



VILLAGE OF KEY BISCAINE

Office of the Village Manager

Village Council

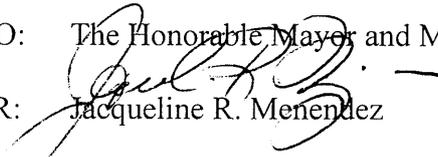
Robert Oldakowski, *Mayor*
Robert L. Vernon, *Vice Mayor*
Enrique Garcia
Steve Liedman
Jorge E. Mendia
Thomas Thornton
Patricia Weinman

Village Manager

Jacqueline R. Menendez

DT: January 4, 2007

TO: The Honorable Mayor and Members of the Village Council

FR: 
Jacqueline R. Menendez

RE: **Ratification of the Collective Bargaining Agreement**

RECOMMENDATION

This Collective Bargaining Agreement has already been unanimously approved by members of the bargaining unit. Therefore, I highly recommend the Village Council support this resolution as the agreement with Teamsters Local 769 is in the best interest of the Village of Key Biscayne.

BACKGROUND

Late last year the police officers and sergeants of the Key Biscayne Police Department unanimously approved the formation of a union and chose Teamsters Local 769 as their representative. The decision to unionize was done in full compliance with the laws of the State of Florida and of the United States.

VILLAGE OF KEY BISCAYNE
RESOLUTION NO. _____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA; PROVIDING FOR RATIFICATION OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 769 AND THE VILLAGE OF KEY BISCAYNE; 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 Brotherhood of Teamsters, Local 769 (“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 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 ____ day of January, 2007

MAYOR ROBERT L. VERNON

ATTEST:

CONCHITA H. ALVAREZ, CMC,
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

VILLAGE ATTORNEY



COLLECTIVE BARGAINING AGREEMENT
BETWEEN
VILLAGE OF KEY BISCAYNE, FLORIDA
AND
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
LOCAL 769

OCTOBER 1, 2006 THROUGH SEPTEMBER 30, 2009

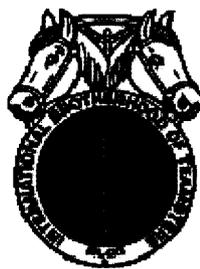


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ARTICLE 1
RECOGNITION CLAUSE

- 1.1 The Village of Key Biscayne (“Village”) hereby recognizes the International Brotherhood of Teamsters, Local 769 (“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. 1597.
- **Included:** Sworn police officers and sergeants employed by the Village of Key Biscayne.
 - **Excluded:** Police chief, deputy chief, major, lieutenants and all other employees employed by the Village of Key Biscayne.
- 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, lay off, 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 Police Department;
 - 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, including starting and quitting time of all employees;
 - 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 Should there be any disputes as to the meaning and intent of any Article of this Agreement; the parties fully understand that this Article shall be determinative.

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 Village shall furnish the Union office a courtesy copy of all current or subsequently amended written rules or regulations pertaining to employer-employee relations, including Police Department rules and regulations, standard operating procedures, supervisors' duty manual, and any amendments thereto.
- 4.2 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.
- 4.3 The Village shall provide, at the cost of reproduction established by Section 119.07, Florida Statutes, such copies of the classification position control roster as requested by the Union. The roster shall contain names, step and grade of all bargaining unit members.
- 4.4 A designated Union representative 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, for attendance at grievance hearings or other employer-employee proceedings, however, that such release from duty shall not interfere with the Union representative's assigned duties.
- 4.5 Employees shall have the right to join in, or refuse to join in Union activity without interference or intimidation or coercion by either the Village or the Union. Further, employees shall enjoy all the rights and privileges as outlined in this Agreement.

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 use the grievance and arbitration provisions of this Agreement. Should the employee elect to process such complaint through another agency, the grievance process shall be forfeited by that employee.

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 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 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 allocated a reasonable portion (approximately 1/3) of the 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 Police Department.
- 7.4 The Union may distribute Union literature and Union materials through the employees' informational boxes by off-duty personnel.

ARTICLE 8

INITIAL PROBATIONARY PERIOD

- 8.1 Probation, for the purpose of performance evaluations and wages, shall be eighteen (18) months in duration from the date of hire. A probationary employee may be discharged for any reason during his probationary period. At the discretion of the Police Chief, an employee's initial probationary period may be reduced to twelve (12) months.
- 8.2 Accumulation of sick time will be accrued from the first day of employment and a probationary employee may use these days with the submission of a valid doctor's certification.
- 8.3 Vacation days will be accrued from the first day of employment; however, a probationary employee may not use any accrued vacation leave until he has completed a minimum of one (1) year of service. In the event of an extraordinary circumstance, the Police Chief may, at his discretion, allow up to forty eight (48) hours vacation leave.

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 Police Department under similar circumstances, utilizing the Rules and Regulations of the Police Department and any and all other rules and procedures of the Village and Police Department.
- 9.3 Disciplinary actions not involving the loss of compensation for the employee are only grievable through Step 4 of the grievance procedure in Article 10 and are not subject to binding arbitration. Any disciplinary action of this sort may only be utilized for purposes of progressive discipline for up to a one (1) year period.
- 9.4 The Village will fully abide by Section 112.532, Florida Statutes known as the Law Enforcement Bill of Rights during any internal investigation of any employee.

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 Verbal Grievance

STEP 1

Whenever an employee has a grievance, he should first present it verbally to his immediate supervisor within seven (7) days of the event giving rise to the grievance. It is the responsibility of the supervisor to attempt to arrange a mutually satisfactory settlement of the grievance within seven (7) calendar days from the time when the grievance was first presented to him, or failing in that, must within that time advise the employee of his inability to do so. Such contact between the employee and supervisor shall be on an informal basis.

10.3 Formal Grievance Procedure

STEP 2

If the aggrieved employee is not satisfied with the Step 1 answer, he may, within seven (7) calendar days following the day on which he received the Step 1 answer, reduce the grievance to writing and submit it to the Lieutenant in charge of that shift. 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 Lieutenant may informally meet with the employee to address the grievance. A Union representative may be present at the meeting upon the employee's request. The Lieutenant shall reach a decision and communicate in writing to the employee and the Union representative within ten (10) calendar days from receipt of the grievance.

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 employee shall have the right to appeal the Step 2 decision to the Chief of Police or his designee within seven (7) 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. The Chief of Police or his designee may conduct a meeting with the grievant and his Union representative, if needed. The Chief of Police or his 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 decision on the grievance in writing to the aggrieved employee and the Union representative.

STEP 4

If the grievance is not resolved at Step 3, or if no written disposition is made within the Step 3 time limits, the employee shall have the right to appeal the Step 3 decision to the Village Manager or her designee within seven (7) calendar days from the date of the issuance of the Step 3 decision. Such appeal must be accompanied by the filing of a copy of the original written grievance, together with a request form signed by the employee requesting that the Step 3 decision be reversed or modified. The Village Manager or her designee shall conduct a meeting with the employee and his Union representative, if needed. The Village Manager or her designee shall, within ten (10) calendar days (or such longer period of time as is mutually agreed upon in writing), render her decision in writing to the employee and the Union representative.

- 10.4 If the grievance is not resolved at Step 4, or if no written disposition has been rendered within the applicable time limits, the employee shall have the right to appeal to binding arbitration within ten (10) calendar days from the date the Step 4 disposition is given, or the due date of that decision, if no written decision is made.
- 10.5 A grievance not advanced to the higher step within the time limits provided shall be deemed permanently withdrawn as having been settled on the basis of the most recent decision given. Failure on the part of the Village to answer within the time

limits set forth in any Step will entitle the employee to proceed to the next step. The time periods contained herein may be mutually waived or extended due to unforeseen circumstances.

- 10.6 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 Chief of Police or his designee at Step 3 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.
- 10.7 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.
- 10.8 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.
- 10.9 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.
- 10.10 Copies of the arbitrator's decision shall be furnished to both parties within thirty (30) days of the closing of the arbitration hearing. The arbitrator's decision will be final and binding on all parties.

- 10.11 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.
- 10.12 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

SENIORITY

- 11.1 Seniority for the purposes of this Article is defined as the uninterrupted length of service of an employee with the Village starting on the employee's the date of hire with the Police Department as a certified law enforcement officer.
- 11.2 Seniority shall continue to accrue during all types of leaves except leaves of absence without pay exceeding thirty (30) consecutive days. With respects to leaves of absence in excess of thirty (30) consecutive days, accrual of seniority will recommence upon return to duty. Any exceptions to this Section shall be at the sole discretion of the Chief of Police.
- 11.3 For purposes of all promotional examinations, one quarter (.25) of a point shall be applied to the final examination score for each year of service up to a maximum of five (5) points.

ARTICLE 12
LAYOFF AND RECALL

12.1 **Lay Off**

In the event of a layoff for any reason, employees shall be laid off in reverse order of seniority. An employee who is to be laid off who had advanced to his present classification in the same department in which he held a permanent appointment, shall be given the opportunity to displace a less senior employee in the lower classification in the same department. An employee may not “down bump” another employee unless he had performed the lower level classification job on a regular basis as evidenced by his personnel records.

12.2 **Recall**

- A. Employees in layoff status will retain recall rights for twelve (12) months and shall have preference over applicants on eligibility lists. Recall shall be made by certified mail to the last address in the employee’s records, along with any address on file with the Union. The employee must within seven (7) days from the certified receipt date, signify his intention of returning to work to the office of the Chief of Police.
- B. An employee, when offered recall, who is temporarily unable to accept due to medical reasons after notifying the Police Department of his intentions of returning, shall be granted an additional thirty (30) day period from the date of notice of intention to return to duty, in which to return to duty without loss of seniority rights accrued to date of layoff.
- C. When employees are recalled from layoff, the employees with the greatest departmental seniority shall be recalled in order of seniority, provided that the employee is physically capable of performing his regular duties. The Village, at its discretion, may require a recalled employee to submit to a physical examination at the Village’s expense.
- D. Employees, who return to a job classification covered by this Agreement from a layoff status, shall receive a rate of pay based upon the current schedule in effect at the time of recall.
- E. No new employees shall be hired in any classification until all employees on

layoff status in that classification have been notified of return to work.

12.3 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 13

WORK WEEK AND WORK SHIFT

- 13.1 The standard payroll workweek shall begin at 0001 hours Sunday and end at 2400 hours Saturday. This period shall be referred to as the standard workweek. Work cycles within the fourteen (14) day work period shall be in accordance with the current practice, including appropriate intervening consecutive days off.
- 13.2 Each employee shall be entitled to either a one (1) hour paid break period or two (2) thirty (30) minute breaks during a regular twelve (12) hour work shift. Due to the nature of the job, in the event an employee is unable to utilize these designated break times there is no obligation on the part of the Village to either restore to or compensate the officer for said lost break time.
- 13.3 For the purpose of this Agreement, a shift means the time during which an employee is on scheduled duty. A shift shall be no less than eight (8) hours.
- 13.4 No employee shall be required to work a split shift. Whenever a shift rotation occurs, or an employee rotates to a new shift, the employee will be entitled to at least the number of hours equal to one scheduled shift of off-duty time prior to returning to work.
- 13.5 In those instances where adjustments to squad assignments are required, the employee will be given at least four (4) days advance notice. When squad reassignments are necessary due to exigent circumstances, (See: Article 21) or unforeseen manpower shortages, the employee will be given as much notice as possible.

ARTICLE 14
LEAVES OF ABSENCE

- 14.1 The Police Chief may recommend that an employee be granted a leave of absence without pay for the purpose of entering upon a course of training or any study calculated to improve the quality of service. No benefits, except seniority if such leave is less than thirty (30) consecutive days, shall accrue during this period of leave.
- 14.2 All applications for a leave of absence without pay, including any application under Section 14.1 above, shall be within the exclusive discretion of the Chief of Police.
- 14.3 An employee granted a leave of absence, upon the termination and/or expiration of the leave, will return to the same job classification and rate of pay currently in effect for that classification.

ARTICLE 15

JOB CONNECTED DISABILITY

- 15.1 Whenever an employee sustains an injury compensable under Chapter 440, Florida Statutes, as the same may be amended from time to time, the Village shall pay the employee the difference of the employee's salary including any adjustments at the time of the injury and compensation wage benefits received until the employee reaches maximum medical improvement or is authorized to return to work in a light duty status, whichever comes first.
- This Section shall apply only to the first thirty (30) consecutive calendar days an employee is off duty due to an injury compensable under workers' compensation. Thereafter, the employee may continue to receive full pay by utilizing accrued sick leave, annual leave, or other paid leaves to supplement the compensation wage benefits he receives under worker's compensation.
- The Village Manager may, in her discretion, extend the thirty (30) calendar day period hereunder for additional periods if she determines that the circumstances surrounding the on-the-job injury were such as to warrant the employee receiving special consideration. Any such extension(s) shall be in thirty (30) day increments.
- 15.2 While on a job connected disability leave, employees shall be entitled to all benefits as provided by the Village policy or by this Agreement.
- 15.3 Any employee injured on the job shall be paid his full day's wages for the day of the accident if his treating physician directs that he should not return to work that day.
- 15.4 The Village shall make a good faith effort to place a bargaining unit employee injured on the job in a light duty job consistent with his physical and mental capabilities and limitations as determined by a qualified physician. During the period of his light duty job, the employee shall receive his regular pay and benefits. Light duty jobs must involve productive work (i.e., no "make work" jobs). All light duty jobs must be approved by the Village Manager.
- 15.5 Any employee found to have engaged in any type of worker's compensation fraud, will be subject to immediate termination from employment.

ARTICLE 16
SAFETY & HEALTH

- 16.1 The Village and the Union will cooperate in the continuing objective of eliminating accidents and health hazards.
- 16.2 Employees covered by this Agreement shall not be required to use a vehicle or piece of equipment reasonably deemed unsafe. With respect to vehicles, the term reasonably safe shall relate to brakes, tires, lights, police emergency flashers, horns, sirens and/or steering.
- 16.3 Whenever an employee covered by this Agreement feels that a vehicle or other equipment is unsafe and, therefore, unfit for service because it is a hazard to the employee(s) or to the public, or both, he shall immediately inform his Supervisor. If the Supervisor concurs, the unsafe vehicle or other equipment shall not be used until it has been inspected and determined safe. Should the Supervisor not concur, the employee shall document such unsafe condition and Supervisor's comments in writing and forward it to the Chief of Police via the Chain of Command. Employees coming on or going off-duty shall report any defects with respect to the vehicle operated or to be operated during a shift to the Supervisor.
- 16.4 If the unsafe equipment is a vehicle and the nature of the unsafe conditions is such that it should not be driven, the vehicle shall be dead lined at the location where it is deemed unsafe. An employee shall not be required to deliver such an unsafe vehicle to a place of repair. However, if the nature of the unsafe condition is such that the vehicle can be driven to a place of repair by the employee without hazard to the employee(s) and/or to the public, the employee shall do so. The employee's Supervisor shall make final determination as to what action shall be taken.
- 16.5 No vehicle or piece of equipment dead lined shall be released from dead line until inspected and/or repaired by competent mechanical personnel. Employees shall not be required to perform repairs on the Village vehicles.
- 16.6 Employees unassisted will not be required to transport persons detained in a vehicle not equipped with a cage, except in an emergency, and then the transporting officer will be assisted by another employee.

- 16.7 Shotguns shall be cage-mounted in the front area of each patrol vehicle, provided that if there is no cage, shotguns shall be mounted in the trunk of the vehicle.
- 16.8 Each employee, prior to commencing his tour of duty, shall be issued a portable radio. No employee shall be forced to work his tour of duty without having in his possession an operable portable radio, provided, however, that in management's discretion, an employee not having an operable portable radio may be reassigned to other duties where a portable radio is not necessary.
- 16.9 Annual firearms training shall be provided by the Village.
- 16.10 Employees shall not be required to transport live animals in patrol vehicles.

ARTICLE 17

PHYSICAL AND SUBSTANCE ABUSE EXAMINATIONS

- 17.1 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.
- 17.2 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 related problems which are of a physical and/or mental nature, after the occurrence of a preventable accident and during the annual physical examinations schedule as specified in Section 17.3 may require the employee to submit to drug and/or alcohol abuse testing.
- 17.3 The Village shall have a yearly physical examination for each employee. Upon receipt of a physician's clearance, a baseline Thallium Stress Test shall be part of each physical examination for employees fifty (50) years of age or older.
- 17.4 The Village reserves the right to randomly perform drug and/or alcohol tests on members of the bargaining unit at the discretion of the Chief of Police. The Village also reserves the right to perform drug and/or alcohol testing when a Police Department supervisor reasonably suspects an employee to be under the influence of an illicit narcotic substance or alcohol in the workplace.
- 17.5 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 limits below.

	<u>Initial Test Level (ng/mL)</u>
<i>Marijuana (Cannabinoids)</i>	50
<i>Cocaine</i>	100
<i>Opiates (Heroin, Morphine, Codeine)</i>	300
<i>Phencyclidine (PCP)</i>	25
<i>Amphetamines</i>	500
<i>Methaqualone</i>	100
<i>Methadone</i>	300

<i>Propoxyphene</i>	300
<i>Tricyclic Antidepressants</i>	300
<i>Barbiturates</i>	300
<i>Alcohol (Ethanol)</i>	0.04 g%

- 17.6 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.
- 17.7 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 MRO concerning drugs and/or drug groups that may be tested for under this policy.
- 17.8 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.

- 17.9 All information, including interviews, reports, statements, memoranda, and drug test results, written or otherwise, received by the Village, drug testing laboratories, MRO, Employee Assistance Program drug and alcohol rehabilitation providers, and their agents who receive or have access to information concerning drug and/or alcohol 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 a written 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 above, shall be pursuant to a written consent form signed voluntarily by the employee tested. Information on drug and/or alcohol test results shall not be released or used in any criminal proceeding against an employee or job applicant and if released contrary to this Section, the information shall be inadmissible as evidence in any such criminal proceeding.
- 17.10 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 Police Chief or his designee.
- 17.11 Employees may contact the Village's MRO to ask questions concerning

prescribed medications they are taking for clarification purposes involving fitness for duty assessments.

- 17.12 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.
- 17.13 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.
- 17.14 Any decision made or action taken which adversely affects the employee under this Article is subject to the grievance and arbitration procedure of this Agreement.

ARTICLE 18

LEGAL REPRESENTATION

- 18.1 Whenever a civil suit in tort is brought against an employee for injuries or damages suffered as a result of any act, event, or omission of action which is alleged to have occurred while the employee was on duty or acting within the scope of his employment, the Village shall investigate the circumstances to determine whether the employee acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.
- 18.2 If the Village determines that the employee did not act in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety or property, the Village shall undertake the defense of the employee as required by law. Said defense shall cease upon judicial finding, or finding by the Village, that the employee acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

ARTICLE 19

OFF-DUTY POLICE WORK

- 19.1 Off-duty police work as authorized by the Police Chief shall be compensated at the rate of not less than twenty five dollars (\$25.00) per hour for all employees. There shall be an administrative fee of no less than four dollars (\$4.00) per hour charged by the Village in addition to the rate paid to an employee.
- 19.2 Off-duty employers will guarantee a minimum employment period of three (3) off-duty hours for each assignment requested of the Police Department (work assignments can be split between employees).
- 19.3 Employees assigned to off-duty law enforcement jobs shall be fully protected in case of injury during such assignment by the Village's Workers Compensation coverage.
- 19.4 Assignments of off-duty police work shall be fairly and evenly distributed among eligible employees. Full time employees shall have the right of first refusal in off-duty and detail police work assignments.
- 19.5 When a detail requires four (4) or more employees, whenever possible, one of the four employees shall be a supervisor. The supervisor shall be compensated at the rate of not less than thirty dollars (\$30.00) per hour. There shall be an administrative fee of not less than five dollars (\$5.00) per hour charged by the Village in addition to the rate paid to a supervisor. If no supervisor is available to work the detail, then the on-duty supervisor shall be assigned to monitor the detail. Supervisors who work regular off-duty jobs shall be compensated at the employee's rate in Section 19.1, above.

ARTICLE 20

SEVERABILITY AND ZIPPER CLAUSE

- 20.1 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).
- 20.2 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, each voluntarily and unqualifiedly waives the right and each agrees 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.

ARTICLE 21

MISCELLANEOUS PROVISIONS

21.1 Locker Room Facilities

- A. The Village agrees to maintain locker room facilities for bargaining unit 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.

21.2 Voting

During a primary, special or general election, an employee who proves he/she is registered to vote, whose schedule does not allow sufficient time for voting, shall be allowed necessary time off with pay for this purpose. Where the polls are open two (2) hours before or after the employee's regularly scheduled work period, it shall be considered sufficient time for voting.

21.3 Publication of the Agreement

The Union will undertake the responsibility of printing the necessary number of copies of this Agreement for employees.

21.4 General Provisions

- A. Employees shall not be required to use their private vehicles in the performance of assigned duties.
- B. Employees shall be furnished with parking facilities at the Police Department. Said parking facilities shall be furnished at no cost to the employees.

C. If, in the sole discretion of the Village Manager, or in her absence, the Village official so designated by law to act in her absence, it is determined that a civil emergency conditions exist, including but not limited to riots, civil disorders, hurricane conditions or similar catastrophes, the provisions of this Agreement may be suspended by the Village Manager or designated Village Official during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

21.5 Emergencies

For the purpose of this Agreement, emergencies shall be defined as situations where it is clearly necessary to provide basic minimum services where no regularly scheduled employee is available.

ARTICLE 22

HEALTH AND LIFE INSURANCE COVERAGE

- 22.1 Medical Insurance Coverage – Employees will receive fully paid individual or family health insurance coverage with mandatory participation in the plan during the life of this Agreement.
- 22.2 Life Insurance Coverage – Each employee is entitled to have life insurance coverage paid for by the Village in the amount equal to two times (2x) the employee’s annual salary.

ARTICLE 23

WORKING OUT OF CLASSIFICATION

- 23.1 Employees working out of classification at a higher rank for a minimum of four (4) hours per eight (8) hour shift or for a minimum of six (6) hours per twelve (12) hour shift, shall receive five percent (5%) above their current rate of pay for those hours actually worked in that higher rank capacity.

ARTICLE 24

MAINTENANCE OF STANDARDS

- 24.1 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 during the life of this Agreement.

ARTICLE 25

HOLIDAYS

25.1 There will be twelve (12) paid holidays granted per year. If an employee actually works the holiday, he shall receive pay at time and one-half (1½) of their base hourly rate. Employees are also entitled to three (3) additional personal leave days per year, one of which will be the employee's birthday. Permission to take the employee's birthday off on a date other than the employee's actual birthday must be done with the permission of the Chief of Police through the chain of command.

25.2 The twelve (12) paid holidays are listed below.

- New Year's Day (January 1st);
- Martin Luther King Day (3rd Monday in January);
- President's Day (3rd Monday in February);
- Good Friday (as designated);
- Memorial Day (last Monday in May);
- Independence Day (July 4th);
- Labor Day (1st Monday in September);
- Columbus Day (as designated);
- Veteran's Day (November 11th or as designated);
- Thanksgiving Day (3rd Thursday in November);
- Day after Thanksgiving Day;
- Christmas Day (December 25th).

ARTICLE 26

SHIFT PAY DIFFERENTIAL

26.1 When an employee is actually assigned to the 7:00 p.m. to 7:00 a.m. work shift, he shall receive a three percent (3%) increase to their base pay. This shift pay differential shall not apply to emergency assignment situations or during overlap situations. Employees held over into the 7:00 p.m. – 7:00 a.m. hours or called in during these hours, shall receive overtime pay only.

ARTICLE 27

FIELD TRAINING OFFICERS

- 27.1 Employees who actually serve as field training officers, shall receive an additional one dollar (\$1.00) per hour to their regular hourly rate of pay for only those hours actually spent performing the functions of a field training officer as certified by the Chief of Police. Assignment to the field training officer position shall be done on a rotating basis.

ARTICLE 28
WAGES AND LONGEVITY

28.1 Wages

- A. Appendix "A" are the two (2) employee Graded Service Salary Plans (hereinafter, "GSSP").
- B. Effective October 1, 2006, the GSSP reflects a three percent (3%) cost of living adjustment. Effective October 1, 2006 the GSSP reflects, for employees hired on or prior to the ratification of this Agreement by both parties, a two percent (2%) ratification increase.
- C. Effective October 1, 2007, the GSSP reflects a three percent (3%) cost of living adjustment.
- D. Effective October 1, 2008, the GSSP reflects a three percent (3%) cost of living adjustment.
- E. Employees hired after the ratification of this Agreement by both parties are not entitled to the two percent (2%) ratification increase and their wage rates are reflected appropriately in Appendix "A" within a newly created seven (7) step plan.
- F. During the life of this Agreement should any Village employee receive a yearly cost of living adjustment increase higher than three percent (3%), said additional increase will be afforded to the membership of this bargaining unit.
- G. Employees will continue to move from step to step within the GSSP on their respective anniversary dates.

28.2 Longevity Pay

- A. Employees with fifteen (15) or more years of service will receive an additional five percent (5%) to their base pay.
- B. Employees with twenty (20) or more years of service will receive an additional five percent (5%) to their base salary.

ARTICLE 29
DURATION OF AGREEMENT

29.1 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, 2009.

29.2 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 no 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 the sixty (60) days before the expiration of this Agreement.

Executed on this _____ day of January, 2007.

For the Village of Key Biscayne

**For the Teamsters,
Local Union 769**

Jacqueline R. Menendez
Village Manager, Key Biscayne

Mike Scott, President
Teamsters, Local 769

Robert L. Vernon
Mayor, Key Biscayne

John Sherman,
Business Representative
Teamsters, Local 769

APPENDIX A
GRADED SERVICE SALARY PLANS

A. October 1, 2006 – September 30, 2007

Police Officers

POLICE OFFICERS Hired Prior to or On Date of Ratification	
STEPS	SALARY
1	\$43,574.81
2	\$45,753.56
3	\$48,041.22
4	\$50,443.29
5	\$52,965.46
6	\$55,613.74
7	\$58,394.42
8	\$61,314.14
9	\$64,379.84
10	\$67,598.84

POLICE OFFICERS Hired After Date of Ratification	
STEPS	SALARY
1	\$42,720.40
2	\$44,856.43
3	\$47,099.24
4	\$49,454.21
5	\$51,926.92
6	\$54,523.27
7	\$57,249.43

Police Sergeants

POLICE SERGEANTS Hired Prior to or On Date of Ratification	
STEPS	SALARY
1	\$56,225.54
2	\$59,036.81
3	\$61,988.65
4	\$56,096.25
5	\$68,342.49
6	\$71,759.62
7	\$75,347.59
8	\$79,114.97
9	\$83,070.73
10	\$87,224.26

POLICE SERGEANTS Hired After Date of Ratification	
STEPS	SALARY
1	\$55,123.08
2	\$57,879.23
3	\$60,773.19
4	\$54,996.32
5	\$67,002.44
6	\$70,352.57
7	\$73,870.19

B. October 1, 2007 – September 30, 2008

Police Officers

POLICE OFFICERS Hired Prior to or On Date of Ratification	
STEPS	SALARY
1	\$44,882.05
2	\$47,126.17
3	\$49,482.46
4	\$51,956.59
5	\$54,554.42
6	\$57,282.15
7	\$60,146.25
8	\$63,153.56
9	\$66,311.24
10	\$69,626.81

POLICE OFFICERS Hired After Date of Ratification	
STEPS	SALARY
1	\$44,002.01
2	\$46,202.12
3	\$48,512.21
4	\$50,937.83
5	\$53,484.73
6	\$56,158.97
7	\$58,966.91

Police Sergeants

POLICE SERGEANTS Hired Prior to or On Date of Ratification	
STEPS	SALARY
1	\$57,912.31
2	\$60,807.91
3	\$63,848.31
4	\$57,779.14
5	\$70,392.76
6	\$73,912.41
7	\$77,608.02
8	\$81,488.42
9	\$85,562.85
10	\$89,840.99

POLICE SERGEANTS Hired After Date of Ratification	
STEPS	SALARY
1	\$56,776.77
2	\$59,615.60
3	\$62,596.38
4	\$56,646.21
5	\$69,012.51
6	\$72,463.15
7	\$76,086.29

C. October 1, 2008 – September 30, 2009

Police Officers

POLICE OFFICERS Hired Prior to or On Date of Ratification	
STEPS	SALARY
1	\$46,228.52
2	\$48,539.95
3	\$50,966.93
4	\$53,515.29
5	\$56,191.06
6	\$59,000.62
7	\$61,950.64
8	\$65,048.17
9	\$68,300.57
10	\$71,715.61

POLICE OFFICERS Hired After Date of Ratification	
STEPS	SALARY
1	\$45,322.07
2	\$47,588.19
3	\$49,967.58
4	\$52,465.97
5	\$55,089.27
6	\$57,843.74
7	\$60,735.92

Police Sergeants

POLICE SERGEANTS Hired Prior to or On Date of Ratification	
STEPS	SALARY
1	\$59,649.68
2	\$62,632.15
3	\$65,763.76
4	\$69,051.95
5	\$72,504.55
6	\$76,129.78
7	\$79,936.26
8	\$83,933.07
9	\$88,129.74
10	\$92,536.22

POLICE SERGEANTS Hired After Date of Ratification	
STEPS	SALARY
1	\$58,480.07
2	\$61,404.07
3	\$64,474.27
4	\$67,697.99
5	\$71,082.89
6	\$74,637.04
7	\$78,368.88