

**TENTATIVE AGREEMENT
BETWEEN THE
CITY OF ST. PETERSBURG
AND
THE FLORIDA PUBLIC SERVICES UNION (FPSU)/SERVICE EMPLOYEES
INTERNATIONAL UNION (SEIU)
PROFESSIONALS UNIT**

Effective upon signature, the parties tentatively agree to use the current language (in the contract dated June 18, 2023 through June 18, 2026, including all MOUs and contract amendments agreed upon during that time) for the following articles for inclusion into the subsequently negotiated agreement between the parties. This tentative agreement does not obligate the parties to enter into a full contract until the remaining articles are agreed upon and ratified by both parties.

ARTICLE NUMBER AND TITLE:

1. Preamble
3. Management Rights
4. Rights of Employees
6. Checkoff
7. Prohibition of Strikes
8. Union Communication
10. Seniority, Layoff and Recall
23. Savings Clause (previously Article 13)
24. Entire Agreement (previously Article 14)

Signed by the duly authorized representatives of the above referenced parties this 11th day of September 2026.

FOR THE CITY:



Charles Alexander Jr.
Labor Relations Manager

FOR THE UNION:



Ryan Rilea
Chief Negotiator – FPSU/SEIU

Art. 2	City TA	FPSU TA		Date
Ver. 2	CACA			9/11/2026

ARTICLE 2 – RECOGNITION

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

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

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

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

2.5 Changes in Bargaining Unit

- A. The parties recognize that PERC is the approving authority in all cases of unit determination.
- B. In the event a classification not now covered by Section 4 of this Article is created by the Employer, and/or a job description of a classification listed in Appendix “A” is changed by the Employer, and such classification may be appropriately classified within the Professional Bargaining Unit or no longer be appropriate for the unit, the Employer will provide the Union with a job description of such classification.
- C. Whether the parties agree or disagree that the classification(s) should be included or excluded in the bargaining unit the following shall apply:

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

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

2.6 The parties agree that should the bargaining agent (FPSU SEIU, CtW, CLC) become decertified, disestablished, or recognized as ceasing to be the duly certified exclusive collective bargaining representative of the employees for one or both of the bargaining units in this Agreement by the Florida Public Employee Relations Commission (PERC), all rights, privileges, and obligations contained in this Agreement, shall immediately terminate. The termination date shall be the date of official decertification or disestablishment as ordered by PERC.

Art. 11	City TA	FPSU TA	Date
Ver. 1	CA		9/11/2026

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 11.2 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, aAny 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.~~

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

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

~~Effective the first payroll beginning date of fiscal year 2024, and c 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 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. Only those employees who have achieved these certifications on or after October 1, 2016, are eligible for the increases outlined in this section.
 - 6. Failure to maintain any of the certifications outlined in this section will result in loss of the corresponding incentive pay.
- C. The Office of the City Auditor will provide an incentive increase to the base pay of an Auditor or Senior Auditor working within that department as follows:
 - 1. A five percent (5%) increase for certification as a Certified Public Accountant (CPA);

2. A four percent (4%) increase for certification as a Certified Internal Auditor (CIA);
3. A five percent (5%) incentive for certification as a Certified Information Systems Auditor (CISA);
4. A two and one half percent (2.5%) incentive for certification as a Certified Fraud Examiner (CFE); and
5. A two percent (2%) incentive 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%) incentive 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 an incentive equal to two percent (2%) of the base pay of a Senior Procurement Analyst, Procurement Analyst, Procurement Specialist, Operations Specialist, Administrative Assistant, or Supplier Diversity Analyst 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. 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.

Art. 12	City TA	FPSU TA		Date
Ver. 2	CA	_____		9/11/2026

ARTICLE 12 – GRIEVANCE AND ARBITRATION PROCEDURE

12.1 General Provisions:

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

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

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

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

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

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

- C. A grievance not submitted within the time limits prescribed for each step shall be considered untimely and deemed null and void. A grievance not appealed to the next step within the time limits prescribed shall be considered resolved by management's latest response. A grievance not responded to within the time limits prescribed shall entitle the grieving party to advance the grievance to the next step. The time limits prescribed herein may be extended for good and sufficient cause by agreement of the parties. Should time limits be extended all parties shall be so advised.
- D. The procedures set forth in this Article shall not preclude the aggrieved employee, the Union if applicable, and appropriate management representatives from discussions regarding resolution of the grievance.
- E. During grievance hearings the parties to the grievance may call a reasonable number of witnesses, who may offer testimony only from their direct knowledge. An employee who appears as a witness at a grievance hearing shall be excused to testify during work hours, provided such absence in no way interrupts, delays, or otherwise interferes with proper and effective service to the community.
- F. Union officers and/or stewards shall be allowed reasonable time off without loss of pay in accordance with the provisions set forth in Article 5 for the investigation, presentation, and appeal of grievances. The performance of these activities by Union officers and/or stewards shall in no way interrupt the normal functioning of the department. The Employer and the Union agree that maintenance of superior service and adherence to schedules are compelling commitments that may necessitate delays and/or postponements. The Union agrees to not attempt to use excessive time for grievance activities authorized under this Article.
- G. Union officers and/or stewards shall provide advance notice to their supervisors so arrangements may be made to cover their time away from work to perform grievance related activities.

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

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

- H. Time limits for submission of grievances and appeals as set forth in this Article shall be measured in calendar days, and such documents shall be accepted for filing during the Employer's regular days and hours of operation.
- I. Employees shall follow all written and verbal directives, even if such directives are allegedly in conflict with the provisions of this Agreement. Compliance with such directives shall not in any way prejudice an employee's right to file a grievance within the time limits prescribed herein, nor shall compliance affect the ultimate resolution of the grievance. No employee or group of employees may refuse to follow directions pending the outcome of a grievance.
- J. If a granted grievance results in a reduction of a suspension and/or an award for lost wages the grievant shall be compensated as soon as possible, and in no event later than fifteen (15)-calendar days from the date of the award, unless extenuating circumstances require an extension of time. In such cases, the aggrieved employee shall be notified and informed of the reason for the delay.

12.2 Grievance Procedure

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

A. Chain of Command

Informal Step

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

Step I: Department Director Level

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

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

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

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

Within seven (7)-calendar days of receipt of the grievance the Department Director, or designee shall meet with the grievant and/or Union representative if applicable to discuss and seek a resolution of the grievance. Within fifteen (15) ~~seven (7)~~ calendar days after such meeting the Department Director or designee shall give a written response to the grievant and/or Union representative if applicable.

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

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

Step II: If the grievance is not resolved at Step I, the aggrieved employee may submit a written appeal on the appropriate form to the Labor Relations Office within seven (7) ~~five (5)~~ calendar days after receipt of the Department Director's or designee's response to the Step I meeting. [See paragraph A. above for appeals eligible to be filed directly to Step II.]

At the time of submitting the form to elect proceeding to Step II, the employee and Union may choose either to proceed to a hearing held by the Labor Relations

Manager or designee or to have a hearing in front of the Professional Problem Solving Team.

1. 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 days from receipt of the arbitrator list, the parties shall meet and alternately strike names on said list, with the remaining name selected as the arbitrator. A coin toss shall determine who shall strike a name first. If the grievant or Union representative fails to meet with the Employer to strike names within fifteen (15)-calendar days from receipt of the list, the request for arbitration shall be deemed withdrawn. If the selected arbitrator cannot hold a hearing within sixty (60)-calendar days, the grievant may request another list of arbitrators and the selection process set forth above shall be followed. The parties shall jointly notify FMCS of the arbitrator selected.

If the grievant is not represented by the Union, the list of arbitrators shall be requested from a regional pool (not limited to in-state) from the American Arbitration Association and the grievant shall be responsible for any and all fees charged. The parties agree that if either party elects to employ the FMCS for additional arbitration oversight, the party electing to use that service will pay the difference between the list-only and the full/oversight service. Once a list has been received, the arbitrator selection process set forth above shall be followed.

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

of this Agreement. The arbitrator shall not have authority to determine any issues not submitted.

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

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

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

6. The arbitrator shall be requested to render their decision as soon as possible, but in no event later than thirty (30)-calendar days from the date of the hearing.
7. If a grievance involves a continuous and/or money claim against the Employer, the arbitrator shall make no award that would allow such accruals for more than one (1) pay period before the date the written grievance was submitted.
8. Upon receipt of the arbitrator's award any corrective action shall be implemented as soon as possible, but in no event later than fifteen (15)- calendar days from receipt of the arbitrator's award.
9. Any party to this Agreement that requests a transcript and/or recording of the arbitration hearing shall be responsible for the cost of such transcript or recording, if available.

12.3 Matters Appropriate for Consultation

- A. Matters appropriate for consultation between the parties include wages, hours and working conditions under the terms and conditions of this labor agreement and areas of mutual concern for the FPSU. For the purpose of this agreement, consultation is defined as a discussion of matters which are within the discretion of a Department. Consultations may be held in an effort to reach mutual understandings, receive clarification and/or information affecting employees in the various City operations that comprise Bargaining Units.
- B. Consultation meetings between Union representatives and Management, shall be arranged by the Labor Relations Manager or designated representative upon the

request of either party. Consultation meetings may be called by the City consistent with confidentiality, or other legal restrictions to advise the Union of any anticipated major changes affecting the working conditions of employees in the Bargaining Units. Arrangements for any consultation meeting shall be made five (5) working days in advance whenever possible and an agenda of matters to be taken up at the meeting shall be presented in writing at the time a consultation meeting is requested. Matters taken up in consultation meetings shall be those included in the agenda and Union representatives up to a maximum of five (5) may attend any one meeting.

- C. When contact is required by the Union Chief of Staff with Management on matters within the scope of this Article, the point of contact is the Labor Relations Manager. Where contact is required by Management with the Union, the point of contact is the Union Chief of Staff, or designee.
- D. If the Union requests consultation, it shall bear the cost of expenses and compensation for its own representatives and/or employees. If the City requests consultation, it shall bear the cost of expenses and compensation for employee Union representatives and/or employees for time spent in consultation.
- E. Prior practice that has been established on the basis of verbal agreements between the Union and the City or written agreements between the Union and individual Departments, but which has not subsequently been incorporated within this agreement, shall be subject to discussion and possible modification by the City and the Union, in accordance with the rights and privileges accorded each party by the terms of both this agreement and applicable.

Arts. 13-16	City TA	7 FPSU TA		Date
Ver. 1	CA			9/11/2026

ARTICLE 13 – JURY DUTY

13.1 In the event full-time employees are summoned for jury duty, they shall receive straight time pay for the hours required to be absent from their currently scheduled work hours due to such jury duty. Employees who perform jury duty for only a portion of their regular scheduled workday are expected to report to work when excused or released by the court. An employee who works the second or third shift shall be given an equivalent benefit so as not to have to report to work following a full day of jury duty. Generally, these employee's shifts would be reduced each day by the same number of hours spent on jury duty on that particular day to allow the employee adequate time off to rest before either reporting to jury duty or work.

13.2 Employees called for jury duty shall promptly notify their immediate supervisor so that arrangements may be made for their absence from work.

13.3 Full-time employees on jury duty while on scheduled vacation shall be allowed jury duty pay for that time served provided satisfactory evidence of the time served on such duty is presented to the Department Director.

13.4 In the event a holiday occurs during the period of an employee's jury duty, full-time employees shall receive pay for such holiday.

13.5 The employees shall provide the Department Director with proof of jury duty service before compensation is approved, to include a signed statement from the Court Clerk noting each day spent on jury duty. In the event an employee participates on a jury which is sequestered, and is unable to provide the Department Director with proof of jury duty service, a telephone call by the employee to the appropriate Department-designated representative will suffice until such time as the employee can provide the necessary documentation. When a full-time employee serves on jury duty for an entire workweek and is unable to provide the department with the appropriate documentation until the following scheduled workday, the employee will still be compensated for those hours of jury duty.

ARTICLE 14 – BEREAVEMENT LEAVE

14.1 Employees covered by this Agreement will be granted time off with pay at their straight time rate, not to exceed forty (40) hours, if needed, to attend the funeral or memorial service (hereinafter service) and/or to attend to related affairs in the event of a death in the employee's immediate family. All days taken for bereavement leave must be taken within thirty (30) calendar days surrounding the date of the service or date of death if no service is held. Full-time employees will be granted time off with pay for their regularly scheduled work hours not to exceed eighty (80) hours if the service is held outside the State of Florida and is attended by the employee. Otherwise, forty (40) hours off with pay will be granted in the event an employee is not attending the funeral but is involved in making funeral arrangements or handling the deceased's affairs.

14.2 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.

14.3 Bereavement leave shall not be charged to annual or illness leave.

14.4 Should an employee require additional time other than provided in Section 1 of this Article, the employee may request the additional time from the Department Director, or designee. Upon approval by the Department Director, or designee, any additional time used shall be charged to annual leave if the employee has hours accrued that can be charged.

14.5 The employee may be requested at the discretion of the Department to provide the Department Director with proof of death of the immediate family member before compensation is approved.

ARTICLE 15 – MILITARY LEAVE

15.1 Military Leave for employees covered by this Agreement shall be governed by Florida Statutes, Chapters 115 and 250, as well as the administrative procedures included in the City's Rules and Regulations of the Personnel Management System.

ARTICLE 16 – LEAVE WITHOUT PAY

16.1 Full-time employees may request a Leave of Absence Without Pay. Such requests require the approval of both the Department Director or designee, and, if the request is for a period of time which exceeds thirty (30) calendar days, the Human Resources Director. In cases where the leave period exceeds twelve (12) months, the action will not be final until the Mayor or designee also approves. A written authorization memorandum covering the employee's absence and the consent of the Human Resources Director is necessary only if the leave exceeds thirty (30) calendar days with the memorandum to be dated from the first day of Leave Without Pay.

16.2 The decision to grant Leave Without Pay (Leave of Absence) is a matter of administrative discretion except that requested leave which is covered by the Family and Medical Leave Act of 1993 shall be granted for eligible employees. Part-time employees may be eligible for leave without pay which is protected under the Family and Medical Leave Act, if otherwise eligible. Any leave granted in accordance with the provisions of the Family and Medical Leave Act counts towards the twelve (12) weeks of leave per year that must be granted (the "year" is defined as a "rolling" twelve-month period, which is the twelve (12) months immediately preceding the latest FMLA request). It will be incumbent upon the Department Director to weigh each request and determine each case on its own merits. If the request for Leave Without Pay is denied, the reason for denial shall be given in writing within three (3) working days, if possible, but no longer than five (5) working days from the date of the request.

16.3 An employee granted a Leave of Absence must keep the Department informed, every three (3) months, of current activity (school, medical, military, etc.). In addition, the employee must

keep the Department advised of a current address at all times. Also, an employee who is out due to the illness of a spouse, parent, or child who requires care as verified by a physician or health care provider as defined by the Family and Medical Leave Act shall have said illness supported and confirmed by a medical certificate.

16.4 An employee, while on an authorized Leave of Absence, who obtains either part-time or full employment elsewhere is required to notify the Department in writing within three (3) calendar days of accepting such employment.

16.5 Failure to comply with Sections 3 and 4 above may result in the employee being dropped from Leave of Absence status in which case the employee must return to duty or be dismissed.

16.6 An employee granted a Leave of Absence shall be returned to the employee's former classification if the leave is less than ninety (90) days unless the Employer's or the employee's circumstances have so changed as to make it impossible or unreasonable to do so. If said leave was taken under the provisions of the Family and Medical Leave Act, the employee shall be restored to the employee's former position or an equivalent position.

An employee granted a Leave of Absence and who wishes to return before the leave period has expired, shall be required to give the Department Director at least two (2) weeks' notice.

An employee granted a Leave of Absence in excess of ninety (90) days will be permitted to return to work provided there is an opening. In each case, the City shall make a reasonable effort to return the employee to the employee's former position or a similar position of the same classification in another Department. If no opening exists, the employee shall be placed on the eligibility register for that classification for a period of nine (9) months.

16.7 Employees returning from a Leave Without Pay, provided there is an opening, shall return to the job classification and rate of pay held at the time of going on leave and, in addition, shall receive any negotiated increase that may be applicable to employees in these Bargaining Units. Employees returning from a leave covered by the Family and Medical Leave Act shall be reinstated to their former position or an equivalent position.

16.8 Failure to return to work at the expiration of approved leave shall be considered as absence without leave and grounds for dismissal.

16.9 A Leave of Absence Without Pay for more than thirty (30) consecutive calendar days shall cause the City and classification anniversary date to be adjusted for an equivalent amount of time.

16.10 An employee who takes a leave of absence must use all accrued annual leave prior to being on a leave without pay status except that an employee may, upon request, reserve up to forty (40) hours of annual leave, provided the leave is covered by the Family and Medical Leave Act. No illness leave, annual leave, holidays or any type of seniority will be earned by an employee for the time that the employee is on Leave Without Pay; however, any accrued illness leave will remain credited to the employee's account.

16.11 Group life and health insurance coverage may be continued for a maximum period of six (6) months while on authorized Leave of Absence, provided premium payments are kept current.

- A. A maximum delinquency period of two (2) months will be enforced for payment of premiums. If a monthly premium is delinquent and payment is not made by cash or payroll deduction from the next applicable pay period, coverage will be canceled as of the beginning of the delinquent period. If coverage is canceled, the employee will be notified in writing.
- B. Where the employee will be out of town during an approved leave exceeding thirty (30) days, payment arrangements must be made in advance so that premiums are kept current.
- C. If any coverage is canceled during an approved Leave of Absence, and the employee returns for active duty, coverage may be applied for and received upon proof of insurability.

16.12 Leave of Absence Without Pay (Employee's Illness)

In addition to the provisions of Sections 1 through 11 the following shall also apply for leaves without pay taken due to the illness of the employee:

- A. The maximum period group life and health insurance coverage may be continued shall be twelve (12) months.
- B. Seniority preservation shall be as follows:

Employees having a minimum of five (5) years of City seniority shall suffer no loss of either City or classification seniority if on a Leave of Absence Without Pay for the employee's illness for a period not to exceed twelve (12) months.
- C. All Leaves of Absence Without Pay for illness shall be supported and confirmed by a medical certificate executed by a physician or health care provider as defined by the Family and Medical Leave Act.
- D. Extensions of Leaves of Absence Without Pay in excess of the time provided for in #2. of this Section shall cause the individual's accrual of seniority to cease.
- E. An employee shall be terminated when on a Leave of Absence due to illness for any period in excess of authorized Leave of Absence unless written approval for an extension has been granted.
- F. Initial probationary employees without seniority may be granted a Leave of Absence Without Pay for their own illness not to exceed thirty (30) days. Such Leave of Absence shall not be extended. The employee's probationary period shall be extended to allow for leave granted by the Employer.

- G. An employee who has an illness or injury and requests a leave of absence shall use all accrued annual and illness leave before being on leave without pay status, except that an employee may, upon request, reserve up to forty (40) hours of annual leave provided the leave is covered by the Family and Medical Leave Act.

16.13 Union Leave of Absence

A classified employee granted a Leave Without Pay to accept a full-time Union position shall not have to advise the Department of the employees' activity every three (3) months.

A classified employee returning from a Union Leave of Absence, for a period not to exceed twelve (12) months, shall be reinstated in the employees' former job and without loss of seniority.

Arts. 16-22	City TA	FPSU TA		Date
Ver. 1	CA	_____		9/11/2026

ARTICLE 17 – ANNUAL LEAVE

17.1 The purpose of annual leave is to provide employees with the opportunity to be absent from work due to valid reasons without loss of pay or benefits.

17.2 Types of Annual Leave

- A. Vacation Leave (Rest and relaxation)
- B. Personal Leave (Paid absence from work)
 - 1. Illness or injury of spouse or dependent children
 - 2. Court appearances of a personal nature
 - 3. Memorial services for friends or relatives, other than those covered in the Bereavement Leave Article
 - 4. Nationally recognized religious holidays associated with employee's religious faith
 - 5. Other justifiable reasons not covered above
- C. Emergency Leave - Provides, subject to the approval by the Department Director or designee, unscheduled leave requested on short notice because of a critical situation which could not have been foreseen or prevented by the employee.

17.3 Annual Leave Accrual Rate

Employees shall earn and accrue annual leave based on the following schedule:

<u>Years of Service</u>	<u>Total Annual Leave Hours Accrued Per year per 2080 Pay Hours</u>
<u>Employment through 5 years</u>	<u>120 hrs.</u>
<u>Beginning 6th year of employment</u>	<u>128 hrs.</u>
<u>Beginning 7th year of employment</u>	<u>136 hrs.</u>
<u>Beginning 8th year of employment</u>	<u>144 hrs.</u>
<u>Beginning 9th year of employment</u>	<u>152 hrs.</u>
<u>Beginning 10th year of employment</u>	<u>160 hrs.</u>
<u>Beginning 12th year of employment</u>	<u>168 hrs.</u>
<u>Beginning 13th year of employment</u>	<u>176 hrs.</u>

<u>Beginning 14th year of employment</u>	<u>184 hrs.</u>
<u>Beginning 18th year of employment</u>	<u>192 hrs.</u>
<u>Beginning 20th year of employment</u>	<u>200 hrs.</u>

17.4 General Provision (Annual Leave Program)

- A. Requests for annual leave shall be made in advance of use. In emergency cases, the Department Director may waive this requirement. Certain requests for annual leave may qualify and be covered by the Family and Medical Leave Act (FMLA) In no event will the employee's annual leave account be reduced below forty (40) hours unless requested otherwise by the employee.
- B. An employee incapacitated and unable to work shall notify the employee's immediate supervisor before the scheduled reporting time as designated by the Department, stating the type of leave requested and expected period of absence. Reporting procedures for employees unable to work, and for the usage of short-term illnesses, shall be determined by the operational procedures and directives of the Department concerned. This procedure shall be followed for each day the employee is unable to work, unless prior approval is given by the Department. 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 annual leave with pay if the employee has hours in the annual leave account that can be applied.
- C. Paid annual leave may not be taken during the initial six (6) months of employment or re-employment except for documented medical reasons related to the employee's own health, for the funeral of an individual not included in the bereavement leave policy, or other documented family emergencies.
- D. Employees may not request nor will they be paid for annual leave for hours not earned and accrued.
- E. Employees shall not be granted paid annual leave in excess of their accumulated leave account hours.

The nature of an employee's job and the operational requirements of a Department, Division or Section may cause the Director to limit the scheduling of annual leave for vacation purposes during certain periods of the year. In general, requests for annual leave for more than thirty (30) consecutive calendar days will not be approved with the exception of circumstances covered by FMLA, the ADA or any other legal requirement or upon

written approval from the Department Director together with the Human Resources Director or their designees as similarly outlined in the policies related to unpaid leaves of absences.

Based on operational requirements and when practical and in the best interests of the City, the Director may require the use of annual leave for vacation purposes in amounts of forty (40) or more hours.

17.5 Pay Off of Account

Upon separation from City employment, employees shall be entitled to compensation for earned but unused annual leave hours, up to a maximum of twice the employee's annual leave accrual rates outlined in the schedule above in Section 15.3 of this Article. The annual leave hours will be paid out at the employee's base straight time hourly rate, on that is effective on the date of separation. Employees having less than six (6) months full-time service are not eligible for a payoff of any annual leave hours.

17.6. Illness

Employees granted annual leave due to their own medical conditions shall comply with the provisions relating to medical absences as provided in Article 16, Illness Leave. Those provisions will apply as though fully rewritten herein, and shall apply to paid leave under illness leave and annual leave interchangeably.

ARTICLE 18 – ILLNESS LEAVE

18.1 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. **Beginning in FY27, up to forty (40) hours of Illness Leave may be used to provide employees with base salary during temporary periods which an immediate family member (to include spouse, parent, parent in-law, or dependent child) incurs an injury or illness and the employee is needed to provide emergent and temporary care.**

18.2 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.

18.3 Notification of Illness

- A. An employee medically incapacitated and unable to work, or is required to care for an ill or medically incapacitated family member as outlined in Article 16.1, 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.

18.4 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.

18.5 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.

18.6 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.

18.7 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).

18.8 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.

18.9 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.

18.10 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.

CITY OF ST. PETERSBURG

ILLNESS/INJURY REPORT and RELEASE TO RETURN TO DUTY

PATIENT _____
(Printed Name of Employee)

Section 1. **PHYSICIAN'S STATEMENT**

I examined the above-named patient on _____ (date).

The patient is (or was) unable to work due to injury or illness beginning (date) _____ through (date) _____. Note: if this leave was due to a serious health condition, please notify your supervisor as you may be entitled to protection under the Family Medical Leave Act.

Section 2.

RELEASE TO RETURN TO DUTY
PLEASE CHECK ONE:

_____ Patient may return to full duty with no restrictions on _____ (date).

_____ Patient may only work a light duty assignment with the following medical restrictions to his/her performance of his/her job duties (*Please be specific as to the medical restrictions and include a prognosis as to how long these medical restrictions will be in effect*):

_____ Patient remains incapacitated and is unable to return to work at this time. (*Please provide the estimated date of return to work in Section 1 above.*)

Section 3.

HEALTH CARE PROVIDER INFORMATION AND SIGNATURE

Attending Physician's Signature

Date _____

Printed Name and Address of Health Care Provider: _____

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we are asking that you not provide any genetic information when responding to this request for medical information. "Genetic information," as defined by GINA,

includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

ARTICLE 19 – HOLIDAYS

19.1 The following holidays shall be observed:

New Year's Day	-January 1
Martin Luther King Jr.'s Birthday	-Third Monday in January
President's Day	-Third Monday in February
Memorial Day	-Last Monday in May
Juneteenth	-June 19
Independence Day	-July 4
Labor Day	-First Monday in September
Veteran's Day	-November 11
Thanksgiving Day	-Fourth Thursday in November
Day following Thanksgiving	-Friday
Christmas Day	-December 25

19.2

A. Employees who are required to work on holidays, and those whose normal days off occur on holidays, shall also receive holiday pay

Employees shall be paid a fixed number of holiday hours based upon their normally assigned work schedules. For example:

- Employees who are normally assigned to work an eight (8) hour per day schedule shall receive eight (8) hours of holiday pay.
- Employees who are normally assigned to work a ten (10) hour per day schedule shall receive ten (10) hours of holiday pay.

B. A holiday is a day off with pay. This means that an employee works a day less than a regular number of work days in a week and still receives a full forty (40) hours of pay for the week.

19.3 Employees on annual leave, annual military leave, jury duty, illness leave, bereavement leave and other absences from duty but on active pay status on the days the holidays are observed, shall receive holiday pay in lieu of the annual leave, military leave, jury duty, illness leave, bereavement leave, or other paid absence.

19.4 An employee must be on active pay status or work the normal schedule of hours, either on the regularly scheduled working day immediately prior to a holiday or the regularly scheduled working day immediately following a holiday, in order to qualify for the holiday time.

19.5 Employees who are scheduled and required by their supervisor to work on the day observed as a holiday must work that day to be eligible to receive holiday pay. An employee who is scheduled to work on the day observed as a holiday and reports sick will be charged with the holiday for that day. Section 4 of this Article will not apply to employees scheduled and required to work on the day observed as the holiday.

19.6 When a holiday falls on a Saturday, the preceding Friday shall be designated a substitute holiday and observed as the official holiday for that year. When a holiday falls on a Sunday, the following Monday shall be designated a substitute holiday and observed as the official holiday.

19.7 The Mayor or designee will determine which departments or operations will be closed in observance of the holiday.

ARTICLE 20 – SAFETY AND HEALTH

20.1 Departmental Management will make every reasonable effort to provide and maintain safe working conditions. To this end, the Union will cooperate and encourage the employees to work in a safe manner. Also, Management will receive and consider written recommendations with respect to unsafe conditions or other safety ideas from any employee or the Union. Within thirty (30) days of receipt, Departmental Management shall give a written reply to the employee/Union regarding the disposition of their recommendation.

20.2 Departmental Management will provide proper and necessary safety equipment and devices for employees engaged in work where such special equipment and devices are necessary. Such equipment and devices where provided, must be used. Employees who fail to utilize provided equipment or devices will be subject to disciplinary measures. All safety equipment shall be kept in proper working order.

20.3 Management of the various Departments hereby agrees to continue individual Departmental policies of providing uniforms, foul weather gear, bump hats or safety helmets, work gloves, safety equipment and periodic replacement items where customary.

20.4 In the event an employee leaves the employ of the Department, the employee shall return all uniforms and safety equipment to the Department.

20.5 Employees purchasing industrial safety lenses with safety frames or safety shoes will be reimbursed as set forth in Section 6 of this Article for that purchase upon presentation of proof of purchase and a memorandum from the Department Director indicating that the item was required in the performance of the employee's duties to maintain proper safety standards.

20.6

- A. The parties agree that the purpose of the safety glasses and safety shoe program is to encourage the use of industrial safety lenses and safety shoes for the protection of employees and to prevent serious injuries and in this connection, appropriate federal and state standards shall apply to these items (ANSI and OSHA).
- B. Employees will be reimbursed for the cost of industrial safety lenses with safety frames up to one hundred twenty-five dollars (\$125.00) for non-prescription lenses or five hundred dollars (\$500.00) for any out of pocket costs for prescription lenses. Reimbursement for industrial safety lenses with frames may be approved no more frequently than once every two (2) years, unless otherwise authorized by management due to them being lost or stolen, or due to a change in prescription.
- C. Employees who are required to wear protective footwear shall be provided with quality footwear that is appropriate for their job duties once every fiscal year. Employees shall be responsible for the proper maintenance and care of their protective footwear and, based upon an assessment of the condition of the protective footwear or due to the need for a different type of footwear based on job duties as determined by the department director or designee, will be provided with a replacement pair at no cost to the employee. If the City's vendor cannot provide the required protective footwear, an employee may purchase protective footwear and, provided the protective footwear meets the department's specific requirements, shall be reimbursed for the cost of the protective footwear up to one hundred fifty dollars (\$150) per fiscal year.
- D. For the purposes of this Section, a year is defined as the Employer's Fiscal Year.

ARTICLE 21 – DISCIPLINARY ACTION

21.1 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.

21.2 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.

21.3 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 of this Article shall be utilized.

21.4 Disciplinary matters as referenced in Section 3 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 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.

21.5 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.

21.6 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 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, 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.

21.7 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.

21.8 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 22 – EMPLOYEES’ RETIREMENT SYSTEM

22.1 The parties agree that the City will maintain the current benefit provisions of the Employees’ Retirement System (ERS), St. Petersburg City Code Chapter 22, Article IV, successor to the retirement system established by Ordinance No. 986-A, including any amendments to this Chapter that have previously been agreed to by the parties, for the duration of this Agreement.