

MEMORANDUM

Date: October 29, 2013

TO: Town Commission
FROM: Dave Bullock, Town Manager
SUBJECT: Police Benevolent Association (PBA) Collective Bargaining Agreement (CBA) Ratification

On October 16, 2013 the Police Benevolent Association (PBA) and the Town reached tentative agreement on a Collective Bargaining Agreement (CBA) for the three year period ending September 30, 2016. The contract is mostly identical to the current contract. The following are the areas of change:

Holiday Pay:

This contract replaces a formula calculation with the actual hours scheduled times the hourly rate.

Wages:

Fiscal Year 2014: "me too" with non-represented non-exempt employees

Fiscal Year 2015: 2% with no step

Fiscal Year 2016: 2% with no step

Pension:

Current Defined Benefit Plan will be frozen at a date determined by the Town following ratification of the CBA. Prior to freezing the Plan will be amended to allow employees within two years of the normal retirement date to enter DROP. A Defined Benefit Plan is established providing for a Town contribution of 10% of base non-overtime wages. The Town will match employees' voluntary contribution dollar-for-dollar up to three percent. Employees will vest in the Town's contribution after five years. Current employees are given credit for past service. Maximum Town contribution is 13%. The Town has the right to replace the current Pension Board. PBA agrees that it will not file an unfair labor practice or in any way pursue any legal, contractual, administrative or other lawsuit or claim, or otherwise contest the freezing of the Chapter 185 Plan.

Long Term Disability:

The Town's current disability plan covers the bargaining unit members. Either party may reopen Section 17.4, Long Term Disability (LTD) Insurance of the contract with written notice to the other no later than July 1, 2014. If the parties are unable to reach an agreement on LTD by September 1, 2014 the parties shall automatically be at impasse solely over LTD. The parties waive the Special Magistrate procedure and proceed directly to the Town Commission to resolve the LTD issue.

All other terms and conditions remain the same as with the current contract.



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October 17, 2013

Ms. Diane Morton, Esquire
General Counsel
721 1st Avenue, North
St. Petersburg, FL 33701

Re: *Town of Longboat Key / PBA Negotiations*
[1401 ANB 78(T)]

Dear Diane:

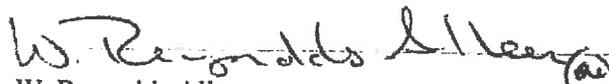
Here is the draft final contract for ratification. The base document is the now expired contract which was included in our exhibits as Joint Exhibit 1.

I have drafted the changes to effectuate our tentative agreement and they may be found as follows:

1. 9.3 – Holiday Pay
2. 14.1 – Wage Adjustments: Delete old 14.1 and 14.3 and renumber the remaining Sections. “Attachment 1” has been changed to “Appendix A” to be consistent with Appendix B.
3. 15 – Pension – as earlier proposed, with the word “continued” changed to “continuous.”
4. 16.9 – DROP: Delete
5. 17.4 – Long Term Disability.

After you have reviewed this document if you think any changes need to be made, please let me know immediately. We are all very excited with the tentative completion of this process which we think will be advantageous to both parties now and in the future.

Sincerely,


W. Reynolds Allen

WRA/tac

Attachment (*as stated above*)

cc: Dave Bullock, Town Manager
Lisa Silvertooth, HR

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CONTRACT BETWEEN
TOWN OF LONGBOAT KEY
AND
SOUTHWEST FLORIDA POLICE BENEVOLENT ASSOCIATION
POLICE OFFICERS' BARGAINING UNIT

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ARTICLE 1

PREAMBLE

In accordance with the State of Florida Public Employees Collective Bargaining Statute, this Agreement is entered into by and between the Town of Longboat Key, a municipality in the State of Florida, hereinafter called the "Employer" or "Town," and the Southwest Florida Police Benevolent Association hereinafter referred to as the "PBA" or "Union." This labor agreement is applicable for employees as defined in Certificate Number 1681, issued to the Union by the Public Employees Relations Commission on January 20, 2009.

Throughout this Agreement, the terms employee and member are used interchangeably and both mean "employee member of the bargaining unit" as defined in PERC certificate 1681.

ARTICLE 2

RECOGNITION

2.1 Union

The Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment for all employees in the bargaining unit.

2.2 Town Manager

The Union hereby recognizes the Town Manager, or his representative, as the Town's representative for the purpose of collective bargaining.

ARTICLE 3

DEFINITIONS

3.1 Chief of Police

Is defined to include the Chief of Police or his designee.

3.2 Town

Is defined in this Agreement, as the Town of Longboat Key, a municipal corporation under the laws of the state of Florida, consisting of elected and appointed officials.

3.3 Town Manager

Is defined as that person appointed by the Town Commission who is the Chief Administrative/Executive Officer of the Town or his designee.

3.4 Department

Is defined as the Police Department of the Town of Longboat Key.

3.5 Employee or Member

Unless otherwise indicated, an employee or member is defined as an employee of the Town who is a member of the collective bargaining unit described above.

3.6 He or She

Shall be used to designate individuals of both sexes.

3.7 PBA or Union

Shall mean the collective bargaining agent, the Southwest Florida Police Benevolent Association, Inc.

3.8 Manage

Shall mean the authority of the Town to plan, implement, control, direct, coordinate, train and discipline such as but not limited to, the following: to hire, assign, transfer, retain, budget, layoff, recall, promote, discipline, suspend, demote, discharge, negotiate and reward direct rank and file workers, adjust grievances, or to effectively recommend any of the above by use of the independent judgment of the Town.

3.9 Work

Shall mean the duties and responsibilities assigned to an employee by the Town, and does not include such elements as leave, lost-time due to on-the-job injuries, training off-duty hours, travel, etc., unless specially and expressly assigned, authorized and approved in writing by the Town.

3.10 Day

A day shall be a calendar day unless otherwise specified.

ARTICLE 4

MANAGEMENT RIGHTS

4.1 General

Except as specifically and expressly abridged, limited or modified by the written terms of this Agreement, all of the rights, powers, and authority previously possessed or enjoyed by the Town prior to this agreement are retained by the Town and may be exercised without prior notice or consultation with the Union.

4.2 Enumerated Rights

Nothing in this Agreement shall be construed so as to limit or impair the right of the Town to exercise its sole and exclusive discretion on all of the following matters, providing such exercise is consistent with the express terms of this Agreement:

- A. To manage the Police Department and exercise sole and exclusive control and absolute discretion over the organization and operations thereof.
- B. To determine the purpose and functions of the Police Department.
- C. To determine and adopt such policies and programs, standards, rules and regulations as are deemed by the Town to be necessary for the operation/improvement of the Police Department, and to select, manage, direct and evaluate all management, supervisory, administrative and other personnel.
- D. To take such measures as the Town may determine to be necessary to maintain order and efficiency relative to both the workforce and the operation/services to be rendered thereby.
- E. To set methods, means of operations and standards of service to be offered by the Police Department, and to contract such operations/services to the extent deemed necessary, practical and feasible by the Town.
- F. To decide the number, location, design and maintenance of the Police Department's facilities, supplies and equipment. To relocate, remodel or otherwise revise operations and facilities as may be deemed necessary by the Town.
- G. To determine the qualifications of all employees of the Police Department. To select, examine, hire, classify, train, assign, schedule, direct, transfer, promote, evaluate, layoff, retain, and manage all employees of the department.

- H. To increase, reduce, change, modify, or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work, funds or other legitimate reasons.
- I. To make, issue, publish, enforce and modify policies, schedules, procedures, rules and regulations as the Town may from time to time deem best so long as not inconsistent with this Agreement.
- J. To determine the need for and utilization of employees, including part-time employees, auxiliary personnel and other volunteers.
- K. To establish, change, or modify the number, types and grades of positions or employees assigned to an organization, unit, department or project.
- L. To establish, change, or modify duties, tasks, responsibilities, or requirements within job descriptions in the interest of efficiency, economy, technological change, or operating requirements.

All other rights to manage the Police Department and the operations, functions and purposes thereof, which are not recited in or expressly limited by this Agreement, are reserved exclusively to the Town.

4.3 Emergencies

If, in the sole discretion of the Town, it is determined that emergency conditions exist, including, but not limited to, riots, civil disorders, severe weather conditions, epidemics, public employee strikes, or other catastrophes, the provisions, except monetary provisions, in this contract of this Agreement may be suspended by the Town during the time of such emergency.

4.4 Compliance with Law and Union Cooperation

The Union recognizes that the Town and the Police Department are obligated to comply with all federal, state and local laws, ordinances, regulations, directives, and guidelines, including such matters as equal employment opportunity, and the Union shall cooperate and do all things necessary to facilitate compliance with said laws.

4.5 Rules, Regulations, Policies and Procedures

- A. Except as otherwise provided in this Agreement, any written rule, regulation, policy or procedure affecting employees of the bargaining unit in effect prior to, as well as those issued after, the effective date of this Agreement shall remain and be in full force and effect unless changed, modified or deleted by the Town. Final authority to change, modify, add or delete any rule, regulation, policy or procedure rests with the Town.

- B. The Union has been provided with copies of the Town PRR and all Departmental Rules and Regulations, policies and standard operating procedures relating to wages, hours and working conditions. The Town will provide the Union with any changes, deletions or additions.
- C. Not less than fourteen (14) days in advance of the effective date, the Town shall notify the Union of additions to or modifications in the PRR and upon written legally sufficient request by the Union within fourteen (14) calendar days of receipt of said notice or actual knowledge of the change, whichever first occurs, the Town will negotiate the impact of said additions or changes. Failure of the Union to request timely bargaining shall constitute a waiver of the right to bargain impact. Any dispute arising out of impact bargaining shall be resolved under the impasse resolution procedure set forth in Florida Statute Chapter 447 and not under Article 5 of this Agreement.

4.6 Waiver

It is expressly understood by and between the parties to this Agreement that the Town shall not be deemed to have waived or modified any of the rights reserved to the Town under this Article by not exercising said rights either in a particular matter or in a particular manner.

ARTICLE 5

GRIEVANCE PROCEDURE

5.1 Grievance Definition

A grievance shall be defined as any dispute regarding a claimed violation, misapplication or misinterpretation of the specific provisions of this Agreement.

5.2 Work Day Definition

A working day under this Article is Monday through Friday, excluding Saturday, Sunday and holidays.

5.3 Election of Procedures

If an employee has a grievance which may be processed under this grievance procedure and which may also be processed under the Town grievance procedure, the employee shall elect at the outset which procedure he is going to use and such election shall be binding on the employee. An employee who elects to use one procedure shall not use the other procedure.

5.4 Grievance Procedure

The desired method of resolving grievances is informal; however, should informal means fail to resolve the dispute, the following procedure shall be utilized.

Step 1 - The aggrieved employee shall present his/her grievance in writing to their immediate supervisor within seven (7) working days after the employee knew or should have known of the event giving rise to the grievance, whichever first occurs. The supervisor will meet with the employee to attempt to settle the grievance and shall respond in writing within seven (7) working days.

Step 2 - If the grievance is not settled at the first step, and the employee desires to appeal, within seven (7) work days of the decision in Step 1, or the last day for the decision, whichever first occurs, the grievance shall be presented in writing to the Chief of Police. The Chief shall meet with the employee and respond in writing within seven (7) working days.

Step 3 - If the grievance is not settled at the second step and the employee desires to appeal, then within seven (7) working days of the decision in Step 2, or the last day for the decision, whichever first occurs, the grievance shall be presented in writing to the Town Manager. The Town Manager will meet with the employee and respond in writing within ten (10) working days.

Step 4 - in the event the grievance is still unresolved, the matter may be submitted to final and binding arbitration, in accordance with Paragraph 5.5.

5.5 Arbitration

Within seven (7) working days of the Town Manager's response, the PBA shall notify the Town if the PBA intends to arbitrate. At the same time, the PBA shall request a list of seven (7) names of qualified arbitrators from the Federal Mediation and Conciliation Service or the American Arbitration Association. Upon receipt of the list, the PBA will notify the Town and the parties shall alternatively strike three names each with the party filing the grievance striking first. The remaining name shall be notified of his/her selection as arbitrator. As promptly as can be arranged, a hearing shall be held with the arbitrator's final decision binding on both parties provided the decision complies with applicable law and does not exceed the authority granted him/her by this Agreement.

5.6 Costs

The cost of arbitration will be shared equally by the parties, but each party shall bear its own costs, including attorneys' fees, and any court reporter they choose to utilize. The Town agrees that witnesses called by the grievant and the grievant will not lose pay so long as their absence from work is kept to the minimum time necessary for testimony and is approved in advance by the Chief or the Town Manager. No pay shall be provided by the Town for preparation time for grievant witnesses or Grievants.

5.7 Representation

The employee may have a Union representative at any step of this procedure.

5.8 Right to Represent Individual Grievances

Nothing in the agreement shall be construed to prevent any employee, at any time, from presenting his/her grievance and having their grievance adjusted without the intervention of the PBA, if the adjustment is not inconsistent with the terms of this Agreement and if the P.B.A. has been given a reasonable opportunity to be present at any meeting called for the resolution of such grievances, provided, however, that the PBA shall retain exclusively its right to appeal a grievance to final and binding arbitration unless the law requires otherwise.

5.9 Proceeding in Absence of a Response

Failure of the Town to timely respond to a Step in Section 5.3 shall be deemed a denial of the grievance and start the time limit to run or to proceed to the next Step.

5.10 Extension of Time

Any time limit provided in this grievance procedure may be extended by mutual agreement of the PBA and the Town.

5.11 Combination of Grievances

Whenever two or more grievances are pending involving substantially the same issue, the Town may combine the grievances at any stage of the Grievance Procedure.

5.12 Failure to Initiate a Grievance

Failure to initiate a grievance within time limits set forth herein shall be deemed a waiver of the grievance. Failure at any step of this procedure to submit a grievance to the next step within the specified time limit shall be deemed to be acceptance of the 'decision at that step.

The filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay or interfere with the right of the Town to take the action complained of.

5.13 Authority of Arbitrator

The power and authority of the Arbitrator shall be strictly limited to determination and interpretation of the explicit terms of this Agreement as herein expressly set forth. He shall not have the authority to add or subtract from or modify any of said terms or to limit or impair any right that is reserved to the Town, or Union, or employee, or to establish or change any wage or rate of pay that is contained in the Agreement. The arbitrator shall not award any monetary relief to any employee who has not signed, filed and processed a grievance in a timely manner.

5.14 Withdrawal of Request for Arbitration

The party requesting arbitration may withdraw from the arbitration proceedings at any time, however, the withdrawing party shall assume full responsibility for any arbitrator costs related thereto, In the event of a settlement, the parties shall share the costs of the arbitrator, unless the parties agree otherwise.

5.15 Claims for Back Wages

All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned from employment by the Town less any unemployment compensation, Social Security compensation, wages from other employment, and a reduction for periods the employee was unavailable or unable to work, or failed to make every reasonable effort to obtain employment elsewhere in any capacity.

ARTICLE 6

UNION REPRESENTATION

6.1 Copies of Rules and Regulations

The Police Department shall provide the PBA with a copy of all General Orders and other written rules and regulations applicable to employees, including the Town PRRs.

6.2 Union Bulletin Board

The Town agrees to provide space in a non-public, common work area for a PBA bulletin board (maximum size of 2'x4') for the purpose of posting PBA notices. All items or materials posted shall be signed by a PBA official or the duly authorized PBA representative. It will be the responsibility of the PBA to post, update, and maintain this bulletin board space in a neat and orderly manner. Notices shall not contain anything political, except internal PBA election campaign material, anything reflecting adversely on the Town, or any of its employees. No material, notices or announcements which violate the provisions of this Article shall be posted.

6.3 Local Representatives

There may be one (1) local representative, or the representative's designee, of the Union who must be members of the bargaining unit. The names of the local representatives shall be given in writing to the Chief as well as any change prior to assumption of the duties of the local representatives.

6.4 Union Activities

- A. Employees and local union representatives shall have the right to communicate during regular working hours so long as the employees are on break or at lunch, provided this shall in no way interrupt, delay, or otherwise interfere with effective and proper service of the Department.
- B. Solicitation, on Town property or elsewhere, of any and all kinds by the Union including the solicitation of grievances, of membership, and the collection of Union monies, shall not be engaged in during working hours.
- C. Employees elected to Union office may be granted time off, without pay, to perform their Union functions, including attendance at conventions, conference and seminars, subject to the Chief's approval, and upon such approval the employee may utilize accrue vacation or comp time.

- D. Up to two (2) members of the negotiating team shall be allowed time off, without pay, for all meetings which shall be mutually set by the Town and the Union, subject to the Chief's approval.
- E. Approvals for time off for Union business shall be based on the needs and mission of the Department as determined by the Chief.

6.5 Use of Town Relationship in Solicitation

No employee or the Union shall solicit in person, by telephone or by any other means money or anything of value for any reason from any person or entity living or located in or paying taxes on property owned in the Town utilizing the name of the Town, the Department or any of its officials or employees in their capacity as employees or officials of the Town, as an inducement to make such a contribution to the Union, or to any organization in any way affiliated or connected with the Union, including, but not limited to, the PBA. An exception may be made by the Town Manager in the event the Town sponsors a solicitation and requests employees of the Town to solicit in the name of the Town, which solicitation has been approved in advance by the Town Manager and the Town Council.

6.6 Town Equipment and Vehicles/Union Activities

No Town equipment or vehicles shall be used for Union activities. Union activities by employees or Union representatives shall in no way interfere with the operations of the Department and shall not be conducted during times the employees are being paid to perform actual work. In order to ensure operational efficiency, such activities shall not be conducted in work areas of the Department at any time without permission of the Chief, or his designee.

6.7 PBA Representative

The PBA shall notify the Police Chief in writing as to who the designated PBA representative is and as to any change in the designated representative.

6.8 PBA Pool Time

- (A) Employees elected to Union office shall be granted time off, without pay, to perform their Union functions, including attendance at conventions, conference and seminars, subject to the Police Chief's approval.
- (B) Any member of the bargaining Unit may donate earned but unused vacation leave to a Union pool-time bank. Only one (1) donation per employee may be made in each calendar year and must be made in writing and received by the Police Chief between January 1 and January 15 of each year. The donation will not be less than eight (8) hours, nor more than twelve (12) hours.

- (C) Employees engaging in collective bargaining with the Town who are off duty handling or participating in a properly filed grievance, arbitration procedure or a labor-management meeting called by the Police Chief who are off duty or who are not paid by the Town shall be paid their straight time hourly rate from the Union pool bank when approved by a bargaining unit employee designated by the PBA. The Union shall notify the employee in writing of any charges against the pool at least five (5) working days prior to the unpaid time off. Time off from an employee's assigned duties shall be subject to approval of the Police Chief, or his designee. Time paid from the Union pool bank shall not be counted as hours worked for any purpose, including eligibility for overtime.
- (D) Payments from the Union pool bank shall be paid in the priority order designated by a bargaining unit employee designated by the PBA until exhausted. There shall be no payment by the Town once the Union pool bank is exhausted.
- (E) Employees shall have no individual right to file a claim under Article 5, or otherwise, including in a court of competent jurisdiction, over a claimed violation, misapplication or misinterpretation of this Section. The Union agrees to hold harmless and defend the Town of Longboat Key, its employees, agents, elected officials and representatives with regard to the administration of the Union pool bank.

ARTICLE 7

STRIKES

7.1 Rights of the Town

PBA agrees that there shall be no strikes, slow downs or other concerted refusal or failure to work as assigned by the Town as well as otherwise defined under PERA. In the event of any breach of this Article, PBA agrees that Town shall have all statutory rights of recourse as contained in the provisions of the Florida Statutes, Chapter 447, or as such Chapter shall be amended.

7.2 Informational Picketing

The Town agrees that nothing in this Article shall prohibit otherwise lawful informational picketing.

7.3 Cooperation

The officers of the PBA agree that they will affirmatively work with the Town to prevent or resolve any job actions which violate this Article. Such activities by the Union will include but will not be limited to public statements and meetings and written notices to all employees that such actions are violative of this Agreement and the law.

ARTICLE 8

CHECKOFF

8.1 Dues Deduction

Employees may authorize payroll deductions for the purpose of paying PBA dues including fees and assessments. The Town shall have no responsibility or any liability and shall be held harmless by the Union against any and all suits, claims, or demands which may arise from this Article.

8.2 Determination of Dues

PBA will notify the Town of the amount of dues. Such notification will be made in writing with the signature of the PBA Official. Changes in PBA dues will be similarly reported to the Town with notification at least one month in advance of the anticipated effective date of any such changes.

8.3 Service Charges

The Town shall deduct One Hundred Fifty (\$150.00) Dollars per fiscal year from the amount of dues to be paid to the PBA for the expenses of bookkeeping, retention, auditing and transmittal of funds.

The above service charge shall be effective the first month after final ratification and shall be collected and pro-rated monthly.

8.4 Payroll Deduction Authorization

Upon receipt of a signed payroll deduction authorization, the Town shall deduct those PBA dues certified in writing by a P.B.A, Official the next payroll, fourteen (14) days after receipt of a legally valid pay roll deduction form by the Town.

8.5 Revocation of Payroll Deduction Authorization

A payroll deduction authorization may be revoked by an employee upon written notice to the Town and certification by the employee that the PBA has been notified.

ARTICLE 9

HOLIDAYS

9.1 Holidays

Employees shall be provided holidays under the conditions as set forth in Section 15 of the Town PRR as it exists or may be changed as provided for in this Agreement.

9.2 Banking of Holiday Pay

Employees may elect to bank Holiday Pay in lieu of being paid in the pay check after the Holiday and all banked Holiday Pay will be paid out in November of each year.

9.3 Holiday Pay

Holiday pay for employees who meet the eligibility requirement for holiday pay will be their straight time hourly rate times the number of hours in the employee's regular straight time schedule (For example, either eight (8) or twelve (12) hours based on the employee's assigned shift).

ARTICLE 10

TOWN AND DEPARTMENT RULES AND REGULATIONS

Employees are entitled to the benefits and rights of the Town Personnel Rules and Regulations (hereafter "PRR") and Departmental rules, regulations, GO's and SOPs as they now exist or may be changed as provided in this Agreement; provided, disputes arising under the PRR, or departmental rules, policies and regulations which are not included in this CBA shall be subject to the grievance procedure set forth in the PRR, and not Article 5 of this Agreement.

ARTICLE 11

WORK WEEK AND OVERTIME

11.1 Work Schedule

- A. Employees' current normal regular work schedule is eighty-four (84) hours in a fourteen (14) day work period on a twelve (12) hour per day rotating shift of off two (2) days, on three (3) days, off two (2) days, on two (2) days, off three (3) days. In the event the Town decides to change any or all of the above on a permanent basis, it will advise the Union at least fourteen (14) calendar days in advance of the change.
- B. Work schedules may be adjusted by the Chief, or his designee, to facilitate Department needs including but not limited to training, manning levels (both temporary and permanent), court appearances and special details.

11.2 Overtime Eligibility

- A. Employees shall be paid for overtime at the rate of one and one half (1½) their straight time hourly rate for all hours worked in excess of eighty-four (84) in a fourteen (14) day work period.
- B. Employees shall be required to work overtime when assigned and scheduled. Before an employee is required to work overtime, the Chief or his designee, shall first contact one (1) employee who has signed up for voluntary overtime. A voluntary overtime list shall be posted the first week of each calendar quarter, and employees wishing to volunteer for overtime for that quarter shall sign up by Friday of the second week of the quarter.
- C. In determining eligibility for overtime, PRR Section 14.05 as it now exists or may be changed as provided in this Agreement shall apply to employees.

11.3 Call Backs

PRR Section 14.06 as it now exists or may be changed as provided in this Agreement shall apply to employees.

11.4 Beeper

The Town shall supply beepers and cell phones to employees whom the Town requires to utilize same in the performance of their job.

11.5 Court Time

Section 20 of the PRR as it now exists or may be changed as provided in this Agreement shall apply to employees.

11.6 Comp Time

- A. Subject to Subsection B below, employees may elect to take Comp Time in lieu of overtime pay pursuant to Section 12.2 or Court Time pursuant to Section 12.5 as follows:
1. The maximum comp time is one hundred twenty (180) hours.
 2. Comp time off shall be subject to approval by the Chief, or his designee.
 3. Comp time goes into the employee's comp time account at one and one half (1½) times the overtime hours worked.
 4. Comp time standing in an employee comp time account will be paid at the hourly rate applicable upon cessation of employment.
- B. When deemed necessary for efficient operations or economic reasons, the Chief may direct an employee to use accumulated comp time in lieu of overtime pay.

ARTICLE 12

MEDICAL LEAVE

12.1 General

Except as provided below, PRR Section 17 as it now exists or may be changed by the Town as provided for by this Agreement shall apply.

12.2 Accumulation / Payoff

- A. There is no limit on the number of hours of medical leave which an employee may be eligible to accumulate for use for bona fide illness or injury.
- B. Employees hired before October 1, 2010 who retire under a Town sponsored retirement plan or the estate of a deceased employee shall be paid fifty percent (50%) of the medical leave hours in their medical leave account at the hourly rate at the time of the cessation of their employment.
- C. Employees hired after September 30, 2010 shall not be entitled to any payoff of accumulated but unused medical leave upon cessation of Town employment for any reason, including but not limited to retirement, disability, voluntary or involuntary termination.

ARTICLE 13

STATE CERTIFICATION

- A. All employees must maintain a current State of Florida certification as a sworn police officer as a condition of continued employment.
- B. Employees who are Florida State certified EMTs and who maintain that certification for a full fiscal year and who successfully complete all EMT training and tests during the fiscal year as established and determined by the Medical Director of the Town, will receive ninety-six dollars and fifteen cents (\$96.15) per pay period, less statutory contractual deductions, so long as they keep their certification current.

ARTICLE 14

PAY

14.1 Wage Adjustments COLA

- A. For fiscal year 2013 – 2014, employees will receive the same COLA and/or be entitled to progress within the Town Step Pay Plan, that is approved by the Town Commission for non-represented non-exempt employees of the Town. (Attachment 1 – is the Pay Plan applicable to bargaining unit employees).
- B. In lieu of progression within the Town's Step Pay Plan and any COLA increase that might be provided to other Town employees, for fiscal years 2014 – 2015 and 2015 – 2016 the portion of the Town Pay Plan shall be increased each year by two percent (2%).

14.2 Economic Reopener Based on Funding Shortfall

The wages and other economic benefits provided in this Agreement are based on the anticipated revenues and the budget of the Town. In the event the Town is not provided or is not notified that it will not be provided all of the anticipated revenues, there is a budget shortfall or an unanticipated extraordinary expense, the Town shall have the option but not the obligation to reopen all or any of the economic sections or subsections of this Agreement, including but not limited to Article 17; provided Article 15 shall not be subject to this Section 14.4. Notice of reopening shall be made in writing to the PBA within sixty (60) days of the date on which the Town was made aware of the shortfall. In the event the Town elects to reopen any section or subsection of this Agreement, the PBA, with written notice to the Town within fifteen (15) days of receipt of the Town's Notice, may reopen any other economic section or subsection of this Agreement. Any dispute shall be resolved pursuant to the statutory impasse procedure set forth in Florida Statutes Chapter 447 and not under Article 5.

14.3 Uniforms, Dress and Appearance

- A. Employees supplied uniforms by the Town, or expected to wear uniforms in the performance of their job, shall report in a clean full uniform on each day worked. Uniforms must also be worn in the manner prescribed by the Chief. Failure to comply may result in the employee being sent home for the day without pay. Repetition of such conduct shall subject the employee to further discipline.
- B. Employees are expected to report to work in clean clothes.
- C. Employees are expected to observe normal and reasonable standards of personal hygiene and to present a professional appearance at all times.

Failure to do so may result in the employee being sent home to correct the situation or for the day without pay. Repetition of such conduct shall subject the employee to further discipline.

- D. Mustaches will be allowed, except as otherwise prohibited by law or where in the opinion of the Town Manager they interfere or tend to interfere with the safe and efficient performance of the job. Beards may only be worn when an employee is working undercover and the Chief has approved wearing of a beard in advance. All hair, beards and mustaches must be of a length so as not to create operational or possible safety problems and must be maintained in a clean, neat and orderly fashion.
 - E. Uniforms, equipment and shoes required to be worn by the Town shall be selected and supplied by the Town and will be replaced by the Town when they become unusable through normal wear and tear.
 - F. The employee is responsible to reimburse the Town for uniforms, shoes and equipment supplied by the Town which is lost or damaged through the employee's negligence.
 - G. A clothing maintenance allowance of thirty dollars (\$30.00) will be paid each pay period to regular full-time employees, who are required to wear a Town-provided uniform. The allowance will be paid during an employee's initial probationary period, but will not be paid for any pay period in which the employee is not on active pay status for at least part of the pay period.
- 14.4 The Town Reserves the right to pay new employees at any Step based on its evaluation of the employee's related experience and skills.

14.5 Pay When Acting In a Higher Paying Position ("THC")

The Chief will designate an employee on each squad to be the regularly assigned temporary Shift Captain who shall be paid seventy-five dollars (\$75.00) bi-weekly as long as the assignment continues. Other temporary assignments to a position that carries a higher rate of pay may receive additional compensation as provided in Section 7.01 of the Town PRR.

14.6 Shift Differential

In the event the Chief changes from the current rotating shifts to fixed day and night shifts, the five percent (5%) shift differential equally split between the rotating shifts shall be paid to those employees whose regular assignment is the night shift or who are assigned to work a complete night shift and there will be no shift differential for the day shift.

ARTICLE 15

PENSION

15.1 Defined Benefit Plan Freeze

- A. The current Defined Benefit Plan will be frozen at a date determined by the Town following ratification of this agreement by the bargaining unit and the Town Commission.
- B. Prior to the freezing of the Defined Benefit Plan, the Town Plan Ordinance shall be amended to allow employees who are within two (2) years of the normal retirement date on the date the amendment takes effect the option to enter the DROP without penalty and without any enhancements provided they do so before the Defined Benefit Plan is frozen.

15.2 The Defined Contribution Plan

The Town shall amend its ordinances to establish a Defined Contribution Retirement Plan to begin as soon as practicable after the current Defined Benefit Plan is frozen and the Town Commission adopts the necessary ordinance that will include:

- A. The Town shall contribute ten percent (10%) of the employee's base non overtime wages, including specialty pay (hereafter "base wage").
- B. The Town will match the employee's voluntary contribution to the Defined Benefit Plan dollar for dollar up to three percent (3%) of the employee's base wage.
- C. Employees shall vest in the Town's contribution after five (5) years of continuous service in the bargaining unit.
- D. Current employees shall be given past service credit for the time they have been continuously employed in the bargaining unit toward the five (5) year vesting period.
- E. The maximum Town contribution will be thirteen percent (13%).

15.3 Chapter 185 Pension Board

The Town shall have the right to replace the current Chapter 185 Pension Board as it deems is in the best interest of the Town.

15.4 Waiver

The Southwest Florida Police Benevolent Association ("PBA") agrees that it will not file an unfair labor practice or in any way pursue any legal, contractual,

administrative or other lawsuit or claim or otherwise contest the freezing of the Chapter 185 Defined Benefit Plan or make any claim that the freezing of the Chapter 185 Defined Benefit Plan constitutes a plan termination. Neither will the PBA contest the right of the Town to replace the current Pension Board.

ARTICLE 16

MISCELLANEOUS

16.1 Damaged Personal Property

Personal shoes, glasses, contact lenses and watches that are damaged or destroyed while the employee is working in the line of duty through no negligence on the part of the employee shall be replaced or repaired by the Town subject to the following restrictions:

- A. The Town determines the personal property is damaged or destroyed in the performance of the employee's job duties and that it was not due in part or in whole on negligence by the employee.
- B. The personal property is turned in upon request for the Town.
- C. If the Town elects to replace the personal property, rather than repair it, the personal property will be replaced with like kind property based on its cost, limited to the following:
 1. Contact lenses, prescription eye glasses and hearing aids – maximum reimbursement \$100.00.
 2. Watches and sun glasses (provided watches and sun glasses damaged in the line of duty shall be replaced – maximum reimbursement \$50.00.
 3. Other personal property – at the discretion of the Police Chief.

16.2 Extra Duty Details

The rate of \$30 per hour shall apply to extra duty details.

16.3 Initial Issue and Replacement

The Town agrees to provide initial issue of five (5) pairs of pants and five (5) shirts upon hiring a new employee and agrees to provide new uniforms on an "as needed" basis, as requested by the officer, reviewed by the shift supervisor and approved by the Chief of Police.

16.4 Vest

The employer will purchase and provide each police officer a bullet resistant vest. The vest will be replaced when determined by the Chief to no longer be safe and serviceable. A request for a replacement vest shall, if denied, be explained by the Chief in writing.

16.5 Firearm

The Town will provide each officer, at no cost to the officer, an on-duty firearm. The make and caliber of the firearm shall be as directed by the Chief of Police.

16.6 Town Weapon

In lieu of carrying a private off duty weapon, the officer may carry the weapon assigned (weapon trained and qualified on) and issued by the Town Police Department, as long as the weapon is concealed.

16.7 Mileage Allowance

Employees required and authorized to use their private automobile for Departmental business shall be compensated at the rate established by the Town of Longboat Key for mileage reimbursement.

16.8 Salary Savings

The Town agrees to provide the opportunity for employees covered by this Agreement to participate in the Town's Salary Savings (401(k)) Plan on the same basis as offered other non-exempt Town employees; provided, there shall be no Town matching contributions for bargaining unit employees. The Union agrees to accept any changes in the plan that may be implemented by the Town for all eligible Town employees.

ARTICLE 17

INSURANCE/DEATH BENEFITS

17.1 Insurance

The Town will make available Group Medical, Dental and Life insurance programs, on a group basis, to all unit employees to the same degree and under the same conditions such insurance is provided to other Town employees.

17.2 Notice

Not less than thirty (30) calendar days before the effective date, the Union shall be notified of any change in insurance carriers, scope, or amount of coverage, and of increased amounts to be paid by employees under this Article; provided this notice period shall not apply if the carrier makes a change with less than thirty (30) calendar day's notice to the Town, in which case the Town will notify the Union as soon as reasonably possible after its knowledge of the change.

17.3 Death Benefits

The Town will provide officers a death benefit in accordance with F.S. Sections 112.19 and 112.191, or as they may be amended.

17.4 Long Term Disability Insurance ("LTD")

- A. The parties agree subject to subsection (B) below, the Town shall provide for bargaining unit employees the same LTD insurance or plan under the same terms and conditions that it provides LTD for non-represented, non-exempt employees of the Town.
- B. Either party may reopen this Section 17.4 with written notice to the other not later than July 1, 2014. If the parties are unable to reach an agreement by September 1, 2014, the parties shall automatically be at impasse solely over the LTD issue. The parties agree to waive the Special Magistrate procedure and proceed directly to the Town Commission pursuant to F.S. Chapter 447 to resolve the LTD issue for fiscal year 2014 – 2015 and 2015 – 2016.

ARTICLE 18

SAVINGS CLAUSE

18.1 Invalid Provisions

If any Article or Section of this Agreement should be found invalid, unlawful, or not enforceable, by reason of any existing or subsequently enacted legislation or by judicial authority, all other Articles and Sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

18.2 Negotiations

In the event of invalidation of any Article or Section, both the Town and the Union agree to meet within thirty days of such determination for the purpose of negotiating a mutually satisfactory replacement for such Article or Section. Disputes shall be resolved pursuant to the impasse resolution procedure of F.S. Chapter 447.

ARTICLE 19

ENTIRE AGREEMENT

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the right and opportunity to make proposals with respect to subjects or matters not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of such right and opportunity are set forth in this Agreement.

ARTICLE 20

DURATION

This Agreement shall become effective October 1, 2013, and shall remain in full force and effect through September 30, 2016.

The parties agree that the wage provisions are negotiated only for the term of this collective bargaining agreement and that there shall be no continued eligibility for Step increases after this Agreement expires. Employees have no expectation of any increase in their wages or benefits, including Step increases, after the date of the termination of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized Representatives on this _____ day of _____, 2013.

For the TOWN OF LONGBOAT KEY

For the SOUTHWEST FLORIDA
POLICE BENEVOLENT ASSOCIATION

By: _____
Print Name: _____
Print Title: _____

By: _____
Print Name: _____
Print Title: _____

RATIFIED BY TOWN COMMISSION:

RATIFIED BY THE BARGAINING UNIT:

By: _____
Print Name: _____
Print Title: Town Clerk
Date: _____

By: _____
Print Name: _____
Print Title: _____
Date: _____

APPENDIX B
Grievance Form

Name: _____

Shift: _____

Immediate Supervisor: _____

1. Grievance No.: _____
2. Date of Incident Being Grieved: _____
3. Contract Articles and Sections Claimed to Have Been Violated: _____

4. Statement of Facts Supporting Grievance: _____

(add a page if necessary)

Grievance No. _____

Step 4: Appeal to Arbitration

This is to notify the Town of Longboat Key that Grievance No. _____ is hereby
appealed to arbitration.

Signature/Title Date

GRADE	STEP	HOURLY RATE	WEEKLY RATE	ANNUAL RATE
114	1	20.96	880.32	45,776.64
	2	22.01	924.42	48,069.84
	3	23.11	970.62	50,472.24
	4	24.26	1,018.92	52,983.84
	5	25.48	1,070.16	55,648.32
	6	26.75	1,123.50	58,422.00
	7	27.15	1,140.30	59,295.60
	8	27.56	1,157.52	60,191.04
	9	27.97	1,174.74	61,086.48
	10	28.39	1,192.38	62,003.76
	11	28.82	1,210.44	62,942.88
	12	29.25	1,228.50	63,882.00
	13	29.69	1,246.98	64,842.96
	14	30.14	1,265.88	65,825.76
	15	30.59	1,284.78	66,808.56
	16	31.05	1,304.10	67,813.20
	17	31.51	1,323.42	68,817.84
	18	31.98	1,343.16	69,844.32
	19	32.46	1,363.32	70,892.64

DETAIL (42 HOURS POLICE) SALARY SCHEDULE

GRADE	STEP	HOURLY RATE	WEEKLY RATE	ANNUAL RATE
113	1	19.96	838.32	43,592.64
	2	20.96	880.32	45,776.64
	3	22.01	924.42	48,069.84
	4	23.11	970.62	50,472.24
	5	24.26	1,018.92	52,983.84
	6	25.48	1,070.16	55,648.32
	7	25.86	1,086.12	56,478.24
	8	26.25	1,102.50	57,330.00
	9	26.64	1,118.88	58,181.76
	10	27.04	1,135.68	59,055.36
	11	27.45	1,152.90	59,950.80
	12	27.86	1,170.12	60,846.24
	13	28.28	1,187.76	61,763.52
	14	28.70	1,205.40	62,680.80
	15	29.13	1,223.46	63,619.92
	16	29.57	1,241.94	64,580.88
	17	30.01	1,260.42	65,541.84
	18	30.46	1,279.32	66,524.64
	19	30.92	1,298.64	67,529.28



End of Agenda Item