



EXHIBIT "C"

MANAGEMENT DIRECTED POLICY POLICY #24-06md

Approved
3/29/24
[Signature]

TO: All PSL Employees

FROM: Jesus Merejo, City Manager

EFFECTIVE DATE: March 29, 2024

INITIATED BY: Finance Department

POLICY TITLE: Emergency Compensation Policy

PURPOSE STATEMENT

To provide direction to all departments regarding the proper calculation of employee pay during an Emergency Declaration.

DEFINITIONS

Emergency Declaration – a formal or explicit announcement by the City Manager or designee, indicating a time and date if/when City offices and departments will be closed for regular business.

Emergency Event – situation that poses an immediate risk to health, life, safety, property and/or environment.

Emergency Regular Pay – pay for employees who were scheduled to work but unable to work due to their facility closing from an Emergency Declaration. The pay code assigned for this type of pay will be paid as straight time. This pay does not count towards overtime.

Emergency Work Pay – pay for nonexempt & exempt employees that are assigned duties related to an Emergency Declaration. This pay shall be considered overtime pay.

Exempt – employees who are paid on a salary basis and qualify for overtime pay under this policy.

Mission Essential Projects – activities, duties, or tasks related to an emergency event as defined in this policy.

Nonexempt – employees who are paid on an hourly basis and qualify for overtime pay under this policy.

Project – a logical grouping of work required as a result of the Emergency Declaration.

State of Emergency – a situation in which the emergency response to an event exceeds or is likely to exceed local government resources.

Workday – scheduled number of hours an employee is required to work in a twenty-four (24) hour period.

Workweek – seven (7) day consecutive period commencing at 12:01 A.M. Saturday and ending at midnight Friday.

Work Schedule – the hours and days within a workweek that an employee is normally required to work.



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POLICY

1. Overview

In accordance with the Code of Ordinances, Chapter 98, State of Emergency Plan, the City Manager shall be authorized to declare a state of emergency. A state of emergency is declared when the emergency response to an event exceeds or is likely to exceed local government resources. An Emergency Declaration shall include a specific time and date if/when City offices and departments will be closed for regular business.

The City Manager, at his discretion, will determine when this policy is in effect. The City Manager will issue memos stating the start and end times of each Emergency Declaration.

The City Manager shall have the discretionary authority to modify this policy as conditions warrant. A memorandum recording the exercise of this authority shall be executed that specifies the extent to which any modification is approved.

This policy supersedes all previous policies governing emergency compensation for City employees. This policy document shall supersede any conflicts with applicable Collective Bargaining agreements and shall govern matters of employee compensation where such agreements are silent.

2. Compensation for Employees that DO NOT work during an Emergency Declaration

When the City Manager declares an emergency, and specifies the time City facilities will close, all employees scheduled to work, but unable to work due to closed facilities, shall receive **Emergency Regular Pay** for their entire shift up to a maximum of three days if the City facilities remain closed. Emergency Regular Pay only applies to employees who are scheduled to work at the time of the Declaration. The pay code assigned for this type of pay will be paid as straight time.

Employees not scheduled to work during this period are not subject to receive Emergency Regular Pay.

All non-exempt and exempt employees receive Emergency Regular Pay not to exceed the hours worked during their normal shift, for a maximum of three (3) days, if the City Manager keeps City offices and departments closed. If City offices and departments are closed for more than three (3) days, employees shall be eligible to use vacation time, personal time, compensatory time, or unpaid leave until the City offices and departments reopen.



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Employees that are on a scheduled vacation or on a pre-approved leave (Leave of Absence, Medical Leave, etc.) when the City Manager officially closes City offices and departments shall be required to use their approved leave and will not be eligible for additional Emergency Regular Pay for the time that the City offices and departments are closed, unless their vacation or leave is cancelled by their Department Head or designee.

3. Emergency Compensation for Employees that are assigned to work during an Emergency Declaration

A.) **Emergency Work Pay** – Pay given to nonexempt & exempt employees who work emergency-related duties during a Declared Emergency when City facilities are closed shall be compensated two (2) times their regular hourly wage for all time worked regardless of when the pay period starts or ends. Time worked on mission essential projects, for exempt and non-exempt employees, during a Declared Emergency is considered to be overtime pay.

- Scenario nonexempt or exempt employee working: – Declared Emergency starts Mon @ 1 p.m. – Mon @ 5 p.m. – (Employee is scheduled to work Monday from 8 a.m. to 5 p.m.) **Regular pay** (paid at straight time) from 8 a.m. to 1 p.m. and **"Emergency Work Pay"** (paid at 2 times reg hourly rate) from 1 p.m. to 5 p.m.

4. Additional Provisions

Employees engaged in response and recovery operations following a civil emergency may expect to work additional hours over their normal shifts, seven (7) days a week, as determined by their department head or designee. Employees should expect to perform tasks that are uncharacteristic to their day-to-day duties.

Employees do not have a right to refuse work. The refusal of any employee to acknowledge or work any assignment during a civil emergency shall be grounds for disciplinary action, up to and including dismissal.

5. Stand-by status

Stand-by status is an assignment made by a Department Head or designee which requires an employee to be available for work on off-duty time which may include nights, weekends, or holidays.

Designated employees may be placed on "Stand-by" status prior to the onset of and during an Emergency Declaration. Employees on Stand-by status are required to carry a communication



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device and be available to return to work. Stand-by hours are compensable as additional hours and do not count towards overtime.

All union employees shall receive stand-by pay in accordance with their collective bargaining agreements. The employee shall be physically fit for duty twenty-four (24) hours per day.

6. **Shift Differential**

All union employees shall receive shift differential in accordance with their collective bargaining agreements.

7. **Call Back**

All union employees shall receive call back pay in accordance with their collective bargaining agreements.

8. **Re-assigned Employees**

Employees should expect to perform tasks that are uncharacteristic to their day-to-day activities. The employee will be compensated at their normal pay rate for the duration of the re-assignment and not at the payrate of the position they are performing services for.

9. **Backfill Employees**

Employees may be required to perform the normal duties of another employee that is responding to an emergency event. The employee will be compensated at their normal rate for the duration of the backfill.

10. **City-Recognized Holiday during an Emergency Declaration**

A.) If a City-recognized holiday falls during an Emergency Declaration when facilities are closed, employees who are assigned to work, but are at home due to the Emergency Declaration, shall receive Holiday Pay, at their regular rate of pay equal to one shift. Employees will not receive Emergency Regular Pay.

B.) If a City-recognized holiday falls during an Emergency Declaration when facilities are closed, employees who are working shall receive one (1) personal day equal to one shift which shall be used before December 31st of the current year, in addition to Emergency Work Pay.

2021



PERSONNEL HANDBOOK RULES & REGULATIONS

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The Personnel Rules & Regulations have been updated by HR and consolidated into one comprehensive rule book. The rule book was approved & adopted by City Council, via Ordinance 21-51, on June 14, 2021.

SECTION 10: HOLIDAYS

10.1 DAYS OBSERVED

If the Collective Bargaining Agreement ("CBA") language conflicts with this section, then the CBA language shall prevail as to those employees governed by the CBA.

- A. The City currently observes the following holidays, as well as any other days declared by the City Council. These holidays are paid to all classified and probationary City employees scheduled to work on such days:
- B. When a City-observed holiday falls on a Saturday, the preceding Friday shall be observed as the official holiday. When a City-observed holiday falls on a Sunday, the following Monday shall be observed as the official holiday.

Holiday	Date
New Year's Day	Jan. 1
Martin Luther King Day	Third Monday in Jan.
President's Day	Third Monday in Feb.
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in Sept.
Veterans' Day	Nov. 11
Thanksgiving Day	Fourth Thursday of Nov.
Day after Thanksgiving	Friday after Thanksgiving
Christmas Eve	Dec. 24
Christmas Day	Dec. 25
New Year's Eve	Dec. 31

10.2 ELIGIBILITY FOR HOLIDAY PAY

- A. All City employees are eligible to receive up to the hours of their scheduled shift (e.g. 8, 10, or 12 hours) holiday pay, at straight time rates. Part-time employees shall receive holiday pay based upon the scheduled number of hours for their position.
- B. Temporary employees shall not be paid for holidays, unless approved by the Human Resources Department.

10.3 EMPLOYEES REQUIRED TO WORK ON HOLIDAYS

If a non-exempt employee works on a City-observed holiday, the employee will be paid time and one-half (1.5) their regular rate for all hours worked, and receive their normal holiday compensation at straight time.

10.4 HOLIDAY ON A WORKER'S DAY OFF

When a City-observed holiday and an employee's day off coincide, the employee will be granted another day off, have their vacation leave credited the hours of the employee's scheduled shift (e.g. 8; 10; or 12 hours), or receive compensation for the amount of hours of the employee's scheduled shift, at the discretion of the Department Head, or designee.

10.5 HOLIDAY ON LEAVE DAY

- A. When a City-observed holiday falls within a period of paid leave, the holiday will not be counted as a workday in computing the amount of leave debited.
- B. When a City-observed holiday falls within a period of an unpaid leave of absence, the employee will not be paid for the City-observed holiday.

- D. A change in an employee's position classification as a result of a position audit.
- E. Other reasons as approved by the City Council and authorized by the City Manager.
- F. Supervisors are responsible for accurate and prompt submission of employee performance reports.

12.13 OVERTIME

If the Collective Bargaining Agreement ("CBA") language conflicts with this section, then the CBA language shall prevail as to those employees governed by the CBA.

- A. Department Heads or their authorized designees should arrange work schedules in such a way that overtime is not required, except in emergency situations. Emergency situations are defined as:
 - 1. When an established duty site must be covered, and an employee is not available to cover that site on a given shift;
 - 2. When danger to the life, health, or well-being of the public, employees, or other persons could occur if an employee is not required to be on duty or where danger to property is imminent; and
 - 3. Other situations where the Department Head, or designee, determines the responsibilities prescribed for the department cannot be reasonably planned in advance and accomplished unless overtime work is authorized. In such cases, a Department Head or designee may prescribe reasonable periods of overtime in order to meet operational needs.
- B. All non-exempt employees are paid for authorized overtime at a rate of one and one-half (1-1/2) times their regular rate, for all hours worked over forty (40), during a seven (7) day consecutive period (work week).
- C. Sworn police officers may have an overtime threshold greater than forty (40) hours in a seven (7) day period.
- D. Exempt employees do not receive payment for overtime hours.
- E. Sick leave, conference leave, and paid leaves of absence (except for annual leave and paid holidays) are not used to compute overtime.
- F. All employees must receive authorization from their Department Head or supervisor before working overtime hours.
- G. Department Heads and supervisors should attempt to notify employees of overtime hours, schedule changes, and work outside the normal schedule as far in advance as practical. Failure by employees to comply with such schedule changes, work overtime hours, or work outside the normally scheduled hours may result in disciplinary action. However, if the CBA language conflicts with this provision then the CBA language shall control as to those governed by the CBA.

12.14 CALL-BACK PAY

If the Collective Bargaining Agreement ("CBA") language conflicts with this section, then the CBA language shall prevail as to those employees governed by the CBA.

- A. Non-exempt employees on a call back list required to return to work after the end of their shift will be paid a minimum of two (2) hours plus all time worked for the first call-back only. Employees will be compensated for time worked for subsequent call-backs.
- B. Call-back time will be used for the purpose of computing overtime hours.
- C. Each department shall solicit volunteers to be placed on a call-back list. If no volunteers are available, the department shall prepare the call-back list.

COLLECTIVE BARGAINING AGREEMENT BETWEEN

CITY OF PORT ST. LUCIE, FLORIDA

AND

THE FEDERATION OF PUBLIC EMPLOYEES, A DIVISION OF PUBLIC AND
PRIVATE EMPLOYEES, AFL-CIO

FOPE GENERAL EMPLOYEES

10/1/2022 - 9/30/2025

Ratified by the Bargaining Unit: September 7, 2022

Ratified by City Council: September 26, 2022

Section 3: Compensatory Time. All bargaining unit members will be eligible to accrue and use compensatory time. A bargaining unit member may accrue up to forty (40) hours of compensatory time. (e.g.: one hour of overtime in a 40/hr. week will relate to one and one-half hours of compensatory time). All compensatory time earned during the prior fiscal year will cease as of September 30 and will be paid as cash wages to the bargaining unit member on the first pay period of the new fiscal year. On October 1 of each fiscal year, all bargaining unit members' compensatory time balances shall return to zero hours. Upon resignation or other separation from City employment, a bargaining unit member shall be compensated for the balance of their accrued compensatory time.

Requests for use of compensatory time will be submitted to the appropriate supervisor forty eight (48) hours in advance of the requested time-off. Obviously, exigent circumstances may apply and that would waive the minimum forty eight (48) hour notice. Compensatory time will be charged in one (1) hour minimum increments.

Section 4: The City reserves the right to institute any procedure or system it deems appropriate to measure, record and/or verify attendance and duration of court appearances.

A. Court Appearances. All bargaining unit members shall be paid for all hours worked including travel time (with a minimum of two (2) hours) when required to appear in Court on a job-related case, including being a witness on a City related matter but not as a plaintiff in litigation against the City, during their scheduled off-duty hours. Any remuneration paid by the court, except for mileage (unless mileage was attributed to a City vehicle), shall be turned over to the City. If the bargaining unit member is released from court, he is required to return to duty. Court appearance shall be considered time worked and will apply towards overtime.

B. Jury Duty. Bargaining unit members shall be granted time off at their regular rate of pay when subpoenaed to court as a juror, provided the time for jury duty is during the bargaining unit member's scheduled workday. If the bargaining unit member is released from jury duty more than two (2) hours of the normal end of his scheduled workday, he is required to return to duty. If the bargaining unit member is released from jury duty less than two (2) hours from the normal end of their scheduled work shift they shall contact their immediate supervisor for determination to return to work. In order to receive compensation, the bargaining unit member must present a copy of the subpoena to his supervisor two (2) weeks in advance of the Jury Duty. Attendance at jury duty shall not result in loss of pay.

C. Management shall make a good faith effort to flex a bargaining unit member's schedule when said member is required to serve jury duty or make a court appearance.

Section 5: Call-backs are defined as when a bargaining unit member is required to return to work after the completion of his shift, while off-duty. Prior notification (minimum 24 hours' notice) of mandatory overtime shall negate the payment of call-back hours.

All bargaining unit members shall receive two (2) hours compensation per shift, plus all time worked, for the first call-back per shift. Bargaining unit members who are not scheduled to be on-

call shall be paid one (1) hour compensation plus all actual time worked for subsequent call-backs on the same shift, in accordance with City overtime provisions. Bargaining unit members shall not receive call-back pay when they are required to remain on duty.

Section 6: Stand-by status is defined as when a bargaining unit member is required to carry a communication device and be available to return to work within forty-five (45) minutes or less of notice. The bargaining unit member will be paid one and one-half (1.5) hours additional regular compensation per day for stand-by status. The bargaining unit member shall be physically fit for duty twenty-four (24) hours per day during his stand-by duty.

Section 7: On-call status is defined as when a bargaining unit member is scheduled for a period of time (e.g., one week) to be available to respond to calls after the end of his shift. The bargaining unit member must be on-site within forty-five (45) minutes. The bargaining unit member will be paid one and one half (1.5) hours additional regular compensation per day for on-call status. The bargaining unit member shall be physically fit for duty twenty-four (24) hours per day during his on-call status.

Section 8: Bargaining unit members shall receive an additional eighty-five (\$.85) cents per hour compensation for all hours worked between 11:00 p.m. and 7:00 a.m. and an additional sixty (\$.60) for all hours worked between 6:00 p.m. and 11:00 p.m.

Section 9: Other provisions, if any, regarding bargaining unit members' days and hours not in express conflict with this Article shall be governed by the City's Personnel Rules and Regulations.

Section 5: Holidays

A. The City will observe the following holidays:

New Year's Day	January 1
Martin Luther King, Jr. Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in Sept.
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in Nov. Fri.
Day after Thanksgiving	after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31

Or any day declared by the City as a holiday.

- B. When a holiday falls on a Saturday, the preceding Friday shall be observed as the official holiday. When a holiday falls on a Sunday, the following Monday shall be observed as the official holiday.
- C. All bargaining unit members shall receive holiday pay, at their regular rate of pay.
- D. If a bargaining unit member works on a City-recognized holiday, he shall be paid time and one-half (1.5) his regular rate for all hours worked and receive the normal holiday compensation up to the hours of their scheduled shift (e.g. 8, 10, or 12 hours).
- E. When a City-recognized holiday and a full time bargaining unit member's day off coincide, the bargaining unit member shall be granted another day off, have his vacation leave credited the hours of the employee's scheduled shift (e.g. 8; 10; or 12 hours), or receive compensation for the amount of hours of the employee's scheduled shift at their regular rate of pay, subject to the approval of the department head or his designee.
- F. When a holiday falls within a period of paid leave, the holiday shall not be counted as a workday in computing the amount of leave debited.
- G. When a holiday falls within a period of an unpaid leave of absence, the bargaining unit member shall not be paid for the holiday.