



CITY OF PORT ST. LUCIE

COUNCIL ITEM 13E
DATE 11/19/12

CITY ATTORNEY

MEMORANDUM

TO: GREGORY J. ORAVEC, CITY MANAGER

THRU: ROGER G. ORR, CITY ATTORNEY *[Signature]*

FROM: MILTON R. COLLINS, ASSISTANT CITY ATTORNEY *[Signature]*

DATE: NOVEMBER 13, 2012

SUBJECT: 2012 CONTRACT NEGOTIATIONS GSAF/OPEIU (SUPERVISORY)
TENTATIVE AGREEMENT (REOPENER)

RECEIVED

NOV 13 2012

[Signature] City Manager's Office

Pursuant to your request, attached are the *tentative* reopener articles, effective October 1, 2012 through September 30, 2013, reached by the City and the Government Supervisors Association of Florida, OPEIU, Local 100 (OPEIU or Union). As you know, legislative format does not reflect the numerous proposals and counterproposals submitted by the parties; therefore, the end product does not necessarily tell the entire story. It is worth noting that this agreement, throughout the past two months, went through a series of changes. Ultimately, proposals on both sides were withdrawn resulting in the attached.

The following synthesizes the agreed upon terms.

Article 10, Salary (Broadbanding/Classification) Plan and Wages

- Provides for an across the board three (3) percent Cost-Of-Living-Adjustment (COLA) for all bargaining unit employees, commencing the pay date of December 20, 2012.

Article 12, Insurance Programs

- Increases health insurance contribution rates for three (3) of the four tiers, effective December 20, 2012, for all bargaining unit employees. Monthly contributions shall be adjusted as follows:

	<u>Agreed-to</u>	<u>Current</u>	<u>% incr./decr.</u>
○ Employee only	\$40	52.50	-23.81%
○ Employee plus child(ren)	\$139	\$95.66	+45.31%
○ Employee plus spouse	\$189	\$129.16	+46.33%
○ Employee plus full family	\$241	\$181.78	+32.58%

- Introduces a pilot Bring Your Own Device (BYOD) program, whereby employees have the option to exchange their city-issued mobile phone for a \$50 monthly allowance. Participation in the pilot program is entirely dependent on being approved by the applicable department head, and a denial will not be subject to the grievance process. The BYOD program will sunset at the end of fiscal year 2012-13 unless the City opts to continue the program via its inclusion in the successor collective bargaining agreement.

These tentative articles comport with the parameters you set vis-à-vis the City's bargaining position and, therefore, should be recommended for approval by the legislative body. Because the voting members of the bargaining unit have unanimously approved the articles, the legislative body should consider and vote as soon as possible. For your information, OPEIU is the first bargaining agent to submit tentatively agreed-to articles to its two (2) units for approval.

Should you have any questions or need additional information, please do not hesitate to contact me.

Attach.

c: OPEIU Negotiation Team (Supervisory)

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
CITY OF PORT ST. LUCIE, FLORIDA
AND
THE GOVERNMENT SUPERVISORS ASSOCIATION OF FLORIDA
OPEIU, LOCAL 100
SUPERVISORY EMPLOYEES UNIT
REOPENER 2012

ARTICLE 10: SALARY (BROADBANDING/CLASSIFICATION) PLAN AND WAGES

Section 1 - PLAN OVERVIEW

The Director, Human Resources maintains and implements the City's Broadbanding/Classification Plan (the "Plan"). This Plan groups position titles a.k.a. classifications in one (1) of five (5) bands. The Plan specifies starting rates for all position titles contained in each of the five (5) bands. The bands are as follows beginning with the highest band:

Administrator: Department heads and staff members who report directly to the City Manager and whose primary duty is related to the administration of the City.

Manager/Professional: Assistant/Deputy Department Heads; Division Heads as well as staff members whose primary duty is to manage a department or division under the general direction of the department head; and staff members who have obtained an advanced degree and/or certification in a recognized professional discipline.

Supervisor/Mid-Management: Staff members whose primary responsibility is to direct the daily activities of other employees.

Technical: Staff members who possess one or more certifications, licenses or degree/non-degree training in a non-professional discipline.

Support Staff: Staff members whose primary work is to support the achievement of departmental goals.

Section 2 - STARTING SALARIES

The starting salary for new employees is the minimum salary for a position. Employees may start at a higher rate not to exceed 15% of the start rate upon the recommendation of the department head and the approval of the Director, Human Resources. Starting salaries exceeding 15% of the start rate require the authorization of the Director, Human Resources and the City Manager.

Section 3 - CLASSIFICATION (POSITION) DESCRIPTIONS

The Human Resources Department maintains written descriptions for each position title which are available for review by employees. The classification date for the employee shall be the date an employee entered, transferred, demoted or was promoted to his/her current position.

Section 4 - PAY PLAN REVIEW AND ADJUSTMENTS

Effective October 1st of each fiscal year, the Human Resources Department may recommend to the City Manager any necessary adjustments to each classification, pursuant to the annual *Florida League of Cities/Florida Public Personnel Association Salary Study*.

Employees may receive a merit increase and/or Cost-of-Living Adjustment (COLA) on their respective classification dates, pursuant to the annual budget directive from the City Council. The merit increase is contingent upon employees receiving an overall rating of "Meets Requirements" or "Exceeds Requirements" on their annual performance evaluations. Merit increases are not automatic but must be earned and are based upon satisfactory job performance. Classified employees may obtain one merit increase per classification year.

Section 5: ANNUAL INCREASES

In Year One of this Agreement, (Fiscal Year 2010-2011, all employees shall be ineligible for a Cost-Of-Living Adjustment (COLA) and/or a merit increase on their respective classification date. (i.e., a wage freeze).

In year two (2) of this Agreement (Fiscal Year 2011-2012), all employees shall be ineligible for a Cost-Of-Living Adjustment (COLA) and/or a merit increase on their respective classification date. (i.e., a wage freeze).

In consideration of the wage freeze previously implemented during Fiscal Year 2009-10, this Agreement may be reopened during year two (2) of this Agreement (Fiscal Year 2011-12), at the option of the City, to consider the provision of wage enhancements. If the City exercises this option, the parties shall commence bargaining no later than 30 calendar days following its notice to the Association.

~~In year three (3) of this Agreement, (Fiscal Year 2012-2013) Article 10, Section 5 will be reopened for negotiation prior to March 1, 2012, but no earlier than January 1, 2012. Once either party gives written notice of its desire to reopen Article 10, the parties shall commence bargaining on or before April 1, 2012.~~

In year three (3) of this Agreement, (Fiscal Year 2012-2013), all bargaining unit employees shall receive a 3% Cost-Of-Living Adjustment (COLA) commencing December 20, 2012.

Section 6: INCENTIVE PAY.

A. Effective the ratification of this Agreement, employees shall be ineligible for any incentive pay for FY 2010-2011. The parties agree to reopen this section prior to September 1, 2011, but no earlier than August 1, 2011. Once either party gives written notice of its desire to reopen Article 10, the parties shall commence bargaining on or before September 1, 2011.

B. Loss of required certification(s) may result in a commensurate decrease in pay and change in status (i.e., demotion, transfer to another division or department), depending upon the requirements of the position.

C. Employees must obtain written approval in advance from a Department Head to ensure that any degree, course, license, or training outlined in this section will qualify for incentive pay. Advance approval shall also be sought concerning the associated costs (i.e., course fees, travel expenses, etc.) Any determination shall be based on departmental funding and job relatedness.

A denial shall not be subject to the grievance and arbitration procedure, but may be appealed to the City Manager for resolution.

Section 7: CALLBACK PAY

Callbacks are defined as when an employee is required to return to work after the completion of his shift, while off-duty, on vacation, or on personal leave. Prior notification (minimum 24 hours notice) of mandatory overtime shall negate the payment of callback hours.

All employees shall receive two (2) hours compensation per shift, plus all time worked, for the first callback per shift. Employees shall be paid for actual time worked for subsequent callbacks on the same shift, in accordance with City overtime provisions. Employees shall not receive callback pay when they are required to remain on duty. Employees are eligible for callback pay once every 24 hours.

Section 8: STAND-BY PAY

Stand-by status is defined as when an employee is required to carry a pager or other device and be available to return to work within forty-five (45) minutes or less of notice. The employee will be paid one and one-half (1.5) hours additional regular compensation per day for stand-by status. The employee shall be physically fit for duty twenty-four (24) hours per day during his stand-by duty.

Section 9: ON-CALL PAY

On-call status is defined as when an employee is scheduled for a period of time (e.g., one week) to be available to respond to calls after the end of his shift. The employee must be on-site within forty-five (45) minutes or less. The employee will be paid one and one half (1.5) hours additional regular compensation per day for on-call status. The employee shall be physically fit for duty twenty-four (24) hours per day during his on-call status.

Section 10: OFF-PEAK DIFFERENTIAL PAY

Employees shall receive an additional fifty cents (\$.50) per hour compensation for all hours worked between 11:00 p.m. and 7:00 a.m.

Section 11: SEVERANCE PAY

Employees shall not be eligible to receive severance pay upon separation from the service of the City.

Section 12: PRE-PAID REQUIRED COURSE/TRAINING WORK

If an employee is required as part of his/her job to take either a correspondence course or attend classes, the employee's department shall pay 100% of the cost. Payment shall be made at the

time the employee enrolls in the program. All required courses shall first be approved by the employee's Department Head or Designee as appropriate.

Section 13: REIMBURSEABLE/PAYABLE CERTIFICATION LICENSING FEES

To be eligible for licensing fee reimbursement/payment, the following guidelines must be met:

1. The license requirement must be a prerequisite by the State of Florida for an employee to maintain his/her professional, skilled craft or technical status to perform his/her job duties and responsibilities.
2. The department for which the employee works shall provide funding for licensing fee reimbursement/payment.
3. A licensing fee may be paid directly by the CITY for the employee, provided the employee submits his/her application in sufficient time to allow for approval and processing of payment to the appropriate licensing agency. The CITY shall not be responsible for any penalty or other fee, which may be assessed due to a late payment of the licensing fee.

Section: CELLULAR PHONE ALLOWANCE

The City and the Association jointly agree to a pilot cellular phone "swap" program for fiscal year 2012-13, whereby employees may request to exchange their city-issued cellular phone for a monthly \$50 cellular phone allowance. Effective November 26, 2012 through December 18, 2012, employees with city-issued cellular phones may submit a written request to their respective Department Head to participate in the program. In the event a timely request is approved, the employee shall receive the allowance beginning January 2013. A denied request shall not be subject to the grievance procedure, but the employee will nonetheless be provided a reason for the denial.

During the term of this pilot program (January – September 2013), the parties acknowledge that the cellular phone allowance is not a benefit or entitlement and, as such, may be withdrawn by the City at any time, provided thirty (30) days notice is provided to the affected employee(s).

All cellular phone allowances provided to employees shall be in accordance with the foregoing.

Section 14: METHOD OF PAYMENT OF COMPENSATION

Employees will be paid bi-weekly for all the time employees have worked during the past pay period. Employees' payroll stub itemizes deductions made from employees' gross earnings. By law, the City is required to make deductions for Social Security, federal income tax, and any other appropriate taxes. These required deductions also may include any court-ordered deductions.

Section 15: DURATION

This article shall be in effect for a period of three years, commencing October 1, 2010 and expiring September 30, 2013 except for the reopeners detailed herein. Employees shall not be eligible for any wage increase, wage adjustment or incentive increase on or after October 1, 2013, except as re-negotiated and ratified by the parties.

ARTICLE 12: INSURANCE PROGRAMS

All eligible newly-hired employees can participate in City-provided benefit programs on the first day of the month following ninety (90) days of continuous employment. Pension plans may have other length of employment requirements. Under these programs, eligible employees can receive comprehensive health and other insurance for themselves and their families, as well as other benefits.

Upon becoming eligible to participate in these plans, employees will receive summary plan descriptions (SPDs) describing the benefits in greater detail.

Section 1: The following benefits are available to eligible employees as indicated:

- Medical Insurance Plan
- Vision Care Plan
- Dental Insurance Plan
- Prescription Drug Plan
- Short-/Long-Term Disability Insurance
- \$50,000 Group A.D.&D. Insurance
- \$50,000 Group Term Life Insurance
- Uniforms and Maintenance
- ** Credit Union Membership
- *Employee Assistance Program
- ** Met Life Insurance
- ** AFLAC Policies
- + American Fidelity Insurance Policies
- ** Prepaid Legal Plan
- + American Public Insurance Policy

* F/T and P/T Employees

** F/T and P/T Employees- pay all costs through payroll deduction

+ F/T employees only - pay all costs through payroll deduction

No Symbol: F/T Employees Only

2: Employee Health Contributions and Co-payments.

~~Each annum, or during a special enrollment period, bargaining unit members may select one (1) of the three (3) available health plans— Plan A, Plan B or Plan C. Bargaining unit members shall contribute, on a monthly basis, the following for health coverage:~~

Effective December 20, 2012, employees shall contribute, on a monthly basis, the following for health coverage:

Tiers	Monthly Contribution		
	Plan A	Plan B	Plan C
Employee only	\$52.50 \$40.00	\$36.76	\$0
Employee plus child(ren)	\$95.66 \$139.00	\$66.96	\$38.26
Employee plus spouse	\$129.16 \$189.00	\$90.42	\$51.66
Employee plus full family	\$181.78 \$241.00	\$127.26	\$72.72

A summary of benefits, including applicable copayments, co-insurance, deductibles, and other costs related to the Plan A, Plan B and Plan C is are detailed in a summary of benefits spreadsheet, which may be obtained from the Human Resources department.

The City agrees to continue to pay employees' health insurance benefit premiums if the employee is permanently disabled as a result of a job-related injury. The City reserves the right, at its expense, to have any employee applying for this benefit examined by a physician selected by the City. Furthermore, if the employee is killed in the line of duty, the City shall continue to provide health insurance benefits to the employee's spouse and/or dependent children as long as they meet eligibility requirements and applicable contribution amounts are paid.

Section 2: LONG-TERM AND SHORT TERM DISABILITY BENEFITS

Full time employees are eligible to participate in the City's Disability plans, subject to all terms and conditions of the agreement between the City and the insurance carrier.

This is solely a monetary benefit and not a leave of absence entitlement. Employees who will be out of work must also request a formal leave of absence. Payment for disability leave for all bargaining unit employees shall be in accordance with applicable provisions of Chapter 440, Florida Statutes and under applicable City policies and procedures.