City of North Port

4970 CITY HALL BLVD
NORTH PORT, FL 34286

Legislation Details (With Text)

File #:	18-070	**Version:**	1	**Name:**	
Type:	General Business			**Status:**	Passed
File created:	1/30/2018			**In control:**	City Commission Regular Meeting
On agenda:	2/13/2018			**Final action:**	2/13/2018
Title:	Approval of a Collective Bargaining Agreement between the American Federation of State, County and Municipal employees (AFSCME) and the City of North Port for the period of October 1, 2017 through September 30, 2020.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	1. Signed Tentatively Agreed Articles, 2. AFSCME Contract 10-01-17 to 09-30-20 Legislative Format, 3. Estimated Financial Impact				

Date	Ver.	Action By	Action	Result
2/13/2018	1	City Commission Regular Meeting	approved	Pass

TO: Honorable Mayor & Members of the North Port Commission

FROM: Peter Lear, City Manager

TITLE: Approval of a Collective Bargaining Agreement between the American Federation of State, County and Municipal employees (AFSCME) and the City of North Port for the period of October 1, 2017 through September 30, 2020.

Recommended Action

Approve the Collective Bargaining Agreement between the American Federation of State, County and Municipal Employees (AFSCME) and the City of North Port for the period of October 1, 2017 through September 30, 2020.

Background Information

In December of 2017, City staff began negotiations with AFSCME representatives for a successor collective bargaining agreement. After two negotiations sessions, counter-proposal and compromise, the parties reached tentative agreement on a successor agreement on January 11, 2018. The duration of the new agreement is October 1, 2017 to September 30, 2020. The Union held a vote on the agreement on January 25, 2018. The City was subsequently notified that the Union had ratified the agreement.

Highlights of the collective bargaining agreement are as follows:

- Article 9, Filling Positions - Department Directors have discretion to interview employees not meeting the minimum qualifications for purpose of career development.
- Article 13, Employment Performance Evaluations - Management and Union will work together concerning the criteria of performance evaluations should management make changes. The performance evaluation will be used to determine whether an employee qualifies for a merit increase in pay. An employee must achieve a Proficient rating or higher to receive the merit pay increase. Employees who fail to achieve a Proficient on their performance

evaluation will be placed on a performance improvement plan (PIP).

- Article 21, Safety Shoes/Uniforms - In year two and three of the agreement, City will pay $180 for the purchase of safety shoes/boots/cleaning supplies for uniforms or clothing in two separate equal installments in December and June. City will regularly monitor uniform needs and work with union members on this topic during labor management meetings.

- Article 26, Hours of Work and Overtime - Compensation required for on call travel shall be thirty minutes of straight time pay. Employees called into work during a declared emergency shall be compensated at the rate of one and one-half times the employee's regular rate of pay if nonessential personnel are not required to work and get paid.

- Article 28, Annual/Bereavement Leave - All full time regular employees will be granted an additional personal leave day (which will be deducted from sick leave) making a total of three days pursuant to the City rules concerning Personal Leave.

- Article 29, Sick Leave - If the City adopts a new citywide sick leave buy back program, members of the bargaining unit will be eligible to participate.

- Article 32, Wages - Establishes the following wage adjustments

  - ✓ Year 1 - 1.5 % on base; 1.5% in a lump sum payment if at the maximum of their respective pay grade, effective October 1, 2017 and 1.5% salary adjustment upon receiving a Proficient or higher rating on their performance evaluation. Bargaining unit members at the maximum of their respective pay grade shall receive the 1.5% adjustment in a lump sum payment.

  - ✓ Year 2 - 1.5 % on base; 1.5% in a lump sum payment if at the maximum of their respective pay grade, effective October 1, 2018 and 1.5% salary adjustment upon receiving a Proficient or higher rating on their performance evaluation. Bargaining unit members at the maximum of their respective pay grade shall receive the 1.5% adjustment in a lump sum payment.

  - ✓ Year 3 - 1.5 % on base; 1.5% in a lump sum payment if at the maximum of their respective pay grade, effective October 1, 2019 and 1.5% salary adjustment upon receiving a Proficient or higher rating on their performance evaluation. Bargaining unit members at the maximum of their respective pay grade shall receive the 1.5% adjustment in a lump sum payment

  - ✓ Reopener - In FY 2019/20, both the City and the Union have the right to reopen two articles each. These articles cannot be Wages.

  - ✓ City will recognize 22 Automotive Service of Excellence (ASE) Certifications to include A3: Automobile: Manual Drive Train and Axles. Upon ratification employees can receive a maximum 8 Automotive Service Excellence (ASE) certification pays per year - not cumulative (current employees grandfathered no additional). Starting October 1, 2018, each eligible ASE will be compensated $.25 per hour at a maximum of 8 certifications to be paid in any single fiscal year.

  - ✓ In lieu of Specialty Pay, water/wastewater employees who receive the next higher state license will be promoted on the next pay period.

  - ✓ All employees in the bargaining unit shall be eligible for participation in the longevity pay incentive program, pursuant to the rules enacted by the City Commission.

  Staff recommends approval.

Strategic Plan

Financially Responsible City Providing Quality Municipal Services

Financial Impact

Estimated cost for:

- FY17/18: $313,060
- FY18/19: $175,600
- FY19/20: $180,290

Attachments:

1. Signed Tentatively Agreed Articles
2. AFSCME Contract 10/01/17 to 9/30/20 Legislative Format
3. Estimated Financial Impact

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