

ARTICLE 2 – RECOGNITION

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.

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.

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

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

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.

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 for a bargaining unit covered under this by the Florida Public Employee Relations Commission (PERC), the remaining bargaining unit shall retain all rights, privileges, and obligations contained in this agreement.

ARTICLE 5 – UNION REPRESENTATION

5.1 The Employer agrees to recognize the officers and stewards of FPSU designated by the Union. The Union shall furnish written notice to the Labor Relations Office of designated officers and stewards prior to the effective date of their appointments. The Union shall have the exclusive right to assign, appoint or elect stewards to fill the positions authorized by this Article. At the time of appointment, an officer or steward shall have completed the initial probationary period. Union stewards shall be designated at a unit-wide ratio not to exceed one (1) Union Steward for every forty (40) employees in the Bargaining Unit. It is recognized that specific shift and geographical locations may result in representation at a localized rate other than this ratio.

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

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

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

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

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

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

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

Recreation
Capital Improvements

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

~~**Total Authorized—**~~

~~**10 Stewards—**~~

~~**8 Stewards**~~

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

5.5 Duties and responsibilities of Union representatives are as follows:

A. Stewards

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

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

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

B. Officers

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

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

Officers who are full-time employees shall be allowed reasonable time off without loss of pay during their regular shift hours to carry out the duties provided for in this Section in accordance with the terms of this Agreement. Prior to taking time off from work, the officer shall submit a request, by submittal of a time-out slip. Whenever the officer is requesting time off for purposes for which pool time may be used (see Section 6), the officer will complete a Pool Time Request form in advance. Officers who are part-time employees shall carry out the duties provided for in this Section on their own time.

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

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

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

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

5.6 Pool Time

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

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

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

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

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

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

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

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

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

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

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

5.7 The Union, as representative of the employees covered by this Agreement, shall have the right to present its views to Management on matters of concern either orally or in writing.

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

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

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

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

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

ARTICLE 16 – ILLNESS LEAVE

16.1 Purpose

The purpose of the illness leave program is to provide full-time employees with basic salary during periods of illness in which they are medically incapacitated and temporarily unable to perform their job assignments, or care for an ill or medically incapacitated immediate family member.

16.2 Accrual Rate

Employees covered by this Agreement shall accrue four (4) hours of illness leave for each eighty (80) regularly scheduled work hours on active pay status, with a maximum accrual of 1500 hours. Those employees who have illness leave balances above this maximum accrual as of the effective date of this Agreement will retain their accrued balances but will not continue to accrue illness leave hours until their leave balances fall below the established maximum accrued hours.

16.3 Notification of Illness

- A. An employee medically incapacitated, or must care for an ill or medically incapacitated immediate family member and unable to work shall personally notify the immediate supervisor or other approved Departmental representative at such time before the scheduled reporting time as designated by the Department, to notify the department of the type of leave requested and the expected duration of the absence. Occasionally, circumstances may prevent an employee from personally notifying the Department of an absence, in which case notification may be made by another person. If an employee is not able to notify, and can substantiate this to the satisfaction of the Department Director, illness leave shall be authorized by the Department Director. In the event that the employee is unable to call due to personal illness and can, in fact, substantiate being sick before returning to work, the absence without authorization will be removed from the record and the employee shall receive illness leave with pay if there are hours in that account that can be applied.
- B. Employees shall follow Department notification and absence request procedures for each day the employee is unable to work. These procedures will be waived by the Department in the event the illness report reflects a specific period of time. Failure to properly report absences may cause an employee to be charged with an absence without leave.
- C. Certain requests for illness leave may qualify and be covered by the Family and Medical Leave Act (FMLA) of 1993. If such leave is covered by this Act, it will be applied to the twelve (12) weeks per year of leave which must be granted to eligible employees by the City. (The “year” is defined as a “rolling” twelve-month period, which is the twelve-months immediately preceding the latest FMLA request.) In cases involving leave protected by FMLA, the medical health care provider’s verification of the employee’s illness/injury must be provided utilizing the Certification of Health Care Provider Form.

16.4 Approvals

- A. Upon receiving proper notification from an employee requesting permission to be absent from work for illness reasons and prior to receiving the employee's physician's report, the Department may grant tentative approval to the employee to be absent for medical reasons pending further investigation. The Department may send home an employee who is too ill to work or would cause an unhealthy working condition if he/she came into contact with other employees.

- B. Illness leave shall be paid by the actual hours and tenths of hours used. An employee shall not be compensated for illness hours in excess of the amount of such leave accumulated to the employees' credit.

16.5 Physician's Report (Illness/Injury Report)

Unless the Department Director specifically waives the requirement, an employee requesting illness leave for an absence of more than three (3) days shall be required to submit an illness/injury report upon the employee's return to work in order to return to work and access illness leave for the time off (see form at end of this Article). The illness/injury report will not be accepted by Department Management unless it has been properly and completely filled out, and employees who fail to bring the medical paperwork in at the time of return will be charged with unscheduled annual or unpaid leave for the time off. After-the- fact doctor's notes (seeing the doctor after the illness or injury has subsided) will not be accepted to access illness leave but will be accepted to validate fitness for duty

Only statements on forms signed by physicians as defined in the Florida Workers' Compensation Law, Florida Statutes Chapter 440, shall be accepted for illness leave benefits.

16.6 Illness Recuperation

- A. Employees granted illness leave for medical reasons shall assist in promoting their recuperation by remaining at either their residence or another location approved in advance by the Department Director or designee, and the attending physician. An employee authorized to be absent from work for illness reasons shall not engage in any recreational or work activities except upon receiving prior approval from the employee's physician or the Department Director or designee. In cases where the Department Director, or designee, has concerns that illness leave is questionable or being abused, permission to recuperate elsewhere other than the employee's residence and/or to engage in recreational or work activities must be granted by both the employee's attending physician and the Department Director, or designee. Abuse of illness leave privileges shall constitute grounds for disciplinary action.
- B. Other places of recuperation shall be permitted under the following conditions:
 - 1. Pre-authorization by a physician must be in writing with specifics.
 - 2. Pre-authorization must be on file with the employee's immediate supervisor and is to include the employee's address and phone number, if applicable, where the employee is recuperating.
- C. Employees recuperating from an illness in which there was no involvement with doctors or hospitals may request, through Department Management, another place of recuperation. Approval will be required in advance and the employee's address and phone number where the employee is recuperating are to be a part of the request.
- D. If, and whenever, illness leave may appear to be abused, the employee claiming/requesting such leave may be required to furnish the illness/injury report of a physician to support the necessity for such absence. The City reserves the right in all cases of illness, or reported illness, to require the employee to furnish this report. Abuse of illness leave privileges shall constitute grounds for disciplinary action.
- E. Department Management will use discretion in determining whether or not a visit is required to verify an employee's illness and a report made of the reasons for absence from duty.
- F. Should an employee be absent, claiming illness and fail to comply with the provisions of this Article, such employee shall then be charged with "illness leave without pay" and may be subject to discipline.

16.7 Workers' Compensation

SEIU FPSU - Union Proposals - Blue and White Units 8/25/26

An employee sustaining a Workers' Compensation covered lost-time injury may request the Department Director to apply any illness leave or annual leave hours in the employee's account in order to obtain full basic take-home pay (as defined in Article 23, Section 8(D) in this Agreement) while absent from duty from injury. In no case shall the amount of Workers' Compensation and the amount of illness or annual leave be more than the employee's base pay for that period. If light duty, as described below, is offered to an employee receiving Workers' Compensation benefits and the injury is covered by FMLA, the employee may decline the light duty, but will not receive any further Workers' Compensation salary replacement monies. The employee could use annual leave or illness leave, if eligible (see also Article 23, On-Duty Injuries).

16.8 Light Duty

Many slight injuries and sickness may prohibit the performance of regularly assigned duties; however, there may be other duties that such employees may be able to perform without aggravating such injuries or sickness. Provided the physician states that 'light duty' work is acceptable and light duty is available as determined by the Department Director or designee, the employee may, at Management's option, report to the supervisor for assignment within the Department. The Department may assign such duties as the health and condition permit of the involved employees only in cases where bona-fide work is available. The parties agree that light duty work is temporary in nature and is in no way to be construed as an alternative form of employment for an employee who is either permanently or on a long term basis unable to perform the essential functions of the job.

16.9 Pay Off Provision

During the term of this Agreement, upon separation of employment for reasons of either normal or disability retirement, or the death of an employee who would otherwise be eligible for normal retirement, or upon removal of the employee due to a layoff, employees or their survivors shall be entitled to receive a payment of twenty-five percent (25%) of the unused accrued illness leave hours credited to their account, up to a maximum of three hundred seventy-five (375) hours. This payment shall be determined based on the employee's basic straight time hourly rate at the time of retirement, death, or layoff.

16.10 Miscellaneous Provisions

- A. An employee making a Departmental transfer will retain any illness leave to the employees' credit.
- B. Employees may not use illness leave for sickness or injury sustained while engaged in outside employment.

16.11 Use of Leave for Care of Family

At the request of the employee, they shall be able to use illness leave to care for and support an ill or medically incapacitated immediate family member. Notification for the use of leave shall be subject to all applicable notification and approval requirements in this Article.

Use of Illness Leave to care for and support an ill or medically incapacitated immediate family member shall not exceed forty (40) hours per calendar year.

For the purposes of this Article, the employee's immediate family shall be defined as the employee's spouse, father, mother, child, unborn child, brother, sister, father-in-law, mother-in-law, child-in-law, grandparent, great grandparent, stepparent, stepchild, stepsibling, half-sibling, grandchild, and spouse's grandparent.

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~~ 2027, 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 ~~these adjustments~~ changes to labor grades and pay 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 increase or adjustment. If the Union does not respond within the fifteen (15) days, the Union will be deemed to have consented to the ~~increase or labor grade change or pay 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.

ARTICLE 20 – DISCIPLINARY ACTION

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

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

20.3 Notice of pending disciplinary action must be made to the employee within seven (7) calendar 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 seven (7) calendar days of the discovery.

20.34 Normally grievances are filed at the first step in either procedure; however, in disciplinary appeals from an involuntary demotion, dismissal or suspension in excess of eighty (80) consecutive work hours, the procedure outlined in Section 4 5 of this Article shall be utilized.

20.45 Disciplinary matters as referenced in Section 3 4 shall be appealed through one of the two available procedures at the option of the employee. The options available to the employee are:

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

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

- B. The negotiated grievance appeal procedure shall be submitted or filed at the Step ~~III~~ II level within fifteen (15) calendar days of the date on which the employee was notified of

management's action. The Step ~~III~~ II level of the grievance procedure is to be submitted to the Labor Relations office, and if not settled at this step, the appeal may be submitted to arbitration.

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

20.5 6 Unless considering termination for a Group III offense, in imposing progressive discipline on a current charge, the supervisor will not take into consideration any prior infractions of the City or Departmental Rules and Regulations which occurred more than eighteen (18) months previously, assuming the supervisor has been aware of past infractions. Past infractions about which the supervisor was previously unaware, if of a Group III category, may result in discipline.

20.6-7 In any disciplinary appeals, the employee may seek Union assistance.

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

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

20.7 8 The appropriate Department Director shall forward a copy of any written disciplinary action within seven (7) calendar days to the labor relations division of the human resources office who will forward them to the appropriate Union representative(s). The employee shall be advised by the supervisor or manager issuing the disciplinary notice of any appeal rights.

20.8 9 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.

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 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. Part-time employees who are represented by this Union may, after the first four (4) years of initial employment, grieve all matters subject to this agreement.

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

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

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

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

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

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

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

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

- H. For an employee submitting an initial grievance and appealing the grievance up through the various steps, the time described in this Article shall be the normal City business days and hours of operation, Monday through Friday.
- I. Employees will follow all written and verbal directives, even if such directives are allegedly in conflict with the provisions of this Agreement. Compliance with such directives will not in any way prejudice the employee's right to file a grievance within the time limits contained herein nor shall compliance affect the ultimate resolution of the grievance. No employee or group of employees may refuse to follow directions pending the outcome of a grievance.
- J. When grievances are granted resulting in the reduction of a suspension and providing an award for lost wages, said payment to the employee shall be made as soon as possible, but accomplished within fifteen (15) calendar days, unless there are extenuating circumstances requiring an extension of time. In this event the employee will be notified and informed as to the reason for the additional time.

21.3 Grievance Procedure

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

INFORMAL STEP:

Within seven (7) calendar days of the occurrence of the matter from which the grievance arose, the aggrieved employee may, with or without Union representation, initiate a verbal grievance with the immediate supervisor or manager having proper jurisdiction. Within four (4) calendar days, the immediate supervisor or manager will verbally notify the employee of the decision.

FORMAL PROCEDURE:

STEP I Department Director Meeting

- A. If the grievance is not resolved at the Informal Step, or if the employee elects to forego the informal step, the aggrieved employee may, within fifteen (15) calendar days of the matter from which the grievance arose, or within ~~five (5)~~ seven (7) 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)~~ seven (7)

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 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 by the City from the ~~American Arbitration Association (AAA)~~ Federal Mediation and Conciliation Service (FMCS) 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.

ARTICLE 24 – CITY OPERATIONS

24.2 Water Resources

A. Water Treatment and Distribution Division, Water Reclamation Facilities, and Utilities Maintenance Division

4. Uniform Items

- a. Management will continue to provide uniforms (a minimum of five (5) shirts and five (5) pairs of pants or shorts) to all employees covered by this Agreement including any new hires. Shirts, shorts, and pants will be exchanged on a fair wear and tear basis. For Water Reclamation and Wastewater Collections Division Employees, shirts, shorts, and pants will be laundered by the Department. For Water Treatment and Distribution Employees, shirts, shorts, and pants will be laundered by the employee.
- b. Provided uniform items shall be worn while on duty and not used off the job for personal reasons. All uniform items remain the property of the department and shall be returned to the department upon transfer or separation.

B. Water Systems Maintenance Division and Wastewater System Maintenance Division

4. The Water and Wastewater Systems Maintenance Divisions agree that the present policies concerning issuance of uniforms and provided uniform service shall be continued for the term of this Agreement. Employees not presently supplied uniforms will be issued uniforms consisting of at least five (5) shirts and five (5) pairs of shorts or pants, which shall be exchanged on a fair wear and tear basis throughout the term of this Agreement. The Divisions agree that uniform service will be provided to those employees as required by existing and future federal or state regulations or published guidelines from either. For employees in the Wastewater Systems Maintenance Division, their uniforms shall be laundered by the Department. For employees in the Water Systems Maintenance Division, the employee shall be responsible for laundering their uniforms.

24.6 Stormwater, Pavement and Traffic Operations (SPTO)

D. Uniform Items

1. Management will continue to provide uniforms (a minimum of eleven (11) shirts and eleven (11) pairs of shorts or pants) to all employees covered by this Agreement including any new hires. Shirts, shorts, and pants will be exchanged on a fair wear and tear basis.
2. Provided uniform items shall be worn while on duty and not used off the job for personal reasons. All uniform items remain the property of the department and shall be returned to the department upon transfer or separation.

ARTICLE 28 – ENTIRE AGREEMENT

28.1 The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the right and opportunity to make proposals with respect to subjects or matters not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of such right and opportunity are set forth in this Agreement.

28.2 The Employer and FPSU, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated this Agreement, unless otherwise provided for herein.

ARTICLE 29 – DURATION

29.1 Except as otherwise provided, this Agreement, after ratification by both parties, shall take effect ~~June 19, 2023~~, September 21, 2026 and shall continue in full force and effect until its expiration date of ~~June 18, 2026~~ September 20, 2029.

29.2 Should either party desire to terminate, change, or modify this Agreement as its expiration draws near, it shall notify the other party no later than January 31, 2026 9. In the event such notice is given, negotiations for a follow-on Agreement shall begin no later than March 1, 2026 9.