Regular Council Meeting  
Tuesday, April 24, 2018  
Agenda  
7:00 PM  

Statement of Decorum  
Any person making a racial or slanderous remark or who becomes boisterous while addressing the Village Council, Staff, etc. shall be barred from the audience by the presiding officer. No profanity, shouting, heckling, verbal outbursts or disruptive behavior in support of or opposition to a speaker or his/her remarks is permitted. No signs or placards shall be allowed in the Village Hall. Person exiting the Village Hall shall do so quietly.

“Pursuant to Florida Statutes, Chapter 286.0105: If a person decided to appeal any decision made by the Board, Agency or Committee with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings, and that, for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.”

A. CALL TO ORDER………………………………..Mayor Claudia V. Cubillos, Presiding  
B. SILENT MEDITATION & PLEDGE……………Salute American Flag in Unison  
C. ROLL CALL………………………………………………Yenise Jacobi, Village Clerk  
D. APPROVAL OF AGENDA  
E. APPROVAL OF MINUTES FOR THE FOLLOWING MEETING (S):  
   E1. Approval of the Minutes for March 27th Regular Council Meeting.  
F. ACKNOWLEDGMENT OF VISITORS AND/OR SPECIAL PRESENTATIONS:  
G. GOOD AND WELFARE  
   (Note: This section of the agenda is reserved in the spirit of a representative democracy “of, by, and for the people” and is specifically provided as a mechanism for the input and solutions on matters of concern of Villagers. We request that comments be limited to 3 MINUTES PER PERSON, and that speakers and the audience maintain proper decorum at-large. The speaker should keep to only issues on the agenda.)  
H. AGENDA ITEM:
I. RESOLUTIONS / ORDINANCES:

I1. ORDINANCE 2018-03

AN ORDINANCE OF THE EL PORTAL VILLAGE COUNCIL REPEALING ORDINANCE, CODIFIED AS, ARTICLE II, PUBLIC SAFETY DEPARTMENT, OF THE VILLAGE OF EL PORTAL CODE OF ORDINANCES AND PROVIDING FOR AN EFFECTIVE DATE

I2. RESOLUTION 2018-08 PACE

A RESOLUTION OF THE CITY OF CITY/TOWN/VILLAGE NAME, FLORIDA, ESTABLISHING A PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAM WITHIN THE CORPORATE LIMITS OF THE CITY OF CITY/TOWN/VILLAGE NAME; APPROVING INTERLOCAL AGREEMENTS WITH THE FLORIDA GREEN FINANCE AUTHORITY, THE FLORIDA RESILIENCY AND ENERGY DISTRICT AND THE FLORIDA PACE FUNDING AGENCY; TO WHICH THE ENTITIES WILL ADMINISTER VOLUNTARY NON-AD VALOREM FINANCING OF QUALIFYING CONSERVATION AND ENERGY EFFICIENCY, RENEWABLE ENERGY AND WIND RESISTANCE IMPROVEMENTS; AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENTS; PROVIDING FOR THE USE OF THE CITY’S LOGO; AND PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS, SCRIVENER’S ERRORS, CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE

J. MAYOR, MANAGER, COMMITTEE & ATTORNEY REPORTS:

J1. Village Mayor Report - Mayor Claudia V. Cubillos

J2. Village Manager Report – Christia Alou

J3. Committee Chair Remarks -
   a. Public Affairs
      Chairperson Harold Mathis
      *El Portals 10th Annual Armed Forces 5k on Saturday, May 19th*
b. **Public Works**  
Chairperson Werner Dreher

c. **Public Safety**  
Chairperson Claudia V. Cubillos

d. **Code Enforcement Committee**  
Chairperson Claudia V. Cubillos

e. **Planning & Zoning**  
Chairperson Claudia V. Cubillos

f. **Administration & Finance**  
Chairperson Vimari Roman

J4. **Village Attorney Reports** – *Interim Attorney Norman Powell*

K. **UNFINISHED BUSINESS AND GENERAL ORDERS:**
K1. Senator Daphne Campbell (Legislative Update)

L. **NEW BUSINESS:**

M. **GOOD AND WELFARE**
(Note: This section of the agenda is reserved in the spirit of a representative democracy “of, by, and for the people” and is specifically provided as a mechanism for the input and solutions on matters of concern of Villagers. We request that comments be limited to **3 MINUTES PER PERSON**, and that speakers and the audience maintain proper decorum at-large. The speaker should keep to only issues on the agenda.)

N. **ADJOURNMENT:**
Mayor & Councilpersons

In accordance with the American With Disabilities Act of 1990, all persons with disabilities and who need special accommodations to participate in this meeting due to that disability should contact the Village Clerk’s Office at (305) 795-7880 no later than two (2) business days prior to such proceeding.
COLLECTIVE BARGAINING AGREEMENT

Between

THE VILLAGE OF EL PORTAL, FLORIDA,

And The

DADE COUNTY POLICE BENEVOLENT ASSOCIATION, INC.

OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2017
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PURPOSE

This agreement is entered into by the Village of El Portal, Florida ("the Village"), and the Dade County Police Benevolent Association, Inc. ("the PBA"), for the purpose of promoting harmonious relations between the Village and the PBA, 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 wages, hours of work, and other conditions of employment.
ARTICLE 1:

RECOGNITION.

The Village hereby recognizes the PBA as the collective bargaining agent for the Village's full-time police officers serving in the classifications of Police Officer, Police Corporal, Police Sergeant and Police Lieutenant ("covered officers") with respect to wages, hours, and all other terms and conditions of employment.
ARTICLE 2: MANAGEMENT RIGHTS AND SCOPE OF AGREEMENT.

A. The PBA acknowledges that the Village possesses the exclusive right to operate and manage, and to direct the workforce of, its Police Department. In addition, the PBA acknowledges that the rights, powers, authority and discretion which the Village deems necessary to carry out its Police Department's responsibilities and missions shall be limited only by the specific and express terms of this agreement.

B. The Village's rights, powers, authority and discretion to carry out its Police Department's responsibilities and missions include, but are not limited to:

(1) the determination of the Police Department's missions and objectives;

(2) the determination of the methods, means and number of personnel needed to fulfill its Police Department's responsibilities;

(3) the undertaking of actions necessary to insure the performance of services during emergencies declared by the Mayor and/or the Council of the Village;

(4) the administration of discipline and the discharge of covered officers for just cause in accordance with applicable sections of the Village Code and Police Procedures Manual;

(5) the scheduling of the Police Department's operations and shifts;

(6) the introduction of new or improved methods, operations, or facilities;

(7) the hiring, promote, transfer and/or assignment of covered officers;

(8) the relief of covered officers from duty for lack of work in accordance with Village rules and regulations; and

(9) the scheduling of covered officers for overtime work.

C. The Village and the PBA acknowledge that, during the negotiations, which preceded the execution of this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject set forth in this agreement. This agreement, including its supplements and exhibits attached hereto, concludes all collective bargaining between the parties during the term hereof, and supersedes all prior agreements, whether oral, written or implied, or practices, between and among the Village, the PBA and the covered officers and expresses all obligations and restrictions imposed on each of the respective parties during its term.
ARTICLE 3: GRIEVANCE AND ARBITRATION PROCEDURES.

A. Basic Principles.

1) The term "grievance" means a dispute between the Village and one or more covered officers concerning either (a) the interpretation and/or application of this agreement or (b) the circumstances and conditions of employment.

2) No management prerogatives reserved solely to the authority of the Village by the terms of this agreement shall be made the subject of a grievance, unless the exercise of such prerogatives violates another provision of this agreement; provided, however, that the issue of 'just cause' in disciplinary cases is subject to the grievance and arbitration procedure established in this article.

3) Each covered officer is obligated to work as directed by the Village while the resolution of his/her grievance is pending.

B. Grievance Procedure.

Step 1: A covered officer who claims that the Village has breached this agreement may refer the matter, individually or with the PBA's assistance, in writing to the Chief of Police. The written submission shall state the nature of the covered officer's grievance, the provision of this agreement, which the Village has allegedly violated, and the relief requested. It shall be presented within seven (7) calendar days after the covered officer learns of the Village's alleged breach of this agreement.

Step 2: If after fourteen (14) days from the date of submission to the Chief of Police, or from the date of his/her reply (whichever occurs first), the grievance remains unresolved, the aggrieved covered officer shall have fourteen (14) days to present, with or without the PBA's assistance, his/her grievance to the Village Manager.

Step 3: The Manager shall have fourteen (14) days in which to reply. If the grievance remains unresolved, the aggrieved covered officer shall have fourteen (14) days from the date of the Manager's response or from the last date it was due (should there be no response) to present, without or without the PBA's assistance, the grievance in writing to the Village Council, which shall have fourteen (14) days in which to respond. In cases where a grievance involves a suspension without pay for five (5) working days or less and where all procedures have been followed and the parties have not resolved the issue(s), said grievance may only be appealed to a board comprised of three (3) members as follows: one (1) member chosen by the Village; one (1) member chosen by the aggrieved covered officer; and one (1) member chosen by the two (2) members chosen by the Village and the aggrieved covered officer. The decision of said board shall be binding on the Village and the aggrieved covered officer and shall not be subject to arbitration.
C. Arbitration. If the grievance remains unresolved the PBA shall have fourteen (14) days from the Village Council's response or from the last date it was due (whichever occurs first), to serve notice of its intention to arbitrate the grievance. Such notice shall be in writing and be served upon the Village Manager. The Village and the PBA hereby affirm their intention to attempt to mediate the grievance prior to the arbitration hearing. Thus, during the time of selecting the arbitrator as set forth below, the Village and the PBA will make a mutual good faith effort to select a neutral person to attempt to mediate the dispute. The mediation process shall be accomplished in an expedited fashion and shall not be the cause of delaying the arbitration procedure. After the notice to arbitrate has been served, the Village and the PBA shall request a panel of five (5) names from the Federal Mediation and Conciliation Service.

The Village and the PBA shall select an arbitrator from the panel by such methods 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 PBA shall strike the first name objectionable to him/her and the Village shall strike a name objectionable to it. The remaining panel member shall serve as the arbitrator. The procedures prescribed by the American Arbitration Association shall govern the ensuing proceedings. The arbitrator shall submit his/her award within thirty (30) days from the date of the hearing. The arbitrator's award shall be in writing and will be final and binding; provided, however, that the arbitrator shall not be empowered to alter, amend, modify, add to or detract from the terms of this agreement. The arbitrator's award may provide for retroactivity and shall state the effective date thereof. The Village and the PBA shall divide equally the compensation of the arbitrator and the costs of the hearing room and the stenographic reporter.
ARTICLE 4: STRIKES AND LOCKOUTS.

A covered officer, during the term of this agreement, shall not engage in a strike, work stoppage, picketing, slowdown, boycott or concerted failure or refusal to perform assigned work. The Village, during the term of this agreement, will not lock out a covered employee. No covered officer shall refuse to report for duty or to perform his/her assigned duties because of any demonstration or pickets by any organization. A covered officer who violates this provision may be discharged or otherwise disciplined by the Village.
ARTICLE 5: NON-DISCRIMINATION.

There shall be no discrimination against any covered officer by a covered officer, the PBA or the Village because of race, color, sex, creed, national origin age, marital status, sexual orientation, political affiliation or PBA activity covered or described in this agreement.
ARTICLE 6: DUES CHECK-OFF.

A. Upon receipt of a lawfully executed written authorization from a covered officer (using a form approved by the Village Council), the Village will deduct the regular PBA dues of such covered officer from his/her bi-weekly compensation and remit such deductions to the duly elected Treasurer of the PBA within ten (10) working days from the date of the deduction. The PBA shall notify the Village Clerk, in writing, thirty (30) days prior to any change in the regular PBA dues structure.

B. A covered officer may, at any time, on forms provided by the PBA (and approved by the Village Council), revoke his/her PBA dues deductions authorization and shall submit such revocation form to the Village Clerk with a copy of such revocation form to the PBA. The Village shall thereupon stop PBA dues deductions upon thirty (30) days written notice.

C. The PBA undertakes to indemnify and hold the Village harmless against any and all claims, suits, orders and judgments asserted or entered against the Village as a result of any action taken or not taken by the Village pursuant to this article.
ARTICLE 7: ASSOCIATION REPRESENTATIVES.

A. One (1) covered officer shall be granted time off, without loss of pay, to participate in meetings, mutually set, to renegotiate this agreement.

B. The Village, with the Mayor's prior approval, will afford the PBA and its Representative's reasonable access to the Village Hall for the conduct of Village-related PBA business. Such access, however, shall not be for the following purposes: collecting dues; soliciting members; selling benefit tickets; etc.

C. The Village will afford covered officers reasonable access to the premises of the Village at any time during working hours to conduct Village-related PBA business, with prior approval of the Chief of Police, provided such visits will not disrupt routine operations.
ARTICLE 8: SERVICES TO THE PBA.

A. The Village shall furnish the PBA with copies of all written Police Department rules and regulations.

B. The Village shall provide, at reasonable cost, to the PBA any and all copies of public documents requested under the provisions of Florida Statutes, Chapter 119, entitled "Public Records" and in accordance with Florida Statutes, § 447.605 (3).

C. The Village will furnish to the PBA sufficient bulletin board space in the squad room for the posting of PBA notices. It is intended that the bulletin boards indicated shall be used for internal communications to and among covered officers and not for communications with the general public.

D. The Village will provide to the PBA, on an annual basis, the name, rank, address, telephone number, social security number, present assignment and current pay of each covered officer.
ARTICLE 9: LABOR-MANAGEMENT COMMITTEE.

A. There is hereby established a joint Labor-Management Committee. The committee shall consist of one (1) covered officer who shall be designated in writing by the PBA, the Chief of Police and the Chairperson of the Village Council’s Public Safety Committee. Such committee may also include a non-covered officer resource person, as designated by the PBA, for the purpose of providing necessary information and expertise, as may be required by the parties.

B. The committee will study and make recommendations for proposed changes, standards, and specifications of uniforms and equipment.

C. The committee will explore ideas for improvement in methods of personnel training, development, selections, promotions or reassignments.

D. The committee may meet on a monthly basis by mutual consent, and meetings may be held during working hours, if approved by the Chief of Police.
ARTICLE 10: INTERNAL INVESTIGATIONS AND PERSONNEL RECORDS.

The Village reserves the right to conduct an internal investigation into the activities of a covered officer. In the course of such an internal investigation a covered officer will be treated as a professional in accordance with Florida Statutes, §§ 112.532 and 112.533,

A. If he/she becomes the subject of an internal investigation, a covered officer shall:

1) be given the opportunity to review all written complaints against the covered officer;

2) be given an exact copy or transcript of any written or oral statement the covered officer may execute; and

3) be afforded the opportunity to be represented by counselor the representative of the covered officer's choice.

B. A covered officer shall not be requested or required to be connected to a device designed to measure the truthfulness of his/her responses to questions.

C. A covered officer shall not be compelled to speak or testify before, or to be questioned by, a non-governmental agency.

D. The Village shall, to the extent prescribed by law, maintain the confidentiality of the personnel records of each covered officer.

E. Each covered officer shall be entitled, at reasonable times and at the covered officer's expense, to inspect and make copies of his/her personnel records, which shall be made available for his/her inspection; provided, however, that confidential pre-employment records, with the exception of the employment application form, shall not be made available for inspection by the covered officer.

F. Each covered officer shall be entitled to reply in writing to any derogatory material placed in the covered officer's personnel file, which written reply shall be attached to and incorporated in the covered officer's personnel file.

G. Except when a covered officer has been arrested or indicted or charged by a prosecuting official, the Police Department on its own initiative shall not release a photograph or home address of a covered officer who is under investigation without the covered officer's permission and the approval of the Mayor.

H. A covered officer who is involved in an incident which occurs within the course and scope, and in the pursuit, of his/her sworn law-enforcement duties, in which he/she discharges his/her service weapon if determined to be necessary by the Village, shall be relieved of duty with pay during the pendency of an investigation of the shooting incident or until the Village determines that the covered officer should be returned to duty. However, should an information, indictment or criminal charge be filed in connection with a shooting
incident, as described above, the Village may, in its discretion change the covered officer's status to relieved of duty without pay until final disposition of the case. It is understood that, notwithstanding the foregoing, in connection with any other incidents, the Village may, when deemed appropriate and reasonable, relieve a covered officer from duty with or without pay during the pendency of a criminal or administrative investigation into his/her conduct.
ARTICLE 11: VEHICLES AND EQUIPMENT

A. Whenever a covered officer is authorized in advance to use his/her own vehicle in the performance of his/her official duties, he/she will be compensated therefore at the prevailing amount permissible under Florida Statutes. Mileage reimbursements shall be made for actual miles driven on Village business. No portal-to-portal reimbursements shall be authorized.

B. The Village will cause each Village police vehicle to be inspected by a certified mechanic on a regular basis, with emphasis on safety features. Additionally, the Village will provide a car wash service to be used for police vehicles.

C. Prior to the start of every patrol shift, a covered officer shall be responsible for inspecting his/her assigned marked patrol vehicle including, but not limited to, tire pressure, tread wear, oil and coolant levels. In addition, the Police Departmental equipment checklist shall be completed at the start and end of each shift. Any malfunctions, missing items, damage etc. will be noted and reported to the Chief of Police as soon as practicable.

D. The Village Council may assess a reasonable charge against a covered officer to compensate the Village for any loss resulting from his/her failure to exercise reasonable care or from his/her willful and wanton destruction of any Village property.

E. The Village will make reasonable efforts to maintain all equipment relating to the function and operation of the Police Department in safe working order.

F. The parties agree to re-open negotiations on April 1, 2019 for the purpose of negotiating implementation of a take-home car program for all covered officers.
ARTICLE 12: UNIFORMS, SAFETY AND EQUIPMENT

A. Each covered officer shall be issued, upon his/her appointment, three (3) pairs of trousers, two (2) pairs of shorts, five (5) shirts, two (2) polo shirts, badge, name tag, leather goods and accessories to include handcuffs and case, cartridge case and shells, appropriate weapon and holster, two (2) pairs of shoes, and one (1) multipurpose jacket. All work equipment and uniforms shall be replaced as needed by the Village and the worn, damaged or unserviceable equipment and uniforms shall be returned to the Village. Each covered officer will receive one (1) pair of police low quarter corfam shoes per year or as needed at no personal cost or expense. Each covered officer shall be responsible for maintaining his/her uniform in a clean, presentable fashion according to the Police Department's standards. The Village will pay for the dry cleaning of a covered officer's uniforms.

2) A covered officer shall have the option of using his/her personal weapon, after inspection by the range officer, and subject to prior approval by the Chief of Police. An officer exercising this option will turn in to the Village his/her issued weapon. Each covered officer will maintain continuous qualification with his/her personal weapon in the same manner as he/she would maintain continuous qualification with his/her departmentally issued weapon. The Village will supply the ammunition to be used in a covered officer's personal weapon.

B. A covered officer who, through no fault of his/her own, suffers any breakage or damage to his/her issued personal equipment in the line of duty, shall have it replaced at no cost to the covered officer. Personal equipment losses will be compensated up to one hundred ($100.00) dollars, except for eyeglasses (excluding designer frames and contact lenses), which shall be replaced at the Village's expense.

C. The Village shall provide each covered officer with a two-way handheld portable radio. In this regard, an on-duty covered officer shall have priority over an off-duty covered officer.

D. The Village will implement and/or provide stream lights for each Police Department vehicle during the term of this agreement.
ARTICLE 13: VACATIONS.

A. Each covered officer shall be eligible for a paid vacation. A covered officer shall begin to earn paid vacation as of his/her date of appointment; provided, however, that a paid vacation may not be taken within the first six (6) months of a covered officer's service with the Village.

B. In computing vacation time used, holiday or regular days off contiguous to or following within a covered officer's vacation shall be excluded.

C. Paid vacation time shall accrue at the following rates for each full calendar year of service:
   - After 9 months: 5 workdays
   - Year 1 through 3: 12 workdays
   - Year 4 through 6: 15 workdays
   - After 7 years: 16 workdays
   - After 8 years: 17 workdays
   - After 9 years: 18 workdays
   - Above 10 years: 20 workdays

D. A covered officer may accrue a maximum of forty (40) paid vacation days; provided, however, that a covered officer shall not be entitled to receive the monetary equivalent of his/her vacation days. Upon a covered officer's termination (including death) from the Police Department, he/she or his/her estate's personal representative(s) shall be paid the monetary value, calculated as of the date of his/her termination (including death), of his/her accrued paid vacation days.

E. All paid vacation days accrued prior to October 1, 1999, will be maintained in a "vacation bank". Fifty percent (50%) of the pre-October 1, 1999, accrued paid vacation days will be maintained in the "vacation bank" until a covered officer's termination from the Police Department, at which time such covered officer shall be paid the monetary value thereof, calculated as of the date of his/her termination (including death). The remaining fifty percent (50%) of a covered officer's pre-October 1, 1999, accrued paid vacation days shall either be taken prior to September 30, 2002, or forfeited.

F. A covered officer, with the prior approval of the Chief of Police, will be permitted to split his/her paid vacation days.

G. Vacation time may be utilized in half day blocks. Any usage of vacation leave must be pre-approved by the Chief of Police.
ARTICLE 14: LEAVE.

A. Sick Leave.

1) Sick leave shall be earned at the rate of one (1) day per month. The accrual of sick leave shall be capped at 750 hours.

2) Sick leave will be used for the following reasons:

(a) Personal illness or physical incapacity which renders a covered officer unable to perform the duties of his/her position. In the event a covered officer is unable to perform the duties her/his position for more than three (3) consecutive scheduled work days, the Village reserves the right to require such covered officer to submit to the Village a physician’s certificate to that effect.

(b) Enforced quarantine when established by the Department of Health or other competent authority for the period of quarantine.

3) A covered officer on sick leave during a paid holiday shall not be charged a sick day on the holiday.

4) In the event of a covered officer’s termination (including death) from the Police Department, the value of the covered officer's unused sick leave shall be paid to the covered officer or his/her estate's personal representative(s) calculated as of the date of such covered officer's termination (including death).

5) A covered officer who has accumulated sick leave shall be allowed to donate any portion of that sick leave to another covered officer who has exhausted his/her sick leave.

B. Bereavement Leave.

When there is a death in the immediate family of a covered officer, he/she shall be granted three (3) days of bereavement leave without loss of pay or benefits.

1) For the purpose of determining a covered officer's entitlement to bereavement leave, the term "immediate family" is defined to include, but not be limited to, a covered officer's father, mother, spouse, child, brother, sister, mother-in-law, father-in-law, grandparent or grandchild. The Chief of Police, in his/her discretion, may (a) grant bereavement leave to a covered officer upon the death of a relative not specified in the foregoing sentence and (b) require a covered officer, as a condition precedent to being granted bereavement leave, to submit reasonable documentation concerning the relationship between the covered officer, the deceased and the nature of the funeral arrangements for the deceased.

2) Bereavement leave will not be charged against a covered officer’s sick leave,
vacation leave, holiday leave, or accumulated over-time.

C. In addition to any unpaid leave authorized by applicable Federal law, the Chief of Police, in his/her discretion may grant an unpaid leave of absence to a covered officer for a period not to exceed thirty (30) days.
ARTICLE 15: BENEFITS

A. The Village, at its expense, shall provide to each covered officer a medical examination every two (2) years after appointment, such medical examination to include electrocardiogram and blood tests, at a time and place designated by the Village.

B. The Village will continue in force its False Arrest Liability Insurance.

C. The Village will provide a comprehensive group insurance program ("the insurance program") to each covered officer. The insurance program shall also include dental coverage and term life insurance in the face amount of $75,000.00. However, during the term of this Agreement, other comparable insurance maybe provided by mutual agreement of the parties. Each covered officer shall contribute, on a monthly basis, fifty percent (50%) of the dollar amount, if any, in excess of the first $350.00 paid each month by the Village for insurance coverage for such covered officer.

D. The Village will establish a police library, including current Florida Statutes, relating to all phases of investigation and supervision. Pertinent publications necessary to the maintenance of good police policy will be available upon a covered officer's request.

E. If a covered officer is unable to perform the duties her/her position due to an on-the-job injury sustained during the proper performance of his/her duties and through no negligence on his/her part, such covered officer will be carried by the Village on its payroll at full pay for a period of thirteen (13) weeks, which thirteen (13) week period may be extended at the discretion of the Village Council. For the purpose of computing full pay, an amount equal to Workers Compensation and other Village-supported disability payments received by the affected covered officer will be deducted from his/her regular pay; provided that, if requested by the Village, the covered officer shall undergo a medical evaluation at the Village's expense by a doctor selected by the Village, the purpose of which will be to determine whether the covered officer is unable to return to active duty.
ARTICLE 16: HOLIDAYS AND HOLIDAY PAY

A. The Village recognizes the following paid holidays for its covered officers:

- New Years Day
- Martin Luther King's Birthday
- Presidents' Day
- Independence Day
- Memorial Day
- Covered Officer's Birthday
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Christmas Day
- Columbus Day
- Two (2) Floating Holidays

B. A covered officer who works on a paid holiday, which falls on a regularly scheduled workday shall receive, in addition to his/her regular day's pay, compensation for the paid holiday equivalent for ten (10) hours of straight regular time salary, depending upon that covered officer's daily work schedule; provided, however, that this paragraph does not apply to floating paid holidays. Such Holiday Leave may be banked and used by the covered officer until the end of the fiscal year during which time it was earned. Unused holiday leave will be converted into a monetary payment at the end of each fiscal year and paid to the officer at the end of the first pay period following September 30th.

C. If a covered officer is on authorized leave (i.e. vacation, illness, injury time, etc.) when a paid holiday occurs, that paid holiday shall not be charged against his/her leave balance.

D. Should a paid holiday fall on a regularly scheduled day off and the covered officer not work, he/she shall be paid, as compensation for the paid holiday, an amount of money equivalent to ten (10) hours of straight regular time salary, depending upon that covered officer's daily work schedule; provided, however, that this paragraph does not apply to floating paid holidays. Such Holiday Leave may be banked and used by the covered officer until the end of the fiscal year during which time it was earned. Unused holiday leave will be converted into a monetary payment at the end of each fiscal year and paid to the officer at the end of the first pay period following September 30th.
ARTICLE 17: WORK WEEK, CALL BACK AND COURT TIME.

A. The basic workweek for covered officers shall be forty (40) hours. Such service shall normally consist of four (4) ten (10) hour workdays, subject to normal shift rotation limitations. It is the intent of this section that each covered officer be entitled to a minimum of two (2) consecutive days off during each week of service.

B. Under normal circumstances, whenever a shift rotation occurs, no covered officer shall be forced to work a continuous shift. Covered officers rotating from the evening or midnight shifts will be entitled to at least eight (8) hours of off-duty before returning to work.

C. Covered officers may exchange shifts, within the same pay period, with the approval of the Chief of Police. No overtime or consecutive shifts shall result from the exchange.

D. When it is necessary for the Village to require a covered officer to return to work, not on his/her assigned shift, the Village will compensate the covered officer for a minimum of three (3) hours pay at the rate of one and one-half (1 1/2) times his/her normal salary.

E. When it is necessary for the Village to require a covered officer to appear in court, not on or contiguous to his/her regular assigned shift, the Village will pay to the covered officer a minimum of three (3) hours compensation at the overtime rate. For the purposes of this section, court appearances will be those occurrences separated from a covered officer's normal duty shift by a period of more than sixty (60) minutes.

F. Should the Village experience a financial emergency, rather than layoff covered officers, the Village reserves the right to revert to a five (5) day, eight (8) hour workweek.

G. Covered officers receiving three hours of minimum overtime compensation, or more, for a call back or court appearance may elect to receive payment in compensatory time.
ARTICLE 18: OVERTIME COMPENSATION.

A. All work performed in excess of ten (10) hours of work per shift shall be considered to be overtime work, provided however, that such covered officer works at least 35 hours in the respective pay period. For purposes of this article, hours spent at assigned training will be considered hours worked.

B. All overtime work shall be compensated at the rate of time and one-half based on a covered officer's hourly wage, which the covered officer may accept in cash or Compensatory time, at the covered officer's option. Compensatory time may be accrued up to a maximum of eighty (80) one-hundred (100) hours during the fiscal year in which it is earned. At the end of each fiscal year, the Village, at its option, may pay a covered officer for any Compensatory time accrued during the fiscal year. At that time, the covered officer shall be compensated at the rate of time and one-half based on the employee's hourly wage when such payment is made.

C. For purposes of defining and computing overtime: annual leave, sick leave, disability leave, military leave and other absences from duty on pay status shall not be considered as hours worked, except that:

1) Time off with pay for educational leave shall be considered as time worked and each Covered officer will be required to attend forty (40) hours of training per year.

2) Time off on a Village-recognized holiday falling on a covered officer's regularly scheduled workday shall be considered as time worked.

D. This article is intended to be construed only as a clarification of the normal workweek and as a basis for the calculation of overtime and not as a guarantee of hours of work per day or per week.

E. Work schedules will not be changed or altered by the Village to avoid the payment of overtime; provided, that assigned training and paid vacation shall be excluded from this section.

F. A part-time police officer shall not work a paid shift if a covered officer is available and willing to cover that shift; provided, however, that the Village shall be privileged to assign a part-time police officer to work one (1) or more paid shifts if a covered officer will be absent, due to vacation or illness, for more than two (2) days.
ARTICLE 19: SENIORITY.

A. Seniority shall be premised upon a covered officer’s continuous full-time service with the Village. Seniority shall accumulate during a covered officer’s paid absences due to illness, injury, paid vacation, military leave or other authorized leave.

B. Subject to emergency situations, seniority will be considered the determining factor for the following:

1) Vacations for each calendar year.

2) A vacancy on a shift.

3) The assignment of days off.
ARTICLE 20: "ACTING" STATUS.

On those occasions when the Chief of Police is expected to be on leave in excess of one week (five working days), the Chief of Police shall officially designate a covered officer to serve as Chief of Police in an "acting" capacity. The covered officer so designated shall be required to perform all duties and functions normally performed by the Chief of Police in accordance with instructions left by the Chief of Police for the conduct of Police Department affairs during his/her absence. The covered officer so serving shall be compensated at a rate of five (5%) percent above his/her regular salary for the time he/she is in such "acting" status.
ARTICLE 21: PROMOTIONS

In the event of a vacancy in the ranks of Police Corporal, Police Sergeant or Police Lieutenant, the selection of an employee to fill said vacancy will be at the discretion of the Chief and that decision shall not be subject to the grievance procedure. The parties agree to re-open negotiations on April 1, 2019 for the purpose of negotiating implementation of a promotional procedure to the rank of police corporal and police sergeant.
ARTICLE 22: EMPLOYEE TERMINATION.

A covered officer shall be required to submit his/her resignation at least two (2) weeks prior to the effective date of his/her voluntary termination. A covered officer who submits his/her resignation will be permitted to continue his/her employment for the two (2) week notice period without pressure from the Village for an earlier termination date, except when the covered officer and the Village voluntarily and mutually agree on an earlier termination.
ARTICLE 23: COMPENSATION

A. All covered officers whose base salaries are less than $35,000 annually as of the date of ratification shall have their base salaries adjusted to $35,000 annually retroactive to October 1, 2017, or their date of hire, whichever is earlier.

All covered officers whose base salaries are $35,000 annually or more, as of the date of ratification shall receive a seven percent (7%) wage increase retroactive to October 1, 2017.

Effective October 1, 2018, all covered officers shall receive a three percent (3%) wage increase.

Effective October 1, 2019, all covered officers shall receive a three percent (3%) wage increase.

B. The PBA and the Village hereby express their commitment to work together to create a joint labor/management agreement to create and implement a compensation system that incorporates steps for compensation growth over time to be in effect at the beginning of the next contract between the PBA and the Village. Until that system is in place, the following graduated pay increase schedule is hereby adopted: The parties agree to re-open negotiations on April 1, 2019 for the purpose of negotiating implementation of a salary step retention plan.

B. Covered officers earning less than $65,000.00 per year, gross, will receive the following pay rate increases effective the first pay period following the beginning of each fiscal year (October 1st, 2014, 2015, 2016):

* 1st Year (2014-2015) — 2% pay increase, retroactive to first pay period in October 1, 2014.
* 2nd Year (2015-2016) — 3% pay increase,
* 3rd Year (2016-2017) — 3% pay increase.

C. Police Officer base salaries shall not exceed $65,000 during the term of this Agreement.

D. Covered officers who are currently earning $65,000 (i.e., who are at the salary limit) shall receive a one (1) time 2% bonus on the 4th Year (2014-2015) of this Agreement.

D. Covered officers will receive a one-time "longevity bonus" upon reaching certain career milestones:
(1) $1000 at the 10th year of service to the Village
(2) $1200 at the 15th year of service to the Village
(3) $1500 at the 20th year of service to the Village
(4) $2000 at the 25th year of service to the Village

E. All covered officers whose regular shifts have the majority of work hours between 8 p.m. and 8 a.m. shall receive a five percent (5%) night shift pay differential.
ARTICLE 24: OFF REGULAR DUTY EMPLOYMENT.

A. A covered officer shall be compensated for off-duty work authorized by the Chief at the following rate of pay:

PATROLMEN........$40.00/hour

SUPERVISORS .... $45.00/hour

B. The above rates may be upwardly adjusted to remain competitive with other off-duty rates prevailing in Miami-Dade County, subject to approval by the Chief.

C. A covered officer injured while acting in the scope of his/her off-duty duties shall be compensated as if he/she had been on duty at the time of the injury, in accordance with the applicable provisions of the Workers Compensation Law.

D. A covered officer will be guaranteed a minimum of four (4) hours compensation by the off-duty employer, except as may be provided by Village ordinance.

E. A part-time officer will not be assigned off-duty assignments unless no covered officer is available for such an assignment.
ARTICLE 25: SEVERABILITY/JUDICIAL INVALIDATION.

Should any provision of this agreement be held invalid by a court of competent jurisdiction and such holding not be set aside by such court or an appellate tribunal, such holding shall not affect the validity of the remainder of this agreement or the context in which the provision so held invalid may appear, except to the extent that such provision may be inextricably connected in meaning and effect to the provision to which such judicial holding shall directly apply. Upon such judicial holding, the Village and the Association shall, within thirty (30) days, negotiate and endeavor to reach an agreement upon a substitute for the provision found to be invalid.
ARTICLE 26: COLLEGE TUITION REIMBURSEMENT

For covered officers who enroll in college level courses at accredited institutions, the Village will reimburse all or part of the tuition expenses and cost of books, subject to the availability of funds, as follows:

(1) Upon the prior approval of the Village Manager;
(2) Providing that said tuition and/or books are not paid for by other sources;
(3) The covered employee must be “full-time” and not be in probationary status;
(4) A request for reimbursement must be submitted at least thirty (30) days prior to the start of the course (must include a description of the course, the name of the institution of higher education, the dates of attendance and the cost of the credit hours);
(5) Requests may be amended based upon the covered officer's acceptance into the course previously chosen;
(6) The Chief will notify the covered officer of the Village's decision regarding the request in a timely manner;
(7) If authorized for reimbursement, employees must:
   a. take the course during off-duty hours
   b. provide documentation of successful completion
   c. must remain in Village employment for at least one year following completion of the coursework or repay the money to the City (amount can be withheld from last paycheck).

(8) Reimbursement for tuition and books may be paid at the 100% level for courses in which the grade of "A" or "B" was received (or "satisfactory" if letter grades are not given) not to exceed $200.00 per course. Reimbursement for tuition and books may be paid at the 50% level if the grade of "C" is achieved not to exceed $100.00 per course. Courses in which grades of "D" or lower (or "unsatisfactory") are achieved, no reimbursement monies will be paid.
ARTICLE 27: TERMS OF AGREEMENT AND REOPENING.

A. This agreement constitutes the whole agreement between the parties. Upon the ratification of this Agreement by a majority vote of the covered officers and ratification by a Resolution of the Mayor and Village Council of El Portal, authorizing the Village Manager to sign this agreement on behalf of the Village, the terms of this Agreement shall become effective as of October 1, 2014 2017, and shall remain in force until September 30, 2017 2020.

B. This agreement shall remain in effect until a successor agreement is renegotiated.
THIS AGREEMENT IS EXECUTED this ______ day of ______________ 2018.

FOR THE VILLAGE OF EL PORTAL, FLORIDA

Christia Alou, Village Manager

FOR THE DADE COUNTY POLICE BENEVOLENT ASSOCIATION, INC.

Steadman Stahl, PBA President

Cristina Escobar, PBA Assistant General Counsel

Brendan Coyle, PBA Assistant General Counsel

Jairo Borrell, PBA Representative
RESOLUTION NO. 2018-07

A RESOLUTION OF THE CITY OF CITY/TOWN/VILLAGE NAME, FLORIDA, ESTABLISHING A PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAM WITHIN THE CORPORATE LIMITS OF THE CITY OF CITY/TOWN/VILLAGE NAME; APPROVING INTERLOCAL AGREEMENTS WITH THE FLORIDA GREEN FINANCE AUTHORITY, THE FLORIDA RESILIENCY AND ENERGY DISTRICT AND THE FLORIDA PACE FUNDING AGENCY; TO WHICH THE ENTITIES WILL ADMINISTER VOLUNTARY NON-AD VALOREM FINANCING OF QUALIFYING CONSERVATION AND ENERGY EFFICIENCY, RENEWABLE ENERGY AND WIND RESISTANCE IMPROVEMENTS; AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENTS; PROVIDING FOR THE USE OF THE CITY'S LOGO; AND PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS, SCRIVENER'S ERRORS, CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, Section 163.08, Florida Statutes (the "Supplemental Act"), authorizes counties, municipalities and certain separate Local Government entities to establish and administer financing Programs pursuant to which owners of real property may obtain funding for energy conservation and efficiency, renewable energy and wind resistance improvements (as referred to therein, the "Qualifying Improvements"), and repay such funding through voluntary special assessments, sometimes referred to as non-ad valorem assessments ("Special Assessments"), levied upon the improved property pursuant to financing agreements between the owner thereof and the local government (the "Financing Agreements"); and

WHEREAS, the Florida Resiliency and Energy District and the Florida PACE Funding Agency (individually the “Agency”, collectively the “Agencies”) are currently three (3) separate legal entities and units of local government within the State of Florida which were established by separate interlocal agreements for the express purpose of providing scalable and uniform platform to facilitate the financing of Qualifying Improvements throughout Florida; and

WHEREAS, pursuant to the Supplemental Act or as otherwise provided by law, local governments may enter into a partnership with other local governments for the purpose of providing and financing Qualifying Improvements, and a Qualifying Improvement Program may be administered by a third party for-profit entity or a not for profit organization on behalf of or at the discretion of the local government; and

WHEREAS, the installation of Qualifying Improvements may increase energy efficiency and improve the wind resistance of existing structures within the City of CITY/TOWN/VILLAGE NAME thereby reducing the burdens from fossil fuel energy production and contributing to the local economy by cost savings to property owners, enhancing property values and increasing job opportunities; and
WHEREAS, the upfront costs of Qualifying Improvements impede installation and existing financing options may be insufficient for property owners to access cost-effective financing for energy-saving or wind-resistance property improvements due to requirements associated with traditional debt or equity financing options; and

WHEREAS, the Agencies have already created the financing, levy and collection process to implement PACE Programs through local government partners without cost to or assumption of liability by, or demand upon the credit of the City of CITY/TOWN/VILLAGE NAME; and

WHEREAS, the City of CITY/TOWN/VILLAGE NAME is presently without adequate, currently available and recurring funds to establish a program similar to the Agencies Programs; and recognizes that if it does initiate its own program it may be necessary that it commit significant time, staffing and monetary resources derived from all taxpayers, and that if it borrows the moneys necessary for such purpose and secures repayment by the proceeds derived from non-ad valorem assessments it imposes, it will likely face a demand from credit markets for an additional pledge of other City revenues; however as an alternative or supplement to any other program or approach chosen by the city, the city can concurrently an presently authorizes and approve the Agency to separately make the Agency’s non-exclusive program and funding for Qualified Improvements immediately to property owners and the local economy; and

WHEREAS, the City of CITY/TOWN/VILLAGE NAME City Council deems it to be in the best interest of the citizens and residents of the City of CITY/TOWN/VILLAGE NAME to authorize the appropriate City officials to execute agreements between the Florida Green Finance Authority, the Florida Pace Funding Agency, The Florida Resiliency and Energy District and the City in an effort to provide an alternative, supplemental and nonexclusive means to achieve, inter alia, immediate and careful local economic development, commerce and job creation, as well compelling state interest and public purposes described in the Supplemental Act.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CITY/TOWN/VILLAGE NAME, FLORIDA, AS FOLLOWS:

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. The City Council hereby adopts and incorporates into this Resolution the City staff report and City Council agenda memorandum relating to this Resolution. The forgoing recitals are incorporated in this Resolution as if fully set forth herein and are approved and adopted. The City Council has complied with all requirements and procedures of Florida law in processing and noticing this Resolution.

SECTION 2. ESTABLISHMENT OF PACE PROGRAM. The City Council hereby establishes a Property Assessed Clean Energy (PACE) program within the City Limits of the City of CITY/TOWN/VILLAGE NAME.

Resolution No. 2018-07
SECTION 3. APPROVAL OF AGREEMENTS; AUTHORIZATION TO EXECUTE, ETC.

(a). The City Council approves the following agreements:

(1). _______________ attached hereto and incorporated herein as Exhibit “A”.
(2). _______________ attached hereto and incorporated herein as Exhibit “B”.
(3). _______________ attached hereto and incorporated herein as Exhibit “C”.
(4). _______________ attached hereto and incorporated herein as Exhibit “D”.

(b). The City Council hereby authorizes the Mayor to execute the aforementioned agreements.

SECTION 4. IMPLEMENTING ADMINISTRATIVE ACTIONS; USE OF CITY LOGO.

(a). The City Manager is hereby authorized and directed to take such actions as he may deem necessary and appropriate in order to implement the provisions of this Resolution. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

(b). Pursuant to Section 2-13 of the Code of Ordinances of the City of CITY/TOWN/VILLAGE NAME, Florida, the City Council hereby authorize the use and display the City logo solely for communicative purposes associated with the PACE program as determined by the City Manager.

SECTION 5. SCRIVENER’S ERRORS. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 6. CONFLICTS. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. SEVERABILITY. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 8. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 24th day of April, 2018.

_________________________________________
Resolution No. 2018-07
ATTEST:

Yenise Jacobi, Village Clerk

Resolution No. 2018-07
Mayor Cubillos invites you to join the El Portal Police Officers, along with the Mayor's Task Force and Horace Mann Middle School on Earth Day for our Operation Village Wide Clean up.

#iheartelportal  •  elportalvillage.com

All volunteers will be provided with clean-up tools. Certification of community service hours will be provided upon request. To RSVP or get more information, contact: mtfelportal@gmail.com
MAYOR’S 2018 TOWN HALL SERIES
MAY TOWN HALL

Saturday, May 12th, 10 am - Noon

Women Empowering Women
Women panel with local elected officials to discuss women issues!
Ana María Rodriguez, Vice Mayor of Doral
Kristen Rosen González, Miami Beach Commissioner
Connie Leon Kreps, North Bay Village Mayor
Felicia Simone Robinson, Miami Gardens Commissioner

Brunch in Honor of Mother’s Day
Must RSVP to attend

El Portal Village Hall • 500 NE 87 St.

Moderated by El Portal Mayor Claudia V. Cubillos
& Vice Mayor of North Bay Village, Andreana Jackson

RSVP: mayorcubillos@villageofelportal.org
elportalvillage.com
VILLAGE OF EL PORTAL’S 10TH ANNUAL ARMED FORCES DAY 5K Run/Walk

SATURDAY, MAY 19TH
Village Hall • 500 NE 87th St.

- Miami-Dade County Color Guard will present the colors.
- The Run/Walk starts at El Portal’s Village Hall and will follow a course that winds through the beautiful and historic Village!
- El Portal’s Police Officers will provide safety throughout the course.
- Open to EVERYONE: runners, walkers, families, strollers, active duty military, reservists, veterans, and all friends of the Armed Forces.

FOR MORE INFO:
Councilperson Harold E. Mathis at hmathis@villageofelportal.org
Mayor Claudia V. Cubillos at mayorcubillos@villageofelportal.org or call 305 795-7880 EXT 5
Visit elportalvillage.com

FEE SCHEDULE:
El Portal Residents: $20.00
Non-El Portal Residents: $25.00
Military FREE with ID
REGISTER April 1st – May 14th at elportalvillage.com/5k
RACE IS A TIMED EVENT!

6:00 AM–6:45 AM Same Day Registration
7:00 AM Program Starts