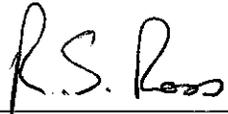




**The foregoing resolution upon  
being put to a vote, the vote was  
as follows:**

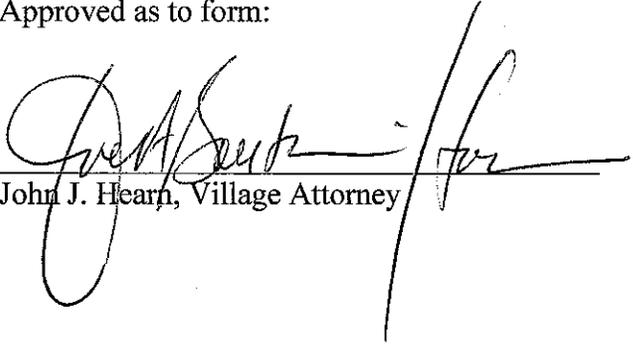
1  
2  
3  
4  
5  
6  
7  
8  
9  
  
\_\_\_\_\_  
Roxanna Ross, Mayor

Mayor Ross: Yes  
Vice Mayor Bernard: Yes  
Commissioner Anderson: Yes  
Commissioner Childress: Yes  
Commissioner Cooper: Yes

10  
11  
12  
13 Attest:

14  
15  
16  
17  
18  
  
\_\_\_\_\_  
Maria C. Camara, Village Clerk

19  
20 Approved as to form:

21  
22  
23  
24  
25  
  
\_\_\_\_\_  
John J. Hearn, Village Attorney

**COLLECTIVE BARGAINING AGREEMENT**  
**VILLAGE OF BISCAYNE PARK, FLORIDA**  
**AND**  
**INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES**  
**DISTRICT COUNCIL#78 LOCAL 1010 AFL-CIO**  
**(NON-SUPERVISORY)**  
**OCTOBER 1, 2010 THROUGH SEPTEMBER 30, 2013**

**PREAMBLE**

This Agreement is entered into by the Village of Biscayne Park, Florida hereinafter referred to as the "Village", and the International Union of Painters and Allied Trades District Council #78 Local 1010 AFL-CIO hereinafter referred to as the "Union". It is the intent and purpose of this Agreement to assure sound and mutually beneficial working conditions and economic relationships between the parties; to provide an orderly, prompt, and peaceful means of resolving disputes involving the interpretation of this agreement; and set forth the full agreement between the parties regarding interpretation of this Agreement; and set forth the full agreement between the parties regarding wages, hours and other terms and conditions of employment.

## INDEX

ARTICLE NUMBER	DESCRIPTION	PAGE NUMBER
ARTICLE 1	Recognition, Strikes and Lockouts	3
ARTICLE 2	Management Rights	3
ARTICLE 3	Non-discrimination	4
ARTICLE 4	Services to the Union/Shop Steward	4
ARTICLE 5	Employee Rights	5
ARTICLE 6	Uniform	6
ARTICLE 7	Rates of Pay	7
ARTICLE 8	Vacation	8
ARTICLE 9	Leave with Pay	10
ARTICLE 10	Benefits	11
ARTICLE 11	Hours of Work and Overtime	12
ARTICLE 12	Bereavement Leave	13
ARTICLE 13	Safety and Health Committee	13
ARTICLE 14	District Council #78 Finishing Trades Institute	14
ARTICLE 15	In-Service Training	15
ARTICLE 16	Grievance and Arbitration	16
ARTICLE 17	Holidays	18
ARTICLE 18	Dues Deduction	19
ARTICLE 19	Seniority	19
ARTICLE 20	Military Leave	20
ARTICLE 21	Layoff	21
ARTICLE 22	Promotions	22
ARTICLE 23	Termination of Employment	22
ARTICLE 24	Leave of Absence	24
ARTICLE 25	Jury Duty	24
ARTICLE 26	General Savings Clause	24
ARTICLE 27	Reopener	25

**ARTICLE 1.            RECOGNITION, STRIKES AND LOCKOUTS,**

- A. The Village hereby recognizes the Union as the collective bargaining agent for all Public Works Employees as to wages, hours, and all other terms and conditions of employment, except as to supervisors.
- B. There will be no strikes, work stoppages, picketing, slowdowns, boycotts, or concerted failure or refusal to perform assigned work by the employees covered under this Agreement and there will be no lockout by the Village for the duration of this Agreement. The Union supports the Village fully in maintaining efficient operations.
- C. No employee shall refuse to report for duty or to perform his assigned duties because of any demonstration or pickets by any organizations. Any employee who violates this provision may be discharged.

**ARTICLE 2.            MANAGEMENT RIGHTS**

- A. The Union recognizes that the Village possesses the sole right to operate and manage its Department and direct the work force, and the rights, powers, authority and discretion which the Village deems necessary to carry out its responsibilities and missions shall be limited only by specific and express terms of this Agreement.
- B. These rights and powers include, but are not limited to the authority to:
  - 1. Determine the mission and objectives of the departments;
  - 2. Determine the methods, means and numbers of personnel needed to carry out departmental responsibilities;
  - 3. Take such actions as may be necessary to carry out services during emergencies declared by the Village;
  - 4. Discipline or discharge employees for just cause;

5. Schedule operations and shifts;
6. Introduce new or improve methods, operations, or facilities;
7. Hire, promote, transfer or assign employees;
8. Relieve employees from duty for lack of work;
9. Schedule overtime work as required
10. To randomly drug/alcohol test no more than fifty percent (50%) of employees in any given year or drug and/or alcohol test any employee based on reasonable suspicion.

**ARTICLE 3.                    NON-DISCRIMINATION**

The Village agrees that it will not discriminate against any employee with respect to wages, hours or conditions of employment by reasons of the employee's Union membership or because of his/her participation in lawful Union activities.

**ARTICLE 4.                    SERVICE TO THE UNION/REPRESENTATIVES OF PARTIES/SHOP STEWARDS**

*Services to the Union.*

The Village agrees to provide one signed copy of the Collective Bargaining Agreement to the Union.

*Representatives of Parties.*

The Village agrees that during terms of this Agreement it will deal only with the authorized representatives as of the execution of this Agreement and replacement therefore during the term of this Agreement.

The Union likewise agrees that during the term of this agreement the Union and the employees covered hereunder shall deal only with the Village Manager in matters requiring mutual consent or other official action during the term of this

Agreement. This article will in no way circumvent the Employee's constitutional rights to free speech or an ability to interact with elected officials.

*Shop Stewards.*

A working steward shall be designated by the Union Business Manager, who will notify the Village of the appointment. The steward will be granted time off without loss of pay to attend any meetings which management calls to discuss any problems or issues, which may arise in the administration of this Agreement.

The steward will be notified as soon as practical of any action(s) concerning an employee and the administration of the Agreement.

The steward will present in writing any changes to safety regulations or any other non-negotiable regulations.

The steward shall be granted time off without loss of pay to attend negotiation sessions, mutually set, to negotiate this Agreement.

The steward shall have seniority pertaining to layoffs and recall only.

**ARTICLE 5.            EMPLOYEES RIGHTS**

All reports and forms required by the Village shall be completed on paid time. Each employee shall have the right to inspect his/her permanent file(s). Such examination shall be done during normal business hours pursuant to an appointment made for such purposes, provided that the appropriate representative of his/her choice, and a representative of the Village shall also be present during such review. The employee shall not remove any item from his/her file, but shall be allowed copies of such at cost. When any complaint, reprimand, or other such evaluative material is added, deleted, or changed in an employee's permanent

file(s), a copy of the same shall be made available to the employee, who shall acknowledge receipt of same. If an employee is required to sign any such material within his/her file, such signature shall designate receipt only and not agreement.

All employees shall have the right to comment, responsively, without censorship, on all such evaluative material and said comments shall be included in their official records. Any such response must be submitted in writing. Such response shall be attached to a file copy of such evaluative material to which the response is directed. Material shall be released outside of the Village as required by law and if the interest of the Village and/or the employee clearly require. If released, the employee shall be advised of the same to the extent permitted by law.

Employees who are required to utilize a time clock shall clock in by their scheduled time.

**ARTICLE 6.**            **UNIFORMS.**

The Village will provide uniforms, laundry or stipend for laundry. An employee not wearing his/her uniform may be sent home, without pay. Employees will return all uniforms, ID cards, and keys for identification obliteration if purchased or return if rented, prior to receiving their final paycheck.

The Village requires employees to wear safe work-type boots/shoes. The Village will reimburse employees up to \$100.00 per year toward new work-type boots/shoes. An employee not wearing appropriate shoes may be sent home, without pay.

**ARTICLE 7.            RATE OF PAY**

The rate of pay for the term of this agreement shall be as those set forth therein.

The parties agree that the Village shall grant all members of the bargaining unit the following;

- A. A cost of living adjustment effective on October 1, 2010 of one point one percent (1.1%) and a five hundred dollar (\$500.00) bonus upon full execution of this Agreement.
- B. A cost of living adjustment, effective October 1, 2011, based on the Urban Consumer Price Index and a five hundred dollar (\$500.00) bonus to be paid in December, 2011.
- C. A cost of living adjustment, effective October 1, 2012, based on the Urban Consumer Price Index and a five hundred dollar (\$500.00) bonus to be paid in December, 2012.
- D. In the event the Village provides across-the-board wage increase to its non-bargaining unit employees, the employees covered by this Agreement will receive the equivalent percentage wage increase. In making the determination of what is equivalent, the current employee increase will be subtracted from the total. For example, if the Public Works employees were to receive a one percent (1%) increase for the year and the non-bargaining unit employees were to receive a two percent (2%) increase, an additional one percent (1%) (not 2%) would be provided to each Public Works employee in the IUPAT (Blue Collar) bargaining unit.

It is understood and agreed to by both parties that the positions of Village Manager and Police Chief are exempt from the "Pay Equity" clause above.

E. When an employee is requested to fill the Supervisor's position during the supervisor's absence, that employee shall be granted an additional five percent (5%) pay increase FOR THE HOURS FULFILLING THE SUPERVISORY POSITION ONLY. It is understood that the employee will be functioning above their regular classification while acting as supervisor.

F. Guidelines for positions' wages:

Labor- \$15,080.00 to \$30,000.00

Labor/Driver- \$17,680.00 to \$30,000.00

Laborers' Entry Position- \$7.25 per hour during the probationary period or the legal minimum wage, whichever is greater. \$7.75 per hour upon the completion of the probationary period.

Drivers' Entry Position- \$8.50 per hour during the probationary period. \$9.25 per hour upon completion of the probationary period.

#### **ARTICLE 8.            VACATION.**

On October 1 of each year a vacation list will be posted on the bulletin board for each employee to sign for their vacation dates. Vacation week preference shall be made based upon the seniority of the respective employee.

Employees shall be entitled to vacation time during which they shall be paid their regular straight time hourly rate times the number of hours on their normal work week. Vacation earned in a given payroll period shall be taken only during a payroll period following a payroll period in which such vacation was earned.

Employees shall be entitled to vacation time according to the following schedule:

A. Five (5) days (forty (40) hours) upon the successful completion of the probationary period.

B. An employee with two (2) to five (5) years of continuous service shall be entitled to ten (10) days (eighty (80) hours) vacation with pay each year.

C. An employee with six (6) to ten (10) years of continuous service shall be entitled to twelve (12) days (ninety six (96) hours) paid vacation.

D. An employee with eleven (11) to nineteen (19) years of continuous services shall be entitled to fifteen (15) days (one hundred twenty (120) hours) paid vacation.

E. An employee with twenty (20) or more years of continuous service shall be entitled to twenty (20) days (one hundred sixty (160) hours).

F. For the purpose of determining years of continuous service, the anniversary date of regular employment shall be used to compute full years of service.

G. Employees must take vacation leave in the year it is granted.

Continuous service shall not be deemed interrupted by granting of leave with or without pay or layoff of not more than twelve (12) months, but the period of time on leave without pay or layoff shall not be counted in computing the amount of service which makes an employee eligible for vacation time. Continuous service shall be deemed terminated by discharge, resignation, or layoff in excess of twelve (12) successive months. Continuous service shall not include employment as a substitute or temporary employee.

Upon termination an employee shall be entitled to receive all unused vacation pay accumulated as of the date of termination.

An employee may request his/her vacation check in advance of any scheduled annual leave by submitting a request to the Village Payroll Office not less than one (1) week prior to leaving on annual leave. Such pay will be delivered to the employee prior to the leave.

**ARTICLE 9.**            **LEAVE WITH PAY.**

*Medical Leave.*

A. Employees shall earn paid sick leave at the following rate:

1. Five (5) days upon the completion of one (1) year of continuous service.
2. After two (2) years of continuous service ten (10) days each year.

B. Sick leave may be used for personal illness or physical incapacity to such an extent as to be rendered thereby unable to perform the duties of the present position. The Village has the right to require a physician's certificate.

Enforced quarantine established by the Department of Health or other competent authority for the period or such quarantine.

In the event of serious illness of the employee's spouse, minor child or parent regularly residing in the employee's residence the employee may utilize a maximum of five (5) days of sick leave accrued during the leave year for the purpose of caring for that seriously ill spouse, minor child or parent. The Village has the right to require a physician's certificate.

No employee covered by this Agreement shall accept outside employment of any kind or nature whatsoever nor engage in any form of self-employment while on sick leave.

C. Where a verified illness of three (3) days or more occurs during a vacation, an employee may charge this time to sick leave and such time charged to sick leave shall not be charged against the employee's accrued vacation.

D. Unused sick leave shall be accumulated up to sixty (60) days for emergency paid sick leave, upon termination for any reason except retirement all sick leave shall be forfeited.

E. After an employee has banked sixty (60) days, one-half (1/2) of the unused sick leave during the year shall be added to the employee's vacation the following year, and used in said year. Banked sick leave shall not exceed a maximum of sixty (60) days.

F. Sick leave may be used for personal illness or physical incapacity that renders the employee unable to perform the duties of his position. It shall not be used if loss of work is due to outside employment, intoxication or the use of controlled substance as defined in Florida Statutes.

The Village may require a doctor's certificate in case of use of sick leave when the absence exceeds two consecutive days or three (3) days in the same week.

G. Upon retirement an Employee will receive one-half (1/2) all of their earned unused sick leave up to a maximum of thirty (30) days. This is to be paid at the employees' current rate of pay.

#### **ARTICLE 10.**                      **BENEFITS**

The Village agrees to provide health, life, worker's compensation and hospitalization insurance for all employees for the life of contract.

If the employer requires an employee to receive specific training, the Village agrees to reimburse employees with more than eighteen (18) months of continuous service for 75%

of the cost of job-related education. Reimbursement shall be made, within ninety (90) days, to the employee upon the successful completion of the job-related education. The employee must stay with the Village as a full time employee for six (6) months after the successful completion of the job related education or reimburse the Village upon earlier separation. The completion of the job-related education will not necessarily result in a change of employee title and/or pay grade.

**ARTICLE 11.**                      **HOURS OF WORK AND OVERTIME**

The normal "work week" shall be forty (40) hours per week, as determined by the Director of Public Works or designee. Full time employees shall be guaranteed a forty (40) hour work week. In the event of conditions which may prohibit an employee from performing his/her normal tasks, the Village may assign him/her to other tasks for the period of down time.

Determination of a starting time of daily and weekly work schedules shall be posted on the bulletin board.

Every employee shall be given rest breaks not to exceed thirty (30) minutes daily: where possible the rest breaks will be divided equally one in morning and one in afternoon. However, breaks will be determined by the immediate supervisor to best utilize the employees assigned to him/her. Rest period to be taken at job site. Such rest periods shall be paid for at the employee's regular rate and shall not result in lengthening his/her regular day. Every employee will receive a thirty (30) minute meal break per day.

Overtime will be governed by the following:

- A. Any time worked in excess of forty (40) hours in any one (1) work week shall be considered overtime.

- B. Overtime shall be paid at the rate of one and one-half (1 ½) times the employee's straight time pay.
- C. Other than as provided for in Section D below, for the purpose of overtime computation, vacation, sick leave, personal leave, annual, military and other absences from duty on active pay status shall not be considered as time worked.
- D. For the purpose of overtime computation, City recognized holidays as provided for in Article 17 (other than floating holidays and employee's birthdays) will be considered as time worked.
- E. Employees shall be required to work overtime when assigned unless excused by management.
- F. Any employee who is called in to work and subsequently sent home will be paid a minimum of two (2) hours of pay (unless employee is sent home for discipline reasons).

**ARTICLE 12.**

**BEREAVEMENT LEAVE**

Where there is a death in the immediate family of an employee, that employee shall be granted four (4) successive days for a death within the State of Florida and five (5) successive days outside the State of Florida. Immediate family is described as parents, stepparents, spouse, children, or sibling, grandparents and grandchildren. Bereavement leave will not be charged against sick leave, vacation or holiday time.

**ARTICLE 13.**

**SAFETY AND HEALTH COMMITTEE**

The Village and the Union agree to cooperate to the fullest extent in the promotion of safety and health. The Village will make reasonable provision for the safety and health of its employees during hours of employment.

Employees will be required to use all safety equipment designated and furnished by the Village and will conform to safety regulations presented from time to time by the employer. In case any circumstances or equipment is considered unsafe, management will be notified. No employee shall be dismissed or otherwise disciplined for his/her refusal to work with unsafe tools, materials, equipment, or under unsafe working conditions provided it is established that situations and conditions are as claimed.

The Village will provide a clean and well-ventilated and lighted work place for the employees to work in. The Village will comply with all Federal, State, and Local Laws regarding the safety and working conditions including trucks and equipment. Where unsafe and sub-standard conditions exist, the Village will correct them to the best of their ability.

**ARTICLE 14. DISTRICT COUNCIL #78 FINISHING TRADES INSTITUTE**

The District Council #78's FINISHING TRADES INSTITUTE is hereby established for the sole purpose of safety training and educating employees, the fund shall be governed and controlled by the Board of Trustees of District Council #78's FINISHING TRADES INSTITUTE. Terms of training shall be described in the Standards of the Training Committee(s).

1. The Employer hereby irrevocably designates as its representatives on the Board of Trustees of the International Fund (IUPAT-FTI) such Trustees as are now serving, or who will in the future serve as Employer Trustees together with their successors, as provided for in the aforesaid Trust Indenture.

(a) The Union hereby irrevocably designates as its representatives on the Board of Trustees of the International Fund (IUPAT-FTI) such Trustees as are now serving, or who will in the future serve, as Labor Trustees, together with their successors, as provided for in the aforesaid Trust Indenture.

(b) The parties hereto further agree to be bound by all actions taken by the Trustees of the International Fund (IUPAT-FTI) pursuant to the said Agreement and Declaration of Trust.

(c) The above remains effective providing that the Employer continues to be willing to contribute into this training program as provided for in future contracts. The Employer may only discontinue contributions to the Training Fund with a one hundred twenty (120) day notice to the Union and the Finishing Trades Institute via certified mail of the intent to do so.

2. All contributions shall be made at such time and in such manner as the Trustees require, and the Trustees shall have the authority to have a Certified Public Accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the FINISHING TRADES INSTITUTE Fund.

3. The Village hereby agrees to contribute three (3) cents per hour worked by the employees and remit same to the District Council (along with and in accordance with the "dues check-off" as in Article 18 A & B).

**ARTICLE 15**            **IN-SERVICE TRAINING**

All employees required by the Village to participate in any training and/or health and safety program shall be compensated at their regular rate or pay for the length of the program(s). Employees absent from the program(s) shall not be compensated for those

hours unless assigned elsewhere by their immediate supervisor. All employees required to possess a Commercial Drivers License (CDL) shall be reimbursed for the annual cost of renewal. The employee shall be required to provide the Village Public Works Director a dated receipt for said CDL for reimbursement. All employees required to possess a Commercial Drivers License (CDL) with an "S" endorsement and drive the school bus shall receive a premium of twenty five cents (\$0.25) per hour for every hour of operation of the school bus.

**ARTICLE 16. GRIEVANCE AND ARBITRATION PROCEDURE.**

In a mutual effort to promote 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 or misunderstanding between the parties arising from the application and interpretation of this Agreement. This is the only Grievance procedure that can be utilized by an employee covered by this contract.

A grievance shall be defined as any dispute concerning the interpretation or application of this Agreement. The parties agree that employees are obligated to work while grievances are pending. Nothing in this Article shall be construed to prevent any employees from presenting his own grievance; up to, but not including a request for arbitration; however, the Union shall be given reasonable opportunity to be present at any meeting called for the resolution of grievances.

***PROCEDURE:***

Step 1. Any employee claiming a breach of any provision of this contract may refer the matter, personally and with or without the Union, in writing to the Public Works Director. The written grievance shall state the nature of the grievance. The section or the

contract violated and the remedy requested. The grievance shall be presented within ten (10) calendar days of knowledge of the occurrence.

If the event (s) giving rise to the grievance occurred at a time when the employee was on annual leave, sick leave, or other authorized leave, the ten (10) day period shall commence running immediately upon the employee's return from such authorized leave.

The Union Representative may be present to represent the employee.

The Public Works Director or his designee shall respond to the grievance in writing within ten (10) days, with a copy to the Union.

STEP 2. If after ten (10) days from the date of submission to the Public Works Director or from the date of his reply, the grievance still remains unadjusted, the person presenting the grievance shall have ten (10) days to present personally or with the Union the grievance in writing to the Village Manager.

STEP 3. The Village Manager shall have fourteen (14) days in which to reply. If he does not respond within such time period or from the date of their response, the Union will have fourteen (14) days to serve notice of its intention to arbitrate the grievance for said employee. Such notice shall be in writing.

*ARBITRATION PROCEDURE:*

After the notice to arbitrate has been submitted, the parties and/or their representative shall attempt to jointly select a local arbitrator. If they are unable to agree on a local arbitrator, they shall jointly request a list of arbitrators through the American Arbitration Association.

The parties shall select an arbitrator from the list by such method as they may jointly elect; or, if they are unable to agree on such method, then by the method of alternative

striking of names under which the grievant shall strike the first name objectionable to him/her and the Village shall strike a name objectionable to it. The arbitrator's decision shall be final and binding and shall be made in writing, but he shall have no power to alter, modify, amend, or add to or detract from the terms of the Contract.

The Village and the Union shall divide equally the compensation of the arbitrator and the cost of a hearing room. Parties desiring a transcript of the hearing shall bear the cost of such transcript. Any employee called as witness who are off-duty shall be compensated as if on-duty.

*TIME LIMITS:*

Any grievance not answered by management in the time limits provided above automatically advances to the next higher step of the Grievance Procedure. Any grievance not pursued by the employee within the time limits above will be considered abandoned.

**ARTICLE 17.**

**HOLIDAYS.**

A. The Village will recognize the following as paid holidays for full-time employees:

New Year's Day	Memorial Day
Washington's Birthday	Labor Day
Independence Day	Thanksgiving Day
Veteran's Day	Columbus Day
Christmas Day	Employee's Birthday
Three (3) Floating Holidays	Martin Luther King's Birthday

- B. Floating holidays and employee's birthdays will not be compensated if not taken, unless non-observance within the fiscal year is due to operational necessity. Floating holidays off must be approved in advance by Public Works Director. Employee shall only be eligible to take floating holidays or birthday only after one (1) year.
- C. When a holiday falls on Saturday it will be observed the proceeding Friday, and when the holiday falls on Sunday, it will be observed on the following Monday.
- D. Employee must work day before and day after a holiday in order to get paid holiday pay. When holidays fall on vacation, a vacation day will not be counted.

**ARTICLE 18.**                      **DUES DEDUCTION**

- A. Upon receipt of a voluntary written individual notice from any of its employees on a form provided by the Union, the Village will deduct from the pay due such employee those dues and assessments to be designated by the employee. The amounts will be payable to the Union on the tenth (10<sup>th</sup>) day of each month.
- B. The Union agrees to indemnify and hold the Village harmless against any and all claims, suits, orders and judgments brought and issued against the Village as a result of any action or not taken by the Village under the provision of this article.

**ARTICLE 19.**                      **SENIORITY**

Seniority, when applicable, shall be defined as the continuous length of the employment of the employee with the Employer from date achieved he/she permanent status.

All promotions and permanent transfers shall be made on the basis or seniority, but the qualifications of fitness and ability of an employee to do the work shall govern. The

Employer shall notify the steward of disqualification of a senior employee through operation of this article.

The Village agrees that it will supply the Union names of the permanent employees covered by the Agreement, together with their hiring date at the end of each pay period in which the new employee becomes permanent. The Village will keep a seniority list currently up-to-date and will furnish a copy of the current list to the Union at the end of each three (3) month period, if requested.

Temporary employees designated as such at time of hire, hired for up to one hundred eighty (180) calendar days will not accrue seniority. If employed more than one hundred eighty (180) calendar days, he/she will be designated a permanent employee, commencing with the one hundred eight-first (181) day of employment.

A new hire will be on probation status for one hundred eighty (180) calendar days. During such one hundred eighty (180) day period, the Village may terminate the said employee for any reasons it sees fit. Upon completion of the probationary period, the employee will become a permanent employee entitled to full benefits under the Agreement.

An employee disqualified during a probationary period will not have access to the grievance procedure.

**ARTICLE 20**                      **MILITARY LEAVE**

*Military Leave for Training.* Annual military leave due to the request of the armed forces to fulfill regular military duties, field training, and/or emergency military obligations, and not exceeding seventeen (17) working days in one (1) calendar year shall be provided to members. All employee benefits, including pay, shall continue at the same rate during

annual military leave. Upon return from annual military leave, the members shall return to the same position held prior to taking leave. Any member with temporary status shall be allowed to return to the position held prior to military leave provided the position has not been eliminated during the leave.

*Military Leave for Active Duty.* Members in the Armed Forces Reserve or the National Guard having been called to active duty, shall be granted leave of absence from their respective duties to perform active military service with the first thirty (30) days of any such leave of absence to be with full pay.

*Military Leave Without Pay.* A military leave of absence without pay shall be granted according to State and Federal law and regulation. Members shall be entitled to retain and accrue benefits tied to seniority. Upon reinstatement as provided by law, the member shall be credited with all unused sick and annual leave available at the beginning of the leave.

## **ARTICLE 21                      LAYOFF**

When and if the Village decides to reduce the number of employees within a given classification in any department, employees shall be laid off in the following order:

- A.            Temporary or Part-time employees
- B.            Probationary employees.
- C.            Permanent employees.

Permanent employees within a classification will be laid off in a department in the inverse order of their seniority if they have equal skill, ability and performance evaluations. If an employee is promoted to another classification and fails to perform satisfactorily, and management decides to demote said employee, the employee shall have the right to return to their previous position.

**ARTICLE 22.**

**PROMOTIONS.**

All promotions and vacancies, within the bargaining unit for regular employment, will be posted by the Village on a bulletin board. Notice shall include the job classification, rate of pay, work locations, and the nature of the job requirements. Such posting shall be for a period of not less than ten (10) days exclusive or Saturday, Sunday and observed legal holidays. A copy of the notice shall also be sent to the business manager or the Union or designee.

**ARTICLE 23**

**TERMINATION OF EMPLOYMENT.**

An employee who has completed one hundred eighty (180) calendar days of continuous service shall not thereafter be discharged except for just cause. Employees on a paid leave of absence shall be deemed to be in continuous service. Employees who have not completed such period of employment may be discharged without recourse and shall not be subject to the grievance procedure herein nor otherwise challengeable under any other provision of this agreement.

It is agreed that an employee whom the Village determines to have committed any of the acts listed below shall be cause for immediate termination. This paragraph shall not be construed so as to require the Village to terminate an employee when it is determined by the Village that other disciplinary action may be more appropriate.

Selling, using, being under the influence of or in possession of controlled substances, intoxicants, drugs, or hallucinatory agents during working hours or reporting for work in such conditions. Defacing , destroying, or otherwise doing harm to Village property. Provided that the terms defacing, destroying, and/or harming as used herein shall not be

construed to mean actions of an employee which are considered part of his/her normal work responsibilities nor any damages resulting therefore.

Stealing, dishonesty/fraud, misconduct, workplace violence, willful neglect towards safety, insubordination or willful neglect of duty.

*Corrective measures:*

Employees who are terminated for reasons other than the types of reason described above shall be provided with the sequence of corrective measures as provided with the sequence of corrective measures as provided below:

- A. First Offense-oral warning-no less than one (1) oral warning shall be required provided that additional oral warnings may be used at the Village's discretion.
- B. Second Offense-written warning and/or written reprimand if within twelve (12) working months of first offense.
- C. Third Offense-suspension by the Public Works Director without pay for no more than five (5) days. Leave time may not be substituted for suspension time.
- D. Fourth Offense-termination.

Correction measures taken under (A) through (D) above shall be taken for sufficient reason(s) and just cause. In the event an employee is not terminated within one hundred eighty (180) days after either (A), (B), and/or (C) above, a notice will be placed in the employee's file stating that termination was not necessary for the infraction giving rise to the actions of (A), (B), and/or (C).

**ARTICLE 24.**

**LEAVES OF ABSENCE**

Leaves of absence without pay for a period of time not to exceed thirty (30) days may be granted for any reasonable purpose by the Village Manager. Such leaves may be renewed or extended only upon request to the Village Manager.

**ARTICLE 25.**

**JURY DUTY**

If an employee is called to jury duty, except for any action in which he/she is a party, the employee shall receive his/her regular salary calculated at the employee's straight time. Employee shall provide written notice from Court Clerk upon his return as to his/her attendance.

**ARTICLE 26.**

**GENERAL SAVINGS CLAUSE**

If any Article of this Agreement should be held invalid by operation of law or by any court of competent jurisdiction or if compliance with or enforcement of any Article should be restrained by such Article to persons or circumstances other than those to which it has been invalid or as to which compliance with or enforcement of has been restrained, shall not be effected hereby. In the event that any Article is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of either party, for the purpose of arriving at a mutually satisfactory replacement for such Article during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement within (6) days after beginning of the period of invalidity or restraining, either party shall be permitted all legal recourse in support of its demands notwithstanding any provision in this Agreement to the contrary.

**ARTICLE 27.**

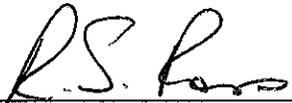
**REOPENER.**

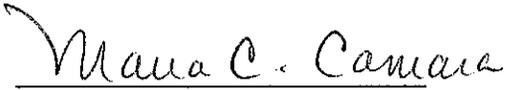
This Agreement shall be in effect from October 1, 2010 through September 30, 2013.

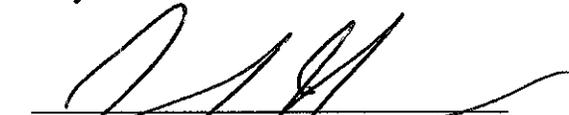
The Village, at its sole discretion may reopen this Agreement for the purpose or re-negotiating and modification of salaries and all benefits therein, therein when a new Federal or State Legislation, regulation or constitutional amendments create an economic hardship on the Village in implementing the terms of this Agreement. In such case, the parties, at the Village's request, shall promptly meet to negotiate such new provisions as would alleviate the hardship upon the Village.

Entered into by the parties on this 12<sup>th</sup> day of April, 2011

Village of Biscayne Park

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Village Clerk

  
\_\_\_\_\_  
John J. Hearn, Village Attorney

\_\_\_\_\_  
IUPAT DC 78 BMST

  
\_\_\_\_\_  
Steve Hall – Business Representative

**COLLECTIVE BARGAINING AGREEMENT  
VILLAGE OF BISCAYNE PARK  
AND  
INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES  
DISTRICT COUNCIL # 78 LOCAL 1010 AFL-CIO  
(SUPERVISORY UNIT)  
OCTOBER 1, 2010 THROUGH SEPTEMBER 30, 2013**

**Preamble**

This Agreement is entered into by the Village of Biscayne Park, Florida hereinafter referred to as the "Village", and the International Union of Painters and Allied Trades District Council #78 Local 1010 AFL-CIO hereinafter referred to as the "Union". It is the intent and purpose of this Agreement to assure sound and mutually beneficial working conditions and economic relationships between the parties; to provide an orderly, prompt, and peaceful means of resolving disputes involving the interpretation of this agreement; and set forth the full agreement between the parties regarding interpretation of this Agreement; and set forth the full agreement between the parties regarding wages, hours and other terms and conditions of employment.

## INDEX

ARTICLE NUMBER	DESCRIPTION	PAGE NUMBER
ARTICLE 1	Recognition, Strikes and Lockouts	3
ARTICLE 2	Management Rights	3
ARTICLE 3	Non-discrimination	4
ARTICLE 4	Services to the Union/Shop Steward	4
ARTICLE 5	Employee Rights	6
ARTICLE 6	Uniform	6
ARTICLE 7	Rates of Pay	7
ARTICLE 8	Vacation	8
ARTICLE 9	Leave with Pay	9
ARTICLE 10	Benefits	11
ARTICLE 11	Hours of Work and Overtime	11
ARTICLE 12	Bereavement Leave	12
ARTICLE 13	Safety and Health Committee	12
ARTICLE 14	District Council #78 Finishing Trades Institute	13
ARTICLE 15	In-Service Training	14
ARTICLE 16	Grievance and Arbitration	15
ARTICLE 17	Holidays	17
ARTICLE 18	Dues Deduction	18
ARTICLE 19	Seniority	18
ARTICLE 20	Military Leave	19
ARTICLE 21	Layoff	20
ARTICLE 22	Promotions	21
ARTICLE 23	Termination of Employment	21
ARTICLE 24	Leave of Absence	22
ARTICLE 25	Jury Duty	23
ARTICLE 26	General Savings Clause	23
ARTICLE 27	Reopener	24

## **ARTICLE 1**

### **Recognition, Strikes, and Lockouts**

- A. The Village hereby recognizes the Union as the collective bargaining agent for all Public Works Employees as to wages, hours, and all other terms and conditions of employment, except as to supervisors.
- B. There will be no strikes, work stoppages, picketing, slowdowns, boycotts, or concerted failure or refusal to perform assigned work by the employees covered under this Agreement and there will be no lockout by the Village for the duration of this Agreement. The Union supports the Village fully in maintaining efficient operations.
- C. No employee shall refuse to report for duty or to perform his assigned duties because of any demonstration or pickets by any organizations. Any employee who violates this provision may be discharged.
- D. The bargaining unit by which the recognition is afforded shall include all supervisors and assistant directors.
- E. The bargaining unit shall not include managerial, department directors, or confidential and all other employees of the Village who are already in the blue collar unit.

## **ARTICLE 2.**

### **MANAGEMENT RIGHTS**

- A. The Union recognizes that the Village of Biscayne Park possesses the sole right to operate and manage its Department and direct the work force, and the rights, powers, authority and discretion which the Village deems necessary to carry out its responsibilities and missions shall be limited only by specific and express terms of this Agreement.
- B. These rights and powers include, but are not limited to the authority to:

1. Determine the mission and objectives of the departments;
2. Determine the methods, means and numbers of personnel needed to carry out departmental responsibilities;
3. Take such actions as may be necessary to carry out services during emergencies declared by the Village;
4. Discipline or discharge employees for just cause;
5. Schedule operations and shifts;
6. Introduce new or improve methods, operations, or facilities;
7. Hire, promote, transfer or assign employees;
8. Relieve employees from duty for lack of work;
9. Schedule overtime work as required
10. To randomly drug/alcohol test no more than fifty percent (50%) of employees in any given year or drug and/or alcohol test any employee based on reasonable suspicion.

### **ARTICLE 3.**

#### **NON-DISCRIMINATION**

The Village agrees that it will not discriminate against any employee with respect to wages, hours or conditions of employment by reasons of the employee's Union membership or because of his/her participation in lawful Union activities.

### **ARTICLE 4.**

#### **SERVICE TO THE UNION/REPRESENTATIVES OF PARTIES/SHOP STEWARDS**

*Services to the Union.*

The Village agrees to provide one signed copy of the Collective Bargaining Agreement to the Union.

*Representatives of Parties.*

The Village agrees that during terms of this Agreement it will deal only with the authorized representatives as of the execution of this Agreement and replacement therefore during the term of this Agreement.

The Union likewise agrees that during the term of this agreement the Union and the employees covered hereunder shall deal only with the Village Manager in matters requiring mutual consent or other official action during the term of this Agreement. This article will in no way circumvent the Employee's constitutional rights to free speech or an ability to interact with elected officials.

*Shop Stewards.*

A working steward shall be designated by the Union Business Manager, who will notify the Village of the appointment. The steward will be granted time off without loss of pay to attend any meetings which management calls to discuss any problems or issues, which may arise in the administration of this Agreement.

The steward will be notified as soon as practical of any action(s) concerning an employee and the administration of the Agreement.

The steward will present in writing any changes to safety regulations or any other non-negotiable regulations.

The steward shall be granted time off without loss of pay to attend negotiation sessions, mutually set, to negotiate this Agreement.

The steward shall have seniority pertaining to layoffs and recall only.

## **ARTICLE 5**

### **EMPLOYEE RIGHTS**

All reports and forms required by the Village shall be completed on paid time. Each employee shall have the right to inspect his/her permanent file(s). Such examination shall be done during normal business hours pursuant to an appointment made for such purposes, provided that the appropriate representative of his/her choice and a representative of the Village shall also be present during such review. The employee shall not remove any item from his/her file, but shall be allowed copies of such at cost. When any complaint, reprimand, or other such evaluative material is added, deleted, or changed in an employee's permanent file(s), a copy of the same shall be made available to the employee, who shall acknowledge receipt of same. If an employee is required to sign any such material within his/her file, such signature shall designate receipt only and not agreement.

All employees shall have the right to comment, responsively, without censorship, on all such evaluative material and said comments shall be included in their official records. Any such response must be submitted in writing. Such response shall be attached to a file copy of such evaluative material to which the response is directed. Material shall be released outside of the Village as required by law and if the interest of the Village and/or the employee clearly require. If released, the employee shall be advised of the same to the extent permitted by law. Employees who are required to use a time clock shall check in by their scheduled time.

## **ARTICLE 6**

### **UNIFORMS**

The Village will provide uniforms, laundry or stipend for laundry. An employee not wearing his/her uniform may be sent home, without pay. Employees will return all uniforms, ID cards,

and keys for identification obliteration if purchased or return if rented, prior to receiving their final paycheck.

The Village requires employees to wear safe work-type boots/shoes. The Village will reimburse employees up to \$100.00 per year toward new work-type boots/ shoes. An employee not wearing appropriate shoes may be sent home, without pay.

## ARTICLE 7

### RATE OF PAY

The rate of pay for the term of this agreement shall be as those set forth therein. The parties agree that the Village shall grant all members of the supervisory bargaining unit the following;

- A. A cost of living adjustment effective on October 1, 2010 of one point one percent (1.1%) and a five hundred dollar (\$500.00) bonus upon full execution of this Agreement.
- B. A cost of living adjustment effective on October 1, 2011 based on the Urban Consumer Price Index and a five hundred dollar (\$500.00) bonus to be paid in December 2011.
- C. A cost of living adjustment effective on October 1, 2012 based on the Urban Consumer Price Index and a five hundred dollar (\$500.00) bonus to be paid in December 2012.

In the event the Village provides across-the-board wage increase to its non-bargaining unit employees, the employees covered by this Agreement will receive the equivalent percentage wage increase. In making the determination of what is equivalent, the current employee increase will be subtracted from the total. For example, if the Public Works employees were to receive a one percent (1%) increase for the year and the non-bargaining unit employees were to receive a two percent (2%) increase, an additional one percent (1%) (not 2%) would be provided to each Public Works employee in the IUPAT (Blue Collar) bargaining unit.

It is understood and agreed to by both parties that the positions of Village Manager and Police Chief are exempt from the "Pay Equity" clause above.

## **ARTICLE 8**

### **VACATION.**

On October 1 of each year a vacation list will be posted on the bulletin board for each employee to sign for their vacation dates. Vacation week preference shall be made based upon the seniority of the respective employee.

Employees shall be entitled to vacation time during which they shall be paid their regular straight time hourly rate times the number of hours on their normal work week. Vacation earned in a given payroll period shall be taken only during a payroll period following a payroll period in which such vacation was earned.

Employees shall be entitled to vacation time according to the following schedule:

- A. Five (5) days (forty (40) hours) upon the successful completion of the probationary period.
- B. An employee with two (2) to five (5) years of continuous service shall be entitled to ten (10) days (eighty (80) hours) vacation with pay each year.
- C. An employee with six (6) to ten (10) years of continuous service shall be entitled to twelve (12) days (ninety six (96) hours) paid vacation.
- D. An employee with eleven (11) to nineteen (19) years of continuous services shall be entitled to fifteen (15) days (one hundred twenty (120) hours) paid vacation.
- E. An employee with twenty (20) or more years of continuous service shall be entitled to twenty (20) days (one hundred sixty (160) hours).

F. For the purpose of determining years of continuous service, the anniversary date of regular employment shall be used to compute full years of service.

G. Employees must take vacation leave in the year it is granted. Continuous service shall not be deemed interrupted by granting of leave with or without pay or layoff of not more than twelve (12) months, but the period of time on leave without pay or layoff shall not be counted in computing the amount of service which makes an employee eligible for vacation time. Continuous service shall be deemed terminated by discharge, resignation, or layoff in excess of twelve (12) successive months. Continuous service shall not include employment as a substitute or temporary employee. Upon termination an employee shall be entitled to receive all unused vacation pay accumulated as of the date of termination. An employee may request his/her vacation check in advance of any scheduled annual leave by submitting a request to the Village Payroll Office not less than one (1) week prior to leaving on annual leave. Such pay will be delivered to the employee prior to the leave.

## ARTICLE 9

### LEAVE WITH PAY

#### *Medical Leave.*

A. Employees shall earn paid sick leave at the following rate:

1. Five (5) days upon the completion of one (1) year of continuous service.
2. After two (2) years of continuous service ten (10) days each year.

B. Sick leave may be used for personal illness or physical incapacity to such an extent as to be rendered thereby unable to perform the duties of the present position. The Village has the right to require a physician's certificate.

Enforced quarantine established by the Department of Health or other competent authority for the period or such quarantine.

In the event of serious illness of the employee's spouse, minor child or parent regularly residing in the employee's residence the employee may utilize a maximum of five (5) days of sick leave accrued during the leave year for the purpose of caring for that seriously ill spouse, minor child, or parent. The Village has the right to require a physician's certificate.

No employee covered by this Agreement shall accept outside employment of any kind or nature whatsoever nor engage in any form of self-employment while on sick leave.

C. Where a verified illness of three (3) days or more occurs during a vacation, an employee may charge this time to sick leave and such time charged to sick leave shall not be charged against the employee's accrued vacation.

D. Unused sick leave shall be accumulated up to sixty (60) days for emergency paid sick leave, upon termination for any reason except retirement all sick leave shall be forfeited.

E. After an employee has banked sixty (60) days, one-half (1/2) of the unused sick leave during the year shall be added to the employee's vacation the following year, and used in said year. Banked sick leave shall not exceed a maximum of sixty (60) days.

F. Sick leave may be used for personal illness or physical incapacity that renders the employee unable to perform the duties of his position. It shall not be used if loss of work is due to outside employment, intoxication or the use of controlled substance as defined in Florida Statutes.

The Village may require a doctor's certificate in case of use of sick leave when the absence exceeds two consecutive days or three (3) days in the same week.

G.H. Upon retirement an Employee will receive one-half (1/2) all of their earned unused sick leave up to a maximum of thirty (30) days. This is to be paid at the employees' current rate of pay.

## **ARTICLE 10**

### **BENEFITS**

The Village agrees to provide health, life, worker's compensation and hospitalization insurance for all employees for the life of contract. If the employer requires an employee to receive specific training, the Village agrees to reimburse employees with more than eighteen (18) months of continuous service for 75% of the cost of job-related education. Reimbursement shall be made, within ninety (90) days, to the employee upon the successful completion of the job-related education. The employee must stay with the Village as a full time employee for six (6) months after the successful completion of the job related education or reimburse the Village upon earlier separation. The completion of the job-related education will not necessarily result in a change of employee title and/or pay grade.

## **ARTICLE 11**

### **HOURS OF WORK AND OVERTIME**

The normal "work week" shall be forty (40) hours per week, as determined by the Director of Public Works or designee. Full time Supervisors shall be guaranteed a forty (40) hour work week. In the event of conditions which may prohibit an employee from performing his/her normal tasks, the Village may assign him/her to other tasks for the period of down time.

Determination of a starting time of daily and weekly work schedules shall be posted on the bulletin board.

Every employee shall be given rest breaks not to exceed thirty (30) minutes daily: where possible the rest breaks will be divided equally one in morning and one in afternoon. However, breaks will be determined by the Director to best utilize the employees assigned to him/her. Rest period to be taken at job site. Such rest periods shall be paid for at the employee's regular rate and shall not result in lengthening his/her regular day. Every employee will receive a thirty (30) minute meal break per day.

## **ARTICLE 12**

### **BEREAVEMENT LEAVE**

Where there is a death in the immediate family of an employee, that employee shall be granted four (4) successive days for a death within the State of Florida and five (5) successive days outside the State of Florida. Immediate family is described as parents, stepparents, spouse, children, or sibling, grandparents and grandchildren. Bereavement leave will not be charged against sick leave, vacation or holiday time.

## **ARTICLE 13**

### **SAFETY AND HEALTH COMMITTEE**

The Village and the Union agree to cooperate to the fullest extent in the promotion of safety and health. The Village will make reasonable provision for the safety and health of its employees during hours of employment.

Employees will be required to use all safety equipment designated and furnished by the Village and will conform to safety regulations presented from time to time by the employer. In case any circumstances or equipment is considered unsafe, management will be notified. No employee shall be dismissed or otherwise disciplined for his/her refusal to work with unsafe tools,

materials, equipment, or under unsafe working conditions provided it is established that situations and conditions are as claimed.

The Village will provide a clean and well-ventilated and lighted work place for the employees to work in. The Village will comply with all Federal, State, and Local Laws regarding the safety and working conditions including trucks and equipment. Where unsafe and sub-standard conditions exist, the Village will correct them to the best of their ability.

#### **ARTICLE 14**

##### **DISTRICT COUNCIL #78 FINISHING TRADES INSTITUTE**

The District Council #78's FINISHING TRADES INSTITUTE is hereby established for the sole purpose of safety training and educating employees, the fund shall be governed and controlled by the Board of Trustees of District Council #78's FINISHING TRADES INSTITUTE. Terms of training shall be described in the Standards of the Training Committee(s).

1. The Employer hereby irrevocably designates as its representatives on the Board of Trustees of the International Fund (IUPAT-FTI) such Trustees as are now serving, or who will in the future serve as Employer Trustees together with their successors, as provided for in the aforesaid Trust Indenture.

(a) The Union hereby irrevocably designates as its representatives on the Board of Trustees of the International Fund (IUPAT-FTI) such Trustees as are now serving, or who will in the future serve, as Labor Trustees, together with their successors, as provided for in the aforesaid Trust Indenture.

(b) The parties hereto further agree to be bound by all actions taken by the Trustees of the International Fund (IUPAT-FTI) pursuant to the said Agreement and Declaration of Trust.

(c) The above remains effective providing that the Employer continues to be willing to contribute into this training program as provided for in future contracts. The Employer may only discontinue contributions to the Training Fund with a one hundred twenty (120) day notice to the Union and the Finishing Trades Institute via certified mail of the intent to do so.

2. All contributions shall be made at such time and in such manner as the Trustees require, and the Trustees shall have the authority to have a Certified Public Accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the FINISHING TRADES INSTITUTE Fund.

3. The Village hereby agrees to contribute three (3) cents per hour worked by the employees and remit same to the District Council (along with and in accordance with the "dues check-off" as in Article 18 A & B).

## **ARTICLE 15**

### **IN-SERVICE TRAINING**

All employees required by the Village to participate in any training and/or health and safety program shall be compensated at their regular rate or pay for the length of the program(s). Employees absent from the program(s) shall not be compensated for those hours unless assigned elsewhere by their Director. All employees required to possess a Commercial Drivers License (CDL) shall be reimbursed for the annual cost of renewal. The employee shall be required to provide the Village Public Works Director a dated receipt for said CDL for reimbursement. All

employees required to possess a Commercial Drivers License (CDL) with an "S" endorsement and drive the school bus shall receive a premium of twenty five cents (\$0.25) per hour for every hour of operation of the school bus.

## **ARTICLE 16**

### **GRIEVANCE AND ARBITRATION PROCEDURE**

In a mutual effort to promote 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 or misunderstanding between the parties arising from the application and interpretation of this Agreement. This is the only grievance procedure that can be utilized by an employee covered by this contract.

A grievance shall be defined as any dispute concerning the interpretation or application of this Agreement. The parties agree that employees are obligated to work while grievances are pending. Nothing in this Article shall be construed to prevent any employees from presenting his own grievance; up to, but not including a request for arbitration; however, the Union shall be given reasonable opportunity to be present at any meeting called for the resolution of grievances.

#### *PROCEDURE:*

Step 1- Any employee claiming a breach of any provision of this contract may refer the matter, personally and with or without the Union, in writing to the Public Works Director. The written grievance shall state the nature of the grievance, the section or the contract violated and the remedy requested. The grievance shall be presented within ten (10) calendar days of knowledge of the occurrence.

If the event(s) giving rise to the grievance occurred at a time when the employee was on annual leave, sick leave, or other authorized leave, the ten (10) day period shall commence running

immediately upon the employee's return from such authorized leave. The Union Representative may be present to represent the employee.

The Public Works Director or his designee shall respond to the grievance in writing within ten (10) days, with a copy to the Union.

STEP 2- If after ten (10) days from the date of submission to the Public Works Director or from the date of his reply, the grievance still remains unadjusted, the person presenting the grievance shall have ten (10) days to present personally or with the Union the grievance in writing to the Village Manager.

STEP 3- The Village Manager shall have fourteen (14) days in which to reply. If he does not respond within such time period or from the date of their response, the Union will have fourteen (14) days to serve notice of its intention to arbitrate the grievance for said employee. Such notice shall be in writing.

*ARBITRATION PROCEDURE:*

After the notice to arbitrate has been submitted, the parties and/or their representative shall attempt to jointly select a local arbitrator. If they are unable to agree on a local arbitrator, they shall jointly request a list of arbitrators through the American Arbitration Association.

The parties shall select an arbitrator from the list by such method as they may jointly elect; or, if they are unable to agree on such method, then by the method of alternative striking of names under which the grievant shall strike the first name objectionable to him/her and the Village shall strike a name objectionable to it. The arbitrator's decision shall be final and binding and shall be made in writing, but he shall have no power to alter, modify, amend, or add to or detract from the terms of the Contract.

The Village and the Union shall divide equally the compensation of the arbitrator and the cost of a hearing room. Parties desiring a transcript of the hearing shall bear the cost of such transcript. Any employee called as witnesses who are off-duty shall be compensated as if on-duty.

*TIME LIMITS:*

Any grievance not answered by management in the time limits provided above automatically advances to the next higher step of the Grievance Procedure. Any grievance not pursued by the employee within the time limits above will be considered abandoned.

**ARTICLE 17**

**HOLIDAYS**

A. The Village will recognize the following as paid holidays for full-time employees:

New Year's Day	Memorial Day
Washington's Birthday	Labor Day
Independence Day	Thanksgiving Day
Veteran's Day	Columbus Day
Christmas Day	Employee's Birthday
Three (3) Floating Holidays	Martin Luther King's Birthday

B. Floating holidays and employee's birthdays will not be compensated if not taken, unless non-observance within the fiscal year is due to operational necessity. Floating holidays off must be approved in advance by the Public Works Director. Employees shall only be eligible to take floating holidays or birthday only after one (1) year.

C. When a holiday falls on Saturday it will be observed the preceding Friday, and when the holiday falls on Sunday, it will be observed on the following Monday.

D. Employee must work day before and day after a holiday in order to get paid holiday pay. When holidays fall on vacation, a vacation day will not be counted.

## **ARTICLE 18**

### **DUES DEDUCTION**

A. Upon receipt or a voluntary written individual notice from any of its employees on a form provided by the Union the Village will deduct from the pay due such employee those dues and assessments to be designated by the employee. The amounts will be payable to the Union on the tenth (10<sup>th</sup>) day of each month.

B. The Union agrees to indemnify and hold the Village harmless against any and all claims, suits, orders and judgments brought and issued against the Village as a result of any action or not taken by the Village under the provision of this article.

## **ARTICLE 19**

### **SENIORITY**

Seniority, when applicable, shall be defined as the continuous length of the employment of the employee with the Employer from the date he/she achieved permanent status.

All promotions and permanent transfers shall be made on the basis of seniority, but the qualifications of fitness and ability of an employee to do the work shall govern. The Employer shall notify the steward of disqualification of a senior employee through operation of this article.

The Village agrees that it will supply the Union names of the permanent employees covered by the Agreement, together with their hiring date at the end of each pay period in which the new employee becomes permanent. The Village will keep a seniority list currently up-to-date and will

furnish a copy of the current list to the Union at the end of each three (3) month period, if requested.

Temporary employees designated as such at time of hire, hired for up to one hundred eighty (180) calendar days will not accrue seniority. If employed more than one hundred eighty (180) calendar days, he/she will be designated a permanent employee, commencing with the one hundred eighty-first (181) day of employment.

A new hire will be on probation status for one hundred eighty (180) calendar days. During such one hundred eighty (180) day period, the Village may terminate the said employee for any reasons it sees fit. Upon completion of the probationary period, the employee will become a permanent employee entitled to full benefits under the Agreement.

An employee disqualified during a probationary period will not have access to the grievance procedure.

### **SCHEDULING**

For scheduling purposes, the Assistant Director shall have seniority rights over and above longevity. Only then will longevity prevail as it relates to Seniority.

### **ARTICLE 20**

#### **MILITARY LEAVE**

*Military Leave for Training.* Annual military leave due to the request of the armed forces to fulfill regular military duties, field training, and/or emergency military obligations, and not exceeding seventeen (17) working days in one (1) calendar year shall be provided to members. All employee benefits, including pay, shall continue at the same rate during annual military leave. Upon return from annual military leave, the members shall return to the same position

held prior to taking leave. Any member with temporary status shall be allowed to return to the position held prior to military leave provided the position has not been eliminated during the leave.

*Military Leave for Active Duty.* Members in the Armed Forces Reserve or the National Guard having been called to active duty, shall be granted leave of absence from their respective duties to perform active military service with the first thirty (30) days of any such leave of absence to be with full pay.

*Military Leave Without Pay.* A military leave of absence without pay shall be granted according to State and Federal law and regulation. Members shall be entitled to retain and accrue benefits tied to seniority. Upon reinstatement as provided by law, the member shall be credited with all unused sick and annual leave available at the beginning of the leave.

## **ARTICLE 21**

### **LAYOFF**

When and if the Village decides to reduce the number of employees within a given classification in any department, employees shall be laid off in the following order:

- A. Temporary or Part-time employees
- B. Probationary employees.
- C. Permanent employees.

Permanent employees within a classification will be laid off in a department in the inverse order of their seniority if they have equal skill, ability and performance evaluations.

If an employee is promoted to another classification and fails to perform satisfactorily, and management decides to demote said employee, the employee shall have the right to return to their previous position.

## **ARTICLE 22**

### **PROMOTIONS**

All promotions and vacancies, within the bargaining unit for regular employment, will be posted by the Village on a bulletin board. Notice shall include the job classification, rate of pay, work locations, and the nature of the job requirements. Such posting shall be for a period of not less than ten (10) days exclusive or Saturday, Sunday and observed legal holidays. A copy of the notice shall also be sent to the business manager or the Union or designee.

## **ARTICLE 23**

### **TERMINATION OF EMPLOYMENT**

An employee who has completed one hundred eighty (180) calendar days of continuous service shall not thereafter be discharged except for just cause. Employees on a paid leave of absence shall be deemed to be in continuous service. Employees who have not completed such period of employment may be discharged without recourse and shall not be subject to the grievance procedure herein nor otherwise challengeable under any other provision of this agreement.

It is agreed that an employee whom the Village determines to have committed any of the acts listed below shall be cause for immediate termination. This paragraph shall not be construed so as to require the Village to terminate an employee when it is determined by the Village that other disciplinary action may be more appropriate.

Selling, using, being under the influence of or in possession of controlled substances, intoxicants, drugs, or hallucinatory agents during working hours or reporting for work in such conditions. Defacing, destroying, or otherwise doing harm to Village property. Provided that the terms defacing, destroying, and/or harming as used herein shall not be construed to mean actions of an

employee which are considered part of his/her normal work responsibilities nor any damages resulting therefore. Stealing, dishonesty/fraud, misconduct, workplace violence, willful neglect towards safety, insubordination or willful neglect of duty.

*Corrective measures:*

Employees who are terminated for reasons other than the types of reasons described above shall be provided with the sequence of corrective measures as provided below:

- A. First Offense-oral warning-no less than one (1) oral warning shall be required provided that additional oral warnings may be used at the Village's discretion.
- B. Second Offense-written warning and/or written reprimand if within twelve (12) working months of first offense.
- C. Third Offense-suspension by the Public Works Director, without pay, for no more than five (5) days. Leave time may not be substituted for suspension time.
- D. Fourth Offense-termination.

Correction measures taken under (A) through (D) above shall be taken for sufficient reason(s) and just cause. In the event an employee is not terminated within one hundred eighty (180) days after either (A), (B), and/or (C) above, a notice will be placed in the employee's file stating that termination was not necessary for the infraction giving rise to the actions of (A), (B), and/or (C).

**ARTICLE 24**

**LEAVES OF ABSENCE**

Leaves of absence without pay for a period of time not to exceed thirty (30) days may be granted for any reasonable purpose by the Village Manager. Such leaves may be renewed or extended only upon request to the Village Manager.

## **ARTICLE 25**

### **JURY DUTY**

If an employee is called to jury duty, except for any action in which he/she is a party, the employee shall receive his/her regular salary calculated at the employee's straight time. Employee shall provide written notice from Court Clerk upon his return as to his/her attendance.

## **ARTICLE 26**

### **GENERAL SAVINGS CLAUSE**

If any Article of this Agreement should be held invalid by operation of law or by any court of competent jurisdiction or if compliance with or enforcement of any Article should be restrained by such Article to persons or circumstances other than those to which it has been invalid or as to which compliance with or enforcement of has been restrained, shall not be effected hereby. In the event that any Article is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of either party, for the purpose of arriving at a mutually satisfactory replacement for such Article during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement within six (6) days after beginning of the period of invalidity or restraining, either party shall be permitted all legal recourse in support of its demands notwithstanding any provision in this Agreement to the contrary.

**ARTICLE 27**

**REOPENER**

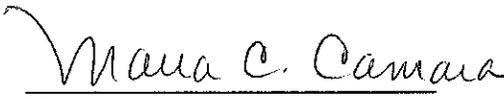
This Agreement shall be in effect from October 1, 2010 through September 30, 2013.

The Village, at its sole discretion may reopen this Agreement for the purpose of re-negotiating and modification of salaries and all benefits therein, when a new Federal or State Legislation, regulation or constitutional amendments create an economic hardship on the Village in implementing the terms of this Agreement. In such case, the parties, at the Village's request, shall promptly meet to negotiate such new provisions as would alleviate the hardship upon the Village.

Entered into by the parties on this 12<sup>th</sup> day of April, 2011

Village of Biscayne Park

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Village Clerk

  
\_\_\_\_\_  
John J. Hearn, Village Attorney

\_\_\_\_\_  
Tim Maitland - IUPAT DC78 BMST

  
\_\_\_\_\_  
Steve Hall - Business Agent