

Memorandum of Understanding
between
The City of St. Petersburg
and
The Florida Public Services Union (FPSU/SEIU)
Professionals Bargaining Unit

Article 9 – Basic Work Week and Overtime

9.1 The basic work week for all full-time employees covered by this Agreement shall be forty (40) hours unless otherwise specified or scheduled by management to meet operational requirements. Department management shall determine the work hours best suited to meet such operational requirements and provide superior service to the community. Nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours worked per week.

9.2 The basic work week of forty (40) hours for full-time employees shall be from Monday through Friday of each week unless otherwise specified or scheduled by management to meet operational requirements. If management determines it necessary to change the Monday through Friday schedule the basic work week of forty (40) hours shall be scheduled within a five (5) day period. Should a significant segment of the bargaining unit be affected by such change, the Employer shall provide the Union with the most notice possible.

9.3 Non-Exempt Professional Employees

- A. This Section shall apply to employees who are eligible for overtime as set forth in the Fair Labor Standards Act. For these non-exempt employees all authorized and approved work performed in excess of forty (40) hours in one (1) work week shall be considered as overtime and shall be paid at the overtime rate of one and one-half (1 ½) times the employee's regular hourly rate of pay. No employee shall suffer any reduction in their scheduled hours of work to preclude the payment of overtime.
- B. Such employees shall also be allowed to accrue and use compensatory time in lieu of pay for overtime hours worked with prior approval of their supervisor. Employees shall not be forced to accept compensatory time in lieu of paid overtime. An employee who works overtime may with prior approval take compensatory time off on an hour-for-hour basis during the week in which the overtime hours were worked. If said time is not taken off in the same work week compensatory time will accrue at time and one-half for each hour worked over forty (40) hours, i.e. one and one-half (1 ½) hours for each hour worked over forty (40) hours.

Accrued compensatory time balances may not exceed forty (40) hours. Compensatory time that would cause an employee to accrue more than forty (40) hours shall be paid out to the employee. Compensatory time shall also be paid out after ninety (90)-calendar days from the pay period in which such accrual occurred. Compensatory time off shall be requested and approved in advance.

- C. An employee shall be required to work overtime when assigned unless excused by management. An employee who wishes an excusal from overtime assignments shall submit a written request to his/her immediate supervisor. If approved such request shall remain in force until rescinded in writing by the employee, unless operational requirements necessitate that said employee must work overtime. Such excusals from overtime shall be granted only if requisite assignments can be completed in a timely manner.

9.4 Exempt Professional Employees

This Section pertains to employees who are exempt from overtime as set forth in the Fair Labor Standards Act. Exempt employees, who are authorized to and work more than forty (40) hours in one week, shall be eligible to accrue and use compensatory time on an hour for hour basis. Accrued compensatory time balances may not exceed eighty (80) hours and shall be used within ~~one hundred eighty (180) calendar days~~ **twenty-six (26) pay periods** unless otherwise authorized in writing by the department director due to operational requirements. **The City's payroll system will automatically cap compensatory time accruals at eighty (80) hours and subtract unused hours upon expiration.** Compensatory time off shall be requested and approved in advance.

9.5 Overtime Computation and Rotation

- A. For overtime computation purposes absences from duty shall not be considered as time worked, with the exception that holiday hours shall be included in such computation.
- B. Overtime hours, i.e. hours worked over forty (40) hours in a work week, regardless of whether the employee is entitled to overtime pay or not, shall be distributed fairly and equitably among full-time employees in specific departments and job classifications as much as the character of such work allows. Although temporary inequities in overtime distribution may occur, nothing in this Section shall be construed as relieving department management from the stated intent to distribute overtime fairly and equitably over time. Department management shall maintain overtime records and provide such records to the Union.
- C. The Employer and Union agree to assess the impact, financial and otherwise, of the inclusion of both exempt and non-exempt personnel within the same bargaining unit and to continue discussions regarding the fair and equitable distribution of work for employees in the unit.

9.6 Call Back Pay

Call back pay is provided to compensate a full-time employee who is required to return to work after completion of their regularly assigned shift. Eligibility and other provisions regarding Call Back pay shall be in accordance with the City's Rules and Regulations of the Personnel Management System.

9.7 Standby Time

In order to provide coverage for services during off-duty hours it may be necessary to assign an employee to standby duty. A standby assignment is made by a supervisor who requires an employee to be available for work in the event an urgent situation arises on the employee's off duty time which may include nights, weekends, or holidays. Employees assigned to stand by duty shall be required to respond to a return to work notice unless excused by supervision. Employees assigned to standby duty shall be paid in accordance with the City's Rules and Regulations of the Personnel Management System.

For the City

Charles Alexander Jr.	Date
Labor Relations Manager	

For the Union

Print Name and Sign	Date
FPSU/SEIU Steward	

Print Name and Sign	Date
FPSU/SEIU Steward	

Print Name and Sign	Date
FPSU/SEIU Steward	