

**ARTICLE 3 – MANAGEMENT RIGHTS**

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

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

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 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 this bargaining unit shall have and be protected in the exercise of their rights, freely and without fear of penalty or reprisal, to join and participate or to not join or participate in the Union. The freedom of employees to assist the Union shall be recognized as extending to participation in the management of the Union and acting for the Union in the capacity of a Union representative.

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

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

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

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

4.6 Employees in this bargaining unit shall not be prohibited from engaging in outside employment provided that such outside employment does not in any way interfere with their City employment or present reasonable concerns regarding potential conflicts of interest. Employees who engage in outside employment shall, within five (5)-calendar days of commencement of such employment, complete a Request for Outside Employment Form in Oracle, Self-Service. Such notice shall also be required if an employee works for an outside employer and subsequently changes their position. Employees who fail to notify their department of their outside employment may be subject to disciplinary action.

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

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

Employees covered by this Agreement are also entitled to the rights and benefits of the City's Rules and Regulations of the Personnel Management System. If a conflict arises between this Agreement and the City's Personnel Management System, this Agreement shall take precedence. This Agreement shall be controlling

in all cases, even though the rights and/or benefits provided herein may be greater or lesser than those provided for in the City's Rules and Regulations of the Personnel Management System.

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

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

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

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

**ARTICLE 5 – UNION REPRESENTATION**

5.1 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.

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 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~~ who are assigned to the specific departments and/or general work areas as set forth below the employees. ~~Two (2)~~ Six (6) of the work area stewards shall be designated as chief stewards who may represent the Union in all work areas.

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.

<del>Municipal Services Center and City Hall:</del>	<del>Two (2) Stewards</del>
<del>Water Resources Department:</del>	<del>One (1)</del>
<del>Steward All Other Areas:</del>	<del>Two (2)</del>
<del>Stewards</del>	

<del>Total Stewards Authorized:</del> _____	<del>5</del>
<del>Stewards</del>	

5.4 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.

5.5 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.

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- 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.

5.6 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.

5.7 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.

5.8 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.

5.9 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.

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

5.11 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 12 – GRIEVANCE AND ARBITRATION PROCEDURE**

12.1 General Provisions:

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

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

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

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

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

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

- C. A grievance not submitted within the time limits prescribed for each step shall be considered untimely and deemed null and void. A grievance not appealed to the next step within the time limits prescribed shall be considered resolved by management's latest response. A grievance not responded to within the time limits prescribed shall entitle the grieving party to advance the grievance to the next step. The time limits prescribed herein may be extended for good and sufficient cause by agreement of the parties. Should time limits be extended all parties shall be so advised.

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

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

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

- H. Time limits for submission of grievances and appeals as set forth in this Article shall be measured in calendar days, and such documents shall be accepted for filing during the Employer's regular days and hours of operation.
- I. Employees shall follow all written and verbal directives, even if such directives are allegedly in conflict with the provisions of this Agreement. Compliance with such directives shall not in any way prejudice an employee's right to file a grievance within the time limits prescribed herein, nor shall compliance affect the ultimate resolution of the grievance. No employee or group of employees may refuse to follow directions pending the outcome of a grievance.

- J. If a granted grievance results in a reduction of a suspension and/or an award for lost wages the grievant shall be compensated as soon as possible, and in no event later than fifteen (15)-calendar days from the date of the award, unless extenuating circumstances require an extension of time. In such cases, the aggrieved employee shall be notified and informed of the reason for the delay.

## 12.2 Grievance Procedure

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

### A. Chain of Command

#### Informal Step

Within ~~seven (7) calendar~~ five (5) working of the event from which the grievance arose, the aggrieved employee may, with or without Union representation, initiate a verbal grievance with the employee's immediate supervisor or manager. Within ~~seven (7) calendar~~ five (5) working, the immediate supervisor or manager shall verbally notify the employee of the response. If the employee, the Union representative if applicable, and manager mutually agree in writing to waive this step, the grievance may be filed directly with the Department Director within ~~seven (7) calendar~~ five (5) working of such waiver.

#### Step I: Department Director Level

Within fifteen (15)-calendar days from the date the grievance arose or within ~~seven (7) calendar~~ five (5) working days of receipt of the informal response from the immediate supervisor or manager, whichever is sooner, an employee, and/or the Union representative if applicable, may file a written appeal to the employee's Department Director, or designee.

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

1. A statement of the grievance including date of occurrence, facts, and details upon which the grievance is based;
2. The Article and Section of this Agreement alleged to have been violated;
3. The action, remedy, or resolution requested by the employee;
4. The signature of the aggrieved employee and Union representative if applicable;  
and

5. The date submitted.

A grievance submitted that does not contain the above information may be considered incomplete and may be returned to the employee for correction and resubmission. Said resubmission shall be made within ~~seven (7)-calendar~~ five (5) working days from the day the grievance was returned.

Within ~~seven (7)-calendar~~ five (5) working days of receipt of the grievance the Department Director, or designee shall meet with the grievant and/or Union representative if applicable to discuss and seek a resolution of the grievance. Within ~~seven (7)-calendar~~ five (5) working days after such meeting the Department Director or designee shall give a written response to the grievant and/or Union representative if applicable.

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

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

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.]

At the time of submitting the form to elect proceeding to Step II, the employee and Union may choose either to proceed to a hearing held by the Labor Relations Manager or designee or to have a hearing in front of the Professional Problem Solving Team.

1. Labor Relations Hearing:

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 to 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.

2. The Professional Problem Solving Team (PPST):

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

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

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

B. Step III: Arbitration

If a resolution is not reached in Step II or if the PPST does not reach consensus, within fifteen (15)-calendar days from the date of the Labor Relations or PPST final hearing, the grievant may appeal the case to arbitration.

1. Within fifteen (15)-calendar days from the date of receipt of the arbitration request the Employer, grievant, and Union representative if applicable, shall meet to define the relevant issues, agree on the selection of an arbitrator, and/or prepare a joint arbitration agreement for submission to the arbitrator.
2. If the parties fail to agree upon an arbitrator within fifteen (15)-calendar days from the date of receipt of the arbitration request, the grievant shall request a list of seven (7) arbitrators from a regional pool (not limited to in- state) 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. Should the parties determine that the issue in dispute requires an arbitrator with special expertise, it shall be so indicated in the FMCS request. The grievant shall be responsible for any fees charged at the time the list is requested; however, if the case proceeds to arbitration, the losing party shall pay all costs of the arbitration, including the initial fee. In the case of a split decision, the parties shall split the arbitrator's fees and costs.

Within ~~seven (7) calendar~~ five (5) working from receipt of the arbitrator list, the parties shall meet and alternately strike names on said list, with the remaining name selected as the arbitrator. A coin toss shall determine who shall strike a name first. If the grievant or Union representative fails to meet with the Employer to strike names within fifteen (15)-calendar days from receipt of the list, the request for arbitration shall be deemed withdrawn. If the selected arbitrator cannot hold a hearing within sixty (60)-calendar days, the grievant may request another list of arbitrators and the selection process

set forth above shall be followed. The parties shall jointly notify FMCS of the arbitrator selected.

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

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

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

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

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

6. 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.
7. If a grievance involves a continuous and/or money claim against the Employer, the arbitrator shall make no award that would allow such accruals for more than one (1) pay period before the date the written grievance was submitted.

8. Upon receipt of the arbitrator's award any corrective action shall be implemented as soon as possible, but in no event later than fifteen (15)-calendar days from receipt of the arbitrator's award.
9. Any party to this Agreement that requests a transcript and/or recording of the arbitration hearing shall be responsible for the cost of such transcript or recording, if available.

12.3 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.

**ARTICLE X (Proposed Unnumbered) – DISCIPLINARY ACTION**

X.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.

X.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.

X.3 Notice of pending disciplinary action must be made to the employee within five (5) 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.

X.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.

X.5 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 6 of this Article shall be utilized.

X.6 Disciplinary matters as referenced in Section 5 shall be appealed through one of the two available procedures at the option of the employee. The options available to the employee are:

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- 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 II level within fifteen (15) calendar days of the date on which the employee was notified of management's action. The Step 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.

X.7 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.

X.8 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 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 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.

X.9 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.

X.10 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.

X.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.