



1 PASSED AND ADOPTED this 14<sup>th</sup> day of November, 2013.

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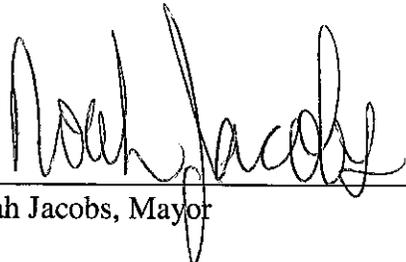
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11 Noah Jacobs, Mayor

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16 Attest:

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20 Maria C. Camara, Village Clerk

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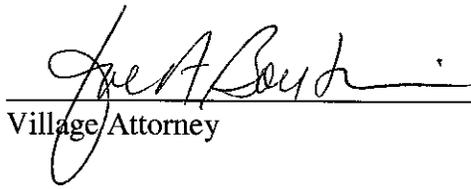
23 Approved as to form:

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Village Attorney

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

Mayor Jacobs: Yes  
Vice Mayor Anderson: Yes  
Commissioner Cooper: Yes  
Commissioner Ross: Yes  
Commissioner Watts: Yes

**AGREEMENT**

**Between**

**THE VILLAGE OF BISCAYNE PARK, FLORIDA  
and  
THE DADE COUNTY POLICE BENEVOLENT ASSOCIATION, INC.**

**October 1, 2013 through September 30, 2016**

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**PREAMBLE**

THIS AGREEMENT is entered into by the Village of Biscayne Park, Florida, hereinafter referred to as the "Employer" or "Village" and the Dade County Police Benevolent Association, Inc., hereinafter referred to as the "PBA" or "Association", for the purpose of promoting harmonious relations between the Village and the Association, to establish an orderly and peaceful procedure to settle differences which might arise and to set forth the basic and full agreement between the parties concerning rates of pay, wages, hours of work and other conditions of employment. The term "officer" or "police officer" when used anywhere in this Agreement shall be understood to mean bargaining unit employee.

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

A. The Village hereby recognizes the PBA as the collective bargaining agent for all police officers and sergeants as to wages, hours, and all other terms and conditions of employment, except for the Lieutenant and higher ranking positions.

B. There will be no strikes, work stoppages, picketing, slowdowns, boycotts or concerted failure or refusal to perform assigned work by the officers covered under this Agreement and there will be no lockout by the Village for the duration of this Agreement. The PBA supports the Village fully in maintaining efficient operations.

C. No officer shall refuse to report for duty or to perform his assigned duties because of any demonstration or pickets by any organization. Any officer who violates this provision may be discharged.

**ARTICLE 2. MANAGEMENT RIGHTS**

A. The Association recognizes that the Village of Biscayne Park possesses the sole right to operate and manage its Departments 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 the specific and express terms of this Agreement.

B. These rights and powers include, but are not limited to the authority to:

1. Determine the missions 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 Mayor;
4. Discipline or discharge officers for just cause;
5. Schedule operations and shifts;
6. Introduce new or improved methods, operations, or facilities;
7. Hire, promote, transfer or assign officers;
8. Relieve officers from duty for lack of work;
9. Schedule overtime work as required;
10. All newly hired bargaining unit members shall serve a one (1) year probationary period. The one (1) year period shall begin upon appointment to the rank of full-time police officer.

**ARTICLE 3. NON-DISCRIMINATION**

The Village agrees not to interfere with the rights of officers to become members of the PBA, and there shall be no discrimination, interference, restraint or coercion by the Village, or any Village representative, against any officer because of PBA membership or because of any officer's activity in any official capacity on behalf of the PBA during the officer's off-duty hours. Employees will not be discriminated against because of race, creed, national origin, religion, sex, marital status, age, disability or political affiliation.

**ARTICLE 4. ASSOCIATION REPRESENTATIVES, DUTIES, PRIVILEGES**

A. Association representatives from the bargaining unit will be allowed access to work locations for Association business with prior approval of the Village Manager. Approval from the Village Manager will not be unreasonably withheld. Further, they shall be furnished all information requested pertaining to officers, with the officer's approval.

B. The Village will permit accredited representatives of the PBA, whether State, Regional or National, to have reasonable access to the premises of the Village at any time during working hours to conduct Association business, with prior approval of the Village Manager. Approval from the Village Manager will not be unreasonably withheld.

C. Any reasonable expenses incurred by the Village in furnishing the above services or access shall be borne by the Association.

D. One Association representative will be allowed time off without loss of pay to attend sessions which have been scheduled to renegotiate this Agreement. If the Association representative is not scheduled to be working during the session, then he/she will be awarded administrative leave time to attend the session which will be taken at the discretion of the Chief during the following fiscal year after the contract is ratified.

## **ARTICLE 5. INTERNAL SECURITY**

A. All personnel records shall be kept consistent with Chapter 119 of the Florida Statutes. Officers will be informed when a public records request is made of their personnel file.

B. At no time shall the news media be directly or indirectly furnished with the home address, telephone number, or photograph of any officer without his express consent, consistent with Chapter 119 of the Florida Statutes.

C. An officer shall have the right to include in his personnel record written refutation (including witness statements) of any material he considered to be detrimental.

D. The Village shall establish and put into operation a system for receipt, investigation and determination of complaints received by the Village from any person. The Village shall comply with the Law Enforcement Officers' Bill of Rights contained in Florida Statutes Sections 112.531-112.535, as amended from time to time; including but not limited to, the following individual rights provided for in any internal investigation:

1. The interrogation of the officer shall be conducted at a reasonable hour, preferably at a time when the law enforcement officer is on duty, unless the seriousness of the investigation is of such a degree that an immediate action is required. If the interrogation is conducted during off-duty hours, the officer shall receive overtime at time and one-half.

2. The interrogation of the officer shall take place either at the office of the command or the investigating officer or at the office of the local precinct or police unit in which the incident allegedly occurred, as designated by the investigating officer of the agency.

3. The law enforcement officer under investigation shall be informed of the rank, name and command of the officer in charge of the investigation, the interrogating officer, and all

persons present during the interrogation. All questions directed to the officer under interrogation shall be asked by and through one (1) interrogator at any one time.

4. The law enforcement officer under investigation shall be informed of the nature of the investigation prior to any interrogation and of the name of all complainants. All identifiable witnesses shall be interviewed, whenever possible, prior to the beginning of the investigative interview of the accused officer. The complaint, all witness statements, including all other existing subject officer statements, and all other existing evidence, including but not limited to, incident reports, GPS locator information, and audio or video recordings relating to the incident under investigation, must be provided to each officer who is the subject of the complaint before the beginning of any investigative interview of that officer.

5. Officers who are subjects of the investigation will be informed prior to the interview that they have the right to have legal counsel or a representative present whenever the interrogation relates to the officer's continued fitness for law enforcement service. Said officer shall be notified of each and every allegation or charge made against him and shall be given a copy of any and all complaints and statements of the complainant mad against him, if available, prior to any interviewing of said officer.

6. Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.

7. The formal interrogation of an officer, including all recess periods, shall be recorded, and there shall be no unrecorded questions or statements. The law enforcement officer shall receive a copy of his/her written or recorded statement at no cost to the officer.

8. If the officer under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation, he shall be completely informed of his "Miranda" rights prior to the commencement of the interrogation.

9. The officer under interrogation shall not be subjected to offensive language or threatened with transfer, dismissal, or disciplinary action. No promise or reward shall be made as an inducement to answering any questions.

10. The findings of all internal Departmental investigations shall be termed as:

a. Not sustained; in that there is insufficient evidence to sustain the complaint.

b. Exonerated; in that the incident occurred, but the officer's actions were justified, lawful or proper.

c. Unfounded; in that the complainant admits to false allegation; the charges were false or not factual or the officer was not involved in the incident.

d. Sustained; in that the allegation is supported by sufficient evidence to indicate that the officer did commit one or more of the alleged acts.

11. In cases where the Department chooses to relieve an officer from duty other than when an officer has been charged with a felony, pending an investigation of a complaint prior to disciplinary action, the officer will remain on full salary and shall not lose any benefits until said disciplinary action is taken.

E. Every officer shall have the right to bring civil suit against any person, group of persons or any organization or corporation or the heads of such organizations or corporations for damages, either pecuniary or otherwise, suffered during the performance of the officer's official duties or for abridgement of the officer's civil rights out of the officer's performance of official

duties.

F. No dismissal, demotion, transfer, reassignment or other personnel action which might result in loss of pay or benefits or which might otherwise be considered punitive measures shall be taken against any officer unless such officer is notified of the action and the reason or reasons therefore prior to the effective date of such action. Whenever a law enforcement officer or correctional officer is subject to disciplinary action consisting of suspension with loss of pay, demotion, or dismissal, the officer or the officer's representative shall, upon request, be provided with a complete copy of the investigative file, including the final investigative report and all evidence, and with the opportunity to address the findings with the employing law enforcement agency before the imposition of the disciplinary action.

G. No officer shall be discharged, disciplined, demoted, or denied promotion, transfer or reassignment or otherwise be discriminated against in regard to his employment, or be threatened with any such treatment, by reason of his exercise of the rights granted by this provision.

H. No officer shall be required or ordered to submit to any device designed to measure the truth of his responses during questioning; provided, however, that there shall be no restriction on the right of any officer to submit to such a device on a voluntary basis.

## **ARTICLE 6. UNIFORMS, VEHICLES AND EQUIPMENT**

A. Whenever an officer is authorized, in advance, by the Village Manager or his/her designee, in their absence a designee appointed by the Village Manager to use his/her own vehicle in the performance of his/her official Village duties, he/she shall be compensated, pursuant to Florida Statute 112.061(7)(d)(1) (2010) at the rate of forty eight cents (\$0.48) per mile and shall be entitled to all employee benefits. Mileage reimbursement shall be actual miles driven on Village business (not including portal to portal).

B. The Village will continue to provide uniforms and laundry service for said uniforms. Uniforms shall consist of; but shall not exceed, five (5) uniform shirts, five (5) pairs of uniform trousers, and one (1) pair of uniform shoes, or their equivalent, per calendar year for each full-time officer. The Village will provide one (1) windbreaker and one (1) winter jacket with initial issue and replace as needed or damaged. The Village agrees to pay for dry cleaning expenses for a maximum of two (2) sets of uniforms per week.

C. Upon the request of an officer and presentation of a properly-executed receipt or bill of sale, the Village shall reimburse the officer the full amount paid toward the purchase of a Threat Level III, wrap-around bullet proof vest. Any officer who accepts reimbursement from the Village for a vest must wear the vest while on duty.

If an officer believes that the vest has become unsafe or dysfunctional under normal use, he shall have the vest re-certified. Should the vest fail re-certification, the officer has the option to purchase another bulletproof vest under the provisions of C above.

D. Upon demonstrating proficiency, the Village will provide a police carbine rifle in .223 caliber for officer protection.

E. An officer's personal equipment, including watch and glasses, lost or damaged in the line of duty due to assault, accident or physical violence, shall be reimbursed by the Village up to the amount of one hundred (\$100.00) dollars provided the officer is not at fault and no other reimbursement is available. The officer shall provide the Chief of Police with documentation of the circumstances surrounding the loss or destruction of the personal property.

F. The Village will provide an adequate amount of rechargeable (stream light type) flashlights and replacement components as determined necessary by the Chief of Police.

G. The Village agrees to implement a take-home vehicle program as it determines practicable utilizing its existing fleet of vehicles in accordance with Article 19 of this Agreement (i.e., any vehicles that the Village permits to be utilized as take-home vehicles will be issued to officers in accordance with their seniority). Any officer assigned a take-home vehicle must abide by all Departmental Rules and Regulations pertaining to the use of such vehicle.

1. The program is voluntary;
2. Must complete one (1) year probation to be eligible;
3. Must receive a "meets standards" performance evaluation in rating year;
4. Must reside in Miami-Dade or Broward County to be eligible;
5. Must be responsible at own cost for vehicle cleanliness;
6. Must abide by take-home policy at all times; violation of policy may result in loss of take-home privilege which cannot be the subject of the grievance and arbitration procedure;
7. Must be available to respond to Departmental emergencies with reasonable notice during their work week schedule.

8. Take home vehicles will be left at station during leave over seven (7) calendar days, including worker's compensation or sick leave;

9. The Department reserves the right to amend the take-home policy from time to time or temporarily suspend the take-home program based upon a documented change in the Village's financial position.

10. The Village agrees to make reasonable efforts to ensure there are sufficient amount of vehicles for all bargaining unit members that are eligible for the program;

11. The Village agrees that it will not act arbitrarily or capriciously in the assignment of vehicles to eligible bargaining unit members. The Village's refusal or denial to assign a vehicle to an eligible bargaining unit member is grievable.

12. Must agree to take-home subsidy of:

a. Within the Village – no charge;

b. 1-30 miles round trip - \$30.00 bi-weekly; adjusted to \$35.00 bi-weekly should the cost of fuel to the Village exceed \$4.10 per gallon;

c. 31-60 miles round trip- \$35.00 bi-weekly; adjusted to \$40.00 bi-weekly should the cost of fuel to the Village exceed \$4.10 per gallon;

d. 61-90 miles round trip - \$40.00 bi-weekly; adjusted to \$50.00 bi-weekly should the cost of fuel to the Village exceed \$4.10 per gallon;

e. Over 90 miles round trip– Bargaining unit members are not eligible to participate;

13. The provisions of this Article shall supersede any portions of the take-home vehicle policy in conflict herewith.

**ARTICLE 7. COMPENSATION**

A. Effective upon ratification of this Agreement, the starting base salary for all police officers hired by the Village will be \$36, 817.00.

Effective upon ratification of this Agreement, a six (6) step salary plan will be implemented for all police officers. The steps in the salary plan shall be separated by 5%. The step plan shall provide as follows:

<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
\$38,658	\$40,591	\$42,620	\$44,751	\$46,989	\$49,338

All current police officers with the less than one-year of service with the Village on the date of ratification of the Agreement will have their base salaries adjusted to \$36, 817.00. These officers will proceed to step one of the salary step plan on their one-year anniversary date and progress through the salary step plan each year on their anniversary date thereafter.

All current police officers with more than one or more year of service with the Village on the date of ratification of the Agreement will be slotted into the salary step plan as indicated below and progress through the salary step plan each year on their anniversary date thereafter.

- 1 or more years but less than 2 years=Step 1
- 2 or more years but less than 3 years=Step 2
- 3 or more years but less than 4 years=Step 3
- 4 or more years but less than 5 years=Step 4
- 5 or more years but less than 6 years=Step 5
- 6 or more years but less than 7 years=Step 6

All current police officers whose current base salaries are higher than the salary provided in the top step of the salary step plan will remain at their current base salaries.

All police officers hired by the Village after ratification of this Agreement will start with a base salary of \$36, 817.00. These officers will proceed to step one of the salary step plan on their one-year anniversary date and progress through the salary step plan each year on their anniversary date thereafter.

B. LONGEVITY: All police officers shall receive Longevity according to the following schedule:

1. Ten (10) years of service – three percent (3%) of base pay;
2. Fifteen (15) years of service – four percent (4%) of base bay.
3. Twenty (20) years of service – five percent (5%) of base pay.
4. Twenty-five (25) years of service – six percent (6%) of base pay.
5. Thirty (30) years of service – seven percent (7%) of base pay.

## **ARTICLE 8. VACATIONS**

A. Every officer shall be eligible for paid vacation. Officers shall start to earn vacation allowances as of their date of appointment as a full time police officer with the Village of Biscayne Park.

B. In computing vacation time, holidays or regular days off immediately preceding the commencement of, falling within, or following the termination of an officer's vacation, the holiday or regular days off shall be excluded.

C. Paid vacation time shall accrue as of October 1<sup>st</sup> of each year at the following rates for each full calendar month of service:

1. During first year of service: Six (6) days shall accrue from an officer's first day of employment prorated from the date of hire in relation to October 1.

2. After completion of one (1) to three (3) years of service: officers shall receive thirteen (13) working days paid vacation. For each additional year of service, after three (3) years of continuous service, the officer will be granted one (1) additional working day paid vacation, to a maximum of four (4) additional days.

D. Officers will be permitted to split their vacation dates, with prior approval of the Chief of Police.

E. Officers may request time off at any time if available. Time off will be granted on a seniority basis up to sixty (60) days prior to requested time off. Within sixty (60) days of the requested time off, the officer will be guaranteed the time once granted by the Chief of Police. Changes in the schedule will be allowed only in exceptional circumstances deemed necessary by the Chief of Police.

F. Upon termination of an officer for any reason, or in the event of his death, he/she or his/her heirs shall be entitled to an immediate lump sum payment for all vacation time earned and accrued.

G. Officers may accumulate and carry over into the next year one half (1/2) of their earned annual vacation time. At no time shall the accrued vacation time exceed the officer's annual rate, as provided in this Article, unless a larger carryover is approved by the Village Manager due to operational necessity, emergency, fairness equity or other valid reason. Any vacation time in excess of approved carry over will be forfeited.

**ARTICLE 9. SICK LEAVE**

A. Officers shall be credited one hundred four (104) hours sick leave per year, on October 1, of each year.

B1. At the end of each fiscal year (September 30<sup>th</sup>) that portion of an officer's first forty-eight (48) hours of sick leave (accrued during the leave year), that is unused at the end of the fiscal year may be added to his/her annual leave, at the officer's option and upon written notice to the Village within thirty (30) days of end of the fiscal year.

B2. The remaining sick leave hours unused or not added to annual leave in B1 above, at the end of the leave year shall be allowed to accumulate to a maximum of four hundred (400) hours.

C. Upon separation from the Village, as a police officer, for any reason, (except upon an officer's conviction for felony) the sick leave hours accrued up to the four hundred (400) maximum shall be paid in accordance with the following schedule based on the officer's rate of pay at the time of separation, based on date of hire:

0 through 2 years of continuous service	0%
3 through 5 years of continuous service	20%
6 through 9 years of continuous service	30%
10 through 14 years of continuous service	50%
15 through 19 years of continuous service	70%
Over 20 years of continuous service	90%

D. Sick leave may be used for the following reasons:

1. In the event of serious illness of the officer's spouse, minor child or parent

regularly residing in the officer's residence the officer 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 and require and confirm that the employee is at home or at his/her caregiver's home.

2. Personal illness of physical incapacity to such an extent as to be rendered thereby unable to perform the duties of his present position. The Village has the right to require physician's certificate.

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

4. No officer 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.

E. Officers who have accumulated sick leave shall be allowed to donate any portion of his accrued sick leave hours to another officer who has exhausted all sick leave and annual leave whenever extraordinary circumstances require the beneficiary officer to be absent from work due to an extended non-work related illness or injury and upon approval of the Village Manager. Approval from the Village Manger will not be unreasonably withheld.

1. Written requests for permission to solicit donations of accrued leave from departmental personnel shall be submitted to the Village Manager. In reviewing such request, consideration shall be given to the beneficiary officer's previous leave history, as well as the nature of the illness or injury. Such written requests shall include the officer's name, reasons for requesting such donations of accrued leave, and approximate duration of absence, if known.

2. If the request is approved by the Village Manager, the Police Department will

obtain a supply of the Form referred to in Appendix A (Application for Donation of Sick Leave) from the Village Clerk, and shall distribute these forms to officers willing to donate accrued leave time. The donation must be made as a free and voluntary act and no duress or coercion shall be placed upon an officer to make such donation of his/her accrued sick leave time.

3. As forms are completed by the donors the Department will forward such forms to the Village Clerk. Donated time will be credited to the absent officer in the order in which the forms are received. In the event of excess donations received but not used due to the officer's early recovery, resignation, retirement, or death, any donation forms received but not utilized will be voided and the time returned to the donating officers. Donated time returned to a donor shall be reflected in the sick leave balance on the donor's pay stub.

**ARTICLE 10. BENEFITS**

A. The Village agrees to obtain and continue in force False Arrest Insurance.

B. The Village agrees to provide health, accident and hospitalization and dental insurance for all officers at no cost to the officers. Further, all officers disabled, due to injury occurring in the line of duty, as the result of responding to an emergency, or while in fresh pursuit, or as the result of an unlawful act perpetrated by another, shall continue to receive, at no cost, the same health, accident, hospitalization and dental insurance coverage provided above for a period of eighteen (18) months from the date of such disability.

C. The Village will provide a formal system of awards for various degrees of service from saving life awards to awards for courtesy. These awards will be in the form of medals, campaign ribbons, letters of commendation.

## **ARTICLE 11. WORK WEEK AND OVERTIME COMPENSATION**

A. The basic work week of service for each officer shall not be more than forty (40) hours and in compliance with the Fair Labor Standards Act (FLSA).

B. Such service shall consist of five (5) eight hour work shifts or four (4 ten (10) hour shifts, approved as manpower permits. It is the intent of this section that each officer be entitled to a minimum of two (2) or three (3) consecutive days off during each week of service. The parties agree to discuss possible implementation of a twelve (12) hour shift schedule utilizing a Section 207(K) Plan pursuant to the Fair Labor Standards Act; however, actual implementation of such a shift schedule must be agreed to in writing by the both the Village Commission and bargaining unit.

C. All authorized overtime in excess of forty (40) hours per week shall be compensated at the rate of time and one-half based on the officer's regular salary. The forty (40) hours per week shall include all compensated leave.

D. When it is necessary for the Village to require officers to return to work, not on their assigned shift, the Village agrees to compensate the officer for a minimum of three (3) hours pay at the established rate of one and one-half times his normal salary.

E. The Village agrees to offer all overtime shifts to bargaining unit members prior to offering said shifts to part-time or reserve officers, whenever possible. The Village may order full-time officers to work overtime shifts.

F. Officers who are required to make off-duty court appearances as a subpoenaed witness in the federal or state courts or as a deponent in pending criminal, civil or traffic cases involving or arising out of the discharge of the officer's duties in the course of his employment with the Village will receive a minimum of three (3) hours pay at the rate of one and one-half

times his normal salary. Officers shall be allowed to retain court paid witness and travel fees received for court and deposition appearances. All court appearances, regardless of the location, that fall in a three (3) hour time frame will be compensated as one (1) court appearance.

G. At the officer's option when approved by the Chief of Police all overtime provided by this Article may be taken as compensatory time.

H. Officers may be allowed to accrue up to a maximum of forty (40) hours of compensatory time as manpower permits and as approved by the Village Manager. Such accrued compensatory time must be used in the fiscal year in which it is earned. Otherwise, on September 30<sup>th</sup> of each year any accrued compensatory time shall be paid at time and one-half.

I. The Village hereby authorizes bargaining unit employees to perform off-regular duty services with the prior approval of the Chief of Police. The payment of such services shall be made directly to the bargaining unit employee at a rate to be determined by the Chief of Police. Officers may not work more than twenty eight (28) hours per week off duty.

## **ARTICLE 12. BEREAVEMENT LEAVE**

Where there is a death in the immediate family of an officer, that officer shall be granted three (3) successive days off without loss of pay or benefits, for deaths in the State of Florida and five (5) successive days off without loss of pay or benefits for deaths outside the State of Florida.

1. Immediate family is described as father, mother, spouse, children, brother, sister, grandparents, grandchildren, or any other relative living in the immediate household.

2. Bereavement leave will not be charged against sick leave, vacation or holiday time, or accumulated overtime.

### **ARTICLE 13. SAFETY**

The parties acknowledge that law enforcement by its very nature is a dangerous occupation. Therefore, in an effort to maintain a safe job environment, the parties agree to meet during the course of this Agreement to discuss mutual safety concerns as they arise and to develop procedures and practices to provide protection to personnel in the day-to-day mission of law enforcement.

At the discretion of the Chief, all equipment pertaining to the function and operation of the Police Department, with emphasis on safety, will be taken out of service until placed in a safe condition. Refusal to drive an unsafe vehicle shall be not deemed refusal to work and shall not result in disciplinary action being taken against an officer.

The Village agrees to attempt to assign at least two (2) bargaining unit members to every shift, when possible. If the Village is unable to staff every shift with at least two (2) bargaining unit members, then it will make every effort to assign a part-time or reserve police officer to meet the requirements of this paragraph.

## **ARTICLE 14. TRAINING**

A. Where the Department requires officers to attend weapons training, or qualify with his service revolver, the Department will make every reasonable effort to facilitate the officer attending the firearms range during his normal working hours. In the event the Department is unable to schedule the officer to attend the firing range during his normal working hours, the officer shall be required to attend firing range during his off-duty hours; provided, however, that the actual time spent by the officer in acquiring such training during his off duty hours shall be compensated in accordance with Article 11, "Work Week and Overtime Compensation".

## **ARTICLE 15. PROMOTIONS**

Recognizing the need for qualified supervisory staff to effectively supervise the Police Department, the Village agrees to implement the following promotional procedures to the rank of police sergeant:

A. A promotional examination will be administered once every two (2) years or as the Village deems necessary.

B. The promotional examination consists of a written test and oral interview, each worth fifty percent (50%) of a total cumulative score.

C. The Village agrees to announce a promotional examination forty five (45) days in advance of said examination, at which time it will list the areas the examination will cover and the sources from which the examination will be drawn. The Village will make all such references and source material available to eligible candidates.

D. The promotional examination shall be restricted to non-probationary officers with three (3) years of continuous, full-time service as an officer for the Village as of the date the examination is given.

E. The written test shall be either created and administered by a professional testing agency or by the Village Command staff. In order to take the oral interview portion of the promotional examination, a candidate must pass the written test with a score of seventy percent (70%) or higher.

F. An interview board comprised of three (3) non-departmental sworn personnel who occupy a rank of Police Lieutenant or higher will conduct oral interviews of each candidate who has passed written test. For each promotional examination, the Village is permitted to select one (1) member for this board, the PBA is permitted to select one (1) member for this board, and the third member will be mutually selected by these two (2) members.

G. A list of eligible candidates will be compiled in order of their final cumulative score. The Chief of Police shall make promotions to sergeant from the top three (3) persons on the list of eligible candidates. Promotions shall be made within thirty (30) days of the promotional vacancy. The promotional eligibility list shall remain valid for two (2) years.

H. The Village has no obligation to administer a promotional examination in a two (2) year period if there are a lack of promotional vacancies. Should a vacancy subsequently arise, the Village agrees to administer the examination within one hundred twenty (120) days from the date the vacancy was created.

I. Bargaining unit members promoted to sergeant will serve a one (1) year position probationary period.

K. All employees promoted to the rank of sergeant will receive at least a 5% pay supplement.

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

A. 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 officer covered by this contract.

A grievance shall be defined as any dispute concerning the interpretation or application of this Agreement, including grievances involving discipline, demotion and discharge. The parties agree that officers are obligated to work while grievances are pending.

Nothing in this Article shall be construed to prevent any officer from presenting his own grievance; up to, but not including a request for arbitration; however, the Association shall be given reasonable opportunity to be present at any meeting called for the resolution of grievances.

### B. Procedure:

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

If the events which gave rise to the grievance occurred at a time when the officer was on annual leave, sick leave, or other authorized leave, the ten (10) day period shall commence

running immediately upon the officer's return from such authorized leave. The Association Representative may be present to represent the officer.

The Chief shall respond to the grievance in writing within ten (10) days, with a copy to the Association.

Step 2. If after ten (10) days from the date of submission to the Chief 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 Association the grievance in writing to the Village Manager.

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

Arbitration Procedure: After the notice to arbitrate has been submitted, the parties or their representatives shall attempt to jointly select a local arbitrator. If the parties 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 and the Village shall strike a name objectionable to it. The final name on the list shall be the arbitrator.

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, add to or detract from the terms of the Contract.

The Village and the Association must mutually agree to the selection of a hearing room and 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 officers 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 officer within the time limits above will be considered abandoned.

**ARTICLE 17. HOLIDAYS**

A. The Village will recognize the following as paid holidays for officers:

- |                               |                             |
|-------------------------------|-----------------------------|
| New Year's Day                | Christmas Day               |
| Columbus Day                  | Independence Day            |
| Martin Luther King's Birthday | Employee's Birthday         |
| Thanksgiving Day              | Veteran's Day               |
| President's Day               | Three (3) Floating Holidays |
| Friday after Thanksgiving Day | Labor Day                   |
| Memorial Day                  |                             |

B. All officers shall receive an additional day's pay for any holiday they are required to work.

C. If an officer is on vacation when a holiday occurs, that holiday shall not be charged against his vacation.

D. If the holiday falls on an officer's off-duty day, he shall receive a day's compensation, at straight time.

E. Floating holidays and employee's birthday will not be compensated if not taken, unless non-observance within the fiscal year is due to operational necessity.

F. If the officer calls in sick one (1) day prior or one (1) day after a paid holiday, he/she will forfeit the eight(8) hour holiday pay unless he/she can provide medical documentation of an illness.

**ARTICLE 18. DUES DEDUCTIONS**

A. Upon receipt of a voluntary written individual notice from any of its officers on a form provided by the PBA, the Village will deduct from the pay due such officer those dues and assessments so designated by the officer. These amounts will be payable to the Dade County Police Benevolent Association on the tenth (10<sup>th</sup>) day of each month.

B. Any officer may, at any time, revoke his Association dues deductions by a written notice to the Village and a copy to the Association.

C. The Association 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 taken or not taken by the Village under the provisions of this Article.

D. Any member that is on a no-pay status will be responsible for paying his/her own union dues directly to the PBA.

## **ARTICLE 19. SENIORITY**

A. The Village agrees that seniority shall consist of continuous accumulated paid service with the Village. Seniority shall be computed from the date of full time appointment. Seniority shall accumulate during approved absences because of illness, injury, vacation, military leave or other authorized leave.

B. The Village agrees that seniority will govern the following matters;

1. Vacations for each calendar year shall be drawn based on seniority.
2. Seniority will be given consideration in shift assignments among officers.

C. In the event of a layoff for any reason, employees affected by the proposed layoff and the PBA shall be notified at least fourteen (14) calendar days prior to the effective date of the layoff. Employees shall be laid off in the inverse order of their seniority in their classification. Any employee to be laid off who had advanced to his present classification from a lower classification in which he held a permanent appointment, shall be given a position in a lower classification in the same department. His seniority in the lower classification shall be established according to the date of his permanent appointment to that classification. Employees shall be called back from layoffs according to the seniority in the classification from which the employee was laid off. No new employee shall be hired in any classification until all employees on lay-off status in that classification have had an opportunity to return to work. Employees will be notified by certified mail to their address of home record and shall be given twenty-one (21) calendar days to return to work. An employee will be kept on the callback list for one (1) year. After this period, the Village will no longer be obligated to request that this employee be returned to Village employment.

**ARTICLE 20. SUBSTITUTE EMPLOYMENT**

The Village agrees that it will not use, assign or detail members of the bargaining unit as substitute employees in a situation where there exists an employer-employee labor dispute, except where lives or property are in imminent danger.

## **ARTICLE 21. LEGAL PROTECTION**

The Village will undertake the defense of any officer against civil damage suits (arising out of actions occurring within the course and scope of their employment), and will file proper and appropriate countersuits. Said defense will cease upon judicial finding that the officer acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. The Village will indemnify all officers for those judgments levied against them in accordance with the provisions of Chapter 768.21, Florida Statutes.

**ARTICLE 22. LEAVES OF ABSENCE**

Leaves of absence without pay for a period not to exceed thirty (30) days may be granted for any reasonable purpose by the Village Manager, consistent with applicable Maternity Leave and Family Medical Leave Act (if applicable) parameters. Such leaves may be renewed or extended only upon written request and approval by the Village Manager.

**ARTICLE 23. DEPARTMENTAL RULES AND REGULATIONS**

A. It is agreed and understood that the Police Benevolent Association and each member will be provided with a copy of any new departmental rules and regulations formulated subsequent to the execution of this Agreement. Any such new rules and regulations shall be distributed to the members within thirty (30) days after formal adoption, or as soon thereafter as practical. Officers will sign for then-copy of their rules and regulations.

B. Nothing in this article shall be deemed a waiver of the Association's right to negotiate over any departmental rule which affects rights, existing under this Agreement. In the event of a conflict between departmental rule and this Contract, the Contract shall prevail.

**ARTICLE 24. EDUCATION BENEFITS**

Officers covered by this Agreement may apply for tuition reimbursement for courses in a degree seeking educational program that is job related in accordance with the following schedule:

GRADE	REIMBURSEMENT %
A	100%
B	75%
C	50%
D	0%
F	0%

3. A grade of P in a "Pass-Fail" course will be eligible for seventy five percent (75%) reimbursement.
4. Notwithstanding any other provisions of this Article, a maximum of three hundred thirty dollars (\$330.00) will be allowed per eligible officer during the contract year.
5. In order to receive said reimbursement officers must show proof of satisfactorily completing the course within forty five 45 days of the completion of same.

## **ARTICLE 25. PHYSICAL EXAMINATIONS AND WORKER'S COMPENSATION**

A. The Village agrees to provide annual medical check-ups to include electrocardiogram tests and blood tests, at a time and place designated by the Village.

B. Whenever the Village, or any of its managerial or supervisory employees, has a reasonable suspicion that an officer in the bargaining unit represented by the PBA has reported for duty under the influence of alcohol or illegal drugs, or has used alcohol or illegal drugs while on duty or has used illegal drugs off duty, it is understood and agreed that the Village may require the officer to submit to a breath analysis or furnish a urine specimen for chemical analysis to determine the presence of alcohol or illegal drugs. The Village agrees that requiring officers to submit to testing of this nature shall be limited to circumstances where two (2) police department supervisory employees (to include the Chief of Police and Village Manager) have reasonable grounds to suspect that the officer has recently used or is under the influence of alcohol or illegal drugs. The Chief of Police or his designee shall approve any mandatory test for the presence of alcohol or illegal drugs pursuant to this paragraph. An officer required to submit to a mandatory test for the presence of alcohol or illegal drugs shall be entitled to have a PBA or other employee representative present when the breath analysis is conducted or when the urine specimen is obtained. However, under no circumstances will the breath analysis or taking of a urine specimen be delayed for more than one (1) hour to allow for the presence of a PBA or other employee representative.

1. All tests for the presence of illegal drugs shall be conducted using recognized technologies. In the event an officer's initial test results are positive (i.e., indicate the presence of

an illegal drug), a second test utilizing a different procedure, preferably the Gas Chromatography/mass Spectrometry (G.C.M.S.) or comparable testing method, shall be conducted on the same specimen to verify the initial test results. Copies of the test results shall be made available to the officer, upon the officer's request, at the Village Police Station within twelve (12) hours after the Village has received the test results. Additionally, if the officer so requests, within twelve (12) hours after the test results have been made available, he shall be given a sample of the specimen tested, if available.

2. It is understood and agreed that the officers in the bargaining units represented by the PBA are prohibited from using illegal drugs on or off duty. "Illegal drugs" means any controlled substance as defined in Section 893.03, Florida Statutes (2010), not used in accordance with a lawful prescription.

3. The results of such tests shall be handled as if part of an internal affairs investigation, and the officer involved shall be afforded all the rights enumerated in Section 112.531-112.535, Florida Statutes (2010). The taking of a breath analysis or urine specimen from an officer does not constitute an interrogation within the meaning of Section 112.532, etc., Florida Statutes (2010), unless questions are asked at the time the breath analysis or urine specimen is taken.

C. The Village agrees that in the event of an on-the-job disabling injury to an officer such officer shall be carried at full pay on the rolls of the Police Department for a period of twelve (12) weeks. Said period of time may be extended by the Village Manager. It is agreed that any compensation from Workmen's Compensation shall be offset from the regular pay. The time lost as a result of such on-the-job injury will not be charged against any existing leave time.

1. Members of the bargaining unit suffering on the job injuries shall receive Worker's Compensation benefit pursuant to Florida Statutes.

2. Any officer injured on-the-job shall be paid a full eight (8) hours wages for the day of the accident if his treating physician advises that he could not or should not return to work that day.

3. No officer covered by this Agreement shall accept outside employment of any kind or nature whatsoever, nor engage in any form of self-employment while on disability leave, whether for wages or not.

D. If an officer is hired free from a heart disease, hypertension and suffers these ailments so as to render him unable to perform his job for the purpose of the twelve (12) week period mentioned in paragraph C above, and for that purpose only, such ailment shall be considered as an on-the-job injury provided said attack occurred to the officer during duty hours.

**ARTICLE 26. SAVINGS CLAUSE**

A. The Agreement will not deprive any officer of any benefits or protection granted by the laws of the State of Florida, ordinances of the Village of Biscayne Park or Personnel Rules and Regulations of the Village of Biscayne Park. Any provision which becomes invalid as a result of judicial or legislative action will not affect the remainder of the Agreement not related to that provision.

**ARTICLE 27. PREVAILING BENEFITS**

Section 1. This Agreement shall not be construed to deprive any Village employee governed by said Agreement of any benefit or protection directly conferred by those laws of the State of Florida or of the Village in effect as of the effective date of this Agreement.

Section 2. The Village and the Association shall meet pursuant to the written request of either party to discuss the prospect of amending this Agreement to incorporate any proposed changes in those benefits or protection not specifically covered or governed by this Agreement but otherwise directly conferred by the laws of the State of Florida or of the Village in effect as of the effective date of this Agreement.

**ARTICLE 28 . UNFAIR LABOR PRACTICES**

Section 1. The Village and the Associate hereby acknowledge and agree that nothing contained in this Agreement shall be construed to waive or modify any rights or obligations of either party expressly set forth under Section 447.501, Florida Statutes (as amended from time to time).

**ARTICLE 29. ARTICLE AGREEMENT AND REOPENING**

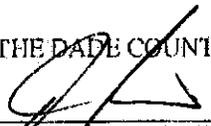
A. Upon ratification by the Association and approval by the Commission of the Village of Biscayne Park, Florida, this Agreement shall become effective and retroactive to October 1, 2013 and shall continue in effect until September 30, 2016.

B. All elements of this Agreement will remain in force for the period called for in paragraph A, above, unless by mutual agreement in writing, the parties amend some portion thereof.

C. IT IS AGREED and understood that this Agreement constitutes the whole agreement between the parties and that after a majority vote of those Association bargaining unit members voting on the question of ratification and therefore, upon its ratification by an official resolution of the Village Commission to sign this Agreement on behalf of the Village, then this Agreement, upon being signed by the appropriate Association representatives and the Village Mayor and attested to by the clerk shall become effective and retroactive to October 1, 2013 and shall remain in effect until September 30, 2016.

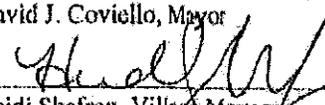
AGREED TO THIS DAY OF 21st day of January, 2014 by:

FOR THE DADE COUNTY P.B.A.

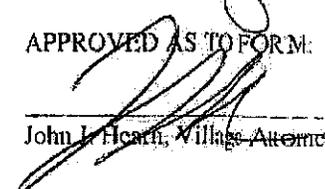
  
John Rivera, PBA President

FOR THE VILLAGE OF BISCAYNE PARK, FL

  
David J. Coviello, Mayor

  
Heidi Shafran, Village Manager

APPROVED AS TO FORM:

  
John L. Heath, Village Attorney

  
Brendan Coyle, PBA Staff Counsel

APPENDIX A  
APPLICATION FOR DONATION OF SICK LEAVE

Please deduct from my accrued sick leave hours. I wish to donate the hours of such sick leave to compensate \_\_\_\_\_, who has currently exhausted his accrued sick leave and annual leave time. By my signature appearing below, I expressly acknowledge and clearly understand that the Village of Biscayne Park has no obligation whatsoever to pay me, and that the Village will not pay me for the time I am donating to the officer identified above. I also acknowledge and represent to the Village that my donation of accrued sick leave is made to the officer identified above for use in compensating that officer and that my donation is made of my free will, as my voluntary act, and that I was under no duress or coercion to make such a donation.

NAME OF OFFICER (Print) \_\_\_\_\_

EMPLOYEE NUMBER \_\_\_\_\_

SIGNATURE OF OFFICER \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED BY:  
DATE:

VILLAGE MANAGER

ATTEST BY:

VILLAGE CLERK

**APPENDIX B  
BISCAYNE PARK GRIEVANCE PROCEDURE**

STEP 1	Employee presents written grievance	10 calendar days	Chief of Police
STEP 2	Employee presents written grievance	10 calendar days 14 calendar days	Village Manager
STEP 3	Association may request	10 calendar days	Arbitration

Time period for submitting grievances at Steps 2 & 3 begin to run when the department's response is received.