

**THE CITY OF RIVIERA BEACH, FLORIDA**

**AND**

**INTERNATIONAL UNION OF POLICE**

**ASSOCIATION**

**FOR POLICE OFFICERS AND SERGEANTS**

**CONTRACT YEAR OCTOBER 1, 2008**

**THROUGH**

**SEPTEMBER 30, 2009**

## TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	PREAMBLE.....	5
1	RECOGNITION.....	6
2	TERMS OF AGREEMENT.....	7
3	REPRESENTATION OF THE CITY.....	8
4	REPRESENTATION OF THE I.U.P.A.....	9
5	PREVAILING BENEFITS.....	10
6	NO STRIKE PROVISION.....	11
7	MANAGEMENT RIGHTS.....	12
8	HOLIDAYS.....	14
9	COMPASSIONATE LEAVE.....	15
10	WORKING CONDITIONS.....	16
11	BULLETIN BOARD.....	17
12	VACATION.....	18
13	COURT PAY.....	20
14	OVERTIME.....	21
15	COMPENSATION OVERTIME.....	22
16	LINE OF DUTY INJURIES.....	23
17	HAZARD DUTY PAY.....	24
18	CLOTHING ALLOWANCE.....	25
19	CLEANING ALLOWANCE.....	26

<u>ARTICLE</u>		<u>PAGE</u>
20	EVIDENCE STORAGE.....	27
21	SAFETY.....	28
22	PHYSICAL FITNESS.....	29
23	ON CALL.....	30
24	FIELD TRAINING OFFICER.....	31
25	SENIORITY AND PERSONNEL REDUCTION.....	32
26	GRIEVANCE PROCEDURES.....	34
27	DEPARTMENTAL DISCIPLINARY REVIEW BOARD..	39
28	INTERVIEW PROCEDURE.....	41
29	PROMOTIONS.....	43
30	HOLIDAY COMPENSATION TIME.....	52
31	SICK TIME.....	53
32	LOCKER SPACE.....	56
33	BREATHALYZER OPERATORS.....	57
34	WAGES.....	58
35	ATTENDANCE AT MEETINGS.....	61
36	TIME POOL.....	62
37	RULES OF CONSTRUCTION.....	63
38	TOTAL AGREEMENT.....	64
39	PROVISIONS IN CONFLICT WITH LAW.....	65
40	PRODUCTIVITY.....	66
41	REDUCTION OF ABSENCES.....	67

<u>ARTICLE</u>		<u>PAGE</u>
42	MISCELLANEOUS .....	69
43	DEFINITIONS .....	70
44	DENTAL INSURANCE.....	72
45	HEALTH INSURANCE/LIFE INSURANCE .....	73
46	PENSION .....	74
47	DRUG TESTING.....	75
48	AMERICANS WITH DISABILITIES ACT .....	92
49	EMPLOYEES UNABLE TO PERFORM JOB DUTIES FOLLOWING ON-THE-JOB INJURY/ JOB-RELATED ILLNESS OR DISABILITY.....	93
50	EDUCATION INCENTIVE.....	95
	APPENDIX A.....	96
	SIGNATURE .....	97

## **PREAMBLE**

This contract, entered into by the City of Riviera Beach, Florida hereinafter referred to as the "City", and International Union of Police Association, hereinafter referred to as the I.U.P.A., Employee Organization or Union, has as its purpose:

- (1) The promotion of harmonious relationships between the City and the I.U.P.A.
- (2) The establishment of an equitable and peaceful procedure for the resolution of differences, and
- (3) The establishment of rates of pay, hours of work and other conditions of employment.

Therefore, the Parties mutually and in good faith agree to the following:

**ARTICLE 1: RECOGNITION**

**A.** The I.U.P.A. recognizes the City Council as the elected representatives of the citizens of the City of Riviera Beach and the legally constituted authority responsible for determining the purpose, mission, and operation of the city.

**B.** The City recognizes the I.U.P.A. as the exclusive representative for all sworn police employees in the classification of lieutenant of the Riviera Beach Police Department, as specified in P.E.R.C. order entered in case number RC-97-029 and CA-97-099 issued October 21, 1997, and certification number 1201 issued June 16, 1998.

## **ARTICLE 2: TERMS OF AGREEMENT**

This agreement shall be effective October 1, 2008, and shall remain in full force and effect through the 30th day of September 2009. The duration of this agreement shall be for a term of one (1) year ending in 2009. The parties agree to reopen negotiations by April 5, 2009. In the event there is no resolution on the contracts, the parties agree to declare impasse and proceed to a resolution of the disputed items by submission of the issues in dispute directly to the City Council by bypassing the impasse procedures outlined in Florida Statutes Chapter 447.

**ARTICLE 3: REPRESENTATION OF THE CITY**

The City shall be officially represented by the City Manager or a person or person designated in writing to the I.U.P.A. by the City Manager. The City Manager or his designated representative shall have sole authority to conclude an agreement on behalf of the City, subject to ratification by official resolution of the City Commission. It is understood, however, that if the City Manager designates a representative to negotiate with the I.U.P.A., then such designated representative(s) shall be empowered to fully engage in good faith collective bargaining and make tentative agreements subject to final approval by the City Manager and the City Council.

#### **ARTICLE 4: REPRESENTATION OF THE I.U.P.A.**

The I.U.P.A. shall be represented by the President or Chairman of the I.U.P.A. or by a person or persons designated in writing to the City Manager by the President or Chairman of the I.U.P.A. The identification of representatives shall be made each year by March 1. The President or Chairman of the I.U.P.A. or person or persons designated by said President shall have full authority to conclude tentative agreement on behalf of the I.U.P.A., subject to ratification of a majority vote of those bargaining unit members voting on the question of ratification. It is understood that the I.U.P.A. representative or representatives are the official representatives of the I.U.P.A. for the purpose of negotiating with the City. Negotiations shall not be entered into with persons other than those described above, regardless of their position or association with the I.U.P.A. The I.U.P.A. agrees to notify the City Manager in writing of any change in the designation of the President or Chairman of the I.U.P.A., or any change in certified representatives of the I.U.P.A. The City recognizes the INTERNATIONAL UNION OF POLICE ASSOCIATION, as the exclusive bargaining agent for the sworn personnel in the unit certified by the Public Employees Relations Commission as stated in Article 1- Recognition.

**ARTICLE 5: PREVAILING BENEFITS**

All job benefits in effect at the time of the execution of this Agreement, except those that are modified by this Agreement which were heretofore authorized by the City Manager or benefits provided for by ordinance of the City Commissions, not specifically provided for or abridged by this Agreement, shall remain in full force and effect for the duration of this Agreement.

## **ARTICLE 6: NO STRIKE PROVISION**

**A.** International Union of Police Association agrees not to engage in a strike, work stoppage, slowdown or other form of interference with operation and mission of the City Administration, as prohibited by Florida Statute.

**B.** Any employee who participates in, or promotes a strike, work stoppage, slowdown or other form of interference with the operation and mission of the City Administration shall be subject to discipline up to and including discharge.

**C.** In the event of a strike, work stoppage, slowdown or interference as defined presently in the Public Employees Relations Act, Section 447.203 (6) with the operation and accomplishment of the mission of the City Administration, the President of the I.U.P.A. shall promptly and publicly disavow such strike or work stoppage and order the employees to return to work and attempt to bring prompt resumption of normal operations. An authorized I.U.P.A. representative shall notify the City within twenty-four (24) hours after the commencement of such strike, what measures it has taken to comply with the provision or the provisions of this Article.

**D.** Failure to abide by the terms set forth in this Article, may cause the City Council to terminate this Agreement.

**E.** Nothing contained herein shall interfere with the exercise of free speech.

## **ARTICLE 7: MANAGEMENT RIGHTS**

The I.U.P.A. recognizes that the City has and will continue to retain, whether exercised or not, the responsibility and authority to operate and manage its affairs in all respects and the powers or authority which the City has not officially abridged, delegated, or modified by the express provisions of this Agreement, are retained by the City. The rights of the City, through its management officials, shall include, but shall not be limited to the following:

- A.** To manage and direct the employees of the City.
- B.** To hire, promote, transfer, schedule, assign, and retain employees in positions with the City.
- C.** To suspend, demote, discharge or take disciplinary action against employees from duties for just cause.
- D.** To relieve employees from duty because of lack of work, business necessity, funds or other legitimate reasons.
- E.** To maintain the efficiency of the operations of the City.
- F.** To determine the methods, means and personnel by which such operations are to be conducted, including the right to contract and subcontract existing and future work.
- G.** To determine the organization of City government.
- H.** To determine the number of employees to be employed by the City.
- I.** To determine the number, types and grades of positions or employees assigned to an organizations unit, department or project.
- J.** To determine internal security practices.
- K.** To determine those matters to be covered by the Civil Service System.
- L.** To determine the minimum manning requirements to provide safety and security to the citizenry of Riviera Beach.

**ARTICLE 7: MANAGEMENT RIGHTS (CONTINUED)**

1. The City Council has the sole authority to determine the purpose and mission of the City and all its employees and amount of the budget to be adopted. Those inherent managerial functions are prerogatives and policy making rights which the City has not expressly modified or restricted by a specific provision of the Agreement, directly or indirectly, subject to the grievance or bargaining.
  
2. If, in sole discretion of the City Council, it is determined that civil emergency condition exist, including but not limited to riots, civil disorders, hurricane conditions, or similar catastrophes, the provision of this Agreement may be suspended by the Mayor during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.
  
3. It is understood by the Parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described, and the employees at the discretion of the City, may be required to perform duties not within their job description.
  
4. Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the City of Riviera Beach. Accordingly, the union agrees that it will instruct its members to work diligently in order that the services performed meet the above standards.
  
5. Those inherent managerial functions, prerogatives and policy making rights of the City are not in any way directly or indirectly under this contract subject to infringement.

## **ARTICLE 8: HOLIDAYS**

The City shall recognize the following days as Holidays:

1. New Year's Day
2. Dr. Martin Luther King's Birthday
3. Washington's Birthday
4. Memorial Day
5. Independence Day
6. Labor Day (First Monday in September)
7. Veteran's Day
8. Thanksgiving Day (Fourth Thursday in November)
9. Friday following Thanksgiving Day
10. Christmas Day (December 25th)
11. Employee's Birthday

Employees must work their scheduled day before and their scheduled day after the holiday in order to be paid for the holiday, (unless excused by the Department Head), or on their scheduled days off. Holidays, when worked, shall be paid at the rate of double-time and one half the employees normal hourly rate. Employees not working holidays will be compensated for eight (8) hours at their normal hourly rate. The day on which the above holidays will be observed will be determined by the City. Holiday pay is applicable on the day the City observes the holiday.

## **ARTICLE 9: COMPASSIONATE LEAVE**

**A.** In the event of the death of the mother, stepmother, father, stepfather, brother, stepbrother, sister, stepsister, spouse, son, stepson, daughter, stepdaughter, grandparent, mother-in-law, or father-in-law, brother-in-law or sister-in-law who is the direct sibling of spouse or a regular full time employee , said employee shall be entitled to paid compassionate leave, not to exceed three (3) working days for any one death.

**B.** Five (5) days shall be granted if the employee is in attendance at the funeral and such funeral is held out of state.

**C.** The City Manager may grant additional leave under this section if the circumstances warrant it. However, the City Manager's determination under this section shall be final and not subject to the grievance procedure.

**ARTICLE 10: WORKING CONDITIONS**

The City shall endeavor to maintain the comfort of the employee through maintenance of air-conditioning and heating units, and insure vehicles are maintained in a safe reliable condition through an established maintenance reliability program as determined by the Police Chief or designee.

## **ARTICLE 11: BULLETIN BOARD**

The City shall allow space within the confines of the Police Department Squad Room for a bulletin board for INTERNATIONAL UNION OF POLICE ASSOCIATION notices and Union Information. No derogatory or demeaning information against the City's personnel shall be posted on the bulletin board. The Chief of Police or Assistant Chief of Police shall determine if such information is posted and may order its removal. The judgment of the Chief or Assistant Police Chief shall not be arbitrable.

**ARTICLE 12: VACATION**

A. The parties hereto agree that each employee, after his first six months of service and continuing through the fifth year of service, shall accrue paid vacation at the rate of one (1) day per month of employment to a maximum of twelve (12) days per year. Thereafter, paid vacation days will accrue according to the following schedule:

<b><u>AMOUNT OF SERVICE</u></b>	<b><u>HOURS # OF DAYS PER YEAR</u></b>	<b><u>HOURS ACCUMULATED PER YEAR</u></b>	<b><u>ACCUMMULATED PER WEEK</u></b>
7-12 months	6	48.0	1.848
1-5 years	12	96.0	1.848
6 years	13	104.0	2.000
7 years	14	112.0	2.152
8-10 years	15	120.0	2.308
11 years	16	128.0	2.460
12 years	17	136.0	2.616
13 years	18	144.0	2.768
14 years	19	152.0	2.924
15 years or more	20	160.0	3.076

**ARTICLE 12: VACATION (CONTINUED)**

**B.** Employees are eligible to take vacation upon completion of the one (1) year probationary period.

**C.** An employee utilizing at least five (5) days of vacation during the previous fiscal year may elect to receive payment, in lieu of vacation, for up to 50% of any remaining accrued vacation time. The employee must make this election in October, of the current fiscal year. Payment will be made by December 31<sup>st</sup> of the election year. Payment will be at the employee's current rate of pay, as of date paid and will not be affected by any subsequently adopted retroactive pay increases. Any unused or unpaid vacation leave shall remain in the employee's vacation leave accrual account.

**D.** The maximum number of vacation days any employee may accumulate shall be twice his/her annual rate of accrual.

**ARTICLE 13: COURT PAY**

The City shall pay at a rate of time and one half overtime to employees required to attend county and/or circuit court and deposition while off duty, stemming from actions arising from duty hours, with a minimum of two (2) hours for such overtime.

## **ARTICLE 14: HOURS OF WORK AND OVERTIME**

Pursuant to Article 7. Management Rights, Section E to maintain the efficiency of the operations of the City, departmental wide shift schedules, excluding shift rotation, shall not be changed without the City providing ten (10) days advanced notice to the Union of the change.

The City shall compensate each employee at the rate of time and one half per hour for all hours worked in excess of forty (40) hours per week for employees assigned to 8 hour shifts in a seven (7) day work cycle. Employees assigned a twelve (12) hour shift in a 14 day work cycle, shall be compensated time and one half for all hours worked in excess of 84 hours. Holidays, vacations, and compensatory time will not be considered as days worked for overtime compensation.

**ARTICLE 15: COMPENSATION OVERTIME**

**A.** Employee shall be entitled to payment for overtime hours as outlined in Article 14 unless, by mutual consent of the employee and supervisor, compensatory time credit is taken in lieu of payment. In such cases, one and one-half hours of compensatory time credit shall be provided the employee for each hour of overtime worked.

**B.** Compensatory time off must be taken in the same fiscal year in which compensatory time credit is earned. Compensatory time credit shall not be carried over into the next fiscal year. Payment for any accumulated compensatory time credit, for which the time off has not been taken, will be made in the last pay period of the fiscal year.

**C.** Total accumulated compensatory time credit shall not exceed thirty (30) hours, (i.e., twenty (20) hours of employment at time and one-half) per fiscal year for any one employee.

**ARTICLE 16: LINE OF DUTY INJURIES**

A. The City agrees to carry full Worker's Compensation coverage for all employees, as required by Florida Statutes.

**ARTICLE 17: HAZARD DUTY PAY**

**A.** The City shall compensate each motorcycle officer, special response team (SRT) and K-9 officer at the rate of fifteen dollars (\$15.00) per week for K-9, motorcycle officer and special response team (SRT) duty so long as the officer is so assigned. Officers will be paid the fifteen dollars (\$15.00) per week in the pay check following performance of the assigned duty.

**B.** The Union and the City agree that effective June 27, 1992, officers who are assigned K-9 dogs will be compensated five (5) hours per week at straight time rate for the care and upkeep of the animal. These five (5) hours shall represent all compensation the employee shall receive during a seven (7) day period for the care and upkeep of the animal. When the employee is on duty, the employee's work hours will be adjusted to insure that the care and upkeep of the animals will be performed on duty. Nothing herein precludes the City from releasing the K-9 officer from his shift one (1) hour per day for the care and upkeep of the animal. Where the officer is released from police duty during his shift, the five (5) hours shall serve to satisfy the compensation for the officer for all work related to the care and upkeep of the animal for the seven (7) day period.

## **ARTICLE 18: CLOTHING ALLOWANCE**

Employees required to wear plain clothes as a part of their duty shall, in November of each calendar year, receive a five hundred dollar (\$500.00) clothing allowance. This payment shall be a lump sum payment.

Any employee leaving plain clothes assignment or the employment of the City for any reason shall return, on a prorated basis, clothing allowance funds for the remainder of the fiscal year. The City shall have the right to deduct from the employee's final pay check an amount equal to the prorated clothing allowance.

Those employees remaining in the employ of the City who are no longer eligible for the plain clothes allowance may have their prorated amount deducted from their weekly pay check in equal installments until the full amount is repaid.

**ARTICLE 19: CLEANING ALLOWANCE**

A cleaning allowance of fifteen dollars (\$15.00) per week shall be paid to each employee upon ratification of the contract.

**ARTICLE 20: EVIDENCE STORAGE**

The City, realizing the necessity of storing evidence to be used in criminal cases, shall provide a location to maintain evidence in pending cases of sufficient size as not to hamper storage of the employee's official equipment in the personnel equipment locker.

## **ARTICLE 21: SAFETY**

Police vehicles will not be placed into operation if they are unsafe pursuant to Florida State Statutes definition of defective or unsafe equipment.

The employee shall have the right to call to the attention of the shift officer in charge, the following items not in good working order:

1. Tires
2. Brakes
3. Steering (front-end)
4. Windshield wipers and washers (when necessary)
5. Lights, external and internal
6. Motor mounts

The officer in charge will then pull the vehicle from the City's service, if he deems it necessary. The vehicle will remain out of City service until repaired.

Nothing in this Article shall prohibit the City from removing any vehicle from service, at any time the City may feel it is necessary.

Any employee who observes or suspects an unsafe condition regarding a motor vehicle will report same to his immediate supervisor and will immediately complete a Vehicle Repair notice. A copy of the completed Notice shall be placed inside the vehicle in a conspicuous location and a copy will be provided to the shift supervisor.

## **ARTICLE 22: PHYSICAL FITNESS**

The I.U.P.A. realizes the need for a physical fitness program, and further recognizes that to be physically fit is a condition of employment.

The City shall have the right to implement a physical fitness performance evaluation prior to accepting new employees. All employees are expected to participate in the prescribed physical fitness program in order to maintain their capacity to provide effective services.

The City will endeavor to formulate a fitness program flexible enough to take into consideration the age, health, and disability of the employee.

**ARTICLE 23: ON CALL**

Those employees who are not provided with a take home vehicle by the City will be paid at the rate of time and one half for a minimum of three (3) hours, if the employee is called out beyond regular duty hours.

Employees who are provided take home vehicles will not be provided call out pay. However, the employee shall be compensated for call out at straight time provided the employee does not exceed the regularly scheduled work week hours.

## **ARTICLE 24: FIELD TRAINING OFFICER**

The City shall compensate all training officers at the rate of five percent (5%) so long as the officer is so assigned and provided the officer has successfully completed the Field Training Officer's Course. Nothing contained herein shall require management to assign training duties to an employee solely on the basis of having completed a Field Training Officer's Course. Management reserves the right to assign personnel to fulfill training obligation as determined by Department needs. Employee removed from this assignment shall not be grievable to arbitration. After an employee has served three (3) years as a Field Training Officer, then the five percent (5%) will remain a part of the employee's salary.

When management identifies officers with exemplary knowledge, skills and abilities in patrol fundamentals and techniques and the liability to effectively train, management may utilize the officer as a Field Training Officer in lieu of having completed the Field Training Officer Program. Identified officers will be mandated to attend and, successfully complete a Field Training Officer Course within twelve (12) months of their initial assignment as a Field Training Officer.

Criteria for the Field Training Officer shall be placed on the job announcement. When selecting a Field Training Officer, a union representative must be included on the panel. The Police Chief's selection decision shall not be grievable to arbitration.

The City has the right to require re-certification or retraining of any officer who has been previously certified in the Field Training Officer's Program.

**ARTICLE 25: SENIORITY AND PERSONNEL REDUCTION**

A. Seniority shall be defined as the total length of continuous service in the Police Department. Seniority shall continue to accrue during all types of compensable leave, approved by the City. Approved leaves of absence without pay shall not count towards the accrual of seniority.

B. Employees shall lose their seniority as a result of the following:

1. Termination
2. Retirement
3. Resignation
4. Lay-off exceeding six (6) months
5. Failure to report to the Dept. of Human Resources intentions of returning to work, within five (5) days of receipt of recall, as verified by Certified Mail, Return Receipt.
6. Failure to report from Military Leave within the time limits prescribed by law.

C. The City Council will determine the classification and numbers of employees to be laid off. When the lay-off occurs, probationary employees shall be laid-off first, and then regular, full time employees, in the inverse order of their seniority at the time of the lay-off. Probationary employees shall have no recall rights.

Lay-offs shall be by seniority except where lay-off adversely impacts the City's ability to comply with minimum requirements to provide safety and security to the citizens of Riviera Beach.

In the event that two (2) or more employees affected have the exact same amount of seniority, the higher current performance rating shall prevail.

**ARTICLE 25: SENIORITY AND PERSONNEL REDUCTION (CONTINUED)**

**D. Bumping Rights** - Any employee who is scheduled for lay-off or whose job has been eliminated, or is replaced on his present job by a more senior employee, shall be entitled, if qualified, as determined by the Chief of Police, to replace an employee junior in seniority in any position of the same or lower rank.

**E. Recall** - Employees on lay-off status will retain recall rights for six (6) months. Employees will be notified of their recall by Certified Mail to the last address in the employee's records.

Within five (5) work days of a Certified Receipt date, laid off employees must signify in writing, their intention of returning to work, to the Dept. of Human Resources. Failure to respond to the notice within the prescribed time limits previously stated above, shall constitute a resignation by the employee.

Recall will be offered to laid off employees provided they are physically qualified and able to perform all of the duties of the job.

When employees are recalled from lay-off, the employee with the greatest seniority in the classification, shall be recalled first.

## **ARTICLE 26: GRIEVANCE PROCEDURES**

### **A. DEFINITIONS**

1. A grievance is defined as any dispute involving the application or interpretation of this Agreement.
2. The term "employee" includes an individual within the bargaining unit covered by this Agreement.
3. The term "day" when used in this procedure, shall mean calendar days, Monday through Friday, excluding holidays.

### **B. WITHDRAWAL OF GRIEVANCE**

A grievance may be withdrawn by the grievant or the I.U.P.A. at any time, and at any step of this procedure, provided, however, that same grievance may not be filed the second time by the same parties, after the grievance has been withdrawn.

A grievance shall be processed as hereinafter provided:

**Step 1.** Within five (5) working days of the misapplication or misinterpretation, an employee may initiate a verbal complaint with the supervisor. Within three (3) working days the supervisor will verbally notify the employee of his decision.

**Step 2.** If the grievance has not been satisfactorily resolved verbally in Step 1, the I.U.P.A. or its representative or the employee, shall reduce the grievance to writing on the standard for provided for this purpose, and present such written grievance to the employee's division commander within three (3) working days of the grievance. The division commander shall meet with the I.U.P.A. or

**ARTICLE 26: GRIEVANCE PROCEDURE (CONTINUED)**

the employee, or shall respond to the I.U.P.A. in writing three (3) working days from the receipt of the grievance.

**Step 3.** If the grievance has not been satisfactorily resolved in Step 2, the I.U.P.A. may present a written appeal to the department head within seven (7) working days from the time the response was due in Step 2. The department head or designee shall meet with the I.U.P.A. representative and shall respond in writing to the I.U.P.A. within seven (7) working days from the receipt of the appeal. Any grievance not processed in accordance with the time limits provided shall be considered conclusively abandoned.

**Step 4.** In the event the grievant is not satisfied with the disposition of the grievance at Step 3, or if no disposition has been made within the time limits as provided in Step 3, the I.U.P.A. may submit the grievance appeal to the City Manager or designee within five (5) days from the time the response was due in Step 3. The City Manager or designee shall indicate in writing the disposition of the grievance to the grievant/I.U.P.A. within ten (10) days from the receipt of appeal from the department head.

**Step 5.** In the event that the I.U.P.A. is not satisfied with the disposition of the grievance at Step 4, or if no disposition has been made within the time limits as provided for in Step 4, the I.U.P.A. may submit the grievance to arbitration, using the Federal Mediation and Conciliation Services (FMCS). Such request shall be filed with the City Manager no later than five (5) days after the City Manager's response is due in Step 4 of the grievance procedure. The arbitration proceeding shall be in accord with the rules of FMCS.

**ARTICLE 26: GRIEVANCE PROCEDURE (CONTINUED)**

If the City Manager does not agree that the matter is arbitrable, notification shall be sent to the I.U.P.A. of such within ten (12) days of receipt of the I.U.P.A. request to proceed to arbitration. The parties agree that in such an instance, an arbitrator will be selected according to the rules of FMCS, to determine solely the question of arbitrability. Such decision shall be based solely on written briefs, exhibits and affidavits submitted by the parties, with no oral argument allowed. In the event the arbitrator finds the grievance not arbitrable, the I.U.P.A. will take no further action regarding the arbitrability of the grievance.

If there is no objection by either party to the arbitrability of the grievance, and the above mentioned procedure has been fully complied with or results in a determination that the grievance arbitrable, the parties shall proceed to arbitrate the grievance.

The arbitrator shall have no power to add to, subtract from, modify or alter the terms of the Agreement. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement "not" to be subject to grievance procedure or arbitration or which is not specifically covered by this Agreement; nor shall this collective bargaining agreement be construed by an arbitrator to supersede applicable laws in existence at the time of this Agreement. The arbitrator may not issue declaratory or advisory opinion and shall confine himself exclusively to the question which is presented to him, which question must be actual and existing. The arbitrator shall render his decision in writing within thirty (30) days, or as soon as possible after the close of the arbitration hearing, and shall furnish a copy to the City and the I.U.P.A. Both parties agree that the decision of the arbitrator shall be final and binding.

## **ARTICLE 26: GRIEVANCE PROCEDURE (CONTINUED)**

The fees and expenses of the arbitrator shall be shared equally by the City and the I.U.P.A.

All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

### **C. GENERAL PROVISIONS**

1. The time limits provided in this Article shall be strictly observed, unless extended by written agreement by the parties. Failure of the I.U.P.A. or grievant, whichever is appropriate, to proceed with the grievance within the times herein before provided, shall result in the dismissal of the grievance. Failure of the City or its representatives to respond within the times provided, shall entitle the I.U.P.A. or grievant, whichever is appropriate, to proceed to the next step in the grievance procedure.

2. All grievances shall be processed during times which do not interfere with, or cause interruption of an employee's work responsibilities.

3. The filing of a grievance shall in no way interfere with the right of the City to proceed to carry out its management responsibilities, subject to the final resolution of the grievance. The employee shall abide by the management decision involved in any grievance, prior to and during the time the grievance has been filed, and shall not discontinue his duties prior to or during the time a grievance is being processed.

**ARTICLE 26: GRIEVANCE PROCEDURE (CONTINUED)**

4. The date of disposition shall be the date on which the immediate supervisor or other management official delivers the disposition to the I.U.P.A. or grievant, whichever is appropriate, or the date of postmark in those instances where delivery is by U.S. Mail.

5. The commencing of legal proceeding against the City in a court of law or equity, or before the Public Employees Relations Commission or any other administrative agency, by an employee or the I.U.P.A. for misapplication or misinterpretation of the terms of this Agreement, shall be deemed an election of remedy and shall be deemed a waiver by said employee or the I.U.P.A. of its/their right to resort to the grievance and arbitration on procedure contained in this Agreement.

6. I.U.P.A. is the exclusive bargaining agent for all certified officers of the Police Department and the parties agree that the City may refuse to recognize any grievance not previously reviewed, approved and filed by I.U.P.A.

(A) Any member believing that there is a grievance, shall discuss the matter with the immediate supervisor and attempt to resolve the stated concern. If the concern is not resolved through discussion with the immediate supervisor, the grievance shall be presented to I.U.P.A. for its consideration as a grievance. If I.U.P.A. does not accept handling the grievance based upon membership in I.U.P.A., the employee may proceed with their own representative.

## **ARTICLE 27: DEPARTMENTAL DISCIPLINARY REVIEW BOARD**

No career service employee (an employee having satisfactorily completed probationary period) shall be dismissed, demoted, fine, suffer a forfeiture of time, or be suspended without a hearing prior to such action. When deemed to be in the best interest of the City, the City reserves the right to relieve an employee from active duty, with pay, pending such hearing.

There shall be established a Departmental Disciplinary Review Board for the purpose of such hearings. Said Board shall be composed as outlined in Florida Statutes, Section 112.532(2).

The Board's decision shall be advisory and not binding on the department. The department will notify the employee and the review board of its decision, in writing, with five (5) working days after the decision has been rendered.

The employee shall be entitled to representation by an employee of his choice and shall be permitted to examine witnesses, to present evidence and testimony, to cross examine, and to put on a defense. Neither the employee nor the City may be represented by an attorney or anyone other than an employee of the department.

If the decision of the board or the department head is unsatisfactory to the employee, he may choose to use the City grievance procedure or contractual grievance procedure (if applicable) with the right to appeal the Civil Service Board or arbitration.

It is agreed that the convening of the Departmental Disciplinary Review Board shall be effectuated within five (5) working days following the Notice of Intent to Administer Discipline, and that said Review Board shall within fifteen (15) working days of its conclusion, render its written recommendation to the Department. Should the accused employee request to continue a hearing or delay its convening, then it is agreed that the City has the right to impose the proposed penalty immediately. If the penalty is imposed, should the employee prevail on the employee's grievance, the employee shall be made whole for any loss sustained.

**ARTICLE 27: DEPARTMENTAL DISCIPLINARY REVIEW BOARD (CONTINUED)**

Any decision by the Departmental Disciplinary Review Board or any rules of procedure used by the Board are not arbitrable under this collective bargaining agreement.

The City shall have the right to suspend, place on administrative leave, without pay, an employee for a period of one (1) working day for any reason the City feels in an emergency situation or two (2) working days or occurring on weekend or holiday. The employee shall be notified of the reasons for the administrative leave prior to the effective date of the leave.

## **ARTICLE 28: INTERVIEW PROCEDURE**

Where an investigation is initiated by the City of Riviera Beach Police Department against an employee where a formal statement under oath is elicited from the accused employee, the interview shall be conducted under the following conditions:

**A.** The interview shall be conducted at a reasonable hour, preferably while the accused is on duty, unless the seriousness of the investigation is of such degree that an immediate action is required. The City shall endeavor to the best of its ability to interview on duty.

**B.** The investigating officer shall designate the location at which the interview shall take place. It shall be at (1) the office of the command of the investigating officer; or (2) the station, bureau of unit in which an incident allegedly occurred.

**C.** The accused shall be informed of the rank, name and command of the officer in charge of the investigation, the interviewing party and all persons present during the interview. All questions directed at the accused shall be asked by and through one (1) interviewer at any one time.

**D.** The accused shall be informed of the nature of the investigation prior to any interview, and given the names of all known complainants.

**E.** The interview shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.

**ARTICLE 28: INTERVIEW PROCEDURE (CONTINUED)**

**F.** The accused shall not be subjected to abusive or offensive language or threatened with transfer, dismissal or other disciplinary actions. No promise, reward or threat of action shall be made as an inducement to answering any question.

**G.** The complete interview shall be recorded and there shall be no unrecorded questions or statements. The accused retains the right to record the complete interview.

**H.** No mechanical device, including but not limited to, polygraph, psychological stress evaluator, et al, shall be forced onto an accused, nor shall disciplinary action be taken against an accused who refuses to submit to such testing.

**I.** At the request of the accused, the accused shall have the right to be represented by counsel or any other representative of the accused choice during the entire interview.

**J.** Where an attorney or employee representative is requested but cannot be present within four (4) hours of notification of the interview, the employee shall be required to obtain another employee representative or counsel within the above four (4) hour time frame. When an employee representative or counsel is present, they shall not have the right of cross examination.

## **ARTICLE 29: PROMOTIONS**

Promotions shall be considered in the following manner:

**A. CONDUCT OF EXAMINATIONS:** All examinations shall be conducted in a manner which fairly tests the ability and capacity of those individuals admitted to the examination. The actual conduct of every examination shall be under the direction of a professional tester, free from interference or influence of any person. The Department of Human Resources, in consultation with the Chief of Police, shall select the professional tester who shall conduct all promotional examinations and grading thereof.

**B. NOTICE OF PROMOTIONAL EXAMINATION:** Whenever a vacancy arises, the Police Chief shall request the Department of Human Resources to post a notice of a promotional examination. In the request the Chief shall advise the Department of Human Resources of the materials to be covered on the examination. The City shall give notice sixty (60) days before the scheduled promotional examination. Such notice shall include the examination date, eligibility requirements, the areas which the examination will cover, and the sources from which the examination is drawn. The notice shall be posted on the departmental bulletin board.

**C. ELIGIBILITY TO TAKE EXAMINATION:** Each eligible employee wishing to take the examination shall so state in writing and submit same to the Department of Human Resources at least thirty (30) days prior to the examination. Applicants for both the Sergeant's and the Lieutenant's promotional examinations must apply on or before the application cut off date. No employee on probation shall be eligible to sit for the promotional examination. The Chief of Police shall post a list of those persons eligible to take the examination on the departmental bulletin board. Said list shall be posted at least twenty-five (25) days prior to the date of the examination.

## **ARTICLE 29: PROMOTIONS CONTINUED**

If an employee who is determined ineligible wishes to challenge the eligibility determination, the employee may submit an appeal to the Department of Human Resources at least twenty (20) days prior to the date of examination. The decision of the Department of Human Resources shall be final.

1. Eligibility for Sergeant of Police: To be eligible to take the examination for sergeant of police, the candidate must meet the following criteria:

a. Prior to the date of the examination, the candidate must have three (3) years of continuous service as a sworn full-time Riviera Beach Police officer.

b. One hundred sixty (160) hours of career development courses, or a two (2) or four (4) year college degree in criminal justice or a related field from an accredited college.

c. The term "continuous service" when used in this Article means employment in the City's service without break or interruption, provided that absence on military leave, education leave (as long as the furthering of this education is to the benefit of the City), time off for vacation or sick leave or extension without pay of vacation or sick leave, or other leave of absence not to exceed ninety (90) days, shall not affect continuity of service. All employees who enter the armed services of the United States in any period of national emergency or who are called into service, and all employees who have been granted educational leaves, must resume re-employment with the City within thirty (30) days after his discharge, release from military service, or completion of the educational course.

## **ARTICLE 29: PROMOTIONS (CONTINUED)**

Upon return to City service, the employee shall be reinstated to the position previously held by him and shall be entitled to receive salary at the rates to which he would have been entitled had his service with the City not been interrupted. When a person terminates his employment with the City for any reason, his continuity of service ceases. Should the person be rehired at a future date, employment begins as a new employee and benefits will be accrued as of the date of rehire. However, should an employee be rehired within six (6) months of his termination at the convenience and request of the City due to the needs for the employee's skills, full continuity of service less time of termination may be granted with all benefits restored.

2. Eligibility for Lieutenant of Police: To be eligible to take an examination for lieutenant of police, the candidate must meet the following criteria:

a. Prior to the date of the examination, the candidate must have eighteen (18) months of continuous service as a sworn police sergeant in the Riviera Beach Police Department and satisfactorily completed the probationary period.

b. Two hundred forty (240) hours of career development courses or a four (4) year degree in police department management from an accredited college.

c. The term "continuous service" when used in this Article means employment in the City's service without break or interruption, provided that absence on military leave, educational leave (as long as the furthering of this education is to the

**ARTICLE 29: PROMOTIONS (CONTINUED)**

benefit of the City), time off for vacation or sick leave or extension without pay of vacation or sick leave, or other leave of absence not to exceed ninety (90) days, shall not affect continuity of service. All employees who enter the armed services of the United States in any period of national emergency or who are called into service, and all employees who have been granted educational leaves, must resume re-employment with the City within thirty (30) days after his discharge, release from military service, or completion of the educational course.

Upon return to City service, the employee shall be reinstated to the position previously held by him and shall be entitled to receive salary at the rates to which he would have been entitled had his service with the City not been interrupted. When a person terminates his employment with the City for any reason, his continuity of services ceases. Should the person be rehired at a future date, employment begins as a new employee and benefits will be accrued as of the date of rehire. However, should an employee be rehired within six (6) months of his termination at the convenience and request of the City due to the needs for the employee's skills, full continuity of service less time of termination may be granted with all benefits restored.

**D. CANDIDATE MAY INSPECT EXAMINATION PAPER:** Immediately following the examination and its grading, the employee may request a review of his examination paper with the professional tester. If an employee fails to request this review, the employee's test score shall be final. If after the review the professional tester does not agree to alter the answer(s) as suggested by the employee, the answer of the professional tester shall be final. Where an answer is changed based upon this review process, all employee examinations will be adjusted to reflect the correct answer. The decision of the professional tester under this section shall not be appealable or arbitrable.

**ARTICLE 29: PROMOTIONS (CONTINUED)**

**E. NO MAKE-UP EXAMS:** There will be no make-up promotional examinations.

**F. PROMOTIONAL PROCESS:** Candidates must obtain a minimum score of seventy percent (70%) on the written examination to be eligible for further consideration. Written promotional examinations shall be augmented by oral interview and staff evaluations. The oral interview shall be conducted by members of local law enforcement agencies, which shall include three (3) persons of the rank of lieutenant or captain, depending on the promotional level, under the supervision of the City's Director of Human Resources or designee. The average shall count up to fifteen (15) points towards the maximum of one hundred (100) points.

The respective weight given to written examinations, oral interviews and staff evaluations to determine the candidate's total rating shall be:

Written Examination:	50%
Oral Interview:	15%
Staff Evaluation:	35%

An aggregate score of seventy percent (70%) must be obtained to be promoted.

Staff evaluation shall be determined by averaging the assigned number of points to ratings as indicated below: Time period for eligible or deductible points for staff evaluation are based on date of the posting by the Human Resources Department of a list of employees eligible to sit for the test.

**1. PERFORMANCE EVALUATION FOR PAST TWO (2) YEARS AS TAKEN  
FROM PERSONNEL FILE:**

Unsatisfactory & Improvement Needed	0 Points
Satisfactory	1 Point
Excellent	3 Points
Outstanding	5 Points

**ARTICLE 29: PROMOTIONS (CONTINUED)**

Total Points - Average all evaluations within past two (2) years, assigning points to ratings as indicated above (Maximum 5 points).

Points: \_\_\_\_\_

**2. EDUCATION AND TRAINING**

Formal Education:

Master degree or higher	8 Points
Four-Year Degree or 120 semester hours	7 Points
Two-Year Degree or 60 semester hours	6 Points

Accredited schools (MSA, NASC, NCA, NEASC, SACS, WASC and those schools set forth in F.S. 943.22) as recognized by the U.S. Department of Education

Select highest achieved  
(Maximum 8 Points) Points: \_\_\_\_\_

Career Development Courses:

Through Advanced (including FDLE Advance Course)	3 Points
Supervision( including formal FDLE Supervisor Course)	2 Points
Mid-Management (including FDLE Mid-Management Course)	3 Points

Select highest completed  
(Maximum 3 Points) Points: \_\_\_\_\_

Seminars and Short Courses:

Less than Eighty Hours 1/2 Point Each for a  
Maximum Total of 2 Point

Military experience 2 Points  
3 years active duty or 5 years reserve with honorable discharge

Points: \_\_\_\_\_

**ARTICLE 29: PROMOTIONS (CONTINUED)**

**3. COMMENDATION** As determined and approved by the Chief of Police to include letters of commendation and awards signed by the Chief of Police or designee

To Five	1 Point
More Than Five	2 Points

Total Points: (Maximum 2 Points) Points: \_\_\_\_\_

**4. SENIORITY**

1 Point for each year of continuous service up to 10 (Credit shall be based upon satisfactory completion of a quarter of a year).

Total Points: (Maximum 10 Points) Points: \_\_\_\_\_

**5. RESIDENCY**

Candidates who live within the City of Riviera Beach shall be entitled to receive additional credit if said candidates resides within the city limits three (3) months prior to the announcement of said examination.

Total Points: (Maximum 3 Points) Points: \_\_\_\_\_

**TOTAL POINTS FOR STAFF EVALUATION POINTS: \_\_\_\_\_**

**6. DISCIPLINARY ACTION (WITHIN PAST TWO YEARS)**

Written - Subtract ½ Point each	Points: _____
Suspensions:	
1 Day - Subtract 1 Point each	Points: _____
2-3 Days - Subtract 2 Points each	Points: _____
4-10 Days - Subtract 5 Points each	Points: _____
11-15 Days- Subtract 7 Points each	Points: _____
16 & Up - Subtract 10 Points each	Points: _____

If discipline is in the grievance process at the City Manager's level, the City Manager has 30 days from the date of the eligibility posting to respond. Decision of discipline shall be based on the City Manager's response to grievance.

**TOTAL POINTS TO BE SUBTRACTED: POINTS: \_\_\_\_\_**

**ARTICLE 29: PROMOTIONS (CONTINUED)**

Points for Seminars and Short Courses  
(Maximum 2 Points)

Points: \_\_\_\_\_

(Maximum 15 Points)

Points: \_\_\_\_\_

The City shall give the employee at least seven (7) days notice that the employee's files will be reviewed by the board. It is the officer's responsibility to verify that all of the documents should be credited to the employee are in employee's file kept by the Police Department and the employee's file kept in the Human Resources Department prior to the review of employee's file by the board.

**GRAND TOTAL (Maximum 35 Points):**

**POINTS: \_\_\_\_\_**

The employee's personnel file shall be reviewed by the Chief, two (2) staff officers, and one (1) lieutenant of the Riviera Beach Police Department to evaluate the performance record of the employee. This will count up to thirty-five (35) points towards maximum of one hundred (100) points.

**G. ELIGIBILITY LISTS:** The City shall post the eligibility lists required from this testing procedure, with persons with the highest point total listed first. In the event there are five (5) or more names on the list, the Chief must choose one (1) of the top five (5) and not necessarily in the order of standing. If there are less than five (5) names on the list, the Chief may choose one (1) name or reject all. If there is one (1) or more names on the list, the Chief may choose to accept or reject the individual (as per Section 15-10 of the City Code of Ordinance). In each instance, the Department shall forthwith deliver to the I.U.P.A. the names of the persons selected for promotion and their number on the eligibility list. Eligibility lists shall remain valid for twelve (12) months from the date of posting of the list.

**ARTICLE 29: PROMOTIONS (CONTINUED)**

All promotional processes shall be initiated when a vacancy occurs. The City shall then test and promote as previously stated in this Article to any open position until the list is exhausted.

**H. JURISDICTION IN AREAS OF APPEAL:** The City of Riviera Beach and the I.U.P.A. shall have jurisdiction in all areas of appeal and grievances in regards to the examination.

**I.** The professional judgment of any person or entity engaged in this process shall not be grievable or arbitrable.

### **ARTICLE 30: HOLIDAY COMPENSATION TIME**

The City shall allow accumulated compensation time for each employee requesting compensation time instead of paid overtime for holidays.

The holiday compensation days will not be taken in conjunction with vacation time unless a specific waiver is approved by the Chief of Police or his designee.

Only seven (7) holiday compensation days can be taken at one time and only seven (7) compensation days can be taken over to the next year.

Any compensation time request shall be at the discretion of the Police Chief or designee. No more than seven (7) days can be accumulated at any one time. If the employee is eligible for any additional days the employee will either be paid at the rate of double time and one half the employee's normal hourly rate or the employee will be allowed time off at the employee's request subject to the discretion of the Police Chief or designee.

### **ARTICLE 31: SICK TIME**

**A.** Employees who have satisfactorily completed six (6) months of their probationary period, shall earn one (1) day of sick leave for each month of continuous services, commencing the first of the month following their probationary period, with no limitations on maximum accumulated days.

**B.** Employees who have satisfactorily completed six (6) months of their probationary period, and who incur a non-duty sickness or disability shall receive sick leave as accrued with full pay. Such sick leave shall be charged against the employee's accrued sick leave. Duty related sickness, injuries or disabilities which are determined to be covered by worker's compensation, shall not be charged to the accumulative sick leave of the employee.

**C.** Employees shall be paid fifty percent (50%) of any unused sick leave days, up to one hundred thirty-two (132) days, upon termination of employment, for other than disciplinary reasons. Regular full time employees with fifteen (15) years or more service shall be paid one-hundred per cent (100%) of any unused sick leave days, up to one hundred thirty-two (132) days, upon termination of employment, for other than discharge. Such sick leave payment shall be at the employee's current regular rate of pay.

**D.** If an employee who has satisfactorily completed his/her probationary period is discharged for cause, the employee will not receive any compensation for unused accrued sick leave.

**E.** Absence for any three (3) consecutive working days shall require a doctor's certificate upon returning to work. Such certificate shall specify the medical reason why the employee was absent from his/her regular duties and was unable to perform work.

**ARTICLE 31: SICK TIME (CONTINUED)**

**F.** Whenever, in the judgment of the Police Chief or designee, sick leave may appear to be abused, or where any employee regularly uses his/her sick leave as it is earned, the employee requesting such sick leave may be required to furnish competent medical proof for such absence. Prior to sick leave pay being granted, a conference will be held with the Police Chief or designee. Such competent medical proof shall include a physician's statement attesting to the employee's inability to perform work on the day(s) of absence and the medical reason for such.

The definition of abuse shall include but not be limited to, when an employee consistently takes sick days before or after their regular days off, or sets a pattern of taking certain days off each month.

**G.** Abuse of sick leave, or a false claim for sick leave, may be considered cause for disciplinary action.

**H.** An employee who is absent from work shall notify the Police Chief of such absence. If possible, the absence should be reported prior to the start of any scheduled shift.

**I.** Failure on the part of the employee to timely notify the department of any absence for which sick leave is claimed, and/or failure to provide medical documentation in a form and manner acceptable to the department, shall result in a denial of sick leave.

**ARTICLE 31: SICK TIME (CONTINUED)**

**J.** Any employee accruing at least thirty (30) days of sick leave at the beginning of a fiscal year, may elect to be paid for six (6) days accrued during the subsequent year provided at the end of the subsequent year the employee has at least thirty (30) days in his/her sick leave account. This selection must be made in October. Payment will be at the employee's current rate of pay as of date paid and will not be affected by any subsequent adopted retroactive pay increase. The remaining days shall be added to the employee's sick leave accrual account.

**K.** Any employee who has accrued at least sixty (60) days sick leave at the beginning of a fiscal year may elect to be paid for nine (9) days accrued during the subsequent year provided at the end of the subsequent year the employee has at least sixty days in his/her sick leave account. The selection must be made in October. Pay will be at the employee's current rate of pay as of date paid and will not be affected by any subsequently adopted retroactive pay increase. The remaining days shall be added to the employee's sick leave accrual account.

**L.** Any employee employed at the beginning of the fiscal year, and who has accrued less than thirty days of sick leave, may elect to be paid for three (3) days of accrued leave. In order to elect to be paid, the employee must not have used more than two (2) days of sick leave in the preceding year. The election must be made in October. Payment will be at the employee's current rate of pay as of date paid and will not be affected by any subsequently adopted retroactive pay increase.

**ARTICLE 32: LOCKER SPACE**

The City shall allow one (1) standard size police locker within the confines of the Police Department for International Union of Police Association Property.

### **ARTICLE 33: BREATHALYZER OPERATORS**

Breathalyzer operators shall be compensated at a rate of time and one half their regular rate of pay at a minimum of two (2) hours, for each time called out to administer a test.

The City shall pay six (6) hours at time and one-half for each breathalyzer operator who attends the mandatory annual refresher course when off duty.

### **ARTICLE 34: WAGES**

Effective upon ratification, employees will, on their anniversary date, advance to the next step based on their annual evaluation. The City shall retroactively advance employees to the next step based on employee's annual evaluation. To be eligible for retroactivity, an employee's anniversary date must have been between October 1, 2008 and the date the contract is ratified by the parties. A lump sum will be given for any amount exceeding the maximum. (See Appendix A for pay grade)

Any pay increase after October 1, 2009, are subject to the parties agreeing to same and if no agreement is reached, the employee's salaries will remain frozen at their September 30, 2009 rate until a new contract is reached.

Employees who are of the opinion that their evaluation is inappropriate, may file an appeal to the Chief of Police. The Chief of Police's decision shall be final. The performance evaluation shall not be grievable to arbitration.

Employees who are rated unsatisfactory during any contract year, will not be eligible for advancement.

Employees who are of the opinion that their evaluation is inappropriate, must submit a written request to their evaluating supervisor to contest their rating within ten (10) working days after receiving their evaluation. The written request shall set forth the specific reasons for the objection along with any necessary documentation. The supervisor has ten (10) working days to

### **ARTICLE 34: WAGES CONTINUED**

review the objection and resolve the issue. If the employee is not satisfied by the resolution, the employee may appeal by one (1) of the following two (2) procedures:

(1) If the employee received an unsatisfactory rating, the employee shall set forth in writing, the steps taken to improve the performance after advised by the supervisor. Unless improvement was made by the employee, the unsatisfactory rating may be appealed. The employee shall submit the appeal in writing to the Chief of Police within five (5) working days from the date the employee received the evaluator's denial of the employee's objection to the evaluation. The Chief of Police may take one of the following three (3) actions:

- (a) Advise supervisor to re-evaluate employee with a minimum score of satisfactory.
- (b) Reject the employee's appeal.
- (c) Schedule a meeting with the employee and the evaluator to present their respective arguments.

An employee who receives an unsatisfactory rating may request a re-evaluation within six (6) months after receipt of an unsatisfactory rating.

If the employee receives a satisfactory rating or above, the employee's salary shall be adjusted to the new salary effective on the date of the new rating.

### **ARTICLE 34: WAGES CONTINUED**

(2) If the employee received a satisfactory evaluation rating or above, the employee shall set forth in writing, the specific reasons for the objections along with documentation to the Chief of Police within five (5) working days from the date the employee received the evaluator's denial of the employee's objection. The Chief of Police may take one of the following three (3) actions:

- (a) Advise the supervisor to change the evaluation to a higher score;
- (b) Reject the employee's appeal.
- (c) Schedule a meeting with the employee and the evaluator to present their respective arguments.

The following procedure will be adhered to for presentation of the parties respective positions. The presentation will be limited to one (1) hour of discussion. A decision will be rendered at the conclusion of the presentation. An I.U.P.A. representative may be present to assist in the presentation. The decision of the Chief of Police shall be final on the performance evaluation and shall not be grievable to arbitration.

This provision does not apply to probationary police officers.

Pay days will be bi-weekly on Friday. Bi-weekly is defined as every two (2) weeks. In the event pay day falls on a holiday, the City shall have the discretion to pay employees on the day before or the day after the holiday.

### **ARTICLE 35: ATTENDANCE AT MEETINGS**

The City will provide the option of direct deposit to all employees upon institution of the bi-weekly pay days.

The President, or such designated official of the I.U.P.A. shall be allowed time off without loss of pay from his regular employment, when necessary, to attend official meetings of the City Council, Police Pension Board and Civil Service Board. The President or designated official of I.U.P.A. will be allowed time off when he has been notified by the office of the City Manager or designee that matters affecting the terms and conditions of employment of the employees of the Police Department are on the agenda of said meeting. Officers of the I.U.P.A. shall be allowed time off without loss of pay to handle grievance and arbitration matters.

### **ARTICLE 36: TIME POOL**

**A.** The City shall recognize a time pool to be used by the I.U.P.A. as essential to conduct I.U.P.A. business. This time may be used by the President and/or designee. The President or designee will notify the City as to whom, what, why, when, and where this time will be used for the purpose of City bookkeeping.

Whenever possible, the I.U.P.A. shall provide reasonable notice of time pool requests. The Chief of Police or designee may refuse a request for time in the event of a manpower shortage.

**B.** The City shall credit the time pool with eight (8) hours compensation time for each employee covered by the bargaining unit at the beginning of the fiscal year (October 1). The I.U.P.A. shall notify the City before August 1 of its intentions for the next fiscal year.

**C.** If the I.U.P.A. does not choose to utilize the time pool in this Article, the compensation time in any given year, the employee shall be given the eight (8) hours compensation time off on his/her birthday. Further, if the employee's birthday falls on his/her day off, then the eight (8) hours compensation time must be taken either the day before or the day after the employee's birthday.

**D.** The union time pool is suspended, however, those hours in the pool are available for use by the union as outlined in this Article. No new hours shall be granted to the union without further negotiations with the City.

### **ARTICLE 37: RULES OF CONSTRUCTION**

It is agreed and understood that this Agreement constitutes the whole Agreement between the parties and notwithstanding any other terms or provisions of this Collective Bargaining Agreement. It is expressly agreed that this Collective Bargaining Agreement shall not in any of its parts be construed by any arbitrator or court in any way which supersedes or preempts applicable laws.

**ARTICLE 38: TOTAL AGREEMENT**

The duration of this Agreement shall be for a term of three (3) years. The effective date of this Agreement shall be from October 1, 2005 to September 30, 2008.

**ARTICLE 39: PROVISIONS IN CONFLICT WITH LAW**

If this Agreement or any provision, sections, subsections, sentence, clause, phrase, or word of this Agreement is in conflict with any law, as it is finally determined by a court of competent jurisdiction which had presented to it the issue of conflict as it may pertain to this Agreement, that portion of the Agreement in conflict with said law or ordinance or resolution or court interpretation of law shall be null and void and subject to renegotiation. But the remainder of the Agreement shall remain in full force and effect with it being presumed that the intent of the parties herein was to enter into the Agreement without such invalid portion or portions.

## **ARTICLE 40: PRODUCTIVITY**

**A.** The International Union of Police Association and the City recognize that the citizens of Riviera Beach are entitled to receive services at the highest possible level, subject to budget limitations. Therefore, the I.U.P.A. pledges that it will actively promote and encourage employees to increase their productivity and raise their individual level of service in order to provide and maintain the delivery of services at the highest possible level.

**B.** The I.U.P.A. agrees that all employees shall comply with all Police Department rules and regulations, including those relating to conduct and work performance.

**C.** The I.U.P.A. shall certify in writing to the City Manager, within three (3) days from the signing of this Agreement, what steps it has taken to comply with its responsibilities as described in A and B above.

## ARTICLE 41: REDUCTION OF ABSENCES

**A.** When the total number of absences incurred by the members of the bargaining unit are reduced below the number of absences stated in Section B, the City shall pay a bonus to each employee equal to a proportionate share of the value of overtime saved as a result of absences reduced.

The actual amount of monies to be divided among the employees shall be equal to fifty percent (50%) of the value of the overtime saved as a result of absence reduced from the numbers indicated in Paragraph B.

In order to be eligible to participate in the sharing of the bonus, the employee must have been employed by the City for the time period beginning October 1, 1983, through September 30, 1984 .

**B.** The number of absences stated on which the reduction of absences shall be based, will be equal to the total number of absences incurred by members of the bargaining unit during the period from October 1, 1982 through September 30, 1983.

**C.** Following September 30, 1984, and prior to December 31, 1984, the total absences for the fiscal year, October 1, 1983-September 30, 1984, will be compared with the total number of absences for the fiscal year, October 1, 1982 - September 30, 1983.

**D.** Between September 30th and December 31st of each year, the total absences for the preceding fiscal year, October 1st through September 30th, shall be compared with the total number of absences for the fiscal year preceding the recently terminated fiscal year, i.e., base year. It is the intent of the parties that this section reach a similar result as found in Section C.

**ARTICLE 41: REDUCTION OF ABSENCES (CONTINUED)**

**E.** If the number of employees increases or decreases from the base fiscal year to the recently terminated fiscal year, an appropriate proportionate adjustment will be made in the comparison.

**F.** The bonus payment, if any, paid, to the employee, shall be made no later than December 31st.

## **ARTICLE 42: MISCELLANEOUS**

**A.** The City and the I.U.P.A. acknowledge that during the negotiations which resulted in the 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 agreements arrived by the parties after the exercise of that right and opportunity are set forth and solely embodied in this Agreement.

The City and the I.U.P.A. agree that all negotiable items that should or could have been discussed during negotiations leading to this Agreement, were discussed. Therefore neither party shall be obligated to negotiate or bargain collectively with respect to any subject or matter, whether referred to herein or not, except as otherwise specifically required in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both the parties at the time they negotiated or signed this Agreement.

**B.** The terms and conditions of this Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary mutual written consent of the parties.

**C.** This Agreement shall supersede any ordinances, regulations, or practices of the City, promulgated and adopted by the City Council, which are in direct conflict with the terms and/or conditions of employment contained herein.

**D.** There shall be no benefits implied or otherwise, accruing to the benefit of the bargaining unit or the members thereof, except those benefits as herein expressly provided.

### **ARTICLE 43: DEFINITIONS**

**A.**     Employee: The term "employee," when used herein after in this Agreement, shall refer to all employees represented by the-International Union of Police Association in the bargaining unit.

        All reference to employees in this Agreement designate both sexes, and whenever the male gender is used, it shall be construed to include both male and female employees.

**B.**     City: The City of Riviera Beach, Palm Beach County, Florida, its administrative representative(s) or agent(s).

**C.**     City Council: The legislative body of the City of Riviera Beach, Palm Beach County, Florida.

**D.**     City Manager: The City Manager of the City of Riviera Beach, Palm Beach County, Florida, or designated representative.

**E.**     PERC: The Florida Public Employee's Relations Commission.

**F.**     Management: The term "management" as used in this Agreement shall refer to the City Manager, department and assistant department heads and any other persons designated by the City Manager.

**G.**     Public Employee's Relations Act (PERC): Florida Statutes, Chapter 447, Part 2.

**H.**     Doctor's Certificate: A physician's statement attending to the medical reason which rendered the employee unable to perform work on the days claimed for sick leave.

**ARTICLE 43: DEFINITIONS (CONTINUED)**

I. Administrative Leave: The period of time during which a member or employee is relieved from duty with or without pay by the authority of the Department Head and approval of the City Manager.

**ARTICLE 44: DENTAL INSURANCE**

The City shall provide and pay for full cost of the regular full time employee's dental insurance coverage.

**ARTICLE 45: HEALTH INSURANCE**

A. The City agrees to provide all eligible employees in the unit with a health plan which the City shall pay the full premium for employee. Any health plan coverage elected by the employee for dependant(s), shall be paid for by the employee.

**LIFE INSURANCE**

B. The City hereby agrees that all eligible employees in the unit will be provided life insurance coverage in an amount equal to \$40,000. Employees will also have the option to purchase at their expense, \$40,000 of additional life insurance.

## **ARTICLE 46: PENSION**

All police officers may retire after twenty (20) years of credited service regardless of age under normal retirement. Average final compensation shall be based upon the two (2) highest years of his/her last ten (10) years of contributing service prior to retirement, termination or death, whichever occurs first. This proposal shall become effective upon the adoption of a pension ordinance by the City Council. The officers shall be eligible to receive one hundred percent (100%) of their sick time up to one hundred thirty two (132) days and one hundred percent (100%) of their vacation time not to exceed two (2) times the maximum accrual. It is the express intention and understanding of the parties that any previous retirement plan contained in a collective bargaining agreement is hereby null and void.

## ARTICLE 47: DRUG TESTING

**I. PURPOSE:** The purpose of this directive is to provide procedural guidelines for random drug testing.

**II. DISCUSSION:** The Riviera Beach Police Department recognizes that alcohol and drug abuse are pervasive in our society. The department acknowledges that the work place is not exempt from the use of abuse of such substances. Alcohol and drug abuse is seen as harmful and a threat to department employees and the service population. Moreover, the illegal use of controlled drugs is a criminal act that directly threatens the integrity and value of the department. The department intends to reduce or deter this harm by adopting and maintaining a drug-free work place policy and program, as established under the guidelines of the Drug-Free Work Place Act, Florida Statutes, Chapter 112.0455.

**III. SCOPE:** To all sworn officers of the Riviera Beach Police Department, to include the present authorized sworn positions.

**IV. DEFINITIONS:**

A. Drug: Alcohol, including distilled spirits, wine, malt beverages and intoxicating liquors; amphetamines; cannabinoids; cocaine; phencyclidine (PCP); hallucinogens; methaqualone; opiates; barbiturates; benzodiazepines; synthetic narcotics; designer drugs; or a metabolite of any of the substances listed herein.

B. Drug Test: Any chemical, biological or physical instrumental analysis administered for the purpose of determining the presence or absence of a drug or its metabolites.

C. Except where the context otherwise requires, all other definitions used in the Drug-Free Work Place Act, Florida Statutes, Chapter 112.0455 are applicable.

**ARTICLE 47: DRUG TESTING (CONTINUED)**

**V. POLICY:**

A. It is the policy of this department to hire and continue to employ those who are free from the use of illegal drugs and abuse of alcohol either on or off duty. The illegal possession, use, sales and distribution of controlled substance, on or off duty by any employee, is not tolerated.

B. Any sworn employees of the Riviera Beach Police Department must, at random, submit to a chemical drug test, selected by the use of computer, coordinated by the Staff Inspection Sergeant.

C. The procedures to implement this policy seek to balance employee privacy with the department's legal responsibility and right to establish and maintain a safe and drug-free work environment. While the department's intentions are to deter and prevent substance abuse and the use of illegal drugs, the department will, where possible and appropriate, provide to employees the means to obtain information about the treatment for alcohol and drug dependency.

D. Any employee determined to be in violation of this policy is subject to disciplinary action, up to and including termination even for the first offense.

E. In order to more effectively identify and eliminate illegal drug use and substance abuse, and to ensure an employee's fitness for duty as a condition of continued employment, the following additional drug tests may be administered:

**ARTICLE 47: DRUG TESTING (CONTINUED)**

1. Reasonable Suspicion Testing - Any sworn employee of the Riviera Beach Police Department must submit to Reasonable Suspicion Testing, as defined in the Florida Drug-Free Work Place Act, Florida Statutes 112.0455 (5)(j) when: (1) a superior officer has a reasonable suspicion, based on objective factors, that the employee, while on or off-duty, is under the influence of, has possession of, or is using, dispersing, any illegal drug or controlled substance not prescribed by a licensed physician; or (2) a superior officer has a reasonable suspicion, based on objective factors, that the employee is under the influence of alcohol while on duty.

Reasonable suspicion drug testing shall not be required except upon the recommendation of a superior officer and a superior officer who is at least one level of supervision higher than the immediate superior officer of the employee in question.

2. Routine Fitness-for Duty Testing - The department may require any sworn employee to submit to a drug test, if the test is conducted as part of a routinely-scheduled employee "Fitness for Duty" medical examination, that is part of the department's physical fitness program, or that is scheduled routinely for all sworn employees.

**VI. THE ORDER:**

A computer program will be constructed based upon social security or officer identification numbers of all sworn employees. A number will be selected for the quantity of drug screens to be performed. The computer program will randomly select an equal quantity of identification numbers. These numbers will then be placed back into the active pool of identification numbers in the program.

**ARTICLE 47: DRUG TESTING (CONTINUED)**

**VII. METHODOLOGY:**

A. The random drug screening program shall be administered by a laboratory that is licensed and approved by the Department of Health and Rehabilitative Services, using criteria established by the National Institute on Drug Abuse.

B. All testing will be done during the hours of 8:00 a. m. to 5:00 p. m., Monday through Friday, at the approved lab. If identification number(s) are selected and the officer(s) are not on duty, then that number will be returned to the pool and another identification number will be selected that corresponds with the days and hours of testing.

C. The Police Department's random drug screening program shall test for alcohol and the following controlled substances:

Amphetamines  
Barbituates  
Benzodiazepines  
Cocaine  
Cannabinoids  
Methaqualone  
Opiates  
Phencyclidine (PCP)  
Alcohol (BLOOD)  
Steroids

The following guidelines have been established in conjunction with standards developed by the U.S. Department of Health and Human Services.

**ARTICLE 47: DRUG TESTING (CONTINUED)**

**VIII. PROVIDER QUALIFICATIONS:**

A. The provider must have a qualified individual to assume professional, organizational, educational, and administrative responsibilities for the laboratory's urine drug testing facility. This individual shall be engaged in and responsible for the day-to-day management of the drug testing laboratory.

Certification as a laboratory director by the State forensic or clinical laboratory toxicology; or a Ph.D. in one of the natural sciences with an adequate undergraduate education in biology, chemistry, and pharmacology or toxicology; or training and experience comparable to a Ph.D. in one of the natural sciences, such as medical or scientific degree with additional training and laboratory/research experience in the biology, chemistry, and pharmacology or toxicology; and

Experience in analytical forensic toxicology, including experience with analysis of biological material for drugs of abuse; and

Training and/or experience in forensic application of analytical toxicology, e.g. publications, court testimony, research concerning analytical toxicology, of drugs of abuse of other factors which qualify the individual as an expert witness in forensic toxicology.

B. The provider must have a qualified individual to review the standards, control specimens, and quality control data together with the screening and confirmation test results; a licensed technologist supervisor and licensed technicians (all licensed by the State of Florida). A phlebotomist must be available to draw blood specimens.

**ARTICLE 47: DRUG TESTING (CONTINUED)**

C. All tests shall be conducted in a licensed facility, operated by the provider or at such facility subsequently agreed to by the City and the provider. Laboratory facility must be currently licensed by the Florida Department of Health and Rehabilitative Services, (HRS) or HRS/NIDA Ref: Rules 10E- 18.006 Fla. - Admin. Weekly, Vol. 17, No. 22, May 31, 1991 Initial Screen GCMS must be performed at the same facility.

Federal and State Inspections:

Volumetric pipettes and measuring services shall be certified for accuracy or be checked by gravimetric, calorimetric, or other verification procedure. Automatic pipettes and dilutors shall be checked for accuracy and reproducibility before being placed in service and checked periodically thereafter.

There shall be written procedures for instrument setup and normal operation, a schedule for checking critical operating characteristics for all instruments, tolerance limits for acceptable function checks and instructions for major trouble shooting and repair. Records shall be available on preventive maintenance.

There shall be written procedures for the actions to be taken when systems are out of acceptable limits or errors are detected. There shall be documentation that these procedures are followed and that all necessary corrective action are taken. There shall also be in place systems to verify all stages of testing and reporting and documentation that these procedures are followed.

**ARTICLE 47: DRUG TESTING (CONTINUED)**

D. The provider's facility must have a quality assurance program which encompasses all aspects of the testing process: specimen acquisition, chain of custody security and reporting results, in addition to the screening and confirmation of analytical procedures. Quality control procedures will be designed, implemented and reviewed to monitor the conduct of each step of the process. The provider's facility must meet or exceed standards established by the Department of Health and Human Services.

E. The provider must have experience in handling toxicology specimens (both urine and blood) and provide a well documented chain of custody for all tests.

F. The provider must have a procedure manual which includes the principle of each test, preparation of reagents, derivation of result, linearity of methods, sensitivity of the methods, cutoff values, mechanisms for reporting results, remedial actions to be taken when the test systems are outside of acceptable limits, reagents and procedures and dates on which they are in effect shall be maintained as part of the manual.

G. The provider shall maintain documentation of all aspects of the testing process. The required documentation shall include personnel files on all individuals authorized to have access to specimens; chain of custody documents; quality assurance/quality control records; procedure manuals; all test data (including calibration curves and any calculations used in determining test results); reports, performance records on performance testing performed on certification inspections; and hard copies of computer-generated data. The provider shall not dispose of any such records or documents without receiving written consent from the City.

**ARTICLE 47: DRUG TESTING (CONTINUED)**

H. The provider shall designate a program manager who will be responsible for program coordination and to provide a single point interface between the purchaser and the provider on all matters concerning the contract.

**IX. SPECIMEN COLLECTION PROCEDURES:**

A. Chain of Custody: A chain of custody standardized form shall be properly executed by any authorized collection site personnel upon receipt of specimen. Handling and transportation of urine and/or blood specimen from one authorized individual or place to another shall always be accomplished through chain of custody procedures. Every effort shall be made to minimize the number of persons handling specimen.

B. Integrity and Identity of Specimen: The laboratory shall take precautions to ensure that a urine specimen not be adulterated or diluted during the collection procedure, and that information on the urine bottle and in the record book can identify the individual from whom the specimen was collected. The following minimum precautions shall be taken to ensure that unadulterated specimen are obtained and correctly identified:

1. When an individual arrives at the collection site, the collection site person shall request the individual to present photo identification. If the individual's identity can not be established, the collection site person shall not proceed with the collection.

2. The individual shall be instructed to wash and dry his or her hands prior to urination.

**ARTICLE 47: DRUG TESTING (CONTINUED)**

3. After washing hands, the individual shall remain in the presence (to mean control), of the collection site person and shall not have any access to any water fountain, faucet, soap dispenser, cleaning agent or any other materials which could be used to adulterate the specimen.

4. The collection site person shall instruct the individual not to flush the toilet until the specimen has been given to the collection site person.

5. The individual shall be given a wrapped, sterilized container for the collection of urine to be tested.

6. The individual may provide their specimen in the privacy of a stall or otherwise partitioned area that allows for privacy. Fed. Reg. Vol. 53, No. 224, pg. 47007. Temperature, measurement (p.h. observation and specific gravity are done to insure against adulteration of the sample and obviate the need for direct observation.

7. Collection site person shall note any unusual behavior and record it in the log.

8. Upon receiving the specimen from the individual, the collection site person shall determine that it contains at least 50 milliliters of urine. If there are fewer than 50 milliliters of urine in the container, additional urine shall be collected in a separate container to reach a total of 50 milliliters. The individual may be given a reasonable amount of liquid to drink for this purpose (e.g., a glass of water). If the individual fails for any reason to provide 50 milliliters of urine or if the individual fails to appear at the collection site at the assigned time, the collection site person shall notify the Staff Inspection Sergeant.

**ARTICLE 47: DRUG TESTING (CONTINUED)**

9. After the specimen has been provided and submitted to the collection site person, the individual shall be allowed to wash his or her hands.

10. Immediately after the specimen is collected, the collection site person, in the presence of the individual, shall inspect the specimen to determine its color and look for any signs of contaminants. Any unusual findings shall be noted in the permanent record book.

11. All specimens suspected of being adulterated shall be forwarded to the laboratory for testing.

12. Both the individual being tested and the collection site person shall keep the specimen in view at all times prior to it being sealed and labeled. If the specimen is transferred to a second bottle, the collection site person shall request the individual to observe the transfer of the specimen and the placement of the tamper-proof seal around the bottle.

13. The collection site person shall place securely on the bottle an identification label which contains the date, the individual's specimen no., and any other identifying information.

14. The individual shall initial the identification label on the specimen bottle for the purpose of certifying that it is the specimen collected from him or her.

15. The collection site person shall enter in the permanent record book all information identifying the specimen. The collection site person shall sign the permanent record book next to the identifying information.

16. The individual shall be asked to read and sign a statement in the permanent record book certifying that the specimen identified as having been collected from him or her is, in fact, that specimen that he or she provided.

**ARTICLE 47: DRUG TESTING (CONTINUED):**

17. Both the individual being tested and the collection site person shall keep the specimen in the view at all times prior to sealing (Fed. Reg. Vol. 53, No. 244, pg. 47008).

18. While any part of the above chain of custody procedures is being performed, it is essential that the urine specimen and custody documents be under the control of the collection site person. If the involved collection site person leaves his or her work station momentarily, the specimen and custody form shall be taken with him or her or shall be secured. After the collection site person returns to the work station, the custody process will continue. If the collection site person is leaving for an extended period of time, the specimen must be secured before he or she leave the site.

NOTE: With regard to blood specimen, the collection site person and the individual shall be present at the same time during procedures outlined in paragraph 6 and 18.

**X. LABORATORY ANALYSIS PROCEDURES:**

A. Security and Chain of Custody: The drug testing laboratory shall be secured at all times. Sufficient security measures to control access to the premises and to ensure that no unauthorized personnel handle specimen or gain access to the laboratory processes or to areas where records are stored, must be in place. Access to these secured areas shall be limited to specifically authorized individuals whose authorization is documented.

## **ARTICLE 47: DRUG TESTING (CONTINUED)**

Laboratories shall use chain of custody procedures to maintain control and accountability of specimen from receipt through completion of testing, reporting of results, during storage, and continuing until final disposition of specimen. The date and purpose shall be documented on an appropriate chain of custody form each time a specimen is handled or transferred, and every individual in the chain of command shall be identified. Accordingly, authorized technicians shall be responsible for each urine specimen or aliquot in their possession and shall sign and complete chain of custody forms for those specimens or aliquots as they are received.

**B. Receiving:** Specimen bottles will normally be retained within the laboratory's accession area until all analyses have been completed. Aliquots and the laboratory's chain of custody forms shall be used by laboratory personnel for conducting initial and confirmatory tests.

1. **Short-Term Refrigerated Storage:** In the event a specimen does not receive an initial test on the day of receipt, it shall be placed in a secure refrigeration unit. The temperature shall not exceed 6 degrees Celsius. Emergency power equipment shall be available in case of prolonged power failure.

2. **Specimen Processing:** Quality control consistent NIDA and HRS/NIDA certifications. (Fed. Register Vol. 153, No. 224, pgs. 47011-4470120).

**C. Initial Test:** The initial test shall be performed using an immunoassay method as agreed upon between the provider and the City. The following initial cutoff shall be utilized when screening specimens:

**ARTICLE 47: DRUG TESTING (CONTINUED)**

Screening	Gas Chromatography		
Cut-off	Mass Spectrometry		
Level	Confirmation		
Drug (NG/ML)	NG/ML		
Amphetamines	1000	500	)
Cannabinoids (THC)	100	15	)
Cocaine 300	150	)	NIDA CUTOFF
Opiates 300	300	)	LEVELS
Phencyclidine (PCP)	25	25	)
Barbiturates 300	200	)	
Benzodiazepines	300	300	)
Methaqualone 300	300	)	
Alcohol (BLOOD)	0.04 Grams %		

**NOTE:** These cutoff levels are subject to revision. The laboratory must be able to document its performance at a specified cutoff level by the use of quality control, both open and blind.

If a positive initial test result is consistent with prescribed or over the counter medication listed by an employee of the City of Riviera Beach and/or Consulab Consent Form, then that information should be specified on the toxicology report.

**D. Confirmatory Test:** All specimens identified as positive on the initial test for current employees shall be confirmed using Gas Chromatography Mass Spectrometry (GCMS) or a better testing method as agreed between the provider and the City. All confirmations for cannabinoids and cocaine metabolites shall be by quantitative analysis. For all other drugs, the confirmatory test shall detect the confirmed presence of a substance.

**E. Blood Alcohol Screening:** Blood Alcohol Screening shall be done upon request. Chain of Custody requirements will be the same as for urine specimen.

**ARTICLE 47: DRUG TESTING (CONTINUED)**

All blood alcohol results shall be reported as grams/percent. Confirmation testing of blood specimen shall be performed utilizing enzymatic methods of quantitative alcohol measurement approved by the Florida State Department of Health and Rehabilitative Services (HRS) and/or agreed upon by the City.

**F. Testimony:** Personnel involved in the administration of drug screens as required by the City of Riviera Beach or court must testify on behalf of the City in case of a Civil Service hearing lawsuit, or similar proceedings, relative to testing procedures and/or chain of custody. Qualified laboratory personnel must also be available to meet with City representatives to discuss testimony related to the aforementioned proceedings.

**G. Time Requirements:** During Police Random screens, initial screen must be completed within 24 to 48 hours. All initial screens testing positive must be confirmed by GCMS. NO POSITIVE INITIAL SCREEN RESULTS WILL BE ISSUED.

**H. Storage of Specimen:** The lab shall store positive specimen for a minimum of two (2) years, longer upon request, or if involved in litigation; negative specimens must be stored for a minimum of ninety (90) days.

**I. Reporting Results:** Results must be available within 24 to 48 hours of test. Written test results shall be delivered by person/persons designated by the City, within the aforementioned time frame, Monday through Friday. Verbal results will be released only to authorized persons and may require re-initiation of a phone call. Secured fax machines only, if facsimile is stipulated.

**ARTICLE 47: DRUG TESTING (CONTINUED)**

Negative results on the confirmatory test shall be reported as negative. Only specimens confirmed positive shall be reported for a specific drug.

A quarterly statistical summary of drug testing shall be provided to the department's Staff Inspection Sergeant. The summary shall contain the following information:

1. Initial Testing:

Number of specimens received:

Number of specimens reported out:

Number of specimens screened positive for:

Amphetamines

Barbiturates

Benzodiazepines

Cocaine Metabolites

Cannaboids

Methaqualone

Opiates

Phencyclidine (PCP)

J. Special requirements for random drug testing (sworn personnel - Police Department).

1. Must be able to test up to twenty (20) officers quarterly, Monday through Friday, and be able to schedule collection site personnel by 8:00 a.m.

2. Must offer the choices of either blood or urine to be used as a sample given for the test.

3. All containers must be sterilized and individually packaged.

**ARTICLE 47: DRUG TESTING (CONTINUED)**

4. Must keep a portion of the sample received in the event a second test has to be performed. Initial sample divided into two (2) separate containers. Second half of initial sample to be used only when employees who tested positive does not elect to provide any additional sample.
  
5. Sample will be tested and reported within 24 to 48 hours on an initial negative test and within 72 hours for a positive, confirmed positive test. (GCMS confirmation).
  
6. Must test all samples using an initial screening test and confirming all positive using the Gas Chromatography Mass Spectrometry (GCMS) or better testing.
  
7. During 180 day period after written notification of a positive test result, the employee who has provided the specimen shall be permitted by the employer to have a portion of the original specimen retested at the employee's expense. Such retesting shall be done at another HRS/NIDA licensed laboratory chosen by the employee or job applicant. Second laboratory must test at equal or greater sensitivity and first laboratory is responsible for transfer and integrity of sample. (Division of Worker's Comp. Rule 38F, pg. 13).

**ARTICLE 47: DRUG TESTING (CONTINUED):**

8. All samples which test positive will be kept under chain of custody condition until all administrative or judicial proceedings are over.
  
9. Chain of custody must be proved by the following means:
  - a. Witness' signature serves to verify that employee/applicant and collection site person and sample were in view at all times.
  - b. Person witnessing via signature on COC form is attesting to this.
  - c. Following prescribed chain of custody procedures outlined in the Federal Register and are part of a documentation package.
  - d. Same as "C".
  - e. Be able to document who received sample, and what happened to it.
  - f. Be able to document who retested sample, and how the technician received the sample.
  - g. Be able to prove samples kept in a secure location.
  - h. Be able to prove that the test results are of the sample in question.

**ARTICLE 48: AMERICANS WITH DISABILITIES ACT**

The Union and the City acknowledge the duty of the City to comply with the requirements of the Americans with Disabilities Act (ADA). The Union agrees that the City does not violate the terms of this Agreement when the employer complies with the requirements of the ADA by making reasonable accommodations for an employee with a disability or where the employer otherwise changes wages, hours or other working conditions for a disabled employee.

Nothing herein prevents the City from meeting with the employee to discuss the employee's disability and ways to make reasonable accommodations based upon the employee's disability.

**ARTICLE 49: EMPLOYEES UNABLE TO PERFORM JOB DUTIES**  
**FOLLOWING ON-THE-JOB INJURY/JOB-RELATED**  
**ILLNESS OR DISABILITY**

- A. Following an on-the-job injury, job related illness, or job-related disability, an employee has a maximum of twelve (12) months from the date last worked to return to the original duties of the employee's position, with or without a reasonable accommodation. The employee's ability to perform the duties of a position is determined by the employee's physicians and verified by the Police Chief. The Police Chief has the right to seek the medical opinion of a physician of the City's choosing. Should the employee's physician state that in his medical opinion, within a medical degree of probability, the employee will be able to return to work, the employee shall have up to an additional twelve (12) months to return to work. However, in the event the employee has a medical opinion that the employee should be able to return to work, the city has a right to have the employee evaluated by a doctor of its choice. If the City's doctor renders a different opinion, the employee shall be evaluated by a doctor agreed to by both parties. In order for the employee to obtain up to twelve (12) months extension of the time to return to work, the agreed physician's opinion shall support the medical opinion that within a medical degree of probability, the employee will be able to return to work and the agreed upon physician's opinion shall be final.
- B. If an employee is unable to return to the essential duties of the employee's position with or without reasonable accommodation within twelve (12) months from the date last worked following an on-the-job injury, job-related illness, or job-related disability, or unless extended for medical reason set forth in Section A, the employee will be recommended for termination. A disabled employee will not be terminated if the employee can be reasonably accommodated in the employee's current position, in accordance with the guidelines of the

**ARTICLE 49: EMPLOYEES UNABLE TO PERFORM JOB DUTIES**  
**FOLLOWING ON-THE-JOB INJURY/JOB-RELATED**  
**ILLNESS OR DISABILITY CONTINUED:**

Rehabilitation Act of 1973 as amended, and the Americans with Disabilities Act of 1990.

- C. If an employee returns to work within the twelve (12) month period, or unless extended for medical reason set forth in Section A, and has a subsequent recurrence of the same on-the-job injury, job-related illness, or job-related disability, the total combined lost time from work for any on-the-job injury, job-related illness, or job-related disability may not exceed fourteen (14) months in the most recent twenty-four (24) month period or if extended by medical reason set forth in Section A. The total combined lost time from work may not exceed twenty-six (26) months in the most recent thirty-six (36) month period.
  
- D. On the first full day and the remainder of the week, full compensation coverage will be paid on any work connected injury or illness.

## **ARTICLE 50: EDUCATION INCENTIVE**

Upon ratification of this Article, all employees who take approved course work related to their job or leading to a degree relating to their job, and achieve a grade of "A" in either undergraduate or graduate work, shall be entitled to a refund of one hundred percent (100%) of tuition costs, upon completion of the course. Employees who achieve a grade of "B" shall be entitled to a refund of seventy-five percent (75%) of tuition costs, upon completion of the course. Employees who achieve a grade of "C" shall be entitled to a refund of fifty percent (50%) of tuition costs. Education reimbursement shall be limited to eighteen (18) semester hours per calendar year (January – December) per employee. Reimbursement shall be based upon current state community college or state university tuition rate.

If an employee receiving benefits under this Article, does not continue their employment for a period of at least twenty-four (24) months after last date of refund, the employee shall reimburse the City the total monies expended by the City on the employees' behalf. This reimbursement shall occur through deduction from any final pay to which the employee is entitled, or by such other means as may be necessary to recover the sum.

The Director of Human Resources shall, after consultation with the Department Head, determine whether or not the courses are approved.

**Police Officers and Sergeants '08-'09 Step Increase**

**Police Officer – Pay Grade 13**

<b>Step</b>	
1	\$38,469
2	\$39,816
3	\$41,209
4	\$42,651
5	\$44,145
6	\$45,690
7	\$47,288
8	\$48,944
9	\$50,656
10	\$52,429
11	\$54,265

**Police Sergeant – Pay Grade 17**

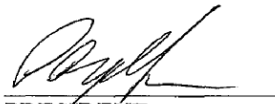
<b>Step</b>	
1	\$51,164
2	\$55,085
3	\$56,738
4	\$58,440
5	\$60,193
6	\$61,999
7	\$63,859
8	\$65,775
9	\$67,748
10	\$69,781
11	\$71,874

**APPENDIX A**

Agreed on this 3 day of June, 2009, by and between the respective parties through an authorized representative or representatives of the International Union of Police Association and by the City of Riviera Beach.

WITNESSES:

INTERNATIONAL UNION OF POLICE  
ASSOCIATION

  
\_\_\_\_\_  
PRESIDENT


  
\_\_\_\_\_  
GENERAL COUNSEL

CITY OF RIVIERA BEACH

\_\_\_\_\_  
WITNESS

  
\_\_\_\_\_  
CITY MANAGER

ATTEST:

  
\_\_\_\_\_  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK