

## Managerial and Confidential Duties and Responsibilities

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The Town of Longboat Key wants to take this opportunity to confirm, assign, and verify your duties and responsibilities in connection with your role in assisting the Town of Longboat Key (hereafter referred to as the Town), and other managerial employees with respect to labor relations and collective bargaining.

Pursuant to F.S. §447.203(4) and (5), you are hereby designated as a managerial and confidential employee based on the duties and responsibilities you currently have and perform, as well as those additional duties assigned to you as set forth in this memorandum. By this memorandum, the Town wants to make sure your employee labor relations, collective bargaining, budgeting and grievance/arbitration confidential duties and responsibilities are clearly understood.

All of the collective bargaining and contractual administrative duties assigned below relate to employees in bargaining units certified by the Public Employee Relations Commission (hereafter referred to as "PERC"). All of the other duties assigned below relate not only to employees in the PERC bargaining units, but also to all other employees (including managerial, confidential, professional, and supervisory employees) for whom you are responsible.

### I. General Explanation:

A. A managerial employee is an employee who performs jobs that are not routine and clerical in nature, and which require the exercise of independent judgment. In addition, such an employee: (1) formulates or assists in formulating policies that are applicable to the bargaining unit employees; and/or (2) are or will reasonably be required on behalf of the employer to assist in the preparations of the conduct of collective bargaining negotiations; and/or (3) have a significant role in the administration of agreements resulting from collective bargaining negotiations; and/or (4) have a significant role in personnel administration; and/or (5) have a significant role in employee relations; and/or (6) have a significant role in the preparation or administration of budgets.

B. A confidential employee is an employee who assists a managerial employee in a confidential manner in those managerial duties outlined above.

C. Under the legal definitions, because of your duties and responsibilities you have been assigned, you are both a managerial and confidential employee in the judgment of the Town and its labor counsel. This conclusion is based on your duties under Florida Statute §447.203(4) and under Florida Statute §447.203(5) in that you are assigned to act on the Town's behalf as indicated in this Memorandum and you assist other managerial employees and the Town in a confidential manner in the performance of their duties, actual and/or anticipated, in collective bargaining, contract administration personnel, administration, employee relations, and formulation of policies and practices and budget matters.

D. Managerial and confidential employees have a different status under the laws of the State of Florida in that the Town is responsible for their actions, including unfair labor practices, and that they have the power and authority to bind the Town by their actions under the Public

Employee Relations Act (hereafter referred to as "PERA"). Since the Town is legally responsible for their activities under PERA, it is the Town's responsibility to control and direct their activities to make sure that they do not engage in activities that would or might cause the Town to be found in violation of the law.

## IL Specific Duties:

A. You will be required to participate in the negotiating process as representatives of management. You will be a part of the Town's negotiating team and will meet on a regular and periodic basis to assist the other members of the bargaining team, in formulating bargaining strategy and positions. All such meetings will be strictly confidential. You will be required to submit confidential written materials to the Town's lead bargaining representative evaluating Union bargaining proposals, as well as your recommendations for positions and strategies to be taken by the bargaining team relating to your area(s) of responsibility and/or the Town as a whole, regardless of whether you actually sit at the negotiating table in the Town's behalf at every session. All those written materials are to be treated as confidential. Additionally, confidential meetings about your areas of responsibilities will be held in preparation for, and as a part of, the bargaining strategy process with other bargaining team members, labor counsel, the Town Attorney,, and possibly the Town's elected officials. By law those meetings are confidential and not open to the public. The contents of all such meetings, as well as documents relating to such meetings and documents prepared by you with regard to collective bargaining strategy, are exempt from public disclosure pursuant to F.S. §447.605. The reason for such meetings and memos will be to plan bargaining strategy, evaluate Union proposals, assist in the preparation of the Town's counter-proposals, and provide the Town with the necessary expertise and assistance so decisions can be made whether to agree, disagree, stand fast, or make concessions with regard to wages, hours and working conditions in your areas of responsibility and the Town as a whole. If the contents of such meetings or memos should get back to the Union, the ability of the negotiating team, of which you will be an integral part, to effectively bargain would be substantially undermined. You will receive confidential information verbally and/or in writing concerning negotiations and bargaining strategy. You will be expected to keep all collective bargaining information, and the existence and substance of all collective bargaining strategy meetings, confidential from all but other managerial and confidential employees, legal counsel, and the Town's elected officials, unless directed otherwise by the Town Manager or other specifically identified authority. Failure to keep this information confidential will result in disciplinary action taken against you.

B. Your role in personnel administration and employee relations is extremely significant and important and will become even more significant with the assignment of these additional duties. You have the responsibility for the uniform application of the personnel rules and regulations, current collective bargaining agreements, and any collective bargaining agreement that may result in your area of responsibility, department, area or the Town as a whole.

You will be directly involved in or directly responsible for discipline, discharge, promotions, demotions, and formal evaluations, or effective recommendation of same, of the employees for whom you are responsible. You, and/or your subordinates, will continue to perform the job performance evaluations for employees in your area of responsibility, and you have and will continue to meet regularly with your Department Head, counsel for the Town, other managerial or confidential and supervisory employees to discuss the performance and work related problems of employees working under your supervision. These meetings, which will often involve such things

as discipline, performance, promotion, demotion, discharge and evaluation, have always been confidential in the past and will continue to be. Disclosure of the facts or the contents of these types of confidential conferences now or in the future will lead to disciplinary action.

C. You are required to attend confidential management meetings with your Department Head, the Town's bargaining team, and/or other managerial employees periodically, at which there will be discussion of personnel administration, employee relations, employee grievances, job performance of employees, administration of any applicable collective bargaining agreement and grievances filed thereunder.

D. You will be directly involved in the grievance and arbitration proceedings and processes that arise out of collective bargaining agreements between the certified bargaining agents and the Town and involves employees for whom you are responsible. In addition, you will be involved in employment litigation or administrative proceedings as a representative of the Town in a grievance/arbitration/litigation setting, where the issues involve one of the employees under your supervision or other employees. Representatives and attorneys representing the Town, and other managerial/confidential employees will meet to discuss the merits of the grievance or matters in issue and prepare, verbally or in writing, management's position or defense to such grievance or claims. Such meetings are confidential. Furthermore, all documents prepared by you or presented to you are confidential if prepared as part of the defense under the supervision of the attorney representing the Town under Florida Statute §119.071(1)(d). You are to reveal facts about those grievances, arbitrations, claims and matters in litigation involving your subordinates only as and to whom you are directed by the Town, unless otherwise required by law. You are not to discuss the details of a grievance, arbitration case, or litigation without the specific permission of the Town unless otherwise required to do so by law. To do otherwise would put the Town in a position of not being able to utilize the grievance, arbitration, administrative or judicial processes effectively for the benefit of the Town. You will be expected to represent the Town in the grievance, arbitration, administrative and judicial proceedings at various levels, and you will be expected to support the legal positions of the Town without regard to your own interests or your own position, even if it might be your own decision or action that might be in question.

For example, in an arbitration case involving one of the bargaining unit employees in your area of responsibility, you will be expected to help prepare or may even present the case for the Town. Conversations between you and labor counsel for the Town and any other managerial or confidential employee involved in the matter are to be kept absolutely confidential, as counsel would expect you to tell him/her or them everything about the case, both the good points and the bad points. Only in this way will counsel be able to prepare a case for arbitration. You must keep this information absolutely confidential unless required to divulge it to others by law because, if you failed to do so, the Town would be in a position that it could not effectively present its case and defend the actions of management. Such confidentiality is allowed pursuant to Florida law, including but not limited to F.S. §119.071(1)(d).

E. You are responsible to ensure that the employees assigned to you, and who themselves have been designated as confidential employees, maintain as absolutely confidential all materials, documents, and conversations relating to collective bargaining negotiations, proposals and strategy, and all other confidential personnel and labor related materials as identified in this memorandum.

F. You will be trained by the Town as to what managerial and/or confidential employees can and cannot do under the PERA, including:

1. You cannot promise employees benefits and cannot threaten employees in any shape, form or fashion with regard to their support of and/or participation in Union activities, or their refusal to support and/or participate in Union activities.
2. You may not interrogate employees about their Union activity or sentiments or the activity or sentiments of other employees.
3. You may not assist or dominate a Union, but may express your views against a Union subject to restrictions within the parameters set forth above in II.F.1-2. Managerial and/or confidential employees will be expected to assist the Town in any election campaign involving a Union and to present the views of the Town on the subject of unionization, but will not be required or allowed to do or say anything violative of the law. Managerial and/or confidential employees will have confidential conferences with Town management and Town representatives concerning the unionization topic in the future to discuss and decide possible election campaign strategy.

G. You have the authority to hire, fire, transfer, promote, demote employees and renew or non-renew contracts to the same extent that others have that authority, as follows: The designated managerial/confidential employees either make the initial decision, and in so doing they use their own independent judgment and discretion, or approve/disapprove such decisions as recommended to them by their subordinates. Those decisions are then subject to the approval by the Town Manager or his designee. Decisions that are made by the Town Manager or by approving actions of managerial/confidential employees with regard to hiring, firing, transferring, promotion, or demotion, renewal/non-renewal, are the final action taken by the Town. The procedure generally utilized in these areas is that managerial/confidential employees make or recommend the decision(s) and then send them to their superior for approval or disapproval after they make the decision. Most all decisions and recommendations in these areas made by the managerial/confidential employees are approved by the Town Manager, or the Town Manager's designee, in the absence of unusual circumstances.

H. You have the authority to engage in hiring, firing, promotion, discipline, discharge, transfer, demotion, evaluation, renewal/non-renewal of contracts, and/or effectively recommending of such actions for employees in the bargaining units.

I. You may be required to prepare and/or assist in the preparation of proposed budgets for your area of responsibility, including wage rates, for employees under your jurisdiction.

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I have read and understand the **Managerial and Confidential Duties and Responsibilities** as specified in this document. I agree to abide by the provisions of these **Managerial and Confidential Duties and Responsibilities**, and understand that my continued employment by the Town of Longboat Key is contingent upon my carrying out the duties specified in this document.

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(Employee Name)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Employee Signature)

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\_\_\_\_\_  
(Supervisor Name)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Supervisor Signature)

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\_\_\_\_\_  
(HR Manager Name)

\_\_\_\_\_  
(Date)

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(HR Manager Signature)