

**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 9.10 – Standby Time

9.10 Standby Time

- A. In order to provide coverage for services during off-duty hours, it may be necessary to assign and schedule employees to standby duty. A standby duty assignment is made by a supervisor who requires an employee to be available for work due to an urgent situation on off duty time which may include nights, weekends, or holidays. Employees shall be required to be on standby duty when assigned unless excused by supervision.
- B. Employees assigned to standby duty by their supervisor are guaranteed standby pay of **one quarter of an hour (.25)** ~~one (1) hour of pay~~ at their regular straight time hourly rate for each ~~four (4) hour~~ **one hour** increment of standby time assigned and scheduled. Standby time shall not count as hours worked for the purpose of computing overtime pay.
- C. Employees while on standby duty when called to work will, in addition to the standby pay of **one quarter of an hour (.25)** ~~one (1) hour~~ for each ~~four (4) hours~~ **one hour** assigned, be paid for the actual time worked with a minimum guarantee of one (1) hour's pay for each call to work. For pay purposes, actual time worked starts at the time of notice and ends when the employee returns home. In the event any employee who is on standby duty fails to respond to a call to work, the employee will forfeit the standby pay and may be subject to possible disciplinary measures as provided in the Code of Conduct Rules.
- D. Employees shall not be assigned to standby duty if excused in advance by Management. In the event Management cannot schedule the required number of employees for standby duty then employees shall be assigned by Management.

9.11 Employees will normally have a scheduled paid or non-paid lunch period and paid breaks according to the City's Rules and Regulations.

Nothing in this Section shall prohibit an employee from taking an unpaid lunch period away from the work location.

In the event an employee is required by Management to forego a scheduled non-paid lunch period, and the lunch period is not rescheduled later in the shift, the missed lunch period shall be added to the hours worked for the week for the determination of overtime to be paid.

The provisions of this Section pertaining to missed lunch periods shall not apply to employees who are normally paid for their lunch period and/or assigned to a continuous shift of work or are on a task assignment basis.

9.12 Nothing contained in this Agreement shall be interpreted as requiring a duplication or a pyramiding of premium payments involving the same hours worked.

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.	Date
Labor Relations Manager	

Union Representatives:

Print Name and Sign	Date
FPSU/SEIU Steward	

Print Name and Sign	Date
FPSU/SEIU Steward	

Print Name and Sign	Date
FPSU/SEIU Steward	