

**MINUTES  
LONGBOAT KEY TOWN COMMISSION  
SPECIAL MEETING - IMPASSE HEARING  
MARCH 2, 2011 - 9:00 A.M.**

**Present:** Mayor George Spoll, Vice Mayor Jim Brown, Comms. David Brenner, Lynn Larson, Hal Lenobel, Robert Siekmann, Phillip Younger

**Also Present:** Town Manager Bruce St. Denis, Town Attorney David Persson, Town Clerk Trish Granger

**CALL TO ORDER**

Mayor Spoll called the meeting to order at 9:00 a.m.

**1. Resolution of Impasse Issues Between International Association of Fire Fighters (IAFF) Local 2546 and the Town of Longboat Key**

The Town Commission will consider issues to be resolved related to contract negotiations between the Town and the IAFF 2546. The Town's Labor Attorney Reynolds Allen and the IAFF Attorney James Brantley will be present to outline the issues for discussion. Recommended Action: Pending discussion, provide direction to Manager.

Mayor Spoll reviewed the meeting process and issues to be considered.

Attorney Reynolds Allen provided an overview of the actions to date between Town representatives and the IAFF Local 2546 to reach an agreement on a Union contract.

IAFF Attorney James Brantley advised that he had no introductory comments to present.

Town Manager Bruce St. Denis presented opening comments relating to service by the Fire Departments, economic conditions creating needed review of expenditures incurred by the Town, existing service levels, and the Negotiating Team's position on outstanding items to be considered.

Attorney Brantley gave a PowerPoint presentation entitled "Presentation on Rejected Portions of Special Magistrate Recommendations" and commented on the Union's position relating to contract terms.

Attorney Allen commented on initial contract negotiations, items considered by the Special Magistrate, current financial constraints for all governmental entities, Pension comparisons and the Town Commission's role in the pension administration.

Following comments by Town Attorney David Persson, Attorney Allen commented on Section 13.3(D) and recommended adoption of the Town Manager's recommendation for Section 13.3(D) as follows:

Full hours of absences due to paid holidays, paid vacations, paid conference/training time and paid jury duty shall be counted as hours worked for the purposes of determining eligibility for overtime. No other time, except actual hours worked ("sweat hours") shall be counted.

1. Resolution of Impasse Issues Between IAFF Local 2546 and the Town - Continued

Attorney Brantley noted no recognized savings to eliminate the benefit of earning overtime when utilizing sick leave during a work period.

Town Attorney Persson inquired and Attorney Allen and Town Manager St. Denis commented on calculations to determine the cost to the Town.

**Following comments, there was consensus to consider each issue following the presentation on the issue.**

Discussions were held with Attorney Allen, Town Manager St. Denis, and Attorney Brantley on the following topics/issues:

- Union's objection to the language if no impact has been stated
- hours paid to cover individual's shift if sick leave is utilized.

**Commr. Siekmann moved to accept the recommendation of the Town Manager. Commr. Lenobel seconded the motion. Following clarification by Town Attorney Persson to accept the language presented this date, the motion carried by a 7-0 roll call vote, as follows: Siekmann, aye; Lenobel, aye; Younger, aye; Spoll, aye; Larson, aye; Brenner, aye; Brown, aye.**

**RECESS:** 10:17 a.m. - 10:30 a.m.

Attorney Brantley presented comments relating to the recommendation on Section 15.10 to reduce the time period for participation in the DROP (Deferred Retirement Option Plan) from three years to two years and requested consideration to retain the current policy

Attorney Allen and Town Manager St. Denis commented on the recommendation to reduce the DROP period and the recognized savings to hire a new employee at a lower cost than the long-term employee enrolled in the DROP.

Attorney Brantley requested consideration to apply the condition to only newly hired employees and not current staffing.

Attorney Allen and Town Manager St. Denis advised that the Town would agree to those individuals currently in the DROP to retain the three year period and that all others who enroll following approval of the Contract would be subject of a two year DROP period.

Discussions were held with Attorney Allen, Town Manager St. Denis, and Attorney Brantley on the following topics/issues:

- benefit to employee with enrollment in the DROP
- salary schedule of new employee versus an individual in the DROP plan
- anticipated benefit to the Town by reducing the DROP period
- promotional opportunities for remaining staff with reduced DROP period
- calculation of DROP benefits and lack of new staffing to continue contributing for term of DROP

1. Resolution of Impasse Issues Between IAFF Local 2546 and the Town - Continued

- current language in Pension Code allowing employee to retain employment at the end of the DROP period
- benefit multiplier for Firefighters pension
- current eligibility to promote an employee in the DROP
- option to eliminate DROP entirely
- option to include additional language relating to promotional opportunities for employees enrolled in the DROP.

Attorney Allen and Attorney Brantley confirmed acceptance of the following language to Section 15.10(C):

C. During the DROP period, the employee shall not be eligible for promotion.

Town Manager St. Denis advised that he was not agreeable to accepting Item C if it required retaining a 36 month (three year) DROP period.

Discussions were held on the restrictions placed on the Town to limit promotional opportunities for employees in the DROP.

Vice Mayor Brown suggested the following language addition to proposed Section 15.10(C):

C. During the DROP period, the employee shall not be eligible for promotion except at the discretion of management.

Discussion ensued on the impact of promoting an employee classified as retired versus an active employee, the option to eliminate the DROP program, and the addition and consideration of proposed language as Section 15.10(C).

**RECESS:** 11:17 a.m. - 11:20 a.m.

Attorney Brantley clarified that Section 15.10(C), prior to the proposed amendment, had been considered by both the Union and Town during negotiations.

Town Manager St. Denis noted that he conferred with Staff and opined that the issue should not occur in the future.

**Commr. Larson moved to accept Section 15.10, as follows:**

**Section 15.10 DROP Plan**

**(A) The employee must execute a voluntary resignation, irrevocable for any reason, to be effective at the end of the employee DROP period and agree that the employee shall not be eligible for rehire into any position except at the exclusive option of the Town.**

**(B) The maximum DROP period shall be twenty-four (24) months.**

1. Resolution of Impasse Issues Between IAFF Local 2546 and the Town - Continued

**(C) During the DROP period, the employee shall not be eligible for promotion.**

The motion was seconded by Vice Mayor Brown.

Subsequent to comments, Commr. Younger moved to amend the motion deleting Section 15.10(C). The motion, seconded by Commr. Lenobel, carried by a 6-1 roll call vote, as follows: Younger, aye; Lenobel, aye; Siekmann, aye; Brenner, aye; Larson, no; Brown, aye; Spoll, aye.

The main motion, as amended, carried by a 6-1 roll call vote, as follows: Larson, no; Brown, aye; Brenner, aye; Younger, aye; Lenobel, aye; Siekmann, aye; Spoll, aye.

Attorney Allen reviewed the Town Manager's position to add a new Subsection 21.3(D), as follows:

Section 21.3(D): Vacation and sick leave pay outs shall no longer be counted as compensation under the Town Chapter 175 Defined Benefit Pension Plan which shall become effective upon adoption of an enacting resolution by the Town Commission.

Attorney Allen submitted a copy of a memorandum dated February 16, 2011, from Attorney James Linn (Exhibit 4), relating to Senate Bill (SB) 1128 and a copy of a study done by The Leroy Collins Institute (Exhibit 5) pertaining to future fire and police pension benefits and recommendations made. Attorney Allen supported adoption of the Town Manager's proposed recommendation.

Attorney Brantley noted disagreement with the proposed language opining that it penalizes employees who were prudent with their benefits and suggested that, if adopted, that a future effective date be applied.

Town Manager St. Denis advised that he was not recommending the final payout only the inclusion of the payout money in the calculation of benefits.

Commr. Larson disclosed that she was a contract mediator with the Leroy Collins Institute and confirmed that the relationship would not impact her consideration of the issues.

Following comments, Commr. Siekmann moved to add new Subsection 21.3(D), as follows:

**Section 21.3(D): Vacation and sick leave pay outs shall no longer be counted as compensation under the Town Chapter 175 Defined Benefit Pension Plan which shall become effective upon adoption of an enacting resolution by the Town Commission.**

1. Resolution of Impasse Issues Between IIAFF Local 2546 and the Town - Continued

**The motion, seconded by Commr. Younger, carried by a 7-0 roll call vote, as follows: Siekmann, aye; Younger, aye; Brown, aye; Spoll, aye; Larson, aye; Brenner, aye; Lenobel, aye.**

Attorney Allen advised that he will draft the contract in accordance with the actions previously agreed to and in accordance with Town Commission action this date for ratification by the Union and the Town.

Commr. Brenner noted a scheduled Pension Workshop on March 7, 2011, and suggested that it be cancelled pending legislation in Tallahassee, advised of an upcoming pension meeting by the Public Interest Committee (PIC) on March 9, 2011, and encouraged attendance at the PIC meeting.

Discussion ensued on maintaining the scheduled meetings and the time frame for suggested postponement of future meetings..

**Commr. Brenner moved to cancel the March 7 workshop. The motion was seconded by Commr. Siekmann.**

Subsequent to clarification, Commr. Brenner noted his intent to postpone further pension workshop meetings until legislative action in Tallahassee is completed.

**Subsequent to comments, Commr. Brenner restated his motion to cancel the Monday, March 7, 2011, Special Pension Workshop. The motion, seconded by Commr. Siekmann, carried unanimously on a voice vote.**

Attorney Allen advised that the subject of pension is a mandatory subject of bargaining and requiring the Commission to meet with the Town Manager to discuss issues to be addressed (Executive Session) and noted restrictions on taking positions during a workshop meeting.

Commr. Larson inquired, and Attorney Allen advised of the time to hold Executive Sessions.

Town Attorney Persson inquired as to discussion on pension issues for the General Employees' and the ability of the Town Commission to obtain estimated costs for various scenarios relating to benefits.

Attorney Allen reviewed the function of the Pension Board of Trustees and the role of the Town Commission.

**Mayor Spoll closed the public hearing on the Impasse issues.**

Discussion ensued on the following topics/issues:

- obtaining information on various pension benefit scenarios
- scheduling additional workshop meetings for pension discussions
- options to cancel future workshops.

1. Resolution of Impasse Issues Between IIAFF Local 2546 and the Town - Continued  
**Following comments by Town Manager St. Denis, there was consensus to cancel future Pension Workshop meetings until after an Executive Session is held.**

**ADJOURNMENT**

**Mayor Spoil adjourned the March 2, 2011, Special Meeting at 12:11 p.m.**

\_\_\_\_\_  
Trish Granger, Town Clerk

\_\_\_\_\_  
James L. Brown, Mayor

Minutes Approved: \_\_\_\_\_