

Art. 2	City TA	FPSU TA		Date
Ver. 1				

ARTICLE 2 – RECOGNITION

2.1 The City of St. Petersburg hereby recognizes the Florida Public Services Union (FPSU) SEIU,CtW, CLC, as the exclusive representative for the purpose of collective bargaining with respect to wages, hours and terms and conditions of employment for all employees in the Bargaining Units.

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

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

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

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

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

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

2.7 The parties agree that should the bargaining agent (FPSU SEIU, CtW, CLC) become decertified, disestablished, or recognized as ceasing to be the duly certified exclusive collective bargaining representative of the employees in this bargaining unit by the Florida Public Employee

Relations Commission (PERC), this Agreement, and all rights, privileges, and obligations contained herein, shall immediately terminate. The termination date shall be the date of official decertification or disestablishment as ordered by PERC.

Art. 18	City TA	FPSU TA		Date
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ARTICLE 18 – PAY

18.1 Labor Grades and Classification Assignments

- A. Classifications covered by this Agreement shall be assigned labor grades as shown in Appendix "A" (Blue Collar Bargaining Unit) and Appendix "C" (White Collar Bargaining Unit).
- B. Labor grade ranges covered by this labor agreement for the Blue Collar Bargaining Unit are shown in Appendix "B" of this Article. Labor grade ranges covered by this labor agreement for the White Collar Bargaining Unit are shown in Appendix "D".

18.2 General Wage Increase

~~Employees covered by this Agreement shall receive a three and one half percent (3.5%) general wage increase effective the first payroll beginning dates of fiscal years 2024-2026.~~

Employees covered by this Agreement shall receive a three and one-half percent (3.5%) general wage increase effective the first payroll beginning date of fiscal year 2027. The general wage increase for fiscal years 2028 and 2029 shall be zero percent (0%). The parties agree to reopen Article 18.2 no later than July 1, 2027, to bargain the general wage increase for fiscal year 2028.

If after the general wage increase is applied ~~in fiscal year 2024~~, an employee's salary falls in between steps, that employee's salary will be brought to the closest higher step. This is in addition to the progression increase to which an employee would be entitled. Employees with a classification date that falls within the first pay period of the fiscal year will move to the appropriate step first, then be moved to the next step provided they meet or exceed core competencies in accordance with the City's performance appraisal process.

18.3 Progression in the Pay Plans

Effective June 19, 2023 and continuing through the last date of fiscal year 2023, any eligible Blue Collar Unit (BCU or BCM) or White Collar Unit (WCU) employee who is not at the maximum pay rate for his/her job classification shall receive a three percent (3%) progression pay increase on his/her respective classification anniversary date.

This progression pay increase shall not place an employee's pay above the maximum pay rate for the respective classification. However, an employee shall receive the portion of the progression pay increase that will place the employee at the maximum pay rate for the classification.

Employees eligible for the pay increase shall include any employee who is not at the maximum pay rate for the classification; and who

- a. has not received formal discipline within the twelve (12) months preceding the employee's classification date for the following City Code of Conduct violations:
 - i. Two (2) Employee Notices that include a Group I, Rule #14 Chronic Tardiness and/or Rule #15 Chronic Absenteeism or a combination thereof; or
 - ii. Two (2) Employee Notices that include a Group II rule violation; or
 - iii. One (1) Employee Notice that includes a Group III rule violation.
- b. is not on a Performance Improvement Plan (PIP). Although such employees are not eligible to receive the progression increase while on a PIP, they may become eligible for the progression pay increase upon the successful completion of that PIP.

Effective the first payroll beginning date of fiscal year 2024, and continuing until the expiration of this Agreement, any eligible Blue Collar Unit (BCU or BCM) or White Collar Unit (WCU) employee who is not at the maximum pay rate for their job classification, and who have met or exceeded the core competencies in accordance with the City's performance appraisal process, shall move to the next step and receive the corresponding step increase on the first date of the payroll period that includes their respective classification anniversary date ~~with the following exception:~~

~~In fiscal year 2026, all employees covered by this bargaining agreement who have classification dates between June 15, 2026, and the last date of fiscal year 2026, shall get their progression increase on June 15, 2026, provided they have met or exceeded the core competencies in accordance with the City's performance appraisal process. This accelerated pay increase is to help ensure the employees receive their step increases while the parties are negotiating a follow-on labor agreement.~~

All pay increases within this article will sunset at the end of this labor agreement term.

18.4 Pay Adjustments

The Employer reserves the right to give performance-based increases or pay adjustments on a case by case basis with the consent of the Union via memoranda of understanding. Such increases or adjustments shall not be made arbitrarily and shall be based on reasons including, but not limited to, employee retention, merit, increases in education and/or certifications and licensure, pay incongruities, etc. **Changes to Labor Grades listed in Appendix A (BCU) and Appendix C (WCU) shall also be handled on a case-by-case basis via MOU similar to pay adjustments.** The Union agrees it will not unreasonably withhold consent to **changes to labor grades and pay adjustments** these adjustments and will respond in writing to the Employer within fifteen (15) calendar days about whether or not the Union is in agreement with the **labor grade change or increase or pay** adjustment. If the Union does not respond within the fifteen (15) days, the Union

will be deemed to have consented to the increase or adjustment and the Employer may move forward with the increase or adjustment as proposed.

18.5 Promotional Increase

Unless otherwise specified in this labor agreement, an employee who is promoted to a higher paying classification shall receive a promotional pay increase of five percent (5%) or the entrance pay step of the classification to which promoted, whichever is greater. If the five percent (5%) promotional increase is applied and results in a wage rate between pay steps, the next higher step shall be used for placement in the labor grade. In no case, shall an employee be granted a rate that is above the maximum step for the assigned classification. Any additional promotional increases over and above what is already outlined in this section must be consistent with City Rules and Regulations and have prior authorization from the Human Resources Director or designee.

An employee, who takes a voluntary demotion will either keep the same pay rate, if not in between steps in the lower pay band, or if in between steps, will go to the next lowest step. That employee also may not be eligible for a promotional increase when that employee is promoted to the next position following the demotion. As an example, an employee who is promoted and receives a five percent (5%) increase and takes a voluntary demotion resulting in either no reduction in pay or a reduction that is less than the five percent (5%), would not be automatically entitled to receive another five percent (5%) increase when the employee receives his/her next promotion depending on the time worked between the demotion and the next promotion, whether the employee is promoting back to the same position, and/or whether not the promotional salary is equitable considering the other employees who are working in the job classification to which the employee is being promoted.

18.6 Incentive Pay - Shift Differential

- A. Employees who are assigned to a shift starting between 1:00 p.m. and 4:00 a.m., and employees who work in the Water Resources Department who are assigned to a continuous shift starting between 1:00 p.m. and 4:00 a.m., shall be eligible for, and paid, a shift differential of one-dollar (\$1.00) per hour for the hours worked on the shift. Day shift employees who are scheduled to work beyond their regular scheduled working hours shall be ineligible to receive the shift differential.
- B. Police Department Communication Center employees who are assigned to a shift beginning between the hours of 1:00 p.m. and 9:00 p.m. (evening shift) shall receive a shift differential rate of one dollar and ten cents (\$1.10) per hour for all hours worked. Police Department Communication Center employees who are assigned to a shift beginning between the hours of 9:00 p.m. and 4:00 a.m. (night shift), shall receive one dollar and twenty-five cents (\$1.25) per hour for all hours worked.
- C. If an employee is assigned to work a shift which would qualify the employee for shift differential but uses annual leave, illness leave, bereavement leave, or other

leave in which the employee remains on active pay status for a portion of the shift, the shift differential will be paid for the hours of the shift actually worked.

18.7 Inclement Weather Pay

- A. If it is raining when full-time employees (except those on task basis) arrive at check-in location and are unable to perform their duties due to the inclement weather, they are to remain in the check-in location for a maximum of two (2) hours. Then, if the Department Director feels that the rain is likely to continue for a longer period of time, the employees will be excused for the remainder of the day. They will receive pay for three (3) hours that day with the additional hour being considered a bonus, which is not counted toward the computation of overtime.
- B. Should the rain begin after the employees have started to work and the Department Director feels work must be stopped pending cessation of rain, then employees may be kept up to two (2) hours waiting time at the Department Director's discretion and then, if the Department Director feels it will not stop, employees will be excused for the remainder of the day and be paid for time worked, any waiting time, plus a one (1)-hour bonus, which is not counted toward the computation of overtime.
- C. Any bonus time authorized by the Department Director shall be paid at the employee's base straight time hourly rate.
- D. Total time paid will be a minimum guarantee of three (3) hours with a maximum not to exceed the normal hours scheduled for that day.

18.8 Acting Pay

- A. A full-time employee who is assigned to serve as an Acting Supervisor and actually works in that capacity for a minimum of one (1) full shift shall be compensated at the same hourly rate of pay the employee would receive if actually promoted to the supervisory classification with the following exceptions:
 - 1. Full-time employees assigned to the Parking Enforcement Division of the Transportation and Parking Management Department scheduled to work hours in an Acting Supervisor capacity in addition to their normally scheduled hours shall receive acting supervisor pay for the hours so assigned, regardless of whether the employee worked the eight (8)-hour minimum; and
 - 2. Full-time employees who work in the Police Emergency Communications Division are eligible to receive acting supervisor pay when they are assigned to serve as an Acting Supervisor and actually work in that capacity for a minimum of four (4) hours.

- B. Employees temporarily assigned by the Department Director to work on temporary upgraded assignments or take on a temporary leadership role shall be paid a leadership incentive pay of sixty cents (\$.60) per hour. This incentive shall not be in lieu of any acting pay or acting assignments and will not be available in divisions or work groups wherein there is already a leadworker job classification. The department should rotate these assignments amongst those who are interested in and qualified for this opportunity, and employees shall have the right without repercussions to decline the assignment.
- C. All acting assignments shall be offered on the basis of qualifications for such assignment in the judgment of department Management.
- D. For the purpose of receiving this incentive pay, holidays not worked, annual leave, illness leave, bereavement leave, jury duty leave, military leave, and all other absences from duty shall not be considered as eligible hours worked.

18.9 Training Pay

- A. Police Emergency Communications Division employees in the classification of Complaint Writer, Emergency Radio Dispatcher, and Public Safety Telecommunicator who are assigned as a Communication Training Officer (CTO) shall receive training pay in the amount equivalent to five percent (5%) of the CTO's base rate of pay for each hour assigned up to forty (40) hours per week during the term of this Agreement. This extra-duty pay will be paid bi-weekly to qualified CTOs during each period of assignment, including for any periods of temporary assignment.
- B. A CTO who is temporarily assigned to another unit/duties, or otherwise not actively engaged in supervising or training other employees in the division for two (2) consecutive pay periods or longer, will not receive training pay until the CTO resumes such training duties.
- C. Employees in the Billing and Collections Department in the classifications of Account Representative and Meter Reader who are assigned by the Department Director or designee as a Billing and Collections trainer shall receive training pay in the amount of sixty cents (\$.60) per hour during such assignment. The Department Director or designee shall have sole authority in decisions regarding the selection and placement of employees into trainer assignments, and the removal from those assignments.
- D. Employees in the Codes Department in the classification of Codes Investigator who are assigned by the Department Director or designee as an investigator trainer shall receive training pay in the amount of sixty cents (\$.60) per hour during such assignment. The Department Director or designee shall have sole authority in

decisions regarding the selection and placement of employees into trainer assignments, and the removal from those assignments.

- E. Senior Plans Examiners in the Fire Department who are assigned by the Fire Chief or designee as a Field Assignment Trainer shall receive training pay in the amount equivalent to five percent (5%) of the assigned Senior Plans Examiner's base rate of pay for each hour assigned up to forty (40) hours per week. The Fire Chief or designee shall have sole authority in decisions regarding the selection and placement of employees into trainer assignments, and the removal from those assignments.

18.10 Miscellaneous

It is agreed that classifications represented by the FPSU that are no longer used and have been deleted from Appendices "A" and "C" shall be reinstated at the equivalent labor grade upon reactivation of the classification in the future.

Art. 21	City TA	FPSU TA		Date
Ver. 1				

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.

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 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 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)~~ **fifteen (15)** calendar 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 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 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.

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.

**FPSU GRIEVANCE
CITY OF ST. PETERSBURG**

Grievance No. _____

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

NAME (Employee filing) _____

Work phone _____

Classification _____ Shift _____ Department _____

Date of Occurrence of Grievance _____

Article & Section of Agreement alleged to have been violated _____

Please check appropriate box:

Step I [] Dept. Director
Step III [] Hearing Officer

Step II [] Labor Relations
Class Grievance []

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

REQUESTED REMEDY:

EMPLOYEE/UNION

DEPARTMENT/CITY

Signature (Employee filing grievance)

Time/Date

Grievance received by (Signature)

FPSU Representative Signature

Time/Date

Time/Date of receipt

As provided by the FPSU contract, I wish to appeal my grievance to

Step II [] Step III []

Signature (Employee filing grievance)

Time/Date

Grievance received by (Signature)

FPSU Representative Signature*

Time/Date

Time/Date of Receipt

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

FPSU GRIEVANCE
CITY OF ST. PETERSBURG

Grievance No. _____

RESPONSE

This form is to be used by the Manager/Director or Designee and Labor Relations to respond to FPSU Grievances.

TO: _____ FROM: _____
Employee/Grievant or FPSU Representative Department or Labor Relations

Date Grievance Filed: _____ Date of Hearing: _____

The following is in response to the above-referenced grievance. (Attach additional sheets if necessary.)

Hearing Officer's Signature
(Department Mgr., Director,
or Designee/Labor Relations)

Date

10/08

REQUEST FOR ARBITRATION
CITY OF ST. PETERSBURG

No. _____

Employee Name: _____ Id #: _____ Date: _____

Classification: _____ Shift: _____ Location: _____

FPSU Representative: _____ Title: _____
(If Applicable)

Date Received Step II Answer: _____

TO: LABOR RELATIONS OFFICER

Statement of Grievance: _____

Date, Details and Facts upon Which Grievance is based: _____

Article: _____ Section _____ of the Labor Agreement alleged to have been violated.

Action, Remedy or Solution Requested:

FPSU Representative Signature

Date

Employee's Signature

Date

FPSU President's Signature

Date

LABOR RELATIONS OFFICER'S SIGNATURE

Date

Copies to Labor Relations, Employee, Union Representative