

**POLICE OFFICERS &  
CORPORALS**

**Agreement  
Between**

**The City of Coconut Creek  
and  
Broward County Police Benevolent  
Association**

**October 1, 2008 through  
September 30, 2011**

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## DEFINITIONS

The following terms, phrases, words and other derivation shall have the meanings as listed below:

- 1- City means the City of Coconut Creek.
- 2- Grievance shall mean a dispute concerning the interpretation or application of this Agreement.
- 3- Immediate Family shall be defined as an employee's spouse, child, step-child, parent, parent-in-law, sibling, step-sibling, sibling-in-law, grandparents, grandchild, grandparents-in-law, daughter-in-law, son-in-law, and any other family member residing in the employee's home.
- 4- May shall be interpreted as permissive.
- 5- Probationary Employee is an employee who has not completed the probationary period for the position in which hired or promoted to.
- 6- Regular Employee shall mean an employee who has successfully completed the probationary period and is employed in continuous year-round full time service.
- 7- Retirement Age - The normal retirement age for employees as designated by the City under the ICMA retirement plan is fifty-nine and one-half (59 1/2), and early retirement is age fifty-five (55). The normal and early retirement ages for those employees participating in the State of Florida Retirement System (FRS) shall be as established by the State of Florida. Any reference in this Agreement to retirement shall be as so designated above except for Article 13, Employee Benefits, Section 3, subsection G, and Article 14, Leave Benefits, Section 1., subsection E.
- 8- Shall is to be interpreted as mandatory.
- 9- Termination shall mean the discharge, dismissal, removal or otherwise permanent severance of employment from the City.
- 10- Union shall mean Broward County Police Benevolent Association (PBA)
- 11- Workday shall mean the number of hours regularly scheduled for a full-time employee to be worked during a twenty four (24) hour period. The term shall not mean a guarantee of a minimum number of hours per day or per week.
- 12- Workweek means the number of hours regularly scheduled for a full-time employee to be worked during any seven (7) consecutive days. The term shall not mean a guarantee of any minimum number of hours per day or per week.

## **Article 1**

### **Preamble**

This Agreement is entered into this day of \_\_\_\_\_, 2008 by and between Coconut Creek, Florida, hereinafter referred to as the "City" and the Broward County Police Benevolent Association, hereinafter referred to as the "PBA." It is the purpose of this Agreement to establish an orderly and peaceful procedure in the settlement of differences which might arise and to provide for joint collective bargaining in the determination of wages, hours and other conditions of employment.

## **Article 2**

### **Recognition**

The City hereby recognizes the Broward County Police Benevolent Association as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to wages, hours and other conditions of employment for those employees of the City working within the certified bargaining unit, and any other inclusions or exclusions mutually agreed to, in writing, by the parties, and approved by PERC.

Included: All full-time employees within the ranks of Police Trainee, Police Officer, and Police Corporal.

Excluded: All sworn employees within the ranks of Sergeant, Lieutenant, Captain, the Chief of Police and all other non-sworn employees, with the exception of Police Trainee.

## Article 3

### Management Rights

- 3.1: Except as otherwise provided by this Agreement, the PBA recognizes the unilateral rights and obligations of the City to perform certain functions. Those functions include, but are not limited to, the following and are grievable or negotiable only to the extent that the aforementioned specific limitations apply:
- A. To manage and direct all employees of the City and the Police Department and determine the standards and qualifications therefore;
  - B. To hire, lay off, rehire, promote, transfer, schedule, assign and retain employees in positions with the City;
  - C. To suspend, demote, discharge or take other disciplinary action against employees for just cause;
  - D. To maintain the efficiency of the operations of the City and the Police Department;
  - E. To determine the structure and organization of City government, including the right to supervise, subcontract, expand, consolidate or merge any department and to alter, combine, or reduce any division thereof;
  - F. To determine the number of all employees who shall be employed by the City, the job make up, activities, assignments and the number of hours and shifts to be worked per week including starting and quitting time of all employees subject to Article 18 (Hours of Work and Overtime);
  - G. 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;
  - H. To determine internal security practices;
  - I. Control the use of equipment and property of the City;
  - J. Fill any job on an emergency or interim basis;
  - K. Formulate and implement departmental policy, rules and regulations; and
  - L. Introduce new or improved services, maintenance procedures, materials, facilities and equipment, and to have complete authority to exercise those rights and powers incidental thereto, including the right to make unilateral changes when necessary.

M. To provide hiring bonuses and/or to provide hiring salaries up to 10% above the minimum of the salary range, as deemed necessary.

3.2: If the City fails to exercise any one or more of the above functions from time to time, it shall not be deemed a waiver of the City's right to exercise any or all of such functions. Any right, power or privilege of the City not specifically relinquished by the City in this Agreement shall remain with the City. However, the City recognizes its obligation to impact bargain upon request of the PBA, and identification of the impact issues required by law to be negotiated.

## **Article 4**

### **Work Stoppages**

- 4.1: There will be no strikes, work stoppages, slowdowns, boycotts, job actions, or refusal to perform assigned work by the employees covered under this Agreement. Informational picketing not in connection with, or in support of, or as an inducement to any of the above activities, is allowed. Notwithstanding the above, there shall be no picketing whatsoever in uniform by the employees covered by this Agreement.
- 4.2: Recognizing that Florida law prohibits the activities enumerated in Section 1. above, the parties agree that any member who participates in or promotes any of the aforesaid activities may be discharged or otherwise disciplined by the City.
- 4.3: It is recognized by the parties that the activities enumerated in Sections 1. and 2. above, are contrary to the ideals of professionalism and to the Police Department's community responsibility. Accordingly, it is understood and agreed that in the event of any violation of this Article the City shall be entitled to seek and obtain legal and/or equitable relief in any court of competent jurisdiction.

## Article 5

### Grievance and Arbitration Procedure

- 5.1: 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 an employee and the City of Coconut Creek, and that such procedure shall cover grievances involving the application or interpretation of this Agreement and those involving discipline. All grievances shall be processed pursuant to this Article. Pursuant to F.S.S. 447.301(4), employees covered by this agreement shall have the right to be represented in the determination of grievances on all terms and conditions of employment. Employees shall have the right to refrain from exercising the right to be represented. Nothing in this Article shall be construed to prevent any employee from presenting, at any time, his own grievance in person or by legal counsel, to the City, and having such grievance adjusted without the intervention of the PBA, if the adjustment is not inconsistent with the terms of this Agreement, and if the PBA has been given reasonable opportunity to be present at any meeting called for resolution of such a grievance.

It shall be understood that in the event a grievance filed by an individual member of the bargaining unit affects other bargaining unit employees in a similar manner, then the other employees affected shall have the right join in the grievance to state their intention to file a similar grievance by submitting their names to the local PBA Representative. The local PBA Representative shall forward a letter which lists the names of all other grievants, along with the original grievance, at Step #2 of the grievance procedure. In the event that the original grievant abandons the grievance, then one of the grievants as listed in the letter from the PBA, shall have the right to pursue the grievance at its current step in the grievance procedure to its conclusion.

Upon resolution of the grievance affecting other employees covered by this Agreement in the same manner, as determined by the Chief of Police, then said resolution shall be uniformly applied.

- 5.2: Time is considered to be of the essence for purpose 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 and shall be barred, forfeited and foreclosed for all contractual or legal purposes and shall result in the forfeiture of all rights to arbitration. Any grievance not answered by management within the time limits provided below will automatically advance to the next higher step of the grievance procedure.

Settlement of Grievance: Any grievance shall be considered settled at the completion of any step in the procedure. If the party concerned fails to appeal to the next step in a timely fashion, the grievance will be deemed resolved. Dissatisfaction is implied in recourse from one step to the next.

5.3. Grievances not related to suspensions, demotions, or terminations shall be presented in the following manner:

**Step 1:** The employee shall first present his/her grievance informally to his/her immediate supervisor within seven (7) calendar days of the occurrence of the event(s), or within seven (7) calendar days of the date the employee knew or should have known of the event which gave rise to the grievance. The employee shall perform his assigned work tasks and grieve his/her complaint later. Within seven (7) calendar days from the date of the informal discussion, the supervisor shall advise the employee of his/her decision verbally.

**Step 2:** In the event the employee is not satisfied with the decision of his/her supervisor, he/she may, within seven (7) calendar days following the receipt of the decision in Step 1, present the grievance to the Lieutenant and/or Captain in writing on the PBA grievance form, which shall be signed by the employee and shall specify:

1. name and position of grievant;
2. the date of the alleged grievance;
3. the specific article or articles of this Agreement allegedly violated;
4. a clear and concise statement of the grievance, the issue involved, the facts pertaining or giving rise to the alleged grievance; and
5. the relief requested.

Upon presentation of the written grievance to the Lieutenant/and or Captain, a meeting shall be scheduled within seven (7) calendar days. The employee, a PBA representative, and the Lieutenant and/or Captain shall participate at the Step 2 level.

The Lieutenant and/or Captain shall, within seven (7) calendar days after the meeting (or such longer period of time as is mutually agreed upon), render his/her decision on the grievance in writing.

**Step 3:** In the event that the employee is not satisfied with the disposition of the grievance in Step 2, he/she shall have the right to appeal the Lieutenant's and/or Captain's decision to the Chief of Police within (7) calendar days of the date of issuance of the Lieutenant's and/or Captain's decision. Such appeal must be accompanied by the filing of a copy of the original written grievance together with a letter signed by the employee requesting that the Lieutenant's and/or Captain's decision be reversed or modified. The Chief of Police shall, within seven (7) calendar days of the appeal (or such longer period of time as is mutually agreed upon), meet with the employee and then within seven calendar days from the meeting, render his decision in writing.

**Step 4.** In the event that the employee is not satisfied with the disposition of the grievance in Step 3, he shall have the right to appeal the Chief of Police

decision to the City Manager within seven (7) calendar days of the date of issuance of the Chief of Police decision. Such appeal must be accompanied by the filing of a copy of the original written grievance together with a letter signed by the employee requesting that the Director's decision be reversed or modified. The City Manager, or his designee, shall within seven (7) calendar days of the appeal (or such longer period of time as is mutually agreed upon), meet with the employee, and then within seven calendar days from the meeting, render his decision in writing.

- 5.4: If the grievance is in response to a disciplinary action, except as described in section 5.5. below, the employee shall present the grievance directly to the individual issuing the discipline, which may result in prior steps being bypassed.
- 5.5: In the case of suspension, demotion, and/or terminations, Step One (1) through Step Three (3) of the grievance procedure shall be waived and the grievance shall proceed to Step Four (4) with the City Manager.
- 5.6: Grievances under this collective bargaining agreement shall be processed separately and individually. Only one (1) grievance shall be submitted to an arbitrator for decision in any given case.
- 5.7: In the event a grievance processed through the grievance procedure has not been resolved at Step 4 above to the grievant's satisfaction, either party may, in writing, request one of the following options: Mediation or Arbitration. If Mediation is chosen and does not resolve the dispute, Arbitration may then be utilized.

A. Mediation Process

- 1. Mediation is a form of Alternative Dispute Resolution (ADR) that may be requested by the City or the PBA. It is an alternative, not a substitute for the formal arbitration process contained in Section B. below. Mediation is an informal process in which a neutral third party assists the opposing parties in reaching a voluntary, negotiated resolution of a charge of discipline. The decision to mediate is completely voluntary for the PBA or the City. Mediation gives the parties the opportunity to discuss the issues raised in the charging document, clear up misunderstandings, determine the underlying interests or concerns, find areas of agreement and, ultimately, incorporate those areas of agreement into solutions. A mediator does not resolve the charge or impose a decision on the parties. Instead, the mediator helps the parties to agree on a mutually acceptable resolution. The mediation process is strictly confidential. Information disclosed during mediation will not be revealed to anyone.
- 2. If both parties agree, a mediation session conducted by a trained and experienced mediator shall be scheduled at a mutually convenient date and time. Either party may choose to have an attorney represent them during

mediation. Persons attending the mediation session shall have the authority to resolve the dispute. If mediation is unsuccessful, the parties may proceed to follow the provisions for Arbitration. Information disclosed during mediation will not be revealed to anyone.

3. The parties and, if they desire, their representatives and/or attorneys, are invited to attend a mediation session. No one else may attend without the permission of the parties and the consent of the mediator(s).
4. The mediator(s) will not function as the representative of either party. However, the mediator(s) may assist the parties in understanding their rights and the terms of any proposed settlement agreement. Each party acknowledges being advised to seek independent legal review prior to signing any settlement agreement.
5. The parties acknowledge that the mediator(s) possesses the discretion to terminate the mediation at any time if an impasse occurs or either party or the mediator deems the case inappropriate for mediation.
6. Prior to mediation, both the City and the PBA shall enter into a confidentiality agreement, as follows:
  - a. This is an agreement by the parties to participate in a mediation involving the City against the above named employee. The parties understand that mediation is a voluntary process, which may be terminated at any time.
  - b. The parties agree to participate voluntarily in mediation in an effort to resolve the charge(s) filed by the City.
  - c. The parties agree that all matters discussed during the mediation are confidential, unless otherwise discoverable, and cannot be used as evidence in any subsequent administrative or judicial proceeding. Confidentiality, however, will not extend to threats of imminent physical harm or incidents of actual violence that occur during the mediation.
  - d. Any communications between the mediator(s) and/or the parties are considered dispute resolution communications with a neutral and will be kept confidential.
  - e. The parties agree not to subpoena the mediator(s) or compel the mediator(s) to produce any documents provided by a party in any pending or future administrative or judicial proceeding. The mediator(s) will not voluntarily testify on behalf of a party in any pending or future administrative or judicial proceeding. The parties further agree that the mediator(s) will be held harmless for any claim arising from the mediation process.

- f. The parties recognize and agree that the City is subject to Chapter 119, Florida Statutes, relating to public documents. Therefore, all information including all notes, records, or documents generated during the course of the mediation shall be subject to the exemption contained in Section 19.07 (3)(1), until the settlement of the matter, or the conclusion of the arbitration, if any, with the exception of the personal notes of the mediator.
- g. If a settlement is reached by all the parties, the agreement shall be reduced to writing and when signed shall be binding upon all parties to the agreement. Said agreement shall be subject to the provisions of Chapter 119. If the charge(s) is not resolved through mediation, the parties may proceed to follow the provisions for arbitration.

B. Arbitration

- 1. Either party may, in writing, request that the grievance be submitted to arbitration within seven (7) calendar days after the City Manager, or his designee, renders a written decision on the grievance. The arbitrator may be any impartial person mutually agreed upon by and between the parties. However, in the event the parties are unable to agree upon said impartial Arbitrator, the parties shall jointly 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. The parties shall flip a coin to determine who shall strike first. The winner of the coin flip shall have the choice as to whether he/she shall strike first. The parties shall strike names in alternating fashion until one (1) name remains. Such seventh remaining person shall serve as the impartial Arbitrator.
- 2. The City and the employee 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 decision to the particular grievance as 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 consideration and determination to the written statement of the grievance presented in Step 2 of the Grievance Procedure. The Arbitrator selected or appointed shall meet with the parties at a mutually agreeable date to review the evidence and hear testimony relating to the grievance. Upon completion of this review and hearing, the Arbitrator shall render a written decision to both the City and the Union which shall be binding upon both parties. The Arbitrator shall have no authority to change, amend, add to, subtract from or otherwise alter or supplement this Agreement or any part thereof or amendment thereto. The Arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Agreement, except to

the extent as specifically provided herein.

3. The Arbitrator may not issue declaratory opinions and shall confine himself exclusively to the question which is presented to him, which question must be actual and existing.
4. Consistent with the provisions of the Florida Public Employee Relations Act Chapter 447 et seq., it is mutually acknowledged and agreed that this Collective Bargaining Agreement shall be administered within the amounts appropriated by the City for funding of the Collective Bargaining Agreement. Accordingly, and notwithstanding any other provision of this Collective Bargaining Agreement, the Arbitrator shall have no authority, power or jurisdiction to construe any provision of law, statute, ordinance, resolution, rule or regulation or provision of this Collective Bargaining Agreement to result in, obligate, or cause the City to have or bear any expense, debt, cost, or liability which would result, directly or indirectly, in the City exceeding the amounts initially appropriated and approved by the City for funding of this Collective Bargaining Agreement as agreed upon by the parties. Any such award which contravenes or is not in compliance with the provisions of this paragraph shall be null and void.
5. Each party shall bear the expense of its own witnesses and of its own representative or representatives for purpose of the arbitration hearing. The impartial arbitrator's fee and related expenses and expenses of obtaining a hearing room, if any, shall be shared by both parties. Any person desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share such cost.
6. The arbitrator's award shall be final and binding on the parties.

5.8: Probationary employees shall have no right to utilize this grievance procedure for any matter concerning discharge, demotion, suspension, or other discipline.

5.9: The PBA shall not be required to process grievances for employees covered by this Agreement who are not members of the PBA.

## **Article 6**

### **P.B.A. Collective Bargaining Agreement**

It is agreed that the City will make available to each member of the PBA bargaining unit, one (1) copy of this Agreement, upon request and at no cost to the employee.

## Article 7

### Non-Discrimination

- 7.1: Pursuant to F.S.S., Section 112.042 and 112.043, there shall be no discrimination against any employee covered by this Agreement solely because of race, religious creed, color, national origin, sex, sexual orientation, age, or disability, as prescribed and defined by State or Federal law.
- 7.2: There shall be no discrimination against any employee covered by this Agreement solely because of membership, non-membership or office held in the PBA.
- 7.3: The City recognizes that pursuant to F.S.S. 447.301 (3), employees covered by this Agreement shall have the right to engage in concerted activities not prohibited by law, for the purpose of collective bargaining or other mutual aid or protection, or to refrain from engaging in such activities.
- 7.4: The City and the union oppose discrimination on the basis of age, race, creed, color, national origin, sex, sexual orientation, disability, marital status, veteran's status, age over forty (40), political affiliation or religion. However, the parties also recognize that the City has established an internal procedure to investigate and resolve alleged cases of discrimination which is in addition to existing and adequate procedures established by Broward County, the State of Florida, and the Federal Government. Accordingly, it is agreed that allegations of employment discrimination as described above cannot be processed through the contractual grievance/arbitration procedure.

## **Article 8**

### **Political Activity**

- 8.1: There shall be no discrimination against any employee covered by this Agreement by reason of political affiliation.
- 8.2: No employee covered by this Agreement shall, directly or indirectly, solicit or take part in soliciting an assessment, subscription or contribution of any employee of the City for any political organization or purpose during work hours or on City property.
- 8.3: No employee covered by this Agreement who is elected to public office for the City of Coconut Creek shall be employed in any position with the City during the term for which elected. Said employee, after such election, shall resign.

## Article 9

### Dues Deduction

- 9.1: Employees covered by this Agreement may authorize deductions for the purpose of paying PBA dues by executing an original form which shall be provided by the PBA and approved by the City. No authorization shall be allowed for payment of initiation fees, assessments or fines. Sworn officers above the rank of Sergeant who are not bargaining unit employees, and are not covered by this Agreement, shall be permitted to authorize dues deduction solely for the purpose of membership in the PBA for PBA benefits not related to the Collective Bargaining Agreement.
- 9.2: The PBA will initially notify the City as to the amount of monthly dues. Such notification will be certified to the City, in writing, over the signature of an authorized officer of the PBA. Changes in the PBA membership dues will be similarly certified to the City and shall be done at least thirty (30) days in advance of the effective date of such change.
- 9.3: Dues shall be deducted each pay period and the funds deducted shall be remitted along with a schedule indicating the names and social security number for whom the dues were withheld, to PBA .
- 9.4: The PBA agrees to defray the cost of such dues deducted by payment of fifty cents (50¢) per employee initially enrolled, which shall be deducted from the dues deduction funds accumulated. Thereafter, if PBA changes the amount of dues deduction or deletes or adds to the number of members enrolled in dues deduction, it shall pay the City fifty cents (50¢) per change for each affected employee(s). Said monies shall be deducted from any dues accumulated on the first reimbursement to the P.B.A. subsequent to the change.
- 9.5: The PBA agrees to save, indemnify and hold harmless the City against any and all claims, suits, orders, or judgments, of whatever kind or nature, brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article, provided that the City shall indeed have substantially complied with the provisions of this Article. This does not affect the grievance procedure as contained in Article 5 of this agreement.

## Article 10

### PBA Representation

- 10.1: Neither party, in negotiations, shall have any control over the selection of the negotiating or bargaining representatives of the other party. The bargaining committee of the PBA shall consist of not more than four (4) representatives, including legal counsel. The PBA will furnish the City Manager with a written list of the PBA's bargaining committee prior to the first bargaining meeting and substitution changes thereto if necessary.
- 10.2: If any employee member of the bargaining committee is on duty during negotiation sessions, he/she may attend and participate in said sessions with no loss in pay if approved in advance by the Chief of Police or his designee. Said approval may be granted only if the shift would still be adequately manned and would not cause any overtime in the Department. Such approval shall be within the sole discretion of the Chief of Police or his designee.
- 10.3: The City will furnish the PBA with a written list of the City's bargaining representatives consisting of not more than four (4) members, including legal counsel, prior to the first bargaining session.
- 10.4: The PBA may designate up to three (3) local PBA representatives. A representative may attend one (1) union meeting per two (2) months, and any other emergency meeting scheduled during contract negotiations, without loss of pay, and if approved in advance by the Chief of Police or his designee. Said approval may be granted only if the shift would still be adequately manned and would not cause any overtime in the Department. Such approval shall be within the sole discretion of the Chief of Police or his designee.
- 10.5: The City agrees to establish a Bargaining Agent time pool consisting of one (1) hour per member per year. The time pool may be used by the PBA representatives and members for attendance at PBA related functions such as state conferences, conventions, board meetings, legislative activities except those relating to campaigning for the election of any City Commissioner, educational seminars, or such other purposes as agreed upon between the PBA and the Chief of Police. The use of the time pool is subject to the prior approval of the Chief of Police, but said approval will not be unreasonably withheld. Each bargaining unit employee will fund one (1) hour per year to the time pool from accrued leave except sick leave.

## **Article 11**

### **PBA Business**

- 11.1: The PBA agrees that there shall be no solicitation of City employees for membership in the PBA, signing up of members, collection of initiation fees, dues or assessments, meetings, distribution of PBA or affiliated PBA literature or any other solicitation activity of the PBA during the working hours of City employees; provided, however, that this Section shall not be construed to prohibit communication of official PBA business to members prior to the beginning of the work shift and after the regularly scheduled work shift and during the employee's meal period provided said communications do not occur at or on City property, except as provided for in Article 12, Use of City Facilities.
- 11.2: The City will provide space for two bulletin boards, solely for the purpose of posting the following notices and announcements:
- a) Notices of PBA meetings;
  - b) Notices of PBA elections;
  - c) Notices of PBA appointments to office;
  - d) Notices of PBA recreational and social affairs;
  - e) PBA newsletter.

Approval of the above enumerated notices shall be granted by the City Manager, or his/her duly authorized representative, unless the material violates the provisions of this Agreement, is harmful to employee labor relations, or is disparaging to the City, residents, elected or appointed officials or other employees.

Any intentional violation of this provision by the PBA shall result in the privilege of such use of the bulletin board being withdrawn.

## **Article 12**

### **Use of City Facilities**

The PBA will be permitted to use a meeting room provided and chosen by the City , for PBA meetings scheduled after 5:00 PM, at no cost, as available, providing said arrangements have been made in advance with the appropriate department. Except as provided for in Article 10, no employee covered by this Agreement will be permitted, during scheduled work hours, including meal breaks, to attend PBA meetings.

## Article 13

### Employee Benefits

This Article contains all employee benefits granted to employees covered by this Agreement. There exists no other benefits by Civil Service Rules or otherwise, other than specifically set forth in this agreement.

13.1: Longevity. The City agrees to pay annual longevity amounts to employees who have completed continuous, uninterrupted service as additional compensation as follows:

- A. All employees hired prior to 9/25/80 (Section A is effective October 1, 2008, and shall be eliminated and replaced by Section C below on October 1, 2009):
  - 1. Six percent (6%) of annual salary – payable in a lump sum bonus December 2008 only.
  - 2. Five percent (5%) of annual salary – payable in a lump bonus on anniversary for fiscal year 2009 only.
  
- B. All employees hired on or after 9/25/80 (Section B is effective October 1, 2008, and shall be eliminated and replaced by Section C below on October 1, 2009):
  - 1. After completion of five (5) years City service as of November 30, 2008, two hundred fifty dollars (\$250.00) – payable in December 2008 only.
  - 2. After completion of six (6) years City service as of November 30, 2008, four hundred dollars (\$400.00) – payable in December 2008 only.
  - 3. After completion of nine (9) years City service as of November 30, 2008, five hundred fifty dollars (\$550.00) – payable in December 2008 only.
  - 4. After completion of twelve (12) years City service as of November 30, 2008, seven hundred dollars (\$700.00) – payable in December 2008 only.
  - 5. Employees completing at least 15 years service as a City of Coconut Creek Police Officer/Trainee/Corporal/Sergeant during the fiscal year commencing on October 1, 2008 shall no longer be eligible for the longevity plan described in this section.
  
- C. Effective October 1, 2008, employees hired on or after 9/25/80 shall be eligible for the following longevity plan, in addition to Section B above. Effective October 1, 2009, for employees hired before, on, or after 9/25/80, the following shall be the only effective longevity plan:
  - 1. Upon completion of ten (10) years of City of Coconut Creek Police Officer/Trainee/Corporal/Sergeant service – Base salary increase to maximum of salary range on 10<sup>th</sup> performance evaluation anniversary. If increase is less than five percent (5%) of annual salary, an additional lump sum bonus for the difference shall be paid.
  - 2. Upon completion of eleven (11) years of City of Coconut Creek Police Officer/Trainee/Corporal/Sergeant service – five percent (5%) of annual salary lump sum bonus on each anniversary.
  - 3. Upon completion of fifteen (15) years of City of Coconut Creek Police

Officer/Trainee/Corporal/Sergeant service – six and a half percent (6.5%) of annual salary lump sum bonus on each anniversary.

4. ***For employees hired as a Police Officer/Trainee/Corporal/Sergeant prior to January 1, 2002 only.*** Upon completion of twenty (20) years of City of Coconut Creek Police Officer/Trainee/Corporal/Sergeant service – 10% of annual salary lump sum bonus on each anniversary.

- D. Longevity shall not be calculated with the employee wage, but will be maintained as a separate benefit.

13.2: Retirement Plan. All employees covered by the Agreement shall be a participant in the Retirement Plan as identified by the City Commission.

- A. All new employees hired in and those employed by the City before January 1, 2002 and chose to do so, shall be members of the State of Florida Retirement System (FRS). The City's contribution shall be prescribed by the FRS. There shall be no individual employee contribution to the FRS. Those employees employed by the City prior to January 1, 2002 and who elected to maintain participation in the ICMA 401 Money Purchase Account shall receive the same City contribution as those employees electing to participate in the FRS. Employees participating in the ICMA 401 Money Purchase Account shall have the opportunity once per year, before August 15<sup>th</sup> of that year, to vote to choose the employee contribution amount to be effective October 1<sup>st</sup> of that year.
- B. Upon twenty (20) years of City service and/or normal or disability retirement, as defined by the Florida Retirement System (FRS), employees shall be issued a City ID Card, service weapon and a retirement badge.

13.3: Insurance Program.

- A. The City shall make a comprehensive insurance program available to employees covered by this agreement. This insurance shall include but not be limited to:
  1. Health and accident insurance including major medical
  2. Life insurance
  3. Accidental Death & Dismemberment
  4. Short-term and Long-term Disability Insurance

The City shall provide minimum life insurance, accidental death and dismemberment insurance, short-term and long-term disability insurance. During open enrollment, all employees who decline the City's group medical insurance shall show proof of such coverage through another policy.

- B. The City Commission shall determine the City's contribution toward the cost of such insurance program. City Contributions shall be made on a pro rata basis each pay period.

Effective October 1, 2007, the City shall contribute to the cost of medical insurance premiums only, as follows: Up to a maximum of \$5,500 for Employee Only coverage; Up to \$7,000 for Employee+Spouse or Employee+Child(ren) coverage; and Up to \$8,000 for Employee+Family coverage. Employees who opt out of the City's group medical insurance plan shall receive \$4,500 per year, payable on a pro rata basis through payroll each pay period.

During the term of this Agreement, the City shall pay 100% for Employee Only coverage on the HMO (or equivalent plan) or any plan costing less than said plan.

- C. If the cost of the health insurance program selected by the employee exceeds the City's contribution, the employee shall pay the balance on a pro rata basis each pay period through payroll deduction or through the conversion of accrued sick leave, pursuant to Section D below.
- D. Employees whose premiums for medical insurance under the City's group health insurance plan exceed the City's contribution may elect to convert accrued sick leave to offset their insurance premiums, with the following provisions: 1) The converted hours shall not exceed 80 hours; 2) the converted value shall not exceed the employee's out of pocket expense for medical insurance only; 3) the employee shall retain 120 hours of sick leave after the conversion; 4) the conversion shall be based on the employee's pay rate as of September 30<sup>th</sup>, plus any funded October 1<sup>st</sup> cost of living adjustment; and 5) the employee shall have at least three (3) years of continuous City service as of October 1<sup>st</sup> of the election year. Elections shall be made on an annual basis, during open enrollment, and are irrevocable except following a qualifying event, as defined Per IRS Section 125. The rate of conversion is as follows:
  - 1. Employees with at least three (3) years of City service – 50% of each hour converted
  - 2. Employees with at least fifteen (15) years of City service – 75% of each hour converted
  - 3. Employees with at least twenty (20) years of City service – 100% of each hour converted
- E. If the employee selects voluntary insurance benefits or insurance supplements, including but not limited to dental insurance, additional/dependent life insurance, long-term care, or other insurance supplements, the employee shall pay the full premium through payroll deduction on a pro rata basis each pay period.
- F. Change of Carrier. The City reserves the right to change the insurance carrier or the method of funding said insurance.

- G. **Retirement Medical Program** - Retirement is 55 years of age with 10 years of credited service or any age with 20 years of credited service, for the purposes of being eligible for the Retirement Medical Program, which provides for an election to continue medical insurance on the City's group insurance plan. Any employee electing retirement and is eligible for normal and elective commencement of benefits shall be entitled to the benefits, in effect on the date of making such an election.

Effective October 1, 2008, this election will provide retirees hired as a City of Coconut Creek Police Officer/Trainee/Corporal prior to January 1, 2002, and who meet the above definition of retirement, as a benefit, a \$250.00 monthly stipend toward the then prevailing insurance premium. Any charges above the prevailing premium rates, either due to rate changes or family status, shall be the obligation of the retiree payable to the City of Coconut Creek to be paid quarterly in advance of the premium due date. The retiree shall be eligible to receive the monthly stipend until reaching the prevailing Medicare eligibility age.

The monthly stipend is available only for retirees continuing coverage on the City's medical insurance plan, except that the City will provide the stipend directly to retirees who move outside the network area if the City does not have a plan that provides out-of-network benefits. Such retirees must provide proof of health insurance at the City's request in order to receive the monthly stipend, and the stipend may not exceed the actual cost of the retiree's insurance.

Individuals retiring during the term of this Agreement shall receive no more than \$250 per month after the expiration of this Agreement.

Effective October 1, 2009, employees hired as a City of Coconut Creek Police Officer/Trainee/Corporal on or after January 1, 2002, shall receive a City contribution in the amount of two-percent (2%) of annual salary (including overtime) to a Retirement Health Savings plan. Fifty percent (50%) of the account balance shall be vested upon the employee's completion of two years of City service, with full vesting reached upon meeting the retirement eligibility defined in this Section. Emergency medical withdrawal of vested funds will be permitted, pursuant to IRS guidelines.

#### 13.4: Voluntary Educational Reimbursement Program.

- A. Purpose. To provide educational assistance to regular employees covered by this agreement, participating in accredited training or educational programs designed to strengthen their abilities which in turn directly benefits the City.
- B. Authority. The City Commission shall determine, through the annual budget process, the amount of funds available to the Police Department for the Voluntary Educational Reimbursement Program. Requests for reimbursement are subject to the availability of funds for such program. Final approval of such requests and the determination as to whether the program benefits the City shall be vested in the City Manager or designee.

- C. Bargaining Unit Members shall be entitled to a 100% refund of tuition upon successful completion of each approved course with a grade of P or S or A; 75% refund for successful completion of each approved course with a grade of B, and fifty percent (50%) refund for successful completion of each approved course with a grade of C. No payment shall be made for any other grade. The refund shall be available for up to a maximum of eighteen (18) semester credit hours in any one fiscal year period, with the actual number being determined annually based on available funding and employees' intention to use the benefit as expressed in an annual survey.
- D. The maximum amount payable per employee per year for such refund shall be based upon the established credit hour rate of tuition as charged by the State of Florida university or college where the employee is enrolled at the time the course is undertaken. If the employee attends a private college or university, the credit hour rate shall be based upon that of either Broward Community College or Florida Atlantic University, whichever is applicable.
- E. Procedure:

Employees shall respond to an annual survey to indicate whether they intend to request tuition reimbursement the following fiscal year.

Employee requesting education assistance shall complete and submit an EDUCATIONAL ASSISTANCE FORM to the Human Resources Director. Employee shall pay the tuition at time of enrollment. Books, materials, supplies and activity fees shall be the employee's responsibility. Training and or study time will be undertaken during off-duty time.

Upon successful completion of approved course with a passing grade as described above, employee shall furnish the Director of Human Resources with payment receipt and official grade report within fifteen (15) days of the close of the semester.

Any employee who does not follow the proper process for requests shall have the request deferred to the end of the fiscal year and shall be reimbursed only if budgetary funds are still available.

- F. If an employee resigns his/her employment with the City within two (2) years from the date of completion of any course for which employee has received City tuition reimbursement then the amount of said reimbursement shall be repaid to the City by the employee by deduction from the employee's final paycheck.

In the event that employee's final paycheck is lesser than the amount reimbursed and employee fails to reimburse the City within 30 days, and the services of an attorney are required to collect such refund, such attorney's fees and court costs

shall be added to the reimbursement owed to the City.

13.5: Career Development

Employees may attend one (1) career development course per year at the employee's own expense and may be permitted to use accumulated compensatory time, vacation time or personal leave as approved by the Chief of Police and the City Manager.

13.6: Educational Incentive

Employees obtaining a college degree higher than that required by their current job description, who have not obtained same before September 30, 2004 or their hire date, shall be entitled to a one-time lump-sum bonus upon proof of graduation from the college program, as follows:

Associate's Degree	3% of annual salary
Bachelor's Degree	4% of annual salary
Master's Degree	5% of annual salary
Juris Doctorate or Doctorate	7% of annual salary

This bonus shall only be made for academic degrees obtained from accredited colleges or universities. The degree must be career-related, as approved by the Chief of Police and City Manager.

If an employee who has received the educational incentive subsequently receives a qualifying higher level degree, the employee shall be eligible to receive the bonus for the higher level degree, less the amount that was previously paid for the original incentive.

If the employee separates from service within two (2) years of receipt of this bonus, the employee shall reimburse the City by deduction from the employee's final paycheck. In the event that employee's final paycheck is lesser than the amount reimbursed and employee fails to reimburse the City within 30 days, and the services of an attorney are required to collect such refund, such attorney's fees and court costs shall be added to the reimbursement owed to the City.

13.8: Fitness Program

The City agrees to make the use of the City's Fitness Center free of charge for employees. During the first year of this Agreement, a voluntary fitness program shall be developed by a team consisting of a member of City staff and a member from each PBA bargaining unit.

## Article 14

### Leave Benefits

This article contains all employee leave benefits granted to employees covered by this agreement. There exists no other leave benefits by Civil Service Code or otherwise, other than specifically set forth in this agreement.

#### 14.1: Sick Leave

##### A. Earned

Each employee covered under this agreement shall accrue .0460 hours of sick leave allowance for each hour of regular paid service. Sick leave is earned from the date of employment.

B. Sick leave shall not be granted in advance of actually being accrued.

##### C. Accumulation

1. Sick leave may be accumulated to a maximum of 520 hours as of the last day of the pay period including November 1<sup>st</sup> of any year. When an employee accumulates 520 hours he/she may convert all sick leave over 520 hours at the following rate:
  - a. Less than fifteen (15) years of service by November first of any year = .50 hrs. of pay for each hour of Sick Leave at the employee's current rate of pay.
  - b. Fifteen (15) or more years of service by November first of any year = .75 hrs. of pay for each hour of Sick Leave at the employee's current rate of pay.
  - c. Twenty (20) or more years of service by November first of any year = 100% of pay for each hour of Sick Leave at the employee's current rate of pay.

Payment of this conversion shall be on the first bi-weekly pay period in December.

2. In lieu of receiving payment for accumulation over 520 hours as described in 1. above, employee may elect to have any accumulation over 520 hours placed in their sick leave bank, up to a maximum of two-hundred (200) additional hours, to be utilized only under extraordinary circumstances as described in Section 10, subsection B, of this Article. No payment for any portion of the additional 200 hours shall be made upon separation of employment.

##### D. Sick Leave Incentive

Any employee covered under this Agreement who does not utilize their sick leave

benefit for a period of six (6) consecutive months shall be awarded twelve (12) additional hours of vacation leave, not to exceed twenty-four (24) hours in any twelve (12) month period. No part of any consecutive six (6) month period for which the employee has earned additional vacation leave, may be used to satisfy any future award of additional vacation leave. In order to receive Sick Leave Incentive, employees must complete a Sick Leave Incentive form and submit it within six (6) months of being eligible for Sick Leave Incentive.

#### E. Separation:

Upon permanent separation from the City, an employee or the employee's designated beneficiary will be paid for accumulated sick leave at the employee's rate of pay upon separation as follows:

1. Death– One hundred percent (100%)
2. Retirement or resignation after completion of twenty (20) years of service – One hundred percent (100%)
3. Retirement or resignation after completion of fifteen (15) years of service, but less than twenty (20) years of completed service – Seventy-five percent (75%)
4. Retirement or resignation after completion of three (3) years of service, but less than fifteen (15) years of service – Fifty percent (50%).
5. Retirement or resignation with less than three (3) years of service - no payment accrued sick leave.
6. Termination by City or Separation Not in Good Standing - no payment of accrued sick leave regardless of years of service.

#### F. Usage

1. Sick leave shall not be considered as a right which an employee may use at his discretion. It shall be considered as a privilege which shall be allowed only in the case of personal sickness or disability, including pregnancy of the employee, or in the case of sickness in the immediate family. No more than forty (40) hours in any calendar year may be taken as sick leave due to illness within the immediate family. This limitation does not apply to an employee who meets the definition of extraordinary circumstances as defined in Section 10 subsection B. hereof, nor does this limitation apply to an employee granted Family Medical Leave under the rules and regulations as enumerated in the Family Medical Leave Act (FMLA) as detailed in Article 31 of this agreement, as well as the City's

FMLA Administrative Order.

2. In order to be granted sick leave with pay, an employee must meet the following conditions:
  - a. In the event that an employee is aware in advance that sick leave benefits will be needed or due, it shall be the duty of the employee to notify their immediate supervisor as far in advance as possible by submitting a Leave Request form indicating the anticipated time and duration of such sick leave, the reason for requesting such sick leave and medical certification that the employee will be unable to perform his/her normal work function. Employees will be required to begin using sick leave on the date after which their doctor certifies that they are medically unable to perform their normal duties. An employee on sick leave is required to notify their immediate supervisor, at the earliest possible time of the anticipated date on which the employee will be able to resume his/her normal duties. Any employee obtaining sick leave benefits by fraud, deceit, or falsified statement shall be subject to disciplinary action, including but not limited to suspension or dismissal. Employees on sick leave are required to remain at their residence if not confined to a hospital, at the doctor's office or obtaining a medical prescription from his/her local pharmacist, unless otherwise approved.
  - b. Permit such medical examination, nursing visit or inquiry which the Department deems desirable.
  - c. File a written request for such sick leave on the form and in the manner prescribed immediately upon return to work.
  - d. Employees who are absent for three (3) consecutive workdays, may be required, at the discretion of the Chief of Police to submit a medical certificate, signed by a physician, that the employee has been incapacitated for work for the period of absence and that he/she is again physically able to perform his/her duties, or may be required to obtain a physical examination at the City's expense, certifying the employee's illness. Such medical certificate must be submitted directly to the Human Resources Department.
  - e. If an employee is absent for four (4) consecutive work days, and has not notified their immediate supervisor himself/herself, or in the case of an emergency situation in which the employee is physically unable to call in, if a family member or friend has not advised the City of the reason for the employee's absence, then the employee shall be considered to have abandoned his/her position,

and separation benefits shall be calculated as separation from employment by termination by the City. An employee may be reinstated to his/her position if the position is still vacant, by a showing of good cause to the Chief of Police, subject to the review of the City Manager, of why notification was not possible within four (4) days.

- g. Frequent claiming of benefits under this section will constitute grounds for the assumption by the Chief of Police that the physical condition of the employee is below the necessary standard for efficient performance of his/her duties. Evidence of abuse of the benefit, in any manner, shall constitute immediate grounds for dismissal or disciplinary action as recommended by the Chief of Police with the approval of the City Manager.
- h. The Chief of Police is authorized to make any investigation of benefits claimed under this section which he/she deems necessary and to disapprove any claims not properly substantiated.

- G. Employees with more than 120 hours of accrued sick leave and at least three (3) years of City service may be eligible to convert sick leave annually to offset the employee's medical insurance deduction, pursuant to Article 13, Section 3.C.

#### 14.2: Bereavement Leave

Employees covered by this Agreement may request Bereavement Leave by filing of appropriate Leave Request/Authorization Form with the Chief of Police. Bereavement Leave may be granted for a period not to exceed four (4) working days per occurrence, in the event of a death in his/her immediate family.

- A. The immediate family shall be defined as the employee's spouse, child, step-child, grandchild, sibling, step sibling, sibling-in-law, parent, step parent or parent-in-law, grandparents and grandparents-in-law.
- B. Bereavement leave shall not be charged to sick leave or to compensatory time. Any absence in excess of the four (4) days shall be charged to vacation leave or compensatory time if accrued, or to leave without pay if no vacation leave is available.
- C. The Chief of Police may require proof of a death in the immediate family before compensation is approved and paid.

#### 14.3: Military Leave

An employee who presents official orders requiring his/her attendance for a period of training or other active duty as a member of the United States Armed Forces or the State

of Florida National Guard shall be entitled to military leave with no loss of pay for a period not to exceed seventeen (17) calendar days annually. Authorized leave of absence for additional or longer periods of time for assignment to duty functions shall be without pay and shall be granted by the City. An employee receiving seventeen (17) calendar days training period pay shall receive regular pay and the amount received from the Federal or State government.

The provisions of Section 8 of Chapter 720 Acts of Congress of the United States, approved September 16, 1940 (Title 50 App. Section 308, U.S.C.A.), shall be applicable insofar as it relates to the reemployment of public employees granted a leave of absence on active military duty under this law.

14.4: Vacation Leave

- A. Each employee covered under this agreement shall accrue annual vacation leave, in accordance with the following schedule:

Less than 5 years

.0385 hours vacation accrual per each regular hour worked.

Completion of 5 years service

.0577 hours vacation accrual per each regular hour worked.

Completion of 10 years service

.0770 hours vacation accrual per each regular hour worked.

Completion of 15 years service

.0962 hours vacation accrual per each regular hour worked.

Completion of 20 years of service

.1154 hours vacation accrual per each regular hour worked.

- B. Vacation leave may be accumulated up to a maximum of 240 hours for employees with less than fifteen (15) years completed service, and to a maximum of 320 hours for employees with fifteen (15) or more years of service as of the last day of the pay period including October 1st of any fiscal year. The City Manager may, at the request of the Chief of Police and demonstration of extenuating circumstances, grant an extension for accumulation and usage, at his/her sole discretion. Once the maximum accumulation has been reached as of the last day of the pay period including October 1st, no further accumulation shall occur until the vacation leave balance is less than the maximum accumulation permitted.
- C. Vacation leave shall be accrued from date of employment, but may not be granted in advance of being actually earned.
- D. Vacation leave may be used to supplement sick leave due to sickness or injury only after sick leave has been fully exhausted.
- E. An employee, or his designated beneficiary, in case of death, shall receive full payment for all earned vacation leave upon separation of service at the rate of his

final bi-weekly or hourly wage or salary. Vacation leave is earned each hour of service, not on an annual basis.

- F. Holidays which occur during a selected period for vacation leave shall not be charged against such vacation leave.
- G. The period selected by an employee for his vacation leave must have prior approval of the Chief of Police.
- H. Employees may bid for vacation scheduling on the basis of classification seniority provided that only two (2) persons inclusive of Sergeants and Corporals, from one (1) team shall be scheduled on vacation leave at any time. Bidding shall be for a one (1) month period as determined by the Chief of Police. Failure to bid for vacation scheduling within the one (1) month period as determined by the Chief of Police, shall waive the employee's preference for scheduling of vacation. Should there be a tie for vacation scheduling on dates and seniority of any employees, the Chief of Police or his/her designee may determine who to select.

Within sixty (60) days following ratification of this Agreement, PBA employee representatives shall meet with the Chief of Police to discuss the vacation selection process.

- I. An employee cannot be paid in lieu of taking his/her vacation, except upon separation.
- J. The Chief of Police or his/her designee shall arrange vacation schedules and reallocate remaining duties on such a basis as to cause minimum interference with the normal functions and operations of the department.
- K. Vacation pay shall be at the employee's regular rate of pay.
- L. Upon separation, an employee will be paid for accumulated vacation leave as follows:
  - 1. Upon death or retirement, the employee or his/her designated beneficiary shall receive full payment for all accumulated vacation leave.
  - 2. Probationary employees - no payment.
  - 3. Regular employees - full payment of accumulated vacation leave.

#### 14.5: Holiday Leave

- A. The following holidays shall be granted to employees covered by this Agreement:

New Year's Day  
Martin Luther King Jr.'s Birthday  
Presidents' Day

Memorial Day  
Independence Day  
Labor Day  
Veterans' Day  
Thanksgiving Day  
Day After Thanksgiving  
Christmas Day  
One-half Day Christmas Eve and one-half day New Year's Eve

- B. Holidays occurring on a Saturday shall be observed on the previous Friday. Holidays occurring on a Sunday shall be observed the following Monday except that Thanksgiving, the Friday after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day shall be celebrated on the day that the holiday actually occurs. Holidays must be taken as they occur and may not be accumulated.
- C. Holiday pay shall not exceed eight and four-tenths (8.4) hours additional pay for employees who work a forty-two (42) hour average workweek. Payment will be made regardless of whether the employee is scheduled to work, or not. Employees performing work on holidays shall be paid their straight hourly rate for all hours worked on the holiday, in addition to the holiday pay. Holiday pay shall not be counted as hours worked for overtime purposes. Provided however, those employees who actually work either Thanksgiving Day or Christmas Day shall receive twelve (12) additional hours on either of those two (2) holidays in lieu of the eight point four (8.4) additional hours as provided above and Christmas Eve and New Year's Eve shall be compensated at 4.2 hours each.

14.6: Leave of Absence Without Pay

An Employee covered by this Agreement may be granted leave of absence without pay for sickness, disability, or other good and sufficient reasons which are considered to be in the best interests of the City.

- A. The Chief of Police may authorize up to thirty (30) days leave without pay to an employee of the Police Department.
- B. The City Manager may authorize additional leave without pay for up to one (1) year.
- C. Seniority and service time for longevity pay and vacation benefits shall not be lost while an employee is on leave without pay.
- D. Employees on leave without pay will not accumulate sick leave, or vacation leave during their leave without pay nor be eligible for holiday pay.

- E. Employees on leave may not work for another employer during their leave unless such employment is part of the purpose of the leave. For example, internships as part of an educational program. The determination of appropriate employment while on leave without pay shall rest solely with the City Manager.
  
- F. In the case of a request for an unpaid leave of absence due to a prolonged illness or disability due to injury, the employee must file for FMLA leave as well, and such request must be accompanied by a physician's certificate identifying the illness or injury, explaining why the leave is needed, estimating how long the illness or disability due to injury will continue, and substantiating the need for continuing the leave as required by the Director of Human Resources. If the City so desires, the employee on leave shall be examined by a physician selected by the City.

An employee on an unpaid leave of absence shall, if he/she so desires, be permitted to make his/her own and the City's regular contributions to the insurance program.

#### 14.7: Occupational Disability Leave

- A. Definition - authorized absence from work due to injury or sickness incurred while on duty and directly related to work performed, excluding negligence on the part of the employee.
  
- B. Negligence - shall be defined as any action which is taken that is not necessary in the actual performance of duty. Sick leave accumulation shall be used in cases of negligence.
  
- C. Workers' Compensation Benefit:

An employee who is on authorized occupational disability leave shall be eligible to receive Workers' Compensation benefits as follows:

1. Day one (1) through day fourteen (14) - salary to be coordinated with Workers' Compensation benefits. Employees will receive a combination of Workers' Compensation benefits and City salary supplement equal to the employee's net take-home pay in effect at the time of the injury. In no event shall the total of Workers' Compensation benefits and the salary supplement received from the City equal more than the employees net take-home pay in effect at the time of injury. The Human Resources Director may extend this period of full compensation if the worker's compensation insurance provider has been unsuccessful in scheduling the employee's first appointment during this period.
  
2. Day fifteen (15) (unless delayed pursuant to Section 1 above) to the end of Workers' Compensation Benefits - employee will receive a combination of

Workers' Compensation benefits and a City salary supplement equal to seventy-five percent (75%) of the employee's net take-home pay. In no event shall the total of Workers' Compensation benefits and the salary supplement received from the City under this paragraph equal more than seventy-five percent (75%) of the employee's net take-home pay in effect at the time of the injury. Employees may utilize sick leave, vacation leave or any other leave time they have accumulated to supplement their pay under this section up to a maximum of one hundred (100%) of the employee's net take home pay in effect at the time of sickness/injury.

3. Any member injured while taking “Active On-Duty Action” as defined in Section 19.4 below, shall be entitled to and receive, for a period of up to ninety (90) days following the date of injury, the member’s full pay and benefits. Following the above noted ninety (90) day period, the injured member will receive seventy-five percent (75%) of the employee’s net take home pay prior to injury, which shall continue until Worker’s Compensation Benefits terminate. During this period of time, members will not experience a reduction in benefit levels, that are presently enjoyed by active employees, nor shall the salary supplement and Worker’s Compensation benefit exceed a hundred percent (100%) and/or seventy-five percent (75%) of the employees net take home pay prior to injury. If an employee is able to return to light duty in the opinion of a majority of three (3) health care providers and refuses to return to light duty, the additional thirty (30) day benefit extension shall cease.
4. “Active On-Duty Action” shall be defined and limited to those situations in which an employee is actively taking police actions. Such actions include:
  - a. Directing Traffic
  - b. Making an arrest
  - c. Chasing a suspect on foot or while operating a vehicle.
  - d. Struggling or fighting with a suspect.
  - e. Responding to an emergency where the arrival time is critical to resolution of the incident.
  - f. Actively fighting a fire or emergency rescue operations.
  - g. Required and scheduled City-supervised training activities

“Active On-Duty Action” shall not include injuries incurred as a result of:

- a. Slipping and falling.
- b. Responding to a non-emergency call.
- c. Responding to a call when the arrival time is not critical to resolution of the incident.

The above lists are not all encompassing. Each incident shall be reviewed

on a case by case basis.

5. Employees may utilize sick leave, vacation leave, or any other leave time they have accumulated to supplement their pay under this Article up to a maximum of one hundred percent (100%) of the employee's gross pay.
6. Any and all Workers' Compensation payments for loss of wages shall be endorsed to the City. The City will issue a check after the applicable deductions have been taken.
7. The employee shall be required to cooperate in the treatment as prescribed by the City's designated Worker's compensation physician(s) in order to obtain maximum medical improvement or recovery.

14.8: Compensatory Leave

- A. Employees may accrue up to a maximum of 480 hours compensatory leave.
- B. Employees must request use of compensatory leave by completion of the appropriate leave request form. Compensatory leave approval shall be at the discretion of the Chief of Police and with the approval of the City Manager so long as it complies with applicable federal law.
- C. Pursuant to the Fair Labor Standards Act, upon separation from the City for any reason, the employee shall be paid all compensatory time accrued at the employee's final rate of pay or the average rate of pay for the last three years, whichever is higher.

14.9: Personal Leave

- A. Purpose - to provide leave for personal business.
- B. Definition - authorized leave for personal reasons, religious observances, weddings, transaction of personal business.
- C. Authority - Personal leave shall be granted only upon approval and at the discretion of the Chief of Police.
- D. Accrual
  1. All regular and new employees hired before April 1st of any calendar year shall be granted twenty-four (24) hours Personal Leave for that calendar year.
  2. New employees hired on or after April 1st of any calendar year shall be granted eighteen (18) hours Personal leave for that calendar year.

3. New employees hired on or after July 1st of any calendar year, shall be granted twelve (12) hours Personal leave for that calendar year.
  4. New employees hired on or after October 1st of any calendar year, shall be granted six (6) hours Personal leave for that calendar year.
- E. No payment will be made upon separation from City service for any unused Personal Leave.
- F. No carry over of Personal Leave from year to year will be permitted.

14.10: Donation of Accrued Sick/Vacation Leave

- A. Bargaining unit employees may donate accrued sick/vacation leave to a designated employee whenever extraordinary circumstances require the designated employee to be absent from work for a lengthy period of time and when the employee has exhausted all accrued types of leave due and owing him. In no case shall a bargaining unit employee be permitted to donate sick leave if his/her accrued sick leave balance would be less than ninety-six (96) hours after donation. Bargaining unit employees who have given notice of their resignation from employment with the city may not donate sick and/or vacation leave.
- B. Extraordinary circumstances shall be defined as a life threatening or an incapacitating illness or injury to the employee or employee's immediate family member as defined in this contract.
- C. The Chief of Police must submit a request, in writing, for permission to solicit donations of accrued leave from bargaining unit employees to the Director of Human Resources and shall specify the employee's name, reason(s) for requesting such donations of accrued leave and estimated duration of absence, if known. The request shall be accompanied by certification from a medical doctor verifying such illness or injury. Such request shall require the review of the Director of Human Resources who shall review said request within five (5) calendar days. Said review shall verify the medical doctor's certification and shall ascertain that the requirements of Section B above have been met. Approval of said request shall not be unreasonably withheld. If such request is denied, the employee has the right of appeal through the Grievance procedure as outlined in Article 5 of this agreement, commencing with Step 3.
- D. Upon approval of such request the Director of Human Resources shall make available a supply of Donation of Sick/Vacation Leave forms to employees willing to donate accrued leave time. The donation shall be made as a free and voluntary act and no duress or coercion shall be placed upon an employee to make such donation of his/her accrued leave. Employees who are utilizing

donated leave to cover their absences may not donate leave until such time as they have returned to work full-time, and any excess donations made to them have been returned to those who donated leave as outlined in “E” below.

- E. Donations of leave shall be made during a fourteen (14) day period, beginning with the first day after formal approval by the Director of Human Resources and ending fourteen (14) calendar days later. Forms will be date stamped and all time donated shall be in full hour increments and shall be credited to the employee on an hour for hour basis. When such donated leave is used and falls below 100 hours, the Director of Human Resources shall be notified by the Chief of Police or his/her designee, that additional donations of accrued leave shall be necessary and a further fourteen (14) day period for donations to be made in order to keep the employee in a paid status. No more than three (3) donation periods shall be established per extraordinary circumstance or other FMLA qualifying event. An employee shall return to work for a minimum of forty-two (42) consecutive paid work hours prior to an additional three (3) donation periods being authorized for a different qualifying event. A monthly update of the condition of the employee/immediate family member, using a Fitness for Duty Form, shall be completed by the attending medical care provider and submitted to the Human Resources Director. Said update shall be considered a medical document and as such, is exempt from disclosure as a public record pursuant to Florida law.
- F. In the event of excess donations received but not used due to early recovery, resignation, retirement or death, all donations received but not utilized shall be returned to the donating employee(s) based on the proportion of hours that employee donated in relation to the total hours donated by all employees (e.g. an employee who donates 50 hours of 450 hours total donated shall be credited with 50/450ths of the hours not utilized). Such returned leave shall be reflected in the appropriate leave balance as soon as possible.
- G. Time donated for this purpose shall not be considered as time used during the donor's performance rating period, nor shall it affect a donor's right to attain sick leave incentive as set forth in this Agreement.
- H. The employee or PBA representative shall immediately notify the Director of Human Resources , in writing, of the employee's return to work or of any major change in the employee's/immediate family member's physical condition.

#### 14.11: Shift Exchange

- A. If vacation, personal or compensatory leave requests are denied, an employee may elect to request a shift exchange as provided for herein.
- B. Shift exchange requests shall be made in writing and endorsed by both members of the unit.

- C. Shift exchange requests shall contain both exchange dates, which shall not exceed 2 pay periods (28 days).
- D. All shift exchange requests shall be submitted in advance through the chain of command to the Chief of Police for approval/disapproval as deemed appropriate in his sole discretion.

14.12: Non-Occupational Disability Leave

- A. Definition - authorized absence from work due to injury/sickness not incurred while on duty, and which meets Short Term Disability (STD) requirements.
- B. **Short-term Disability (STD) Insurance** - The City shall provide employees with STD in an amount equivalent to 70% of their gross weekly salary up to a maximum benefit of \$1,250 per week. This benefit shall be provided at no cost to the employee.
- C. **Coordination of benefits with Sick, Vacation or Other Authorized Leave** - Any employee who is on non-occupational disability leave, as defined above, shall receive an amount equivalent to 70% of their gross weekly salary up to a maximum benefit of \$1,250 per week in STD insurance payments. Employees may use sick, vacation or other authorized, leave to receive up to the maximum of one hundred percent (100%) of their net take home pay at the time of injury/sickness. In no event shall an employee be permitted to receive more than one hundred percent (100%) of their net take home pay in effect at the time of the injury/sickness. The net take home pay amount shall be calculated based upon the employee's average total quarterly compensation for the twelve weeks immediately preceding the leave, the compensation to include Special Details.

## Article 15

### Uniforms/Equipment

- 15.1: All new employees shall receive from the City, at no cost to the employee, a new uniform upon his/her appointment.
- 15.2: The City will provide the following uniform items and equipment:
- Five (5) shirts
  - Five (5) pairs of trousers
  - One (1) baseball hat
  - One (1) winter jacket
  - One (1) reflectorized rainsuit
  - One (1) shirt badge
  - One (1) dress belt
  - One (1) baton and ring
  - One (1) riot helmet and face shield
  - One (1) assault belt with accessories
  - One (1) authorized firearm
  - Two (2) pairs of footwear as designated by the City
  - One (1) traffic vest
- 15.3: The City will provide leather goods and accessories, to include handcuffs and case, magazine case, holsters, and cartridges for his/her weapon as determined to be necessary by the Chief of Police.
- 15.4: Those Police Officers having plain clothes assignments shall receive Seven hundred fifty dollars (\$750.00) per year, paid on a semi-annual basis, to purchase civilian clothing within the guidelines established by the Chief of Police. Employees who are not otherwise eligible for the plain clothes stipend shall not be eligible for the plain clothes assignment stipend while on light duty.
- 15.5: Employees shall, at all times, maintain their uniforms and equipment in a clean and serviceable condition.
- 15.6: Damage to the employee's equipment, not including motor vehicles, or uniform as a result of the employee's own negligence shall be personally replaced by the officer.
- 15.7: Any employee who shall receive any damage to his/her personal equipment in the line of duty, shall have it replaced at no cost to the employee up to the limits described herein. Documentation of the damage shall be subject to incident investigation and shall be a prerequisite to payment of the cost involved by the City. It is agreed and understood that the term personal equipment as used in this paragraph shall be limited to prescription eyeglasses, prescription sunglasses, or contact lenses, dental appliances, flashlight, watches, and any other item at the discretion of the Chief of Police and the Human Resources Director. Prescription eyeglasses and prescription sunglasses shall be limited

to four hundred dollars (\$400.00) per item. All other items shall be limited to two hundred fifty (\$250.00) dollars per item.

- 15.8: All Police Officers are required to have a bullet-proof vest (Safety Device) for personal safety protection. The City shall provide Police Officers with Department approved bullet-proof vests as standard issue, and the employee shall be required to wear the bullet-proof vest at all times while on duty unless excused by guidelines established by the Chief of Police. Those employees who have never been issued or reimbursed for a vest by the City, shall be furnished with a Police Department-approved bullet-proof vest and all Police Officers shall be required to wear said vest at all times while on duty, unless performing administrative duties within the confines of a City facility or as otherwise excused by guidelines established by the Chief of Police. Police Officers who have had their vest for more than three (3) years may request a replacement and may have it replaced if the vest is no longer in serviceable condition as determined by the Chief of Police or his/her designee. In cases where the employee's vest has been damaged or destroyed while acting in the line of duty and upon the review and approval of the Chief of Police, the vest will be replaced by the City. All Officers that do not currently have a department issued vest are required to request a bullet-proof vest within thirty (30) days of the effective date of this agreement. Vests shall be worn at all times while on duty, unless excused by previously stated guidelines. Employees shall be required to sign a notice acknowledging Florida Statutes, Chapter 440.09(5).

## Article 16

### Seniority

- 16.1: Seniority shall consist of continuous accumulated paid service with the City since an employee's last date of hire. Seniority shall be computed from the most recent hire date. Seniority shall be by classification. Regular full-time employees shall be deemed to have greater seniority than part-time employees. Part-time employees shall accrue seniority on a prorated basis. Seniority shall be utilized for the following purposes:
- A. Vacation for each calendar year shall be drawn by employees on a basis of seniority preference by classification, as provided in Article 14 Section 4(H.) provided, however, that nothing contained herein shall be interpreted as restricting the City's right to cancel all vacations during any given period in the event of disaster or emergency. Corporals, as supervisors, agree that their leaves, of any type, must be coordinated with the absences of their supervisors, and that the higher classification supercedes seniority.
  - B. In the event of personnel reduction, employees shall be laid off in the inverse order of their seniority in their classification. Employees shall be recalled from layoff in accordance with their seniority in the classification from which they were laid off. No new employees shall be hired in any classification until all employees on layoff status in that classification have been provided an opportunity to return to work. Employees who are recalled from layoff after 6 months shall be required to successfully complete a pre-employment medical/drug screen to ensure that the recalled employee is physically capable of performing the work available at the time of recall and, further, meet all of the standards set by the State of Florida Criminal Justice Standards and Training Commission, FDLE, and the City of Coconut Creek Police Department in effect at the time of recall.
  - C. No laid off employee shall retain recall rights beyond two (2) years from the date of layoff. When a vacancy occurs for which there is a recall list, the Human Resources Director shall send a certified letter of notice to the employee at the last address filed with Personnel with a courtesy copy to the PBA. Any and all reemployment rights shall be forfeited if no response is received within fifteen (15) calendar days from the date the notice was sent. Should an employee refuse recall within the two (2) years time limit, his/her rights to recall are terminated.
  - D. Break in Continuous Service: An employee's continuous service record shall be broken by voluntary resignation, discharge and retirement. Upon return to work after time lost which does not constitute a break in continuous service, the employee's length of continuous service shall not be affected and he shall receive the same fringe benefits that he/she would have received had he/she not lost any employment time.

E. Loss of Seniority: Seniority and the employment relationship shall be broken and terminated if an employee:

1. resigns;
2. is discharged;
3. is absent from work for four (4) consecutive working days without notification to and approval by the City. An employee may be reinstated to his/her position if the position is still vacant, by a showing of good cause to the Department Director, subject to the review of the City Manager, of why notification was not possible within four (4) days.
4. fails to report to work within three (3) working days after having been recalled from layoff;
5. fails to report to work at the termination of a leave of absence without pay;
6. if an employee on leave of absence without pay for personal or health reasons accepts other employment without permission; or;
7. if he/she is retired.

## Article 17

### **Internal Investigations and Obligations to the Public**

- 17.1: The parties recognize that the security of the City and its citizens depends to a great extent upon the manner in which the employees covered by this Agreement perform their various duties. Further, the parties recognize that the performance of such duties involves those employees in all manner of contacts and relationships with the public and out of such contacts and relationships questions may arise or complaints may be made concerning the actions of employees covered by this Agreement. Investigation of such questions and complaints must necessarily be conducted by, or under the direction of department supervisory officials whose primary concern must be the security of the City and the preservation of the public interest.
- 17.2: Letters of reprimand shall be shown to the officer and a request that they sign same before it is placed in the employee's file, with the understanding only that the employee has seen the letter, without agreeing to the contents. Personnel files shall be open or closed to the public in accordance with state law. Where state law permits personnel files to be closed, then they will be closed to the public.
- 17.3: In order to maintain the security of the City and protect the interests of its citizens, the parties agree that the City must have the unrestricted right to conduct investigations of citizens' complaints and matters of internal security; provided, however, that any investigative interrogation of an employee covered by this Agreement relative to a citizen's complaint and/or matter of internal security shall be conducted under the following conditions:
- A. The interrogation shall be conducted at a reasonable hour, preferable at a time when the employee is on duty, unless the seriousness of the investigation is of such a degree that immediate action is required.
  - B. The employee under investigation shall be informed of the nature of the investigation prior to any interrogation, and he shall be informed of the name of all complainants.
  - C. The employee under investigation may review the complaint and all written statements and recorded statements made by the complainant and witnesses immediately prior to the beginning of the investigative interview, subject to applicable provisions of Chapters 112 and 119, Florida State Statutes.
  - D. The employee under investigation shall be informed of the rank, name and command of the officer in charge of the investigation, the interrogating officer, and all persons present during the interrogation. All questions directed to the employee under interrogation shall be asked by and through one (1) interrogator at any one time.

- E. Interrogation sessions shall be for reasonable periods and shall be timed to allow for such rest periods as are reasonably necessary. All interrogations must be held at the headquarters of the Coconut Creek Police Department.
- F. At the request of any employee under investigation, he/she shall have the right to be represented by counsel or any other representative of his/her choice who shall be present at all times during such interrogation whenever the interrogation relates to the employee's continued fitness for law enforcement service.
- G. The formal interrogation of an employee, including all recess periods, shall be recorded, and there shall be no unrecorded questions or statements.
- H. If the employee under interrogation is under arrest or is likely to be placed under arrest as a result of the interrogation, he shall be completely informed of all of his/her rights prior to commencement of the interrogation.
- I. No employee shall be ordered to submit to any device designed to measure the truth of his responses during questioning; provided, however, that there shall be no restriction on the right of any employee to submit to such device on a voluntary basis.
- J. During interrogation covered hereunder questions shall be limited to the circumstances surrounding the allegations which are the subject of the investigation.
- K. In the interest of internal security and fairness to the employee under investigation, the City, insofar as is legally permissible, agrees to make no conclusionary statements concerning the validity of the allegations under investigation until such time as the investigation has been completed. In the event the employee under investigation; or any organization or person representing said employee makes public statement concerning the allegations under investigation, the City shall have the right to respond in any manner it deems appropriate.
- L. Upon payment of the cost involved, an employee under investigation may obtain a copy of any written or recorded statement he has executed.
- M. The City agrees that no adverse action will be taken against any employee covered by this Agreement who exercises the rights provided for in this Article.

17.4: Disciplinary Review Procedure:

- A. Members shall have the right to inspect and subsequently initial any letter of reprimand or documented verbal discussion, which is thereafter placed in the employee's official personnel file. Any employee receiving a letter of reprimand or verbal reprimand may file a written response thereto. Any such written response shall be included in the employee's official personnel file, which shall

be attached to the letter of reprimand.

- 17.5 The findings of Internal investigations shall be labeled as one of the following:
- A. Sustained – Investigation provided sufficient factual evidence to prove allegations of misconduct;
  - B. Not Sustained – Investigation failed to provide sufficient evidence to prove/disapprove the allegations;
  - C. Unfounded – Investigation indicates that the allegations are false or not supported by facts; or
  - D. Exonerated – Investigation indicates incident did occur, but employees actions were justified, lawful and proper.
- 17.6 Internal investigations and any findings of **not sustained, unfounded or exonerated** shall not be placed in an employee’s regular personnel file. Instead, they will be maintained in a separate internal affairs file. Further, the City shall destroy all internal affairs records and findings in accordance with the minimum statutory retention schedule established by Florida law.

## Article 18

### Hours of Work and Overtime

The following provisions shall govern hours of work and overtime:

- 18.1: The normal work period for employees covered by this Agreement shall be eighty-four (84) hours in a fourteen (14) day work period. Hours actually worked in excess of eighty-four (84) hours in a given fourteen (14) day period or actual hours worked plus annual leave, sick leave, compensatory leave and holiday time shall be compensated at one and one-half (1½) times the employee's regular straight time of pay. Nothing herein shall guarantee a minimum number of hours per day, per week or per month.
- 18.2: Employees who work in excess of eighty-four (84) hours in a fourteen (14) day cycle shall be compensated or granted compensatory time off at the discretion of the Chief of Police at time and one half (1½) for all authorized hours worked in excess of the eighty-four (84) hours. It shall be understood that for the first twenty-four (24) authorized hours worked in excess of the aforementioned eighty-four (84) hours, the employees shall have the option of accruing compensatory time or being compensated. Authorization for overtime must be requested prior to working the overtime, in so much as it is reasonable to do so. However, authorization may be given after the time worked, and will not be unreasonably withheld.
- 18.3: Nothing herein shall require the payment of straight time or time and one-half when an insubstantial amount of time is worked in excess of the length of the employee's normal shift. For the purpose of this Article, an insubstantial amount of time shall be considered any period of time less than one-quarter (1/4) hour.

18.4: Call-Back

If an employee covered by this Agreement is called back to work after having left work, on a call-back, the employee shall receive three (3) hours pay at the rate of time and one-half his/her regular pay rate. However, if the time is contiguous to the employee's regular work shift or the employee is called back to rectify his/her own error, the employee will be paid at the rate of time and one-half his/her regular pay rate only for the actual time worked.

18.5: Court-time

Should it be necessary for an employee to appear in court, at a deposition, or a statement session while off duty as a result of the employee's official conduct on duty, not on or contiguous to or more than one (1) hour before or after their regular shift, the employee shall be compensated with a minimum of three (3) hours pay. All time earned over 84 hours in one pay period (regular work shift) shall be paid at one and one-half (1 ½) times the employee's hourly pay rate, or at the discretion of the employee, the equivalent in compensatory time. Any member who is required to appear more than once during a day

will receive an additional three (3) hour minimum as long as the second subpoena requires the member's appearance three (3) or more hours from the beginning time of the first subpoena. If it is less than three (3) hours from the beginning time of the first subpoena then it will be paid as continuous time. Employees shall not accept the Court Witness Fee, nor submit paperwork to accept same.

Effective October 1, 2007, court stand by pay was eliminated. Instead, bargaining unit members received a one-time two-and-a-half percent (2.5%) adjustment to base pay and a five percent (5%) Shift Differential, pursuant to Article 18, Section 14.

18.6: Employees covered by this Agreement shall follow the directive to be issued by the Chief of Police with regard to the acceptance and payment of subpoena fees (including deposition fees). The City reserves the right to institute any procedure or system it deems appropriate to measure, record and/or verify attendance at and duration of off-duty court appearances and deposition appearances. Strict compliance with any procedure or system so instituted by the City shall be a condition precedent to obtaining compensation for an off-duty court appearance under Section 5, above. Such payment shall be deducted from the employee's paycheck.

18.7: Temporary Assignment

An employee covered by this Agreement who is temporarily assigned the duties and responsibilities of a position which has a higher pay classification than his permanently assigned position shall be compensated at five percent (5%) above his/her current pay rate or the minimum of the pay range, whichever is greater, after serving at least two (2) weeks in the temporary assignment. The higher rate of pay shall begin on the first day following the completion of the two (2) weeks minimum service. This provision does not include temporary time due to an employee on vacation. All such temporary assignments must be reported to and approved by the City Manager.

18.8: No supervisor or official shall take action to cause the non-payment of straight time or time and one-half in circumstances wherein the member covered by this Agreement has performed work, which entitles him to payment of straight time or time and one-half. However, nothing herein shall restrict the City or the Department from altering work schedules or taking any other action to reduce the number of overtime, court time, or call back hours worked by the employees covered by this Agreement.

18.9 Schedule Changes

Insofar as possible employees covered by this Agreement shall be given forty-eight (48) hours notice of any change in their regular hours of work. Further, insofar as possible, the Department will avoid scheduling an employee to work on contiguous shifts.

18.10: Emergency Call Back

Employees are subject to call twenty-four (24) hours a day in case of emergency. Emergency shall be determined by the Chief of Police. The employee(s) shall be chosen at the sole discretion of the Chief of Police or in his absence, his designee.

Employees may also be required to report for mandatory overtime under the emergency conditions. Failure to report for mandatory overtime, when ordered, may result in disciplinary action up to and including dismissal, which will be subject to the grievance procedure. If a FEMA emergency is called, employees working overtime shall take the overtime in pay, not as compensatory time.

18.11: Special Assignment Designation - The purpose of Special Assignment Designation is to provide an additional career development path and compensation for those highly motivated employees providing services in areas of specialization or as training resource officers in addition to performing their regular duties.

A. "Special Assignment" designation shall be upon the recommendation of the Chief of Police and subject to approval by the City Manager and shall be limited to only those positions within the bargaining unit below the rank of Sergeant. Special assignments may include but need not, and are not limited to: Training Officer, Field Training Officer, School Resource Officer, Detective, and Community Relations Officer. The Chief has complete discretion to pay or not to pay Special Assignment pay. Such designation would be limited to a specific employee while performing in an extraordinary manner and would terminate when either of these criteria were absent.

B. An employee covered by this Agreement who is "Special Assignment", shall receive a 2% increase in pay, including an employee at the top of the pay range for their normal position classification.

18.12: Special Details

An employee covered under this Agreement shall be paid for Unofficial Functions worked pursuant to Section No. 2-57, Code of Ordinances as may be amended from time to time. Effective November 1, 2007, the rate of pay for Unofficial Functions shall be Twenty-eight Dollars (\$28.00) per hour, which shall increase to Thirty Dollars (\$30.00) per hour, effective October 1, 2010, if the City Commission approves same through Ordinance. If an Unofficial Function requires four (4) or more officers, one shall be a Sergeant. If a Sergeant is not available, a member of the bargaining unit shall be assigned as a supervisor. Members who act as a supervisor as assigned by the City, shall be paid at the rate of pay received by Sergeants for Special Details. Employees shall receive an additional ten dollars (\$10.00) per hour for Special Details worked during City-designated holidays, pursuant to Article 14.

Employees may not work more than forty-eight (48) hours of Special Details per pay period, unless such additional time is authorized and approved by the Chief of Police or his designee.

In the event of an employee's sickness or injury, prior to the date scheduled to work the Special Detail, the employee shall notify the Chief of Police, in advance and in writing, that he/she will be unable to work scheduled detail, and the nature of the sickness or injury. Employees unable to work due to sickness or injury, are required to remain at their residence if not confined to a hospital, at the doctor's office or obtaining a medical prescription from his/her pharmacy. Employees who claim to be sick and/or injured and are later determined to have made false statement(s) regarding their sickness and/or injury, shall be subject to disciplinary action, up to and including suspension or dismissal.

#### 18.13: Scheduled Stand-by

From time to time, the Chief of Police or his/her designee may schedule a bargaining unit member for Scheduled Stand-by. Scheduled Stand-by is defined as a twenty-four (24) hour period wherein an employee shall be able to report for duty as required by the city while on an off-duty status within one (1) hour. Said employee shall be physically fit for duty, not under the influence of intoxicating substances, and shall report in uniform or appropriate attire as required. Each member scheduled for Scheduled Stand-by shall be compensated for one (1) hour at the member's regular straight-time pay. Scheduled Stand-by pay compensation shall not be included in calculating a member's right to overtime compensation. If a member is called back by the City as contained paragraph 18.4, the member shall be paid Call Out pay and Scheduled Standby pay.

#### 18.14: Shift Differential

Effective October 1, 2007, to compensate for the removal of court stand by pay, bargaining unit members regularly assigned to the Bravo shift road patrol unit or the DUI or K9 units shall have five percent (5%) added to their base pay for time spent working during said shift. The Shift Differential shall not be paid to members working the Bravo shift if it is not their regularly assigned shift.

## **Article 19**

### **Probation**

- 19.1: The probationary period shall be regarded as an integral part of the examination process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of the new employee whose performance does not meet the required work standards.
- 19.2: An employee hired to become a Police Officer (PO) who does not have Police Officer Certification from the State of Florida and who must complete a CJSTC approved course to attain such certification shall serve a one-year probationary period from the date of certification as a Police Officer.
- 19.3 An employee hired as a Police Officer (PO) who has Police Officer Certification from the State of Florida shall serve a one-year probationary period from his/her date of hire.
- 19.4: Probationary employees may be dismissed or discharged for any reason without cause and without recourse to the grievance procedure or civil service code.
- 19.5: The Chief of Police shall make such periodic reports during an employee's probationary period as the Human Resources Director may require, and shall notify the Human Resources Director at least ten calendar days prior to completion of the probationary period whether the services of the employee have been satisfactory and whether he/she will continue the employee in his/her position.
- 19.6: Such notice shall be on the prescribed form and a copy shall be given to the employee. At any time during the probationary period, the City Manager may terminate an employee who fails to pass the probationary period.

## **Article 20**

### **Promotions**

#### 20.1: **Promotional Examinations to Sergeant**

- A. All promotional examinations shall be administered by the Director of Human Resources or designated representative. In the interests of efficiency and economy, promotional examinations shall be offered only when there is no current eligibility list and there are newly budgeted promotional vacancies or when promotional vacancies are anticipated through attrition.
- B. The Director of Human Resources shall designate the lower class or classes from which promotion is to be made and shall establish the required period of service in these classes which shall be not less than three (3) years consecutive service with the City, provided that up to two (2) years may be waived by the Chief of Police if he/she finds that the individual has Public Safety, law enforcement, or fire service employment for another agency which is equal to up to two (2) years of service in this department.
- C. Appropriate scientific techniques and procedures shall be used in scoring and calculating the results of the examinations and in determining the relative ratings of the competitors.
- D. The Director of Human Resources shall determine the minimum qualifying grade for any parts of an examination. Any candidate failing to obtain at least this minimum score shall be considered to have failed the examination and shall not be examined on any further parts, if any are planned.
- E. An error in test procedure, eligibility or rating shall be corrected if called to the attention of the Director of Human Resources, in writing, within one (1) month of the inspection period. Such corrections shall not invalidate any appointments previously made from such a list.
- F. Promotional exams will consist of three (3) parts, one of which shall be oral and shall be forty-five percent (45%) of the final score, one of which shall be written (prepared and administered by an outside recognized agency selected by the City, and shall be forty-five percent (45%) of the final score, and one of which shall be the average of the last two annual evaluations, if available, and shall be ten percent (10%) of the final score.

- G. There shall be not less than three (3) members of the oral board, at least two (2) of whom must be from outside the City's employ, as determined by the Chief of Police, but in no case shall the Chief of Police serve as a member of the oral board.
- H. The Director of Human Resources shall establish an eligibility list from the test scores, in accordance with the results of the promotional exam, as determined by the procedure outlined in Section F., above. A rank ordered eligibility list shall remain valid for a period of two (2) years from the date certified by the Director of Human Resources, provided, however, that at any time less than three (3) candidates remain on the list, then the certified eligible list may be vacated before the expiration of two (2) years. In that event, another promotional exam will be scheduled within the next six (6) months. If a vacancy is to be filled, the Chief of Police shall select one (1) candidate from any of the candidates in the top five (5) rankings. If more than one (1) vacancy is to be filled, the eligibility list shall be increased by one (1) ranking for each vacancy. For example, if two (2) positions are to be filled, the list shall consist of the candidates ranked in the top six (6) rankings. If three positions are to be filled, the selection shall be made from the candidates ranked in the top seven (7) rankings.
- I. Should a bargaining unit employee fail to successfully complete the probationary period as a Sergeant, the employee shall be demoted to his/her former classification at the same rate of pay that he/she received prior to promotion to Sergeant, excluding Special Assignment pay, unless otherwise provided herein, if applicable, but including any across-the-board increase given since the promotion.
- J. Effective October 1, 1997, no additional employees will be promoted or appointed to the rank of Corporal; the intent of the parties being that the Corporal rank will be eliminated in time by attrition.

## Article 21

### General Conditions

21.1: The Civil Service rules no longer apply to employees covered by this Agreement.

21.2: Residence

Employees shall, within ninety (90) days from the date of hire, establish residence and actually reside during the period of their employment with the City, within the counties of Broward, Dade, or Palm Beach.

21.3: Physical Standards

- A. Physical and/or psychological examinations may be requested by the City, for an employee, at any time after the date of hire, in the discretion of the Chief of Police and subject to the approval of the City Manager. The examination shall be paid for by the City and it shall be at the City's discretion as to what the examination will include.
- B. Determination of physical and/or psychological fitness to perform the work of the position will be by a physician or a physician designated by the Human Resources Director.
- C. When an employee of the City is reported by the examining physician to be physically and/or psychologically unable to perform the essential functions and duties of the position for which he/she is employed, such employee, may, within five (5) working days from the date of his/her notification of such determination by the examining physician indicate, in writing, to the Human Resources Director his/her intention to submit the questions of his/her physical and/or psychological condition to a physician of his/her choice.
- D. In the event that there is a difference of opinion between the employee's physician and the City's physician, the City Manager, shall select a third physician to examine the employee.
- E. Subject to Article 5, Grievance & Arbitration Procedure, the City Manager shall have the final and binding authority based upon the agreement of a majority of two of the three physicians, to determine the physical and/or mental ability of the employee to perform the essential functions and duties of the position for which he/she is employed. An employee determined to be physically or mentally unable to perform the essential functions and duties of the position in which he/she is employed, with or without reasonable accommodation—shall be, as further reasonable accommodation, offered reassignment to a vacant position, if one exists, provided, however, that the employee is otherwise qualified for the position, and able to perform the essential functions and duties of that position. In

the event there are no positions available for which the employee is otherwise qualified and can perform the essential functions and duties, with or without reasonable accommodation, then the employee shall be placed in a lay-off status pursuant to Article 16 of this agreement.

21.4: Separations of Employment:

- A. Employees who voluntarily resign their employment with the City within two (2) years of their hire date must reimburse the City for all training costs incurred on their behalf.
- B. Any employee separating service with less than two (2) weeks' notice, excluding separations resulting directly from a documented disability or other extenuating circumstance as approved by the City Manager, may be considered to have separated not in good standing.

## Article 22

### Evaluations

#### 22.1: The Purpose

The evaluation process provides a method for monitoring job performance based upon established standards and objectives for each position. It also provides a means for: (1) communicating goals and objectives of management to employees; (2) determining entitlement to any required or optional pay increase increments; (3) promoting equitably; (4) motivating employees to improve their performance; and (5) evaluating selection and promotion criteria.

#### 22.2: Requirements

All employees covered by this Agreement shall be evaluated on the form(s) prescribed by the Director of Human Resources as follows:

- A. Regular Employees - semi-annually, on their anniversary date and six months thereafter during their term of employment with the City.
- B. Probationary Employees – quarterly for one year from date of appointment and one upon completion of probation.

#### 22.3: Procedure

- A. The Director of Human Resources shall notify the Chief of Police monthly, in writing, the name(s) of employees who are due to be evaluated, based upon their date of appointment. Such notice shall list: (1) name of employee; (2) reason for evaluation; (3) due date.
- B. The Chief of Police shall be responsible to ensure that evaluations are completed and returned to the Director of Human Resources. Employees shall receive a completed, signed evaluation no later than thirty (30) days after their anniversary date. Failure to receive said evaluation on a timely basis shall be subject to the grievance procedure as to timeliness only, up through Step 4 of the grievance procedure.
- C. The person completing the evaluation shall be the employee's supervisor who is immediately responsible for the work of the employee. The supervisor is defined as the person who either oversees, reviews, or checks the daily work of the employee or is the one most closely acquainted with the employee's work performance. The evaluation shall be reviewed by an administrative supervisor prior to being presented to the employee to correct inconsistencies or errors.
- D. The supervisor shall complete the evaluation form. Evaluations shall be based on

measured, observable work. All evaluations shall be objective, and shall not be based on favoritism, cronyism, or retaliation. Employees shall not be rated on tasks that they have not performed during the year. If an employee's description of function is to change, the employee shall be given six (6) month notification prior to being rated on the new function.

- E. After completing the evaluation form and having an administrative supervisor review it, the supervisor shall then hold a conference with the employee being evaluated. This conference is a mandatory requirement of the evaluation process and is for the purpose of explaining the basis for the specific ratings, offering suggestions for changes or improvements in job performance, establishing goals and standards to be met during the next rating period, and providing a basis for discussion with the employee. Employees shall have the right to effect change on their rating if the employee can demonstrate that such rating was in error, by appealing via the chain of command to the Chief of Police.
- F. Upon completion of the conference, the form shall be signed by the supervisor and employee. The employee may respond to the supervisor's ratings in writing no later than three (3) working days (not including S/L, V/L or Holidays) from receipt of the evaluation.
- G. The completed form is then submitted to the next immediate supervisor for review and signature, and then to the Chief of Police for review and signature. The evaluation is then forwarded to the Director of Human Resources for submission to the City Manager for review and signature, and then placed in the employee's permanent personnel file. The employee shall receive a completed, signed copy of his/her evaluation.
- H. Time is of the essence in following the above evaluation procedure. All anniversary date increases shall be retroactive to the anniversary date.
- I. Notwithstanding any provision of this section, administrative supervisors, up to and including the Chief of Police, may participate in the evaluation process, including effecting change of ratings, at any stage. The employee shall be notified if any changes are made after he/she has signed the evaluation.

#### 22.4: Evaluation Grievance Conditions

Employees who receive an overall rating of 3.6 or less on their annual evaluation shall have the right to process a grievance pursuant to Article 5, up through Step 4 with the City Manager.

22.5: Anniversary Date Increases: Pay For Performance Increment

- A. Employees shall be eligible for a pay for performance increment increase, up to the maximum of the salary range, on their anniversary date depending on their annual evaluation rating based on the following rating scale:

3.59 or below:	0%
3.6 to 3.99	3%
4.00 to 4.49	4%
4.50 to 5.0	5%

- B. Employees pay rates may not exceed the maximum pay rate established by Article 23, Wages.
- C. During the term of this Agreement, a team consisting of members of both PBA units and management personnel shall review and revise as needed the performance evaluation process, forms, and pay methods to ensure a meaningful and objective performance evaluation process is implemented during the subsequent contract term.

22.6: Required Pay Increases

- A. Police Officers shall reach the mid-point of the Police Officer range no later than his/her 5th anniversary from date of appointment as a Police Officer and shall be brought to the midpoint, if needed, following receipt of the five-year pay-for-performance increase. Police Officers shall reach the maximum of that range no later than 10 years after date of appointment as a Police Officer and shall be brought to the maximum, if needed, following receipt of the ten-year pay-for-performance increase.
- B. Effect of Unsatisfactory Performance Evaluation: Any annual performance evaluation which is less than competent, will cause the employee's anniversary date for a required mid-point or maximum pay range increase to be delayed for one (1) year.

22.7: Significant Event Form and File

The Significant Event Form and File shall be used by a supervisor to document anything significant that an employee does during a performance rating period – both good events and events in which the employee needs improvement. Proper documentation of employee events during a rating period shall ensure that all performance issues - for both good performance and poor performance are considered when the evaluation is

completed. It will aid in avoiding some of the more common rater errors that occur in completing performance appraisals. Supervisors shall notify employees via e-mail within five (5) calendar days when an entry has been made in the significant event file. Employees shall be entitled to read the significant event form and file to track their own performance during a specific rating period. Employees may review their own significant event file maintained by their supervisor. Employees may submit by e-mail one rebuttal statement for a specific entry, which the supervisor shall enter in its entirety into the significant event file. Supervisors shall not use an entry from outside of the rating period for the evaluation, except to demonstrate a pattern or for progressive discipline.

#### 22.8: Training

The City shall continue the current computer based self-paced training program for each employee. Said program shall train employees on Participating in Pay for Performance Appraisals and any other subject deemed appropriate for a computer-based format. Every employee shall receive a copy of the training manual for any computer-based training program.

#### 22.9: Appeal To City Manager

The PBA may process a grievance on Section 22.3, entitled "Procedure" directly to Step 4, with the City Manager, based on inconsistencies.

## Article 23

### Wages

During the term of this Agreement, wages shall be as follows:

23.1: Pay scales shall be adjusted in accordance to the exhibit in Appendix A.

23.2: Pay Scale and Wage Adjustments

- A. Effective October 1, 2008, the minimum of the pay scale shall be increased to \$48,506.54/yr. (\$22.21/hr.) for certified Police Officers. Police Officers and Trainees below the midpoint shall have their base pay increased by four percent (4%) (or to the new minimum salary for certified Police Officers, whichever is greater), not to exceed the new midpoint. Corporals and Police Officers at or above the midpoint shall receive a two and one half percent (2.5%) increase to base salary.
- B. Effective October 1, 2009, the minimum of the Police Officer and Trainee pay scales shall be increased by two percent (2%). The maximum of the Police Officer and Corporal pay scales shall be increased by three percent (3%). Bargaining unit members hired into the unit prior to January 1, 2002 shall have their base pay increased by three percent (3%). Employees hired into the unit on or after January 1, 2002 shall have their base pay increased by two percent (2%), with a two percent (2%) City contribution to a retirement health savings account, pursuant to Article 13.
- C. Effective October 1, 2010, the minimum and maximum of the pay scales, as well as bargaining members' base salaries, shall be increased by three percent (3%).
- D. Management has the right to hire certified Police Officers at up to 10% above the agreed minimum salary, depending on qualifications.

## Article 24

### **Rules and Regulations for Discipline and Control**

24.1: The City of Coconut Creek recognizes that the Police Department has special discipline and control requirements in addition to those imposed on general City employees. These special requirements concern emergency operations which necessitate a more strict discipline and control code inasmuch as the Police Department is a parliamentary department. This Article segregates these special disciplinary requirements.

24.2: Police Department Rules and Regulations Manual.

- A. The City of Coconut Creek Police Department Rules and Regulations Manual as may be amended from time to time, shall be adopted by reference and made a part of this Agreement.
- B. The City will undertake to modify the Police Department Rules & Regulations Manual as necessary, in order to provide conformity with this Agreement.

24.3: General Discipline and Control.

The Chief of Police and/or his/her authorized designee will be charged with the responsibility of enforcing and maintaining proper standards of discipline and personal conduct among their employees, and are vested with discretionary powers and authority to practice the following suggested sequence of remedial measures incident to operating rules of the Department. Such suggested sequence is not meant to mandate any type of sequence but is only meant to list the type of remedial measures that may be taken.

- A. A verbal reprimand
- B. Written reprimand
- C. Suspension - Suspension of the employee without pay subject to the review and approval of the City Manager.
- D. Demotion of an employee to a position in a lower classification subject to review and approval by the City Manager.
- E. Dismissal of employee subject to review and approval of the City Manager.
- F. Other disciplinary action.
- G. Emergency suspension with pay- immediate suspension with pay due to the nature/severity of the situation, where it is not practicable to follow the normal suspension procedure. This action will not taken arbitrarily or capriciously,

and the City will ensure that the PBA will be notified as soon as possible.

#### 24.4 Grounds for Disciplinary Action.

Any of the following acts of conduct on the part of the employee will constitute special grounds for disciplinary action, by the Chief of Police, or authorized designee in the Chief of Police's absence, or by the City Manager. The listing shall not be considered as all inclusive and may be expanded upon for other violations that conflict with the intent of the aforementioned rules and regulations of the Department.

- A. Arrested on a felony charge (with right of City to suspend employee with pay until charges have been resolved in a court of law).
- B. Repeated convictions during service of misdemeanor charges, such as speeding, reckless driving or accidents involving injured persons or damage to property or equipment.
- C. Use of intoxicants or drugs while on duty or under their influence while on duty. Refusal to take any required tests in those cases where reasonable suspicion of intoxication or drug use exists.
- D. Insubordination.
- E. Verbally threatening physical harm or physically threatening any member of the department or his/her family; conduct that interferes with the proper coordination of the work effort in the department to the detriment of public service.
- F. Conduct subversive to the proper order, discipline and morale of any form of municipal service.
- G. Inciting or engaging in any form of work stoppage or riot.
- H. Misappropriation, misuse of unauthorized use of City equipment, tools, funds, machines, etc.
- I. Incompetence or repeated neglect of assigned duties.
- J. Repeated failure or neglect to meet credit, and/or open account obligations, if it impairs the performance of the employee's job responsibilities.
- K. Unauthorized absence from duty.
- L. Any act which constitutes a conflicting action on the part of the employee against the implied intent of this Agreement.
- M. Probationary employees may be reprimanded, suspended or dismissed for any

reason, without cause. Such probationary employee of the Police Department shall have no right of appeal.

24.5: General Provisions.

- A. Suspensions. Under justifiable circumstances, the City Manager or Chief of Police (with approval of the City Manager) may suspend an employee without pay for a period not in excess of thirty (30) calendar days provided he/she is given the opportunity for an Administrative Hearing. An employee charged with a felony may be suspended without pay until charge is dismissed or until a decision settling the case is rendered. (A decision of "Not Guilty" will make the employee eligible for reinstatement upon such terms and conditions as may be specified by and approved by the City Manager).
- B. Demotions. Subject to review by the City Manager, the Chief of Police is vested with discretionary authority to demote employees to positions in a lower classification on the following grounds: Disciplinary purposes as previously stipulated.
- C. The Chief of Police may, within his sole discretion, permit an employee to deduct all or part of his/her suspension without pay from accrued vacation, personal or compensatory leave.

24.6: **Administrative Leave** - any bargaining unit employee may be placed on paid Administrative Leave (leave with pay) for reasons in the best interest of the City and/or employee (e.g. to diffuse a work-related or personal problem that has the potential for escalation if left unchecked, and/or has a negative effect on department/division operations, and no other solution is available). Administrative Leave is not punitive and may not be used for matters of a disciplinary nature.

## Article 25

### Vehicles and Safety Equipment

- 25.1: The City will make a good faith effort to maintain police vehicles and safety equipment in proper working order. Police vehicles operated by the City shall comply with the standards and requirements of applicable State Statutes governing motor vehicle safety equipment.
- 25.2: The City agrees to install and maintain security cages in all vehicles used to transport prisoners.
- 25.3: In order to promote health and safety in the workplace, the City shall establish and administer a Workplace Safety Committee pursuant to the rules and regulations as adopted under Section 442.012 of the Florida Occupational Safety and Health Act, as may be amended from time to time. The PBA will have one (1) designated representative on the committee.
- 25.4: Vehicle Take Home Policy

The purpose of this section is to provide the appearance of additional police presence. To this end, there shall be a vehicle take-home policy, subject to the following:

- A. This policy shall begin to be implemented during the life of this collective bargaining agreement.
- B. All non-probationary sworn employees residing within Broward, Miami-Dade, or Palm Beach counties shall be eligible for a take-home vehicle.
- C. Vehicle shall only be operated by the assigned employee.
- D. Vehicles may not be withdrawn from an employee except for just cause.
- E. Vehicles shall not be operated outside Broward, Miami-Dade, or Palm Beach Counties, except with the advance permission of the Chief of Police.
- F. Unless otherwise authorized, employees may not have passengers in any take home vehicle, whether marked or unmarked, unless said passenger is a sworn law enforcement officer employed by the City of Coconut Creek.
- G. It shall be understood that the City retains the right, on a temporary basis, to cancel a take home vehicle assignment, due to unforeseen circumstances not within the city's control, i.e., natural disaster, or other emergency conditions.

- H. Personal use is restricted to de minimis usage, pursuant to Title 26, Internal Revenue Service, Department of Treasury, Reg. 1.274-5T.
- I. Any violation of the Take-Home Vehicle Policy shall be reason for disciplinary action and/or removal of the take-home vehicle.
- J. To assist with the cost of gas, tolls, insurance, repairs, replacement and wear and tear on take-home vehicles, employees residing more than 15 miles (i.e., exceeding a 30-mile roundtrip) from City limits shall reimburse the City based on the actual distance from the employee's residence to City limits, with exceptions provided in Section J.2 below.

1. Reimbursement Schedule

Residing more than 15 miles but less than 25 miles from City limits = \$100 per month

Residing at least 25 but less than 35 miles from City limits = \$200 per month

Residing at least 35 but less than 45 miles from City limits = \$300 per month

Residing at least 45 but less than 55 miles from City limits = \$400 per month

Employees residing at least 55 miles from City limits shall not be eligible for a City vehicle, unless granted at the discretion of the Police Chief for business necessity, in which case the employee shall pay an additional \$100 per month per 10-mile distance.

Distance from the employee's residence to the City limits shall be determined by the employee submitting a mapquest.com report (or if unavailable, another mutually agreed upon distance calculator) from the employee's residence to the intersection within the City that is closest to the employee's residence. Such report shall be submitted upon ratification of the collective bargaining agreement effective October 1, 2007, as well as immediately following any subsequent relocations.

2. Exemptions or Exceptions

Employees who were eligible for a take-home vehicle at no charge based on Special Assignment immediately preceding the October 1, 2007 effective date shall be exempt from the mileage reimbursement based on the October 1, 2007 residence until the special assignment ends. If such employee relocates further from City limits subsequent to October 1,

2007, he or she shall be responsible for mileage reimbursement only for the differential from the original residence. Upon completion of the special assignment, such employee shall be responsible for full mileage reimbursement, pursuant to Section J.1. above.

Employees in Special Assignments that require use of a take-home vehicle, as determined by the Chief of Police, are exempt from the mileage reimbursement requirement, based on residence as of October 1, 2007 or date of hire, whichever came last, through the duration of the Special Assignment.

## **Article 26**

### **Jury Duty**

An employee who is legally summoned to serve on a jury, shall be permitted absence with pay, minus the amount received from the courts, (excluding the amount received for mileage) for the time required to perform such duty. The employee will be required to submit a copy of their notification to serve on Jury Duty as soon as possible after notification, to their immediate supervisor along with a completed Leave Request form. When the employee has been released and/or excused from jury duty for at least eight (8) hours prior to his/her scheduled time to report for duty, or there is more than four (4) hours remaining on his/her already commenced regular tour of duty, he/she shall report for his/her regular tour of duty.

## **Article 27**

### **Nepotism**

Nepotism is hereafter prohibited as follows:

- A. No member of the family of a member of the City Commission, City Manager, Assistant City Manager, City Attorney, Assistant City Attorney, Human Resources Director, shall be hired within the Police Department.
- B. No person shall be employed in the Police Department where the Chief of Police is a family member.
- C. No person shall hereafter become employed within the Police Department who is a member of a Police Department employee's family without approval of the City Manager. This provision, however, shall not preclude two employees who are currently employed within the Police Department from marrying each other.
- D. Police Department employees will not appoint, employ, promote, advance, recommend or advocate for appointment, employment, promotion, or advancement of his/her husband or wife. Further, an employee shall not serve or be appointed, promoted or transferred to any position in the Police Department where he/she would be directly or indirectly supervised by his/her husband or wife.
- E. Should two current employees marry each other, the Chief of Police may, in his sole discretion, transfer either the husband or the wife, if both are employed on the same shift or in the same specialty unit, which includes, but is not limited to the Traffic Unit, Detective Unit, and Uniform Patrol position.
- F. For the purposes of nepotism, family members include: father, mother, son, daughter, brother, sister, grandmother, grandfather, grandson, granddaughter, uncle, aunt, first cousin, nephew, niece, husband, wife, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, step-father, step-mother, step-son, step-daughter, step-brother, step-sister, half-brother, or half-sister.
- G. This provision will take effect upon the effective date of the contract and shall not be applied retroactively. Therefore, those members who would be in violation of this Article on the effective date of this contract, shall hereafter be considered not to be in violation of the terms of this Article only in regard to the specific relationship(s) existing on the effective date of this contract.
- H. This provision shall not apply to reserve or auxiliary members of the department.

## Article 28

### Drug Free Workplace

- 28.1: The City and its Labor Bargaining units recognize that employee substance and alcohol abuse may have adverse impact on City government, department operations, the image of City employees, and the general health, welfare, and safety of the employees and the general public at large. Therefore, the City and its employees will best be served by maintaining a Drug Free Workplace where the City has the right to require employees to submit to toxicology and alcohol testing designed to detect the presence of any controlled substance, narcotic drug, or alcohol. Employees shall be subject to testing at the following times: Pre-Employment, Random, Post-Accident, Reasonable Suspicion, Return-To-Duty & Follow-Up, and Post Injury.
- 28.2: Illegally using, possessing, soliciting, buying, selling, or being under the influence of alcohol, drugs, or abusive use of controlled substances while at work is prohibited. Employees are further prohibited from consuming illegal drugs or abusively using controlled substances on or off duty, or from consuming alcohol on duty. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs. This section shall not be construed to prohibit “social drinking” on the employee’s own time, provided that such “social drinking” does not adversely affect the performance of an employee’s job functions, the employee’s own safety, or the safety of others.

The Director of Human Resources shall serve in the capacity of Drug & Alcohol Test Program Coordinator.

- A. Any applicants or employees found with the presence of alcohol, any illegal drugs, or controlled substances in their systems; in possession of, transporting, manufacturing, using, selling, trading, or offering for sale illegal drugs, controlled substances or alcohol during working hours; or on City premises, in City equipment, either owned or operated under City authority, or convicted of a drug related offense committed anywhere at any time after the effective date of this Agreement, are subject to disciplinary action up to and including discharge.
- B. No employee may report to work after having used alcohol or any controlled substance within a time frame that results in the presence of alcohol or a controlled substance still being in their body at levels in excess of limits set by the State Law for a Drug-Free Workplace and as further listed in section 28.6 of this policy. Employees that operate equipment or vehicles and that are taking prescribed controlled substances must advise their supervisor in writing and review the side effects of the drug with their supervisor.

C. Law enforcement officials shall be notified, as appropriate, where criminal activity is suspected.

28.3: Employees shall be subject to testing and shall be required to submit to a blood analysis, urine analysis, intoxalyzer, or other approved testing method at the following times:

A. Pre-employment – conducted after an offer to hire the applicant is made or upon recall from a layoff, but before actually performing duties.

B. Post-motor vehicle accident – Pursuant to state law, all employees shall be tested when a motor vehicle accident involves serious bodily harm or death, whether or not the employee is charged with causing or contributing to the accident on the accident report.

1. Alcohol Test - The employee must submit to a test within 2 hours after the accident, however, when circumstances do not permit, then not later than 24 hours after the accident.

2. Drug Test – The employee must submit to a drug test within 2 hours after the accident, however, when circumstances do not permit, then not later than 24 hours after the accident.

3. These tests will be conducted simultaneously whenever possible.

C. Reasonable suspicion – conducted when a trained supervisor or city official observes behavior or appearance that is characteristic of alcohol or drug misuse.

1. Reasonable suspicion includes, but is not limited to the following:

a. Observable phenomena while at work, such as direct observation of illegal drug use or the physical symptoms or manifestations of being under the influence of an illegal drug, controlled substance, or alcohol;

b. Abnormal conduct or erratic behavior while at work or a general deterioration in work performance;

c. A report of an employee using illegal drugs, controlled substances, or alcohol, provided by a reliable and credible source, which has been independently corroborated. (Bargaining unit members may, but shall not be required to, corroborate impairment of fellow employees. The City further agrees that there shall be no

disciplinary action taken against an employee for refusal to corroborate such impairment);

- d. Evidence indicating that an individual has tampered with a drug test administered under this policy during his/her employment with the City:
- e. Information that an employee has caused or contributed to any type of accident where there is reasonable suspicion that the employee involved in the accident is under the influence of alcohol or other drugs.
- f. Evidence indicating that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the City's premises, or while operating a City vehicle, machinery, or equipment.

**NOTE:** The occurrence of any one or more of the above items a. through e. must be documented in writing with a copy to the affected employee.

- D. Return-to-duty & Follow-up – Return-to-duty drug/alcohol testing is conducted before an employee who has been suspended for violation of this Drug Free Workplace Policy is reinstated and permitted to return to work. Follow-up tests are conducted unannounced and at least four (4) times per year for two (2) years after the individual has been reinstated.
- E. Random – Random drug/alcohol testing may be conducted.
- F. Employees must promptly submit to any of these tests when they are advised by a supervisor to do so. Refusing to promptly submit to a test has the same consequences as failing a test. Failure to cooperate with medical personnel during clinical sample collection procedures (including completing and signing designated forms) is considered a refusal.
- G. Post On-the-Job Accident or Injury not Related to a Traffic Accident - to be conducted any time:
  - 1. an employee or any other person suffers an injury where horseplay, gross negligence, or a violation of safety rules and procedures contributed to the individual's injury or resulted in property damage; and
  - 2. there is reasonable suspicion that the injury or property damage is the result of the employee being under the influence of alcohol or drugs.

28.4: The City and its designated medical facilities will follow split-sample collection procedures for the collection of urine samples. Urine analysis shall be designated protocol when testing for drug use, and blood sample analysis shall be the designated

protocol when testing for alcohol use. The City, at its discretion or when unusual circumstances dictate, may follow blood sample collection procedures instead of collecting urine for drug tests, or may take breath samples with an intoxalyzer when testing for alcohol. The employee shall be accompanied by a designated member of the City staff until collection and submission of a specimen for laboratory testing has been completed. Following the split-sample collection procedures, the laboratory shall keep one-half of any sample that is confirmed positive in storage for 210 days (or longer if a written notice is received) after which the laboratory may discard the sample.

- A. The City of Coconut Creek shall designate an independent physician as its Medical Review Officer (MRO). The MRO shall conduct an independent review of both test procedures and results before the results are submitted to the City Drug & Alcohol Test Program Coordinator.
  - 1. The MRO shall notify the donor, (employee or job applicant) of a confirmed positive test result within three (3) days of receipt of the test result from the laboratory, and shall inquire as to whether prescriptive or over-the-counter medications could have caused the positive test result. The MRO shall review any medical records provided by the donor and evaluate any prescriptions provided by a doctor to the donor.
  - 2. The MRO shall process any employee or job applicant requests for a retest of the original split-sample specimen, made within 180 days of notice of the positive test result, at another licensed laboratory selected by the employee or job applicant. The donor requesting the additional test shall be required to pay the costs of the retest, including shipping and handling expenses. The MRO shall contact the original testing laboratory to initiate the retest.
  - 3. If the MRO is unable to contact a donor who tested positive within three (3) working days of the MRO's receipt of the test results from the laboratory, the MRO shall contact the employer and request that the employer direct the donor to contact the MRO as soon as possible. If the MRO has not been contacted by the donor within two (2) working days from the request to the employer, the MRO shall verify the report as positive. If the donor declines to talk with the MRO regarding a positive
- B. All parties involved in the testing process, including collection site, laboratory, Medical Review Officer, and employer, shall maintain employee confidentiality as required by regulations.
- C. Any employee wishing to contest a positive drug test result must request a retest of the split-sample specimen within 180 days after having received notification of the positive result. The results of any such alternate tests shall be forwarded to the City in the same manner as the initial test results.

1. The employee must direct a written request that the split-sample specimen be tested by a different Department of Health and Human Services (DHHS) certified laboratory to the City Medical Review Officer (MRO) or the City Drug/Alcohol Test Program Coordinator.
  2. If the employee files a written request for an analysis of the split-sample specimen within the mandatory 180 days of having been notified of a verified positive drug test, then the MRO shall direct in writing that the laboratory forward the original split-sample specimen to an agreed upon DHHS-certified laboratory for analysis. Employees shall pay all costs related to any analysis of split-sample specimens resulting from their appeal or challenge.
- D. If requested by the employee, the City will allow union representation during the testing process subject to the time constraint and the availability of the on-site participation of a business representative of the labor bargaining unit. It is understood that the City shall make every normal attempt to contact the union representatives in order to allow union representation during the testing process, but that the City is not required to take extraordinary measures to insure the presence of a labor representative during testing.
- 28.5: Testing for drugs or illegal substances shall be done primarily by urinalysis and when deemed appropriate, and at the City's discretion, by blood sample. Blood testing for alcohol concentration will be conducted utilizing aseptic venipuncture technique or if conditions require, a National Highway Traffic Safety Administration (NHTSA) approved Evidential Breath Testing (EBT) device operated by a trained Breath Alcohol Technician. Blood samples shall be taken to test for drugs or other substances where the employee, due to injury or other similar circumstances, cannot provide a urine sample, or where it is generally accepted by medical and/or toxicological experts that testing for such substance is insufficiently accurate through urine samples, or where testing of the substance through blood samples provides substantially greater accuracy. Blood and/or urine samples shall be collected under supervision of qualified medical personnel in the following manner:
- A. The City's clinics and hospitals shall follow specimen collection procedures as outlined in the regulatory guidelines contained in 49 CFR 40.25 and shall follow proper chain-of-custody procedures.
    1. Testing shall be conducted only at a Department of Health and Human Services (DHHS) certified medical laboratory or facility. Urine sample collection will be monitored but will be unwitnessed unless there is reason to believe that a particular individual may alter or substitute the specimen to be provided. Split-sample specimen collection procedures shall be followed.

2. Employees may inspect the containers to be utilized for collection of the urine and/or blood samples prior to collection and may request substitute containers. Employees may observe the labeling, sealing, and packaging for routing of their urine and/or blood samples by qualified medical personnel.
3. The laboratory shall maintain a record of the chain of custody of urine and/or blood specimens. The drug testing laboratory shall retain in a frozen state (-15 degrees Celsius or less) all confirmed positive urine specimens and all confirmed positive blood specimens at 6-8 degrees Celsius for 210 days. The tested individual, MRO, or employer may request in writing to the laboratory that the laboratory retain the specimen for a specified additional period of time. If no such request is received, the laboratory is permitted to discard the specimen after 210 days of storage. If the laboratory is notified of a legal challenge, they shall retain the specimen until such challenge is resolved.
4. An employee or applicant undertaking a legal or administrative challenge of a test result under the Drug Free Workplace policy must do so within 180 days of receiving notification to the employer and the laboratory of such challenge. Such notice shall include reference to the chain-of-custody specimen identification number.

28.6: Drugs, metabolites, alcohol, and other substances for which the City will screen an employee's urine and/or blood sample include any illegal drug or any substance identified in Schedules I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812), and as further defined in 21 CFR 1300. This includes but is not limited to the following: Alcohol, amphetamines, barbiturates, benzodiazepines, cocaine metabolites (benzococgonine), marijuana metabolites (delta-9-tetrahydrocannabinol-9-carboxylic acid), methaqualone, opiates, phencyclidine, methadone, and propoxyphene. All testing shall be done by a qualified, independent, DHHS-certified laboratory with expertise in toxicology testing and methodology. All positive test results shall be evaluated by a certified toxicologist. All samples which test positive on a screening test shall be confirmed by gas chromatography/mass spectrophotometry (GC/MS). Employees shall list all prescription and non-prescription drugs they are using prior to providing a blood/urine sample and shall be required to produce evidence of their legal drug and/or substance use, as defined above, within twenty-four (24) hours of their drug screening test by the production of a written prescription from a licensed pharmacy or written authorization from a licensed medical doctor. Test results shall be treated with the same confidentiality as other medical records. The standards to be used for employee drug testing are as follows:

A.

<b>Alcohol, Drug/Metabolite</b>	<b>Screening Test</b>	<b>Positive Test Confirmation Test</b>
Alcohol	0.02 g/dL*	0.02 g/dL
Amphetamines	1,000 ng/ml	500 ng/ml
Methamphetamine*		500 ng/ml
Barbituates	300 ng/ml	150 ng/ml
Benzodiazepines	300 ng/ml	150 ng/ml
Cocaine	300 ng/ml	150 ng/ml
Cannabinoids	50 ng/ml	15 ng/ml
Methaqualone	300 ng/ml	150 ng/ml
Opiates (Codeine, Morphine)	300 ng/ml	300 ng/ml
Phencyclidine	25 ng/ml	25 ng/ml
Synthetic Narcotics: Methadone	150 ng/ml	150 ng/ml
Propoxyphene	150 ng/ml	150 ng/ml

\*Must also contain Amphetamines at 200 ng/ml

\*25 ng/ml if immunoassay-specific for morphine

B. Other drugs and substances may be tested for by the City at its discretion. In that event, they will be tested at levels according to generally-accepted toxicology standards. Employees shall have the right to consult the testing laboratory for technical information regarding prescription and non-prescription medication.

C. Retesting Specimens – As some analytes deteriorate or are lost during freezing, refrigeration, or storage, quantification for a retest is not subject to a specific cutoff requirement but must provide data sufficient to detect the presence of the drug or metabolite.

28.7: The City, upon just cause, may discipline an employee for violation of this drug and alcohol abuse policy by terminating employment or by suspending the employee with or without pay, and may require the successful completion of a rehabilitation treatment program that is pre-approved by the City Director of Human Resources. These measures are taken in order to ensure that the employee is participating in a meaningful program that can result in reinstatement.

A. While it is the employee’s responsibility to actually select any such rehabilitation program that they might participate in, all such programs must be pre-approved by the Director of Human Resources in order to ensure that the employee is participating in a meaningful program that can result in reinstatement.

1. All costs associated with a rehabilitation program are the responsibility of the employee. The employee’s health insurance plan may provide

benefits that pays for such treatment. While continued employment may be contingent upon successful participation in a rehabilitation program, the actual participation in any such rehabilitation program is strictly voluntary on the part of the employee.

- B. Buying and/or selling drugs would generally be considered a more serious violation with less opportunity for rehabilitation than the personal use of illegal drugs or alcohol would have.
- C. If the employee feels that the City did not show just cause to suspend the employee during a rehabilitation program or the termination of an employee, then the employee may grieve the City's decision following normal labor agreement procedures.
- D. If the City chooses to suspend an employee while the employee submits himself to a rehabilitation program rather than outright termination, then the employee may be suspended without pay during the initial treatment phase (minimum of six (6) counseling sessions ) of the rehabilitation program. The initial phase of the counselor-recommended rehabilitation program must be completed within 90 days of the causal event, and the employee must also actively participate in any on going follow-up treatment that is prescribed or recommended by the counselor.
  - 1. The employee shall be required to sign a consent form which allows the City to obtain information about the employee's progress and successful completion of such program. Refusal to sign such consent form shall be considered the same as the employee's resignation.
  - 2. An employee that is suspended for the duration of an initial treatment program is eligible for reinstatement immediately upon the successful completion of both any specific employment suspension and the more intense, initial treatment part of the approved rehabilitation program. It is the suspended employee's responsibility to petition the City for reinstatement and to provide proof of satisfactory completion of the program. An employee who fails to successfully complete the entire initial rehabilitation program within 90 days, or longer if recommended by a program counselor, of the causal event may have his status changed from suspended to terminated at the end of this period.
  - 3. In order to be eligible for continued employment after reinstatement, the employee must actively participate in and complete any follow-up treatments that have been prescribed or recommended by the counselor. A reinstated employee that fails to comply with all aspects of any extended prescribed or recommended treatment program may be suspended or terminated for failure to complete the treatment program.

4. The City may allow the employee to utilize accrued paid leave, or in the case of an employee who exhausts or has insufficient leave available to complete the initial rehabilitation program, may place the employee in a medical leave without pay status during the initial period of rehabilitation.
5. Prior to being reinstated, the employee must submit to and pass drug and/or alcohol testing. The City shall also require random follow-up testing of such employee of up to four (4) times per year for a two (2) year period immediately following reinstatement. The City shall only offer to participate in the rehabilitation of an employee one time. Thereafter, future relapses may result in termination.

28.8: The Drug Free Workplace Act requires that any employee convicted of a violation of any criminal drug statute for violations occurring on or off City premises while conducting City business, must notify the City within five (5) calendar days of such violation. Failure to notify the City shall result in disciplinary action, up to and including termination.

28.9: Employees who voluntarily come forward and admit to abuse of legal and/or illegal drug use and request assistance for their problem will be referred for rehabilitation following the guidelines of Section 28.7, and may use their own leave, donated time or may be given a medical leave of absence of up to 90 days, if necessary, to obtain required rehabilitation. Such employees will be subject to return-to-duty and follow-up testing.

28.10: A list of rehabilitation programs available in Dade, Broward, and Palm Beach counties is maintained by the Human Resources Department. However, insurance-provided rehabilitation can take place only at the facility(ies) available in the employee's selected group insurance program, and the entire cost of the program and any follow-up care will be the total responsibility of the employee. The City maintains an EAP program and recommends that all rehabilitation efforts by employees start there.

28.11: The parties agree that an employee's refusal to submit to testing in accordance with the provisions of this Article will be considered the same as having had a positive test result, and disciplinary action may be taken against the employee, up to and including termination. Furthermore, if an employee is injured on duty and refuses to submit to a test for drugs and/or alcohol, under Florida Department of Labor Regulation, they forfeit eligibility for all workers' compensation and indemnity benefits and shall be disciplined and/or terminated. If it is determined that the employee's alcohol or drug abuse contributed to a work-related injury, then workers' compensation benefits may be denied.

- A. An injured employee that is being denied workers' compensation benefits as the direct result of a positive test result shall first be given the opportunity to present evidence that the alcohol and/or drug use was not the proximate cause of or did not contribute to the injury having occurred. If the employee is successful in doing so, then workers' compensation benefits will not be denied. This

subparagraph will not have any direct effect on any other disciplinary action that may have been or may be implemented.

- 28.12: Upon receiving notice of a positive confirmed test result from the MRO, the City shall, within five (5) working days, inform an employee or job applicant in writing of such positive test result, the consequences of such result, and the options available to the employee or job applicant. An employee or job applicant who receives a positive, confirmed test result notice from the City may, within five (5) working days after receiving notice, submit information to the employer contesting the test result, and/or explaining why the result does not constitute a violation of the employer's policy. If the explanation is unsatisfactory, the City shall provide a written reply stating why the employee's or job applicant's explanation is unsatisfactory.
- 28.13: It is recognized that technology may, from time to time, improve the type and/or testing methods available for drug and/or alcohol testing. In that event, the City may change its testing methods or procedures and the employee may challenge said change through the grievance procedure if the employee believes that the City acted arbitrarily or capriciously. Testing procedures shall at all times comply with current regulatory requirements for drug and alcohol testing.
- 28.14: No bargaining unit members will be subject to any testing policy or procedure that is not generally applied to all other employees, including management and supervisory personnel, however, the City and bargaining units agree that the policies and procedures for this bargaining unit and any other work group may vary.
- 28.15: Each employee will be required to sign a written statement acknowledging receipt of the policy and that they understand the consequences for any violation of this policy.
- A. The City shall maintain employee drug test records in compliance with Federal and State regulations.
1. All such records shall be classified as confidential medical records with access permitted only on a need-to-know basis.
  2. The City shall submit drug and/or alcohol program reports to regulatory agencies as required by regulations.
  3. Release of test information to any other party shall be solely pursuant to a written consent form signed voluntarily by the person tested, unless such release is compelled by a hearing officer or a court of competent jurisdiction pursuant to an appeal taken under this policy, or unless deemed appropriate by a professional or occupational labor board in a related disciplinary proceeding.
- 28.16: The City has obtained information to establish the above standards from the State of Florida, Department of Labor and Employment Security, Division of Workers'

Compensation, chapter No. 59A-24, the Omnibus Transportation Employee Testing Act of 1991, the Controlled Substance Act (21 U.S.C. 812), 21 CFR 1300, and Department of Transportation Regulation, specifically 49 CFR Parts 40 and 653, all of which are available upon request.

## **Article 29**

### **Total Agreement**

- 29.1: This Agreement constitutes the entire Agreement between the parties and no other written or verbal statements shall supersede any of its provisions. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.
- 29.2: The parties further acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right are set forth in this Agreement.
- 29.3: This Agreement contains all benefits granted to employees covered by this Agreement. No other benefits exist by the Civil Service Code or otherwise, unless specifically set forth in this Agreement.
- 29.4: Therefore, the City and the PBA, for the term of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter not specifically referred to or covered in this Agreement; provided, that the PBA does not waive its right to impact bargaining in accordance with the law. Waiver of any breach of this Agreement by either party shall not constitute a waiver of any future breach of this Agreement.

## **Article 30**

### **Savings Clause**

If any article or section of this Agreement or any addendums thereto shall be held invalid by operation of law or by any tribunal or competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and addendums shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

## **Article 31**

### **Family and Medical Leave**

31.1: The City shall provide family and medical leave, pursuant to the Family and Medical Leave Act of 1993, as may be amended from time to time, with details provided in the Family and Medical Leave Act (FMLA) Administrative Order.

## Article 32

### Labor Management Committee

- 32.1 Labor/Management Meetings: Representatives of the City and the PBA shall meet on a quarterly or as-needed basis during the year at a time convenient to both parties for the purpose of reviewing the administration and procedures of the Agreement, rules and penalties, job descriptions and policies to resolve problems that may arise therefrom. These meetings are not intended for the purpose of negotiations, to bypass the grievance procedure, or to interfere with management or union rights.
- 32.2 The Committee shall be comprised of two (2) representatives from the PBA and three (3) representatives from the City. Additional persons may attend as mutually agreed upon. Such meetings shall be scheduled by mutual agreement of the parties with twenty-four (24) hours advance notice of agenda items.

## **Article 33**

### **Compensation for Meals Out of the City**

- 33.1: It is understood that during the course of their employment with the City, employees covered by this Agreement may attend mandatory training, seminars, etc. at locations other than at the Police Station or substation. This Article shall serve to clarify the City's obligation to pay for meals while employees attend such training, seminars, etc.
- 33.2: The City will pay the rates for meals pursuant to Section 2-2, Code of Ordinances, which may be amended from time to time, as applicable when an employee is attending training, seminars, etc., outside of Broward County.
- 33.3: Broward County is in the "immediate vicinity" of Coconut Creek, therefore, the City shall not be required to pay for meals when an employee attends training, seminars, etc., within Broward County (e.g. Police Academy, SPI, etc.).

## Article 34

### Computer Purchase Plan Proposal

#### 34.1: OBJECTIVE:

The objective of the Employee Computer Purchase Plan is to elevate the computer literacy of full-time employees and thus, improve their performance on the job through encouraging the purchase and use of home computers and software that are consistent with City equipment.

#### 34.2: METHOD OF OPERATION:

##### A. General

Financial assistance may be available to all regular full-time employees of the Bargaining unit who seek to improve their computer knowledge by purchasing home computer equipment that is consistent with City equipment. The Information Technology Department shall administer the computer loan program for all eligible City employees.

##### B. Eligibility

Employees assigned to regular full-time positions who have completed their probationary period are eligible for a loan under this program. Participants must agree to comply with the requirements and provisions of the plan. Participants will be eligible to make an initial purchase and/or finance upgrades to their systems through this plan, up to the established loan limit. Previous purchases are excluded from this program. Those employees who purchase a computer at home before the start of this plan will be eligible to upgrade their systems through this plan, up to the established loan limit.

As of October 1, 2008, the Information Technology Department will accept applications for computer loans. If the requests exceed the amount budgeted for fiscal year 2009, a lottery drawing will be held to determine those who will receive loans. Those applications not chosen in the lottery will be the first considered for the 2010 fiscal year. Subsequent requests will be accepted beginning October 1, 2008 and will be processed on a first-come, first-served basis, as funds become available.

Participants may not apply for an additional loan until their current loan is paid in full.

##### C. Loan Limit

A maximum loan amount of \$3,000 per participant may be made for systems and upgrades determined to be compatible to or similar to current City micro-computer systems. The Information Technology Director will have final say in determining eligible purchases.

Once the original loan amount is repaid, employees are eligible for another loan. A second or subsequent loan will not be made until the existing loan is repaid. Should funds be limited and more employees for loans than there is money available, an employee will not be permitted to have a second or subsequent loan until all first time requests are satisfied.

D. Loan Options

Employees may choose:

An interest-free loan and fifteen (15) hours of volunteer service to an eligible community service organization (no such service shall be performed to the City of Coconut Creek) per year for the life of the loan;

or

A loan at three (3%) percent interest per year with no volunteer service. Repayment will be calculated over a 12, 24, or 36 month period at the participant's selection.

Eligible volunteer organizations will be determined by the City Manager or designee. If upon termination of the loan, the volunteer hours have not been met (as verified by the City Manager or designee), interest in the amount of three percent (3%) will be assessed on the entire loan amount and immediately deducted through payroll deduction.

E. Loan Payments

Loan payments will be made through payroll deduction on a biweekly (26 periods) basis. Loans are due and payable in full should an employee's services be terminated, voluntarily or involuntarily, for any reason.

Loans will be made for a period of 12, 24, or 36 months. Prepayments, either partial or in full, will be accepted through the Finance Department. Partial prepayments will only affect term length.

When a payroll deduction cannot be made for any reason including but not limited to the employee not receiving a paycheck or the paycheck is not in an amount sufficient to cover the loan payment, the employee must submit a payment to the Finance Department within five days of the payday the deduction should have been taken from.

F. Application Procedure

1. Employees desiring to participate in the computer loan program shall first obtain a price quote(s) from the vendor(s) for the hardware and software to be covered by the program. Employees may choose any vendor. Comparative shopping is encouraged.

2. Once the quote(s) have been obtained, the employee must complete the Computer Purchase Loan Agreement and Demand Note, the Truth in Lending Statement and the appropriate payroll deduction forms.

Signed documents along with the price quote(s) will be forwarded to the Information Technology Department. If the documents are complete, the Information Technology Department will date and time stamp the document. Note that a signed, notarized, original Computer Purchase Loan Agreement and Demand Note is required.

3. The Information Technology Department will review the proposed equipment to be purchased to determine that it is consistent with the type of equipment utilized by the City. If approved, the Information Technology Department will process check request(s) to the Finance Department. Checks will be joint checks, payable to the employee and the vendor.

4. Upon receipt of the checks, the Information Technology Department will notify the employee to pick up the check(s) and the employee may then purchase the equipment.

5. After purchasing the equipment, the employee must submit a copy of the paid invoice to the Information Technology Department. One original of the Computer Purchase Loan Agreement and Demand Note will be retained in Information Technology, a copy will be retained by Payroll, and one copy will be provided to the employee.

G. Loan Agreement and Demand Note

A written agreement between the City and the participant is required. The Loan Agreement and Demand Note and the Truth in Lending Statement will outline the responsibilities of the participant, terms of the Agreement, payroll deduction arrangements and other conditions of the plan.

H. Equipment Usage and Disposal

Each participant in the plan agrees that usage of the equipment and software made available under this plan will be restricted to the participant's own use and that of his/her immediate family living with him/her. Employees may not dispose of the equipment until the loan is repaid in full. If the equipment is returned to the vendor and a refund issued, the City's loan must be repaid immediately.

I. Violation of the Agreement

Should any part of the agreement or this policy be violated by the participant, all loan funds outstanding will become immediately due.

J. Potential Income Tax Consequences

Participants in the Plan should be aware that certain legislation has been passed which could potentially cause the interest (foregone by the City) to be treated as income to the employee for tax purposes in the year the loan was made.

Participants should refer such tax questions to their own tax advisor.

K. Protection Against Damage and Theft

It is recommended that participants in the Plan ensure that their home insurance policy provides adequate protection of their equipment from theft, fire, flood, and lightning. The City does not assume any liability for damage or theft of equipment.

L. Effective Date of Program

It is agreed that should funds be available after the Administrative Officers and Civil Service Employees have been offered this program in Fiscal Year 2008-2009, this program shall be available to members of the bargaining unit on a first come, first served basis prior to October 1, 2010.

## Article 35

### Duration of Agreement

- 35.1: This Agreement, after having been first executed by both parties in accordance with applicable Florida Statutes and PERC regulations, and after having been ratified by the Employee Bargaining Agent and adopted by the City Commission of Coconut Creek, Florida, shall become effective October 1, 2008, and shall continue in full force and effect until September 30, 2011.
- 35.2: After September 30, 2011, this Agreement shall be renewed automatically from year-to-year unless either party has given written notice to the other on or before March 1st in any year of its desire to negotiate revisions in the terms and conditions of the contract. The remainder of the Agreement shall remain in full force and effect and automatically be renewed from year to year.
- 35.3: On or before April 1st of any subsequent year the City and the union shall exchange proposals.
- 35.4: Negotiations shall commence no later than June 1st unless mutually agreed to in writing.

**Appendix A: Pay Scale Exhibit**

<b>As of October 1, 2008</b>		
<b>Police Corporals</b>	Hourly	Annual
Minimum	N/A	N/A
Maximum	37.20	81,244.80
. . . . .w/ 2% Special Assignment only	37.94	82,860.96
. . . . .w/ 5% Shift Differential only	39.06	85,307.04
. . . . .w/ 2% Special Assignment and 5% Shift Differential	39.84	87,010.56
<b>Police Officers</b>		
Minimum	22.21	48,506.64
Midpoint	28.63	62,527.92
Maximum	35.04	76,527.36
. . . . .w/ 2% Special Assignment only	35.74	78,056.16
. . . . .w/ 5% Shift Differential only	36.79	80,349.36
. . . . .w/ 2% Special Assignment and 5% Shift Differential	37.53	81,965.52
<b>Police Officer Trainees</b>		
Minimum	20.30	44,335.20
. . . . .w/ 5% Shift Differential	21.32	46,562.88

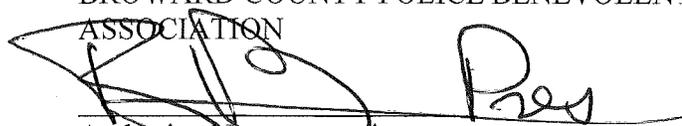
<b>As of October 1, 2009</b>		
<b>Police Corporals</b>	Hourly	Annual
Minimum	N/A	N/A
Maximum	38.32	83,690.88
. . . . .w/ 2% Special Assignment only	39.09	85,372.56
. . . . .w/ 5% Shift Differential only	40.24	87,884.16
. . . . .w/ 2% Special Assignment and 5% Shift Differential	41.04	89,631.36
<b>Police Officers</b>		
Minimum	22.65	49,467.60
Midpoint	29.37	64,144.08
Maximum	36.09	78,820.56
. . . . .w/ 2% Special Assignment only	36.81	80,393.04
. . . . .w/ 5% Shift Differential only	37.89	82,751.76
. . . . .w/ 2% Special Assignment and 5% Shift Differential	38.66	84,433.44
<b>Police Officer Trainees</b>		
Minimum	20.71	45,230.64
. . . . .w/ 5% Shift Differential	21.75	47,502.00

<b>As of October 1, 2010</b>		
<b>Police Corporals</b>	<u>Hourly</u>	<u>Annual</u>
Minimum	N/A	N/A
Maximum	39.47	86,202.48
. . . . .w/ 2% Special Assignment only	40.26	87,927.84
. . . . .w/ 5% Shift Differential only	41.45	90,526.80
. . . . .w/ 2% Special Assignment and 5% Shift Differential	42.28	92,339.52
<b>Police Officers</b>		
Minimum	23.33	50,952.72
Midpoint	30.25	66,066.00
Maximum	37.17	81,179.28
. . . . .w/ 2% Special Assignment only	37.91	82,795.44
. . . . .w/ 5% Shift Differential only	39.03	85,241.52
. . . . .w/ 2% Special Assignment and 5% Shift Differential	39.82	86,966.88
<b>Police Officer Trainees</b>		
Minimum	21.33	46,584.72
. . . . .w/ 5% Shift Differential	22.40	48,921.60

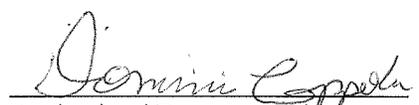
DATE APPROVED: OCTOBER 27, 2008

RATIFIED BY PBA ON OCTOBER 27, 2008

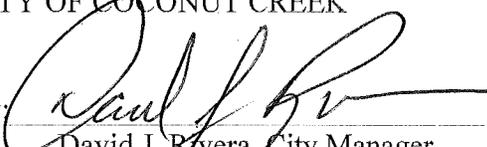
BROWARD COUNTY POLICE BENEVOLENT  
ASSOCIATION

  
Authorized Representative

  
Authorized Representative

  
Authorized Representative

CITY OF COCONUT CREEK

By:   
David J. Rivera, City Manager

This 30<sup>th</sup> day of October, 2008

ATTEST:

 Jacquelyn Cook  
Barbara Rice, MMC JACQUELYN COOK  
City Clerk

This 30<sup>th</sup> day of October, 2008

RATIFIED BY CITY COMMISSION ACTION ON October 23<sup>rd</sup>, 2008

APPROVED AS TO LEGAL FORM AND SUFFICIENCY BY:

  
CITY/ASSISTANT CITY ATTORNEY

**NANCY A. COUSINS**