



CITY OF PORT ST. LUCIE

COUNCIL ITEM 13B
DATE 6/11/12

CITY ATTORNEY

MEMORANDUM

TO: GREGORY J. ORAVEC, CITY MANAGER
THRU: PAM E. BOOKER, SENIOR ASSISTANT CITY ATTORNEY
FROM: MILTON R. COLLINS, ASSISTANT CITY ATTORNEY
DATE: JUNE 5, 2012
SUBJECT: 2012 REOPENER NEGOTIATIONS (PBA-SGTS AND IUPA)

RECEIVED

JUN 04 2012

City Manager's Office

Attached please find a tentatively agreed-to Memorandum of Understanding (MOU) between the City and the Palm Beach County Police Benevolent Association (PBA) – Sergeants Unit (Att. 1). Also attached is a MOU between the City and the International Union of Police Associations (IUPA) (Att. 2). Per your instruction, the City's Negotiation Team engaged in collective bargaining with the aforementioned to accomplish one goal – establish an alternative shift schedule for the Police Department's Patrol division.

To that end, the following synthesizes what was agreed upon:

- The implementation of work schedule whereby bargaining unit employees will work four (4) consecutive days of ten (10) work hours followed by three (3) consecutive days off (commonly referred to as a "4-10" work schedule).
- Employees may elect, based on seniority bidding, one of the following shifts: 10pm – 8am, 7am – 5pm, or 4pm – 2am.
- The utilization of squad based patrolling, which was referenced in your April 10, 2012 Strategic Reorganization memorandum.
- The "4-10" schedule will be a pilot/trial program, which provides the City (and Unions) the opportunity to assess its efficacy for at least six (6) months.
- Voluntary flextime schedules other than the aforementioned based on mutual agreement.

Though the two attached documents slightly differ in verbiage, there are no substantive differences with respect to the particulars of the 4-10 work schedule. The only difference at all is that the PBA MOU contains an incentive pay provision for any sergeant assigned as a Shift Commander.

All of the above is consistent with your direction and, therefore, I recommend that it be ratified by the City Council. By way of a reminder, both bargaining units have recently ratified the attached. Thank you.

Attach.

Memorandum of Understanding

The City of Port St. Lucie (the City) and the Port St. Lucie Police Officers Association, Local 6015, International Union of Police Associations, AFL-CIO (Association) agree to modify their collective bargaining agreement based upon the contract changes set forth herein. All changes to be made will be effective on the first regular workday following ratification of this Memorandum of Understanding (MOU). The terms of the collective bargaining agreement which is in effect from October 1, 2010 through September 30, 2012 shall continue in effect except as specifically changed by the terms of this MOU.

The parties agree that the provisions of this MOU shall supersede any Sections of the collective bargaining agreement that may be in conflict with it.

The City and the Association jointly agree to a pilot "4-10" work schedule program, which shall consist of employees working four (4) consecutive days of ten (10) work hours followed by three (3) consecutive days off. Employees working the 4-10 work schedules shall be compensated on each workday for ten (10) hours of pay at straight-time rates.

The "4-10" work schedule shall be established utilizing the following shifts and workdays:

Shifts

First Shift: 10:00 p.m. - 8:00 a.m.

Second Shift: 7:00 a.m. - 5:00 p.m.

Third Shift: 4:00 p.m. - 2:00 a.m.

Work Days

Squad A: Sunday, Monday, Tuesday, Wednesday

Squad B: Wednesday, Thursday, Friday, Saturday

All bargaining unit members assigned to the entire first shift (also known as the midnight shift) shall receive their base pay plus an additional one dollar (\$1.00) per hour compensation.

This program shall be implemented for an initial six (6) month trial period. If the City or the Association does not provide notice of cancellation at least thirty (30) days prior to the end of the trial period, this program shall be extended for additional six (6) month intervals. If timely notice is provided, the program shall be cancelled. Cancellation will not be subject to the grievance procedure, the filing of an unfair labor practice or any other challenge. Further, if it is decided at any point through the trial period that either party is not satisfied with the program, the parties agree that the unit shall, with a 30-day notice, revert to the standard shifts outlined in Article 9, Section 1. In such an event, a bid shift selection process consistent with the current policies and practices shall occur accordingly.

If either party desires to modify the program, each reserves the right to reopen this MOU for negotiation. The parties shall meet, in any case, half way through the trial period to discuss issues/concerns.

There shall be a seniority based bidding process for shift, squad, zone and workdays. Seniority shall be as defined in Article 16. For the initial six (6) month period, bidding shall occur during the month of May 2012, or as soon as possible after

the MOU is ratified. Thereafter, bidding shall occur bi-annually during the months of October and April. Each bargaining unit member shall be allotted 24 hours to make his/her shift selection, which shall commence after reasonable notice of the selection opportunity is first provided by the City. Obviously, exigent circumstances may apply, which would waive the 24-hour selection requirement.

In the event of vacancies or reassignments due to staffing, seniority bidding will apply for the officer(s) entering the work schedule.

Annual leave, holiday pay and sick leave are provided as shift-based benefits and, therefore, the expenditure of said leaves shall be calculated on an equivalent hourly basis. Therefore, employees who are assigned to work a ten (10) hour shift will receive, or shall utilize, ten (10) hours of annual leave, holiday pay and sick leave accordingly.

Further, the City and Association agree that employees may, with the consent of the Association, voluntarily elect to work a flexible schedule other than those outlined herein for the purposes of staffing special details or meeting other Departmental needs. The affected employee and the City shall agree upon such work schedules in advance.

Memorandum of Understanding

The City of Port St. Lucie (the City) and the Palm Beach County Police Benevolent Association (PBA) agree to modify their collective bargaining agreement based upon the contract changes set forth herein. All changes to be made will be effective on the first regular workday following ratification of this Memorandum of Understanding (MOU). The terms of the collective bargaining agreement which is in effect from October 1, 2010 through September 10, 2012 shall continue in effect except as specifically changed by the terms of this MOU.

The parties agree that the provision of this MOU shall supersede any Sections of the collective bargaining agreement that may be in conflict with it.

The City and the Association jointly agree to a pilot "4-10" work schedule program, which shall consist of employees working four (4) consecutive days of ten (10) work hours followed by three (3) consecutive days off. Employees working the 4-10 work schedules shall be compensated on each workday for ten (10) hours of pay at straight-time rates.

The "4-10" work schedule shall be established utilizing the following shifts and workdays:

7:00 a.m. – 5:00 p.m.

4:00 p.m. – 2:00 a.m.

10:00 p.m. – 8:00 a.m.

Work Days

Squad A: Sunday, Monday, Tuesday, Wednesday

Squad B: Wednesday, Thursday, Friday, Saturday

All bargaining unit members assigned to the entire first shift (also known as the midnight shift) shall receive their base pay plus an additional one dollar (\$1.00) per hour compensation.

This program shall be implemented for an initial six (6) month trial period. If the City or the Association does not provide notice of cancellation at least thirty (30) days prior to the end of the trial period, this program shall be extended for an additional six (6) month interval. If timely notice is provided, the program shall be cancelled. Cancellation will not be subject to the grievance procedure, the filing of an unfair labor practice or any other challenge. Further, if it is decided at any point through the trial period that the Department's needs are not being met by the program, the parties agree that the City may, with a 30-day notice, revert to the standard shifts outlined in Article 7, Section 3.

If either party desires to modify the program, each reserves the right to reopen this MOU for negotiation. The parties shall meet, in any case, half way through the trial period to discuss issues/concerns.

The 4-10 schedules shall be assigned by seniority bidding for all bargaining unit members. Seniority shall be as defined in Article 15. For the initial six (6) month period, bidding shall occur during the month of May 2012. Thereafter, bidding shall occur bi-annually during the months of October and April. Each bargaining unit member shall be allotted 24 hours to make his/her shift selection. Obviously, exigent circumstances may apply, which would waive the 24-hour selection requirement.

Employees bid for both shift and team, provided that the City reserves the right to assign an employee to another team on a shift at the time of the bidding process for a legitimate reason. Reasons may include, but are not necessarily limited to: transfer requests, anti-nepotism measures and demonstrable personality conflicts. In the event that reassignment during the course of a bid period is required, the employee shall fill existing vacant slots. The City retains the right to move an employee to a different team for good cause, with advance notice to the affected employee(s). Unless it is not possible, the reassignment should be to the same shift.

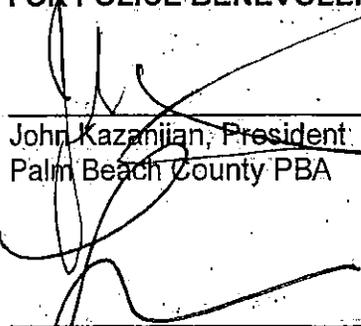
Annual leave, holiday pay and sick leave are provided as shift-based benefits and, therefore, the expenditure of said leaves shall be calculated on an equivalent hourly basis. Therefore, employees who are assigned to work a ten (10) hour shift will receive, or shall utilize, ten (10) hours of annual leave, holiday pay and sick leave accordingly.

Further, the City and Association agree that employees may voluntarily elect to work a flexible schedule other than those outlined herein for the purposes of staffing special details or meeting other Departmental needs. The affected employee and the City shall agree upon such work schedules in advance.

Assignment to Shift Commander. All bargaining unit members who are assigned as Shift Commanders shall receive an additional one-half (.5) hour of compensation for each day that they are acting in said capacity. To qualify for the incentive, the Shift Commander must be assigned to the position on a full-time basis.

IN WITNESS THEREOF, the Parties have caused this Memorandum of Understanding to be signed by their duly authorized representatives on this ____ day of _____, 2012.

FOR POLICE BENEVOLENT ASSOCIATION:



John Kazanjian, President
Palm Beach County PBA

5/31/2012
Date



Lawrence K. Fagan, Legal Counsel
Palm Beach County PBA

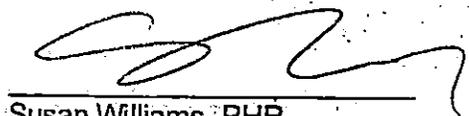
5/31/12
Date

FOR THE CITY OF PORT ST LUCIE:



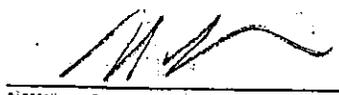
Gregory J. Oravec
City Manager / CRA Director

5/22/12
Date



Susan Williams, PHR
Director of Human Resources

5-22-12
Date



Milton R. Collins, Assistant
City Attorney

5-22-12
Date