



# CITY OF PORT ST. LUCIE

COUNCIL ITEM 13D  
DATE 11/19/12

CITY ATTORNEY

MEMORANDUM

**RECEIVED**

NOV 13 2012

TO: GREGORY J. ORAVEC, CITY MANAGER

THRU: ROGER G. ORR, CITY ATTORNEY 

FROM: MILTON R. COLLINS, ASSISTANT CITY ATTORNEY 

DATE: NOVEMBER 13, 2012

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

City Manager's Office

Pursuant to your request, attached are the *tentative* reopener articles, effective October 1, 2012 through September 30, 2013, agreed to 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 these articles went through a series of proposed changes, but ultimately resulted in the attached.

The following synthesizes the agreed upon terms.

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

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

**Article 11, 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 professional 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 (Professional)

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**CITY OF PORT ST. LUCIE, FLORIDA**

**AND**

**THE GOVERNMENT SUPERVISORS ASSOCIATION OF FLORIDA**

**OPEIU, LOCAL 100**

**PROFESSIONAL EMPLOYEES UNIT**

## **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, or was promoted to his/her current position.

### **Section 4: Eligibility for Annual Increases (Performance Evaluations and COLA)**

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.

An employee who receives a rating of “Does Not Meet Requirements” only receives the approved COLA increase upon his/her classification date and shall be re-evaluated in thirty (30), sixty (60) and ninety (90) day intervals. At the end of the 90-day period, if the employee achieves a rating of "Meets Requirements," he will receive any approved merit increase, effective upon the date of the 90-day evaluation. Supervisors are responsible for accurate and prompt submission of employee performance reviews. The Human Resources Department will notify department heads if an evaluation is not timely received.

Employees may receive a salary increase pursuant to amendments to the existing salary plan or upon the adoption of a new salary plan. No salary increase will be approved during the employee's probationary period except in the case of an amendment to the salary plan.

For the duration of the wage freeze, the above section is not applicable and, thus, has no force and effect.

#### **Section 5: Incentive Pay**

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 August 1, 2011, but no earlier than July 1, 2011. Once either party gives written notice of its desire to reopen Article 10, Section 5, the parties shall commence bargaining on or before August 1, 2011.

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.

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 6: PAY PLAN REVIEW AND ADJUSTMENTS**

Effective October 1<sup>st</sup> 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*.

## **Section 7: ANNUAL INCREASES**

As a result of the financial crises and its continuing and drastic economic effects, and as a result of a serious budgetary reduction in the City's property valuation, the Association and its members have agreed to the following:

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 1 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 8: SEVERANCE PAY**

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

## **Section 9: 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 10: 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 11: 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 12: DURATION**

This article shall be in effect for a period of three years, commencing May 23, 2011 and expiring September 30, 2013 except for the reopeners detailed herein. Bargaining unit members 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 11: 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

### Section 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	<del>\$52.50</del> <u>\$40.00</u>	<del>\$36.76</del>	<del>\$0</del>
Employee plus child(ren)	<del>\$95.66</del> <u>\$139.00</u>	<del>\$66.96</del>	<del>\$38.26</del>
Employee plus spouse	<del>\$129.16</del> <u>\$189.00</u>	<del>\$90.42</del>	<del>\$51.66</del>
Employee plus full family	<del>\$181.78</del> <u>\$241.00</u>	<del>\$127.26</del>	<del>\$72.72</del>

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 3: 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.

**Section 4: Health Insurance Review Committee.**

No later than October 1, 2011, the City shall create a Health Insurance Review Committee to examine the costs associated with the provision of health insurance. A representative chosen by the Association shall serve as a committee member.