

RESOLUTION NO. 2022-__

**A RESOLUTION OF THE VILLAGE OF PINECREST, FLORIDA,
AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE
COLLECTIVE BARGAINING AGREEMENT WITH THE SOUTH
FLORIDA POLICE BENEVOLENT ASSOCIATION (“PBA”)
(POLICE OFFICERS’ UNIT) AS RATIFIED BY MEMBERS OF
THE COLLECTIVE BARGAINING UNIT AND EXPIRING
SEPTEMBER 30, 2024; PROVIDING FOR AN EFFECTIVE
DATE.**

WHEREAS, the Village engaged in good faith collective bargaining with PBA, but the parties were unable to reach agreement; and

WHEREAS, impasse was declared pursuant to Florida law and all statutory requirements of the impasse proceedings, styled as *Village of Pinecrest and Dade County Police Benevolent Association*, Florida Public Employees Relations Commission, Case No. SM-2022-001, have been fulfilled; and

WHEREAS, on September 20, 2022, the Village Council, sitting as the legislative body for purposes of Section 447.403, Florida Statutes, conducted a public hearing and heard presentations of the parties’ respective positions and recommendations for resolving the impasse; and

WHEREAS, the Village Council duly deliberated and reached a decision to resolve the impasse; and

WHEREAS, the Village Manager caused a collective bargaining agreement to be drafted pursuant to the Council’s direction at the September 20th hearing; and

WHEREAS, the collective bargaining agreement, a copy of which is attached hereto as Exhibit A, was presented to the PBA for purposes of a ratification vote; and

WHEREAS, the PBA ratified the collective bargaining agreement on October 4, 2022; and

WHEREAS, the Village Council hereby approves and ratifies the collective bargaining agreement attached hereto as Exhibit A.

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

Section 1. That the Village Manager is hereby authorized to execute the collective bargaining agreement between the Village and the Police Benevolent Association (Police Officers’ Unit), a copy of which is attached hereto as Exhibit A, as ratified by a vote of the members of the collective bargaining unit, with said agreement expiring on September 30, 2024.

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

PASSED AND ADOPTED this 11th day of October, 2022.

Joseph M. Corradino, Mayor

Attest:

Priscilla Torres, Jr., CMC
Village Clerk

Approved as to Form and Legal Sufficiency:

Mitchell Bierman
Village Attorney

Consent Agenda

EXHIBIT A

VILLAGE OF PINECREST

AGREEMENT

BETWEEN

THE VILLAGE OF PINECREST

AND

SOUTH FLORIDA POLICE BENEVOLENT ASSOCIATION

(Police Officers' Unit)

10/01/21 - 09/30/24

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ARTICLE 1

Preamble

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

ARTICLE 2

Recognition

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

Included: Police Officer.

Excluded: All other Department employees.

ARTICLE 3

Management Rights

3.1 The PBA recognizes the right of the Village to operate, manage and direct all affairs of all departments within the Village, except as otherwise expressly provided elsewhere in this agreement including the right:

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

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

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

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

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

(f) To determine the number, types and grades of positions or employees assigned to an organizational unit, department or project, and the right to alter, combine, reduce, expand or cease any position, and to lay off employees due to lack of work or funds;

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

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

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

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

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

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

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

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

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

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

ARTICLE 4

No Strike

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

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

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

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

ARTICLE 5

Non-Discrimination

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

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

ARTICLE 6

Dues Deductions

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

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

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

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

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

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

ARTICLE 7

PBA Representation

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

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

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

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

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

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

ARTICLE 8

PBA Business

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

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

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

ARTICLE 9

Legal Representation

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

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

ARTICLE 10

Rules, Directives and Personnel Policies

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

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

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

ARTICLE 11

Grievance and Arbitration Procedure

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

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

11.3 Grievances shall be presented in the following manner:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 12

Wages and Retirement

12.1 Effective and retroactive to October 1, 2021, employees covered by this agreement shall receive the salary adjustments as set forth in the pay plan below. For Fiscal Year 2022-2023, employees covered by this Agreement shall receive a 3.5% across-the-board salary adjustment effective October 1, 2022. For Fiscal Year 2023-2024, employees covered by this Agreement shall receive a 2.5% across-the-board salary adjustment effective October 1, 2023. The step plan is set forth in section 12.9 of this article.

12.2 Employees covered by this agreement shall be eligible for a merit step increase on their anniversary date, assuming a satisfactory or above performance rating. Any such merit step increase shall not exceed the maximum pay as established for the pay grade.

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

12.4 Bargaining unit employees who are assigned to Field Training Officer (FTO) duties by the Police Chief shall receive \$5.00 per hour in addition to their base hourly rate for each hour they actually perform FTO duties. Bargaining unit employees who are assigned as a Detective by the Police Chief shall receive \$2.00 per hour in addition to their base hourly rate. The assignment pays set forth in this section are effective upon ratification of this Agreement by both parties.

12.5 The Village joined the Florida Retirement System for police officers covered by this agreement, and the Village of Pinecrest ICMA 401(a) Money Purchase Plan was closed to new police officer participants on that date. All employees covered by this agreement who are hired on or after the effective date of the Florida Retirement System in the Village, shall become

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

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

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

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

12.7 Employees assigned to the morning shift (A shift) shall not receive a shift differential under any circumstances. Effective upon ratification of this agreement by the parties, officers assigned to the afternoon shift (B shift) pursuant to bid shall receive an increase to their base salary of \$1.50 an hour. Effective upon ratification of this agreement by the parties, officers assigned to the midnight shift (C shift) pursuant to bid shall receive an increase to their base salary of \$2.00 an hour.

12.8 Effective upon ratification of this Agreement by the parties, the maximum of the police officer salary range shall increase to \$88,668.99 for fiscal year 2021-2022, \$91,772.41 for fiscal year 2022-2023, and \$94,066.72, for fiscal year 2023-2024, exclusive of any pay supplements, differentials or longevity pay.

12.9 The step plan and its corresponding pay chart is set forth below.

Step	2021-2022	2022-2023	2023-2024
1	\$ 62,370.77	\$ 64,553.75	\$ 66,167.59
2	\$ 64,397.82	\$ 66,651.74	\$ 68,318.04
3	\$ 66,490.75	\$ 68,817.93	\$ 70,538.37
4	\$ 68,651.70	\$ 71,054.51	\$ 72,830.87
5	\$ 70,882.88	\$ 73,363.78	\$ 75,197.87
6	\$ 73,186.57	\$ 75,748.10	\$ 77,641.80
7	\$ 75,565.14	\$ 78,209.92	\$ 80,165.16
8	\$ 78,021.00	\$ 80,751.74	\$ 82,770.53
9	\$ 80,556.69	\$ 83,376.17	\$ 85,460.57
10	\$ 83,174.78	\$ 86,085.89	\$ 88,238.04
11	\$ 85,877.96	\$ 88,883.69	\$ 91,105.78
12	\$ 88,668.99	\$ 91,772.41	\$ 94,066.72

12.10 It is specifically agreed and understood by the parties that the above salary adjustment provisions contained in this Article are negotiated only for the three (3) year term of this collective bargaining agreement and that there shall be no continued right to any salary adjustments occurring after September 30, 2024, other than movement to higher steps on a bargaining unit member's anniversary date upon satisfactory performance.

ARTICLE 13

Court Time/Call Back

13.1 Court Time

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

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

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

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

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

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

13.2 Call Back

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

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

ARTICLE 14

Personnel Records

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

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

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

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

ARTICLE 15

Leave of Absence

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

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

ARTICLE 16

Off-Duty Police Work

16.1 Off-duty police work as authorized by the Chief of Police shall be compensated at the rate of fifty dollars (\$50.00) per hour effective from the date of ratification of the agreement. The Village may adjust such rate upwards to remain competitive with other departments.

16.2 Off-duty employers will guarantee a minimum employment period of three (3) hours off-duty work for each assignment requested of the Department (work assignments can be split between officers). However, a minimum employment period of two (2) hours off-duty work shall apply to school traffic details.

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

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

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

ARTICLE 17

Scheduling of Vacations and Shifts

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

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

ARTICLE 18

Lay-Off and Re-Employment

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

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

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

ARTICLE 19

Transfers

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

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

ARTICLE 20

Vehicles

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

20.2 Employees covered by this agreement who have successfully completed their probationary period of 18 months will be assigned a take-home vehicle that they will be entitled to use at work and for travel to and from work to their residence. The Chief will draft a standard operating procedure regarding take-home vehicles, and the Parties will meet to negotiate the SOP. The Village will also need to assess and fortify its fleet of vehicles before it can start implementing the take-home vehicle program. The Village will start implementation of the take-home vehicle program by the end of the 2022 calendar year. The PBA understands that starting to implement the take-home vehicle program does not mean that all officers will immediately be assigned a take-home vehicle and that full implementation will take the Village time. The Village will endeavor to implement the complete take-home vehicle program as soon as possible. Take-home vehicles will be assigned by the Chief in order of seniority.

ARTICLE 21

Discipline

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

21.2 Members covered by this agreement who have completed eighteen months (18) of continuous service with the Village from the date of hire or eighteen months (18) from the date of certification for Police Cadets, may only be disciplined for just cause. It is understood and agreed by the parties that suspensions of less than sixteen (16) hours, written advisories and verbal counselings shall be governed by Rule 8.5 and 8.6 of the Village's Employee Policies and Procedures Manual.

21.3 Members obtaining "just cause" standard and facing disciplinary action of a suspension of sixteen (16) or more hours, demotion or discharge shall have the right to utilize the grievance procedure set forth in Article 11 starting at Step 2 through arbitration.

ARTICLE 22

Bereavement Leave

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

ARTICLE 23

Group Insurance

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

23.2 Effective October 1, 2021, the Village agrees to pay a maximum of \$1,200.00 per month per employee for group health insurance [health, dental, short-term disability, long-term disability, accidental death and dismemberment and life, and vision (as of January 2022)]. Any premium payments/costs of any kind which exceed the previously mentioned \$1200.00 shall be paid in their entirety by the employee.

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

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

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

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

ARTICLE 24

Uniforms and Equipment

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

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

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

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

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

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

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

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

ARTICLE 25

Holidays

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

25.2 Employees who work a Village designated holiday on the actual date of the holiday shall receive pay at one and one-half times the employee's regular straight time rate of pay for such hours actually worked. Payment shall be included in the pay period in which it is earned. Bargaining unit employees shall receive pay for twelve (12) holidays, or the appropriate pro rata number of holidays earned, at the employee's regular straight time rate of pay, in a separate check, via direct deposit, in the last pay date in November.

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

New Year's Day

Martin Luther King Jr.'s Birthday

President's Day

Memorial Day

Juneteenth

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Friday after Thanksgiving

Christmas Day

Employee' Birthday

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

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

ARTICLE 26

Hours of Work and Overtime

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

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

26.3 Hours actually worked in excess of forty (40) hours in the seven (7) day work period shall be compensated at the rate of time and one-half of the employee's regular straight time rate of pay; or, at the option of the employee, and with the approval of the Chief or his designee, hours actually worked in excess of the forty (40) hours in the seven (7) day work period shall be compensated by the employee receiving compensatory leave at the rate of time and one-half for each hour worked-in excess of the regular forty (40) hour workweek. Employees may accrue up to two hundred forty (240) hours of such compensatory time, one hundred twenty (120) hours of which may be carried over from one fiscal year to another, with the remainder to be used by the employee or paid out by the Village. Recognizing that the Department has an obligation to provide sufficient manpower, accrued compensatory leave may only be utilized at a time (or times) approved by the Chief or designee. In all other respects, the administration of compensatory leave shall be governed by Rule 6.7 (h and i) of the Village's Employees Policies and Procedures Manual.

ARTICLE 27

Sick Leave

27.1 All aspects of sick leave shall be governed by Rule 4.4 (a-d) of the Village's Employees Policies and Procedure Manual, except as provided in Paragraphs 27.2 and 27.3 below.

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

27.3 Upon separation from the Village with a minimum of ten (10) years of service to the Village, employees may cash out 100% of the balance of their sick leave account up to 400 hours.

ARTICLE 28

Annual Leave / Vacation

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

Annual vacation leave shall accrue at the following rate:

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

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

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

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

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

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

ARTICLE 29

Educational Benefit

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

ARTICLE 30

Drug and Alcohol Policy

See Exhibit A

ARTICLE 31

Severability and Prohibition Against Re-Opening of Negotiations

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

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

ARTICLE 32

Term of Agreement

32.1 Except as otherwise provided in this agreement, this agreement shall become effective upon ratification by members of the bargaining unit and upon formal adoption by the Village Council and execution by the parties. This agreement shall remain in full force and effect until September 30, 2024.

**SOUTH FLORIDA
POLICE BENEVOLENT ASSOCIATION**

VILLAGE OF PINECREST

Date: _____

Date: _____

Exhibit A

Rule 2.1 ACCEPTANCE OF GIFTS / FAVORS

It is the policy of the Village that all employees are prohibited from accepting any personal gift and/or favor from any individual or corporation related to one's employment by the Village.

Rule 2.2 DRUG AND ALCOHOL FREE WORKPLACE

A. POLICY STATEMENT

The Village of Pinecrest ("Village") is committed to providing a safe work environment for our employees, our guests, our community and the public. The abuse of alcohol and drugs is a national problem, which impairs the safety and health of employees, promotes crime and harms our community. In order to maintain the highest standards of morale, productivity and safety in our operations, we are instituting a drug and alcohol free workplace policy. With the cooperation and assistance of our employees, we will implement a program designed to provide a safe workplace environment free from drugs and alcohol use and/or abuse.

We recognize that alcohol and drug dependency require medical supervision and treatment if there is to be successful rehabilitation. Our desire and intent is to encourage any employee with alcohol or drug dependency to voluntarily enter a drug or alcohol rehabilitation program. It is the responsibility of each employee to initiate and obtain assistance before any difficulties with drugs or alcohol affects his or her work. Accordingly:

EMPLOYEES ARE HEREBY NOTIFIED THAT IT IS A CONDITION OF EMPLOYMENT FOR EACH EMPLOYEE TO REFRAIN FROM REPORTING TO WORK OR WORKING WITH THE PRESENCE OF DRUGS OR ALCOHOL IN HIS OR HER BODY. IF AN EMPLOYEE TESTS CONFIRMED POSITIVE OR REFUSES TO SUBMIT TO A TEST FOR DRUGS OR ALCOHOL, THE EMPLOYEE IS SUBJECT TO DISCIPLINARY ACTION, INCLUDING TERMINATION, AND MAY FORFEIT ELIGIBILITY FOR MEDICAL AND INDEMNITY BENEFITS.

Our Policy complies with the Florida Drug-Free Workplace Program, as provided in Section 440.101, et seq., Florida Statutes, and the applicable Administrative Rules, as amended. This Drug and Alcohol Free Workplace Policy requires all employees to be free from the influence of drugs and alcohol while working or while on Village property. The use, possession, sale, distribution, or manufacture of any drugs, and/or the unauthorized possession and/or use of alcohol, while working or while on Village property are prohibited.

All job applicants for special-risk or mandatory testing positions will be tested for drugs prior to beginning work. All employees will be subject to drug and alcohol testing upon reasonable suspicion, after an accident or injury which requires medical attention, as a follow-up to release from a rehabilitation program, and as part of a routine fitness for duty (physical) examination. Certain classifications/positions may be subject to random drug and alcohol testing pursuant to federal law or collective bargaining agreements. All employees are encouraged to be aware of the effects of and to advise their supervisor when taking prescription medication, which may affect their performance at work.

To ensure a workplace free from the influence of illegal drugs and alcohol abuse, the following Policy has been established. The Policy applies to all employees, supervisors and managers. Any violation of the Policy will result in discipline, up to and including termination of employment.

B. DEFINITIONS

1. Drug: means alcohol, including a distilled spirit, wine, a malt beverage, or an intoxicating liquor; an amphetamine; a cannabinoid; cocaine, phencyclidine (PCP); a hallucinogen; methaqualone; an opiate; a barbiturate; a benzodiazepine; a synthetic narcotic; a designer drug; or a metabolite of any of the substances listed in this paragraph. The Village may test job applicants and employees for any or all such drugs.
2. Drug rehabilitation program: means a service provider established pursuant to Florida law that provides confidential, timely, and expert identification, assessment, and resolution of employee drug abuse.
3. Employee assistance program: means an established program capable of providing expert assessment of employee personal concerns; confidential and timely identification services with regard to employee drug abuse; referrals to employees for appropriate diagnosis, treatment, and assistance; and follow-up services for employees who participate in the program or require monitoring after returning to work.
4. Job Applicant: means a person who has applied for a position with Pinecrest.
5. Employee: means an individual who works for the Village on a full-time or part-time basis and receives salary, wages, or other remuneration.
6. Drug Test:
 - 6.1 "Drug test" means any chemical, biological or physical instrumental analysis administered by a laboratory certified by the United States Department of Health and Human Services (HHS) or licensed by the Agency for Health Care Administration (AHCA) for the purpose of determining the presence or absence of a drug or its metabolites, including alcohol.
 - 6.2 Drug testing may require the collection of blood, urine, breath, saliva, or hair of an employee or job applicant. The Village has the right to use more accurate, scientifically accepted methods which may be approved in the future by the United States Food and Drug Administration (FDA) or the AHCA as such technology becomes available in a cost effective form.
 - 6.3 "Chain of custody" refers to the methodology of tracking specified materials or substances for the purpose of maintaining control and accountability from initial collection to final disposition for all such materials or substances and providing for accountability at each stage in handling, testing and storing specimens and reporting test results.
 - 6.4 "Initial Drug Test" means a sensitive, rapid, and reliable procedure to identify negative and presumptive positive specimens, using an immunoassay procedure or an equivalent, or a more accurate scientifically accepted method approved by the United States FDA or the AHCA, as such more accurate technology becomes available in a cost effective form.

- 6.5 "Confirmation test," "confirmed test," or "confirmed drug test" means a second analytical procedure used to identify the presence of a specific Drug or metabolite in a specimen, which test must be different in scientific principle from that of the initial test procedure and must be capable of providing requisite specificity, sensitivity and quantitative accuracy. All tests to confirm an initial positive result for drugs other than alcohol shall use a gas chromatography/mass spectrometry or equivalent method. All tests to confirm positive results for alcohol use a gas chromatography method.
- 6.6 Drug Testing Methodology: Specimens for drug testing will be collected, handled, maintained and tested in accordance with the Florida Drug and Alcohol Free Workplace Program. Urine will be used for the initial and confirmation tests for all drugs except alcohol. Blood will be used for the initial and confirmation tests for alcohol.
7. Mandatory Testing Position: Mandatory testing position shall mean a job assignment that requires the employee to: carry a firearm; work closely with an employee who carries a firearm; perform life-threatening procedures; work with heavy or dangerous machinery; work as a safety inspector; work with children; work with detainees in the correctional system; work with confidential information or documents pertaining to criminal investigations; work with controlled substances; work in job assignments that require an employee security background check pursuant to section 110.1127 of the Florida Statutes; work in job assignments in which a momentary lapse in attention could result in injury or death to another person; or, perform safety-sensitive job duties and responsibilities.
8. Medical Review Officer: "Medical Review Officer" (MRO) means a licensed physician, employed or contracted with the Village, who has knowledge of substance abuse disorders, laboratory testing procedures and chain of custody collection procedures; who verifies positive confirmed test results; and who has the necessary medical training to interpret and evaluate an employee's positive test result in relation to the employee's medical history or any other relevant biomedical information.
9. Prescription or Non-Prescription Medication: means a drug or medication obtained pursuant to a prescription as defined by Section 893.02, Florida Statutes, or a medication that is authorized pursuant to federal or state law for general distribution and use without a prescription in the treatment of human diseases, ailments, or injuries.
10. Reasonable Suspicion Drug Testing: means drug testing based on a belief that an employee is using or has used drugs in violation of this Policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Among other things, such facts and inferences may be based upon:
- a. Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug;
 - b. Abnormal conduct or erratic behavior while at work or a significant deterioration of work performance;

- c. A report of drug use, provided by a reliable and credible source, which has been independently corroborated;
 - d. Evidence that an individual has tampered with a drug test during his or her employment with the Village;
 - e. Information that an employee has caused, contributed to, or been involved in an accident while at work; or
 - f. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the Village's premises or while operating a vehicle, machinery, or equipment of the Village.
11. Random Drug Testing: a drug test chosen to be conducted based on a computer generated random sampling of employees within each group subject to random drug testing. All employees within a group subject to random drug testing shall have an equal chance of being selected each time selections are made. Federal law or a collective bargaining agreement may set forth further restrictions or rules on random drug testing.
 12. Special-Risk Position: means a position that is required to be filled by a person who is certified under Sections 633 or 943, Florida Statutes, as amended.
 13. Specimen: means tissue, hair, or product of the human body capable of revealing the presence of drugs or their metabolites as approved the FDA or the AHCA.

C. RULES ON DRUGS AND ALCOHOL

EMPLOYEES ARE HEREBY NOTIFIED THAT IT IS A CONDITION OF EMPLOYMENT FOR EACH EMPLOYEE TO REFRAIN FROM REPORTING TO WORK OR WORKING WITH THE PRESENCE OF DRUGS OR ALCOHOL IN HIS OR HER BODY. IF AN EMPLOYEE TESTS CONFIRMED POSITIVE OR REFUSES TO SUBMIT TO A TEST FOR DRUGS OR ALCOHOL, THE EMPLOYEE IS SUBJECT TO DISCIPLINARY ACTION, INCLUDING TERMINATION, AND MAY FORFEIT ELIGIBILITY FOR MEDICAL AND INDEMNITY BENEFITS.

It is not the Village's intent to intrude into the private lives of its employees. However, the effect of drug and alcohol use, abuse and/or dependency on safety, work quality, increased medical expenses and lost productivity requires that this Policy be implemented. Any employee who violates any of these rules will be subject to disciplinary action up to and including termination of employment. The following rules apply under the Village's Policy.

1. Pre-Employment Conditions
 - 1.1 The following pre-employment conditions are established to determine the suitability of employees to work for the Village.

- 1.2 All job applicants, for mandatory testing or special risk positions, must submit to a drug test prior to starting employment in that position. Any job offer, which a job applicant may receive from the Village for such a position, is contingent upon the applicant successfully completing the drug and/or alcohol test.
- 1.3 Any job applicant for a mandatory testing or special risk position who refuses to submit to drug and alcohol testing as part of the pre-employment testing process will be refused employment. Any such job applicant who tests positive for drugs or alcohol on a confirmation test will be refused employment at that time. Confidentiality will be maintained pursuant to this Policy.
- 1.4 The Village will not discriminate against an applicant for employment because of the applicant's past addiction to drugs or alcohol. It is the current use/abuse of drugs or alcohol that will not be tolerated.

2. Conditions of Continuing Employment

It is a condition of continuing employment for each employee to receive a copy of the Village's Drug and Alcohol Free Workplace Policy, and to abide by the Policy. The rules contained in the Policy are to be considered conditions of continuing employment and are to be consistently followed. Any violation of these conditions of continuing employment will result in disciplinary action, up to and including termination.

3. Prohibition of Possession, etc.

The unlawful manufacture, distribution, dispensation, possession, sale or use of any drug or un-prescribed, controlled substances and/or the unauthorized possession or usage of alcohol by employees while working or when on any Village property, including parking lots, is strictly prohibited.

4. Prohibition of Drug Use

All employees are prohibited from being at work or on Village property, including parking lots, with the presence of any drug or its metabolite, as set forth herein, in the employee's body. Any employee who has a confirmed positive test of a drug or its metabolite at the levels defined herein will be presumed to be under the influence of the drug and in violation of Village Policy.

5. Requirement to Report Medication Use

- 5.1 The Village does not prohibit the use of prescribed medications which have currently accepted medical uses, provided:
 - a. The drug is prescribed or authorized for an employee by a medical doctor; and
 - b. The use of the drug at the prescribed or authorized level is consistent with the safe performance of the employee's duties; and
 - c. The drug is used at the dosage prescribed or authorized.

- 5.2 Employees are encouraged to notify their immediate supervisor when reporting for work or during the course of a work shift if the use of any prescription or non-prescription medication may adversely affect his or her ability to satisfactorily and safely perform his normal job duties (e.g., including but not limited to drowsiness). A form for reporting the use of prescription or non-prescription medication is attached. Additional forms are available from the Human Resources Office. Employees in mandatory testing or special-risk positions are required to provide their supervisor with such information.
6. Employee Drug and Alcohol Testing
- 6.1 All employees will be required to submit to drug testing upon reasonable suspicion as defined in this policy; during a routine fitness for duty (physical) examination; after release from a drug or alcohol rehabilitation program; and after an accident or injury, which requires medical treatment. Certain employees may be subject to random drug testing pursuant to federal law or collective bargaining agreements.
- 6.2 An employee who refuses to submit to a drug test will be subject to discipline, up to and including termination. A refusal to complete and sign a Drug Testing Chain of Custody Form or the failure to appear at the collection site within the specified time frame will be considered a refusal to submit to a drug test and will be subject to discipline, up to and including termination.
- 6.3 An employee who tests positive on a confirmation test will be subject to discipline, up to and including termination.
- 6.4 Refusal of a Treatment Program: If the employee is offered an opportunity to enter into a treatment program and refuses to do so, the employee will be immediately terminated.
- 6.5 Treatment Program Requirements: Employees who have been provided with an opportunity to enter a treatment and/or rehabilitation program must meet all requirements of that program including any required after-care. Failure to follow or complete the treatment and/or rehabilitation program or a subsequent positive confirmed drug test will result in immediate termination.
- 6.6 Confidentiality will be maintained at all times except to the extent necessary to comply with these policies and to the extent permitted by law.
7. Employee Drug or Alcohol Related Criminal Charges or Arrests
- 7.1 Employees are required to notify the Human Resources Office of any drug or alcohol related criminal charge or arrest no later than five days after such charge has been filed. Employees in positions which require driving a Village vehicle or a personal vehicle on Village business must notify the Human Resources Office of any alcohol or drug related arrest (e.g., including but not limited to Driving while Under the Influence) on the next workday.

- 7.2 The Village will take appropriate action with respect to an employee who is so charged, which action may include transfer to another position and/or discipline.
- 7.3 Employees are required to notify the Human Resources Office of the outcome of all drug or alcohol related criminal charges no later than five days after any change in status of such charges. This includes notification of a conviction, a plea of guilty, an adjudication of guilty, plea of nolo contendere, an adjudication withheld, an acquittal or a dismissal of the charges.
- 7.4 The Village will take appropriate disciplinary action against such employee within thirty days of receiving notice of the outcome or any change in the status of such drug or alcohol related charges.

8. Rehabilitation Procedures

- 8.1 An employee who is experiencing problems as a result of drug and/or alcohol abuse should contact the Human Resources Office for referral to an Employee Assistance Program for treatment and/or counseling. This discussion will be kept confidential. Such employee will be subject to testing to verify recovery from substance abuse pursuant to the Policy requirements and failure to take or pass a drug test will result in termination of employment. Where an employee voluntarily enters a treatment program before disciplinary action is initiated, the Village, in its sole discretion, may elect to waive follow-up drug testing. If follow-up drug testing is required, it must be conducted on a periodic basis, at least quarterly, for a two-year period after completion of the program. Advance notice of a follow-up testing date to the employee to be tested is strictly prohibited.
- 8.2 An employee in a mandatory testing position who enters a substance abuse rehabilitation program will be assigned to a position other than a mandatory testing position, or, if such a position is not available, will be placed on leave while the employee is participating in the program. The employee shall be permitted to use any accumulated leave credits before leave will be ordered without pay.
- 8.3 An employee in a special-risk position is subject to discipline or discharge for the first positive confirmed test result if the drug confirmed is an illicit drug under Section 893.03, Florida Statutes. A special-risk employee who is participating in an employee assistance program or drug rehabilitation program may not be allowed to continue to work in any mandatory testing or special-risk position, but may be assigned to a position other than a mandatory testing position or special-risk position, or placed on leave while the employee is participating in the program. The employee shall be permitted to use any accumulated annual leave credits before leave will be ordered without pay.

9. Employee Education and Referral Program

- 9.1 It is the responsibility of each employee to seek assistance before drugs and alcohol use or abuse leads to disciplinary problems. Employees who may require assistance for substance dependency and related

programs are encouraged to seek assistance and information from the Human Resources Office regarding the Employee Assistance Program.

- 9.2 Once a violation of this Policy occurs, subsequent use of a counseling or rehabilitation program on a voluntary basis will not affect the determination of appropriate disciplinary action.
- 9.3 An employee's decision to seek assistance or referral from the Human Resources Office prior to any incident warranting disciplinary action will not be used as the basis for disciplinary action or in any disciplinary proceeding.
- 9.4 Upon successful completion of a drug treatment program an employee may be released to resume work but, except as provided in Section 8 above, will be subject to follow-up drug testing on a periodic basis, at least quarterly, for a two-year period as a condition of continued employment.
- 9.5 An individual's participation in an alcohol or drug treatment program will not be made part of any personnel records and will remain confidential except to the extent necessary to comply with this Policy and to the extent permitted by law. Medical and insurance records, if any, will be preserved in the same confidential manner as all other medical records. The Human Resources Office will maintain program participation records.

10. Employee Education Information

10.1 The following "crisis information centers" will provide information regarding employee assistance programs and local alcohol and drug rehabilitation programs available to employees:

- Miami Dade County Switchboard of Miami (305) 358-4357
- Broward County Crisis Information Line (954) 537-0211
- Palm Beach County Center for Information and Crisis Services, Inc. (561) 383-1134
- Monroe County Help Crisis Line, Inc. (305) 296-4357
(800) 886-7340

10.2 Other available resources include:

- 1-800-356-9996 AI-Anon
- 1-800-252-6465 Alcoholics Anonymous
- 1-800-527-5344 American Council of Alcoholism Helpline
- 1-272-842-2433 Narcotics Anonymous
- 1-800-662-HELP Federal Substance Abuse & Mental Health Services Administration Treatment Referral Routing Service
- 1-800-WORKPLACE (Drug-Free Workplace Hotline)
- 1-800-COCAINE Cocaine Hotline
- 1-800-NCA-CALL National Council on Alcoholism
- 1-800-843-4971 National Institute on Drug Abuse Hotline

- 10.3 Employees may obtain further information regarding available drug and alcohol assistance and rehabilitation programs by contacting the Human Resources Office.

11. Management's Responsibilities

- 11.1 The Village Officials, Managers, and Supervisors (hereafter collectively referred to as "supervisors") are responsible for implementing the Drug and Alcohol Free Workplace Policy. It is the responsibility of supervisors to observe the behavior of employees on the job as a precaution against unstable or unreliable behavior which could threaten the safety and well-being of employees or the public.
- 11.2 Supervisors are responsible for maintaining a safe work environment by determining each employee's fitness for duty.
- 11.3 In the event a supervisor has a reasonable suspicion (as defined in this policy) that an employee may be affected by drugs or alcohol or has otherwise violated this Policy, the employee will be sent for drug testing. A form for reporting the reason(s) for drug testing is attached and should be completed as soon as practicable following the incident or observations giving rise to such reasonable suspicion. Where reasonable suspicion is based upon observed irregular behavior, two supervisors will confirm the suspicious behavior.
- 11.4 In all cases when an employee is being removed from duty for drug testing, the supervisor should notify his superior at the earliest possible time.

12. Employees' Responsibilities

- 12.1 It is each employee's responsibility to be fit for duty when reporting for work and to inform his or her supervisor if he or she is under the influence of medication, whether prescription or non-prescription medication, which may affect job performance or safety.
- 12.2 In the event an employee observes behavior which raises a doubt as to the ability of a co-worker to work in a safe and reliable manner, the employee should report this behavior to his/her supervisor.
- 12.3 Employees who voluntarily or, as a condition of continued employment, enter a drug or alcohol treatment and/or rehabilitation program must participate and complete recommended treatment. Any employee who enters a drug or alcohol treatment and/or rehabilitation program will be responsible for payment for the treatment and/or program to the extent not covered by medical insurance provided by the Village. If the employee fails to comply with the treatment and/or the program, the employee will be subject to discipline, up to and including termination.

13. Employee Education

- 13.1 Employees and supervisors will be required to participate in a drug-free awareness program on an annual basis. The program will inform employees about the following:

- a. The legal, social, physical and emotional consequences of the use, misuse and/or abuse of alcohol or drugs;
- b. The Village's commitment to maintain a drug-free workplace;
- c. Available drug counseling, rehabilitation and employee assistance programs;
- d. Assistance in identifying personal and emotional problems which may result in the misuse of alcohol or drugs; and
- e. The penalties which may be imposed by the Village on employees for drug abuse violations occurring in the workplace.

14. Rights Under Collective Bargaining Agreements:

Employees who are covered under any collective bargaining agreement between the Village and any certified labor organization may have the right to file a grievance regarding discipline imposed by the Village as a result of a violation of this policy if said grievance is permitted to be filed pursuant to the collective bargaining agreement. Such collective bargaining agreements may set forth further rules and/or restrictions regarding employee testing.

D. TESTING PURSUANT TO THE DRUG AND ALCOHOL FREE WORKPLACE POLICY

1. Types of Testing: In order to maintain a drug and alcohol free work environment and in accordance with Florida's Drug-Free Workplace Program, Section 440.101, et seq., Florida Statutes, as amended, and applicable Administrative Rules, the Village will test for the presence of drugs and/or alcohol in the following circumstances:

1.1 Pre-Employment: All job applicants for a mandatory testing or special-risk position who have been offered a position of employment must submit to a drug and/or alcohol test before beginning employment or work for the Village. In the event that an employee is permitted to begin working prior to receipt of the results of drug or alcohol testing such employment shall be contingent upon passing the drug or alcohol test.

1.2 Random: Eligible employees will be chosen based on a computer generated random sampling of employees within each group subject to random testing. All employees within each group shall have an equal chance of being selected each time a selection is made. Federal law or the collective bargaining agreement may set forth further restrictions or rules on random drug testing.

1.3 Reasonable Suspicion: Employees who are determined to be under reasonable suspicion of drug or alcohol use (as defined in this policy), will be required to submit to a drug and/or alcohol test.

1.4 Fitness-For-Duty: All employees who are subject to a routine fitness for duty medical examinations must take a drug and/or alcohol test as part of their medical examination.

1.5 Follow-up: All employees who have entered an employee assistance program or rehabilitation program for drug abuse must take drug tests on

at least a quarterly basis for two (2) years after returning to work. This requirement may be waived in the sole discretion of the Village in cases where an employee voluntarily enters a drug treatment program before disciplinary action has been taken.

- 1.6 Post-Accident or Injury: All employees who are involved in an accident or occupational injury to an employee which requires medical treatment occurring while at work which was caused by, contributed to or involved an employee must take a drug test after administration of emergency medical treatment. If it cannot be determined who was driving a Village's vehicle at the time of an accident, then anyone who was driving the vehicle during the applicable time period will be required to submit to testing. Employees involved in an accident must not use alcohol for eight (8) hours following an accident or until a post-accident test is conducted, whichever comes first.
2. Consequences of Refusing a Drug Test
 - 2.1 An employee who refuses to submit to a drug test will be subject to discipline, up to and including termination. An employee who refuses to submit to a drug test following an occupational injury which requires medical treatment forfeits his eligibility for all workers' compensation medical and indemnity benefits in accordance with Florida law.
 - 2.2A job applicant who refuses to submit to a drug test will not be hired.
3. Actions Following Positive Confirmed Test: The Village may institute disciplinary action, up to and including termination, for any employee who has a positive, confirmed drug test.
4. Reporting of Use of Medication: Employees and job applicants may confidentially report the use of prescription or non-prescription medication to the MRO during the testing process. A form for reporting medication use is attached.
5. Notice of Common Medications: A list of the most common medications by brand name or common name, as applicable, as well as by chemical name, which may alter or affect a drug test, is attached. Employees and job applicants should review this list prior to submitting to a drug test.
6. Medication Information: An employee or job applicant may consult with the Village's MRO or the testing laboratory for technical information regarding prescription and non-prescription medication.
7. Drugs To Be Tested And Cut-Off Levels
 - 7.1 Drug testing may be required for any or all of the following drugs:
 - (a) Alcohol, including distilled spirits, wine, malt beverages and intoxicating liquors
 - (b) Amphetamines
 - (c) Cannabinoids
 - (d) Cocaine
 - (e) Phencyclidine (PCP)
 - (f) Methaqualone
 - (g) Opiates
 - (h) Barbiturates

- (i) Benzodiazepines
- (j) Synthetic narcotics (Methadone and Propoxyphene)
- (k) A metabolite of any of the substances listed herein
- (l) Hallucinogens
- (m) Any other abused substances as added by federal law or Florida Statutes

A list of drugs by brand names or common names is attached at Appendix 2.

The cut-off levels for reporting positive results for both initial and confirmation drug tests are set forth below:¹

7.2 Drug Cut-Off Levels - Initial Drug Test:

All levels equal to or exceeding the following for urine specimens shall be considered to be presumptively positive and submitted for confirmation testing:

Alcohol	0.04 g/dL%
Amphetamines	1,000 ng/mL
Cannabinoids (Marijuana)	50 ng/mL
Cocaine	300 ng/mL
Phencyclidine	25 ng/mL
Methaqualone	300 ng/mL
Opiates	2000 ng/mL
Barbiturates	300 ng/mL
Benzodiazepines	300 ng/mL
Methadone	300 ng/mL
Propoxyphene	300 ng/mL

All levels equal to or exceeding the following for hair specimens shall be considered presumptively positive on initial screening and submitted for confirmation testing:

Amphetamines	5 ng/10mg of hair
Cannabinoids (Marijuana)	10 pg/10mg of hair
Cocaine	5 ng/10mg of hair
Phencyclidine	3 ng/10mg of hair
Opiate/Synthetic Narcotics And metabolites	5 ng/10mg of hair

7.3 Drug Cut-Off Levels* - Confirmation Drug Test:

All levels for urine specimens which are equal to or exceeding the following shall be reported as positive:

¹NOTE: The types of testing as well as the levels on initial and confirmation testing may change pursuant to Federal or state law or regulations. Further, the minimal levels for drugs and alcohol reported to the Village may be different for employees subject to federal drug testing regulations. The Village intends that its policy be in accordance with applicable laws at all times.

Alcohol	0.04g/dL%*
Amphetamines	500 ng/mL
Cannabinoids (Marijuana)	15 ng/mL
Cocaine	150 ng/mL
Phencyclidine	25 ng/mL
Methaqualone	150 ng/mL
Opiates (codeine, morphine)	2000 ng/mL
Barbiturates	150 ng/mL
Benzodiazepines	150 ng/mL
Methadone	150 ng/mL
Propoxyphene	150 ng/mL

All levels for hair specimens which are equal to or exceeding the following shall be reported as positive:

Amphetamines	5 ng/10mg of hair
Cannabinoids (Marijuana)	1 pg/10mg of hair
Cocaine	5 ng/10mg of hair
Phencyclidine	3 ng/10mg of hair
Opiate/Synthetic Narcotics And metabolites	5 ng/10mg of hair

8. Random Drug Testing

- 8.1 The Human Resources Office shall be responsible for maintaining updated employee lists within each group subject to random drug testing and shall submit lists to the MRO for random generation of employees' names to be tested. It is within the discretion of the Village to decide when and how often lists will be submitted to the MRO for random generation of employees' names.
- 8.2 The MRO shall notify Human Resources with the list of employees to be tested.
- 8.3 The Human Resources Office shall complete the referral form and schedule each employee for the test.
- 8.4 Once an employee is randomly selected and scheduled for a test under the provisions of this procedure, the Human Resources Office shall:
 - a. Give selected employees no more than 24 hours' notice of the scheduled drug test.
 - b. Notify the employees of the collection or testing site.
 - c. Meet with the employees to notify them that they are to be drug tested, require the employee to read and sign the Employee Random Drug Testing Notice attached at Appendix 10 and answer any questions. The Village shall keep the original copy and give a copy to the employee.
 - d. Complete a referral form indicating the drug test time range, approved collection site and location, type of testing required, and advise the testee to return the signed and dated referral form to the Human Resources Office.

8.5 Employees shall not be excused from random drug testing unless they are on prior approved leave of absence.

8.6 Additional rules and restrictions may apply to particular groups of employees based upon federal law and/or the provisions of a collective bargaining agreement.

9. Reasonable Suspicion Drug Testing

Employees will be required to submit to drug and/or alcohol testing when a supervisor has "reasonable suspicion", as defined in this policy, to believe that an employee is using or has used drugs or alcohol in violation of this Policy. The supervisor will document the circumstances which formed his or her determination of "reasonable suspicion" in writing within seven days from the date of his determination. A form for the use of a supervisor to specify the reason(s) for the test is attached at Appendix 4. A copy of this documentation will be given to the employee upon request within seven (7) days from the date of the supervisor's determination of "reasonable suspicion."

Reasonable suspicion shall be based on specific, objective and articulable facts and reasonable inferences drawn from those facts in light of experience. In making this determination, relevant factors may include, but are not limited to:

- Observable phenomena, such as direct observation of drug use or of physical symptoms or manifestation of being under the influence of a drug or alcohol;
- Abnormal conduct, erratic behavior or a significant unexplained deterioration in work performance;
- A report of drug use, provided by a reliable source;
- Evidence that an individual has tampered with a drug test during his or her employment with the Village;
- Information that an employee has caused or contributed to an accident or injury while at work;
- Evidence that an employee has negligently or recklessly operated a vehicle, equipment or machinery while at work;
- Evidence that an employee has used, possessed, manufactured, cultivated, sold, solicited, or transferred drugs.

10. Confidentiality and Records Maintenance

10.1 Confidentiality of records concerning drug testing pursuant to the Drug and Alcohol Free Workplace Policy will be maintained in accordance with Florida law. All information, records, drug test results in the possession of the Village, laboratories, employee assistance programs and drug and alcohol rehabilitation programs will be kept confidential. No such information or records will be released unless written consent, signed by an employee or job applicant, is provided or unless disclosure of such information or records is compelled by an administrative law judge,

hearing officer, or court of competent jurisdiction. The Village may also disclose such information when relevant to its defense in any civil, disciplinary or administrative hearing. The Village will maintain records concerning drug testing separate and apart from a job applicant or employee's personnel file.

10.2 Information on drug testing results will not be released in any criminal proceeding.

11. Challenge of Test Results of Drug Test Under Florida Law

11.1 An employee or a job applicant who receives a positive confirmed test result may submit information to the Medical Review Officer ("MRO") contesting or explaining the results in writing within ten (10) working days of receipt of notification of a positive confirmed test result.

11.2 If the explanation or challenge of the employee or job applicant is unsatisfactory to the MRO, the MRO shall report a positive result back to the Village.

11.3 Within five (5) working days after receiving notice of a positive confirmed test result from the MRO, the Village shall inform the employee or job applicant in writing of the positive test result, the consequences of such results, and the options available to the employee or job applicant. Upon request, the Village shall provide a copy of the test result to the employee or job applicant.

11.4 Within five (5) working days after receiving notice of a positive confirmed test result from the Village, the employee or job applicant may submit information to the Village explaining or contesting the test result, and explaining why the result does not constitute a violation of the Village's policy.

11.5 If the explanation or challenge of the employee or job applicant is unsatisfactory to the Village, the Village shall provide a written explanation (within fifteen (15) days of receipt) as to why the employee or job applicant's explanation is unsatisfactory, along with a copy of the report of positive confirmed test results. All such documentation will be kept confidential except as provided in Section 9, above, and will be retained by the Village for at least one (1) year.

11.6 An employee may further challenge the results of the test in a court of competent jurisdiction or, if the drug test was administered due to a workplace injury, by filing a claim for benefits with a Judge of Compensation Claims, pursuant to Chapter 440, Florida Statutes.

11.7 If an employee or job applicant contests the drug test results, he or she will be solely responsible for notifying the laboratory and the Village in writing by certified mail and provide a copy of the written notice, by certified mail, to the Village. The notice must include reference to the chain of custody specimen identification number.

11.8 An employee or a job applicant who receives a positive, confirmed test result may, at the employee's or job applicant's expense, obtain a retest of a portion of the original specimen at another licensed and approved

laboratory selected by the employee or job applicant, within one hundred eighty (180) days of the notice of the positive test result.

- 11.9 An employee or job applicant has the responsibility of notifying the drug-testing laboratory of any administrative or civil action brought pursuant to Chapter 440, Florida Statutes. The test laboratory will preserve specimens of confirmed positive results for at least two hundred ten (210) days after the result was mailed to the MRO. If timely notified of such action, the testing laboratory will maintain the sample until the case or administrative appeal is resolved.
12. Medical Review Officer's Responsibilities for Testing Under Florida Law
 - 12.1 The MRO shall fully comply with all of the requirements set forth in applicable Administrative Rules. The MRO shall be a licensed physician, under contract with the Village, who has knowledge of substance abuse disorders, laboratory testing procedures, chain of custody collection procedures, and medical use of prescription drugs and pharmacology and toxicology of illicit drugs.
 - 12.2 The MRO shall review and verify drug test results prior to the transmittal of the test results, either positive or negative, to the Village. The MRO shall evaluate the drug test result(s), verify the chain of custody forms and ensure that the donor's identification number on the laboratory report and the chain of custody form accurately identifies the individual.
 - 12.3 If the test results reported are negative, the MRO shall notify the Village of the negative test result and submit the appropriate documentation to the ACHA.
 - 12.4 If the test results reported are positive, the MRO shall notify the employee or job applicant of a confirmed positive test result within three (3) days of receipt of the test result from the laboratory and inquire as to whether prescriptive or over-the-counter medications could have caused the positive test result. Within five (5) days after receiving written notification of the positive test result, the employee or job applicant may contest or explain the result to the MRO. If the employee or job applicant's explanation or challenge is unsatisfactory to the MRO, the MRO will report a positive test result back to the Village.
 - 12.5 Upon contacting an employee or job applicant who has received a positive test result, the MRO shall properly identify the donor, inform the donor that the MRO is an agent of the Village whose responsibility is to make a determination on test results and report them to the Village, and inform the donor that medical information revealed during the MRO's inquiry will be kept confidential, unless the donor is in a safety sensitive position and the MRO believes that such information is related to the safety of the donor or to the other employees.
 - 12.6 Additionally, the MRO shall outline the rights and procedures for a retest of the original specimen for the donor and process any employee's or job applicant's request for retest of the original specimen within one hundred eighty (180) days of notice of the positive test result in another licensed laboratory selected by the employee or job applicant. The employee or job applicant who requests the additional test shall be required to pay for

the cost of the retest, including handling and shipping expenses. The MRO shall contact the original testing laboratory to initiate the retest.

- 12.7 Upon receipt of information and/or documentation from the employee or job applicant, the MRO shall review any medical records provided, authorized and/or released by the individual's physician, to determine if the positive test result was caused by a legally prescribed medication. If the donor does not have prescribed medication, the MRO shall inquire about over-the-counter medications which could have caused the positive test result. The donor shall be responsible for providing all necessary documentation (i.e., a doctor's report, signed prescription, etc.) within the five (5) day period after notification of the positive test result.
- 12.8 If the MRO determines that there is a legitimate medical explanation for the positive test result, the MRO shall report a negative test result to the Village. However, should the MRO feel that the legal use of the drug would endanger the individual or others, then the MRO shall report that the test is negative due to a validated prescription and shall request that the individual be placed in a position which would not threaten the safety of the individual or others.
- 12.9 If the MRO has any question as to the accuracy or validity of a test result or has a concern regarding the scientific reliability of the sample, the MRO may request the individual to provide another sample. As a safeguard to employees and job applicants, once an MRO verifies a positive test result, the MRO may change the verification of the result if the donor presents information which documents that a serious illness, injury, or other circumstances that unavoidably prevented the donor from contacting the MRO within the specified time frame and if the donor presents information concerning a legitimate explanation for the positive test result.
- 12.10 If the MRO is unable to contact a positively tested donor within three (3) days of receipt of the test results from the laboratory, the MRO shall contact the Village and request that the Village direct the donor to contact the MRO as soon as possible. If the MRO has not been contacted by the donor within two (2) days from the request of the Village, the MRO shall verify the report as positive.
- 12.11 If the donor refuses to talk with the MRO regarding a positive test result, the MRO shall validate the result as a positive and annotate such refusal in the remarks section. If the donor voluntarily admits to the use of the drug in question without a proper prescription, the MRO shall advise the donor that a verified positive test result will be sent to the Village.
- 12.12 The MRO shall notify the Village in writing of the verified test result, either negative, positive, or unsatisfactory, and appropriately file chain of custody forms to the Village and submit the proper forms to the ACHA.

E. DRUG AND ALCOHOL TESTING OF COMMERCIAL MOTOR VEHICLE DRIVERS

In addition to the policies and procedures set forth above, Village employees who are connected with the operation of commercial motor vehicles are subject to drug and alcohol testing as required by the Omnibus Transportation Employee Testing Act of 1991, 49 U.S.C. § 31306, and pursuant to all applicable procedures and regulations promulgated by the Department of Transportation and the Federal Highway Administration, as well as any additional policy adopted by the Village pursuant to those federal laws and regulations. In cases where the requirements of both federal and state drug and alcohol laws and regulations and the Village's Drug and Alcohol Free Workplace Policy may be applicable, the requirements of federal drug and alcohol laws and regulations will control if a conflict arises between federal law and regulations and the requirements of state law or the Village's Drug and Alcohol Free Workplace Policy.