

The City of Aventura



City Commission
Susan Gottlieb, Mayor

Zev Auerbach
Bob Diamond
Teri Holzberg
Billy Joel
Michael Stern
Luz Urbáez Weinberg

City Manager
Eric M. Soroka, ICMA-CM

City Clerk
Teresa M. Soroka, MMC

City Attorney
Weiss Serota Helfman
Pastoriza Cole & Boniske

CITY COMMISSION MEETING AGENDA

MAY 12, 2011 - 9 AM

Aventura Government Center
19200 West Country Club Drive
Aventura, Florida 33180

1. CALL TO ORDER\ROLL CALL
2. RESOLUTION:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE AND OTHERWISE ENTER INTO THAT CERTAIN COLLECTIVELY BARGAINED CONTRACT ATTACHED HERETO BY AND BETWEEN THE CITY OF AVENTURA AND THE DADE COUNTY POLICE BENEVOLENT ASSOCIATION, WHICH CONTRACT SHALL BE EFFECTIVE UPON SIGNATURE BY THE CITY MANAGER AND THE DADE COUNTY POLICE BENEVOLENT ASSOCIATION; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

3. ADJOURNMENT.

The meeting is open to the public. In accordance with the Americans with Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in this meeting because of that disability should contact the Office of the City Clerk, 305-466-8901, not later than two days prior to such proceeding. Anyone wishing to appeal any decision made by the City of Aventura Commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings and, for such purpose, 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. Agenda items may be viewed at the Office of the City Clerk, City of Aventura Government Center, 19200 West Country Club Drive, Aventura, Florida, 33180. Anyone wishing to obtain a copy of any agenda item should contact the City Clerk at 305-466-8901. One or more members of the City of Aventura Advisory Boards may also be in attendance.

CITY OF AVENTURA

OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: City Commission

FROM: Eric M. Soroka, ICMA-CM, City Manager 

DATE: May 5, 2011

SUBJECT: **Collective Bargaining Agreement Between the City and the Police Benevolent Association**

May 12, 2011 City Commission Meeting Agenda Item 2

RECOMMENDATION

It is recommended that the City Commission adopt the attached Resolution authorizing the City Manager to execute the subject document.

BACKGROUND

The City Administration and PBA finalized a Collective Bargaining Agreement. The Agreement is for the period of October 1, 2010 to September 30, 2013. The Agreement conforms to the parameters established by the City Commission.

If you have any questions, please feel free to contact me.

EMS/act

Attachment

CCO1741-11

RESOLUTION NO. 2011-35

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE AND OTHERWISE ENTER INTO THAT CERTAIN COLLECTIVELY BARGAINED CONTRACT ATTACHED HERETO BY AND BETWEEN THE CITY OF AVENTURA AND THE DADE COUNTY POLICE BENEVOLENT ASSOCIATION, WHICH CONTRACT SHALL BE EFFECTIVE UPON SIGNATURE BY THE CITY MANAGER AND THE DADE COUNTY POLICE BENEVOLENT ASSOCIATION; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, THAT:

Section 1. The Collectively Bargained Contract, attached hereto and incorporated herein, is hereby accepted by the City Commission, and the City Manager is hereby authorized on behalf of the City to execute and otherwise enter into said Collective Bargaining Agreement by and between the City of Aventura and the Dade County Police Benevolent Association.

Section 2. The City Manager is hereby authorized to do all things necessary and expedient in order to effectuate the execution of the Agreement described in Section 1 above and to carry out the aims of this Resolution.

Section 3. This Resolution shall become effective immediately upon its adoption with certain sections retroactive to October 1, 2010 and upon the execution of the Agreement by the City Manager and the Dade County Police Benevolent Association representatives.

The foregoing Resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

Commissioner Bob Diamond	_____
Commissioner Teri Holzberg	_____
Commissioner Billy Joel	_____
Commissioner Michael Stern	_____
Commissioner Luz Urbaz Weinberg	_____
Vice Mayor Zev Auerbach	_____
Mayor Susan Gottlieb	_____

PASSED AND ADOPTED this 12th day of May, 2011.

SUSAN GOTTLIEB, MAYOR

ATTEST:

TERESA M. SOROKA, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

CITY ATTORNEY

EMS/tms

**AGREEMENT
BETWEEN
THE CITY OF AVENTURA, FLORIDA**

AND

DADE COUNTY POLICE BENEVOLENT ASSOCIATION

October 1, 2010 to September 30, 2013

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ARTICLE 1

Preamble

This Agreement is entered into this ___ day of ____, 2011 by and between the City of Aventura, a Florida Municipal Corporation, hereinafter referred to as "THE CITY" or "CITY" or "EMPLOYER" and the Dade County Police Benevolent Association hereinafter referred to as "PBA" or "Association".

WHEREAS, this Agreement reduces to writing the understandings of the City and the PBA to comply with the requirements contained in Chapter 447, Florida Statutes, as amended; and

WHEREAS, this Agreement is entered into to promote a harmonious relationship between the City and the PBA and to encourage more effective employee service in the public interest; and

WHEREAS, it is understood that the City is engaged in furnishing essential public services which vitally affect the health, safety, comfort and general well being of the public and the PBA recognizes the need to provide continuous and reliable service to the public;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

ARTICLE 2

Recognition

The City recognizes the PBA as the exclusive bargaining agent for the purpose of collective bargaining with respect to wages, hours and other conditions of employment for those employees included within the certified bargaining unit described in PERC Certification No. 1237 (January 15, 1999).

Included: Sworn police personnel of the ranks of Police Officer and Police Sergeant.

Excluded: All other Department employees.

ARTICLE 3

Non-Discrimination

Section 1. The City and PBA agree not to discriminate against any employee covered by this Agreement because of age, sex, marital status, race, color, creed, national origin, religious affiliation, physical handicap or disability or sexual orientation.

Section 2. The parties agree not to interfere with the rights of employees to become members of PBA, or to refrain from such activities and that there shall be no discrimination, interference, restraint or coercion by the parties against any employee because of membership or non - membership.

ARTICLE 4

Dues Deductions

Section 1. PBA members may authorize payroll deductions for the purpose of paying PBA dues. Any member of the PBA who has submitted a properly executed dues deduction form to the City Manager or his or her designee may have his or her membership dues in the PBA deducted from his or her wages. No authorization shall be allowed for payment of initiation fees, assessments, or fines. Payroll deductions shall be revocable at any time upon request by the employee to the CITY and PBA in writing. The payroll deduction cancellation shall be effective thirty (30) days after receipt of notice revocation.

Section 2. Dues deducted shall be transmitted to the PBA on a monthly basis, accompanied by a list of those employee's names whose dues are included.

Section 3. It shall be the responsibility of the PBA to notify the City Manager or his designee, in writing of any change in the amount of dues to be deducted at least thirty (30) days in advance of said change.

Section 4. The PBA shall indemnify, defend and hold the City harmless against any and all claims, suits, orders, and judgments brought and issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

Section 5. The employee's earnings must be regularly sufficient, after other legal and required deductions are made, to cover the amount of appropriate PBA dues. When a member is in a non-pay status for an entire pay period, dues deduction from future earnings may not be made to cover that pay period. In the case of an employee who in non-pay status during only part of the

pay period, if available wages are not sufficient to cover the full dues deduction, no deduction shall be made. In this connection all legally required deductions have priority over dues.

ARTICLE 5

Management Rights

Section 1. The PBA recognizes the right of the City to operate, manage and direct all affairs of all departments within the City, except as otherwise expressly provided elsewhere in this Agreement, including the right:

(a) To exercise complete and unhampered control to manage, direct, and totally supervise all employees of the City.

(b) To hire, promote, transfer, schedule, train, assign and retain employees in positions with the City and to establish procedures therefor.

(c) To suspend, demote, discharge, lay off, or take other disciplinary action for just cause against employees in accordance with this collective bargaining Agreement, the City's Personnel Policies and Regulations, procedures and departmental policies.

(d) To maintain the efficiency of the operations of the Police Department.

(e) To determine the structure and organization of City government, including the right to supervise, subcontract, expand, consolidate or merge any department, and to alter, combine, eliminate, or reduce any division thereof.

(f) To determine the number of all employees who shall be employed by the City, the job description, activities, assignments, and the number of hours and shifts to be worked per week, including starting and quitting time of all employees.

(g) To determine the number, types, and grades and salary structures of positions or employees assigned to an organizational unit, department or project, and the right to alter, combine, reduce, expand or cease any position.

(h) To set its own standards for services to be offered to the public.

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

(j) To determine what uniforms the employees are required to wear while on duty.

(k) To set procedures and standards to evaluate City employees job performance.

(l) To establish, change, or modify duties, tasks, responsibilities, or requirements within job descriptions.

(m) To determine internal security practices.

(n) Introduce new or improved services, maintenance procedures, materials, facilities and equipment, and to have complete authority to exercise those rights and powers incidental thereto, including the right to make unilateral changes when necessary.

(o) Control the use of equipment and property of the City.

(p) To formulate and implement department policy, procedures rules and regulations.

Section 2. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described and employees, at the discretion of the City, may be required to perform duties not within their job description, but within the realm of related duties.

Section 3. Any right, privilege, or function of the City, not specifically released or modified by the City in this Agreement, shall remain with the City.

ARTICLE 6

PBA Business

Section 1. The City shall provide PBA with a bulletin board. A copy of all notices or bulletins of the PBA that are to be posted shall be submitted to the City Manager, or designee. There shall be no other general distribution or posting by employees of pamphlets, advertising or political matter, notices, or any kind of literature upon City property other than as herein provided. The bulletin boards authorized by the City for use by PBA may be used by the PBA under the terms of this Article, only for the purpose of posting the following notices and announcements:

- (a) Notices of PBA meetings;
- (b) Notices of PBA elections;
- (c) Notices of PBA appointment to office;
- (d) Notices of PBA recreational and social affairs;
- (e) Notices of Collective Bargaining Agreement ratification meetings; and
- (f) Minutes of Association Meetings.

Official PBA representatives shall post all notices. Any intentional violation of this provision by the PBA shall result in the privilege of such use of the bulletin boards being withdrawn.

ARTICLE 7

PBA Representation

Section 1. Neither party in negotiations shall have any control over the selections of the negotiating or bargaining representative of the other party. The bargaining committee of the PBA shall not consist of more than four individuals, at least one of whom must be a member of the Aventura bargaining Unit. No more than two PBA bargaining unit representatives shall be released from duty with pay for purposes of collective bargaining. The PBA will furnish the City with a written list of the PBA bargaining committee, prior to the first bargaining session, and will substitute changes thereto in writing to the City. The City agrees to alter or flex the schedule of any PBA representative to allow the representatives to attend bargaining sessions on duty regardless of shift, so long as it does not create an overtime situation or cost to the City.

Section 2. PBA representatives shall be allowed to communicate official PBA business to members prior to on-duty roll call.

Section 3. After securing permission from the Police Chief or his designee, PBA representatives and agents may be permitted to discuss PBA grievances with members during their duty hours provided such discussions shall not interfere with the performance of the member's duties and service to the community, as determined by the Police Chief.

Section 4. Special conferences on important matters will be arranged as necessary between the officers of the PBA and the City Manager or Police Chief upon the request of either party. PBA representatives shall be limited to not more than two on-duty persons.

Section 5. The PBA agrees that there shall be no solicitation of City employees for membership in the PBA, signing up of members, collection of

initiation fees, dues or assessments, meetings, distribution of PBA or affiliated PBA literature or any other business activity of the PBA on City time and during the working hours of City employees.

Section 6. Off-duty time spent on negotiations or grievances shall not be deemed "hours worked" as defined by FLSA, nor shall such time be accrued toward overtime in any employees work day or workweek.

Section 7. The City and the PBA agree that there will be no collective bargaining negotiations attempted or entered into between any persons other than the City Manager and/or his designee and designated representatives of the Association. Any attempt to circumvent the proper bargaining process shall be deemed grounds for either party to file an unfair labor practice and shall result in appropriate charges being filed against the offending party.

ARTICLE 8

No Strike

Section 1. "Strike" means the concerted failure to report for duty, the concerted absence of employees from their positions, the concerted stoppage of work, the concerted submission of resignations, the concerted abstinence in whole or in part by any group of employees from the full and faithful performance of their duties of employment with the City, participation in a deliberate and concerted course of conduct which adversely affects the services of the City, picketing or demonstrating in furtherance of a work stoppage, either during the term of or after the expiration of a collective bargaining agreement.

Section 2. Neither the PBA, nor any of its officers, agents and members, nor any employee organization members, covered by this Agreement, will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sick-out, concerted stoppage or work, illegal picketing, or any other interruption of the operations of the City.

Section 3. Each employee who holds a position with the PBA occupies a position of special trust and responsibility in maintaining and bring about compliance with this Article and the strike prohibition in Section 447.505, Florida Statutes and the Constitution of the State of Florida, Article 1, Section 6. Accordingly, the PBA, its officers, stewards and other representatives agree that it is their continuing obligation and responsibility to maintain compliance with this Article and the law, including their responsibility to abide by the provisions of this

Article and the law by remaining at work during any interruption which may be initiated by others; and their responsibility, in event of breach of this Article or the law by other employees and upon the request of the City, to encourage and direct employees violating this Article or the law to return to work, and to disavow the strike publicly.

Section 4. Any or all employees who violate any provisions of the law prohibiting strikes or of this Article may be dismissed or otherwise disciplined by the City.

Section 5. The City agrees to adhere to the provisions of Chapter 447, Florida Statutes, regarding the prohibition on lockouts.

ARTICLE 9

Legal Representation

Section 1. Whenever a civil suit in tort is brought against an employee for injuries or damages suffered as a result of any act, event, or omission of action which is alleged to have occurred while the employee was on duty or acting within the scope of his/her employment, the City will investigate the circumstances to determine whether the employee acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

Section 2. If the City determines that the employee did not act in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety or property, the City shall undertake the defense of the employee as required by law. Said defense shall cease upon judicial finding, or finding by the City, that the employee acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

ARTICLE 10

Salaries

Section 1. All police officers and sergeants employed by the City as of the date of ratification of this Agreement who were employed by the City on October 1, 2010 shall receive a two percent (2%) cost of living increase retroactive to the first full pay period starting in October 2010.

Section 2. All police officers and sergeants employed by the City on October 1, 2011 shall receive a two percent (2%) cost of living increase beginning the first full pay period starting in October 2011.

Section 3. All police officers and sergeants employed by the City on October 1, 2012 shall receive a two percent (2%) cost of living increase beginning the first full pay period starting in October 2012. Exhibit A to this Agreement sets forth the salary plan for officers and sergeants for fiscal years 2011, 2012 and 2013.

Section 4.

(a) All employees covered by this Agreement, provided that they have earned a quality point average on their evaluation of 3.5 or more shall be eligible for a merit salary increase, (move to the next step in the pay plan) except as provided in Section 1 above and Section (b) herein, on the employee's anniversary date. The anniversary date shall be defined as the employee's entrance date into his/her present position. Any employee who fails to receive a quality point average of 3.5 or more shall be reevaluated in sixty days. If the employee then receives a rating of 3.5 or more the employee shall receive his/her merit increases.

(b) Employees covered by this Agreement, who reach the maximum step of their respective salary plans shall not be eligible for merit/step increases.

Section 5. Promotions In the event of a promotion, an employee will be placed in the minimum pay step of his/her promoted position or the next highest step which will be no less than a 5.0% increase, in his/her present salary whichever affords the employee a higher increase.

Section 6. Salary Ranges All employees covered by this Agreement, hired after October 1, 2008, shall receive the minimum salary step, as outlined in the Salary Schedule outlined herein for their appropriate position classification upon his/her original appointment or based on their previous experience as a police officer may be slotted in the pay plan as approved by the City Manager.

Section 7. Detectives An employee assigned as a Detective by the Police chief shall receive a pay incentive of \$50.00 per week. Employees serving in a Detective capacity serve in said capacity at the pleasure of the Police Chief. No grievance proceeding may be filed by an affected employee when said employee's Detective capacity is terminated.

Section 8. Field Training Officer An employee assigned as a Field Training Officer by the Police Chief shall receive a pay incentive of \$40.00 per week. Employees serving in a Field Training Officer capacity serve in said capacity at the pleasure of the Police Chief. No employee grievance may be filed by an affected employee when said employee's Field Training Officer capacity is terminated.

Section 9. K-9 Officer and Swat Team An employee assigned as a K-9 Officer by the Police Chief shall receive a pay incentive of \$40.00 per week. An employee assigned as a member of the SWAT team by the Police Chief shall receive a pay incentive of \$20.00 per week. Employees serving in said capacity serve at the pleasure of the Police Chief. No employee grievance may be filed by an affected employee when said employee's capacity is terminated.

Section 10. Traffic Unit, SRO and Marine Patrol An employee assigned to the traffic unit, SRO or Marine Patrol by the Police Chief shall receive a pay incentive of \$25.00 per week. Employees serving in said capacities shall service at the pleasure of the Police Chief. No employee grievance may be filed by an affected employee when said employee's capacity is terminated.

ARTICLE 11

Severability Clause And Zipper Clause

Section 1. Should any provision of this collective bargaining agreement, or any part thereof, be rendered or declared invalid by reason of any existing or subsequently enacted state or federal law, or by any decree of a court of competent jurisdiction, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement. The parties agree to immediately meet and confer concerning any invalidated provision(s).

Section 2. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and-contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Agreement contains the entire Agreement of the parties on all matters relative to wages, hours, terms and conditions of employment as well as all other matters, which were or could have been negotiated prior to the execution of this Agreement. This Section does not prohibit the parties from entering into negotiations concerning the terms of a successor Agreement.

ARTICLE 12

Rules, Directives And Personnel Policies

Section 1. The parties agree that the City may promulgate Personnel Policies, Administrative Policy Directives and Procedures (APDP) issued by the City Manager and the General Orders issued by the Chief of Police and they shall apply to all bargaining unit members. Any changes to the Personnel Policies, Administrative Policy Directives and Procedures Manual and General Orders shall be copied to the PBA.

Section 2. In the event of any conflict between the terms of this Agreement, the APDP, Police Procedures, or the Personnel Policies, this collective bargaining agreement shall supercede to the effect that the inconsistent terms and conditions of this negotiated Agreement, if any, shall control.

Section 3. Existing employee benefits, attendance and leave and hiring and employment practices contained in the Personnel Policies, the APDP and Police Procedures and/or the General Orders are hereby incorporated herein and shall apply to all bargaining unit members.

Section 4. The City shall provide a copy of Personnel Policies, Administrative Policy Directives and Procedures (APDP) issued by the City Manager, Procedural Directives issued by the Chief of Police and a Code of Ordinances to the Association at no cost.

ARTICLE 13

Grievance Procedure

Section 1. In a mutual effort to provide 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 between the parties arising from any alleged violation of the specific terms of this Agreement.

An aggrieved employee may elect to resolve his/her grievance through the grievance procedure provided in this Agreement or through the City's Employee Concern Procedure as set forth in Chapter 4 of the City's Personnel Policies. However, only one of the above procedures may be used. Once a grievance is filed under one of these procedures, all other appeal procedures are forfeited.

Grievances relating to alleged violations of the specific terms of this Agreement filed in accordance with this Article shall be processed in the following manner.

Section 2. Verbal Grievance

Step 1

Whenever an employee has a grievance, he should first present it verbally to his immediate supervisor within ten (10) days of the event giving rise to the grievance. It is the responsibility of the supervisor to attempt to arrange a mutually satisfactory settlement of the grievance within seven (7) calendar days of the time when it was first presented to him, or failing in that, must within that time advise the employee of his inability to do so. Such contact between the employee and supervisor shall be on an informal basis.

Section 3. Formal Grievance Procedure

Step 2

If the aggrieved employee is not satisfied with Step 1 answer, he/she may, within ten (10) calendar days following the day on which he/she received the Step 1 answer, reduce the grievance to writing and submit it to the Shift Sergeant. The grievance shall be signed by the employee and shall specify: (a) the date of the alleged grievance; (b) the specific article or articles and section or sections of this Agreement allegedly violated; (c) the facts pertaining to or giving rise to the alleged grievance; and (d) the relief requested. The Shift Sergeant may informally meet with the grievant to address the grievance. A PBA representative may be present at the meeting upon the grievant's request. The Shift Sergeant shall reach a decision and communicate in writing to the aggrieved employee and PBA within ten (10) calendar days of receipt of the grievance.

Step 3

If the grievance is not resolved at Step 2, or if no written disposition is made within the Step 2 time limits, he/she shall have the right to appeal the Step 2 decision to the Chief of Police or his/or her designee within seven (7) calendar days of the due date of the Step 2 response. Such appeal must be accompanied by a copy of the original written grievance, together with a signed request from the employee requesting that the Step 2 decision be reversed or modified. The Chief of Police or his/her designee may conduct a meeting with the grievant and his/her PBA representative, if needed. The Chief of Police or his/or her designee shall, within ten (10) calendar days after the presentation of the grievance (or such longer period of time as is mutually agreed upon in writing), render his/her decision on the grievance in writing to the aggrieved employee and PBA.

Step 4

If the grievance is not resolved at Step 3, or if no written disposition is made within the Step 3 time limits, he/she shall have the right to appeal the Step 3

decision to the City Manager or his or her designee within seven (7) calendar days of the date of the issuance of the Step 3 decision. Such appeal must be accompanied by the filing of a copy of the original written grievance, together with a request form signed by the employee requesting that the Step 3 decision be reversed or modified. The City Manager or his/her designee shall conduct a meeting with the grievant and his/her PBA representative, if needed. The City Manager or his/her designee shall, within ten (10) calendar days (or such longer period of time as is mutually agreed upon in writing), render his/her decision in writing to the aggrieved employee and PBA.

Section 4. A grievance not advanced to the higher step within the time limits provided shall be deemed permanently withdrawn as having been settled on the basis of the decision most recently given. Failure on the part of the City to answer within the time limits set forth in any step will entitle the employee to proceed to the next step. The time periods contained herein may be mutually waived or extended due to unforeseen circumstances.

Section 5. Where a grievance is general in nature in that it applies to a number of employees having the same issue to be decided, it shall be presented directly to the Chief of Police or his/her designee at Step 3 of the grievance procedure, within the time limit provided for the submission of the grievance in Step 1, and signed by the aggrieved employees or the PBA representative on their behalf.

Section 6. In the event a grievance relating to the interpretation of this Agreement or relating to a discipline matter involving termination of employment, demotions for non-probationary employees, or suspensions of two (2) days or more, processed through the grievance procedure has not been resolved at Step 4, the City or the PBA may submit the grievance to arbitration within ten (10) calendar

days after the City Manager (or a designee) renders a written decision on the grievance, or the due date of that decision if no written decision is made. An individual bargaining unit member may not proceed to arbitration without the consent of the PBA. Matters relating to assignment, hiring, promotion, demotion of probationary employees, suspensions less than two (2) days and other discipline not involving a loss of pay shall not be subject to arbitration and the City Manager's decision shall be final and binding. Grievance concerning suspensions of two (2) or more days, demotions of non-probationary employees and terminations of employment may be initiated in writing at Step 4, provided that they are filed with the City Manager within ten (10) days of the date on which the employee is notified of the discipline.

Section 7. The arbitrator may be any impartial person mutually agreed upon by the parties. In the event the parties are unable to agree upon said impartial arbitrator within ten (10) calendar days after the City or PBA request arbitration, the parties shall jointly request a list of five (5) names from the Federal Mediation and Conciliation Service. Within ten (10) calendar days of receipt of the list, the parties shall alternately strike names, the City striking first. The remaining name shall act as the Arbitrator.

Section 8. The City and the PBA shall mutually agree in writing as to the statement of the grievance to be arbitrated prior to the arbitration hearing, and the Arbitrator shall confine his/her decision to the particular grievance specified. In the event the parties fail to agree on the statement of the grievance to be submitted to the Arbitrator, the Arbitrator will confine his/her consideration and determination to the written statement of the grievance and the response of the other Party. Copies of any documentation provided to the Arbitrator by either party shall be simultaneously provided to the other party.

Section 9. The Arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amendment thereto. The Arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration. The Arbitrator may not issue declaratory or advisory opinions.

Section 10. Copies of the Arbitrator's decision shall be furnished to both parties within thirty (30) days of the closing of the Arbitration hearing. The Arbitrator's decision will be final and binding on the parties.

Section 11. Each party shall bear the expense of its own witnesses and of its own representatives for the purposes of the arbitration hearing. The impartial Arbitrator's fee and any related expenses including any cost involved in requesting a panel of arbitrators, shall be paid by the non-prevailing party. The hearing room, shall be supplied and designated by the City. Any person desiring a transcript of the hearing shall bear the cost of such transcript, unless both parties mutually agree to share such cost.

Section 12. Unless otherwise agreed to by both parties, grievances under this Agreement shall be processed separately and individually. Accordingly, only one (1) grievance shall be submitted to an Arbitrator for decision in any given case. Settlement of grievances prior to the issuance of an arbitration award shall not constitute a precedent or an admission that the Agreement has been violated.

ARTICLE 14

Seniority

Section 1. Seniority shall consist of continuous accumulated paid service with the City. Seniority shall be computed from the date of appointment within a particular job classification or rank. Seniority shall accumulate during absence because of illness, injury, vacation, military leave, or other authorized leave.

Section 2. Seniority shall govern the following matters:

(a) Vacations for each calendar year shall be drawn by employees on the basis of seniority preference. (b) In the event of a reduction in force or a layoff for any reason, members of the police force shall be laid off in the inverse order of their seniority in their classification. Any member who is to be laid off who has advanced to a higher classification from a lower permanent classification shall be given a position in the next lower classification in the same department. Seniority in the lower classification shall be established according to the date of permanent appointment to that classification and the member in the classification with the least seniority shall be laid off. Members shall be called back from layoff according to the seniority in the classification from which the member was laid off. Generally, shifts and days off will be subject to seniority, however the Police Chief reserves the right to make necessary changes based on operational necessity.

Section 3. No new Police Officer shall be hired in any classification until all members of the police force on layoff status in that classification have had an opportunity to return to work, provided that individual maintains reasonably the same physical condition as on the date of layoff.

Section 4. The term "classification" has been used above in regard to layoffs, etc. The definition of the term classification means job classification such

as Police Officer or Sergeant, not job assignment such as Detective or whatever other assignments may come up from time to time.

ARTICLE 15

Labor-Management Committee

Section 1. The City and the PBA shall each name up to three (3) individuals who are employed by the City of Aventura as members of the Labor-Management Committee. This Committee may meet and confer regarding any issues related to the Police Department, which either party would like to discuss. This shall not constitute renegotiations of the Agreement, but shall serve as a forum for exchange of suggestions and recommendations. The Labor-Management Committee may meet at mutually agreeable times, but not more than once a month.

ARTICLE 16

Work Week and Overtime

Section 1. Forty (40) hours shall constitute a normal work week for employees covered by this Agreement. Nothing herein shall guarantee any member payment for a forty (40) hour work week unless the member actually works forty (40) hours or the actual hours worked and the authorized compensated leave total forty (40) hours. Authorized compensated leave shall mean leave compensated under existing City policy or the provisions of this collective bargaining agreement, (e.g. sick days, vacation time, holidays, compensation time, educational leave).

Section 2. Hours worked in excess of the regular forty (40) hour work week shall be compensated at the rate of time and one-half of the employee's regular straight time, or the equivalent in compensatory time so long as said compensatory time is taken in accordance with the Federal Fair Labor Standards Act in effect during the length of this Agreement. Overtime will be calculated in conformance with the Federal Fair Labor Standards Act.

Section 3. In the computation of work hours constituting the base forty (40) hours and/or overtime hours, the following rules apply:

- (a) Beginning October 1, 2011, sick leave shall not be counted as hours worked for the computation of overtime.
- (b) Time spent on private duty details shall not be included.
- (c) The work week, until changed by management (which is a management right) upon due notice to the member employees, shall commence Monday and terminate at midnight on Sunday.

Section 4. The department will establish the hours of work best suited to meet the needs of the City to provide superior service to the community. The City

agrees to implement, on a trial basis, a 4/10 work schedule for Patrol shifts (A, B and C) only, not including the Mall detail. The continuation of the 4/10 schedule will be evaluated prior to each bid, based on the following criteria: Overtime costs, Compensatory Time earned and usage, Sick Leave use, Training issues and Cooperation between shifts during overlap periods. The continuation of the 4/10 schedule will be announced each bid. Once a shift bid is completed, the City agrees to continue the program for the remaining period of that bid. Patrol shifts will not adopt back to back shifts. No employee grievance shall be filed if the 4/10 work schedule is discontinued

Section 5. Bargaining unit employees will be given seven (7) days notice of any change in their regular hours of work except where an emergency exists.

Section 6. Compensatory time off must be taken in accordance with the Federal Fair Labor Standards Act and City policy concerning compensatory time off. The maximum accumulation of compensatory time is 130 hours on an annual basis. An employee may cash in up to 60 hours per year provided notification is received by the Police chief by November 1 for December 1 pay out. Upon resignation or termination of employment, all compensatory time remaining to an employee's credit shall be compensated in cash.

Section 7. Assignments to the Aventura Mall shall be the sole discretion of the Chief of Police and are neither grievable nor arbitrable. The personnel, work schedule and work week for the Mall assignment will be designated by the Chief of Police or his designee.

ARTICLE 17

Off-Duty Police Work

Section 1. Off-duty police work as authorized by the Police Chief shall be compensated at the rate of not less than thirty two dollars and fifty cents (\$32.50) per hour for all bargaining unit members. There shall be an administrative fee of no less than seven dollars and fifty cents (\$7.50) per hour charged by the City.

Section 2. Off-duty employers will guarantee a minimum employment period of three (3) hours off-duty for each assignment requested of the Police department (work assignments can be split between officers).

Section 3. Personnel assigned to off-duty law enforcement jobs shall be fully protected in case of injury during such assignment by the City's Workers Compensation coverage.

Section 4. Assignments of off-duty police work shall, be fairly and evenly distributed among eligible bargaining unit members. Full time employees shall have the right of first refusal in off-duty and detail police work assignments.

Section 5. When a detail requires four (4) or more police officers, whenever possible, one of the four officers will be a supervisor. The supervisor shall be compensated at the rate of not less than thirty seven dollars and fifty cents (\$37.50) per hour. There shall be an administrative fee of not less than seven dollars and fifty cents (\$7.50) per hour charged by the City. If no supervisor is available to work the detail, then the on-duty supervisor will be assigned to monitor the detail. Supervisors who work regular off duty jobs will be compensated at the officer's rate in Section 1, above.

Section 6. The off-duty rates set forth in Sections 1 and 5 above shall be increased by five dollars (\$5.00) per hour for any off-duty police work performed on Christmas Eve, Christmas Day and/or New Year's Eve.

ARTICLE 18

Equipment and Maintenance

Section 1. Upon hiring by the City of Aventura, all new employees shall receive from the City, an initial issue as determined by the Police Chief in accordance with departmental standards. The City will replace uniforms when they become unserviceable in accordance with departmental standards.

Section 2. Any uniform including handcuffs and eyeglasses of an employee which is damaged or broken in the line of duty shall be repaired or replaced at no cost to the employee. The City shall replace wristwatches damaged while in the line of duty and not due to the employee's neglect by payment to the employee up to \$75.00 and replace prescription eye glasses or contacts damaged while in the line of duty up to \$125 and non-prescriptive eye glasses up to \$25.00. The City shall replace handcuffs at the City's expense, when not lost or damaged due to the employee's carelessness. The parties recognize that this section is intended to be utilized to reimburse employees covered by this agreement for damage to their personal property as opposed to negligent or careless loss thereof or improper use of such equipment.

Section 3. All risk of damage, loss and/or destruction to any items of a personal nature, except as referred to in Section 2 above, damaged in the line of duty while used to aid and improve vision, while on duty, is assumed by and shall be the exclusive responsibility of the unit member. The City agrees to provide each unit member with equipment necessary to perform the function of the job in lieu of the use of personal property as contemplated above.

Section 4. All items of equipment issued by the City and not considered expendable shall be returned upon termination of employment or appropriate reimbursement made subject to allowance for normal wear and tear.

Section 5. After six (6) months of service the City will pay employees uniform maintenance in the amount of \$600 (\$300 on October 1st and \$300 on April 1st). Employees assigned to the Detective Division shall receive uniform maintenance in the amount of \$850 (\$425 on October 1st and \$425 on April 1st). The parties recognize that the payments set forth in this Section are intended to reimburse employees covered by this agreement for the cost of maintaining their City issued uniforms and that no claim should be made for reimbursement for damage that occurs to such items.

ARTICLE 19

Personnel Records

Section 1. All personnel records of the employees shall be kept confidential and shall not be released to any person without having received a public records request or as required by law. The City will be bound by Florida State Statute Chapter 119 and any existing or future Attorney General's opinion regarding the release of personnel records. Except as otherwise required by Florida State Statute Chapter 119, and for the ease of understanding of the employees, this shall mean that at no time shall the news media be directly or indirectly furnished by the City with the home address, telephone number, or photograph of any employee without his/her express written consent.

Section 2. Upon reasonable request, an employee may review his/her personnel records. The member shall have the right to make duplicate copies of this record for his/her use, at no cost to the employee and the City agrees that no personnel records of the member shall be concealed from the member's inspection.

Section 3. Employees shall have the right, if they desire, to submit written comments, (including signed witness statements, under oath) with reference to derogatory performance evaluations, citizen's complaints, and any other written documentation which the employee feels is detrimental.

Section 4. Personnel files shall at no time, without the permission of the City Manager be removed from the Police Station and/or Human Resources Division.

ARTICLE 20

Bereavement Leave

Section I. In the case of death of an immediate member of the family (mother, father, sister, brother, spouse, child, stepmother, stepfather, stepchild, mother-in-law, father-in-law, grandchild, grandmother, or grandfather), full-time employees who have been in the employ of the City for three (3) months or more will receive up to four (4) days' paid leave for in-state (Florida) funerals and up to five (5) days paid leave for out-of-state funerals without charge to vacation leave credits. Any absence in excess of this amount will be charged to vacation leave or leave of absence may be arranged if an extended period is required, with the authorization of the City Manager.

ARTICLE 21

Holiday Leave

Section 1. Employees shall be eligible for the following schedule of paid holidays. When a holiday falls on Saturday, the previous Friday will be observed, and if the holiday falls on Sunday, the following Monday will be observed.

New Year's Eve Day 1/2 day
New Year's Day
Martin Luther King's Birthday
Presidents Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving
Day after Thanksgiving
Christmas Eve Day 1/2 day
Christmas Day

Section 2. Where it is necessary to maintain regular services requiring an employee to work on an official holiday, in addition to regular pay for time worked on a holiday, such employee shall receive an extra day's pay or half a day's pay, depending on the holiday outlined above, provided the employee exceeds the normal work week.

Section 3. If an employee is on authorized leave when a holiday occurs, that holiday shall not be charged against leave (authorized leave refers to vacation, illness, injury, compensation time, etc.). The employee must work the day before and the day after each holiday to be eligible for holiday pay with the exception of normal days off or excused absences.

ARTICLE 22

Personal Leave

Section 1. All employees hired before April 1st of any calendar year shall be granted twenty four (24) hours of Personal Leave for that calendar year. New employees hired on or after April 1st of any calendar year shall be granted sixteen (16) hours Personal Leave for that calendar year. New employees hired on or after July 1st of any calendar year shall be granted eight (8) hours Personal Leave for that calendar year. Personal leave shall be used for personal reasons, religious observances and transaction of personal business. No payment shall be made upon separation from City service for any unused Personal leave. No carry-over of Personal leave shall be permitted from year-to-year. Said leave shall be granted upon the approval of the City Manager and /or Department director.

ARTICLE 23

Training

Section 1. The City agrees to provide the necessary in-service training to keep each officer in compliance with minimum State standards.

Section 2. When possible, each officer will be provided an additional forty hours of in-service training annually.

ARTICLE 24

Transfers, Shift Changes and Substitutions

Section 1. It shall be the sole right of the City to transfer employees within the Police department for the betterment of the service providing such transfers are accomplished in an equitable manner, consistent with the health, safety and welfare of the City.

Section 2. Normal schedule changes shall be posted at least fourteen (14) days in advance. Unless mutually agreed by both parties, schedule changes made, in between normal rotations, shall only be made with a minimum of one (1) week notice.

Section 3. Voluntary exchange of individual workdays between employees of like rank may be permitted with the approval of Shift Supervisors provided such swaps do not interfere with the orderly operation of the Police Department.

ARTICLE 25

Group Insurance

Section 1. The city agrees to pay one hundred percent (100%) of the individual employee health coverage premium. For employees hired before October 1, 2005, the City agrees to pay seventy percent (70%) or maintain the current percentage split as of October 1, 2005 of the dependent coverage premiums. For employees hired after April 1, 2006, the City agrees to pay fifty percent (50%) of the dependent coverage premiums.

Section 2. Bargaining unit personnel who are totally disabled in the line-of-duty shall be eligible to continue to receive group health and hospitalization insurance coverage for both individual and family members under the same conditions as were enjoyed at the time of disability, until such time as the employee is eligible for said health and hospitalization coverage under the federal Medicare Program.

Section 3. The City shall provide all bargaining unit members with a short term disability insurance policy. The cost of the policy shall be paid 100% by the City and provide 66 and 2/3 percent of the unit members' normal base wage for both on and off duty injuries. Each member will be provided with a copy of the City's short term disability insurance policy upon request.

ARTICLE 26

Promotion Procedures

Section 1. Police officers with four (4) years law enforcement experience with the City of Aventura shall be eligible to take the examination for a promotion to the rank of Sergeant.

Section 2 All promotions shall be in accordance with current Police Department Policy or as such Policy is subsequently amended by the City. Should the City seek to change its promotional policy, the City will provide the PBA with a copy of the new policy at least thirty (30) days prior to the effective date of such policy. The City will announce promotional examinations at least sixty (60) days in advance of the assessment process. The eligibility list shall be valid for up to one (1) year.

Section 3. A candidate for promotion shall have the right to review the scored elements of the Assessment process.

ARTICLE 27

Probationary Employees

Section 1. All appointments to positions made from outside service shall be subject to a one (1) year probationary period from the date of said appointment. All appointments to the position of Sergeant made by promotion within the service shall be subject to a one (1) year probationary period from the date of said promotion. Probationary employees absent during their probationary period for more than 30 days shall have their probationary period extended for the amount beyond the 30 days.

Section 2. Probationary employees at the expiration of the probationary period or anytime during the probationary period shall be subject to discontinuance of service by the Police Chief upon recommendation to and approval of the City Manager.

Section 3. Probationary employees disciplined or terminated during the probationary period shall have no right to statement of cause, the reasons for rejection or to a hearing, grievance and/or appeal.

Section 4. Probationary sergeants who are terminated shall have a right of appeal only as to their status of employment in their rank of police officer.

Section 4. The just cause provision contained in the Management Rights Article of this Agreement shall not pertain to probationary employees.

ARTICLE 28

Sick Leave

Section 1. For those employees hired prior to January 15, 1998, upon retirement, resignation with two (2) weeks notice and layoffs, accumulated sick leave will be paid on the basis of the following schedule:

	% OF SICK LEAVE PAID	
	<u>YEARS OF SERVICE</u>	<u>AT BREAK IN SERVICE</u>
	Less than 1 year	0%
	Less than 3 years	10%
	3 through 5 years	25%
	5 through 7 years	50%
	Over 7 years	100%

Accumulated sick leave percentage will be paid based on the closest year.

Section 2. For those employees hired after January 15, 1998, upon retirement, resignation with two (2) weeks notice and layoffs, accumulated sick leave will be paid on the basis of the following schedule:

	% OF SICK LEAVE PAID	
	<u>YEARS OF SERVICE</u>	<u>AT BREAK IN SERVICE</u>
	Less than 1 year	0%
	Less than 3 years	10%
	3 through 5 years	25%
	5 years and over	50%

Accumulated sick leave percentage will be paid based on the closest year.

Section 3. The accumulation for payout purposes shall be no more than 750 hours for employees covered by this agreement.

ARTICLE 29

Pension Plan

Section 1. The City agrees to maintain a defined benefit pension plan for members of the bargaining unit as outlined in Chapter 36 of the City Code.

ARTICLE 30

Take Home Police Vehicle Policy

Section 1. Sworn police officers employed by the City for a minimum of two (2) calendar years covered by this agreement will be eligible to utilize City assigned police vehicles as transportation to and from work. It is expressly understood and agreed that said vehicle shall be utilized only for such transportation to and from work and that any violation of this policy may immediately result in the suspension or termination of the particular officer's privilege to utilize a vehicle for such transportation. It is further understood and agreed by the parties that the City may evaluate the "take home "policy. The City may, in its sole discretion, terminate said policy. It is also understood and agreed by the parties that any decision by the City to extend or terminate the aforesaid policy shall not be subject to the grievance/arbitration procedure contained in this agreement. The City's "take home" police vehicle policy shall be in accordance the Policy contained at Chapter 5, Subchapter 8, page 1 of the City's Administrative Policy Directives and Procedures Manual, or as such Policy is subsequently amended by the City.

ARTICLE 31

Workers Compensation Fraud

Section 1. Any employee found to have fraudulently utilized the worker's compensation program or found to falsify an on-the-job injury will be subject to immediate dismissal.

ARTICLE 32

Drug and Alcohol Testing

Section 1. The City and the PBA recognize that employee drug and alcohol abuse has an adverse impact on City government, the image of the City employees, the general health, welfare and safety of the employees, and to the general public at large. Therefore, the parties agree that the Department shall have the right to require employees to submit to drug and alcohol testing designed to detect the presence of illegal drugs and alcohol.

Section 2. Drug is defined as amphetamines, cannabinoids, cocaine, phencyclidine (PCP), hallucinogens, methaqualone, opiates, barbiturates, benzodiazepines, synthetic narcotics, designer drugs, or a metabolite of any of the above mentioned substances. Alcohol includes distilled spirits, wine, malt beverages, and intoxicating liquors.

Section 3. The Department will require members of the bargaining unit to submit to drug and alcohol tests under the following circumstances:

3.1 The Department may require all members of the bargaining unit who suffer an injury in the line of duty and/or are involved in a car accident to submit to a drug and alcohol test immediately after the accident.

3.2 The Department will require all members of the bargaining unit to submit to a drug and/or alcohol test based on its belief that the employee to be tested is under the influence of or possibly using drugs and/or alcohol drawn from specific objective and articulable facts and reasonable inferences

drawn from those facts in light of experience. Among other things, such facts and inferences may be based upon:

- (a) Observable phenomena while at work, such as direct observation of drug and/or alcohol usage or of the physical symptoms or manifestations of being under the influence of a drug and/or alcohol.
- (b) Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
- (c) A report of drug and/or alcohol use, provided by a reliable and credible source, which has been independently corroborated.
- (d) Evidence that an individual has tampered with a drug and/or alcohol test during employment with the current employer.
- (e) Information that an employee has caused, or contributed to, an accident while at work.
- (f) Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment.

Inappropriate employee behavior as described above must be personally observed by a superior officer and witnessed by at least one other employee witness, who may or may not be a superior officer or a police officer.

When confronted by a superior officer, the employee under suspicion will be offered an opportunity to explain to the superior officer, prior to being ordered to take the drug and/or alcohol test, why the aberrant or unusual behavior is noticeable. Drug and/or alcohol testing based upon reasonable suspicion will be conducted only with either the consent of the Police Chief or his/her designee or the consent of the City Manager or his/her designee. The designee shall be a sworn certified law enforcement officer above the rank of

lieutenant. Such approval shall be memorialized in writing and indicate the subject matter of the test, why the test was ordered and listing the specific objective fact(s) constituting "reasonable suspicion." A copy of this written order will be provided to the employee as soon as it is practicable to do so.

Any refusal on the part of the suspected employee to immediately comply with a valid "reasonable suspicion" drug and/or alcohol testing order will result in the immediate causal termination of the employee.

3.3 The Department, as part of its medical examination process during pre-employment, during a fitness for duty examination, and during the annual physical examinations, will require the members of the bargaining unit to submit to a drug and alcohol test.

3.4 All members of the bargaining unit, at the discretion of the Chief of Police, and/or the City Manager will be randomly tested for drugs. The selection of the employees to be tested will be made using a neutral software selection program, and shall be no greater than thirty (30) employees every six (6) months.

Section 4. An employee required to submit to a mandatory test for the presence of drugs and/or alcohol shall be entitled to have a PBA or other employee representative present during the test. However, under no circumstances will the drug and/or alcohol test be delayed for more than one (1) hour to allow for the presence of a PBA or other employee representative.

Section 5. The following procedures shall apply to the substance abuse testing administered to employees who meet the above stated conditions:

5.1 Analysis of specimens will be collected and performed only by laboratories, hospitals or clinics certified by the State of Florida, Agency for Health Care Administration (AHCA) or the Federal Substance Abuse and Mental Health Services Administration (SAMHSA), utilizing qualified sites and employing collectors trained to follow custodial collection protocols and properly maintain legal specimen chain-of-custody. Specimens that the City may use when drug and alcohol testing for the reasons set forth in Section 3 include urine, blood, and hair follicle samples. In addition, the City may use a breathalyzer for an alcohol test for any of the reasons set forth in Section 3.

5.2 Specimens shall be drawn or collected at a laboratory, hospital, doctor's office, certified medical facility or even on City premises by a certified health care professional. If the City or the collector requires an observer when the urine specimen is given, the observer shall be of the same sex as the employee being tested. All specimen containers and vials shall be sealed with evidence tape and labeled in the presence of the employee, and his/her witness should be in existence.

5.3 All drug and/or alcohol testing will be conducted using recognized technologies and recognized testing standards. The following standards shall be used to determine what level of detected substance shall constitute a **POSITIVE** test result for urine specimens:

Substance	Screening Test	Confirmation
Amphetamines	1000 ng/mL	500 ng/mL
Barbiturates	300 ng/mL	150 ng/mL
Benzodiazepines	300 ng/mL	150 ng/mL
Cocaine	300 ng/mL	150 ng/mL

Cannabinoids (Marijuana)	50 ng/mL	15 ng/mL
Methadone	300 ng/mL	150 ng/mL
Methaqualone	300 ng/mL	150 ng/mL
Opiates (Heroin, Morphine, Codeine)	2000 ng/mL	2000 ng/mL
Phencyclidine (PCP)	25 ng/mL	25 ng/mL
Propoxyphene	300 ng/mL	150 ng/mL
Alcohol (Ethanol)	0.02 g/dl	0.04 g/dl

5.4 Levels found below those set above shall be determined as negative indicators. Tests for other non-presented controlled substances and hair and blood specimens will be in accordance with federal and state government screening and confirmation standards.

5.5 All positive initial tests shall be confirmed using gas chromatograph/mass spectrometry or an equivalent or more accurate scientifically accepted method approved by AHCA. The test must also use a different scientific principle from that of the initial test procedure.

5.6 A Certified Medical Review Officer (MRO) who will be a medical professional chosen by the City will review all negative and confirmed positive laboratory results. Confirmed positive results will only be communicated to the City's designated human resources professional after the MRO has ascertained that personal prescriptions or other legal substances do not account for the laboratory findings. Investigations may include, as appropriate, telephone contact with the employee and any prescribing physician. Employees may consult the City appointed MRO concerning drugs and/or drug groups that may be tested for under this procedure.

5.7 Employees may contact the City's Medical Review Officer to ask questions concerning prescribed medications they are taking for clarification

purposes involving fitness for duty assessments

5.8 The following is a list of over the counter and prescription drugs which could alter or affect drug and alcohol test results. Due to the large number of obscure brand names and the constant marketing of new products, this list cannot be and is not intended to be all inclusive:

Alcohol:	All liquid medications containing ethyl alcohol (ethanol). Please read the label for alcohol content. As an example, Vick's Nyquil is 25% (50 proof) ethyl alcohol, Comtrex is 20% (40 proof), Contact Severe Cold Formula Night Strength is 25% (50 proof), and Listerine is 26.9% (54 proof)
Amphetamines:	Obetrol, Biphedamine, Desoxyn, Dexedrine, Didrex, Ioanamine, Fastin, Vicks Nasal Inhalers
Cannabinoids:	Marinol (Dronabinol, THC)
Cocaine:	Cocaine HCl topical solution (Roxanne)
Phencyclidine:	Not legal by prescription
Opiates:	Paregoric, Parepectolin, Donnagel PG, Morphine, Tylenol with Codeine, Empirin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guiatuss AC, Novahistine DH, Novahistine Expectorant, Diluadid (Hydromorphone), M-S Contin and Roxanol (morphine sulfate), Percodan, Vicodin, Tussi-organidin, etc.
Barbiturates:	Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Butisol, Mebaral, Butabarbital, Butalbital, Phrenilin, Triad, etc.
Benzodiazepines:	Ativan, Azene, Clonopin, Dalmane, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Halcion, Paxipam, Restoril, Centrax, etc.
Methodone:	Dolophine, Metodose, etc.
Propoxyphene:	Darvocet, Darvon N. Dolene, etc.

Section 6. Within five (5) working days after receipt of a positive confirmed test result from the testing laboratory, the City will inform the employee in writing of such positive test result, the consequences of such results, and the options available to the employee or job applicant. The City shall provide to the employee or job applicant upon request, a copy of the test results. Within five (5) working days after receiving written notification of a confirmed positive test result, an employee or job applicant may submit information to the City explaining or contesting the test results and why the results do not constitute a violation of the employer's policy. If the City disagrees with the employee's position, within fifteen (15) days of receipt of a formal challenge of positive confirmed test results, the City will respond to the employee. If the employee wishes to maintain the challenge, within thirty (30) days of receipt of the City's written response, the employee may appeal to a Court of competent jurisdiction and/or a Judge of Compensation Claims (if a workplace injury has occurred). Upon initiating a challenge, it shall also be the employee's responsibility to notify the testing laboratory which must retain the specimen until the case is settled.

Section 7. The results of all tests performed hereunder will be held confidential to the extent permitted by law.

Section 8. Any specimens found or admitted to have been adulterated or substituted before, during or after the substance abuse test, will constitute immediate grounds for employee discharge from employment.

Section 9. Employees have a right to consult with the MRO for technical information regarding prescription and non-prescription medication.

Section 10. The results of such tests shall be handled as if part of an internal affairs investigation, and the employee involved shall be afforded all the rights enumerated in Section 112.532 of the Florida Statutes. The taking of drug and/or alcohol tests from a member of the bargaining unit does not constitute an interrogation within the meaning of Section 112.532 of the Florida Statutes, unless questions are asked at the time the test is taken.

Section 11. Disciplinary consequences for having a confirmed positive drug test is the immediate discharge of the employee for cause, and the potential denial of Unemployment Compensation as specified in Sections 440.101 and 440.102 of the Florida Statutes. An employee injured in the line of duty and/or involved in an automobile accident and subsequently confirmed positive for drug and/or alcohol abuse based upon post accident testing will also be terminated from employment and may lose Workers Compensation benefits.

Section 12. An employee who tests positive for alcohol and was not involved in an accident and/or did not suffer an injury in the line of duty while under the influence of alcohol must meet the following conditions to remain employed by the Department:

- (1) Completion of an Employee Assistance Program or Substance Abuse Program approved by the City.
- (2) During the period the employee is out after a positive alcohol test result, he/she will be placed in a "no-pay" status or they may utilize their accrued vacation leave.
- (3) The employee who had a positive test result and is reinstated must sign a Last Chance Agreement that will specify immediate discharge on a second positive alcohol test.

Section 13. Any disciplinary or other adverse personnel action taken by the City Manager resulting from any test conducted pursuant to this article shall be appealable through the grievance procedure contained in this agreement through and including arbitration.

Section 14. Nothing in this Article shall prohibit an employee from voluntarily self-identifying as having a drug/alcohol abuse problem to either his/her immediate supervisor, Department Head, or the Personnel Officer, but may not do so just prior to being selected for a drug and/or alcohol test.

Such employee must meet the following conditions to remain employed by the Department:

- 1) Completion of Employee Assistance Program or Substance Abuse Program approved by the City;
- 2) During the period the employee is out of after self identifying himself/herself will be placed in a "no pay" status or they may utilize their accrued vacation leave; and
- 3) The employee who self identifies himself/herself must sign a Last Chance Agreement that will specify immediate discharge on any drug and alcohol confirmed positive test, and if he/she subsequently self identifies as having a drug and alcohol abuse problem.

Requests from employees for assistance in this regard shall remain confidential to the extent permitted by law and shall not be revealed to other employees or members of management without the employee's consent.

Employees enrolled in drug/alcohol abuse programs as outpatients, shall be subject to all City rules, regulations and job performance standards. The Department will not discharge, discipline, or discriminate against an employee solely upon the employee's voluntarily seeking treatment for a drug and/or alcohol related problem, if this is the first time that an employee has entered an employee assistance program for drug/alcohol related problems.

Drug and alcohol abuse are serious personal concerns for many individuals. The City provides employees in such circumstances with the services of an Employee Assistance Program which may be called to obtain *free, confidential, professional referral assistance.*

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ARTICLE 33

Reopening of Negotiations

Section 1. The Union may request that this Agreement be re-opened for the sole purpose of engaging in negotiations concerning Article 29 of this Agreement during the third year of the Agreement (i.e., October 1, 2012 through September 30, 2013). If the Union chooses to request that this Agreement be re-opened for that limited purpose, the Union must make its request in writing to the City by May 1, 2012. Should the Union make a timely written request, the parties agree that they will commence negotiations on this issue by June 15, 2012. In the event that the Union exercises its option to reopen the Agreement as set forth above, the City may request that this Agreement be re-opened for the sole purpose of engaging in negotiations concerning wages.

Section 2. If during the life of this Agreement a pension plan actuarial evaluation is completed which would include the requirement for an increase in the City and employees contribution, the parties agree to reopen the Pension Article within thirty (30) days for the sole purpose of only discussing Article 29 Pensions "employee and city contributions". In no event shall the employees' contribution increase by more than 1% in each year of the contract. All other provisions of this Agreement shall remain in full force and effect during any reopening.

ARTICLE 34

Court Time

Section 1. Bargaining unit employees shall receive a minimum of three (3) hours overtime at one and one-half (1 ½) times their regular rate for necessary off-duty work related to court appearances required by court order or quasi-judicial and administrative hearings, concerning pending criminal, civil or traffic cases. To be eligible, an employee must be called back to work at a time outside his/her normal working hours, and at least three (3) hours before the beginning of the shift and one (1) hour after the end of the shift. Pay for witness fees shall be returned to the City. Employees may be permitted to accrue compensatory time for off-duty court appearances in lieu of cash payments.

ARTICLE 35

Term of Agreement

Section 1. This Agreement shall be effective upon ratification by the PBA and the City, and shall continue through September 30, 2013.

Section 2. In the event a new collective bargaining Agreement is not reached prior to the expiration of this Agreement, the terms and conditions of this Agreement shall be binding upon the parties until the ratification of a new collective bargaining Agreement.

Section 3. It is understood and agreed that this Agreement constitutes the total agreement between the parties. The term of this Agreement shall not be amended, except by the mutual written consent of the parties as they may from time to time agree.

This Agreement is made and entered into and executed this _____ day of _____, 2011.

CITY OF AVENTURA

DADE COUNTY POLICE BENEVOLENT ASSOCIATION

Eric M. Soroka, City Manager

John Rivera, President

Representative

ATTEST:

Representative

Teresa M. Soroka, City Clerk

Representative

Brett J. Schneider City Labor Attorney

Andrew Axelrad, PBA Attorney

EXHIBIT A

Salary Plan - 2010-2011 October 1, 2010 through September 30, 2011		Salary Plan - 2011-2012 October 1, 2011 through September 30, 2012		Salary Plan - 2012-2013 October 1, 2012 through September 30, 2013	
Police Officers (includes 2 % COLA)		Police Officers (includes 2 % COLA)		Police Officers (includes 2 % COLA)	
STEP 1	\$ 49,966.24	STEP 1	\$ 50,965.56	STEP 1	\$ 51,984.87
STEP 2	\$ 52,464.55	STEP 2	\$ 53,513.84	STEP 2	\$ 54,584.12
STEP 3	\$ 55,087.77	STEP 3	\$ 56,189.53	STEP 3	\$ 57,313.32
STEP 4	\$ 57,842.16	STEP 4	\$ 58,999.00	STEP 4	\$ 60,178.98
STEP 5	\$ 60,734.27	STEP 5	\$ 61,948.96	STEP 5	\$ 63,187.94
STEP 6	\$ 63,770.98	STEP 6	\$ 65,046.40	STEP 6	\$ 66,347.33
STEP 7	\$ 66,959.53	STEP 7	\$ 68,298.72	STEP 7	\$ 69,664.69
STEP 8	\$ 70,307.51	STEP 8	\$ 71,713.66	STEP 8	\$ 73,147.93
STEP 9	\$ 73,822.89	STEP 9	\$ 75,299.35	STEP 9	\$ 76,805.34
STEP 10	\$ 76,406.68	STEP 10	\$ 77,934.81	STEP 10	\$ 79,493.51
Police Sergeants (includes 2 % COLA)		Police Sergeants (includes 2 % COLA)		Police Sergeants (includes 2 % COLA)	
STEP 1	\$ 67,396.32	STEP 1	\$ 68,744.25	STEP 1	\$ 70,119.14
STEP 2	\$ 70,766.13	STEP 2	\$ 72,181.45	STEP 2	\$ 73,625.08
STEP 3	\$ 74,304.43	STEP 3	\$ 75,790.52	STEP 3	\$ 77,306.33
STEP 4	\$ 78,019.67	STEP 4	\$ 79,580.06	STEP 4	\$ 81,171.66
STEP 5	\$ 81,920.65	STEP 5	\$ 83,559.06	STEP 5	\$ 85,230.24
STEP 6	\$ 86,016.67	STEP 6	\$ 87,737.00	STEP 6	\$ 89,491.74
STEP 7	\$ 90,317.51	STEP 7	\$ 92,123.86	STEP 7	\$ 93,966.34
STEP 8	\$ 94,833.39	STEP 8	\$ 96,730.06	STEP 8	\$ 98,664.66
STEP 9	\$ 98,152.56	STEP 9	\$ 100,115.61	STEP 9	\$ 102,117.92