Art. 2	City TA	FPSU TA		Date
Ver. 1				

ARTICLE 2 – RECOGNITION

2.1. The Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to wages, hours, and terms and conditions of employment for all employees in the bargaining unit.

2.2 The bargaining entity for which this recognition is accorded is known as the Florida Public Services Union, which is comprised of the Professional Unit that was certified by PERC on October 22, 2015, and comprises all full-time employees employed in the classifications enumerated in Appendix "A" of this Agreement. All other employees in other ranks, positions, and classifications are excluded from the bargaining unit.

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

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

2.5 Changes in Bargaining Unit

A. The parties recognize that PERC is the approving authority in all cases of unit determination.

B. In the event a classification not now covered by Section 4 of this Article is created by the Employer, and/or a job description of a classification listed in Appendix "A" is changed by the Employer, and such classification may be appropriately classified within the Professional Bargaining Unit or no longer be appropriate for the unit, the Employer will provide the Union with a job description of such classification.

C. Whether the parties agree or disagree that the classification(s) should be included or excluded in the bargaining unit the following shall apply:

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

Employees who may be affected by a unit clarification shall have the option to continue or discontinue their relationship with the Union until the issue is resolved by PERC, unless the Employer considers the classification(s) as supervisory, confidential, or managerial. In such case the employees who may be affected shall be excluded from the bargaining unit until the issue is resolved by PERC.

2.6 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. 11	City TA	FPSU TA		Date
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ARTICLE 11 – PAY

11.1 Labor Grades and Classification Assignments

Employees in classifications covered by this Agreement shall be assigned labor grades as set forth in Appendix "A" of this Article. The Employer may update Appendix "A" if the parties agree that other job classifications should be included in or excluded from the bargaining unit.

11.2 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.

11.3 Progression in the Pay Plans

Effective June 19, 2023, and continuing through the last date of fiscal year 2023, any eligible Professionals Unit (PRO) 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

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 c~~ **C**ontinuing until the expiration of this Agreement, any eligible Professionals (PRO) Unit 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 shall sunset at the end of this labor agreement term.

11.4 Performance Increases and 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 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 adjustment or increase and the Employer may move forward with the increase or adjustment as proposed.

11.5 Incentive Pay and Non-Competitive Promotions

A. All promotional appointments within the classifications covered by this Agreement shall be made on the basis of fitness as determined by competitive examination, except when an employee receives a promotion or adjustment as a result of a job audit per Article 4, Section 8 of this Agreement.

B. The City will provide the following incentive increases to the base pay of employees working within the positions outlined in this section as follows:

1. One hundred fifteen dollars and thirty-eight cents ($115.38) paid bi-weekly for any Planner I, II or III; Urban Design and Development Coordinator; Historic Preservationist I, II, or III; or Bicycle and Pedestrian Coordinator who achieves and maintains the AICP certification though the American Planning Association (APA);

2. One hundred fifteen dollars and thirty-eight cents ($115.38) bi-weekly for any Economic Development Officer, Economic Development Analyst, Economic Development Coordinator, or Economic Development Specialist who achieves and maintains the CEcD certification from the International Economic Development Council (IEDC);

3. Thirty-eight dollars and forty-six cents ($38.46) bi-weekly for any Planner I, II or III within the Planning and Development Services Department who achieves certification as an ISA Certified Arborist; and

4. An additional thirty-eight dollars and forty-six cents ($38.46) bi-weekly for any Planner I, II or III within the Planning and Development Services Department who is designated an ISA Certified Arborist and achieves certification as an ISA Certified Arborist Municipal.

5. Only those employees who have achieved these certifications on or after October 1, 2016, are eligible for the increases outlined in this section.

6. Failure to maintain any of the certifications outlined in this section will result in loss of the corresponding incentive pay.

C. The Office of the City Auditor will provide an incentive increase to the base pay of an Auditor or Senior Auditor working within that department as follows:

1. A five percent (5%) increase for certification as a Certified Public Accountant (CPA);

2. A four percent (4%) increase for certification as a Certified Internal Auditor (CIA);

3. A five percent (5%) increase for certification as a Certified Information Systems Auditor (CISA);

4. A two and one half percent (2.5%) increase for certification as a Certified Fraud Examiner (CFE); and

5. A two percent (2%) increase for certification as a Certified Government Auditing Professional (CGAP).

6. Failure to maintain any of the certifications outlined in this section will result in the employee forfeiting the corresponding incentive increase.

D. The Finance Department will provide a two percent (2%) increase to the base pay of an Accountant I, II, or III working within that department who obtains any of the following certifications:

1. Certified Public Accountant (CPA);

2. GFOA Certified Public Finance Officer (CPFO);

3. FGFOA Certified Government Finance Officer (CGFO); and

4. Certified Payroll Professional (CPP).

Failure to maintain any of the certifications outlined in this section will result in the employee forfeiting the corresponding incentive increase. Furthermore, the Finance Department may offer to pay for a portion of the study materials and the requisite application or testing fees subject to a repayment agreement that will be executed by the employee and a City representative prior to the outlay of any related expenses.

11.6 Promotional Increase

Unless otherwise stated in this labor agreement, an employee who is promoted to a classification with a higher pay rate 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 outlined above 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.

Art. 12	City TA	FPSU TA		Date
Ver. 1				

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.

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 days 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 days, 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 days of such waiver.

Step I: Department Director Level

Within fifteen (15)-calendar days from the date the grievance arose or within seven (7)-calendar 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 days from the day the grievance was returned.

Within seven (7)-calendar 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 **fifteen (15)** ~~seven (7)~~ calendar 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 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. <u>Labor Relations Hearing:</u>

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. <u>The Professional Problem Solving Team (PPST):</u>

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 days 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.