

Memorandum of Understanding
between
The City of St. Petersburg
and
The Florida Public Services Union (FPSU/SEIU)
Blue and White Collar Bargaining Units

RE: Amendment to Article 9 – Basic Work Week and Overtime

9.1 The basic work week for all full-time employees covered by this labor agreement shall consist of forty (40) hours unless otherwise specified or scheduled by Management to meet particular requirements of individual Departments, Divisions or Sections of a Department. Individual Departmental Management shall establish the basic work week and hours of work best suited to meet the needs of the Department and provide superior service to the community. Nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours to be 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 specified or scheduled by Management to meet particular requirements of individual Departments, Divisions or Sections of a Department. When Management deems it necessary, work schedules may be established other than the basic Monday through Friday schedule, provided that the basic work week of forty (40) hours is scheduled within five (5) days. In this connection if a major segment of either Bargaining Unit is affected, Management will notify the Union as far in advance as possible.

9.3 All authorized and approved work performed in excess of forty (40) hours in any one 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, as required by the Fair Labor Standards Act. No employee shall suffer any reduction in normal, scheduled hours of work to preclude the payment of overtime. Employees represented by these Bargaining Units shall be permitted to accrue and utilize compensatory time in lieu of being paid for overtime hours worked with the approval of their supervisor. Employees will not be forced to accept compensatory time in lieu of being paid overtime. If an employee is scheduled to work overtime, the employee may, with the approval of the supervisor, take time off on an hour-for-hour basis during the week in which overtime hours would otherwise have been worked. If the time is not taken off in that same work week, compensatory time will accrue at time and one-half for each hour worked over forty (40) hours (i.e. 1 ½ hours for each hour worked over forty (40) hours). Accrued compensatory time should be taken no later than ~~three (3) months~~ **seven (7) pay periods** after it is earned. Accrued compensatory time balances ~~may not exceed~~ **shall be capped at** forty (40) hours. Compensatory time ~~**not taken within** that exceeds forty (40) hours or has been banked more than three (3) months~~ **seven (7) pay periods** from the date of accrual shall be paid out to the employee in the next regular pay period. Compensatory time off should be requested in advance of the time to be taken off work.

9.4 For purposes of overtime computation, annual leave, illness leave, bereavement leave, jury duty, annual military leave and other absences from duty on active pay status shall not be

considered as time worked, with the exception that holiday hours shall count towards the computation of overtime.

9.5 Employees shall be required to work overtime when assigned unless excused by supervision. In the event any employee in the Unit is assigned to work approved overtime, the employee will not be required to use annual leave nor be placed in a "leave without pay" status during the basic work week in order to compensate or offset the overtime hours worked or to be worked.

An employee desiring to be excused from overtime work assignments for good and sufficient reasons shall submit, in writing, a request to the immediate supervisor. The written request, if approved, shall remain in force until rescinded in writing by the employee to an immediate supervisor or until it becomes required and necessary to assign and schedule this employee to overtime work.

At the time overtime work is required and necessary, the work shall be performed by employees who have not requested, in writing, to be excused from such assignment.

In the event overtime work is required and the Department, Division or Section cannot schedule the required numbers of employees, then those employees who have approved requests on file excusing them from overtime work shall be assigned and required to work such overtime.

9.6 Overtime work will be distributed equitably among full-time employees in their particular job classification, in their organization units (i.e., major shop areas, department, shift, section, etc.), as far as the character of the work permits. Although temporary imbalances in the distribution of overtime may occur, nothing in this Section shall be construed as alleviating the continuing intent of Departmental Management to distribute overtime fairly and equitably over an extended period of time. Departmental Management will maintain overtime records and will make such information available to a Union representative.

9.7 When an employee is assigned to work overtime, as distinguished from a call back, in excess of five (5) hours before or after regular shift hours, the immediate supervisor will schedule a paid lunch period during the overtime assignment unless the employee's overtime work assignment requires constant attention or availability or, if the employee does not desire a lunch period.

9.8 This Section applies exclusively to the Blue Collar Collective Bargaining Unit only. The terms within this Section are not applicable to any members of the White Collar Collective Bargaining Unit by intent or practice. It is not the intention of the City to have supervisory or managerial employees perform Blue Collar Bargaining Unit work. Bargaining Unit work will not be assigned to the aforementioned employees except for the following:

- A. Emergency situations where regular employees are not immediately available for assignment and where the assignment would not extend past a reasonable period of time.
- B. Training, instruction, testing, or demonstration of current or new work projects, systems, or equipment.

This Memorandum of Understanding shall be effective on the first day of the pay period following its execution by the duly authorized representatives of the parties.

City Representative:

_____ Charles Alexander Jr. Labor Relations Manager	_____ Date
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Union Representatives:

_____ Print Name and Sign FPSU/SEIU Steward	_____ Date
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_____ Print Name and Sign FPSU/SEIU Steward	_____ Date
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_____ Print Name and Sign FPSU/SEIU Steward	_____ Date
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