

STATE OF FLORIDA  
PUBLIC EMPLOYEES RELATIONS COMMISSION

4050 Esplanade Way  
Tallahassee, Florida 32399-0950  
(850) 488-8641

DO NOT WRITE IN THIS BOX

CASE NUMBER

CA-

DATE FILED

CHARGE AGAINST EMPLOYER

INSTRUCTIONS:

Submit an original and one (1) copy of this charge to the Public Employees Relations Commission along with proof of simultaneous service upon the other parties. (NOTE: The charge must be accompanied by sworn statement(s) and where applicable, documentary evidence in support of the allegations of the charge. Such supporting evidence and documentary evidence is NOT to be attached to the charge and need not be served upon the other parties.)

The Charging Party alleges that the public employer or its agents named below have engaged in (an) unfair labor practice(s). Charging Party requests the Public Employees Relations Commission to process this charge under its proper authority.

- NAME OF CHARGING PARTY:** Communications Workers of America; Florida Police Benevolent Association, Inc.; Gainesville Professional Fire Fighters, IAFF, Local 2157; Gator Lodge 67,  
Inc., Fraternal Order of                      **Facsimile (Fax) No.** Police  
**Address** phone, facsimile and address c/o Charging Party Representative
- CHARGING PARTY REPRESENTATIVE:** Paul A. Donnelly & Laura A. Gross  
**Title:** Attorney  
**Phone No.** 352-374-4001                      **Facsimile (Fax) No.** 352-374-4046  
**Address** 2772 NW 43rd Street, Suite S, Gainesville, FL 32606
- NAME OF EMPLOYER:** City of Gainesville  
**Address** 200 E. University Avenue, Fourth Floor, Gainesville, FL
- EMPLOYER REPRESENTATIVE:** Russ Blackburn  
**Title:** City Manager  
**Phone No.** 352-334-5010                      **Facsimile (Fax) No.** 352-334-3119  
**Address** 200 E. University Avenue, Fourth Floor, Gainesville FL
- The above named employer or its agents have engaged in (an) unfair labor practice(s) within the meaning of Section 447.501(1)(a) and (c) \_\_\_\_\_, Florida Statutes.

(list sections)

6. **BASIS OF CHARGE:** (Specify facts, names, places, dates, etc. If more space is needed, attach additional pages.)

Please see attached narrative with supporting exhibits.

I have read the charge. The statements contained therein are true to the best of my knowledge and belief. A copy of this fully executed form has been mailed or delivered to the representative(s) of the employer and any other party.

*[Handwritten Signature]*

Signature of Charging Party Representative

**NOTARY STATEMENT:**

STATE OF FLORIDA, COUNTY OF Alachua

Sworn to and subscribed before me this 5<sup>th</sup> day of January, 2009

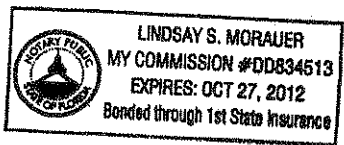
by Laura A. Gross  
(name of person making statement)

Lindsay Morauer  
(Notary Public Signature)

My Commission Expires: 10-27-2012

Personally Known  OR Produced Identification

Type of Identification Produced \_\_\_\_\_



**FALSE STATEMENTS MAY RESULT IN FINE AND IMPRISONMENT  
PURSUANT TO CHAPTER 837, FLORIDA STATUTES**

### BASIS OF CHARGE

1. The City of Gainesville violated Sections 447.501(1)(a) and (c), Florida Statutes (2008) and engaged in unfair labor practices against Communications Workers of America; Florida Police Benevolent Association, Inc.; Gainesville Professional Fire Fighters, IAFF, Local 2157; and Gator Lodge 67, Inc., Fraternal Order of Police and their bargaining unit employees on September 4, 2008, when the City refused to bargain before it unilaterally effectuated a reduction of the City's required contribution to the employees' retiree health care premium payment by fixing its contribution at a set dollar amount rather than a percentage of the payment, effective January 1, 2009, for those employees who retire after August 31, 2008.

### THE PARTIES

2. The City is a public employer within the meaning of § 447.203, Florida Statutes (2008).

3. Communications Workers of America (CWA) is an employee organization within the meaning of § 447.203, Florida Statutes (2008) and the certified bargaining agent of a unit of non-supervisory employees and a unit of supervisory employees employed by the City.

4. Florida Police Benevolent Association, Inc. (Florida PBA) is an employee organization within the meaning of § 447.203, Florida Statutes (2008) and the certified bargaining agent of a

unit of supervisory law enforcement personnel employed by the City.

5. Gainesville Professional Fire Fighters, IAFF, Local 2157 (IAFF Local 2157) is an employee organization within the meaning of § 447.203, Florida Statutes (2008) and the certified bargaining agent of a unit of non-supervisory and supervisory fire and rescue personnel employed by the City.

6. Gator Lodge 67, Inc., Fraternal Order of Police (FOP Lodge 67) is an employee organization within the meaning of § 447.203, Florida Statutes (2008) and the certified bargaining agent of a unit of non-supervisory law enforcement personnel employed by the City.

#### THE CONTRACTS

7. CWA and the City have negotiated collective bargaining agreements for the non-supervisory and supervisory bargaining units in effect from January 1, 2007 through December 31, 2009. (Appended hereto as Composite Exhibit 1 are true and correct copies of the agreements.)<sup>1</sup>

8. Florida PBA and the City have negotiated collective bargaining agreements for the bargaining unit employees in effect from October 1, 2005 through September 30, 2008 and October 1, 2008

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<sup>1</sup>To reduce the number of paper pages filed, copies of the agreements for all of the unions are submitted in reduced, double-sided format.

through September 30, 2011. (Appended hereto as Composite Exhibit 2 is a true and correct copy of the agreements.)

9. IAFF Local 2157 and the City have negotiated collective bargaining agreements for the non-supervisory bargaining unit in effect from October 1, 2006 through September 30, 2009 and for the supervisory bargaining unit in effect from October 1, 2005 through September 30, 2008 and October 1, 2008 through September 30, 2011. (Appended hereto as Composite Exhibit 3 are true and correct copies of the agreements.)

10. FOP Lodge 67 and the City have negotiated collective bargaining agreements for the bargaining unit in effect from October 1, 2007 through September 30, 2010. (Appended hereto as Exhibit 4 is a true and correct copy of the agreement.)

11. The contracts are silent with respect to retiree health insurance benefits.

#### THE PAST PRACTICE

12. From April 1, 1995 through August 31, 2008, the formula to determine the City's contribution toward retiree health insurance premiums for employees with less than 10 years of service as of April 1, 1995 was as follows:

+2% X years of credited service, or portion thereof,  
for credited service years 1-10.

+3% X years of credited service, or portion thereof,  
for credited service years 11-20.

+2% X years of credited service, or portion thereof, for credited service years over 20.

+2% X years of age over 65, or portion thereof, at benefit commencement.

-2% X years of age under 65, or portion thereof, at benefit commencement.

= multiplier, maximum of 50%, no minimum guarantee

Multiplier X then current individual coverage premium = City share of premium payment.

13. This formula (hereinafter the "Past Practice Formula") was contained in a City ordinance relating to the retiree health insurance program and trust fund. A copy of the Past Practice Formula in effect from April 1, 1995 through August 31, 2008, stated on page 6 line 7 through page 7 line 5 of the ordinance as most recently amended, Ordinance No. 0-06-14, adopted on February 26, 2006 is appended hereto as Exhibit 5.

14. The Past Practice Formula was unequivocal, longstanding and bargaining unit members could reasonably have expected it to remain unchanged unless and until it was changed through completion of the collective bargaining process.

#### THE CITY'S UNILATERAL CHANGE TO THE FORMULA

15. On or around April 8, 2008, City Manager Russ Blackburn and General Manager Bob Hunzinger sent a memorandum to "All City Employees" which stated:

The City's current retiree health insurance program allows retirees to participate in the City's health

insurance plan and pays a portion of the monthly premium cost for eligible retirees. The formula used to calculate the amount the City was willing to contribute was lowered in the 1990's in an attempt to make the program more sustainable. However, rapidly escalating health care costs and an increasing number of retirees over the last decade have made it necessary for the City to re-visit this program. We believe that the proposed changes outlined below will increase the probability that some portion of your retiree health cost will be able to be funded by the City on a long-term basis, reducing the possibility that the employer contribution could be eliminated in the future due to significant cost increases.

An additional benefit of making this change now is that it will help to minimize the effect of budget cuts and service reductions being considered due to the recent passage of the State Constitutional Amendment, which reduced property taxes and contributed to a \$2.2 million budget deficit currently being projected for the City next year. This change will also help GRU address concerns regarding another year of customer rate increases caused by growing costs. We believe that addressing this problem now will benefit the City and its employees and retirees in the long run and will prevent us from having to take more dramatic actions in the future.

The proposed changes would align the structure of our retiree health insurance program with the plans being provided by Alachua County and UF through the Florida Retirement System (FRS). The FRS plan provides a retiree health insurance contribution benefit of \$5 per month for each year of service up to a maximum of thirty years. This proposed change to the City's plan will include the following benefits for current and future retirees:

- You would receive \$10 per month for each year of credited service with no limit on the number of years of service. For example, if you had 20 years of service you would receive \$200 per month to apply against your health insurance premium.
- If you are under age 65 when you first access the retiree health program, the City's contribution will be reduced by \$5 per month for every year of

age under 65. (Example calculations are shown on page 2.)

- If you are over 65 years old at the time you access the retiree health program the City's contribution would be increased by \$5 per month for every year over age 65. (Example calculations are show on page 2.)
- Your benefit (the amount the City will pay towards your health insurance as a retiree) will be fixed at the time the retiree opts (enters) into the plan, unless the plan is changed in the future.  
(OVER)
- The program will retain the ability to opt-out of the City's Health Insurance Program and re-enter one time in the future.
- Your benefit (the amount the City will pay towards your health insurance premium as a retiree) will be fixed, unless the program is changed in the future.

To help you determine the effect of these proposed changes, we have included, attached to this letter, the amount the City is currently contributing for you and what the City would contribute on your behalf under the program as proposed.

This letter is intended only to provide a notification and a general overview of the features of the proposed changes to the retiree health insurance program. You can learn more about these proposed changes in one of several informational sessions that will be conducted for active and retired employees. If you have questions about these changes, we encourage you to attend one of the information sessions. The dates, time and locations of these meetings are:

April 21 - Thomas Center (Cultural Affairs Bldg.) 3:00 p.m.

April 22 - GRU Multipurpose Room - 5:30 p.m.

April 23 - GRU Multipurpose Room - 5:30 p.m.



Appended hereto as Exhibit 6 is a true and correct copy of April 8, 2008 letter.

16. Representatives of CWA, Florida PBA, IAFF Local 2157 and FOP Lodge 67 requested that the City negotiate the proposed changes.

17. The City refused to bargain the proposed changes.

18. The City's position refusing to bargain was definitive and final.

19. Requests to bargain were futile.

20. The City held meetings with representatives of CWA, Florida PBA, IAFF Local 2157, and FOP Lodge 67 to explain and discuss the proposed changes.

21. At the discussion meetings IAFF Local 2157 President Jeff Lane verbally took the position that the City must negotiate the proposed changes. The City's representative(s) disagreed.

22. IAFF Local 2157 President Lane spoke with City Manager Blackburn and verbally requested to negotiate the proposed changes.

23. City Manager Blackburn refused to bargain with IAFF Local 2157.

24. On April 17, 2008, FOP Lodge 67 President Jeff McAdams sent an email to City Manager Blackburn which stated:

On April 4th, 2008, union representatives met with Mr. Steve Varvel and Ms. Karen Johnson in reference to recent changes the City was implementing to the retiree health insurance program.

As I understand it, retiree health insurance is a benefit and therefore please allow this email to serve as the FOP's demand to bargain this proposed change prior to it being adopted by the City. As soon as possible please have someone contact me to set up negotiations.

(Appended hereto as Exhibit 7 is a true and correct copy of the April 17, 2008 email.)

25. On or around April 21, 2008, City Manager Blackburn sent a memorandum to FOP Lodge 67 President McAdams stating:

By e-mail dated April 17, 2008, you noted that City management has recently advised various bargaining unit representatives, yourself included, that the City was going to make some amendments to the Retiree Health Insurance Program. This Program was most recently amended by Ordinance NO. 0-06-14 adopted on February 27, 2006. A copy of this Ordinance is attached for your convenience.

You have demanded that the City bargain over the proposed changes to the Retiree Health Insurance Program.

As you may or may not be aware, the City has historically, unilaterally ". . . chosen to pay some of the premium costs for continued health insurance coverage for retirees and or their dependents, the percent or amount of which payment for either the retiree or dependent coverage has varies over the year. . ." and the "City has retained this right to vary such in the future, i.e., now (See first whereas clause of Ordinance 0-6-14)

As indicated in the presentation to union representatives referred to above, the increasing number of retirees and escalating health care costs require a continuing evaluation of the extent to which City and City employees could/should subsidize retiree/dependent health coverage.

These changing factors make it imperative that the City act in a fiscally responsible way in balancing its expenditures for retiree health coverage with other needs and programs. In this regard, the City has clearly retained the right to unilaterally, without bargaining, amend the Program, and for that matter terminate the Program and Trust. Please read "Section 2-638,

Amendment; termination of the Program, set forth in the attached Ordinance No. 0-06-014.

Under the circumstances, the City declines your demand to "setup negotiations" or to bargain over the changes to the Retiree Health Insurance Program and Trust."

Attached to the April 21, 2008 was a copy of the Ordinance No. 0-06-14 (appended to this Charge as Exhibit 5). Appended hereto as Exhibit 8 is a true and correct copy of the April 21 memorandum without the attachment.

26. On April 22, City Administrative Services Director Becky L. Rountree sent an email to FOP Lodge 67 President McAdams on which she copied CWA Local 3170 President Jerry Coughlin, Florida PBA Local President William Halvosa, IAFF Local 2157 President Lane stating:

The City Manager asked that I forward the enclosed memo to you regarding your request to bargain the changes proposed to the retiree health insurance program. I am copying each of the other union presidents. I will give you a hard copy when I see you later today.

Attached to the email was a copy of City Manager Blackburn's April 21, 2008 letter to McAdams. Appended hereto as Exhibit 9 is a true and correct copy of the April 21, 2008 email with attachment.

27. On April 28, 2008, the City Commission held a meeting to consider the "Proposal to Change the Formula Used to Calculate the City's contribution to Retiree's [sic] Health Insurance Premiums." At that meeting, CWA Local 3170 President Coughlin, Florida PBA Local President Will Halvosa (who also spoke on behalf of FOP Lodge 67) and IAFF Local 2157 President Lane spoke to the matter

objecting to the City's proposal to change the formula used to calculate the City's contribution to retiree health insurance premium. The City Commission voted to continue the item to June 9, 2008. Appended hereto as Exhibit 10 is a true and correct copy of the April 21, 2008 Meeting Minutes.

28. After that meeting and before June 9, 2008, the City sent out a letter to retirees that stated in pertinent part:

In April you received a letter describing potential changes being proposed related to the Retiree Health Program. This is an update on the process. On April 28<sup>th</sup> [sic], City staff made a presentation to the City Commission outlining the proposed changes. Based on the presentation, staff was directed to bring the stakeholders together and explore additional options.

. . .

There are currently more than six alternatives being studied.

. . .

An update and discussion is scheduled for the City Commission Meeting on June 9<sup>th</sup> 2008.

Appended hereto as Exhibit 11 is a true and correct copy of the City's letter to retirees.

29. On June 9, 2008, the City Commission held a meeting to consider the "Presentation and Update on the Retiree Health Insurance Program" where several options were presented by City staff. At that meeting, CWA Local 3170 President Coughlin, FOP Lodge 67 President McAdams and IAFF Local 2157 President Lane spoke to the matter and objected to the City's proposal to change the

formula used to calculate the City's contribution to retiree health insurance premium and requested to bargain. McAdams demanded the right to bargain and Coughlin stated that the change must go through the parties' IBB (interest-based bargaining) process.

The City Commission voted to:

- 1) Direct the City Attorney to draft an ordinance to allow the change in the Retiree Health Insurance Plan (along the lines of the structure that's in Option 4) with different levels of savings \$500,000; \$1,000,000, and \$1,500,000; 2) amend, change or re-write the Retiree Fund ordinance; 3) delay the decision until staff can bring all aspects of the possible fees, possibilities of increasing revenues and what cuts would have to be made and any other options; and 4) include that there would be a follow through at a time certain, following budget adoption to institute a committee for the purposes of going forward with the plan to restructure the Health Care Plan such that it reduces costs and provides better service.

(Appended hereto as Exhibit 12 is a true and correct copy of the June 9, 2008 Meeting Minutes.)

30. On July 14, 2008, the City Commission held a meeting to consider the "Presentation and Update on the Retirees Health Insurance Program." At that meeting, CWA Local 3170 President Coughlin and FOP Lodge 67 President McAdams spoke to the matter objecting to a change in the formula used to calculate the City's contribution to retiree health insurance premium and stating that changes must be bargained. The City Commission voted to:

- 1) Approve Alternative Recommendation A - Adopt ordinance using Option 4c, \$10 plan indexed at  $\frac{1}{2}$  of the premium increase (currently 6%), with \$5 age adjustments, retiree pays at least the same as an active in the same tier; and 2) refer to the City Manger to explore the inclusion of

a hardship provision and a program to enable retirees to work with the City to recover some portion of their costs in a voluntary capacity.

(Appended hereto as Exhibit 13 is a true and correct copy of the July 14, 2008 Meeting Minutes.)

31. On August 11, 2008, CWA Local 3170 President Coughlin sent a letter to City Manager Blackburn stating:

The City is drafting a proposed ordinance change over the health insurance benefits and contribution level/rates that current bargaining unit employees would earn and receive at the time they retire. Retirement benefits are a mandatory subject of bargaining, and CWA demands to bargain any changes prior to implementation. The City must cease and desist, not implement any changes, and maintain the status quo until the statutory collective bargaining process is completed. If the City fails to maintain the current health insurance benefits for CWA bargaining unit members upon retirement, CWA will consider the City to have violated the collective bargaining agreement and Florida law, and will pursue the matter through the contract grievance/arbitration procedure and/or unfair labor practice proceedings. We look forward to working with you through the IBB process in negotiating any changes.

(Appended hereto as Exhibit 14 is a true and correct copy of the August 11, 2008 letter.)

32. On August 13, 2008, FOP Lodge 67 President McAdams sent a letter to City Manager Blackburn stating:

Please allow this letter to serve as my final demand to bargain.

The City is drafting a proposed ordinance change over the health insurance benefits and contribution level/rates that current bargaining unit employees would earn and receive at the time they retire.

Retirement benefits are a mandatory subject of bargaining, and CWA demands to bargain any changes prior

7  
to implementation. The City must cease and desist, not implement any changes, and maintain the status quo until the statutory collective bargaining process is completed.

If the City fails to maintain the current health insurance benefits for CWA bargaining unit members upon retirement, CWA will consider the City to have violated the collective bargaining agreement and Florida law, and will pursue the matter through the contract grievance/arbitration procedure and/or unfair labor practice proceedings.

I look forward to your immediate attention in coordinating with me in scheduling a date and time to begin bargaining.

(Appended hereto as Exhibit 15 is a true and correct copy of the August 13, 2008 letter.)

33. On August 20, 2008, PBA Staff Representative Rick Nelson sent a letter to City Manager Blackburn stating:

The City is drafting a proposed ordinance change over the health insurance benefits and contribution levels/rates that current bargaining unit employees would earn and receive at the time they retire. Retirement benefits are a mandatory subject of bargaining and PBA demands to bargain any changes prior to implementation.

The City must cease and desist, not implement any changes, and maintain the status quo until the statutory collective bargaining process is completed. If the City fails to maintain the current health insurance benefits for PBA bargaining unit members upon retirement, PBA will consider the City to have violated the collective bargaining agreement and Florida law, and pursue the matter through the contractual grievance/arbitration procedure and/or unfair labor practice proceedings.

We look forward to working with you through the IBB process in negotiating any changes.

(Appended hereto as Exhibit 16 is a true and correct copy of the August 20, 2008 letter.)

34. On August 21, 2008, the City Commission continued to September 2, 2008, the first of the two required readings of the ordinance to change the formula for the City's contribution to retiree health insurance premiums.

35. On September 2, 2008, City Manager Blackburn sent a letter to PBA Staff Representative Rick Nelson and a letter to CWA Local 3170 President Coughlin which repeated the substance of Blackburn's April 21, 2008 letter to FOP President McAdams. (Appended hereto as Composite Exhibit 17 is a true and correct copy of the September 2, 2008 letters without attachment.)

36. On September 2, 2008, the City Commission held the first of the two required readings of the ordinance to change the formula for the City's contribution to retiree health insurance premiums. At that meeting, FOP Lodge 67 President McAdams spoke to the matter objecting to a change in the formula used to calculate the City's contribution to retiree health insurance premium and stating that changes must be bargained. The Commission voted to adopt the ordinance on the first reading. The second and final reading was scheduled for September 4, 2008. (Appended hereto as Exhibit 18 is a true and correct copy of the August 21, 2008 minutes reflecting the September 2, 2008 presentation and vote on the matter.)

37. On September 4, 2008, the City Commission held its final reading and voted to adopt the ordinance to change the formula for the City's contribution to retiree health insurance premiums.



Appended hereto as Exhibit 19 is a true and correct copy of relevant excerpts of the September 4, 2008 Meeting Minutes.

38. The New Formula states in pertinent part:

Sec. 2-643 City contributions for future retirees.

For persons retiring, or applying for retirement, as applicable, after the dates set forth in this section, the City contribution towards a monthly Premium shall be determined as follows:

- (a) Normal or early retirement. Subject to the provisions contained herein, the amount that the City will contribute toward the required Premium for persons first retired effective August 31, 2008, under normal or early retirement, will be calculated in accordance with the following formula:

Ten dollars (\$10) x (times) number of years of credited service and portion thereof:

- (1) plus five dollars (\$5) x (times) number of years of age and portion thereof over 65, on the date that retiree first accesses (enters) the Retiree Health Insurance Program, or
- (2) minus five dollars (\$5) x (times) number of years of age and portion thereof under 65, on the date that retiree first accesses (enters) the Retiree Health Insurance Program.

Appended hereto as Exhibit 20 is a true and correct copy of the ordinance showing the changes from the Past Practice Formula to the New Formula.

39. On September 16, 2008, CWA Local 3170 President Coughlin sent a letter to City Manager Blackburn stating:

I received your letter dated September 2, 2008, on Thursday, September 11 at my inbox at the Thomas Center. I now emphatically demand to have no implementation on current employees covered by our collective bargaining

agreement and reiterate that we demand bargaining on a mandatory bargaining issue.

(Appended hereto as Exhibit 21 is a true and correct copy of the September 16, 2008 letter.)

40. On September 22, 2008, Gainesville Regional Utilities General Manager Robert E. Hunzinger sent a letter to CWA President Coughlin stating:

In response to your September 16, 2008 letter to demand to bargain over Retiree Health Benefits for current bargaining unit members, as indicated in the City Managers' letter of September 2, 2008 and earlier communications, the City does not believe that it currently has an obligation to bargain over changes it might make to Retiree Health Insurance program. As has been the case with previous mid-term demands to bargain over this issue when faced with proposed changes (and the City's refusal to acquiesce to such), the City's refusal to agree to mid-term bargaining has not, and does not, prevent the CWA from raising this issue as part of the entire contract negotiations.

If the CWA truly thinks that is the best interest of it's [sic] members to bring this matter to the table, the CWA should so notify the City pursuant to the provisions of section 37.5 of the CWA contract, as part of next years' [sic] entire contract negotiations.

(Appended hereto as Exhibit 22 is a true and correct copy of the September 22, 2008 letter.)

41. On September 22, 2008, City Manager Blackburn sent a letter to CWA President Coughlin containing the same language as GRU General Manager Hunzinger. (Appended hereto as Exhibit 23 is a true and correct copy of the September 22, 2008 letter.)

42. On September 23, 2008, FOP Lodge 67 President McAdams sent a letter to City Manager Blackburn stating:

On August 13, 2008, I mailed you a letter demanding bargaining regarding the City's proposed changes to retiree health insurance benefits that as I understand it would have an impact on current FOP bargaining unit members. As of today, I have yet to hear back from you or any other City representative.

On September 4<sup>th</sup>, 2008, the City Commission passed on final reading changes to the Retiree Health Insurance Trust which included terminating the existing trust and establishing a new retiree health insurance trust. As it was explained to me by City staff, the new trust completely changes how retiree health benefits are calculated for both future and current retirees.

Because the new retiree trust changes how future retiree benefits are to be calculated, I am once again demanding the right to bargain on behalf of all FOP bargaining unit members prior to the City implementing any changes to City of Gainesville Ordinance Number 050527, also known as Retiree Health Insurance Program and Trust Fund.

Please inform City staff that they can reach me via email or cell phone to schedule bargaining. My number is [XXX-XXXX].

Once again I look forward to your immediate response to this urgent matter.

(Appended hereto as Exhibit 24 is a true and correct copy of the September 23, 2008 letter.)

43. On September 26, 2008, PBA Staff Representative Nelson sent a letter to City Manager Blackburn stating:

I am in receipt of your letter dated September 2, 2008. I would like to reiterate that retirement benefits are a mandatory subject of bargaining, and PBA demands to bargain any changes prior to implementation.

The City must cease and desist, not implement any changes, and maintain the status quo until the statutory collective bargaining process is completed. If the City fails to maintain the current health insurance benefits for PBA bargaining unit members upon retirement, PBA will consider the City to have violated the collective

bargaining agreement and Florida law, and pursue the matter through the contract grievance/arbitration procedure and/or unfair labor practice proceedings.

We look forward to working with you through the IBB process in negotiating changes.

(Appended hereto as Exhibit 25 is a true and correct copy of the September 26, 2008 letter.)

44. Despite the unions demands to cease and desist and to bargain over the change in the formulation of the City's contribution to retiree health insurance premiums, the City failed to do so.

45. The City's failure to maintain the status quo and its decision to unilaterally effectuate a reduction of the City's required contribution to the employees' retiree health care premium payment by fixing its contribution at a set dollar amount rather than a percentage of the payment, effective January 1, 2009, for those employees who retire after August 31, 2008, constitutes a violation of its duty to bargain in good faith. Thus, the City has committed unfair labor practices in violation of Sections 447.501(1)(a) and 447.501(1)(c), Florida Statutes (2008).

#### REMEDY

WHEREFORE, Communications Workers of America; Florida Police Benevolent Association, Inc.; Gainesville Professional Fire Fighters, IAFF, Local 2157; and Gator Lodge 67, Inc., Fraternal Order of Police Local 4420 respectfully request the Public

Employees Relations Commission to take all relief that is just and proper including, but not limited to, ordering the City of Gainesville to:

1. Cease and desist from unilaterally reducing its contribution to the retiree health insurance premiums for employees who retire after August 31, 2008 and in any like or related manner refusing to bargain collectively in good faith.

2. Cease and desist from interfering with, restraining or coercing public employees in the exercise of any rights guaranteed to them by Chapter 447, Part II, Florida Statutes, in any like or related manner.

3. Bargain in good faith regarding changes to the formula used to determine the City's contribution to retiree health insurance premiums for employees who retire after August 31, 2008.

4. Pay Communications Workers of America; Florida Police Benevolent Association, Inc.; Gainesville Professional Fire Fighters, IAFF, Local 2157; and Gator Lodge 67, Inc., Fraternal Order of Police Local 4420 their reasonable attorneys fees and costs for prosecuting this charge.

5. Post immediately for sixty days a notice to its employees of the remedies ordered.

6. Notify the Commission by written affidavit signed by the City's chief executive officer of the date of posting and the final compliance with all the remedies ordered.