



## Legislation Text

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File #: 24-0813, Version: 1

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**TO:** Honorable Mayor & Members of the North Port Commission

**FROM:** A. Jerome Fletcher II, ICMA-CM, MPA, City Manager

**TITLE:** Approve the Collective Bargaining Agreement Between the City of North Port and the Florida Police Benevolent Association - A Chapter of the Southwest Florida Police Benevolent Association (PBA), for the Period of October 1, 2024, - September 30, 2027.

### **Recommended Action**

Approve the Collective Bargaining Agreement Between the City of North Port and the Florida Police Benevolent Association - A Chapter of the Southwest Florida Police Benevolent Association (PBA), for the Period of October 1, 2024, - September 30, 2027.

### **Background Information**

The City and the PBA met for several sessions since February 6, 2024, to exchange proposals and negotiate terms of a Successor Agreement for the period of October 1, 2024, to September 30, 2027. The City was notified on May 31, 2024, that the Contract was ratified by the union membership. The Agreement proposed will be for a term of three (3) years, effective October 1, 2024, and ending on September 30, 2027.

Some highlights of the changes to the Agreement are as follows:

- **Article 3, Employee Rights** - Added "Alternative Suspension" as a disciplinary action.
- **Article 5, Compensation** - Effective October 1, 2024, bargaining unit members in the rank of Public Safety Telecommunicators and Senior Public Safety Telecommunicators shall receive a two and one-half percent (2.5%) Cost of Living Adjustment (COLA) increase plus five hundred dollars (\$500.00) to their base salary. The minimum and maximum of the pay plan shall be adjusted by the two and one-half percent 2.5%.
- Bargaining unit members in the rank of Police Officer will receive a five percent (5%) pay adjustment, plus a two and one-half percent (2.5%) COLA to their base salary. The minimum and maximum of the pay grade shall be adjusted by the five percent (5%) pay adjustment and the two and one-half percent (2.5%) COLA.
- Bargaining unit members in the rank of Sergeant will receive a five percent (5%) pay adjustment, plus a two and one-half percent (2.5%) COLA to their base salary. Bargaining unit members who are at the top of the pay grade shall receive only a two and one-half percent (2.5%) COLA. The base of the pay grade shall be adjusted by the five percent (5%) pay adjustment and the two and one-half percent (2.5%) COLA. The maximum of the pay grade shall be adjusted only two and one-half percent (2.5%) for the COLA.
- Additionally, on October 1, 2024, bargaining unit employees will receive up to a six percent (6%) increase to their base pay based on the professional development plan. Members attaining Level I shall receive a three percent (3%) increase. Members attaining Level II shall receive a four percent (4%) increase. Members attaining Level III shall receive a six percent (6%) increase. Bargaining unit members at the maximum of their respective pay range shall receive a pensionable lump sum payment based on the Level they have attained in the professional

development plan.

- Effective October 1, 2025, bargaining unit employees shall have their base wage increased by a two and one-half percent (2.5%) COLA increase over the Appendix "A" October 1, 2024, wage rates.
- Additionally, on October 1, 2025, bargaining unit employees will receive up to a six percent (6%) increase to their base pay based on the professional development plan. Members attaining Level I shall receive a three percent (3%) increase. Members attaining Level II shall receive a four percent (4%) increase. Members attaining Level III shall receive a six percent (6%) increase. Bargaining unit members at the maximum of their respective pay range shall receive a pensionable lump sum payment based on the Level they have attained in the professional development plan.
- Effective October 1, 2026, bargaining unit employees shall have their base wage increased by a COLA based upon the Tampa-St. Petersburg-Clearwater Consumer Price Index (CPI) - W May to May, 2024-2025, with a maximum two and one-half percent (2.5%) increase over the Appendix "A" October 1, 2025, wage rates.
- Additionally, on October 1, 2026, bargaining unit employees will receive up to a six percent (6%) increase to their base pay based on the professional development plan. Members attaining Level I shall receive a three percent (3%) increase. Members attaining Level II shall receive a four percent (4%) increase. Members attaining Level III shall receive a six percent (6%) increase. Bargaining unit members at the maximum of their respective pay range shall receive a pensionable lump sum payment based on the Level they have attained in the professional development plan.
- **Article 6, Special Duty Pay** - Added "telecommunications" to positions receiving an on-call differential of one (1) hour pay at straight time hourly rate for each day assigned and scheduled.
- Added Motor Unit and Honor Guard specialties to those bargaining unit employees receiving one hundred and fifty dollars (\$150.00) per month for specialty pay.
- Added language of an "Explosive Materials Unit" (who will receive specialty pays as outlined in the contract).
- Added language that Field Training Officer (FTO) specialty pay shall be a stand-alone specialty pay at the rate of two hundred dollars (\$200) per month.
- Added language that Telecommunications Training Operator (CTO) specialty pay shall be a stand-alone specialty pay at the rate of two hundred dollars (\$200) per month. Specialty Pay will be included in the assigned employee's regular rate for purposes of computing overtime rate.
- Employees who are receiving one of the Support Services Supplemental Pay additions listed in the CBA and who qualify for and are assigned multiple specialties listed in Section 2 subsection 1 of this article shall receive seventy-five dollars (\$75) per month specialty pay for the first assigned specialty, and thirty-seven dollars and fifty cents (\$37.50) per month specialty pay for the second assigned specialty. The maximum amount (excluding SRT/SWAT team, FTO, CTO, and Corporal specialty pay) any bargaining unit employee can receive in monthly specialty pay while receiving Supplemental Pay shall be one-hundred twelve dollars and fifty cents (\$112.50). Supplemental Pay will be included in the assigned employee's regular rate of pay for purposes of computing overtime rate.
- **Article 7, Hours of Work/Overtime** - Members assigned to the Criminal Investigations Bureaus, Special Operations Bureau, or Administrative Bureau (with the exception of Telecommunications members) are waived from the 14-day notice of change of duty or assignment.
- Bargaining unit employees shall bid for shift preference with the effective date of the first payroll period of October for each year.
- **Article 9, Grievance and Arbitration Procedure** - Grievances filed for Written Reprimand may only be appealed through Step 3.

- **Article 10, Leave** - Added language regarding vacation time accrual, use of personal and bereavement time and the addition of the Juneteenth holiday.
- **Article 12, Insurance** - Added language regarding death benefit for officers equal to one times their annual salary up to a maximum of one hundred thousand (\$100,000) dollars.
- **Article 13, Promotion in Rank within the Bargaining Unit** - Added language to modify promotional evaluations, Written Test is to be 30% (passing grade of 70%), Job Performance is to be 25%, Oral Interview is to be 25%, and Practical/Scenario is to be 20% of the promotional evaluation process.
- **Article 14, Safety and Health** - Added language that staffing levels will be determined by management.
- **Article 16, Pension** - Added language, effective upon ratification of this agreement, members in the 185 plan shall be eligible to participate in the Deferred Retirement Option Program (DROP) for up to ninety-six (96) months. Entrance into the DROP shall be in accordance with the plan description and rules governing the DROP eligibility.
- Effective October 1, 2024, the following shall apply: The current monthly supplemental benefit shall increase from one hundred sixty-five dollars (\$165) to two hundred (\$200) for current and future retirees who are otherwise entitled to this benefit. Current active members hired after May 27, 2014, are now included.
- **Professional Achievement** - Added language regarding credits for military service and law enforcement instruction.
- Added language that members who are deployed on military orders who have attained with reasonable certainty the same level of achievement for the previous year shall receive and increase equivalent to the same level as the prior year.

Staff recommends approval of the Collective Bargaining Agreement between the City of North Port and the Southwest Florida Police Benevolent Association, Inc., for the period of October 1, 2024, to September 30, 2027.

The Collective Bargaining Agreement between the City of Nort Port and the Southwest Florida Police Benevolent Association, Inc. has been reviewed by the City Attorney and is legally correct as to form.

### **Strategic Plan**

Good Governance

### **Financial Impact**

Estimated cost for:

Fiscal Year (FY)	Salary Wages	FICA	Pension	TOTAL
FY 24/25	\$1,286,177	\$ 98,393	\$405,469	\$1,790,038
FY 25/26	\$ 677,395	\$ 51,821	\$206,545	\$ 935,760
FY 26/27	\$ 716,247	\$ 54,793	\$218,775	\$ 989,815

### **Procurement**

Attachments:

1. PBA Increase Overview
2. PBA and City of North Port PD Clean Copy
3. PBA and City of North Port P.D. Working Document
4. NPPD Professional Development Plan 10/1/24 working document

**Prepared by:** Christine McDade, Human Resources Director

**Department Director:** Christine McDade, Human Resources Director