

**RESOLUTION NO. 32-10-12**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA RATIFYING THE TENTATIVE AGREEMENT BETWEEN THE TOWN OF LAKE PARK AND THE FEDERATION OF PUBLIC EMPLOYEES, A DIVISION OF THE NATIONAL FEDERATION OF PUBLIC AND PRIVATE EMPLOYEES (AFL-CIO) FOR THE 2012-2013 FISCAL YEAR; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Lake Park, Florida (hereinafter "Town") is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

**WHEREAS**, the Town and the Federation of Public Employees, a Division of the National Federation of Public and Private Employees AFL-CIO (hereinafter the "Union") negotiated in good faith and reached a Collective Bargaining Agreement (hereinafter the "Agreement") for the term of October 1, 2011 to September 30, 2014, which was approved by the Town Commission on November 2, 2011; and

**WHEREAS**, the Agreement contains at Article 25, Article 26 and Article 28 respectively reopens for the negotiation of insurance benefits, wages and pension benefits prior to the second and third year of the Agreement; and

**WHEREAS**, the Town and the Union negotiated the three reopens contained in Article 25, Article 26 and Article 28 and on October 2, 2012 initialed on behalf of the Town and the Union respectively a Tentative Agreement, a copy of which is attached hereto and incorporated herein as **Exhibit A**; and

**WHEREAS**, on October 4, 2012, the members of the Union voted to ratify the Tentative Agreement between the Town and the Union; and

**WHEREAS**, the Town Commission of the Town of Lake Park has reviewed the provisions of the Tentative Agreement and has determined that it is in the best interest of the Town and its covered employees to ratify the Tentative Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AS FOLLOWS:**

**Section 1.** The whereas clauses are true and correct and are incorporated herein.

**Section 2.** The Town Commission hereby ratifies the Tentative Agreement reached between the Union and the Town on October 2, 2012 for the 2012-2013 fiscal year, a copy of which is attached hereto and incorporated herein, and authorizes and directs the Mayor to execute such Agreement.


**Section 3.** This Resolution shall become effective immediately upon adoption.

The foregoing Resolution was offered by Vice-Mayor Rumsey who moved its adoption. The motion was seconded by Commissioner Stevens and upon being put to a roll call vote, the vote was as follows:

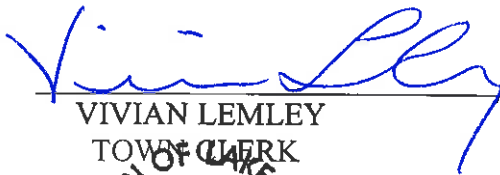

	AYE	NAY
MAYOR JAMES DUBOIS	<u>✓</u>	—
VICE-MAYOR KENDALL RUMSEY	<u>✓</u>	—
COMMISSIONER STEVEN HOCKMAN	—	<u>✓</u>
COMMISSIONER JEANINE LONGTIN	<u>✓</u>	—
COMMISSIONER TIM STEVENS	<u>✓</u>	—

The Town Commission thereupon declared the foregoing Resolution NO. 32-10-12 duly passed and adopted this 7 day of November, 2012.


TOWN OF LAKE PARK, FLORIDA

BY:   
JAMES DUBOIS  
MAYOR

ATTEST:

  
VIVIAN LEMLEY  
TOWN CLERK  
  
TOWN OF LAKE PARK  
SEAL  
(TOWN SEAL)  
FLORIDA

Approved as to form and legal sufficiency:

BY:   
THOMAS J. BAIRD  
TOWN ATTORNEY

# 2012 Collective Bargaining Negotiations Tentative Agreement with Regard to Reopeners

## ARTICLE 25 INSURANCE

The Town agrees to pay the premiums for the group hospitalization, medical and dental plans in the following manner for all full-time bargaining unit members:

### Insurance Benefits

- A. Individual plans (Medical, Dental, Vision and Life Insurance) employer pays 100% of the premiums.
- B. The Town agrees to continue to maintain the current level of coverage (Medical, Dental and Vision) and the Town's employees payment participation at the current rates as defined in the schedule of employee benefits for employee/spouse, employee/child, or employee/family plan.
- C. The employee's agree to share equally in any increase in cost of employee/spouse, employee/child, or employee/family for Medical Plan as defined in the schedule of employee benefits. The Town at its own discretion may choose to pay a greater percentage of the increase costs of employee/spouse, employee/child, or family plan as defined in the schedule of employee benefits.
- D. The Town and the Union also agree to consider other insurance plans and options available and, upon mutual consent of the parties, this article may be amended during the term of this Agreement.
- D. The Town agrees to continue to maintain the current level of coverage for short term and long term disability as defined in the schedule of employee benefits.
- E. The parties agree to reopen negotiations for insurance benefits prior to the ~~second~~ <sup>second</sup> ~~(2<sup>nd</sup>)~~ <sup>and</sup> third (3<sup>rd</sup>) year of this Agreement.

Tentative Agreement on behalf of the Union: 

Date: 10-2-12

Tentative Agreement on behalf of the Town: 

Date: 10/2/2012

ARTICLE 26  
PAY PLAN

Section 1. Effective October 1, 2008 through September 30, 2009, pay schedules recommended range for bargaining unit employees shall be as follows:

Job Title	Minimum		Maximums	
	Salary Level	Salary Level	Salary Level	Salary Level
Custodian (Annual) (Hourly)	\$20,566.21 \$ 9.89		\$31,603.16 \$15.19	
Equipment (Annual) Operator I (Hourly)	\$22,731.08 \$10.93		\$34,034.18 \$16.36	
Equipment (Annual) Operator II (Hourly)	\$28,143.24 \$13.53		\$48,620.25 \$23.38	
Equipment (Annual) Operator III (Hourly)	\$33,542.50 \$16.13		\$51,000.77 \$24.52	
Maintenance(Annual) Worker I (Hourly)	\$20,566.21 \$9.89		\$31,603.16 \$15.19	
Maintenance(Annual) Worker II (Hourly)	\$22,731.08 \$10.93		\$34,034.18 \$16.36	
Maintenance Worker III (Annual) (Hourly)	\$29,863.64 \$14.36		\$46,781.28 \$22.49	
Facilities Maintenance (Annual) Worker I (Hourly)	\$24,128.96 \$11.60		\$34,856.64 \$16.76	
Facilities Maintenance (Annual) Worker II (Hourly)	\$30,080.04 \$14.46		\$41,621.58 \$20.01	

Facilities Maintenance (Annual) Worker III (Hourly)	\$35,706.53 \$17.17	\$51,270.66 \$24.65
Facilities Mechanic I (Annual) (Hourly)	\$28,565.22 \$13.73	\$38,525.76 \$18.52
Facilities Mechanic II (Annual) (hourly)	\$32,676.88 \$15.71	\$45,405.36 \$21.83
Irrigation Technician I (Annual) (Hourly)	\$27,375.00 \$13.16	\$37,723.14 \$18.14
Irrigation Technician II (Annual) (Hourly)	\$31,919.47 \$15.35	\$41,048.28 \$19.73
Storm Water Technician I (Annual) (Hourly)	\$29,863.64 \$14.36	\$46,781.28 \$22.49
Storm Water Technician II (Annual) (Hourly)	\$33,542.50 \$ 16.13	\$51,000.77 \$24.52
Traffic Maintenance Technician I (Annual) Technician (Hourly)	\$27,375.00 \$13.16	\$36,232.56 \$17.42
Traffic Maintenance Technician II (Annual) (Hourly)	\$30,512.85 \$14.67	\$40,131.00 \$19.29
Dock Attendant (Annual) (Hourly)	\$20,969.47 \$10.08	\$31,603.16 \$15.19
Grounds Maintenance(Annual) Crew Leader(Hourly)	\$25,978.37 \$12.49	\$42,542.72 \$20.45
Mechanic I(Annual) (Hourly)	\$25,384.10 \$12.20	\$38,896.20 \$18.70

Mechanic II (Annual) (Hourly)	\$30,308.10 \$14.57	\$47,404.74 \$22.79
Operations Technician I (Annual) (Hourly)	\$29,651.40 14.26	\$43,273.13 \$20.80
Ground Maintenance (Annual) Worker II (Hourly)	\$22,731.08 \$10.93	\$34,034.18 \$16.36

~~The parties agree to reopen negotiations for wages prior to the second (2<sup>nd</sup>) and third (3<sup>rd</sup>) year of this Agreement.~~

Section 2. The Town Manager may in his or her discretion place newly hired employees at a range in the pay scale commensurate with the employee's training and experience.

Section 3. During the term of this Agreement, except as may be otherwise negotiated between the parties, full-time employees shall move through the pay ranges at a percentage determined by the employee's annual evaluation of 0-5% or the percentage rate defined in the Employee Handbook, whichever is greater upon each employee's anniversary date each year.

Section 4. Full-time employees shall receive longevity payments in the cardinal years of their employment at rates which match the year reached: 5 years, \$500, 10 years, \$1000, 15 years, \$1500, and so on. Employees receiving longevity prior to 10-1-99 under the previous plan (\$500/year 5 -10 years, \$1000/year 10+ years) shall continue to receive longevity at this rate until the pension plan negotiated between the parties is implemented. When the pension plan is implemented all longevity will be paid at one half the current rates (\$250 for 5 -10 years; \$500 for 10 + years) for those employees already receiving longevity as of 10-1-99 only. Employee's not yet in longevity, it will be as described in sentence 1 of this paragraph.

Section 5. ~~The Town agrees that there shall be no furlough days or pay cuts for employees during the second (2<sup>nd</sup>) year of this Agreement. No employees shall receive a cost of living pay increase during the first (1<sup>st</sup>) year of this Agreement, from October 1, 2011 to September 30, 2012 and during the second (2<sup>nd</sup>) year of this Agreement from October 1, 2012 to September 30, 2013.~~ The parties agree to reopen negotiations for wages prior to the ~~second (2<sup>nd</sup>) and third (3<sup>rd</sup>)~~ year of this Agreement.

Section 6. Evaluations will be conducted on a form, which clearly sets forth the criteria to be used in evaluating employees. Evaluations will be conducted in a fair, nondiscriminatory manner.



Tentative Agreement on behalf of the Union: \_\_\_\_\_



Tentative Agreement on behalf of the Town: \_\_\_\_\_

Date: 10-2-12

Date: 10/2/2012

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**ARTICLE 28**  
**PENSION FUND**

The Town will provide a defined contribution pension plan to all full-time employees of the bargaining unit. Such employee will be able to choose among investment alternatives of the plan for funds contributed on his behalf. Part-time employees as of the ratification of this Agreement will be grandfathered into the Pension Plan.

The parties agree to reopen negotiations for Pension prior to the ~~second (2<sup>nd</sup>)~~ and third (3<sup>rd</sup>) year of this Agreement.

The Town will contribute five percent (5%) of each employee's compensation to each member's retirement account. Each member may contribute up to an amount applicable under current law each year to his retirement account. In addition, the Town will match one-half of a member's contribution up to two and one-half percent (2 ½ %) of the member's annual compensation which shall be suspended during the first (1<sup>st</sup>) and second (2<sup>nd</sup>) year of this Agreement. The Town's maximum contribution to a member's retirement account will be seven and one-half percent (7 ½ %) of the member's annual compensation, except for the first and second (2<sup>nd</sup>) year of this Agreement.

Other provisions of the Town Retirement Plan will be as found in the Adoption Agreement between the Town of Lake Park and the Variable Annuity Life Insurance Company (VALIC).



Tentative Agreement on behalf of the Union:

Date: 10-2-12



Tentative Agreement on behalf of the Town:

Date: 10/2/2012

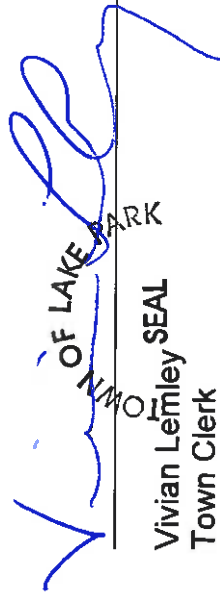
Dated this \_\_\_\_ day of November, 2012.

TOWN OF LAKE PARK

By: 

James DuBois, Mayor

ATTEST:

  
TOWN OF LAKE PARK

Vivian Lemley SEAL  
Town Clerk FLORIDA