

**RESOLUTION NO. 2005-**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA; PROVIDING FOR RATIFICATION OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE KEY BISCAYNE PROFESSIONAL FIREFIGHTER'S ASSOCIATION, LOCAL 3638; 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 Key Biscayne Professional Firefighter's Association, Local 3638 ("Firefighter's Union"), (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 Firefighter's 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 27<sup>th</sup> day of September, 2005

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MAYOR ROBERT OLDAKOWSKI

ATTEST:

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CONCHITA H. ALVAREZ, CMC, VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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VILLAGE ATTORNEY

AGREEMENT  
BETWEEN  
VILLAGE OF KEY BISCAYNE  
AND  
KEY BISCAYNE  
PROFESSIONAL FIREFIGHTER'S ASSOCIATION  
LOCAL 3638  
OCTOBER 1, 2004 – SEPTEMBER 30, 2007

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**ARTICLE 1**

**RECOGNITION CLAUSE**

1.1 The Village of Key Biscayne (hereinafter "Village and/or "Key Biscayne") hereby recognizes the Key Biscayne Professional Firefighter's Association, Local 3638, (hereinafter "Local 3638" and/or "the Union") as the sole and exclusive bargaining agent as to 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. 1491, and Order No. 04E-200:

Included: Firefighters / Paramedics and Fire Lieutenants

Excluded: All other employees of the Village, including the Fire Chief, Deputy Fire Chief and Fire Captains.

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 It is understood and agreed that the Village possesses the sole right to operate the Fire Department and that all management rights as specified in section 447.209 of the Florida Statutes are expressly reserved to the Village, but that such rights must be exercised consistent with the provisions of this Agreement. These rights include, but are not limited to, the following: discipline or discharge for just cause; direction and supervision of all personnel; the hiring, the assignment or transfer of employees; determination of the mission and objectives of the Fire Department; determination of the methods, means, and number of personnel needed to carry out the Fire Department's missions and objectives; introduction of new or improved methods or facilities; and scheduling of operation and shifts.

## ARTICLE 3

### NO STRIKES AND LOCKOUTS

3.1 Local 3638 agrees that the union will not engage in a "Strike" against the Village as defined in section 447.203(6) of the 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 public employee or employee organization may participate in a strike against a public employer by instigating or supporting, in any manner, a strike. Any violation of this section shall subject the violator to the penalties provided in Chapter 447 of the Florida Statutes. The Village agrees that it will not "lockout" the employees from the workplace. Any violations of this provision will allow either party to seek injunctive relief from the appropriate court.

## ARTICLE 4

### NON-DISCRIMINATION CLAUSE

4.1 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, color, religion, ancestry, pregnancy, national origin, age, disability, marital status, familial status, sexual orientation, union activity, union affiliation, or union membership.

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

4.3 An employee aggrieved by a violation of this provision may use the grievance and arbitration provisions of this Agreement. Should the employee elect to process such complaint through another agency, the grievance process shall not be available.

**ARTICLE 5**

**UNION REPRESENTATIVES**

5.1 A list of Union representatives will be disclosed to the Fire Chief in writing annually and at any time a change in Union representatives occurs. This list shall include any representatives of the Union who are not employees of the Village.

5.2 The Union will designate two (2) members as the Union representatives on each shift, who are employees of the Village and who will act in the capacity of designated Union representatives. The Union shall be permitted to designate two (2) additional representatives, who are not employees of the Village as additional Union representatives which shall not include legal counsel.

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5.3 Representatives of the Union may be allowed to meet with individual employees on Village property during working hours to carry on normal business of the Union, if the Fire Chief has prior knowledge of such activity and such visitation does not interfere with efficient operations.

## ARTICLE 6

### UNION BUSINESS

6.1 The Union is hereby authorized to establish a time pool bank utilizing voluntary time contributions from its members subject to the provisions of this article.

6.2 For each bargaining unit member, who is authorized to use time from the time pool, the Union Executive Board shall fill out the appropriate form as provided by the Village. This form shall be processed through channels of the bargaining unit member who is to use the pool time.

6.3 Bargaining unit members shall be released from duty on pool time only if the needs of the service permit, but such release shall not be unreasonably denied. If because of the needs of the service, a bargaining unit member cannot be released at the time desired, the Union may request an alternate bargaining unit member be released from duty during the desired time

6.4 The four (4) members of the Union negotiating team shall be allowed to participate in labor contract negotiation sessions while on duty with no loss of pay or emoluments, so long as the level of service remains intact. Any changes to either negotiating team shall be done in writing.

6.5 If the needs of the service permit, union representatives will be allowed a reasonable period of leave without a loss in pay to conduct the representation of

bargaining unit members, including attendance at Village Council meetings, but such release shall not be unreasonably denied. If because of the needs of the service, a Union representative cannot be released at the time desired, the Union may request an alternate representative be released from duty during the desired time.

## **ARTICLE 7**

### **DUES DEDUCTION**

7.1 Effective immediately upon receipt of a written authorization form from an employee, the Village agrees, at no cost to the employee or Union, to deduct regular union dues of such employee from his paycheck and remit such deductions to the duly elected Treasurer of the Union within (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.

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

## **ARTICLE 8**

### **INITIAL PROBATIONARY PERIOD**

8.1 Probation, for the purpose of performance evaluations and wages, shall be eighteen (18) months from the date of hire. A probationary employee may be discharged for any reason during his/her probationary period. At the discretion of the Fire Chief, an employee's initial probationary period may be reduced to thirteen (13) months.

8.2 Accumulation of sick time will be cumulative from the first day of employment and the employee may use these days with the submission of a valid doctor's certification.

8.3 Vacation days will be accumulated from the date of employment; however, the probationary employee may not use vacation leave until he/she has completed a minimum of one (1) year of service, or in the event of an extraordinary circumstance, the Fire Chief may, at his discretion, allow up to forty eight (48) hours vacation leave.

## **ARTICLE 9**

### **DISCIPLINARY PROCEDURES**

9.1 Non-probationary employees will only be disciplined or discharged for just 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. Disciplinary and discharge matters shall be subject to the grievance procedures, including binding arbitration.

9.2 Disciplinary actions taken will be fair and consistent with other such actions taken by the Department under similar circumstances, utilizing the rules and Regulations of the Fire Department.

9.3 During the term of this Agreement, all complaints, reprimands, or other records of disciplinary action against each employee which are reduced to writing and placed in the employee's personnel file, shall be duplicated and a copy sent to the employee. The employee shall have the right to enter a response to the disciplinary action into their personnel file. Failure to conform to the provisions of this article shall render the discipline/discharge null and void.

9.4 In disciplinary cases involving the possibility of a discharge, suspension or reduction in rank, a pre-determination meeting before the Village Manager shall be held to review the charges prior to the imposition of such discipline or discharge. At least 5

days prior to the date of the meeting the employee and the Union shall be notified in writing of the charges, time, date and place of the meeting. The employee shall have the right to be accompanied and represented by a Union representative and/or legal counsel.

9.5 After a period of three (3) years without any disciplinary action, the employees' personnel file shall be purged of all references to prior disciplinary actions or reprimands.

## ARTICLE 10

### GRIEVANCE PROCEDURE

10.1 This grievance procedure is for a mutually agreed upon method of resolving any dissatisfaction from an employee or group of employees that the person or group feels needs attention or adjustment.

10.2 An employee may file a grievance to address a serious concern, dissatisfaction, complaint or alleged wrong as directly related to the labor agreement between the parties.

10.3 Grievance Procedure.

Step 1: The grievant shall within four (4) working days, (by the end of the next on duty shift for employees on a 48-hour work week) of the incident, discuss and explain his/her complaint or grievance orally with his/her immediate supervisor, who may call higher level supervision into the discussion in an effort to achieve a prompt satisfactory adjustment. The immediate supervisor will make a decision and notify the grievant within five (5) working days (two shifts for 48 hour employees) after the discussion with the employee.

The supervisor will immediately make his/her immediate supervisor aware of the grievance. In cases where the grievance involves the immediate supervisor, the grievant shall instead call on his/her supervisor's immediate supervisor.

Step 2: If the grievant feels the matter has not been settled or adjusted to his/her satisfaction by the immediate supervisor, he/she may submit the matter in writing to the Fire Chief or his designee, following Step 2 instructions, within three working days (one shift for 48 hour employees) of receiving a response from Step 1. The written grievance must contain the specific information being grieved:

- A statement of the dissatisfaction, complaint, or alleged wrong and the specific facts upon which it is based.
- The allegation of the specific complaint, and the harm done or that will be done because of such action.
- A statement of the adjustment or remedy being sought.

The Fire Chief or his designee will schedule a meeting with the employee within five (5) working days (two shifts for 48-hour employees) after receiving the grievance. If the matter is not resolved at this meeting, the Fire Chief or his designee shall give his written answer within ten (10) working days after the scheduled meeting. The meeting will be limited to the individual employee, a union representative, and the Fire Chief or his designee.

Step 3: If the grievance is not resolved to the employee's satisfaction by the decision of the Fire Chief or his designee, he/she may appeal in writing to the Village Manager or his/her designee within three working days (one shift for 48 hour employees). The Village Manager shall schedule a meeting with the grievant and others, within ten (10) working days and render his/her decision in writing within fifteen (15) working days thereafter.

Step 4: If the grievance is not resolved to the employee's satisfaction by the Village Manager, he/she may request a review by an impartial arbitrator no later than twenty-one (21) calendar days after the response is due in Step 3 of the Grievance Procedure. The involved parties will attempt to mutually agree upon an independent arbitrator. If the parties fail to select an arbitrator, the Federal Mediation and Conciliation Service shall be requested by the Union for a panel of seven (7) arbitrators to be submitted for the selection of a single arbitrator by the parties. The selection process should take no more than fifteen (15) calendar days after the list is received by both parties. The selection of an arbitrator off the list shall be done by the "striking" method with the parties agreeing amongst themselves who will strike first. After this is done, the arbitrator shall confine his/her decision to the particular matter thus specified and will have no jurisdiction beyond that. When the parties are unable to agree, the arbitrator shall decide the issue or issues to be arbitrated. Each party shall bear the expense of its own witnesses, representatives and transcripts. The parties shall bear equally the expense of the impartial arbitrator.

**Copies of the award of the arbitration shall be furnished to both parties within thirty (30) calendar days of the hearing insofar as is practicable and shall be final and binding on both parties. Failure on the part of the Immediate Supervisor, Fire Chief, or Village Manager, to answer within the time limit provided in any step will enable the grievant to advance the grievance to the next step.**

## **ARTICLE 11**

### **SENIORITY**

11.1 Seniority shall be defined as the length of employment within the Fire Department. Departmental seniority shall accrue as of the first day of employment or transfer into the Fire Department. The Village agrees to continue recognizing dual employment seniority (i.e. prior Village employment in a different capacity than that of any bargaining unit position as listed in Article 1) within the Village for purposes of longevity pay only.

11.2 Fire Department seniority shall accumulate during absences because of illness, injury, vacation or other authorized leave.

11.3 Fire Department seniority shall be broken when an employee voluntarily terminates, is discharged for cause or is the recipient of disciplinary action resulting in a no-pay status for a period of longer than twenty-four (24) hours.

11.4 The Village shall post a Fire Department seniority list in the Fire Station during the month of October of each year.

11.5 Any ties in seniority shall be broken in accordance with Fire Department policy in effect at the time of the signing of this Agreement.

## ARTICLE 12

### HOLIDAYS

12.1 All employees, including probationary employees, shall enjoy the following eleven (11) set holidays per year:

New Year's Day (January 1<sup>st</sup>)

Martin Luther King's Birthday (Third Monday of January)

President's Day (Third Monday of February)

Memorial Day (Last Monday of May)

Independence Day (July 4<sup>th</sup>)

Labor Day (First Monday of September)

Columbus Day (Whenever designated)

Veteran's Day (November 11<sup>th</sup>)

Thanksgiving Day (Whenever designated)

The Friday Following Thanksgiving

Christmas Day (December 25<sup>th</sup>)

12.2 Holidays occurring on a Saturday shall be observed on the previous Friday. Holidays occurring on a Sunday shall be observed on the following Monday. Holidays must be taken as they occur and are not to be accumulated unless approved by the Chief of the Fire Department.

12.3 In order to receive pay for an observed Holiday, an employee must work the scheduled shift before and after the holiday or be on approved paid leave, such as

vacation leave, compensatory time, floating holiday, or "R" day, to earn holiday pay. Holiday pay shall be paid to employees that are on sick leave either before, on, or after a holiday if no overtime was needed as a result of sick leave.

12.4 It is agreed and understood that premium pay for work performed on a holiday shall be calculated as one-half of the actual time worked. An employee who works an eight (8) hour shift on which the holiday occurs, shall receive four (4) additional hours as premium pay; an employee who works a sixteen (16) hour shift on a given holiday shall receive eight (8) additional hours as premium pay; and all employees whether they are off or on-duty on the day on which the holiday occurs, shall receive eight (8) hours for the holiday.

**ARTICLE 13**

**SICK LEAVE**

13.1 Sick leave is earned from the date of employment as a full-time employee with the Village Fire Department.

13.2 Sick leave shall not be granted in advance of the leave entitlement actually being accrued.

13.3 Sick leave is to be only utilized for valid personal illness or medical treatments, unless otherwise specified herein.

13.4 Each full-time employee assigned to work a forty (40) hour work week shall accrue one (1) day of sick leave for each month worked (8 hours).

13.5 Each full-time employee assigned to work a forty-eight (48) hour work week shall accrue one-half a shift per month (12 hours).

13.6 In order to be granted sick leave with pay, an employee must meet the following conditions:

(a) In the event the employee is seeking to utilize sick leave they shall notify the on-duty shift commander.

(b) In the event an employee is aware in advance that sick leave usage is needed, it shall be the duty of the employee to notify, in writing, the Chief of the Fire Department

or his designee as far in advance as is practicable of the anticipated time and duration of the anticipated sick leave usage, the reason for requesting such sick leave and medical certification that the employee will be unable to perform his/her normal work function. Employees will be required to begin using sick leave on the date after which their doctor certifies that they are medically unable to perform their normal duties. An employee on sick leave is required to notify the Chief of the Fire Department at the earliest possible time of the anticipated length of absence and of the day he/she is able to resume his/her normal duties.

c) Permit such medical examination, official visit or inquiry which the Village of Key Biscayne Fire Department deems desirable.

(d) File a written request for such sick leave usage on the form and in the manner prescribed and if the sick leave usage was unforeseen, immediately upon his/her return to work.

(e) Fire Department employees who are absent for more than two (2) shifts, with the exclusion of contiguous vacation and/or "R" days, will be required, when requested by the Fire Chief or his designated representative, to submit a medical certificate, signed by a physician stating the kind and nature of the sickness or injury, that the employee has been incapacitated for work for the period of absence and that he is again physically able to perform his duties.

(f) Evidence of abuse of sick leave shall constitute grounds for disciplinary action, up to and including dismissal, as recommended by the Chief of the Fire Department.

13.7 Sick leave may be accumulated up to a maximum of four hundred and eighty (480) hours. Employees who have presently exceeded the four hundred and eighty (480) hour accumulation will, upon the execution date of this Agreement, have their accumulation capped and any excess sick leave time will be governed by Section 33.2 of this Agreement. Future sick leave accumulation for these individuals who exceed the aforementioned cap will be governed by Section 33.3 of this contract.

13.8 Upon separation of employment from the Village of Key Biscayne Fire Department, an employee's accumulated sick leave may be placed in the Retiree Health Savings Plan as provided for herein under Article 33 at a rate of ten percent (10%) per year up to a maximum of one hundred percent (100%) after ten (10) years of service, or paid to the employee or his/her designated beneficiary at the current hourly rate of the employee at the time of the separation from employment.

**ARTICLE 14**

**VACATION LEAVE**

14.1 Each full-time Village of Key Biscayne Fire Department employee will accumulate annual vacation leave at the following hourly rates, based upon their individual years of service to the Village:

- (a) Between zero (0) and three (3) years of employment – 96 hours;
- (b) After three (3) years of employment – 144 hours;
- (c) After seven (7) years of employment – 192 hours.

14.2 Vacation leave will be calculated and accrued from the date of established full-time employment with the Village of Key Biscayne Fire Department.

14.3 Vacation leave shall be scheduled and charged to the employee for actual time away from work and may be charged in hourly increments.

14.4 Vacation leave may be used to supplement sick leave due to sickness or injury only after the sick leave has been fully exhausted and approval is sought and granted by the Chief of the Fire Department.

14.5 The Fire Chief or his designee will arrange vacation leave schedules based upon seniority in rank and reassign remaining duties on such a basis as to cause minimum interference with the normal functions and operations of the Fire Department.

14.6 Leave may be taken only after approval by the Fire Chief or his designated representative. Fire Department employees shall be encouraged to take at least four (4) tours of duty of vacation leave per calendar year. Requests for leave shall be submitted to the Office of the Fire Chief in writing through the appropriate supervisory chain of command.

14.7 Leave may be used only as earned and vacation leave, with pay, shall not be allowed in advance of being earned.

**ARTICLE 15**

**LEAVES OF ABSENCE**

15.1 Personal Days. Following the completion of one (1) full year of service, a Village of Key Biscayne Fire Department employee will be entitled to three (3) personal days based upon the following terms and conditions:

(a) Personal days shall only be granted upon approval and at the discretion of the Fire Chief or his designated representative.

(b) No payment will be made upon separation from Village service for any unused personal days.

(c) The personal days are not cumulative and no carry-over from year to year of this leave will be permitted.

(d) For those employees working a forty-eight (48) hour workweek, one day is the equivalent to twelve (12) hours or one-half of a shift and for an employee working a forty (40) hour workweek, a day of personal leave equals one (1) work day.

15.2 Annual Birthday Leave Day. Each employee is entitled to one (1) birthday leave day per calendar year. This birthday leave day equates to twelve (12) hours or one-half of one (1) shift for employees assigned a forty-eight (48) hour workweek or one (1) work day for those employees on a forty (40) hour workweek. This annual birthday leave day cannot be carried over from year to year and is not to be paid upon separation from employment.

15.3 Compensatory Leave.

15.3.1 The decision to accept compensatory time in lieu of earned overtime pay will be requested by the employee with the approval of the Fire Chief not to exceed a maximum of two hundred and forty (240) hours of accrued compensatory time as established by the Village Manager.

15.3.2 The Village reserves the right under the Fair Labor Standards Act to insist upon cash compensation for overtime worked and not offer the choice of compensatory time to its employees. However, it is understood the Village may not insist that an employee take compensatory time off in lieu of paid overtime.

15.3.3 Compensatory time accumulations in lieu of overtime payments must be in the form of a written agreement between the requesting employees and the Fire Chief or his designated representative. The written agreement must be reached prior to the performance of the actual overtime hours worked.

15.4 Family and Medical Leave Act of 1993. The Village of Key Biscayne fully adopts the Family Medical Leave Act of 1993 in its entirety for all Fire Department personnel.

15.5 Jury Duty.

15.5.1 Any employee covered by this contract, who is legally summoned to serve on a jury, shall be granted time off without loss of straight time pay for reporting to jury duty upon presentation to their supervisor of satisfactory evidence relating to jury duty. Fees paid by the court shall be turned over to the Village excluding meals,

parking and transportation costs. Upon receipt of a check from the court, an employee shall endorse the check to the Village and deliver the check to the Village's Finance Department.

15.5.2 When excused and/or released from such jury service, the employee shall report for his regular employment. If the employee is selected to be involved as a juror in a lengthy trial which exceeds a two (2) week period, he/she shall so notify his/her immediate supervisor so proper coverage can be arranged.

#### 15.6 Bereavement Leave.

15.6.1 The Village agrees that when a death occurs in the immediate family of an employee, that employee will be granted up to two (2) shifts off for employees assigned a forty eight (48) hour work week as bereavement leave without loss of pay or benefits or one (1) week for forty (40) hour workweek employees.

15.6.2 The immediately family as cited above shall be defined as an employee's spouse, parents, children, registered domestic partner, siblings of either the employee or the spouse, grandparents and parents, sisters and brothers-in-law related through marriage.

15.6.3 Unpaid bereavement leave extensions may only be granted by the Chief of the Department or his designated representative under special circumstances.

15.6.4 Proof of death may be requested in order for bereavement leave eligibility to become effectuated.

#### 15.7 Military Leave.

15.7.1 Any Fire Department employee who presents official orders requiring his attendance for a period of training or other active duty as a member of the United States Armed Forces or the State of Florida National Guard may be entitled to unpaid military leave for a period not to exceed seventeen (17) calendar days annually. In the event of reinstatement or revision of the Federal Draft System, up to twenty-five (25) months active service duty will be allowed. An employee receiving seventeen (17) calendar days training period pay shall receive regular pay less the amount received from the Federal or State government.

15.7.2 After seventeen (17) days of military leave have been used in a calendar year, any additional military leave will be on a leave without pay basis.

The individual Guard member employee should:

(1) Immediately upon acquiring National Guard membership or upon employment, if already a National Guard member, the individual should discuss with the Fire Chief or his designated representative, his National Guard status and requirements and assure the Fire Chief or his designated representative, that he will keep him informed of required training dates and that he will work with the Fire Department to the extent possible to overcome any serious or unusual conflicts which may occur.

(2) Immediately upon receiving firm training dates (Inactive Duty, Annual Training, or other FTTD or AD) advise the Fire Chief or his designated representative, of the dates and duration of each period without regard to whether the dates would conflict with his normal work schedule.

This will insure that the Fire Chief or his designated representative has knowledge of all dates and will permit him to take this requirement into consideration if it is necessary to

change work schedule or require overtime work. Any changes in previously scheduled dates must be immediately called to the Fire Chief or his designated representative.

15.8 Leave of Absence Without Pay.

15.8.1 A regular Fire Department employee may be granted leave of absence without pay for sickness, disability or other good and sufficient reasons which are considered to be in the best interest of the Village and the employee.

15.8.2 The Fire Chief or his designated representative may authorize up to thirty (30) calendar days leave without pay to an employee.

15.8.3 The Village Manager may authorize additional leave without pay for up to one (1) year.

15.8.4 Fire Department employees on leave without pay may not work for another employer during their leave unless such employment is part of the purpose of the leave. For example, internships as part of an education program. The determination of appropriate employment while on leave without pay shall rest solely with the Village Manager.

15.8.5 In the case of a request for an unpaid leave of absence due to a prolonged illness or disability due to injury, such request must be accompanied by a physician's certificate identifying the illness or injury, explaining why the leave is needed, estimating how long the illness or disability due to injury will continue and will follow the regulation dealing with Family and Medical Leave provisions.

15.8.6 A Fire Department employee on an unpaid leave of absence shall, if he so desires, be permitted to make his own and the Village's regular contributions to the insurance benefits.

## ARTICLE 16

### INTEGRITY OF THE FIRE DEPARTMENT

16.1 Should the Village decide to contract out, transfer, merge or consolidate the services presently performed by the Fire Department, all rights and benefits guaranteed under this contract for bargaining personnel shall be continued for the term of this Agreement.

16.2 Should the Village decide to contract out, transfer, merge or consolidate such services, the Village shall notify the Union in writing at least forty-five (45) days before the Village's decision becomes final. Within twenty (20) days from the receipt of the Village's notice, the Union may seek to bargain the impact of the Village's decision to contract out, transfer, merge or consolidate such services by making a written demand upon the Village. Should the Union demand impact bargaining, the parties shall within fifteen (15) days from the Village's receipt of the Union's demand, commence good faith impact bargaining. For purposes of this Article, impact bargaining shall include alternatives to the Village's proposed contracting out, transferring, merging or consolidating of services.

**ARTICLE 17**

**SEVERABILITY**

17.1 Should any final decision of any Court of competent jurisdiction or administrative agency or any federal, state or local legislation affect any practice or provision of this Agreement, only the practices or provisions so affected shall become null and void, otherwise all other provisions or practices under this Agreement shall remain in full force and effect.

**ARTICLE 18**

**ON THE JOB INJURY**

18.1 All cases of injury occurring on the job shall be filed for action under the provisions of the Workers' Compensation Law. Full-time employees with the Village of Key Biscayne Fire Department shall be entitled to receive their regular salary from the first day of injury. The Village pays the difference between the Workers' Compensation check and his/her regular salary. This will continue for a period which shall be determined by a review and recommendation of the Chief of the Fire Department and approval by the Village Manager, after consideration of a competent medical doctor's recommendation. The Village is eligible to have an independent medical evaluation done on the injured employee at its own expense. The injured employee must comply with any such management request for an independent medical evaluation. Nothing in this Article shall preclude an employee from having his/her own medical evaluation done at his/her own expense.

18.2 In determining on-the-job injury, the Village and the Union agree to all provisions of Section 112.18 of the Florida Statutes in effect at the time of the signing of this Agreement. Compensated time off will continue to accrue during the period of disability due to on-the-job injury.

18.3 The Village may dismiss for just cause any employee found to be fraudulently claiming workers' compensation benefits under the applicable state laws.

## ARTICLE 19

### HOURS OF WORK

19.1 The work week for 24-hour shift employees shall be as follows: 24 hours on duty, 48 hours off duty. The beginning and ending hours shall be 0730 to 0730. A day off, known as an "R" day, shall be granted once every seven (7) scheduled tours. This schedule will result in a 48-hour work week. Any changes in this schedule shall be subject to negotiations between the parties.

19.2 An "R" day shall be defined as a resulting day off as scheduled by the Fire Chief or his designee and must be taken on the day so designated. An employee may not have the choice to substitute any other official accumulated time or any official time as provided by the Village of Key Biscayne unless approved by the Fire Chief or Deputy Chief.

19.3 An employee may be assigned to work other than the 24/48-hour shift when mutually agreed upon by the Department Head and employee.

19.4 Hours of work shall not exceed forty-eight (48) continuous hours, including the employee's regular shift.

19.5 There shall be a minimum of twelve (12) hours recovery time between shifts before reporting back to work. Exceptions to this may be made by either the Fire Chief or his designated representative.

**ARTICLE 20**

**SHIFT EXCHANGE**

20.1 Employees shall have the right to exchange shifts only under the following circumstances:

- (a) Employees may exchange time but in no event will an exchange of time result in the employee working in excess of two (2) consecutive tours of duty.
- (b) Trading of time may be done voluntarily by the employees.
- (c) The Village will not incur any overtime obligations as a result of a voluntary shift change; and
- (d) The Village will incur no liability for purposes of administering these voluntary shift exchanges.

## ARTICLE 21

### PERSONNEL ALLOCATION

21.1 The Village agrees to provide minimum safe staffing for firefighting apparatus in active service. Each apparatus as defined below will be staffed with a minimum of one officer. In order to provide a minimum level of safety to personnel in the bargaining unit, apparatus in service shall be staffed with no less than:

- (1) Four (4) persons per aerial unit;
- (2) Four (4) persons per quint unit;
- (3) Four (4) persons per pumper unit;
- (4) Three (3) persons per rescue unit; and
- (5) Two (2) persons per squad unit\*

\* Two persons per squad truck may only be used for third EMS calls or third non-suppression calls.

21.2 If, in the future, new types of apparatus are placed in service, which are not covered above, the Village and the Union will meet to negotiate a minimum staffing level for the new types of apparatus. If agreement is not reached within thirty (30) days, the dispute shall be submitted to arbitration consistent with the grievance procedure contained herein.

21.3 The Department shall maintain a minimum of eleven (11) uniformed personnel assigned per shift.

## ARTICLE 22

### HEALTH AND LIFE INSURANCE COVERAGE

22.1 Effective the execution date of this Agreement, the Village of Key Biscayne, for the remaining life of this Agreement, will provide fully paid health insurance coverage for employees of the Fire Department regardless of their election of individual coverage, individual plus one coverage or family coverage. The Village will also continue to pay for the life insurance coverage of each member of the bargaining unit in the amount of two (2) times their base salary.

22.2 Employees may purchase supplemental insurance coverages beyond that which is provided by the Village, at their own expense. Examples of such supplemental insurance are life, dental, optical and cafeteria type insurance plans.

22.3 Employees must participate in the Village health insurance program.

**ARTICLE 23**

**VACANCIES AND PROMOTIONS**

23.1 When a classified permanent promotional vacancy occurs in any position, it shall be filled within a reasonable period of time after the official severance of the vacating Fire Department member.

23.2 All vacancies shall be filled from the promotional register in effect at the time the vacancy occurs. If a promotional register is not in effect, vacancies will be filled from the next promotional register.

23.3 Promotions will be to the effective date of vacancy for the classified position. For pay purposes, if the Village fails to promote within thirty (30) calendar days from the effective date of the vacancy, retroactive pay and seniority to the promoted individual shall be paid beginning thirty-one (31) days from the effective date of the vacancy.

23.4 This provision shall not apply when a freeze is declared by the Village Council or the position is abolished. Once a freeze is lifted, vacancies shall be filled as outlined above.

23.5 The Fire Department Book Review Committee will be made up of the Deputy Fire Chief, one (1) Fire Captain assigned to a twenty-four (24) hour shift, one (1) Fire Lieutenant assigned to a twenty-four (24) hour shift, an Executive Assistant to the Fire Chief assigned to a forty (40) hour work week, and a representative selected by the

bargaining unit who is a member of the Village Fire Department. The Book Review Committee shall meet and discuss the books, materials, scoring procedures, weights of books, etc. to be used in the promotional examination for Lieutenants. Testing, both written and behavioral assessments, shall be based upon written materials (e.g. books, SOG's, etc.) identified to the test candidates.

23.6 All promotional registers for Lieutenants shall remain in effect for a period of two (2) years from the date the register becomes effective, unless the register is exhausted.

23.7 In the event of a tie on the promotional register, an employee's seniority date shall be used for ranking purposes.

23.8 The study materials adopted by the Fire Department Book Review Committee will be posted no less than ninety (90) days prior to the actual examination.

## ARTICLE 24

### PHYSICAL AND SUBSTANCE ABUSE EXAMINATIONS

24.1 The Village of Key Biscayne, Florida, strives to provide a safe, healthful and productive work environment for its employees and adopts a zero tolerance for substance and alcohol abuse in the workplace.

24.2 The Village, as part of its medical examination process during pre-employment physicals, during a fitness for duty examination of an employee who is experiencing job performance problems, after the occurrence of a preventable accident and during the annual physical examinations schedule as specified below, will require the employee to submit to substance and alcohol abuse testing.

24.3 The Village's physical examination schedule for its firefighters is as follows:

- \* Employees under thirty (30) years of age: Every three (3) years
- \* Employees between thirty (30) and thirty-nine (39) years of age: Every two (2) years
- \* Employees forty (40) years of age or older: Annually

A baseline Thallium Stress Test shall be part of each physical examination.

24.4 The Village reserves the right to randomly perform substance abuse and alcohol abuse testing on any probationary member of the bargaining unit regardless of rank, employees with less than one hundred forty four (144) hours of total accumulated sick time, employees utilizing sick time of more than three (3) times in a twelve (12) month

period, any employee using sick leave contiguous to the use of other leave entitlements including "R" days more than twice in a twelve (12) month period; and when a Department supervisor reasonably suspects an employee to be under the influence of an illicit narcotic substance or alcohol in the workplace.

24.5 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 limited below:

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

24.6 Analysis of specimens will 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.

24.7 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 Medical Review Officer concerning drugs and/or drug groups that may be tested for under this policy.

24.8 All positive initial test 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 Medical Review Officer's telephone numbers as well as pertinent information concerning the drug 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 Medical Review Officer explaining or contesting the test results. If the Village disagrees with the employee's position, within fifteen (15) days of receipt of a formal

challenge of test results, the Village will respond. If the employee wishes to maintain the challenge, within thirty (30) days of 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.

24.9 All information, including interviews, reports, statements, memoranda, and drug test results, written or otherwise, received by the Village, drug testing laboratories, Medical Review Officer, Employee Assistance Program drug and alcohol rehabilitation providers, and their agents who receive or have access to information concerning drug test results originating from testing performed in conjunction with this Policy, is to be treated as confidential. Such information may not be used or received in evidence, obtained in discovery, or disclosed in any public or private proceedings unless release, including consultation with legal counsel, is required to defend related civil or administrative matters such as determining, compensability under Chapter 440, Florida Statutes, or unless such release is compelled by a hearing officer or court of competent jurisdiction pursuant to an appeal taken under this section, or unless deemed appropriate by a professional or occupational licensing board in a related discharge proceeding. Release of such information under any circumstances other than as set forth herein above, shall be pursuant to a written consent form signed voluntarily by the person tested. Information on drug test results shall not be released or used in any criminal proceeding against the employee or job applicant and if released contrary

to this section, the information shall be inadmissible as evidence in any such criminal proceeding.

24.10 Nothing in this Zero Tolerance Substance and Alcohol Abuse Policy is intended to prohibit the prescribed use of legally obtained medications which may contain controlled substances within the Drugs or Drug Groups tested for in this policy. 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 Medical Review Officer before they report to work. The Medical Review Officer will determine which duties (if any) the employee may perform while taking the impairing or potentially impairing medication(s) and will so notify the Fire Chief or his designee. If the contents or impairing effects of prescribed or over-the-counter medications are not known, a current listing of tested for drugs/drug groups detailed by brand or common names will be given to each employee and also posted by the Village.

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

24.12 To discourage the use and/or distribution of illegal drugs or alcoholic beverages in the workplace, upon reasonable suspicion, searches for alcohol drugs 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 tool boxes, lockers, desks, etc. Discovered illegal items will be referred to law enforcement for disposition.

24.13 Disciplinary consequences for violating this Zero Tolerance Substance And Alcohol Abuse Policy is the immediate discharge of the employee for just cause, and the potential denial of Unemployment Compensation as specified at Sections 440.101 and 440.102 of the Florida Statutes. An employee injured and subsequently confirmed positive for drug or alcohol abuse based upon post-accident testing may likewise be terminated from employment and may lose Workers' Compensation benefits.

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

## ARTICLE 25

### MISCELLANEOUS PROVISIONS

25.1 Firefighters' Bill of Rights. Both parties agree to follow Sections 112.80-112.84 of the Florida Statutes, entitled "Firefighters' Bill of Rights."

25.2 No Smoking Policy. In accordance with Section 633.34(6) of the Florida Statutes, a Village Firefighter must be a non-user of tobacco or tobacco products as a condition of his/her employment with the Village Fire Department, both during on and off-duty hours.

25.3 Off-Duty Employment. No employee may participate in any off-duty employment which poses a conflict of interest between his/her private interests and his/her public duties as determined by the Village Manager. Off-duty employment which would allow an employee to gain a special privilege, benefit, or exemption for himself, herself or others, employment which violates any federal or state law or which would impede the full and faithful discharge of his/her public duties is prohibited. Each employee will act with integrity and prudence to protect the good will and reputation of the Village Fire Department.

25.4 Loss of Equipment. A bargaining unit member shall reimburse the Village for the repair or replacement cost of lost, stolen, or damaged Village equipment when the

Village demonstrates beyond a reasonable doubt that the employee's careless and/or negligent act(s) or behavior caused the loss, theft or damage.

25.5 Bulletin Boards. The Village shall furnish a space for bulletin boards for the purpose of pre-approved Union notices. Notices shall be approved by the Fire Chief or his designated representative.

25.6 Village Meetings. An electronic copy of the agenda of the Regular and Special Village Council Meetings will be sent via electronic mail to the President of Local 3638, International Association of Firefighters one (1) day prior to the Village meeting. Any additional materials, changes to the agenda, etc., shall be made available at the meeting to the Union President or his/her Designee.

25.7 Training. Outside training exercises shall not be conducted when the ambient temperature at the training site is above one hundred degrees (100°) Fahrenheit or the heat index at or above one hundred and five degrees (105°) Fahrenheit or during recognizably hazardous weather conditions. If on-duty personnel are involved in night-time training, down time after 1300 hours will be arranged by the on-duty shift officers.

25.8 Personal Liability Protection. The Village of Key Biscayne agrees to purchase and maintain continuous coverage of insurance up to the limit of its personal liability protection for each employee covered by this Agreement for personal liability arising out of any act or the omission of any required act in the course of employment unless the

employee acted in bad faith, with malice or with wanton and willful disregard of human rights, safety and property.

25.9 Line of Duty Death. Any full-time bargaining unit member who is killed while in the performance of his or her official duties or who subsequently dies from injuries within twelve (12) months of the incident from his or her injuries shall be given an immediate promotion to the next highest rank at the same salary step they were in at the time of their death. Leave balances will be paid off at the hourly rate of the newly promoted rank.

25.10 Voting. Members shall be allowed up to two (2) hours of time off with pay to vote in local, state and national elections, if an election falls during an employee's regular shift assignment. An employee who wants to be compensated for time pursuant to this provision must notify his/her supervisor of his or her intent to vote prior to the intended voting date. Employees understand they have the option to vote by absentee ballot and may do so at their discretion to avoid any conflict with their assigned tour of duty.

25.11 Personnel File. An employee shall be given a copy of each entry made into the employee's personnel file. All complaints, reprimands, or other records of disciplinary action against each employee shall be signed by the employee as evidence of the entry. The employee shall be given the opportunity to respond to the entry and such response shall be made part of the file to be signed.

25.12 Distribution of Pay Checks. When available, paychecks will be delivered to the Fire Chief's office no later than Thursday afternoon prior to the payday Friday in order that the checks may be sorted and distributed. Any mistakes in amounts due to the employee shall be corrected and paid that day or the next business day if such monies exceed one hundred dollars (\$100.00). Should the mistake not exceed one hundred dollars (\$100.00), it will be remedied on the following payday. The Village agrees to offer direct deposit of employee's paychecks at no cost to the employee. The program will be instituted, as soon as arrangements can be made with the financial institution and employee data is collected and entered. The Village will make any necessary employee payments and/or benefits directed by the employee within ten (10) days of payday.

25.13 Promotional Probation: Newly promoted Fire Lieutenants shall serve a probationary period of twelve (12) months from the date of the promotion. At the discretion of the Fire Chief, said probationary Lieutenant may complete his/her promotional period within a nine (9) month period.

25.14 Time Forms: The Shift Commander will be responsible for filing time forms for any authorized unscheduled time utilized by any bargaining unit member.

25.15 Copies of Contract: The Village shall print and furnish a copy of this labor contract to each affected employee within fifteen (15) days after the execution thereof

at no cost to the employee. The Local Union President or his/her designee shall receive an additional fifteen (15) copies of the contract at no cost.

25.16 Commuting Reimbursement: As soon as it is practicable to do so after the execution of this contract, the Village will provide a causeway toll transponder to all members of the bargaining unit at no cost to the employee.

25.17 Extra Duties: Employees covered by this Agreement will not be required to perform any cleaning or building maintenance services in the administrative offices of the fire station.

**ARTICLE 26**

**PROFESSIONAL ENHANCEMENT**

26.1 All employees covered by this Agreement, who are ordered to attend off-duty courses by the Fire Department shall be paid at the prevailing overtime rate.

26.2 The Village of Key Biscayne agrees to pay full tuition and related expenses for all accredited degree courses in a job related field as determined by and with the prior approval of the Chief of the Fire Department and provided that the tuition reimbursement is in adherence with current Village personnel policies.

26.3 All training, classes, education and materials required by the Village will be paid for by the Village at one hundred percent (100%).

26.4 Employees who fail to satisfactorily complete said training courses in which they enrolled, shall reimburse the City for tuition advanced in their behalf.

**ARTICLE 27**

**ENTIRE AGREEMENT**

27.1 All rights, privileges, and working conditions enjoyed by the employees at the present time and which are not included in this agreement shall remain in full force, unchanged and unaffected in any manner for the term of this agreement unless changed by mutual agreement of the parties.

27.2 This Agreement contains the entire contract, understanding, undertaking and agreement of the parties hereto and finally determines and settles all matters of collective bargaining for and during its term, except as may be otherwise provided herein.

## ARTICLE 28

### SAFETY EQUIPMENT

28.1 The Village will ensure all firefighting protective equipment (bunker gear), apparatus, tools, protective clothing and station wear which will not cause or contribute to injury from an unexpected thermal exposure, meets and/or exceeds NFPA safety standards, federal standards, or other recognized safety standards such as A.N.S.I., U.L., U.S.B. of Mines, etc., at the time the bid is let for purchase unless otherwise approved by mutual agreement of the parties. Furthermore, any improvements in firefighting turnout gear to include protective footwear will be provided to firefighting personnel as they become available. Definition of improvements in turnout gear may include any turnout gear or footwear that is lighter in weight from currently assigned equipment or any equipment that has been proven to reduce fatigue or stress to personnel.

28.2 Rescue and Fire Apparatus will comply with all applicable Federal and State standards.

**ARTICLE 29**

**LAY OFF**

29.1 In the event of a layoff for any reason, employees shall be laid off according to reverse order of departmental seniority.

29.2 In the event the Village determines that the number of employees must be reduced for any reason, such reduction in employees shall be based on objective, reasonable and non-discriminatory standards which shall not be arbitrary or capricious; shall not deprive employees of other rights conferred by this Agreement or the Laws of Florida or the United States; and will be capable of uniform application.

29.3 Severance pay for layoffs shall be one (1) week's pay after one (1) year of service.

29.4 Employees shall receive fifteen (15) days notice prior to a layoff.

**ARTICLE 30**

**OVERTIME**

30.1 All authorized hours actually work performed in excess of an employee's normal work day and in excess of an employee's normal work week shall be considered overtime work. Employees performing overtime work shall be paid at the rate of time and one-half at their straight time hourly rate of pay.

30.2 Employees shall be compensated for overtime as it occurs or, at their option, they may accumulate compensatory time in accordance with Article 15.3.

## ARTICLE 31

### WORKING OUT OF CLASSIFICATION

31.1 The Village agrees that any person covered by this Agreement who is required to accept the full responsibilities and carry out the duties of a rank above that which he/she normally holds shall be paid at the hourly rate of five percent (5%) above his current rate in his regular classification while so acting, provided he works in that capacity for a minimum of four (4) hours per shift.

## ARTICLE 32

### UNIFORMS AND MAINTENANCE ALLOWANCE

32.1 The Village agrees to furnish at no cost to the employee the following uniform items in sufficient quantities as determined by the Fire Chief:

- (a) shirts
- (b) trousers
- (c) hats
- (d) belts
- (e) jumpsuit
- (f) tee shirts
- (h) raincoats
- (i) heavy jacket
- (j) fanny pack; and
- (k) personal protective equipment

32.2 The level of inventory and method of surveying uniform items unfit for wear will be determined by the Fire Chief or his designee.

32.3 Uniform items may be replaced as needed at the discretion of the Fire Chief or his designee.

32.4 The annual uniform maintenance allowance will be Six Hundred and Thirty-Five Dollars (\$635.00). The allowance will be paid on the bargaining unit member's

anniversary date. The cost of any uniform changes dictated by the Village shall be borne by the Village.

32.5 The Village will supply one (1) set of linen sheets, one (1) blanket, one (1) pillow and one (1) pillow case, which shall be replaced as needed.

**ARTICLE 33**

**RETIREE HEALTH SAVINGS PLAN**

33.1 The Village agrees to establish and to participate in a post-employment retiree health savings plan for the benefit of the bargaining unit members.

33.2 Effective June 1, 2005 all existing sick leave accumulations beyond four hundred eighty (480) hours as specified in Section 13.7 of the contract, will mandatorily be placed into a deferred compensation retiree health bank, for use by the employee upon retirement in accordance with the savings plan specifications.

33.3 During the life of this Agreement, any sick leave accumulations which exceed the four hundred eighty (480) hour cap set by Section 13.7 of the contract will be placed, without exception in the deferred compensation retiree health bank for use by the employee upon retirement in accordance with the savings plan specifications.

33.4 Any and all administrative fees associated with the set up and maintenance of the retirees' health savings plan are to be borne solely by the employee. Nothing shall prohibit an employee from making their own voluntary contributions to their retiree health savings plan in accordance with the savings plan specifications.

**ARTICLE 34**

**PENSION REOPENER**

34.1 The Parties mutually agree to re-open negotiations on firefighter pensions beginning June 1, 2005 and ending by December 31, 2005 after the required actuarial studies are completed and compliance with State law is fully effectuated.

**ARTICLE 35**

**SALARIES**

35.1 Employees are paid pursuant to a ten step salary plan, copies of which are attached as Exhibits A (firefighters) and B (lieutenants).

35.2 The Village agrees to increase salaries of employees covered by this Agreement by an amount equal to the change in the Consumer Price Index ("CPI"), effective on October 1, 2005 and October 1, 2006.

35.3 The "CPI" will be computed based upon U.S. Department of Labor, Bureau of Labor Statistics' data for the Miami-Fort Lauderdale area for the average months of April and June in the same year in which the increase is to be granted.

35.4 Upon the completion of fifteen (15) years or service, the employee shall receive a five (5) percent longevity payment and upon the completion of twenty (20) years of service the employee shall receive an additional five (5) percent longevity payment.

## **ARTICLE 36**

### **DRIVER ENGINEER**

36.1 The Village shall, upon the execution of this Agreement, establish a new position designated as "Driver Engineer" (D.E.). Personnel promoted to the position of D.E. will be solely responsible for the safe operation of firefighting apparatus (Quint and Engine). The position of D.E. shall not apply to Rescue vehicles.

36.2 The minimum qualifications for the position of D.E. are as follows:

- A candidate must have two years of service in the Department, and;
- Must have a Certificate of Competency issued by the Division of State Fire Marshal Bureau of Fire Standards and Training for the course entitled Pump Operator. The successful completion of the City of Miami's Driver Engineer Class may be substituted in lieu of the requirement.

36.3 A written and a practical examination shall be administered by the Fire Administration to ensure the best candidates are selected. Once a register has been established, personnel will be assigned according to their numerical ranking.

36.4 The Village agrees to an assignment of four (4) Driver Engineers per shift and will maintain a minimum safe staffing level of two (2) Driver Engineers per shift. If the minimum number of D.E.'s falls below two (2) and no reserve D.E.'s are on duty, the

Village will hire to fill the vacancies through the use of the overtime procedures. If a reserve D.E. is on duty, he/she will drive and be paid acting D.E. pay for that tour.

36.5 Any member having the minimum qualifications for the position of D.E. will be recognized as a reserve D.E. for purpose of potential overtime assignments if deemed to be necessary.

36.6 Firefighters permanently assigned as Driver Engineers shall receive 5% position pay added to the employee's annual base salary.

36.7 Testing for D.E. positions will be conducted as needed.

**ARTICLE 37**

**EXECUTIVE ASSISTANT TO THE FIRE CHIEF**

37.1 The Village shall, upon the execution of this Agreement, establish a new position designated as Executive Assistant to the Fire Chief (EAFC). A fire lieutenant working a 40 hour work week schedule will be assigned this designation. There will be three (3) Lieutenants so designated. At no time does the Lieutenant holding this designation have firefighting or command responsibilities beyond that of a Lieutenant at a fire or rescue related incident.

37.2 The normal work schedule of an EAFC shall consist of a forty (40) hour work week and involve four (4) ten (10) hour days per week. Any changes in the work schedule of the EAFC will be at the discretion of the Fire Chief or his designated representative.

37.3 The EAFC will aid the Fire Chief in coordinating Fire Department activities and will be in charge of a specific area of assignment as directed by the Fire Chief or his designated representative.

37.4 The EAFC on occasion may represent the Fire Chief, at his request, at meetings with the agreed public, local media, various civic organizations, etc. and as such, may be called upon from time to time to act as the spokesperson for the Fire Chief and/or the Fire Department

37.5 The EAFC may participate in policy creation affecting the Department and will from time to time advise the Fire Chief on matters of organizational direction.

37.6 The EAFC shall receive an additional three percent (3%) pay stipend while holding this designation.

37.7 The EAFC shall be assigned a twenty-four (24) hour take home vehicle owned and issued by the Department.

**ARTICLE 38**

**DURATION OF AGREEMENT**

38.1 This Agreement shall be effective from October 1, 2004 and shall continue in full force and effect up to and including September 30, 2007.

38.2 The Agreement shall continue in full force and effect for its term and shall be automatically renewed on an annual basis thereafter, unless the union provides written notification to the Village not less than sixty (60) days prior to the expiration date set forth above of its decision to negotiate a successor collective bargaining agreement. After receipt of said written notice, negotiations shall commence not later than thirty (30) days before the expiration of this Agreement. Nothing shall preclude the parties from mutually agreeing to negotiate a successor agreement prior to sixty (60) days before the expiration date of the Agreement.

Executed this \_\_\_\_\_ day of September 2005.

For the Village of Key Biscayne

For the Professional Firefighter's  
Association, Local 3638

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