

Michael E. Coviello, Esq., P.L.

6023 26th Street West, #135
Bradenton, Florida 34207
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December 7, 2004

Mr. Martin Black
City Manager,
City of Venice
410 Venice Avenue
Venice, Florida 34285

Re: Collective Bargaining between Florida State Lodge, Fraternal Order of
Police, Inc. ("FOP") and the City of Venice ("City")

Dear Mr. Black:

It has been brought to my attention as General Counsel for the FOP that the City has delayed the negotiation of the successor collective bargaining agreement ("CBA") covering police officers employed by the City until January 19, 2005. Since the last negotiation session took place on October 28, 2004, that is a delay of nearly three months. It is further my understanding that the City, contrary to past practice during negotiations, has denied the FOP's request for a letter of retroactivity.

While it is the City's right to negotiate such items as retroactivity, the City is obligated by Fla. Stat. §§447.203(17) and 447.309 to negotiate in *Good faith*. A delay of three months combined with a refusal to retroactively apply contract terms as the parties have done in the past is indicative of an intent to force unfavorable contract terms in bad faith and is violative of the law.

As such, demand is hereby made for the City to return to the negotiating table before the end of December and to negotiate in good faith. While the FOP desires an amicable relationship with management, any and all available measures will be taken to preserve the rights of FOP members and to preserve the integrity of the collective bargaining process.

Please contact Mr. Noeske to set a date for negotiations as soon as possible.

Respectfully submitted,

Michael E. Coviello

cc: Paul J. Noeske, FOP Staff Representative

**CITY OF VENICE, FLORIDA
OFFICE OF THE CITY MANAGER**

December 14, 2004

Mr. Michael E. Coviello,
Esq., PL. 6023 26th Street
West, #135 Bradenton,
Florida 34207

Dear Mr. Coviello:

Thank you for your letter of December 9, 2004 regarding the status of negotiations between the City of Venice and the Fraternal Order of Police (FOP). We appreciate your concerns for the delay in fixing a schedule to move forward with negotiations, but must point out several facts for your consideration:

1. The city is in negotiation with two different FOP units:
 - a. Officers
 - b. Sergeants & Lieutenants

While your letter does not specify either unit, we presume it is applicable to both.

2. We believed we were close in completing negotiations with FOP - Sergeants & Lieutenants, however FOP has constantly required that both units meet on the same or adjoining day and schedule. Since there were grossly different proposals by the two units, we have been forced to unnecessarily extend the negotiations process to meet FOP's requests.
3. FOP Officers began negotiations with a request for an over 21% across the board increase in year one. This request was so far beyond our expectation or anticipation by management that we spent the greater part of the entire bargaining process, to date, at the table attempting to have the FOP Officers provide us with an understanding of why such a request was in good faith and reasonable.
4. We previously conveyed the limits imposed on our bargaining team as a result of the trial schedule for the City Attorney during the month of December. As an attorney, we hope you can appreciate this commitment.
5. Earlier this fall, we took a break in negotiations to review policy guidance from the City Council on the extent of the FOP Officers contract proposal. This was a direct outcome of the unexpected demands for an over 21% across the board increase, coupled with a request to initiate a significant policy change and allow each officer take-home vehicle benefits.

6. I understand that the January 19, 2005 date was mutually agreed to by representatives of the City and Mr. Noeske and reflected typical impacts of the holiday season.
7. We appreciate your recognition of the City's right to renegotiate terms, including retroactivity of provisions. We believe our provision of annual step increases reflects our good faith efforts to work cooperatively with FOP. We have only recently initiated this practice with our other bargaining units and it reflects my personal intent to work equitably and cooperatively with each bargaining unit.

Hopefully you can appreciate that the negotiating process has been more lengthy than City management would have preferred, however, we have in good faith tried to afford ample opportunity for the demands of the FOP officers to be completely reviewed and understood by management before each counter-offer.

The City has not taken any steps to force any contract provisions or otherwise declare an impasse in negotiations at this time. Our continued interest is in reaching an amicable settlement of all outstanding bargaining issues. While I have not been directly involved in the regular negotiation process to date, my prior experience with FOP and Mr. Noeske leads me to believe that we can successfully conclude the bargaining process early next year.

With regard to your specific request to return to the bargaining table this month, I am asking the City's bargaining team members to review your request and respond directly to whether it is feasible to honor such a request at such a late date in the month.

Sincerely,

Martin P. Black, AICP,
ICMA-CM City Manager

MB/rk

Cc: Mayor and City Council
Robert Anderson, City Attorney
Brenda Digges, Director of Administrative
Services Rollie Reynolds, Human Resources
officer Jim Hanks, Chief of Police
Paul Noeske, FOP Staff
Representative Robert Palmieri,
FOP Officers
Keith Harvey, FOP Sergeants & Lieutenants,

Fraternal Order of Police
Venice Lodge 51



P.O. Box 1791 Venice, Fl. 34284

Mr. Martin Black
City Manager, City of Venice
401 Venice Avenue West
Venice, Florida 34285

December 23, 2004

Dear Mr. Black,

As chairman of the Patrol Officer's contract negotiation team, I feel it is incumbent upon me to respond to your letter to Mr. Coviello dated December 14, 2004.

Due to the sizeable number of incongruities between what you perceive to be fact and what has actually transpired at the table, it is apparent to me you have not received accurate information from your team.

First and foremost, I am uncertain how in good conscience you can claim the F.O.P. has failed to provide you with substantial documentation to support our initial proposal for a 21% increase in pay. Not only did the Lodge present a comprehensive power-point presentation to your team, citing numerous reputable public and private entities, we also provided your team with a concise packet of our data for their review away from the table.

Since you fail to recognize our position, or have not been provided with our data I'll afford you with an abbreviated overview of our presentation.

- As indicated by the National Board of Realtors, the Sarasota County Board of Realtors and the Venice Area Board of Realtors, the Sarasota area and most specifically the Venice area, has experienced an increase in property values second only to San Bernadino/Riverside California. This equates to a 26% increase in property values from January 2003 to January 2004. In specific terms, the cost of an average three bedroom house in the Venice area, as of January 2004, was \$267,000. Furthermore, our research ended January 2004; the value of the same

home has increased drastically since our initial proposal was calculated. If you so desire, the Lodge will gladly provide you with updated statistics.

- Our proposal for a monetary increase was still below the excepted average for a mortgage large enough to sustain a house valued at \$267,000. By using the basic H.U.D. accepted formula to calculate a home mortgage (30% of income to be allocated for housing expenses), the Lodge would have asked for an increase in pay of 37%.
- Secondly we compared the base pay of a Sarasota County Sheriffs Deputy, taking into account disparities in calculated benefits and how they relate to our adjusted gross rate-of-pay; whereby, an SSO Deputy tops out at approximately \$53,000. Our counterpart in the Sheriffs Office enjoys a non-participatory pension system, we in turn pay an established 7 ¹/₄% of our gross pay to support our pension system. Furthermore, when you factor in the same Deputy's take-home car benefit, calculated at an accepted industry standard of between \$3,000 and \$5,000 per year, our counterpart in the Sheriffs Office enjoys an equivalent gross income adjusted to approximately \$59,000 per year.
- You, yourself, are aware that Sarasota County workers are being priced out of the Oarea housing market due to the dramatic increase in area housing costs. While you were the Assistant City Manager of Venice you participated in a study published by S.C.O.P.E. (Sarasota County Openly Plans for Excellence). The study outlined concerns about the housing boom and how it derogatorily affected workers' ability to afford housing. The housing situation has worsened since the study was published.
- To further bolster our position, the City has enjoyed an increased taxable property benefit of approximately 20% for fiscal year 2003/2004 and a projected increase of approximately 18% for fiscal year 2004/2005. The property tax increases are a direct result of increases in appraised property values.

As previously indicated, the aforementioned information is an abbreviated overview of the voluminous amount of data we provided your team regarding our monetary proposal.

Regarding management's counter proposals; in a word, they have been *nonexistent*. As meetings progressed, the Lodge consistently lowered its good faith proposal of a 21% across the board annual increase in pay. Management on the other hand remained steadfast with its ridiculously low and unsubstantiated counter proposal of a 3% increase in pay each year for the next three years. This counter proposal would not even allow us parity with the City's Firefighters.

In regards to parity with the Firefighters' union; the Lodge has provided the City team with known disparities in the consumption of sick-leave and vacation accruals between the two unions. Yet again, your team chose to ignore these inequities by bringing nothing to the table.

Additionally, the City is forcing the Lodge to accept a healthcare package it negotiated with the Firefighters' union. The City's team has yet to budge on this issue and has not provided the Lodge with a good faith justification for this added expense and decrease in benefit.

Concerning the City attorney's court schedule; the Lodge was informed, in a prenegotiation meeting, that you wanted the negotiation process to progress swiftly. Your representatives informed us that the negotiation meeting schedule would not be held up due to the absence of any one member of the City's team. We were lead to believe this was your mandate and you expected it to be followed. We, on the other hand, were expected to follow suit. Therefore, it is apparent to the Lodge, the City attorney's court schedule should not have retarded the negotiation process to the degree it has thus far.

Your team has informed the Lodge at several meetings, they are imposing City Council's will; as a result, may I suggest you consider convening with your team to review the above mentioned information, as well as, the volumes of cited data we provided them to date. I trust an evaluation of our information will shed light on our proposals and provide you with an educated ability to relate our good faith proposal to City Council for their review and action.

I hope this finds you well during this Holiday season.

For the Lodge,

Robert Palmieri, President F.O.P. Venice Lodge 57

CC: Mayor and City Council

Michael Coviello, Esq., General Council Florida State F.O.P. Robert Anderson, Esq.,
City Attorney Paul Noeske, F.O.P. Staff Representative F.O.P. Contract Negotiation
Team
F.O.P. Bulletin Board
F.O.P. S&L
Chief Jim Hanks, V.P.D.
Rollie Reynolds, Human Resources Officer
Brenda Digges, Director of Administrative Services