VILLAGE OF KEY BISCAYNE

Office of the Village Manager

MEMORANDUM

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

Village Manager
Genaro "Chip" Iglesias

DATE: May 10th, 2011

TO: Honorable Mayor and Members of the Village Council

FROM: Genaro "Chip" Iglesias, Village Manager
Brett J. Schneider, Village Attorney

RE: Proposed Resolution of the Village Council Providing For Ratification of the Collective Bargaining Agreement Between the Village and the Key Biscayne Police Officer's Association, Local 6023, International Union of Police Associations, AFL-CIO, for the Bargaining Unit that Consists of Police Lieutenants

RECOMMENDATION

It is recommended that the Village Council consider the adoption of the enclosed resolution, which authorizes and approves the ratification of the Collective Bargaining Agreement ("Agreement") between the Village of Key Biscayne ("Village") and the Key Biscayne Police Officer's Association, Local 6023, International Union of Police Associations, AFL-CIO (the "Union"), for the bargaining unit that consists of Police Lieutenants.

AGREEMENT HIGHLIGHTS AND SUMMARY

The Agreement is for a two (2) year term and expires on September 30, 2012. The following key sections of the Agreement have been summarized for the Council's convenience:

- Salary. The following salary changes have been agreed upon:

  (a) FY 2011
  - Bargaining unit members hired on or before October 1, 2010:
    - Continue in 10-Step Pay Plan.
    - Advancement in Step Pay Plan – frozen.
    - COLA – based on the Miami-Fort Lauderdale CPI with a 1% floor and a 4% cap.

- Bargaining unit members hired after October 1, 2010:
  - Shall be placed into a new 5-Step Pay Plan.
  - The dollar amounts for each step will correspond to the first 5 steps of the current 10-Step Pay Plan.
  - Advancement in Step Pay Plan – frozen.

(b) FY 2012

- Advancement in the Step Pay Plans – the Union may request that the Agreement be re-opened for the sole purpose of engaging in negotiations regarding the reinstitution of advancement in the Step Pay Plans during Fiscal Year 2012.
- COLA – based on the Miami-Fort Lauderdale CPI with a 3% cap.

- Health Insurance. Currently, the Village pays 100% of the health insurance premium for the employee and his/her family. Under this Agreement, bargaining unit members who elect individual plus one or family coverage will be required to contribute 15% of the difference in cost to the Village between the individual premium and the premium selected by the bargaining unit member.

- Pension. Bargaining unit members who reach normal retirement age will be eligible to participate in a five year Deferred Retirement Option Plan.

- Professional Enhancement. The Village has capped the amount of tuition reimbursement a bargaining unit member may be eligible for at $4,000.00 per year. The rate reimbursed will be based on the Florida State average undergraduate in-state tuition rate depending on the grade achieved by the bargaining unit member (A-100%, B-75% and C-50%).

RESOLUTION NO. 2011-

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, PROVIDING FOR RATIFICATION OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE VILLAGE OF KEY BISCAYNE AND THE KEY BISCAYNE POLICE OFFICER'S ASSOCIATION, LOCAL 6023, INTERNATIONAL UNION OF POLICE ASSOCIATIONS, AFL-CIO, FOR THE BARGAINING UNIT CONSISTING OF THE VILLAGE'S POLICE LIEUTENANTS; 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 Key Biscayne Police Officer's Association, Local 6023, International Union of Police Associations, AFL-CIO (the "Union"), for the bargaining unit consisting of the Village's Police Lieutenants (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 May, 2011.

_____
MAYOR FRANKLIN H. CAPLAN

ATTEST:

_____
CONCHITA H. ALVAREZ, MMC, VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
VILLAGE ATTORNEY

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

VILLAGE OF KEY BISCAYNE, FLORIDA

AND

INTERNATIONAL UNION OF POLICE ASSOCIATIONS, AFL-CIO

(POLICE LIEUTENANTS' CONTRACT)

OCTOBER 1, 2010 THROUGH SEPTEMBER 30, 2012

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ARTICLE 1
RECOGNITION CLAUSE

1.1 The Village of Key Biscayne ("Village") hereby recognizes the International Union of Police Associations, AFL-CIO ("Union") as the sole and exclusive bargaining agent as to the wages, hours and other terms and conditions of employment for the following bargaining unit as certified by the State of Florida, Public Employees Relations Commission ("PERC"), Certification No. 1633:

- **Included:** All full-time police lieutenants.
- **Excluded:** All other personnel.

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;

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

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

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

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

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

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

m. To determine internal security practices;

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

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

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

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

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

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

ARTICLE 3
NO STRIKES AND LOCKOUTS

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

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

ARTICLE 4
UNION ACTIVITIES

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

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

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

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

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

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

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

4.7 The Village shall e-mail a copy of this Agreement to each Bargaining Unit employee within fifteen (15) days after the execution of this Agreement at no cost to the Bargaining Unit employees.

4.8 Bargaining Unit employees may participate in collective bargaining negotiations during their regularly scheduled hours of duty without loss of pay, provided that such employees respond to all calls that arise during negotiations and are otherwise ready, willing and able to perform and fulfill their respective job duties. If Bargaining Unit employees participate in collective bargaining negotiations while off-duty, they will do so without compensation.

4.9 Union Time Pool Bank:

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

4.9.2 An employee requesting to donate his/her accrued vacation leave hours must complete an application and submit it to the Chief of Police or his/her designee. All donations to the Union Bank will be in one (1) hour increments.

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

4.9.4 An employee wishing to use time from the Union Bank to conduct union business must submit such request, signed by the Union President, to the Chief of Police or his/her designee three (3) days or as soon as practicable prior to the day that the employee is requesting to use time from the Union Bank. As long as the Village incurs no overtime obligations, such request shall not be unreasonably denied; however, if because of the needs of the

Department, an employee cannot be released at the time desired, the Union may request an alternate bargaining unit member be released from duty during the desired time.

4.10 Union representatives may attend Village Council and Retirement Board meetings and other meetings related to their representation of Bargaining Unit employees during their regularly scheduled hours of duty without loss of pay, provided that their attendance at such meetings does not interfere with the efficiency, safety and/or security of the Village's operations. If Union representatives appear at such meetings while off-duty, they will do so without compensation.

ARTICLE 5
NON-DISCRIMINATION CLAUSE

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

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

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

ARTICLE 6
DUES DEDUCTION

6.1 Effective immediately upon receipt of a written authorization form from an employee, the Village agrees, at no cost to the employee or the Union, to deduct regular union dues of such employee from his paycheck biweekly 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 provided with a designated bulletin board for posting Union material.

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

7.3 The Union shall not post any materials which are obscene, defamatory or impair the operations of the 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 new hires, for the purpose of performance evaluations and wages, shall be eighteen (18) months in duration from the date of hire. A newly hired 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 The probationary period for a newly promoted lieutenant shall be eighteen (18) months from the date of the promotion. At the discretion of the Police Chief, a newly promoted lieutenant's probationary period may be reduced to twelve (12) months. If a newly promoted lieutenant fails to complete his/her promotional probation, he/she will be placed back into a police sergeant's position. A newly promoted lieutenant that fails to complete his/her promotional probationary may not use the grievance procedure set forth in Article 10 of this Agreement to challenge his/her failure to complete probation.

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

8.4 Vacation days will be accrued from the first day of employment; however, a non-promotional 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 2 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.

9.5 All disciplinary records shall be purged in accordance with State and Federal records laws.

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

ARTICLE 10
GRIEVANCE AND ARBITRATION PROCEDURE

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

10.2 Formal Grievance Procedure

STEP 1

Whenever an employee has a grievance, he should first present it to the Police Chief in writing within ten calendar (10) days of the event giving rise to the grievance. 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 Police Chief may informally meet with the employee to address the grievance, provided that the Union is provided with notice and an opportunity to be present. The Police Chief 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 2

If the grievance is not resolved at Step 1, or if no written disposition is made within the Step 1 time limits, the Union shall have the right to appeal the Step 1 decision to the Village Manager or his/her designee within ten (10) calendar days from the due date of the Step 1 response. Such an appeal must be accompanied by a copy of the original written grievance. The Village Manager or his/her designee may conduct a meeting with the grievant and his Union representative, if needed. The Village Manager or his/her designee shall, within ten (10) calendar days after the

presentation of the grievance (or such longer period of time as is mutually agreed upon in writing), render his/her decision on the grievance in writing to the aggrieved employee and the Union representative.

10.3 If the grievance is not resolved at Step 2, or if no written disposition has been rendered within the applicable time limits, the Union shall have the right to appeal to binding arbitration within ten (10) calendar days from the date the Step 2 disposition is given, or the due date of that decision, if no written decision is made.

10.4 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 Union to proceed to the next step. The time periods contained herein may be mutually waived or extended due to unforeseen circumstances.

10.5 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.

10.6 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.

10.7 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.

10.8 Copies of the arbitrator's decision should be furnished to both parties within thirty calendar (30) days of the closing of the arbitration hearing. The arbitrator's decision will be final and binding on all parties.

10.9 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.

10.10 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 shall be defined as the length of time of employment within the Police Department as a certified law enforcement officer. The Village agrees to continue recognizing dual employment (i.e., prior Village employment in a different capacity than that in any bargaining unit position) within the Village for the purpose of Longevity Pay.

11.2 Seniority shall be determined first by rank, second by aggregate time served in that rank, and third by aggregate length of employment in the Police Department. The Village shall post a Police Lieutenant's seniority list in the Police Station during the month of October of each year.

11.3 Seniority for purposes of this Agreement shall accumulate during leaves of absence with or without pay of up to thirty (30) consecutive days. With respect to leaves of absence in excess of thirty (30) consecutive days, accrual of seniority will recommence upon return to duty. Seniority shall be broken when a Lieutenant voluntarily terminates or is discharged for cause. Any exceptions to this Section shall be at the sole discretion of the Chief of Police.

11.4 Procedures for the Assignment of Lieutenants

A. The Police Chief or his designee shall establish a bid system for all Bargaining Unit employees assigned to Patrol. The system for shift selection shall take place every six (6) months beginning with the first Saturday of the month of January and July. The bidding for shifts will be according to seniority.

B. The Police Chief has the sole discretion to assign the Bargaining Unit employee of his choice to the position of Administrative Lieutenant or any newly created non-shift Lieutenant position.

ARTICLE 12
LAYOFF AND RECALL

12.1 Lay Off

In the event that the Village eliminates any lieutenant positions, employees will be impacted in reverse order of rank seniority. A lieutenant whose position is to be eliminated shall be given the opportunity to displace a less senior certified law enforcement officer in the classification of a sergeant or police officer, provided the lieutenant has more departmental seniority than such sergeant or police officer. When possible, employees shall receive fifteen (15) calendar days notice prior to a layoff.

12.2 Recall

A. Lieutenants in layoff status will retain recall rights for twelve (12) months. Recall shall be made by certified mail to the last address in the lieutenant's records, along with any address on file with the Union. The lieutenant must, within seven (7) calendar days from the certified receipt date, signify his intention of returning to work to the office of the Chief of Police.

B. A lieutenant, 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 lieutenants are recalled from layoff, the lieutenant 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. Lieutenants who are recalled from layoff shall receive a rate of pay based upon the current schedule in effect at the time of recall.

E. No new lieutenants shall be hired until all lieutenants on layoff status 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 Saturday and end at 2400 hours Friday. 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 eight (8) 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 shift assignments are required, the employee will be given at least five (5) days advance notice. When shift reassignments are necessary due to exigent circumstances, (See: Article 21) or unforeseen manpower shortages, the employee will be given as much notice as possible.

13.6 Overtime: All authorized work performed in excess of forty (40) hours in a given workweek shall be paid at the rate of time and one-half (1-1/2) of the employee's regular hourly rate of pay.

13.7 Call-back Pay: When a bargaining unit employee is required to report back to work at a time not contiguous to his or her regularly scheduled eight (8) hour workday, he or she shall be guaranteed a minimum of four (4) hours pay at his or her overtime rate. "Contiguous to shift" shall be defined as a period of time not anticipated to exceed one (1) hour at the beginning or end of a bargaining unit

employee's shift.

13.8 Court Appearances: Bargaining unit employees who are required to make Court appearances at a time non contiguous to the beginning or end of their shift shall be paid a minimum of three (3) hours at time and one half (1-1/2) their regular hourly rate for such required Court appearances. In the event the employee is held beyond the guaranteed minimum three (3) hour period, he or she shall be compensated at time and one half (1-1/2) to the nearest quarter hour for the period of time his presence is required by the Court.

In the event that a bargaining unit employee assigned to the 11:00 p.m. to 7:00 a.m. shift spends more than five (5) hours in Court preceding the commencement of his/her shift for that day, he or she shall not be required to report to work if scheduled for that same day. However, the time off will be charged against his or her choice of accumulated leave and he or she must notify the Chief of Police.

13.9 All bargaining unit employees shall be compensated for all overtime work as described above as it occurs or they may accumulate compensatory leave in accordance this Article.

13.10 Holidays, vacation days and other paid time off to which a sworn police officer is entitled as a matter of right under or by virtue of any ordinance of the Village or this Agreement shall be considered as time worked for the purposes of seniority, longevity or other matters where tenure is a factor.

13.11 Compensatory Time: Bargaining unit employees shall have the option of overtime pay or compensatory time off in lieu of overtime pay for hours worked in an overtime status, as set forth below:

13.11.1 All hours worked in an approved overtime status shall be paid at time and one half (1 ½ times) an employee's regular rate of pay unless the employee and the Chief of Police or his/her designee mutually agree in advance and in writing that the overtime will be banked compensatory time in lieu of overtime pay.

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

13.11.3 Compensatory time off shall be subject to advance approval by the Chief of Police or his designee. A Village Compensation and Leave Request Form reflecting the allowance of time off as compensatory time shall be provided to the Chief of Police or his designee at the time the employee requests leave.

13.11.4 Compensatory time will be paid out upon the employee's separation from employment at the rate of pay at the time of separation. However, the Village in its sole discretion may pay out any and all accrued compensatory time to the employees prior to the end of each fiscal year at the employees' rate of pay.

13.11.5 Upon ratification of this Agreement, compensatory time may be accumulated up to three hundred and sixty (360) hours. Those employees who on the day of the ratification of this Agreement have accrued more than three hundred and sixty (360) hours of compensatory leave shall be allowed to keep their accrued compensatory leave hours (so long as their balances are less than four hundred and eighty (480) hours), however, they will not be allowed to accrue any additional compensatory hours until such time as their accrued compensatory hours is less than three hundred and sixty (360) hours. Once such employees have less than three hundred and sixty (360) hours of accrued compensatory hours, such employees shall be allowed to accrue compensatory hours as set forth in this article, however, they may not accrue more than three hundred and sixty (360) compensatory leave hours.

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 his/her discretion, extend the thirty (30) calendar day period hereunder for additional periods if he/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, including the accrual of compensated time off.

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.

	Initial Test Level (ng/mL)
Marijuana (Cannabinoids)	*50*
Cocaine	*100*
Opiates (Heroin, Morphine, Codeine)	*300*
Phencyclicline (PCP)	*25*
Amphetamines	*500*
Methaqualone	*100*

Methadone	*300*
Propoxyphene	*300*
Tricyclic Antidepressants	*300*
Barbiturates	*300*
Alcohol (Ethanol)	*0.02 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 MROr'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 as a result of a drug-testing program are confidential and exempt from the provisions of 119.07(1), Florida Statutes, and shall only be released in accordance with federal, state and local laws.

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 forty-five dollars ($45.00) per hour for all police lieutenants. However, when a detail requires four (4) or more employees, whenever possible, one of the four employees shall be a supervisor. Where a police lieutenant supervises three (3) or more employees on an off duty detail, the lieutenant shall be compensated at the rate of fifty–five dollars ($55.00) per hour. These rates shall not be negotiable and shall apply to all off-duty work. If no supervisor is available to work the detail, then the on-duty supervisor shall be assigned to monitor the detail. There shall be a flat administrative fee of fifteen dollars ($15.00) per shift charged by the Village to the applicant.

19.2 Off-duty employers will guarantee a minimum employment period of four (4) 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 If the employee works an off-duty assignment which falls on a recognized Village holiday, Christmas Eve and/or New Year's Eve they are entitled to the off-duty rate specified in 19.1 above at time and one-half.

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, and unless otherwise specified, 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. Nor does this Section waive the Union's right to bargain over changes in mandatory subjects of bargaining and the impact of changes in non-mandatory subjects of bargaining.

ARTICLE 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 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 his/her absence, the Village official so designated by law to act in his/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 and the proper cause provision shall not be suspended.

21.4 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 health insurance coverage with mandatory participation in the plan. Effective upon ratification of this Agreement by both parties, employees who elect individual plus one or family coverage will be required to contribute fifteen percent (15%) of the difference in cost to the Village between the individual premium and the premium selected by the employees for such coverage. This contribution will be deducted on a pro rata basis from the employees' pay checks. For example, if the premium cost to the Village for individual coverage is $400/month and the premium cost to the Village of family coverage is $1,000/month, an employee selecting family coverage will be required to contribute 15% of $600/month, which is $90/month.

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.

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

ARTICLE 23

MAINTENANCE OF STANDARDS

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

ARTICLE 24

HOLIDAYS

24.1 The Village recognizes the following eleven (11) paid holidays granted per year:

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

24.2 If an employee actually works the holiday, he/she shall receive pay at time and one-half for all hours worked on the holiday. An employee who is not scheduled to work on a holiday shall receive eight (8) hours of his/her regular straight time pay.

24.3 Employees are also entitled to four (4) additional personal leave days per year, one of which may 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.

ARTICLE 25

SHIFT PAY DIFFERENTIAL

25.1 Bargaining Unit employees shall receive a three percent (3%) increase to his or her base pay for all hours worked between the hours of 6:00 p.m. and 7:00 a.m. beginning on the date this Agreement is fully ratified by the parties. Employees held over into the 6:00 p.m. – 7:00 a.m. hours or called in during these hours, shall receive overtime pay in addition to the shift differential.

ARTICLE 26
WAGES AND LONGEVITY

26.1 Wages

A. FY 2011 (October 1, 2010 to September 30, 2011)

1. Cost of Living Increase – on October 1, 2010, all bargaining unit employees will receive a salary increase in an amount equal to the change in the Consumer Price Index ("CPI"), which amount will be rounded to the closest tenth of a percentage. The CPI that will be used is the twelve (12) month change from April 2009 to April 2010 based on the CPI for All Urban Consumers for the Miami-Fort Lauderdale Area (all items index) published by the U.S. Department of Labor Bureau of Labor Statistics. However, if the CPI is more than four percent (4%), the salary increase will be four percent (4%) and if the CPI is less than one percent (1%), the salary increase will be one percent (1%).

2. Advancement in GSSPs

   a. All employees hired on or before October 1, 2010, shall continue to be part of the 10 step GSSP for their respective position. Effective October 1, 2010, employees who are not yet topped out in this GSSP will not advance to the next step of the GSSP on their respective anniversary dates. Appendix "A" attached hereto is the pertinent 10 step GSSP reflecting the wage increase detailed in Section 26.1.A.1 above.

   b. All employees hired after October 1, 2010 will be placed into a new 5 step GSSP with 5 percent (5%) between each step. The dollar amounts for each step in that GSSP will correspond to the first 5 steps of the current GSSP in the 10 step GSSP. Effective October 1, 2010, any employees who are covered by this GSSP will not advance to the next step of the GSSP on their respective anniversary dates. Appendix "B" hereto is the pertinent 5 step GSSP.

B. FY 2012 (October 1, 2011 to September 30, 2012)

1. Cost of Living Increase – on October 1, 2011, all bargaining unit employees will be eligible to receive a salary increase in an amount equal to the change in the CPI, which amount will be rounded to the closest tenth of a percentage. The CPI that will be used is the twelve (12) month change from April 2010 to April 2011 based on the CPI for All Urban Consumers for the Miami-Fort Lauderdale Area (all items index) published by the U.S. Department of Labor Bureau of Labor Statistics. However, if the CPI is more than three percent (3%), the salary increase will be three percent (3%) and if the CPI is negative, employees will not receive a salary increase.

2. Advancement in GSSP – the Union may request that this Agreement be re-opened for the sole purpose of engaging in negotiations regarding the reinstitution of advancement in the GSSPs during FY 2012. If the Union chooses to request that this Agreement be re-opened for that limited purpose, the Union must make its request in writing to the Village by May 1, 2011. Should the Union make a timely written request, the parties agree that they will commence negotiations concerning this issue by June 15, 2011.

26.2 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.

26.3 Employees, who actually serve as field training officers, shall receive an additional five percent (5%) added to their base pay for those hours actually spent performing the functions of a field training officer as certified by the Chief of Police.

ARTICLE 27
SICK LEAVE

27.1 Employees will be credited with eight (8) hours of sick leave per month for a total of ninety six (96) hours of sick leave per year.

27.2 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 28.2 of this Agreement. Future sick leave accumulation for these individuals who exceed the aforementioned cap will be governed by Section 28.3 of this Agreement.

27.3 Upon separation of employment from the Village of Key Biscayne Police Department, an employee's accumulated sick leave may be placed in the Retiree Health Savings Plan as provided for herein under Article 28 at a rate of ten (10%) percent per year up to a maximum of one hundred (100%) percent after ten (10) years of service, or paid to the employee or his designated beneficiary at the current hourly rate of the employee at the time of the separation from employment, at a rate of ten percent (10%) per year up to a maximum of one hundred percent (100%) after 10 years of service.

ARTICLE 28

RETIREE HEALTH SAVINGS PLAN

28.1 The Village agrees to maintain a post-employment retiree health savings plan ("Plan") for the benefit of the bargaining unit members.

28.2 During the life of this Agreement, any sick leave accumulations which exceed the four hundred eighty (480) hour cap set by Section 27.2 of this Agreement will be placed, without exception in the deferred compensation retiree health bank for use by the employee upon retirement in accordance with the Plan's specifications.

28.3 Any and all administrative fees associated with the set up and maintenance of the Plan are to be borne solely by the employee. Nothing shall prohibit an employee from making their own voluntary contributions to their Plan in accordance with the Plan's specifications.

28.4 To the extent that any employee has any issue or dispute with the manner in which his Plan is being administered, that employee shall have no recourse against the Village and must raise all such issues and/or disputes with the Plan administrator.

ARTICLE 29
LABOR MANAGEMENT CONFERENCE

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

29.2 The purpose of such meeting shall be limited to:

A. Discuss the administration of the Agreement;

B. Notify the Union of changes made by the Employer which affect Bargaining Unit employees;

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

D. Disseminate general information of interest to the parties;

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

F. Discuss ways to increase productivity and improve efficiency; and

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

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

ARTICLE 30
LINE OF DUTY DEATH

30.1 Any full time Bargaining Unit employee who is killed in the performance of his or her official duties (portal to portal included) or who subsequently dies from injuries within twelve (12) months of the incident from his 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. All accumulated but unpaid vacation, holidays, sick time, regular pay, overtime pay, and any other pay as may be due and owed to them will be paid at the hourly rate of the newly promoted rank to the employee's estate or designated survivor.

ARTICLE 31

EMPLOYEE REPLACEMENT PROGRAM

31.1 Bargaining Unit Employees will be allowed to exchange shifts when such exchange does not interfere with the operations of the Department or create any additional cost to the Village. All requests must be made in writing in an "Employee Replacement Request Form" indicating when the shifts will be worked and paid back and they must be approved forty-eight (48) hours prior to the start time of the shift to be exchanged. Employees who agree to work a shift for another employee are subject to discipline for non-attendance.

31.2 Bargaining Unit Employees shall not be eligible to receive sick leave for any day which they are scheduled to work in the exchange of days off. All trades shall have the approval of the Chief of Police or his designee. Bargaining Unit Members may trade only with another Bargaining Unit Member. No additional trades shall be made by a Bargaining Unit Employee until the first trade day has been repaid.

ARTICLE 32

UNIFORM ISSUANCE/MAINTANCE ALLOWANCE

32.1 The Village agrees to furnish at no cost to the Bargaining Unit Employee the following items in sufficient quantities as determined by the Chief of Police:

A. Standard round navy blue hat with plain visor and gold cloth band.

B. Black baseball type cap.

C. Long sleeved navy blue shirt.

D. Short sleeved navy blue shirt.

E. Gold "P" buttons.

F. Navy blue uncuffed trousers.

G. Gold metal name place centered on the right pocket flap, the top even with the upper seam for sergeant and above.

H. Black tie.

I. Heavy jacket.

J. Windbreaker.

K. Appropriate issued raingear.

L. Plain-toed black shoes.

M. Military style boots.

N. Duty belt.

O. Garrison belt and pancake holster for all bargaining unit members assigned to administration.

P. White Outer Banks type shirt.

Q. Navy blue shorts.

R. Plain sneakers (provided the employee requests and wears a class C uniform).

S. Duty belt with required equipment.

T. BDU shirt. (This is a standard military battle dress uniform shirt, black in color.)

U. T-shirt black in color, with the Village of Key Biscayne Police Officer's badge and the words Key Biscayne and Police screen-printed in the left

breast area. The word Key Biscayne Police will be screen printed across the upper back portion of the shirt.

V. BDU pants. (This is a standard military battle dress uniform pants, black in color.)

W. Members will be issued black nylon webbed gear as follows:

(1) Duty belt.

(2) Underbelt.

(3) Silent key keeper.

(4) Safety duty holster.

(5) Handcuff case.

(6) Double magazine pouch.

(7) Leatherman case.

(8) Flashlight holder.

(9) Pepper spray holder.

(10) Baton holder.

(11) Radio holder.

(12) Firearm.

(13) Asp Baton.

(14) Keepers.

(15) Rain boots.

(16) Reflective traffic vest.

(17) Hazard black bag.

(18) P.P.E. suit.

(19) Florida Law Enforcement Handbook.

(20) IPTM template.

(21) Handcuffs.

(22) Pepper spray.

(23) Plastic whistle.

(24) Leatherman.

(25) Streamlight brand rechargeable flashlight.

(26) Radio.

X. Body Armor:

(1) Village of Key Biscayne Police Department will issue a current class III A Body Armor to all Bargaining Unit Employees.

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

32.3 All Bargaining Unit Employees shall be entitled to an annual uniform maintenance allowance of six-hundred thirty-five ($635.00) dollars. The allowance will be paid on the Bargaining Unit Member's anniversary date.

ARTICLE 33
PROFESSIONAL ENHANCEMENT

33.1 All Bargaining Unit employees who are ordered to attend off-duty courses by the Police Department shall be paid at the prevailing overtime rate, provided that such courses are in addition to their regularly scheduled hours of work for that week. If Bargaining Unit employees attend off-duty courses in lieu of their regularly scheduled hours of work, they will be paid for such training at the prevailing straight time rate.

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

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

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

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

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

ARTICLE 34
PENSION

34.1 Except as provided for below, the pension ordinances currently in effect at the time of ratification of this Agreement will remain in effect for the duration of this Agreement, unless mutually agreed upon by both parties. The Village agrees that it will revise the pension ordinances as they relate to employees covered by this Agreement within sixty (60) days following ratification of this Agreement by both parties as set forth below.

34.2 A Deferred Retirement Option Plan (DROP) for bargaining unit employees shall be adopted and administered by the Board of Trustees (the "Board") of the Village's Police Officer's and Firefighter's Retirement Plan (the "Plan").

(a) Participation in the DROP shall be limited to five years. The five-year participation period shall be measured from the date of actual retirement of the bargaining unit employee.

(b) Upon entering the DROP, a bargaining unit employee shall make an investment election for his/her DROP account among the investment options approved by the Board for DROP accounts. Thereafter, between November 15 and December 15 of each year, DROP participants shall make an annual irrevocable investment election among the investment options approved by the Board for DROP accounts for the following calendar year. Investment elections shall be in writing and submitted to the Board by no later than December 15 of each year. If a DROP participant fails to timely submit a written investment election to the Board, the default investment election for the participant's DROP account will be determined by the Board for the calendar year.

(c) Any losses incurred on account of the option selected by the participant shall not be made up by the Village or the Pension Trust Fund, but any such loss shall be borne exclusively by the participant.

(d) Upon termination of employment as a police officer with the Village, the participant's DROP account shall be distributed to him/her. The DROP

participant's distribution shall be equal to the balance in his/her DROP account on the termination date. The DROP participant shall receive his/her benefit in a single lump sum unless he/she elects one of the following optional forms:

1. Equal annual payments over a period, designated by the DROP participant, not to exceed the life expectancy of the last to survive of the participant and his/her beneficiary. In the event the DROP participant dies before all installments have been paid, the remaining balance in his/her account shall be paid in an immediate lump sum to his beneficiary, if still living, or if the DROP participant does not have a beneficiary or if the beneficiary has predeceased the participant, to the participant's estate. Upon written request of the DROP participant (or his beneficiary in the event of the participant's death), the Board may permit the participant (or his beneficiary, as the case may be) to withdraw all or any portion of his/her unpaid account after payment of the benefit has commenced.
2. An annuity.
3. An eligible rollover distribution paid directly to another qualified retirement plan.

(e) A written notice of election to receive distribution in an optional form must be filed with the Board upon a form prescribed by the Board, and must be sworn to by the person entitled to receive such monies.

(f) The DROP shall contain such other terms and conditions as the Board deems necessary and appropriate for proper administration of the DROP.

ARTICLE 35
DURATION OF AGREEMENT

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

Executed on this _____ day of _____, 2011.

For the Village of Key Biscayne

_____

Genaro "Chip" Iglesias
Village Manager, Key Biscayne

_____

Franklin Caplan
Mayor, Key Biscayne

For the International Union of Police Associations

_____

_____

Aaron Nisenson, General Counsel
International Union of Police Associations, AFL-CIO

APPENDIX "A"

10-STEP GRADED SERVICE SALARY PLAN FOR LIEUTENANTS HIRED ON OR BEFORE OCTOBER 1, 2010

FISCAL YEAR 2011
(October 1, 2010 through September 30, 2011)

STEPS	ANNUAL SALARY
1	$69,283.13
2	$72,747.29
3	$76,384.65
4	$80,203.89
5	$84,214.08
6	$88,424.78
7	$92,846.02
8	$97,488.32
9	$102,362.74
10	$107,480.88

APPENDIX "B"

5-STEP GRADED SERVICE SALARY PLAN FOR LIEUTENANTS HIRED AFTER OCTOBER 1, 2010

FISCAL YEAR 2011
(October 1, 2010 through September 30, 2011)

STEPS	ANNUAL SALARY
1	$69,283.13
2	$72,747.29
3	$76,384.65
4	$80,203.89
5	$84,214.08