

RESOLUTION NO. 2019-

A RESOLUTION OF THE VILLAGE OF PINECREST, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE COLLECTIVE BARGAINING AGREEMENT WITH THE DADE COUNTY POLICE BENEVOLENT ASSOCIATION (POLICE SERGEANTS' UNIT) AS RATIFIED BY MEMBERS OF THE COLLECTIVE BARGAINING UNIT AND EXPIRING SEPTEMBER 30, 2022; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PINECREST, FLORIDA, AS FOLLOWS:

Section 1. That the Village Manager is hereby authorized to execute the attached Collective Bargaining Agreement, between the Village and the Dade County Police Benevolent Association (Police Sergeants' Unit), as ratified by a vote of the members of the collective bargaining unit, with said agreement expiring on September 30, 2022.

Section 2. This resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this 15th day of October, 2019.

Joseph M. Corradino, Mayor

Attest:

Guido H. Inguanzo, Jr., CMC
Village Clerk

Approved as to Form and Legal Sufficiency:

Mitchell Bierman
Village Attorney

Consent Agenda

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VILLAGE OF PINECREST

AGREEMENT

BETWEEN

THE VILLAGE OF PINECREST

AND

DADE COUNTY POLICE BENEVOLENT ASSOCIATION

(Police Sergeants' Unit)

10/01/19 - 09/30/22

TABLE OF CONTENTS

ARTICLE 1: Preamble	1
ARTICLE 2: Recognition	2
ARTICLE 3: Management Rights	3
ARTICLE 4: No Strike	6
ARTICLE 5: Non-Discrimination	8
ARTICLE 6: Due Deductions	9
ARTICLE 7: PBA Representation	11
ARTICLE 8: PBA Business	13
ARTICLE 9: Legal Representation	14
ARTICLE 10: Rules, Directives and Personnel Policies	15
ARTICLE 11: Grievance and Arbitration Procedure	16
ARTICLE 12: Wages and Retirement	21
ARTICLE 13: Court Time/Call Back	24
ARTICLE 14: Personnel Records	26
ARTICLE 15: Leave of Absence	27
ARTICLE 16: Off-Duty Police Work	28
ARTICLE 17: Scheduling of Vacations and Shifts	29
ARTICLE 18: Lay-Off and Re-Employment	30
ARTICLE 19: Transfers	31
ARTICLE 20: Vehicles	32
ARTICLE 21: Discipline	33

ARTICLE 22: Bereavement Leave	34
ARTICLE 23: Group Insurance	35
ARTICLE 24: Uniforms and Equipment	36
ARTICLE 25: Holidays	38
ARTICLE 26: Hours of Work and Overtime	40
ARTICLE 27: Sick Leave	41
ARTICLE 28: Annual Leave / Vacation	42
ARTICLE 29: Educational Benefit	43
ARTICLE 30: Drug and Alcohol Policy	44
ARTICLE 31: Severability and Prohibition Against Re-Opening of Negotiations	45
ARTICLE 32: Term of Agreement	46

ARTICLE 1

Preamble

This agreement is entered between the VILLAGE OF PINECREST, a Florida Municipal Corporation, hereinafter referred to as “the Village” or “Village” or “Employer” and the DADE COUNTY POLICE BENEVOLENT ASSOCIATION, hereinafter referred to as “PBA” or “Association.”

ARTICLE 2

Recognition

The Village recognizes the PBA as the exclusive bargaining agent for the purpose of collective bargaining with respect to wages, hours and other conditions of employment for those employees included within the certified bargaining unit described in PERC Certification No. 1849 (September 11, 2014).

Included: Sergeant.

Excluded: All other Department employees.

ARTICLE 3

Management Rights

3.1 The PBA 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 the right:

(a) To hire, promote, transfer, schedule, train, assign and retain employees in positions with the Village and to establish procedures therefore;

(b) To suspend, demote, discharge, or take other disciplinary action against employees consistent with Article 21 of this agreement;

(c) To maintain the efficiency of the operations of the Police Department;

(d) 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;

(e) To determine the number of all employees who shall be employed by the Village, the job description, activities, and assignments of all employees;

(f) 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, and to lay off employees due to lack of work or funds;

(g) To set its own standards for services to be offered to the public;

(h) To determine the location, methods, means and personnel by which operations are to be conducted;

(i) To determine what uniforms the employees are required to wear while on duty;

(j) To set procedures and standards to evaluate Village employees' job performance;

- (k) To establish, change, or modify duties, tasks, responsibilities, or requirements;
- (l) To determine internal security practices;
- (m) To introduce new or improved services or, maintenance procedures;
- (n) To control the use of equipment and property of the Village;
- (o) To formulate, amend, revise and implement Village and departmental policy, procedures, rules and regulations;
- (p) To determine the allocation and content of job classifications, and determine all training parameters for all Village positions, including the extent and frequency of training;
- (q) To merge, consolidate, expand, curtail or discontinue operations, temporarily or permanently, in whole or in part, whenever in the sole discretion of the Village good business judgment makes such curtailment or discontinuance advisable;
- (r) To determine the services to be provided to the public, and the maintenance procedures, materials, facilities, and equipment to be used, and to introduce new or improved services, maintenance procedures, materials, facilities and equipment;
- (s) To take whatever action may be necessary to carry out the mission and responsibility of the Village in unusual and/or emergency situations;
- (t) To maintain the efficiency of the operations of all departments of the Village.

3.2 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.

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

3.4 The above rights of the Village are not all-inclusive but indicate the type of matters or rights which belong to and are inherent in the Village in its general capacity as a governmental entity. Any of the rights, powers, and authority that the Village had before entering into this collective bargaining agreement is retained by the Village, except as specifically abridged, delegated, granted or modified by this agreement.

3.5 If the Village fails to exercise any one or more of the above functions from time to time, this will not be deemed a waiver of the Village's right to exercise any or all of such functions.

3.6 Nothing in this Article shall be interpreted to waive PBA's rights to bargain as established by law.

ARTICLE 4

No Strike

4.1 “Strike” means the concerted failure to report for duty, the concerted absence of employees from their positions, the concerted stoppage of work, the concerted submission of resignations, the concerted abstinence, in whole or in part, by any group of employees from the full and faithful performance of their duties of employment with the Village, participation in a deliberate and concerted course of conduct which adversely affects the services of the Village, picketing or demonstrating in furtherance of a work stoppage, either during the term of or after the expiration of a collective bargaining agreement.

4.2 Neither the PBA, nor any of its officers, agents and members, nor any employee organization members, covered by this agreement, will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sick-out, concerted stoppage of work, illegal picketing, or any other interruption of the operations of the Village.

4.3 Each employee who holds a position with the PBA occupies a position of special trust and responsibility in maintaining and bringing about compliance with this Article and the strike prohibition in Section 447.505, Florida Statutes and the Constitution of the State of Florida, Article 1, Section 6. Accordingly, the PBA, its officers, stewards, representatives and members agree that it is their continuing obligation and responsibility to maintain compliance with this Article and the law, including their responsibility to abide by the provisions of this Article and the law by remaining at work during any interruption; and their responsibility, in event of breach of this Article or the law by other employees and upon the request of the Village, to encourage and direct employees violating this Article or the law to return to work, and to disavow the strike.

4.4 The Village agrees to adhere to the provisions of Chapter 447, Florida Statutes, regarding the prohibition on lockouts.

ARTICLE 5

Non-Discrimination

5.1 The Village and the PBA agree not to discriminate against any employee covered by this agreement because of age, sex, marital status, race, color, creed, national origin, religious affiliation, physical handicap or disability or sexual orientation.

5.2 The parties agree not to interfere with the rights of employees to become members of the PBA, or to refrain from such activities and that there shall be no discrimination, interference, restrain or coercion by the parties against any employee because of membership or non-membership.

ARTICLE 6

Dues Deductions

6.1 PBA members may authorize payroll deductions for purpose of paying PBA dues. Any member of the PBA who has submitted a properly executed dues deduction form to the Village Manager or his/her designee may have his/her membership dues in the PBA deducted from his/her wages. No authorization shall be allowed for payment of initiation fees, assessments, or fines. Payroll deductions shall be revocable at any time upon request by the employee to the Village and to the PBA in writing. The payroll deduction cancellation shall be effective thirty (30) days after receipt of notice of revocation.

6.2 Dues deducted shall be deducted each pay period and transmitted to the PBA on a monthly basis, accompanied by a list of those employees' name whose dues are included.

6.3 It shall be the responsibility of the PBA to notify the Village Manager or his/her designee, in writing of any change in the amount of dues to be deducted at least thirty (30) days in advance of said change.

6.4 The PBA shall indemnify, defend 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 taken or not taken by the Village under the provisions of this Article.

6.5 The employee's earnings must be regularly sufficient, after other legal and required deductions are made, to cover the amount of appropriate PBA dues. When a member is in a non-pay status for an entire pay period, no dues deduction from future earnings may be made to cover that pay period. In the case of an employee who is in non-pay status during only part of the pay period, if available wages are not sufficient to cover the full dues deduction, no

deduction shall be made. In this connection all legally required deductions have priority over dues.

ARTICLE 7

PBA Representation

7.1 Neither party in negotiations shall have any control over the selections of the negotiating or bargaining representative of the other party. The bargaining committee of the PBA shall consist of at least two (2) individuals who must be members of the Pinecrest bargaining unit. The Parties will furnish to each other a written list of their respective bargaining committees, prior to the first bargaining session, and will substitute changes thereto in writing to the Village. The Village agrees to allow the two (2) employee/committee members to attend bargaining sessions on duty after notifying the Police Chief, so long as the attendance does not unduly disrupt departmental operations.

7.2 The PBA agrees that there shall be no solicitation of Village employees for membership in the PBA, signing up of members, collection of initiation fees, dues or assessments, meetings, distribution of PBA or affiliated PBA literature or any other business activity of the PBA on Village time and during the working hours of Village employees.

7.3 The Village and the PBA agree that there will be no collective bargaining negotiations attempted or entered into between any persons other than the Village Manager and/or his/her designees and designated representatives of the Association.

7.4 Off-duty time spent on negotiations or grievances shall not be deemed "hours worked" as defined by FLSA, nor shall such time be accrued toward overtime in any employee's work day or workweek.

7.5 After securing permission from the Police Chief or his/her designee, PBA representatives and agents may be permitted to discuss PBA grievances with members during

their duty hours provided such discussions shall not interfere with the performance of the member's duties and service to the community, as determined by the Police Chief.

ARTICLE 8

PBA Business

8.1 The Village shall provide PBA with space in a mutually agreeable location for a locking bulletin board. The bulletin board authorized by this agreement for exclusive use by the PBA may be used for posting information relevant to bargaining unit members, however under no circumstances shall the Association tender for posting any notice tending to, directly or indirectly, disparage any elected or appointed official or employee of the Village.

8.2 In the event any unauthorized material is posted on the bulletin board, it shall be promptly removed by the Union President, or his/her designee, upon notification by the Village Manager or his/her designee.

8.3 All costs in preparing and posting of PBA notices shall be borne by the PBA.

ARTICLE 9

Legal Representation

9.1 Whenever a civil suit in tort and/or criminal action 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/her employment, the Village will 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.

9.2 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 10

Rules, Directives and Personnel Policies

10.1 The parties agree that the Village may promulgate rules, regulations, and procedures which are not in conflict with the provisions of this agreement. Further, the parties agree that the Department will promulgate the Department General Orders, the Village's Employees Policies and Procedures Manual and other manuals, rules, policies, or directives which are deemed appropriate by the Chief and which are not in conflict with the provisions of this agreement. Nothing in this Article shall be interpreted to waive PBA's right to bargain as established by law.

10.2 The Village shall provide a copy of the above documents to the PBA at no cost at least thirty (30) days prior to implementation.

10.3 In the event of any conflict between the terms of this agreement and any rules, regulations, procedures, Department General Orders, the Village's Employees Policies and Procedures Manual or other manuals, rules, policies or directive, this collective bargaining agreement shall supersede to the effect that the inconsistent terms and conditions of this negotiated agreement, if any, shall control.

ARTICLE 11

Grievance and Arbitration Procedure

11.1 In a mutual effort to provide a harmonious working relationship between the parties to this agreement, it is agreed and understood that there shall be a procedure for the resolution of grievances between the parties and that such procedures shall cover grievances involving the application or interpretation of this agreement.

11.2 Time is considered to be of the essence for purposes of this Article. Accordingly, any grievance not submitted or processed by the grieving party in accordance with the time limits provided below shall be considered conclusively abandoned. Any grievance not answered by the Village within the time limits provided below will automatically advance to the next higher step of the grievance procedure. Time limits may be extended only by written mutual consent of the parties.

11.3 Grievances shall be presented in the following manner:

Step 1: In the event an employee covered by this agreement believes that there is a basis for a grievance, as that term is defined above, he/she may, within fourteen (14) days of the events which gave rise to the alleged grievance, reduce the grievance to writing and submit it to the Shift Sergeant. The grievance shall be signed by the employee and shall state; (a) the date of the alleged events which gave rise to the grievance; (b) the specific Article or Articles and paragraphs of this agreement allegedly violated; (c) statement of fact pertaining to or giving rise to the alleged grievance; and (d) the specific relief requested. The Shift Sergeant

shall, within fourteen (14) days after presentation of the grievance, render his/her decision on the grievance in writing.

Step 2: If the grievance is not resolved at Step 1, or if no written disposition is made within the Step 1 time limits, he/she shall have the right to appeal the Step 1 decision to the Chief of Police or his/her designee within fourteen (14) days of the due date of the Step 1 response. Such appeal must be accompanied by a copy of the original written grievance, and the written decision of the Shift Sergeant, if provided, together with a signed request from the employee requesting that the Step 1 decision be reversed or modified. The Chief of Police or his/her designee may conduct a meeting with the grievant and his/her PBA representative, if agreed-upon by the parties. The Chief of Police or his/her designee shall, within fourteen (14) days after the presentation of the grievance (or meeting, if conducted), render his/her decision on the grievance in writing to the aggrieved employee and the PBA.

Step 3: If the grievance is not resolved at Step 2, or if no written disposition is made within the Step 2 time limits, he/she shall have the right to appeal the Step 2 decision to the Village Manager or his/her designee within fourteen (14) days of the date of the issuance of the Step 2 decision. Such appeal must be accompanied by the filing of a copy of the original written grievance, and the

written decision of the Chief of Police, together with a request signed by the employee or their representative requesting that the Step 2 decision be reversed or modified. The Village Manager or his/her designee may conduct a meeting with the grievant and his/her PBA representative, if agreed upon by the parties. The Village Manager or his/her designee shall, within twenty-one (21) working days after the presentation of the grievance (or meeting, if conducted), render his/her decision in writing to the aggrieved employee and the PBA.

11.4 Where a grievance is general in nature in that it applies to a number of employees rather than a single employee, or if the grievance is directly between the PBA and the Village, such grievance shall be presented in writing directly to the Police Chief within fourteen (14) days of the occurrence of the event(s) which gave rise to the grievance. The grievance shall be in writing and shall be signed by the aggrieved employees or by the PBA representative. The written grievance shall contain the detailed information set forth in Step 1 above. Any further processing of such grievances shall adhere to Step 3 of this agreement.

11.5 In the event a grievance processed through the grievance procedure has not been resolved at Step 3 above, either party may request that the grievance be submitted to arbitration within fourteen (14) working days after the Village Manager renders a written decision on the grievance. The arbitrator may be any impartial person mutually agreed upon by and between the parties. The party requesting arbitration shall request the Federal Mediation and Conciliation Service to furnish a panel of seven (7) names from which each party shall have the option of striking three (3) names in alternating fashion, thus leaving the seventh (7th), which will give a

neutral or impartial arbitrator. In all cases the party requesting arbitration will strike first. Each party may reject two (2) panels.

11.6 Any grievance filed without the assistance of the PBA may proceed to Step 3, however only the PBA shall have the authority to authorize that a grievance proceed to arbitration. Such authorization must be in writing to the Village.

11.7 The Village and the employee (or the employee with the PBA's assistance) shall mutually agree in writing as to the statement of the grievance to be arbitrated prior to the arbitration hearing and the arbitrator, thereafter, shall confine his/her decision to the particular grievance thus specified. In the event the parties fail to agree on the statement of the grievance to be submitted to the arbitrator, the arbitrator will confine his/her consideration and determination to the written statement of the grievance presented in Step 1 of the grievance procedure. The arbitrator shall have no authority to substitute his/her judgment for that of management and/or 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 or which is not a grievance as defined in this agreement; nor shall this collective bargaining agreement be construed by the arbitrator to supersede applicable state and federal laws and Village ordinances, except to the extent as specifically provided herein.

11.8 The arbitrator may not issue declaratory opinions and shall confine himself/herself exclusively to the question which is presented to him/her, which question must be actual and existing. The party filing the grievance and requesting arbitration shall, at all times, have the burden of proving his/her grievance by a preponderance of the evidence (i.e. proving by a preponderance standard that a specific provision of the agreement was violated).

It is understood and agreed that this applies only in non-disciplinary grievances. Disciplinary grievances are governed by Article 21 (Discipline) of this agreement.

11.8 Each party shall bear the expense of its own witnesses and of its own representatives for purposes of the arbitration hearing. The impartial arbitrator's fee and related expense and expenses of obtaining a hearing room, if any, shall be equally divided between the parties. Any party desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share the cost.

11.9 Except to the extent that such award is contrary to law or the provisions of this collective bargaining agreement, the arbitrator's award shall be final and binding on the parties. Either party may, however, seek review of the arbitrator's award in the Circuit Court, in accordance with Chapter 682, Florida Statutes.

11.10 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 before the issuance of an arbitration award shall not constitute a precedent or an admission that the agreement has been violated.

ARTICLE 12

Wages and Retirement

12.1 For fiscal year 2019-2020, employees covered by this agreement who were employed on or before October 1, 2019 shall receive 1.695% across-the-board salary adjustment, effective to October 1, 2019.

12.2 For fiscal year 2020-2021, employees covered by this agreement shall receive a 1.695% across-the-board salary adjustment, effective October 1, 2020.

12.3 For fiscal year 2021-2022, employees covered by this agreement shall receive a 1.695% across-the-board salary adjustment, effective October 1, 2021.

12.4 As reflected in the pay chart below, for Fiscal Year 2019-2020, a base pay schedule with 12 levels will be created. During Fiscal Year 2019-2020, on the employee's anniversary, each employee will be assigned to the level nearest to, but not less than, his or her current pay after the October 1, 2019, across-the-board increase is applied. For Fiscal Year 2020-2021 and Fiscal Year 2021-2022, on each employee's anniversary date, his or her base pay will be increased to the next highest Pay Step, if his or her performance has been satisfactory. Any such merit step increase shall not exceed the maximum pay as established for the pay grade. The merit step increases in Fiscal Year 2020-2021 and 2021-2022 will be applied after the 1.695% across-the-board increases are applied.

Neither the across-the-board increases nor the merit step increases could cause the maximum amount of the pay grade to increase.

STEP	2019-2020 STEPS	2020-2021 STEPS	2021-2022 STEPS
1	\$68,473.60	\$69,634.24	\$70,814.56
2	\$70,698.99	\$71,897.36	\$73,116.03
3	\$72,996.71	\$74,234.02	\$75,492.30
4	\$75,369.10	\$76,646.63	\$77,945.80
5	\$77,818.60	\$79,137.64	\$80,479.04
6	\$80,347.70	\$81,709.61	\$83,094.61
7	\$82,959.00	\$84,365.17	\$85,795.18
8	\$85,655.17	\$87,107.04	\$88,583.52
9	\$88,438.96	\$89,938.02	\$91,462.49
10	\$91,313.23	\$92,861.01	\$94,435.02
11	\$94,280.91	\$95,878.99	\$97,504.15
12	\$101,340.93	\$103,058.68	\$104,805.54

12.5 Performance evaluations shall continue to be conducted pursuant to Rule 5.4 of the Village's Employees Policies and Procedures Manual.

12.6 It is specifically agreed and understood by the parties that the above salary adjustment provisions contained in Paragraphs 1 through 3 of this Article are negotiated only for the three (3) year term of this collective bargaining agreement and that there shall be no continued right to any salary adjustments occurring after September 30, 2022 other than movement to higher steps on a bargaining unit member's anniversary date upon satisfactory performance.

12.7 Bargaining unit employees who are assigned to Field Training Officer (FTO) duties by the Police Chief shall continue to receive the additional \$2.00 per hour for each hour they actually perform FTO duties.

12.8 The Village joined the Florida Retirement System for sergeants covered by this agreement, and the Village of Pinecrest ICMA 401(a) Money Purchase Plan was closed to new sergeant participants on that date. All employees covered by this agreement who are hired on or

after the effective date of the Florida Retirement System in the Village, shall become compulsory members of the Florida Retirement System, and shall not be eligible to participate in the Village of Pinecrest ICMA 401(a) Money Purchase Plan.

12.9 LONGEVITY PAY: The following schedule of longevity payments for all members of the bargaining unit employed in the department by the date of ratification of this agreement shall be:

After 5 years, but less than 10 years:	\$1,000.00 annually
After 10 years, but less than 15 years:	\$1,500.00 annually
After 15 years, but less than 20 years:	\$2,000.00 annually
After 20 years:	\$2,500.00 annually

The longevity bonus payments to be made in a lump sum in that pay period in which the employee's anniversary date falls.

12.10 Employees assigned to the morning shift (A shift) shall not receive a shift differential under any circumstances. Effective upon ratification of this agreement by the parties, sergeants assigned to the afternoon shift (B shift) pursuant to bid shall receive an increase to their base salary of \$1.00 an hour. Effective upon ratification of this agreement by the parties, sergeants assigned to the midnight shift (C shift) pursuant to bid shall receive an increase to their base salary of \$1.50 an hour.

12.11 Effective Fiscal Year 2021-2022, the maximum of the sergeant salary range shall increase to \$ \$104,805.54 a year.

ARTICLE 13

Court Time/Call Back

13.1 Court Time

(a) Sergeants required to attend court in connection with their official duty during scheduled off-duty hours shall be compensated for all hours during which his/her attendance is required at the applicable rate of pay (straight time or overtime).

(b) The sergeant will be paid a minimum of four (4) hours pay for an off-duty court appearance except when the off-duty appearance is contiguous with the beginning or ending of the employee's scheduled tour of duty.

(c) Multiple court appearances in the same calendar day shall be credited separately or as one continuous appearance, whichever is least expensive to the Department.

(d) Whenever a sergeant is subpoenaed for criminal trial, he/she will place themselves on standby with the victim/witness coordinator at the State Attorney's Office. It will be the sergeant's responsibility to check on the status of the case no later than the day prior to the actual trial date. Standby shall not be compensable, but in the event the case goes to trial and the sergeant is called to appear, he/she shall be compensated as described in this rule.

(e) Pay for witness fees shall be returned to the Village.

(f) Employees may be permitted to accrue compensatory time for off-duty court appearances in lieu of cash payments.

13.2 Call Back

If an employee is called back to work at a time outside normal working hours, and at least three (3) hours before the beginning of the shift and one (1) hour after the end of the shift, the employee shall be paid for the actual time worked or a minimum of three (3) hours, whichever is

greater. However, an employee who has not worked a forty (40) hour work-week will be compensated for the call back at straight time up to forty (40) hours and then compensated at time and one-half for all time over forty (40) hours.

ARTICLE 14

Personnel Records

14.1 Upon reasonable request, an employee may review his/her personnel records. The member shall have the right to make duplicate copies of this record for his/her use, at no cost to the employee and the Village agrees that no personnel records of the member shall be concealed from the member's inspection.

14.2 A letter/memo which is initiated by the employer should be initialed by the employee concerned before placement in the employee's file/record to indicate the employee saw it.

14.3 Employees covered by this agreement shall have the right to file a written response to any document which is placed in the employee's official personnel file. At the employee's request, any such written response shall be included in the employee's official personnel file together with the document against which it is directed.

14.4 To the extent permitted by law and in order to protect the privacy and promote the safety of individual sergeants, the Village agrees not to directly or indirectly furnish the news media or the public with any employee's home address, telephone number, photograph, and/or personnel records without his/her consent.

ARTICLE 15

Leave of Absence

15.1 Leave of absence without pay may be granted pursuant to Rule 4.7 of the Village's Employees Policies and Procedures Manual.

15.2 Military leave shall be granted pursuant to Chapter 115, Florida Statutes, and Rule 4.6(c) of the Village's Employees Policies and Procedures Manual.

ARTICLE 16

Off-Duty Police Work

16.1 Off-duty police work as authorized by the Chief of Police shall be compensated at the hourly rate of forty-three and 20/100th (\$43.20) dollars with a minimum of three (3) hours pay for each such off-duty work assignment. The Village may adjust such rate upwards to remain competitive with other departments. However, any and all off-duty police work assigned to a sergeant that does not require his/her exercise of any supervisory skills and/or job duties, shall be compensated at the contractual hourly wage rate afforded police officers under the then current collective bargaining agreement between the Village and IUPA Local 6011. It is further agreed that sergeants shall not be bypassed for off-duty police work assignments based solely upon their status as sergeants employed by the Department.

16.2 Off-duty employees will guarantee a minimum employment period of three (3) hours off-duty work for each assignment requested of the Department (work assignments can be split between sergeants), except for school traffic details, for which sergeants shall be guaranteed a minimum period of two (2) hours of off-duty work for each such assignment.

16.3 Personnel 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.

16.4 Assignments of off-duty work shall be made pursuant to directives issued by the Police Chief.

16.5 Off-duty police work, if paid directly to the employee by the Village, shall be considered compensation-wages under the Florida Retirement Systems.

ARTICLE 17

Scheduling of Vacations and Shifts

17.1 The Police Chief (or his designee) shall obtain annual vacation leave bids from members and will publish a vacation calendar with due consideration to the needs of the Village, wishes of the member, and seniority. The Police Chief's approval of the vacation calendar shall be final. Except in the event of an unforeseen emergency, all requests for vacation corresponding with the approved vacation calendar shall be granted. Request for vacation leave not previously approved on the vacation calendar shall be on a first come basis and granted at the sole discretion of the Police Chief (or his designee). A two-week advance notification is required for all vacation leave requests lasting longer than one (1) day, except in the case of an emergency.

17.2 Shift selection shall be governed by procedures established by the Police Chief (or his designee), and based on seniority, except that members in specialized assignments will select first for operational necessity as determined by the Police Chief.

ARTICLE 18

Lay-Off and Re-Employment

18.1 A Layoff List will contain the names of former employees who were separated in good standing from a position because of lack of work, lack of funds, or from positions abolished as a result of departmental reorganization or for like reasons. The employee's name shall be maintained on such list for a period of two years.

18.2 Any employee may be laid off whenever such action becomes necessary by reasons of shortage of work or funds, the abolishing of a position or because of changes in organization. No employee shall be laid off when there are temporary or provisional employees serving in the same class or lower class for which the employee is eligible, able and willing to fill. The names of employees laid off for any of the above reasons shall be placed on a layoff list for a period of two years. If the position is re-created within this period, the employee shall be given the opportunity for re-appointment.

18.3 Employees shall be laid off in the inverse order of seniority.

ARTICLE 19

Transfers

19.1 Transfer issues shall be administered in accordance with Rule 6.4(f) of the Village's Employees Policies and Procedures Manual.

19.2 The work schedule shall be posted at least twenty-eight (28) days in advance of the start of the new schedule, and may be changed by the Chief or his designee if necessary for operational reasons. Overtime will be scheduled a week in advance unless an emergency arises.

ARTICLE 20

Vehicles

20.1 No employee covered by this agreement shall be required to operate any vehicle or equipment in an unsafe operating condition. However, the determination of whether a vehicle or piece of equipment is “unsafe” shall be made only by the Chief of Police, or his designee. Otherwise, said vehicle or piece of equipment must continue to be operated by the employee.

20.2 Effective upon ratification of this agreement by the parties, employees covered by this agreement shall receive a vehicle transportation allowance of \$250 per month, payable on the first (1st) of each month. Effective October 1, 2016, employees covered by this agreement shall receive a vehicle transportation allowance of \$350 per month, payable on the first (1st) of each month. K-9 sergeants are not eligible for the vehicle transportation allowance.

ARTICLE 21

Discipline

21.1 The PBA understands and agrees that employees covered by this agreement are at-will employees, who may be discharged, suspended, demoted or otherwise disciplined in the sole discretion of the Village, consistent with Rule 8.5 and 8.6 of the Village's Employees Policies and Procedures Manual, as may be amended from time to time by the Village, except as modified in Sections 21.2 and 21.3.

21.2 Members covered by this agreement who have completed two (2) years of continuous service with the Village from the date of hire or two (2) years from the date of certification for Police Cadets, may only be disciplined for just cause. It is understood and agreed by the parties that suspensions of less than forty (40) hours, written advisories and verbal counselings shall be governed by Rule 8.5 and 8.6 of the Village's Employee Policies and Procedures Manual.

21.3 Members obtaining "just cause" standard and facing disciplinary action of a suspension of forty (40) or more hours, demotion or discharge shall have the right to utilize the grievance procedure set forth in Article 11 starting at Step 2 through arbitration.

ARTICLE 22

Bereavement Leave

22.1 Upon request, employees shall be granted time off with pay not to exceed four (4) consecutive work days in the event of a death in their immediate family. The employee's immediate family shall be defined as the employee's spouse, father, mother, step-parents, natural, step and adopted children, brother, sister, father-in-law, mother-in-law, grandparents, grandchildren, brother-in-law, sister-in-law, and domestic partner (including all "in-law" relationships specified herein of the domestic partner). With approval by the Village Manager, additional time off may be granted but shall be charged to vacation. Proof of death in the form of a death certificate, obituary, memorial folder or other documentation confirming the death must be provided with the bereavement leave request as soon as practicable after the death. The employee shall indicate on the request for bereavement leave the name of the deceased and the relationship of the deceased to the employee. The supervisor approving the bereavement leave shall be responsible for the collection of required documentation. All bereavement leave is to be taken on consecutive work days and must start no later than five days after the death occurs.

ARTICLE 23

Group Insurance

23.1 All full-time sergeants are eligible for coverage under the Village's group insurance plan, pursuant to the provisions of Rule 5.1 of the Village's Employees Policies and Procedures Manual.

23.2 Effective Fiscal Year 2019-2020, the Village agrees to pay a maximum of \$1,000 per month per employee for group health insurance (health, dental, short-term disability, long-term disability, accidental death and dismemberment and life). Any premium payments/costs of any kind which exceed the previously mentioned \$1,000 shall be paid in their entirety by the employee.

23.3 Any increases in premium payments/costs which may occur during the life of this agreement shall be paid in their entirety by the employee.

23.4 The PBA agrees that health insurance company/carrier shall be selected by the Village in its sole discretion, and that the Village may change insurance companies/carriers in its sole discretion.

One (1) bargaining unit member appointed by the PBA shall be eligible to participate in the Insurance Advisory Committee.

23.5 The Village agrees to provide \$10,000 following death in the line of duty.

ARTICLE 24

Uniforms and Equipment

24.1 The Village will provide an initial uniform. The type of uniforms and the uniform components shall remain within the sole discretion of the Village. Uniform shirts/pants/shoes shall be replaced as needed but within every two years. Accessories including web gear shall be replaced as needed to maintain a professional appearance.

24.2 Employees covered by this agreement will receive uniform/clothing maintenance allowance of seven hundred dollars (\$700.00) per year, to be paid on a semi-annual basis of \$350.00 on each October 1st and April 1st:

Notwithstanding the above-mentioned benefits, an employee who has not worked for ninety (90) consecutive days or more is not entitled to receive the semi-annual benefits. Furthermore, for each 90-day period of absence, the employee shall not receive the semi-annual benefit for that period.

24.3 The Department shall provide all bargaining unit employees with a properly fitted, gender specific bulletproof vest rated at threat level II or above. Sergeants shall wear such vests while performing law enforcement activities. The Department will also provide for the replacement of bulletproof vests which become unsafe or dysfunctional under normal usage or as required by manufacturer's expiration date.

24.4 An employee shall be reimbursed for damage to personal property in the performance of his/her duty subject to the following restrictions:

a. The maximum reimbursement for prescription eye glasses and/or hearing aids shall be one hundred fifty (\$150.00) dollars. Any workers' compensation benefit for the same shall be signed over to the Village. For a wrist watch, up to seventy-five (\$75.00) dollars.

b. Requests for reimbursement shall be made within twenty-four (24) hours of the shift in which the damage occurs.

Reimbursement requires approval by the Department Head and the Village Manager.

ARTICLE 25

Holidays

25.1 Employees shall be granted two (2) Personal Days off from duty each fiscal year which may not be carried over from one fiscal year to the next.

25.2 Employees who work a Village designated holiday on the actual date of the holiday shall receive pay at one and one-half times the employee's regular straight time rate of pay for such hours actually worked. Payment shall be included in the pay period in which it is earned. Bargaining unit employees shall receive pay for eleven (11) holidays, or the appropriate pro rata number of holidays earned, at the employee's regular straight time rate of pay, in a separate check, via direct deposit, in the last pay date in November.

25.3 All employees in the bargaining unit shall be paid for the following designated holidays and when required to work on such days, shall be paid at a rate of time and one half for hours worked in addition to Holiday pay. Bargaining unit employees shall receive Holiday pay (in lieu of the time off for holidays), payable in the last pay check in November. The payment shall be based on the number of holidays from the date of hire.

New Year's Day

Martin Luther King Jr.'s Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Friday after Thanksgiving

Christmas Day

Employee' Birthday

25.4 Employees must be on active pay status and/or work their scheduled hours on the regularly scheduled working day immediately prior to a holiday and the regularly scheduled working day immediately following a holiday, in order to qualify for the unworked holiday pay.

25.5 Employees given holiday work assignments who fail to report for and perform such work for any reason other than verified illness or emergency, shall not receive pay for the unworked holiday and may be subject to disciplinary action.

ARTICLE 26

Hours of Work and Overtime

26.1 The Village has adopted a Section 207(k) plan, pursuant to the Fair Labor Standards Act, for members of the bargaining unit, utilizing a seven (7) day work period. Only those hours actually worked in excess of forty (40) hours in a given seven (7) day period shall be compensated at the rate of time and one-half the employee's regular straight time rate of pay.

26.2 In the event the Village elects to change the workweek schedule, the Village agrees to give the PBA at least thirty (30) days advance notice of the change. This paragraph shall not apply to changes in the workweek schedule of individual employees.

26.3 Hours actually worked in excess of forty (40) hours in the seven (7) day work period shall be compensated at the rate of time and one-half of the employee's regular straight time rate of pay; or, at the option of the employee, and with the approval of the Chief or his designee, hours actually worked in excess of the forty (40) hours in the seven (7) day work period shall be compensated by the employee receiving compensatory leave at the rate of time and one-half for each hour worked-in excess of the regular forty (40) hour workweek. Employees may accrue up to one hundred and eighty (180) hours of such compensatory time during any fiscal year. Recognizing that the Department has an obligation to provide sufficient manpower, accrued compensatory leave may only be utilized at a time (or times) approved by the Chief or designee. In all other respects, the administration of compensatory leave shall be governed by Rule 6.7 (h and i) of the Village's Employees Policies and Procedures Manual.

ARTICLE 27

Sick Leave

27.1 All aspects of sick leave shall be governed by Rule 4.4 (a-d) of the Village's Employees Policies and Procedure Manual, except as provided in Paragraph 27.2 below.

27.2 The Village's Employees Policies and Procedures Manual provide that employees covered by this agreement earn sick leave at the rate of eight (8) hours per month (96 hours per year). Employees may "sell back" up to fifty percent (50%) of accrued unused sick leave on a calendar year basis. Example: Employee accrues 96 hours in a calendar year. Employee elects to "sell back" fifty percent (50%) (48hours) of the accrued unused 96 hours. The remaining 48 hours may be carried over, to a maximum of 1040 hours, for use if the employee becomes sick. Should an employee accumulate 1040 hours, the employee will still accumulate 96 hours of sick leave a year and may still "sell back" up to fiftypercent (50%) of accrued unused sick leave on a calendar year basis. However, in the event the employee elects to exercise this "sell back" option in such circumstances, the remaining hours are lost. Example: Employee has accrued 1040 hours of sick leave. Employee accrues another 96 hours in a given calendar year- Employee elects to "sell back" fifty percent (50%), (48 hours) of that calendar year's accrued unused sick leave. The remaining 48 hours are lost.

ARTICLE 28

Annual Leave / Vacation

28.1 Employees covered by this agreement shall be entitled to earn and accrue annual vacation leave with pay.

Annual vacation leave shall accrue at the following rate:

<u>Years of Service</u>	<u>Rate of Accrual</u>
Less than 5 years	6.67 hrs/mo (80)
More than 5 but less than 10 years	10.00 hrs/mo (120)
More than 10 years	13.33 hrs/mo (160)
More than 15 years	16.67 hrs/mo (200)

Upon separation from service for any reason, the employee shall be paid for all accrued unused vacation. Such payment shall not be construed to extend employment beyond the last day actually worked.

28.2 The Village recognizes the value of time off for employees to rest and return to work with renewed vigor and, therefore, encourages the use of vacation leave. Employees may use vacation time as it is accrued. No more than two hundred and forty (240) hours of accrued vacation time may be carried forward into the next calendar year.

28.3 Annual leave shall not be earned by an employee during leave of absence without pay, suspension without pay, or when the employee is otherwise on a non-pay status.

28.4 Donation of accrued annual leave shall be in accordance with policy 4.3(e) of the Employee's Policies and Procedures Manual.

28.5 Payment in Lieu of Annual Leave shall be in accordance with policy 4.3(f) of the Village's Employees Policies and Procedures Manual. Requests for payment in lieu of annual leave shall be documented on a Personnel Action Form.

ARTICLE 29

Educational Benefit

29.1 All aspects of the Village's Educational Benefit policy shall be governed by Rule 5.7(a-h) of the Village's Employees Policies and Procedures Manual.

ARTICLE 30

Drug and Alcohol Policy

See Exhibit A

ARTICLE 31

Severability and Prohibition Against Re-Opening of Negotiations

31.1 Should any provision of this collective bargaining 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).

31.2 This agreement contains the entire agreement of the parties on all matters relative to wages, hours, terms and conditions of employment as well as all other matters, which were or could have been negotiated prior to the execution of this agreement. This Section does not prohibit the parties from entering into negotiations concerning the terms of a successor agreement.

ARTICLE 32

Term of Agreement

32.1 Except as otherwise provided in this agreement, this agreement shall become effective upon ratification by members of the bargaining unit and upon formal adoption by the Village Council and execution by the parties. This agreement shall remain in full force and effect until September 30, 2022.

DADE COUNTY POLICE BENEVOLENT
ASSOCIATION (PBA)

VILLAGE OF PINECREST

Date: _____

Date: _____