative will be coded as being on leave as shown on the time out slip contained in Article 5 of this labor agreement.

If a grievance is pursued beyond the Civil Service Board or Step ~~III~~ II, each side shall be responsible for any expenses incurred and both the Union representative, if applicable, and the aggrieved employee shall be on leave without pay status or may use annual leave for the time spent in preparation for or attending the hearing.

20.79 The appropriate Department Director shall forward a copy of any written disciplinary action within seven (7) calendar days to the labor relations division of the human resources office who will forward them to the appropriate Union representative(s). The employee shall be advised by the supervisor or manager issuing the disciplinary notice of any appeal rights.

20.810 Chronic Offender

- A. A chronic offender is described as an employee who has received several disciplinary actions considered irresponsible and unsatisfactory for continued employment with the City.
- B. As a general guide, a chronic offender has on record any three (3) or more offenses of the same type (i.e., work or attendance-related offenses) or four (4) offenses, regardless of type, which have resulted in disciplinary action within an eighteen (18) month interval.

20.11 Performance Improvement Plan (PIP)

The issuance of a Performance Improvement Plan (PIP) shall be set for a time not to exceed ninety (90) calendar days. Upon issuing the PIP, the supervisor or manager in charge of the PIP evaluation process must provide the specific areas of performance that are under the plan, and the specific, measurable expectations needed to demonstrate successful completion of the plan.

If the supervisor or manager seeks to extend the length of the PIP the employee must be informed of the extension no less than seven (7) calendar days before the end of the initial ninety (90) day period. Extensions shall not exceed thirty (30) calendar days of the original ninety (90) calendar day period.

In the event that no final decision or formal closing of the PIP is made by the original or extended timeline, the employee's PIP shall be nullified, and any progression increase due to the employee and not implemented as a result of the PIP shall be provided on the terms of this agreement and the employee be made whole in every way.

ARTICLE 21 – GRIEVANCE AND ARBITRATION PROCEDURE

21.1 Discipline

- A. All employees are subject to the Rules and Regulations of the Personnel Management System except where this Agreement differs; in those cases, the Agreement governs. Employees are specifically subject to the Personnel Management System Code of Conduct and Disciplinary Measures which the City agrees not to change without first giving the Union President, or designee, written notice and/or bargain the impact of said change and provide input for the City's consideration.
- B. In imposing progressive discipline on a current charge, the supervisor will not take into consideration any prior infractions of the City or departmental rules and regulations which occurred more than eighteen (18) months previously. In a situation where an incident occurred longer than eighteen (18) months ago but has just become known by supervision, disciplinary action may be pursued if the incident involved the commission by the employee of a Group III level offense. An employee's entire personnel file may be considered in cases involving termination for a Group III level offense.

21.2 General

- A. The purpose of this Article is to establish machinery for the fair, expeditious, and orderly processing of grievances and is to be used only for the settlement of disputes between the Employer and employee, or group of employees, involving the interpretation or application of this labor agreement. All classified employees of this unit shall have the option of utilizing 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 labor agreement, but such employee cannot use both. Part-time employees who are represented by this Union may, after the first six (6) months of initial employment, grieve ~~non-disciplinary issues only~~ all matters subject to this agreement.

The Union shall be ineligible to file a general or class action grievance on matters that have already 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 refrain from exercising the right to be represented, in the determination of grievances arising under the terms and conditions of employment covered by this Agreement. Nothing in this Section shall be construed to prevent any employee from presenting the employee's own grievances alleging a violation of a specific Article and Section of this Agreement and having such grievance adjusted without the intervention or assistance of a Union representative. Adjustment of grievances shall not be inconsistent with the terms of this labor agreement.

When presenting an employee's own grievance, the employee shall bear the full cost of time lost from work for an arbitration hearing, expense of counsel, preparation, presentation, and the fees, services, or other costs of an arbitrator, costs of transcripts, meeting/hearing room, or other facility or any other appeal.

A grievance may be submitted by the Union, as the exclusive representative of employees covered by this Agreement, as a general or class grievance. A Union general or class grievance shall be initially submitted by the Union President, or designee, at Step II with the Labor Relations Division within fifteen (15) calendar days from the date of occurrence. A grievance regarding the concerns of one (1) employee or disciplinary action involving one (1) employee will not be considered a class grievance.

Any Employer grievance will be filed by the Labor Relations Division with the Union President or designee at Step II.

- C. A grievance not submitted within the time limits as prescribed for every 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 the last answer provided by Management. A grievance not answered within the time limits prescribed for the appropriate Management representative at each step shall entitle the employee or the Union to advance the grievance to the next step. The time limits prescribed herein may be extended for good and sufficient reason by mutual agreement of the Union and Management. If the time limits are extended the appropriate Management representative and the Union Representative and/or grievant will be so advised.
- D. The requirements in Steps I through II for written grievances and answers shall not preclude the aggrieved employee, the Union, and appropriate Management representatives from orally discussing and resolving the grievance. Oral discussions up through Step II shall not cause the aggrieved employee and the Union representative to suffer any loss of pay and shall normally be held during regular working hours.
- E. In advancing grievances, the employee and/or the Union representative may call a reasonable number of witnesses to offer testimony from direct knowledge only. Employees shall be paid in accordance with the provisions of Article 23, Section 11 while serving as witnesses, and shall be excused to testify during working hours provided such absence from their places of work in no way interrupts, delays, or otherwise interferes with proper and effective service to the community.
- F. The Union steward or Union representative shall be allowed reasonable time off without loss of pay during regular shift hours in accordance with the provisions of Article 5 for investigating, presenting, and appealing grievances up to and including Step II of this procedure. The performance of this function by the Union steward or representative 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 which are authorized by this Article.
- G. Stewards or Union representatives shall provide advance notice to supervision to allow planning arrangements to enable the steward or Union representative time off for grievance investigative activity.

Prior to leaving their assigned work site to conduct grievance investigative activities, stewards and representatives shall obtain written permission from their immediate supervisor

utilizing the Time Out Slip provided by Management. The steward or Union representative will contact the supervisor of the employee to be visited prior to contacting the individual employee. In the event the supervisor denies permission to contact the employee at that time, the supervisor shall set forth in writing on the Time Out Slip the reason for the denial and advise the steward as to when the request can be granted. When the supervisor summons the employee in response to the request, the supervisor will designate an area for conducting the meeting. Upon returning to the work site, the steward or Union representative will notify the supervisor of the employee's return time and turn in the completed Time Out Slip.

- H. For an employee submitting an initial grievance and appealing the grievance up through the various steps, the time described in this Article shall be the normal City business days and hours of operation, Monday through Friday.
- I. Employees will follow all written and verbal directives, even if such directives are allegedly in conflict with the provisions of this Agreement. Compliance with such directives will not in any way prejudice the employee's right to file a grievance within the time limits contained 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. When grievances are granted resulting in the reduction of a suspension and providing an award for lost wages, said payment to the employee shall be made as soon as possible, but accomplished within fifteen (15) calendar days, unless there are extenuating circumstances requiring an extension of time. In this event the employee will be notified and informed as to the reason for the additional time.

21.3 Grievance Procedure

Normally grievances are filed at the first step in the formal grievance procedure. However, in disciplinary appeals from an involuntary demotion, dismissal or suspension in excess of eighty (80) consecutive work hours, the grievance appeal may be filed directly to the Civil Service Board or under the negotiated procedure, to Step II, within fifteen (15) calendar days of the date the employee was notified of management's action.

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.

FORMAL PROCEDURE:

STEP I Department Director Meeting

- A. If the grievance is not resolved at the Informal Step, or if the employee elects to forego the informal step, the aggrieved employee may, within fifteen (15) calendar days of the matter from which the grievance arose, or within five (5) ~~calendar~~ working days of receipt of

decision from the informal step, whichever is sooner, submit a written grievance on the prescribed form to the Department Director or designee on the appropriate form.

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, and details, and facts upon which the grievance is based.
2. The Article and Section of the labor agreement alleged to have been violated.
3. The action, remedy or solution requested by the employee.
4. Signature of aggrieved employee, and Union representative, if applicable.
5. Date submitted.

Grievances submitted which do not contain the above information may be considered incomplete and may be returned to the employee for corrections and resubmission, said resubmission to be within five (5) ~~calendar~~ working days from the day the grievance is returned.

The Department Director, or designee, will schedule and hold a meeting with the employee and/or Union representative within fifteen (15) calendar days after receipt of the grievance form to discuss and seek resolution of the grievance.

- B. The Department Director or designee shall provide a written response to the grievance to the employee and/or Union representative within five (5) ~~calendar~~ working days after the meeting.

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 solution, if any, to be made.
4. Signature of the appropriate Management representative.

STEP II

If the grievance is not resolved at Step I, the aggrieved employee may submit a written appeal on the appropriate form to the Labor Relations Office within five (5) ~~calendar~~ working days after receipt of the Department Director's or designee's response to the Step I meeting. [See paragraph (A) above for appeals eligible to be filed directly to Step II.] The Labor Relations Manager or designee shall meet with the aggrieved employee, Departmental Management, and Union representative, if applicable, within fifteen (15) calendar days of receipt of the written appeal to discuss and seek a resolution of the

grievance. Within fifteen (15) calendar days after this meeting, the Labor Relations Manager or Designee shall give a written recommendation to resolve the grievance the Department Director, grievant and Union representative, if applicable. A grievance response sent via e-mail within the fifteen(15)-day time period shall constitute a timely response.

21.4 Arbitration Referral

- A. If the employee grievance is not resolved at Step II the aggrieved employee or the Union may, within fifteen (15) calendar days after receipt of the Step II written response, submit a written request for arbitration to the Labor Relations Office.
- B. In general or class grievances either the Union or the Employer may request to take the grievance to arbitration.
- C. Within fifteen (15) calendar days after the date of receipt of the arbitration request the aggrieved employee and/or the Union representative, if applicable, and the Employer may meet for the purpose of preparing a joint arbitration agreement, whereby the parties will attempt to define the issue or issues to be submitted to the arbitrator and jointly select an arbitrator.
- D. If the parties fail to mutually agree upon an arbitrator within fifteen (15) calendar days after the date of receipt of the arbitration request a list of seven (7) qualified neutrals from a regional pool (not limited to in-state) shall be jointly requested from the Federal Mediation and Conciliation Service (FMCS). The parties agree that if either party elects to employ the FMCS for additional arbitration oversight, the party electing to use that service will pay the difference between the list-only and the full/oversight service. The party requesting the arbitration shall be responsible for whatever fee may be charged at the time the list is requested; however, once an arbitrator has responded either the losing party pays the fee for the initial list, or in the case of a split decision, both parties share the cost of the fee. Should the parties determine that the issue in dispute requires an arbitrator with special expertise, it shall be indicated in the request.

Within seven (7) calendar days after receipt of the list the parties shall meet and alternately cross out names on the list, and the remaining name shall be the arbitrator. If, for 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 will be deemed to be withdrawn. A coin shall be tossed to determine who shall cross out first. If the selected arbitrator is not available within sixty (60) calendar days another list may be requested by the moving party, and the above-described procedures will be followed for selection from the list. Upon selection of the arbitrator the parties shall jointly notify FMCS of the selection.

If the grievant is not represented by the Union, the list of arbitrators from a regional pool (not limited to in-state) shall be requested from the American Arbitration Association (AAA) with the moving party paying whatever fees may be charged in connection with this selection process. The parties agree that if either party elects to employ the AAA for additional arbitration oversight/full service, the party electing to use that service will pay the difference between the list-only and the full/oversight service. Once a list has been obtained, the procedures detailed above shall be used for selecting an arbitrator.

- E. The date, time, and place of the hearing shall be established by consultation between the arbitrator and the parties concerned. The hearing on the grievance shall be informal and the rules of evidence shall not apply; however, to assure an orderly hearing the rules of judicial procedure should be followed as closely as possible.
- F. 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 the decision solely to the interpretation or application of this Agreement. The arbitrator shall not have authority to determine any other issues not submitted.
- G. The decision of the arbitrator shall be final and binding upon the aggrieved employee or the Union and the Employer.
- H. The arbitrator's fee and expenses shall be borne by the losing party as determined and shall be so stipulated by the arbitrator. Where the Union represents the aggrieved employee in the arbitration proceeding and the arbitrator determines in favor of the Employer, the Union will be considered the losing party and will bear the full cost of the award. In the event of a compromise or split award the arbitrator's fee and expenses shall be borne equally by the parties to the arbitration.

The expenses in connection with attendance of participants and witnesses for either side shall be paid by the party requesting and producing such participants and witnesses.
- I. The arbitrator shall be requested to render a decision as soon as possible, but in any event no later than thirty (30) calendar days after the hearing.
- J. In case of a grievance involving any continuing or other money claim against the Employer, no award shall be made by the arbitrator which shall allow any alleged accruals for more than one (1) pay period prior to the date when such grievance shall have been submitted in writing.
- K. Upon receipt of the arbitrator's award corrective action, if any, will be implemented as soon as possible, but in any event no later than fifteen (15) calendar days after receipt of the arbitrator's award.
- L. Either party to this Agreement desiring transcripts of the arbitration hearings shall be responsible for the cost of such transcripts, if available.