VILLAGE OF KEY BISCAYNE

Office of the Village Manager

MEMORANDUM

Village Council
Franklin H. Caplan, *Mayor*
Michael E. Kelly, *Vice Mayor*
Michael W. Davey
Enrique Garcia
Robert Gusman
Mayra P. Lindsay
James S. Taintor

Village Manager
Genaro "Chip" Iglesias

DATE: September 27, 2011

TO: Honorable Mayor and Members of the Village Council

FROM: John C. Gilbert, Interim Village Manager

RE: Proposed Resolution of the Village Council Providing for Ratification of the Collective Bargaining Agreement Between the Village and the International Union of Police Associations, AFL-CIO, for the Bargaining Unit that Consists of the Village's General Employees

RECOMMENDATION

It is recommended that the Village Council consider the adoption of the enclosed resolution, which authorizes and approves the ratification of the Collective Bargaining Agreement ("Agreement") between the Village of Key Biscayne (the "Village") and the International Union of Police Associations, AFL-CIO (the "Union"), for the bargaining unit that consists of the Village's General Employees.

AGREEMENT HIGHLIGHTS AND SUMMARY

The Agreement is for a two (2) year term and covers the period from October 1, 2010 to September 30, 2012. The following key sections of the Agreement have been summarized for the Council's convenience:

- Wages. The Village will no longer utilize a 10-step pay plan for bargaining unit employees and, instead, will convert the 10-step pay plan for each bargaining unit position to a salary range for each such position. The starting pay and top out pay for each bargaining unit position will be the 1st and 10th steps of the current 10-step pay plan for each position.

  (a) Merit Increases: Employees that are within the salary range for their position are eligible to receive merit increases on their anniversary dates of up to 4%. Merit increases will be tied to employee performance evaluation scores.

(b) COLA: Employees who meet their job requirements will receive a COLA. The COLAs are tied to the actual change in the consumer price index for South Florida (the "CPI") with a cap of 3% per year. Based on the CPI for FY 2011, bargaining unit employees will receive a 0.9% COLA increase retroactive to October 1, 2010. Based on the CPI for FY 2012, bargaining unit employees will receive a 3.0% pay increase on October 1, 2011.

(c) Longevity Pay: Employees shall no longer receive automatic longevity pay increases of 5% on the completion of their 15th and 20th year of service. Instead, if an employee has reached the maximum pay for his/her respective position, he/she may be entitled to a lump sum merit based bonus of up to 4% upon the completion of 15 and 20 years of service. The lump sum bonus will be tied to the employee's performance evaluation scores.

- Disciplinary Arbitrations. Only disciplinary actions involving termination of employment, demotions and unpaid suspensions of more than 5 days will be subject to binding arbitration.

- Health Insurance. Currently, the Village provides employees with a $450.00 monthly flexible benefit stipend to be used by employees towards the payment of any health and life insurance premiums and/or other benefits offered by the Village. This benefit will continue during the term of the Agreement.

- Pension. Employees will continue to be enrolled in the ICMA Retirement Corporations' Money Purchase Retirement Plan with the same term and conditions as they currently have.

RESOLUTION NO. 2011-

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, PROVIDING FOR RATIFICATION OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE VILLAGE OF KEY BISCAYNE AND THE INTERNATIONAL UNION OF POLICE ASSOCIATIONS, AFL-CIO, FOR THE BARGAINING UNIT CONSISTING OF THE VILLAGE'S GENERAL EMPLOYEES; AUTHORIZING THE VILLAGE MANAGER TO SIGN THE COLLECTIVE BARGAINING AGREEMENT ON BEHALF OF THE VILLAGE; AUTHORIZING THE VILLAGE MANAGER TO TAKE ALL ACTION NECESSARY TO IMPLEMENT THE COLLECTIVE BARGAINING AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Key Biscayne ("Village") desires to ratify the Collective Bargaining Agreement ("Agreement") between the Village and the International Union of Police Associations, AFL-CIO (the "Union"), for the bargaining unit consisting of the Village's General Employees (a copy of the Agreement is attached hereto as Exhibit "A"); and

WHEREAS, the Village Council finds that ratification of the Agreement is in the best interest of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

Section 1. The foregoing whereas clauses are true and correct and are incorporated herein by this reference.

Section 2. Ratification of the Agreement between the Village and the Union, in the form attached hereto as Exhibit "A," is hereby authorized and approved.

Section 3. The Village Manager is hereby authorized to execute the Agreement on behalf of the Village.

Section 4. The Village Manager is authorized to take all actions necessary to implement the Agreement and the purpose of this Resolution.

Section 5. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 27th day of September, 2011

_____
MAYOR FRANKLIN H. CAPLAN

ATTEST:

_____
CONCHITA H. ALVAREZ, MMC, VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
VILLAGE ATTORNEY

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

VILLAGE OF KEY BISCAYNE, FLORIDA

AND

INTERNATIONAL UNION OF POLICE ASSOCIATIONS, AFL-CIO

(GENERAL EMPLOYEES)

OCTOBER 1, 2010 THROUGH SEPTEMBER 30, 2012

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ARTICLE 1
RECOGNITION CLAUSE

1.1 The Village of Key Biscayne ("Village") hereby recognizes the International Union of Police Associations, AFL-CIO ("Union") as the sole and exclusive bargaining agent as to the wages, hours and other terms and conditions of employment for the following bargaining unit as certified by the State of Florida, Public Employees Relations Commission ("PERC"), Certification No. 1697:

- **Included:** All full-time employees in the following positions:

  Accreditation Manager
  Administrative Assistant to the Fire Chief
  Administrative Assistant to the Police Chief
  Administrative Assistant to the Public Works Director
  Administrative Assistant to the Recreation Director (night shift)
  Administrative Assistant / Imaging Technician
  Assistant Athletic Coordinator
  Athletic Coordinator
  Building Inspector
  Chief Building Inspector
  Chief Electrical Inspector
  Chief Mechanical Inspector
  Chief Permit Clerk
  Code Enforcement / Permit Clerk
  Community Service Aide
  Executive Assistant / Records Manager to the Police Chief
  Front Desk Manager
  IT Technician (Police Department)
  Maintenance Supervisor
  Municipal Utility Worker
  Permit Clerk
  Plans Reviewer

Police Dispatcher

Public Works Maintenance Worker

Receptionist / Permit Clerk

Recreation Program Coordinator

Senior Code Enforcement Officer

Senior Services Coordinator

Special Projects Coordinator

- **Excluded:** All other employees of the Village.

1.2 Any changes in the bargaining unit shall only be made upon proper application to PERC and/or an appropriate court of competent jurisdiction.

ARTICLE 2
MANAGEMENT RIGHTS

2.1 The Union recognizes the right of the Village to operate, manage and direct all affairs of all departments within the Village, except as otherwise expressly provided elsewhere in this Agreement, including but not limited to the right:

a. To exercise complete and unhampered control to manage, direct, and totally supervise all employees of the Village;

b. To hire, promote, transfer, schedule, train, assign and retain employees in positions with the Village and to establish procedures therefore;

c. To suspend, demote, discharge, or take other disciplinary action for proper cause against employees in accordance with this Agreement, the Village's personnel policies, regulations, procedures and departmental policies;

d. To maintain the efficiency of the operations of the Village;

e. To determine the structure and organization of Village government, including the right to supervise, subcontract, expand, consolidate or merge any department, and to alter, combine, eliminate, or reduce any division thereof;

f. To determine the number of all employees who shall be employed by the Village, the job description, activities, assignments and the number of hours and shifts to be worked per week;

g. To determine the number, types, and grades of positions or employees assigned to an organizational unit, department or project and the right to alter, combine, reduce, expand or cease any position;

h. To set its own standards for services to be offered to the public;

i. To determine the location, methods, means and personnel by which operations are to be conducted;

j. To determine what uniforms the employees are required to wear while on duty;

k. To set procedures and standards to evaluate Village employees' job performance;

l. To establish, change, or modify duties, tasks, responsibilities, or requirements within job descriptions;

m. To determine internal security practices;

n. To introduce new or improved services, maintenance procedures, materials, facilities and equipment, and to have complete authority to exercise those rights and powers incidental thereto, including the right to make unilateral changes when necessary;

o. To control the use of equipment and property of the Village; and

p. To formulate and implement department policy, procedures rules and regulations.

2.2 It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described and employees, at the discretion of the Village, may be required to perform duties not within their job description, but within the realm of related duties.

2.3 Any right, privilege or function of the Village not specifically released or modified by the Village in this Agreement, shall remain with the Village.

2.4 Nothing in this Article shall be interpreted as a waiver of the right to bargain about changes in mandatory subjects of bargaining or the impact of changes in non-mandatory subjects of bargaining.

ARTICLE 3
NO STRIKES AND LOCKOUTS

3.1 The Union agrees that they will not engage in a "Strike" against the Village as defined in Section 447.203(6), Florida Statutes. "Strike" means the concerted failure of employees to report for duty; the concerted absence of employees from their positions; the concerted stoppage of work by employees; the concerted submission of resignations by employees; the concerted abstinence in whole or in part by any group of employees from the full and faithful performance of the duties of employment with the Village for the purpose of inducing, influencing, condoning, or coercing a change in the terms and conditions of employment or the rights, privileges, or obligations of public employment, or participating in a deliberate and concerted course of conduct which adversely affects the services of the Village; the concerted failure of employees to report for work after the expiration of a collective bargaining agreement; and picketing in furtherance of a work stoppage. The term "Strike" shall also mean any overt preparation, including, but not limited to, the establishment of strike funds with regard to the above-listed activities.

3.2 No employee or union may participate in a strike against the Village by instigating or supporting, in any manner, a Strike. Any violations of this Article shall subject the violator to the penalties provided in Chapter 447, Florida Statutes. The Village agrees that it will not "lockout" the employees from the workplace. Any violations of this Article will allow either party to seek injunctive relief from the appropriate court.

ARTICLE 4
UNION ACTIVITIES

4.1 The Union shall submit in writing the names of its Officers or Stewards who are authorized to speak on behalf of the Union and/or represent Bargaining Unit employees. The Village agrees to recognize the Union President. The President shall be authorized to represent Bargaining Unit employees through the first step of the grievance procedure. The President shall be authorized to represent Bargaining Unit employees in subsequent steps of the grievance procedure. However, at the Union's discretion, its attorney and/or Union business agent may be used at the other steps of the grievance procedure. The Village shall notify the Union of any grievance hearings and acknowledges the Union's right to attend grievance hearings filed by individual bargaining unit members.

4.2 No one shall be permitted to function as a Union Representative until the Union has presented the Village with written certification of that person's selection.

4.3 Bargaining Unit employees may elect a local Union President, Vice President and Secretary-Treasurer to act as their representatives during the life of this Agreement. The Union shall provide the Village with the name(s) of said local officers.

4.4 Upon prior notification and approval by the Department Director, the President and Vice President will be released from duty with pay, for a maximum of two (2) hours per pay period or for such additional period of time as the Village specifically approves, to investigate, process and attend grievance hearings or other employer-employee proceedings; however, such release from duty shall not interfere with the Union representative's assigned duties.

4.5 Union representatives and employees shall be allowed to communicate official Union business, in non-work spaces during an employee's non-work hours, to members to the extent that duty responsibilities are not disrupted or interfered with.

4.6 Access to Village property and use of Village paid time, facilities, equipment and other resources by the Union shall be authorized only to the extent provided in

this Agreement and shall not interfere with the efficiency, safety and/or security of the Village's operations.

4.7 The Village shall e-mail a copy of this Agreement to each Bargaining Unit employee within fifteen (15) days after the execution of this Agreement.

4.8 Up to three (3) members of the Union's negotiating team may participate in collective bargaining negotiations during their regularly scheduled hours of duty without loss of pay, provided that such employees are otherwise ready, willing and able to perform and fulfill their respective job duties. If any of the Union's negotiating team participates in collective bargaining negotiations while off-duty, they will do so without compensation.

4.9 Union Time Pool Bank:

4.9.1 The Union is hereby authorized to establish a time pool bank ("Union Bank") utilizing voluntary time contributions (i.e., accrued annual leave) from its members subject to the provisions of this Article.

4.9.2 An employee requesting to donate his/her accrued annual leave hours must complete an application and submit it to his/her Department Director. All donations to the Union Bank will be in 1 hour increments.

4.9.3 All accrued time donations to the Union Bank shall be converted to a dollar value based upon the donating employee's regular hourly base rate of pay in effect on the day that he or she files the donation application with his/her Department Director. The receiving employee shall be paid at his or her regular hourly base rate of pay for all Union Bank time used.

4.9.4 An employee wishing to use time from the Union Bank to conduct union business must submit such request, signed by the Union President, to his/her Department Director three (3) days or as soon as practicable prior to the day that the employee is requesting to use time from the Union Bank. Such request shall not be unreasonably denied; however, if because of the needs of the Department, an employee cannot be released at the time desired, the Union may request an alternate bargaining unit member be released from duty during the desired time.

ARTICLE 5
NON-DISCRIMINATION CLAUSE

5.1 It is the policy of the Village that all employees have the right to work in an environment free of discrimination and any form of harassment based on race, sex, color, religion, ancestry, pregnancy, national origin, age, disability, marital status, familial status, sexual orientation, union activity, union affiliation, or union membership.

5.2 All references in this Agreement to employees are gender neutral.

5.3 An employee aggrieved by a violation of this Article may not use the grievance and arbitration provisions of this Agreement.

ARTICLE 6
DUES DEDUCTION

6.1 Effective immediately upon receipt of a written authorization form from an employee, the Village agrees, at no cost to the employee or the Union, to deduct regular union dues of such employee from his/her biweekly paycheck and remit such deductions to the duly elected Treasurer of the Union within ten (10) working days from the date of the deduction. The Union will notify the Village in writing prior to any change in the regular union dues structure.

6.2 An employee may, at any time, on forms provided by the Union, revoke his/her union dues deduction and shall submit such revocation form to the Village with a copy of such revocation form to the Union. Union dues deductions will only be stopped by the Village on the first pay period in each calendar month.

ARTICLE 7
BULLETIN BOARDS

7.1 The Union will be provided with a designated bulletin board for posting Union material.

7.2 Such bulletin board space is to be used exclusively by the Union for the purpose of posting Union business and information such as: recreational and social activities and material related to employee relations matters.

7.3 The Union shall not post any materials which are obscene, defamatory or impair the operations of the Village.

7.4 For those employees with informational boxes, the Union may distribute Union literature and Union materials through such boxes by off-duty personnel.

ARTICLE 8
INITIAL PROBATIONARY PERIOD

8.1 Probation for new hires shall be twelve (12) months in duration from the date of hire. A newly hired probationary employee may be discharged for any reason during his/her probationary period. The Village Manager at his sole discretion and at the request of a Department Director may extend the twelve (12) month probationary period to a maximum of three (3) additional months.

8.2 The probationary period for newly promoted employees, except for police dispatchers promoted to police dispatcher supervisors, shall be twelve (12) months from the date of the promotion. Police dispatchers promoted to police dispatcher supervisors shall have a promotional probationary period of eighteen (18) months, with the Chief of Police having the sole discretion to reduce such probationary period to twelve (12) months. If a newly promoted employee fails to complete his/her promotional probation, he/she will be placed back into the previously held position. A newly promoted employee that fails to complete his/her promotional probationary may not use the grievance procedure set forth in Article 10 of this Agreement to challenge his/her failure to complete probation.

8.3 Accumulation of sick time will be accrued from the first day of employment and a non-promotional probationary employee may use these days with the submission of a valid doctor's certification.

8.4 Annual leave days will be accrued from the first day of employment; however, a non-promotional probationary employee may not use any accrued annual leave until he/she has completed a minimum of one (1) year of service. In the event of an extraordinary circumstance, the Department Director may, at his/her discretion, allow an employee to take annual leave provided that the employee has accumulated that amount of accrued annual leave hours.

ARTICLE 9
DISCIPLINARY PROCEDURES

9.1 Employees will only be disciplined or discharged for proper cause in a progressive manner, except in cases of gross misconduct which may result in immediate discharge. In each case a written statement indicating the preferred charges and the reasons for such action shall be presented to the employee being disciplined.

9.2 Disciplinary actions taken will be fair and consistent with other such actions taken by the Village under similar circumstances, utilizing the Village's Employee Policies and Procedures and any and all other rules and procedures of the Village and the pertinent Department.

9.3 Only disciplinary actions involving termination of employment, demotions and unpaid suspensions of more than five (5) days are subject to binding arbitration if the grievance is not resolved at Step 3 of the grievance procedure contained in Article 10. All other disciplinary actions, including written reprimands, paid suspensions and unpaid suspensions of five (5) days or less are only grievable through Step 3 of the grievance procedure contained in Article 10 and are not subject to binding arbitration.

9.4 All complaints, reprimands, or other records of disciplinary action against each Bargaining Unit employee shall be signed by the employee as evidence of the entry of that record into the employee's personnel file. The Bargaining Unit employee shall be given the opportunity to respond to the entry and such response shall be made part of the file. Personnel records will be maintained in compliance with the State of Florida laws.

ARTICLE 10

GRIEVANCE AND ARBITRATION PROCEDURE

10.1 In a mutual effort to provide harmonious working relations between the parties to this Agreement, it is agreed to and understood by both parties that there shall be a procedure for the resolution of grievances between the parties arising from any alleged violation of the specific terms of this Agreement. Grievances relating to alleged violations of the specific terms of this Agreement shall be processed in the following manner.

10.2 Formal Grievance Procedure

STEP 1

Whenever an employee has a grievance, he/she should first present it to his/her direct supervisor within ten (10) calendar days of the event giving rise to the grievance. In cases where the grievance involves the supervisor, the grievant shall instead submit the grievance to the Department Director or his/her designee at Step 2 of the grievance procedure, within the time limit provided for the submission of the grievance in Step 1. The grievance shall be signed by the employee and shall specify all of the following: (a) the date of the alleged grievance; (b) the specific Article or Articles and Section or Sections of this Agreement allegedly violated; (c) the facts pertaining to or giving rise to the alleged grievance; and (d) the relief requested. The supervisor or Department Director, if applicable, may informally meet with the employee to address the grievance. A Union representative shall be present at the meeting upon the employee's request. The supervisor or Department Director, if applicable, shall reach a decision and communicate in writing to the employee and the Union representative within ten (10) calendar days (or such longer period of time as is mutually agreed upon in writing), from receipt of the grievance.

STEP 2

If the grievance is not resolved at Step 1, or if no written disposition is made within the Step 1 time limits, the Union shall have the right to appeal the Step 1 decision to

the Department Director or his/her designee within ten (10) calendar days from the due date of the Step 1 response. Such an appeal must be accompanied by a copy of the original written grievance. The Department Director or his/her designee may conduct a meeting with the grievant and his/her Union representative. The Department Director or his/her designee shall, within ten (10) calendar days after the presentation of the grievance (or such longer period of time as is mutually agreed upon in writing), render his/her decision on the grievance in writing to the aggrieved employee and the Union representative.

STEP 3

If the grievance is not resolved at Step 2, or if no written disposition is made within the Step 2 time limits, the Union shall have the right to appeal the Step 2 decision to the Village Manager or his/her designee within ten (10) calendar days from the due date of the Step 2 response. Such an appeal must be accompanied by a copy of the original written grievance, together with a signed request form requesting that the Step 3 decision be reversed or modified. The Village Manager or his/her designee shall conduct a meeting with the grievant and his Union representative, if needed. The Village Manager or his/her designee shall, within ten (10) calendar days after the presentation of the grievance (or such longer period of time as is mutually agreed upon in writing), render his/her decision on the grievance in writing to the aggrieved employee and the Union representative.

10.3 If the grievance is not resolved at Step 3, or if no written disposition has been rendered within the applicable time limits, the Union shall have the right to appeal to binding arbitration within ten (10) calendar days from the date the Step 3 disposition is given, or the due date of that decision, if no written decision is made. Disciplinary actions involving terminations of employment, demotions and unpaid suspensions of more than five (5) days are the only disciplinary actions subject to binding arbitration if the grievance is not resolved at Step 3. All other disciplinary actions, including written reprimands, paid suspensions and unpaid suspensions of five (5) days or less are only grievable through Step 3 and are not subject to binding arbitration.

10.4 A grievance not advanced to the higher step within the time limits provided shall be deemed permanently withdrawn. Failure on the part of the Village to answer within the time limits set forth in any Step will entitle the Union to proceed to the next step applicable. The time periods contained herein may be mutually waived or extended.

10.5 Where a grievance is general in nature in that it applies to a number of employees having the same issue to be decided, it shall be presented directly to the Department Director or his/her designee at Step 2 of the grievance procedure, within the time limit provided for the submission of the grievance in Step 1 and signed by the aggrieved employees or the Union representative on their behalf.

10.6 The arbitrator may be any impartial person mutually agreed upon by the parties. In the event the parties are unable to agree upon said impartial arbitrator within ten (10) calendar days after the Village or Union request arbitration, the parties shall jointly request a list of seven (7) names from the Federal Mediation and Conciliation Service. Within ten (10) calendar days of receipt of the list, the parties shall alternately strike names, with the Village striking first. The remaining name shall act as the arbitrator.

10.7 The Village and the Union shall mutually agree, in writing, as to the statement of the grievance to be arbitrated prior to the arbitration hearing and the arbitrator shall confine his decision to the particular grievance specified. In the event the parties fail to agree on the statement of the grievance to be submitted to the arbitrator, the arbitrator shall confine his consideration and determination to the written statement of the grievance and the response of the other party. Copies of any documentation provided to the arbitrator by either party shall be simultaneously provided to the other party.

10.8 The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amendment thereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration. The arbitrator may not issue declaratory or advisory opinions.

10.9 Copies of the arbitrator's decision should be furnished to both parties within thirty

(30) calendar days of the closing of the arbitration hearing. The arbitrator's decision will be final and binding on all parties.

10.10 Each party shall bear the expense of its own witnesses and of its own representatives for the purposes of the arbitration hearing. The parties agree to equally share the arbitrator's fee and any related expenses including any cost involved in requesting a panel of arbitrators. The hearing room shall be supplied and designated by the Village. Any person desiring a transcript of the hearing shall bear the cost of such transcript, unless both parties mutually agree to share such cost.

10.11 Unless otherwise agreed to by both parties, grievances under this Agreement shall be processed separately and individually. Accordingly, only one (1) grievance shall be submitted to an arbitrator for decision in any given case. Settlement of grievances prior to the issuance of an arbitration award shall not constitute a precedent or an admission that the Agreement has been violated.

ARTICLE 11
WORK WEEK AND WORK SHIFT

11.1 Overtime: Employees non-exempt from the Fair Labor Standards Act ("FLSA") shall receive overtime pay (time and one-half of their regular rate of pay) or the equivalent in compensatory time for all hours worked in excess of forty (40) in a workweek. All hours worked in excess of forty (40) must be approved in advance by the Department Director unless there are unforeseen circumstances in which prior approval from the Department Director is not feasible.

11.2 Compensatory Time:

11.2.1 All hours worked in excess of forty (40) in a workweek will be paid at the rate of time and one-half an employee's regular rate of pay unless the employee and the Department Director mutually agree in advance and in writing that the overtime will be banked compensatory time in lieu of overtime pay.

11.2.2 Compensatory time shall be credited at the rate of one and one-half (1-1/2) hours of compensatory time for each hour of authorized overtime worked.

11.2.3 Compensatory time may be accumulated up to two hundred and forty (240) hours. Compensatory time will be paid out upon the bargaining unit employee's separation from employment at the rate of pay at the time of separation. However, the Village in its sole discretion may pay out any and all accrued compensatory time to the employees prior to the end of each fiscal year at the employees' rate of pay. In case of death, the employee's beneficiary will receive the full amount of an employee's compensatory time at the employee's regular rate of pay at the time of death. For purposes of this article, the employee's beneficiary shall be the person designated as the beneficiary in the employee's life insurance provided for by the Village.

11.2.4 Compensatory time off shall be subject to advance approval by the Department Director. A Village Compensation and Leave Request Form reflecting the allowance of time off as compensatory time shall be

provided to the Department Director at the time the bargaining unit member requests leave.

ARTICLE 12

PHYSICAL AND SUBSTANCE ABUSE EXAMINATIONS

12.1 The Village strives to provide a safe, healthful and productive work environment for its employees and adopts a zero tolerance for drug and alcohol abuse in the workplace.

12.2 The Village may require an employee to submit to drug and/or alcohol testing: (1) during a fitness for duty examination of an employee who is experiencing job related problems which are of a physical and/or mental nature; (2) after the occurrence of a preventable accident involving said employee; and (3) based upon reasonable suspicion.

12.3 The following cutoff concentrations shall be applicable for determining whether specimens are negative or positive for the following drugs or classes of drugs for the testing procedure. A positive result shall be a concentration in excess of those limits below.

	Initial Test Level (ng/mL)
Marijuana (Cannabinoids)	*50*
Cocaine	*100*
Opiates (Heroin, Morphine, Codeine)	*2000*
Phencyclicline (PCP)	*25*
Amphetamines	*500*
Methaqualone	*100*
Methadone	*300*
Propoxyphene	*300*
Tricyclic Antidepressants	*300*
Barbiturates	*300*
Alcohol (Ethanol)	*0.02 g%*

12.4 Analysis of specimens shall be performed only by laboratories licensed or certified by the State of Florida, Agency for Health Care Administration (AHCA) or the Federal Substance Abuse and Mental Health Services Administration

(SAMHSA), utilizing qualified sites and employing collectors trained to follow authorized collection protocols and properly maintain legal specimen chain-of-custody.

12.5 A Certified Medical Review Officer (MRO) shall review all negative and confirmed positive laboratory reports. Confirmed positive results shall only be reported to the Village after the MRO has ascertained that personal prescriptions or other legal substances do not account for the laboratory findings. Investigations may include, as appropriate, telephone contact with the employee and any prescribing physicians. Employees may consult the Village appointed MRO concerning drugs and/or drug groups that may be tested for under this policy.

12.6 All positive initial tests shall be confirmed using gas chromatography/mass spectrometry (GC/MS) or an equivalent or more accurate scientifically accepted method. A confirmed positive testing employee will be given a Notice of Positive Drug Test Result letter containing both, the laboratory and MRO's telephone numbers as well as pertinent information concerning the drug and/or alcohol test result challenge/appeal process. Within five (5) working days of receiving written notice of a confirmed positive test result which has been verified, employees may submit to the Village and/or MRO explaining or contesting the test results. If the Village disagrees with the employee's position, it shall respond within fifteen (15) days from the receipt of a formal challenge of the test results. If the employee wishes to maintain the challenge, within thirty (30) days from the receipt of the Village's written response, the employee may appeal to a Court of competent jurisdiction and/or a Judge of Compensation Claims (if a workplace injury has occurred). Upon initiating a challenge, it shall also be the employee's responsibility to notify the testing laboratory which must retain the specimen until the case is settled.

12.7 All information, including interviews, reports, statements, memoranda, and drug test results, written or otherwise, received by the Village as a result of a drug-testing program are confidential and exempt from the provisions of 119.07(1), Florida Statutes, and shall only be released in accordance with federal, state and local laws.

12.8 Nothing in this Article is intended to prohibit the prescribed use of legally obtained medications which may contain controlled substances within the drugs and drug groups tested for in this Article. Because of potentially impairing side-effects which could endanger the employee, coworkers, or the public, upon being prescribed such medications, all employees have a duty to contact the MRO before they report to work. The MRO will determine which duties (if any) the employee may perform while taking the impairing or potentially impairing medication(s) and will so notify the employee's Department Director or his designee.

12.9 Employees may contact the Village's MRO to ask questions concerning prescribed medications they are taking for clarification purposes involving fitness for duty assessments.

12.10 To discourage the use and/or distribution of illegal drugs and/or alcoholic beverages in the workplace, upon reasonable suspicion, searches for alcohol, drugs and/or paraphernalia may be conducted on the Village's property or worksites of areas accessible to employees, including, but not limited to Village owned vehicles, equipment boxes, lockers, desks, etc. Discovered illegal items will be referred to law enforcement for disposition.

12.11 Disciplinary consequences for violating this Article are the immediate discharge of the employee for proper cause and the potential denial of Unemployment Compensation as specified per Section 443.101, Florida Statutes. An employee injured and subsequently confirmed positive for drug and/or alcohol based upon post-accident testing results shall likewise be terminated from employment and may lose Workers' Compensation benefits.

12.12 Any decision made or action taken which adversely affects the employee under this Article is subject to the grievance and arbitration procedure of this Agreement.

ARTICLE 13

HEALTH AND LIFE INSURANCE COVERAGE

13.1 Employees will be provided with a $450.00 monthly flexible benefit stipend beginning on the first day of the first calendar month after such employee has been employed by the Village for thirty (30) days. Employees may use such stipend towards the payment of any health and life insurance premiums and/or other benefits offered by the Village. Insurance premiums are paid by the Village and charged against the $450.00 monthly stipend. In those cases where premiums for the benefits selected by the employee exceed the $450.00 monthly stipend, the balance shall be deducted from the employee's pay. In those cases where the employee elects not to participate in any benefits offered by the Village or the benefits that he/she selects cost less than the $450.00 monthly stipend, the employee shall retain the balance of the monthly stipend.

13.2 If the $450.00 monthly stipend does not fully cover the monthly premium cost for the employee's individual health insurance during fiscal year 2012 (i.e., October 1, 2011 through September 30, 2012), the Union may request that this Agreement be re-opened for the sole purpose of negotiating the amount of the monthly stipend. If the Union chooses to request that this Agreement be re-opened for that limited purpose, the Union must make its request in writing to the Village within 30 days of the date that the Union is notified of the new health insurance premium amounts for fiscal year 2012. Should the Union make a timely written request; the parties agree that they will commence negotiations concerning this issue within 20 days of the timely request.

13.3 Nothing in this Agreement shall prohibit the Village, at its sole discretion, from changing medical and/or life insurance carriers, the types of health and/or life insurance plans offered, the level of benefits offered by the health and/or insurance plans and/or any other condition relating to medical and/or life insurance coverage that the Village may consider advisable.

ARTICLE 14
ANNUAL LEAVE

14.1 Each employee shall accumulate annual leave at the following rate, based on years of service:

1 to 3 years of service	10 days per year
After 3 years of employment and up to 7 years	15 days per year
After 7 years of employment	20 days per year

14.2 Annual leave may be used to supplement sick leave due to an employee's sickness or injury only after sick leave has been fully exhausted.

14.3 Annual leave may be accumulated up to a maximum of 480 hours. Any hours accumulated in excess of 480 will be paid out within the calendar year in accordance with Village practices in each Department.

14.4 Upon separation of employment, employees shall be paid out for their accrued annual leave.

ARTICLE 15

HOLIDAYS AND PERSONAL DAYS

15.1 The Village recognizes the following (11) official holidays for employees covered by this Agreement:

New Year's Day
Martin Luther King's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

15.2 Holidays occurring on a Saturday shall be observed on the previous Friday. Holidays occurring on a Sunday shall be observed the following Monday.

15.3 Employees non-exempt from the FLSA who are required to work on a holiday will be compensated at time and one-half for all hours worked on the holiday.

15.4 Employees who are scheduled to work on the day observed as a holiday and who do not report to work will be charged with sick time for that day and will not receive holiday pay.

15.5 In order to receive pay for an observed holiday, the employee must not have been absent without leave on the work day before the holiday or absent without leave on the work day after the holiday. Vacations taken the day before a holiday and the day after a holiday must be scheduled in advance if the employee is to receive pay for the holiday. In the event an employee is absent due to sickness the day before a holiday or the day after a holiday, the employee may be required to furnish a statement from his/her doctor verifying the illness in order to receive holiday pay.

15.6 Following the completion of one (1) full year of Village service, an employee will be entitled to four (4) personal days to provide for transaction of personal business, religious observances, etc., as set forth below:

15.6.1 Personal days shall be granted only upon approval and at the discretion of the Department Director, and must be coordinated to avoid staffing problems and to ensure a smooth operation.

15.6.2 No payment will be made upon separation from Village service for any unused personal leave.

15.6.3 Personal days are not cumulative and no carry-over of this leave will be permitted from year to year.

15.6.4 An employee's personal day shall be equivalent to the employee's regular daily hours of work.

ARTICLE 16
WAGES

16.1 Merit Pay Plan

16.1.1 Effective on the date that this Agreement is fully ratified, the Village will no longer utilize a 10-step pay plan for bargaining unit members and, instead, will convert the 10-step pay plan for each position to a salary range established for each position. The minimum salary in the salary range for each respective position shall be the Step 1 salary in the 10-Step Pay Plan that was in effect for Fiscal Year 2010 (October 1, 2009 through September 30, 2010) for that position and the maximum salary in the salary range for each respective position shall be the Step 10 salary in the 10-Step Pay Plan that was in effect for Fiscal Year 2010 (October 1, 2009 through September 30, 2010) for that position (the "Salary Ranges").

16.1.2 Effective upon full ratification of this Agreement, bargaining unit employees may be entitled to a merit increase within their respective Salary Range as follows:

a. An employee who is within the salary range for his/her respective position may be eligible to receive a merit increase on his/her anniversary date of up to 4%. In the event that the merit increase that an employee is entitled to sets the employee's salary above the maximum salary for the employee's position, that employee shall only receive the percentage merit increase that brings his/her salary to the maximum salary for his/her position. Merit increases will be tied to employee performance evaluation scores as follows:

Score	Increase
0.0 – 2.99	0%
3.0 – 3.49	1%
3.5 – 3.99	2%
4.0 – 4.49	3%

4.50 – 5.0 4%

The annual performance evaluations shall be completed within three (3) weeks of an employee's anniversary date. If the performance evaluations are not timely completed, any pay increase based on the late performance evaluations will be applied retroactively.

b. The Union may request that this Agreement be re-opened for the purpose of engaging in negotiations regarding modifications to the Merit Pay Plan for Fiscal Year 2012.

16.2 Cost of Living Increase (COLA)

16.2.1 Fiscal Year 2011 (10/1/10 – 9/30/11) – Bargaining unit employees employed on the date this Agreement is fully ratified by the parties, other than those employees who did not meet their job requirements on their last performance evaluation, shall receive a salary increase in an amount equal to the change in the Consumer Price Index ("CPI"), which amount will be rounded to the closest tenth of a percentage, retroactive to October 1, 2010. The CPI that will be used is the twelve (12) month change from April 2009 to April 2010 based on the CPI for All Urban Consumers for the Miami-Fort Lauderdale Area (all items index) published by the U.S. Department of Labor Bureau of Labor Statistics. However, if the CPI is more than three percent (3%), the salary increase will be three percent (3%) and if the CPI is negative, employees will not receive a salary increase.

16.2.2 Fiscal Year 2012 (10/1/11 – 9/30/12) -- Bargaining unit employees employed on October 1, 2011, other than those employees who did not meet their job requirements on their last performance evaluation, shall receive a salary increase in an amount equal to the change in the CPI which amount will be rounded to the closest tenth of a percentage. The CPI that will be used is the twelve (12) month change from April 2010 to April 2011 based on the CPI for All Urban Consumers for the Miami-Fort Lauderdale Area (all items index) published by the U.S. Department of

Labor Bureau of Labor Statistics. However, if the CPI is more than three percent (3%), the salary increase will be three percent (3%) and if the CPI is negative, employees will not receive a salary increase.

16.2.3 All employees shall be eligible for the foregoing COLAs regardless of whether they have reached the maximum salary for their respective positions.

16.2.4 The foregoing COLAs shall be applied to an employee's salary and shall not increase the Salary Ranges of the employee's respective position.

16.3 Longevity Pay

16.3.1 Effective on the date this Agreement is fully ratified, employees shall no longer receive automatic longevity pay increases of 5% on the completion of their 15th and 20th years of Village service.

16.3.2 Effective on the date this Agreement is fully ratified, employees shall be eligible for longevity bonuses as follows:

a. An employee who has reached the maximum salary for his/her respective position may be entitled to a lump sum merit based bonus of up to 4% upon the completion of fifteen (15) years of service and upon the completion of twenty (20) years of Village service.

b. For an employee to be eligible to receive this lump sum bonus, he/she must receive the following scores on his/her annual performance evaluation:

Score	Bonus
0.0 – 2.99	0%
3.0 – 3.49	1%
3.5 – 3.99	2%
4.0– 4.49	3%
4.5 – 5.0	4%

c. Such lump sum bonus shall not increase an employee's annual salary. An employee eligible to receive this lump sum bonus shall receive such bonus within two (2) weeks after the

completion of his/her annual performance evaluation, which shall be completed within three (3) weeks of the employee's anniversary dates. If the performance evaluations are not timely completed, any bonus based on the late performance evaluations will be applied retroactively.

16.4 Night Differential for Police Dispatchers -- For all hours worked by a police dispatcher between 6:00 p.m. and 7:00 a.m., such employee shall receive a three percent (3%) increase to their base pay for each such hour worked.

ARTICLE 17
LABOR MANAGEMENT CONFERENCE

17.1 In the interest of effective communication either party may, at any time, request a Labor-Management Conference. Such request shall be made in writing and be presented to the other party five (5) calendar days in advance of the requested meeting date. The written request shall include an agenda of items the party wishes to discuss and the names of those representatives who will be attending. A Labor-Management Conference shall be scheduled within ten (10) calendar days of the date requested.

17.2 The purpose of such meeting shall be limited to:

17.2.1 Discuss the administration of the Agreement;

17.2.2 Notify the Union of changes made by the Village which affect Bargaining Unit employees;

17.2.3 Discuss grievances which have not been processed beyond the final step of the Grievance Procedure when such discussions are mutually agreed to by the parties;

17.2.4 Disseminate general information of interest to the parties;

17.2.5 Give the Union Representatives the opportunity to share the view of their members and/or make suggestions on subjects of interest to their members;

17.2.6 Discuss ways to increase productivity and improve efficiency; and/or

17.2.7 Consider and discuss health and safety matters related to employees.

17.3 Both the Village and the Union agree to abide by all agreements reached and stated in Letters of Understanding resulting from Labor/Management Conferences. A Letter of Understanding is defined as an instrument through which both parties mutually agree to the interpretation of an existing Article in the current contract. It cannot be used to make additions or deletions to the existing Agreement. Modifications to the Agreement must be made through an amendment.

ARTICLE 18
PROFESSIONAL ENHANCEMENT

18.1 The Village, in its efforts to encourage its bargaining unit members to acquire a greater knowledge in their field of employment, agrees to bear the cost of tuition and books for job-related educational courses to better equip its employees for the performance of the particular job as set forth in this Article.

18.2 Bargaining unit employees are eligible for reimbursement of the cost of tuition and books based on the Florida State average undergraduate in-state tuition rate for the courses taken depending on the grade achieved by the employee as outlined below.

Grade A:	100% reimbursement
Grade B:	75% reimbursement
Grade C:	50% reimbursement
Less than C:	0% reimbursement
Withdrawal:	0% reimbursement.

The amounts of reimbursement will be applied to the difference between the cost of tuition and any financial aid the employee receives from other sources including, but not limited to, grants, scholarships, veterans' benefits or vouchers. The maximum amount that an employee shall be reimbursed is $4,000.00 per fiscal year.

18.3 Requests for tuition reimbursement shall be made for each course and the decision to reimburse the employee shall be made separately as to each course for which the employee is seeking reimbursement. Every request for tuition reimbursement shall be submitted along with all supporting documentation prior to enrollment and shall be subject to the prior approval of the Department Director and Village Manager. Only courses that are directly related to an employee's job will be approved for reimbursement. The Department Director and Village Manager, in their sole discretion, will determine whether the course for which an employee is seeking reimbursement is directly related to the employee's job. Their decision shall be final in all respects and shall not be subject to the grievance procedure in Article 10 of this Agreement.

18.4 In the event a bargaining unit member voluntarily leaves Village employment or is terminated from Village employment within one (1) year of his/her completion of any course of instruction for which the Village has made any payment hereunder, that employee shall reimburse the Village one hundred percent (100%) of such reimbursement. In the event that a bargaining unit member voluntarily leaves Village employment or is terminated more than one (1) year but less than two (2) years after the completion of any course of instruction for which the Village has made any payment hereunder, that employee shall reimburse the Village for fifty percent (50%) of such courses.

18.5 All training, classes, materials, professional licensures and/or certifications required by the Village, including membership fees, registrations fess and related expenses, will be fully paid for by the Village.

ARTICLE 19
SEVERABILITY AND ZIPPER CLAUSE

19.1 Should any provision of this Agreement, or any part thereof, be rendered or declared invalid by reason of any existing or subsequently enacted state or federal law, or by any decree of a court of competent jurisdiction, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement. The parties agree to immediately meet and confer concerning any invalidated provision(s).

19.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Village and the Union, for the life of this Agreement, and unless specified in this Agreement, each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and-contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Agreement contains the entire Agreement of the parties on all matters relative to wages, hours, terms and conditions of employment as well as all other matters, which were or could have been negotiated prior to the execution of this Agreement. This Section does not prohibit the parties from entering into negotiations concerning the terms of a successor Agreement. Nor does this Section waive the Union's right to bargain over changes in mandatory subjects of bargaining and the impact of changes in non-mandatory subjects of bargaining.

ARTICLE 20
MAINTENANCE OF STANDARDS

20.1 All current employment practices and benefit levels currently granted unto the employees that are not found within this Agreement shall remain in full force and effect.

ARTICLE 21
BEREAVEMENT LEAVE

21.1 Employees who experience a death of any of the following family members are entitled to have up to five (5) days of paid bereavement leave:

Spouse or qualified domestic partner

Children

Parents

Siblings

Grandparents

Grandchildren

21.2 Employees who experience a death of any of the following family members are entitled to have up to two (2) days of paid bereavement leave:

Mother-in-Law

Father-in-Law

Siblings of the employee's spouse

21.3 Leave to attend a funeral upon the death of someone other than a family member covered by Sections 21.1 and 21.2 above must be approved by the Department Director. Absence for such a death is limited to two (2) days and will be charged to leave, as applicable; otherwise, if such leave is not available, the time off will be unpaid.

ARTICLE 22
MISCELLANEOUS PROVISIONS

22.1 Locker Room Facilities (Police Department Employees Only)

A. The Village agrees to maintain locker room facilities for employees of the Police Department as appropriate.

B. Said locker room facilities shall consist of, but not limited to, the following.

1. Lockers;
2. Showers.

C. An agent of the Village shall not inspect an employee's locker space without another employee present as a witness. However, if the Chief of Police determines that circumstances warrant immediate inspection or opening of an employee's locker and there are no other employees available to act as witnesses, the Chief of Police, in his discretion, may authorize that the locker be opened and/or inspected as needed. The Village shall be financially responsible for reimbursing an employee for loss or destruction of property by an agent or employee of the Village during said inspection, excluding the locking device if the employee was given the opportunity to open said locker.

22.2 General Provisions

Employees shall not be required to use their private vehicles in the performance of assigned duties. However, when an employee does use his/her vehicle, he/she shall be compensated at the current mileage rate as contained in the Village Policy and Procedures.

22.3 Beach Park

Each employee who requests an electronic key to gain access to the Beach Park shall be provided with one free of charge. However, any replacement keys shall be provided at the fee charged by the Village to its residents for replacement keys.

22.4 Line of Duty Death

Any employee who is killed while performing his/her official duties or who subsequently dies within twelve (12) months of an incident from which the employee suffered injuries that gave rise to his/her death shall, for purposes of

calculating payouts of his/her accrued leave to his/her beneficiaries, be provided with a 5% salary increase.

22.5 Commuting Reimbursement

The Village will provide a causeway toll transponder to all employees at no cost to the employees.

22.6 Jury Duty

Employees who receive a summons to serve on a jury panel will be paid their full salary for the time they serve; however, employees must remit their jury fee to the Village. The employee must provide the summons and notice of jury service to their Department Director at least five (5) working days prior to the commencement of jury service. If excused and/or released from such service prior to the end of the employee's regularly shift, the employee must report for his/her regular employment unless he has obtained prior approval from the Department Director that he/she does not have to report to his/her regular employment.

ARTICLE 23
APPOINTMENTS

23.1 The Village shall post all vacancies and/or newly created positions within the Village to current employees.

ARTICLE 24
SENIORITY – LAYOFF – RECALL

24.1 Seniority shall be defined as the length of time of employment with the Village. In the event of a tie, length of time within the Department shall apply.

24.2 In the event that the Village selects a position or positions for layoff or elimination that is occupied by more than one employee, the employees with the least seniority will be laid off first.

24.3 An employee selected for layoff shall be allowed to exercise his/her seniority right to bump or displace an employee in a different position, provided that the employee: 1) has more seniority than the displaced employee; 2) previously held that position with the Village; and 3) is qualified to perform the duties of that position, including, but not limited to, having all certifications and/or licenses required to perform the duties of the position.

24.4 Recall

24.4.1 Laid-off employees shall retain recall rights for twelve (12) months for openings into positions that they had when laid-off. A laid-off employee shall be notified of his/her recall rights by certified mail to the last address in the employee's records, along with any address on file with the Union. Within seven (7) calendar days from the certified receipt date, the employee must notify the Department Director of his/her intention of returning to work and be able to return to work within ten (10) calendar days thereafter.

24.4.2 Employees shall be recalled in order of seniority. The Village, at its discretion, may require a recalled employee to submit to a physical examination at the Village's expense.

24.4.3 No new employees shall be hired into a position that had lay-offs until all employees on layoff status who held that position have been notified of their recall rights.

24.5 Employees shall lose their seniority as a result of the following:

A. Termination/Resignation;

B. Retirement;

C. Absence without authorized leave; and/or

D. Being found medically unfit for duty on a permanent basis upon one (1) year of continuous absence.

ARTICLE 25

DURATION OF AGREEMENT

25.1 Except as specifically provided otherwise in this Agreement, this Agreement shall take effect upon ratification by both parties and shall continue in full force and effect through September 30, 2012.

Executed on this _____ day of _____, 2011

For the Village of Key Biscayne

_____

John C. Gilbert
Interim Village Manager, Key Biscayne

_____

Franklin Caplan
Mayor, Key Biscayne

For the International Union of Police Associations

_____

_____