

ARTICLE 5 – UNION REPRESENTATION

5.1 The Employer agrees to recognize the officers and stewards of this bargaining unit who are designated by the Union as representatives of said bargaining unit. The Union shall provide written notice to the Labor Relations Manager of all designated officers and stewards prior to the effective date of their appointment. The Union shall have the exclusive right to assign, appoint, or elect stewards to fill such positions as authorized by this Article. Union officers and stewards shall have completed their initial probationary period prior to such a designated appointment.

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

5.3 The Employer agrees to recognize the Union representatives, i.e. officers and stewards, upon compliance with the provisions set forth above in this Article. The number of Union stewards shall be reviewed periodically to maintain consistency with work area locations and population.

In the event the designated Union steward is unavailable an employee may refer a grievance to a chief steward for assistance in filing their grievance and the Employer shall accept and process same. An employee may also request an extension of time to file a grievance until the designated Union steward is available. Nothing in this Section shall be construed as a method or means to by-pass a designated Union steward.

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

Union stewards shall be designated at a unit-wide ratio not to exceed one (1) Union Steward for every 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.

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

~~Total Stewards Authorized: _____~~ ~~5~~
~~Stewards~~

5.4 Union representatives, i.e. officers and stewards, are entitled to represent and act on behalf of bargaining unit employees in those activities authorized in this Agreement.

5.5 Duties and responsibilities of Union representatives are as follows:

A. Stewards

1. To investigate and if necessary submit a grievance to management on behalf of an employee or group of employees from the department(s) represented.

2. To investigate and if necessary submit a class grievance to management regarding an alleged violation of this Agreement.
3. To maintain information on Union bulletin boards.
4. To participate in collective bargaining planning meetings and to attend collective bargaining negotiation sessions.

Union stewards shall be allowed reasonable time off without loss of pay during their regular shift hours to carry out the duties set forth in this Section in accordance with the terms of this Agreement. A steward shall submit a time-out slip prior to leaving their work area to conduct Union business.

B. Officers

The Employer shall recognize employees who are officers of the Union to engage in Union business with the Employer's management and officials. The duties of these officers are as follows:

1. To attend and/or participate in consultation meetings.
2. To investigate and/or present grievances.
3. To attend and/or participate in grievance and arbitration hearings.
4. To collect and/or receive dues checks from payroll deductions.
5. To submit dues authorization forms in order to process dues and/or assess authorizations.

Officers shall be allowed reasonable time off without loss of pay during their regular shift hours to carry out the duties provided for in this Section in accordance with the terms of this Agreement. A Union officer shall submit a time-out slip prior to leaving their work area to conduct Union business.

- C. Procedures for Union officers and stewards regarding the scheduling of meetings with employees to discuss grievances are set forth in Article 4 of this Agreement. A Union representative may meet with an employee to discuss issues other than a grievance, such as a term or condition of employment, which could be a subject for discussion and/or consultation with management. In such cases, the Union representative shall follow the same procedure as outlined in Article 4 of this Agreement. Union representatives shall notify management if the meeting will take place in an area that has restricted public access. Employees who participate in such meetings are responsible for ensuring that breaks and/or meal periods are not extended as a result.

- D. Union officers and stewards shall not use the Employer's vehicles to conduct Union business, unless authorized by their respective department director. However, incidental use in the normal performance of a Union representative's duties shall be permitted.
- E. Any issues that may arise in the administration of this Section regarding representatives and/or officers of the Union may be addressed through the consultation procedure and if warranted may be pursued by either party through the Grievance and Arbitration Procedures, beginning at the Professionals Problem Solving Team level.

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

5.7 Recognized and authorized Union representatives shall be granted access to work areas during regularly scheduled work hours to carry out their duties within the scope of their responsibilities as set forth in this Agreement. Requests for such access must be received by the Manager of Labor Relations or designee at least twenty-four (24) hours in advance. Such access may be temporarily deferred so as to not interfere with department operations and/or maintenance of service to the community. Employees and Union representatives subject to this Agreement shall not conduct organized Union meetings during work hours.

5.8 The Employer shall not negotiate individually with employees of this unit regarding matters that are within the scope of this Agreement. Informal discussions between an employee and supervisor, which may be of a personal nature or may concern issues personal to the employee, would not usually be considered in this category.

5.9 Solicitation of any and all kinds by the Union, including but not limited to Union membership, solicitations of grievances, and collection of Union monies shall not be engaged in during working hours.

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

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

ARTICLE 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 e~~ Continuing 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 through 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. One hundred fifteen dollars and thirty-eight cents (\$115.38) paid bi-weekly for any Floodplain Coordinator who achieves and maintains the Certified Floodplain Manager (CFM) certification through the Association of State Floodplain Managers (ASFPM).
 6. Only those employees who have achieved these certifications on or after October 1, 2016, are eligible for the increases outlined in this section.
 7. 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.

- E. The parties agree to allow the Procurement and Supply Management Department to provide a two percent (2%) increase to the base pay of a Senior Procurement Analyst, Procurement Analyst, Purchasing Specialist, Operations Specialist, Administrative Assistant, Contracts Compliance Officer, Compliance Analyst, Supplier Diversity Analyst, Certification Specialist, or Supplier Development Coordinator working within that department who obtains any of the following certifications. This increase shall not be per certification but is capped at two percent (2%) in total, regardless of the number of certifications obtained:

1. Certified Professional Public Buyer (CPPB).
2. NIGP Certified Procurement Professional (NIGP-CPP).
3. Certified Public Procurement Officer (CPPO).
4. Certified Professional in Supplier Diversity (CPSD).
5. Certified Compliance Administrator (CCA).
6. Certified Compliance and Ethics Professional (CCEP).
7. Certified Purchasing Card Professional (CPCP).

Failure to maintain CPPB, NIGP-CPP, CPPO, CPSD, CCA, CCEP and/or CPCP certification outlined in this section will result in the employee forfeiting the incentive increase. Furthermore, the 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.

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 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, 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 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 ~~seven (7)~~ fifteen (15)-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)~~ 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.]

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

1. Labor Relations Hearing:

The Labor Relations Manager or designee shall meet with the aggrieved employee, Departmental Management, and Union representative, if applicable, within fifteen (15)-calendar days of receipt of the written appeal to discuss and seek a resolution of the grievance. Within fifteen (15)-calendar days after this meeting, the Labor Relations Manager or designee shall give a written recommendation to resolve the grievance to the Department Director, grievant and Union representative, if applicable. A grievance response sent via e-mail within the fifteen (15)-day time period shall constitute a timely response.

2. The Professional Problem Solving Team (PPST):

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

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

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

B. Step III: Arbitration

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

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

Within seven (7)-calendar 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 by the City from a regional pool (not limited to in-state) from the ~~American Arbitration Association~~ Federal Mediation and Conciliation Service (FMCS) and the grievant shall be responsible for any and all fees charged. The parties agree that if either party elects to employ the FMCS for additional arbitration oversight, the party electing to use that service will pay the difference between the list-only and the full/oversight service. Once a list has been received, the arbitrator selection process set forth above shall be followed.

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

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

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

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

6. The arbitrator shall be requested to render their decision as soon as possible, but in no event later than thirty (30)-calendar days from the date of the hearing.
7. If a grievance involves a continuous and/or money claim against the Employer, the arbitrator shall make no award that would allow such accruals for more than one (1) pay period before the date the written grievance was submitted.

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

12.3 Matters Appropriate for Consultation

- A. Matters appropriate for consultation between the parties include wages, hours and working conditions under the terms and conditions of this labor agreement and areas of mutual concern for the FPSU. For the purpose of this agreement, consultation is defined as a discussion of matters which are within the discretion of a Department. Consultations may be held in an effort to reach mutual understandings, receive clarification and/or information affecting employees in the various City operations that comprise Bargaining Units.
- B. Consultation meetings between Union representatives and Management, shall be arranged by the Labor Relations Manager or designated representative upon the request of either party. Consultation meetings may be called by the City consistent with confidentiality, or other legal restrictions to advise the Union of any anticipated major changes affecting the working conditions of employees in the Bargaining Units. Arrangements for any consultation meeting shall be made five (5) working days in advance whenever possible and an agenda of matters to be taken up at the meeting shall be presented in writing at the time a consultation meeting is requested. Matters taken up in consultation meetings shall be those included in the agenda and Union representatives up to a maximum of five (5) may attend any one meeting.
- C. When contact is required by the Union Chief of Staff with Management on matters within the scope of this Article, the point of contact is the Labor Relations Manager. Where contact is required by Management with the Union, the point of contact is the Union Chief of Staff, or designee.
- D. If the Union requests consultation, it shall bear the cost of expenses and compensation for its own representatives and/or employees. If the City requests consultation, it shall bear the cost of expenses and compensation for employee Union representatives and/or employees for time spent in consultation.
- E. Prior practice that has been established on the basis of verbal agreements between the Union and the City or written agreements between the Union and individual Departments, but which has not subsequently been incorporated within this agreement, shall be subject

to discussion and possible modification by the City and the Union, in accordance with the rights and privileges accorded each party by the terms of both this agreement and applicable.

ARTICLE 13 – DISCIPLINARY ACTION

13.1 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.

13.2 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.

13.3 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.

13.4 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.

13.5 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 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.

13.6 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.

13.7 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 II hearings. No loss of pay means that the employee will be paid as if the employee were at work for their normal schedule of hours. For example, if a grievance hearing begins at 3:00 p.m. and ends at 4:00 p.m., and the employee's normal schedule is 7:00 a.m. to 3:30 p.m. with one half hour for lunch, the employee will receive eight (8) hours of pay for the day. The Union representative will be coded as being on leave as shown on the time out slip contained in Article 5 of this labor agreement.

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

13.8 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.

13.9 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 14 – ILLNESS LEAVE

14.1 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.

14.2 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.

14.3 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.

14.4 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.

14.5 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.

14.6 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.

14.7 Workers' Compensation

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).

14.8 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.

14.9 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.

14.10 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.

14.11 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 13—ARTICLE 15 SAVINGS CLAUSE

~~13.1~~ 15.1 If any Article or Section of this Agreement should be found invalid, unlawful, or not enforceable, by reason of any existing or subsequently enacted legislation or by judicial authority, all other Articles and Sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

~~13.2~~ 15.2 In the event of invalidation of any Article or Section, the parties agree to convene a meeting within thirty (30)-calendar days of such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE 14 ARTICLE 16- ENTIRE AGREEMENT

~~14.1~~ 16.1 The parties acknowledge that during the negotiations that 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.

~~14.1~~ 16.2 For the duration of this Agreement the Employer and Union, 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 15~~ ARTICLE 17- DURATION

~~15.1~~ 17.1 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.

~~15.2~~ 17.2 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.