

RESOLUTION NO. 2001-3

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA; ADOPTING A TEN STEP SALARY PLAN FOR VILLAGE EMPLOYEES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 24, 2000 and November 14, 2000, the Village Council instructed the Village Manager to review the current seven step salary plan for Village employees; and

WHEREAS, on January 14, 1997, the Village Council approved the seven step salary plan; and

WHEREAS, the Village Council would like to adjust the present seven step salary and wage plan for the Village employees; and

WHEREAS, the Village Council hereby adopts the proposed ten step salary plan for Village employees and implements a longevity plan when at the completion of 15 years of service, the employee shall receive a 5% longevity payment and upon the completion of 20 years of service, the employee shall receive an additional 5% for each year of service.

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

Section 1. That the Village Council of the Village of Key Biscayne adopts the ten step salary plan for Village employees and implements a longevity plan described above and in Exhibit "A".

Section 2. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 9th day of January, 2001.



MAYOR JOE I. RASCO

ATTEST:


CONCHITA H. ALVAREZ, CMC, VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY


RICHARD JAY WEISS, VILLAGE ATTORNEY





VILLAGE OF KEY BISCAINE

Office of the Village Manager

Village Council
Joe I. Rasco, *Mayor*
Martha Fdez-León Broucek, *Vice Mayor*
Scott Bass
Alan H. Fein
Mortimer Fried
Gregory C. Han
Robert Oldakowski

November 29, 2000

Village Manager
C. Samuel Kissinger

MEMORANDUM

TO: Honorable Mayor and Members
of the Village Council

FROM: C. Samuel Kissinger
Village Manager

RE: **Pay Plan Adjustments**

Village Council directed staff to look into the pay disparity issue that was brought to your attention by the Village Firefighters at the October 24, 2000 meeting and discussed by the Council on November 14, 2000. After a comparison of the surrounding fire departments' pay plans, I recommend that three additional steps be added to the current pay plan. This projected salary adjustment has a limited impact on the FY 2001 budget. All employees with eight and nine years of service receive a raise this fiscal year (2001) which will cost \$60,000.

I recommend that those 22 senior employees receive a retro-active increase based on the actual date that they acquired their eight years of service. Otherwise, that group of senior employees would lose salary and benefits if Council were to grant this proposed salary step plan to all employees and not to make it retro-active for this small group. The employees acquiring 8, 9 and 10 years of service are in the following offices/departments:

	FY 2001 Retroactive 8 & 9 Years of Service	FY 2002 8, 9 & 10 Years of Service
BZ&P:	0	0
Finance:	0	0
Fire:	17	20
Police:	5	11
Public Works:	0	0
Total Employees:	22	31
Additional Estimated Cost: (Salary Only)	\$60,000	\$100,000

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Honorable Mayor and Members
of the Village Council
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The retro-active Step 8 employees would receive their step increase in their 8th year with this plan. Steps 9 and 10 would be received in the employees 9th and 10th year of service. I am recommending that the current 4% "10 year seniority payment" become a 5% longevity pay at 15 years of service, and a final 5% longevity pay at 20 years of service be added to the pay plan. Statistically, this would have a limited financial impact on our operating budget. Our experience on Key Biscayne demonstrates only one in five of our employees will reach 8 years of service.

This proposed step increase plan would raise our firefighters, police, and general employees salaries to a level comparable to other local governments.

These pay and benefit adjustments and planned new facilities should help to retain valued and highly trained senior employees. Unfortunately, we have lost personnel who have left our employment to take higher paying jobs with better benefits and working conditions in other communities.

The cost-of-living adjustment shall be considered annually and need be approved accordingly by the Village Council. The above adjustments do not include the Village Clerk or the Village Manager.

An alternative to this annual approval would be to adopt a formula which would automatically determine the cost-of-living adjustment. Please see proposed resolution if the Council wants to consider this method of approving the cost-of-living adjustment. Thank you.

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VILLAGE OF KEY BISCAYNE

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I. Present Pay Plan:

One	Two	Three	Four	Five	Six	Seven
5%	5%	5%	5%	5%	5%	5%

Longevity pay of 4% upon completion of ten (10) years of service to the Village paid annually

II. Proposed Pay Plan:

One	Two	Three	Four	Five	Six	Seven	Eight	Nine	Ten
5%	5%	5%	5%	5%	5%	5%	5%	5%	5%

III. Longevity pay of 5% upon completion of fifteen years of service and an additional 5% pay upon completion of 20 years of service paid thereafter.

IV. FY 2001 Pay Plan for Firefighters

Step 1	Step 2	Step 3	Step 4	Step 5
\$39,759.11	\$41,747.07	\$43,834.42	\$46,026.15	\$48,327.45
Step 6	Step 7	Step 8	Step 9	Step 10
\$50,743.82	\$53,281.02	\$55,945.07	\$58,742.32	\$61,679.44
Longevity Step/15 Years - 5%		Longevity Step/20 Years - 5%		
\$64,763.41		\$68,001.58		

-End-

RESOLUTION NO. 2011-28a

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

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

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

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

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

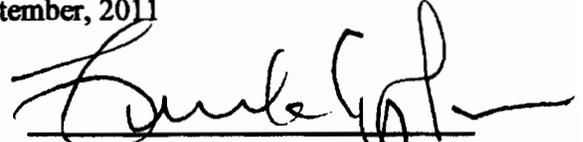
Section 2. Ratification of the Agreement between the Village and the Union, in the form attached hereto as Exhibit "A," is hereby authorized and approved.

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

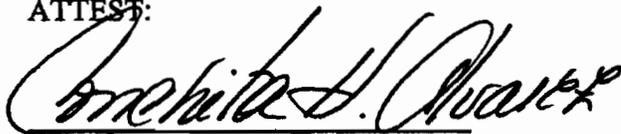
Section 4. The Village Manager is authorized to take all actions necessary to implement the Agreement and the purpose of this Resolution.

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

PASSED AND ADOPTED THIS 27th day of September, 2011


MAYOR FRANKLIN H. CAPLAN

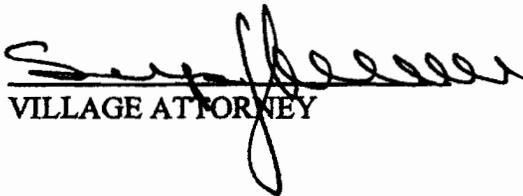
ATTEST:



CONCHITA H. ALVAREZ, MMC, VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY




VILLAGE ATTORNEY



COLLECTIVE BARGAINING AGREEMENT
BETWEEN
VILLAGE OF KEY BISCAYNE, FLORIDA
AND
INTERNATIONAL UNION OF POLICE
ASSOCIATIONS, AFL-CIO
(GENERAL EMPLOYEES)
OCTOBER 1, 2010 THROUGH SEPTEMBER 30, 2012

ARTICLE 16

WAGES

16.1 Merit Pay Plan

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

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

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

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

4.50 – 5.0

4%

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

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

16.2 Cost of Living Increase (COLA)

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

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

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

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

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

16.3 Longevity Pay

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

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

- a. An employee who has reached the maximum salary for his/her respective position may be entitled to a lump sum merit based bonus of up to 4% upon the completion of fifteen (15) years of service and upon the completion of twenty (20) years of Village service.
- b. For an employee to be eligible to receive this lump sum bonus, he/she must receive the following scores on his/her annual performance evaluation:

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

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

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

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