

Work Schedule Class Action Grievance (St. Petersburg & IAFF Local 747)

This is a matter of arbitration between the City of St. Petersburg, Florida, and St. Petersburg Association of Firefighters, IAFF Local 747, concerning a class action grievance filed by the Union on December 9, 2003. The grievance claims that the City's proposed unilateral changes in the employees' work schedule violates several provisions of the parties' collective bargaining agreement.

The hearing was held on February 5, 2004, in Conference Room 700 of the City of St. Petersburg Municipal Services Building. The parties stipulated they wanted to use an expedited process in this hearing. The parties introduced relevant testimony and evidence and offered oral summations at the end of the hearing. No post-hearing briefs were offered, but the parties did provide case citations to support their arguments. It was agreed that the arbitrator would issue his award by Monday, February 9, 2004.

The subject grievance resulted from a notice by the Fire Chief that the shift schedules for A, B & C shifts would be changed on February 25, 2004. The reason for these shift rotation changes was to correct an inequity in the current system that resulted in B shift working on Christmas two times every four years. A and C shifts were only required to work on Christmas once every four years. Fire Suppression employees are scheduled to work 24 hours on duty and 48 hours off duty. Every fourteenth shift will be scheduled time off. This shift is referred to as an "R day" and in other fire departments is sometimes referred to as a "Kelly day." The reason for this scheduled off day is to minimize overtime pay as prescribed under the Fair Labor Standards Act. The CBA does not provide any right for employees to bump from one shift to another. This factor along with leap year results in members of B shift working twice as many Christmas days as the other two shifts.

The Union argues that management's proposed shift schedule change on February 25, 2004, violates Article 22, Work Week and Overtime, as well as articles dealing with sick leave, annual leave, and Article 11, Miscellaneous Provisions.

The City argues that they have the right to unilaterally make these shift changes under the terms of the Management Rights article which states the employer retains the rights:

- "E. To manage and direct the employees of the City.
- F. To hire, examine, classify, promote, train, transfer, assign, schedule, and retain employees in positions with the City."

They argue that Article 22, Work Week and Overtime, provides that, "Management will consult with the Union a minimum of thirty (30) calendar days prior to the implementation of any new work schedule." The City argues they have consulted with the Union on these proposed shift changes and felt there was agreement by the Union and bargaining unit members that this was a fair way to adjust this inequity.