

**COLLECTIVE BARGAINING  
AGREEMENT**

**Between**

**The City of Coconut Creek**

**and**

**The Police Sergeants' Unit**

**Represented By**

**The Broward County Police Benevolent  
Association**

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

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## **AGREEMENT**

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 conclude collective bargaining in the determination of wages, hours, and other conditions of employment.

## **PREAMBLE**

Whereas, it is recognized by the parties that the declared public policy of the State of Florida and the purpose of Part II, Chapter 447, Florida Statutes, is to provide statutory implementation of Section 6 Article 1 of the Constitution of the State of Florida, and to promote harmonious and cooperative relationships between City Government and its employees, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of City Government. It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly, prompt and peaceful means of resolving any misunderstandings or differences which may arise; and whereas, it is the intent of the parties to this Agreement set forth their entire Agreement with respect to matters within the scope of negotiations; Now, therefore, in consideration of the mutual covenants herein contained, the parties do agree as follows:

## **ARTICLE 1**

### **RECOGNITION**

- 1.1: Pursuant to and in accordance with all applicable provisions of Chapter 447, Florida Statutes, 1974, as amended, the City recognizes the PBA as the exclusive bargaining representatives for all employees in the Bargaining Unit.
- 1.2: The bargaining unit is defined as all sworn employees of the City of Coconut Creek within the classification of Public Safety Sergeant, which is recognized by the Florida Public Employee's Relations Commission in Certification Number RC-94-011. Both parties recognize that any other proposed inclusions or exclusions to the Bargaining Unit will require mutual written agreement by the City and PBA, and approval by PERC. Both parties hereby recognize that the City of Coconut Creek Police Department no longer operates as a Public Safety Department and that Public Safety Sergeant has been retitled as Police Sergeant.

## **ARTICLE 2**

### **REPRESENTATION OF THE UNION**

The President of the Broward County PBA and/or the persons designated by said President, shall have full authority to conclude an Agreement on behalf of the Union, subject to a ratification vote of the members of the Bargaining Unit. It is understood that the Union President and/or his designee is the official representative of the union for the purpose of negotiating with the City. Negotiations entered into with persons other than those as defined herein, regardless of their position or association with the Union, shall be deemed unauthorized and shall have no weight or authority in committing or in any way obligating the Union.

### **ARTICLE 3**

#### **REPRESENTATION OF THE CITY**

- 3.1: The City shall be represented by the City Manager, or a person or persons designated in writing to the Union by the City Manager. The City Manager or his designated representative(s) shall have full authority to conclude an agreement on behalf of the City, subject to an official resolution by the City Commission.
- 3.2: It is understood that the designated representative(s) of the City are the official representatives for the purpose of negotiating with the Union. Any negotiations entered into with persons other than those defined herein, regardless of their position or association with the City, shall be deemed unauthorized and shall have no weight or authority in committing or in any way obligating the City.



## **ARTICLE 4**

### **POLITICAL ACTIVITY**

- 4.1: There shall be no discrimination against any employee covered by this Agreement by reason of political affiliation.
- 4.2: 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.
- 4.3: 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 5**

### **UNION/CITY CONFERENCES**

- 5.1: Two (2) PBA City Employee Representatives shall be allowed time off with no loss of pay or benefits from his regular employment to attend meetings of the City Commission, and the City of Coconut Creek Civil Service Board, with prior approval and if it will not interfere with public safety concerns. Prior to attending the above referenced meetings, the PBA City Employee Representatives must notify the Chief of Police at least twenty-four (24) hours in advance.
- 5.2: Two (2) PBA City Employee Representatives, who shall be members of the Bargaining Unit, shall be permitted to attend negotiating sessions while on duty with no loss of pay or benefits provided that the Chief of Police is notified at least twenty-four (24) hours in advance of the names of the two (2) individuals.
- 5.3: The City agrees that the Chief of Police will meet with a PBA Employee Representative Committee semi-annually, or more frequently if agreed to by the parties. The purpose of the meeting will be to discuss employee relations matters. The PBA committee shall present a written list of the topics to be discussed at said meetings to the Chief of Police at least five (5) working days prior to the meeting.
- 5.4: Two (2) employees designated by the PBA covered by this Agreement who are members of the Bargaining Unit, shall be permitted time off from regular assignment to attend meetings that are scheduled by the Bargaining Agent. Such time shall be taken from the "time pool" created in Section 5.5, and shall be with the permission of the Chief of Police, which will not be unreasonably denied or withheld.
- 5.5: The City agrees to establish a bargaining Unit "time pool." The "time pool" may be used by the PBA representatives and members for attendance at PBA related functions such as state or local conferences, conventions, board meetings, legislative activities including those relating to campaigning for the election of any city, county, state, or federal representatives, etc. The use of the "time pool" is subject to the prior approval of the Chief of Police, but said approval shall not be unreasonably denied or withheld. Each bargaining unit employee shall fund three (3) hours per year to the "time pool" from their accrued leave excluding sick leave. All unused time in the "time pool" shall be carried over year to year.

## **ARTICLE 6**

### **MANAGEMENT RIGHTS**

- 6.1: It is the right of the City to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and to exercise control and discretion over its organization and operations. It is also the right of the public employer to direct its employees, take disciplinary action for just cause, and to relieve its employees from duty because of lack of work or for other legitimate reasons. However, the exercise of such right shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of the Collective Bargaining Agreement.
- 6.2: Should the exercising of the above-referenced rights affect or impact upon the wages, hours, terms, or conditions of employment of a bargaining unit member, the City agrees to give thirty (30) days written advanced notice to the President of the PBA. Upon demand by the PBA and identification of any specific impact, the City agrees to meet and discuss the impact or effect of the exercising of said management rights. Such discussion, however, will not serve to forestall the implementation of the announced change. Such implementation shall not constitute an agreement by the PBA. This provision will apply should the City desire to formulate, amend, reverse, and/or implement any of its policies, rules, and regulations or ordinances which would have an impact upon an employee's wages, hours, or terms and conditions of employment.

## **ARTICLE 7**

### **WORK STOPPAGES**

- 7.1: The parties to this Agreement agree that there shall be no strike, walkout, or slowdown or other concerted activity prohibited by law, promoted or instigated by the PBA, its officers or its membership. No employee shall refuse to report for duty or to perform assigned duties because of any demonstration or pickets by any organization.
- 7.2: The City agrees not to engage in any lock-out or subcontracting for the purposes of inducing concessions or otherwise preventing the fair and complete operation of this Agreement.
- 7.3: Nothing in this Agreement shall prevent the employee organization from engaging in lawful informational picketing.

## **ARTICLE 8**

### **DUES CHECKOFF**

- 8.1: The City agrees to deduct Union membership dues, if any, in the amount established by the PBA as certified in writing by the PBA President, to the City from the pay of those employees in the bargaining unit who individually make such request to the City on a written checkoff authorization form provided to the City. Such deduction will be made by the City beginning with the first full pay period following receipt of the form. Any further assessment or increase in dues shall be submitted to the City, in writing, at least thirty (30) days prior to its effective date.
- 8.2: This article applies only to the deduction of membership dues and shall not apply to the collection of any fines, penalties or special assessments.
- 8.3: The City agrees to provide the PBA with two (2) copies of the computer printout of all employees participating in the dues checkoff program at the time of submitting the deducted dues to the PBA. Deductions of dues shall be remitted by the City to the duly authorized representative as designated, in writing, by the PBA, no later than during the week following the monthly deduction.
- 8.4: In the event an employee's salary earnings within any pay period, after deductions for Withholding, Social Security and Retirement are not sufficient to cover dues, the City will deduct such delinquent dues in subsequent payrolls.
- 8.5: The Union shall indemnify and hold the City, its officers, officials, agents and employees harmless against any claim, demand, or suit arising from any action taken or not taken by the City, its officials, agents and employees in complying with this Article.

## ARTICLE 9

### NON-DISCRIMINATION

- 9.1: The City and the PBA agree that the provisions of the Agreement shall be applied equally to all employees in the Bargaining Unit without discrimination as to age, sex, sexual orientation, marital status, race, color, creed, national origin or political affiliation.
- 9.2: All references in the Agreement to employees of the male gender are used for convenience only and shall be construed to include both male and female employees.
- 9.3: Subject to collective bargaining rights, the parties recognize that the Americans' with Disabilities Act (ADA), requires reasonable accommodations for employees with disabilities and the parties agree that no provision of this Agreement will be interpreted to frustrate the accommodation requirement under the law.
- 9.4: The City agrees not to interfere with the right of the employees to join or not to join the PBA, and there shall be no discrimination, interference, restraint or coercion by the City or the PBA because of the Union membership or non-membership.
- 9.5 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 10**

### **GRIEVANCE PROCEDURE**

- 10.1: In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is further agreed and understood by the parties that there shall be a procedure for the resolution of grievances between the parties and that such procedure shall cover both grievances involving the application or interpretation of the Agreement and grievances involving discharge, suspension, or written reprimand taken against a member of the Bargaining Unit that is covered by this Agreement, except for the allegations of employment discrimination as specified in Article 9, Section 9.5.
- 10.2: Every effort will be made by the parties to settle any grievance as expeditiously as possible. Should either party fail to observe the time limits as set out in the steps of this Article, the grievance will automatically be processed to the next step of the procedure. However, time limits may be modified by mutual written agreement between the parties.
- 10.3: All reference to “days” stated in this Article shall mean calendar days.
- 10.4: Grievances not related to suspensions, demotions, or terminations shall be processed in the following manner and every effort shall be made by the parties to secure the prompt disposition of such grievances.

#### **Step 1:**

The member shall first take up a grievance with his/her immediate supervisor within ten (10) days after the employee has knowledge or should have had knowledge of the event(s) which gave rise to the grievance. Such meeting between the member and his immediate supervisor shall be on an informal and oral basis.

#### **Step 2:**

Any grievance which cannot be satisfactorily settled with the immediate supervisor shall be reduced to writing and signed by the member and a representative of the PBA and shall next be taken up with the Chief of Police or his designee. The grievance shall be discussed in a meeting by and between the member, a representative of the PBA and the Chief of Police within five (5) days from rendering the grievance to writing. The Chief of Police shall within ten (10) days after this meeting, render his/her decision in writing, with a copy to the PBA.

### **Step 3:**

In the event the member is not satisfied with the disposition of the grievance in Step 2, the member shall have the right to appeal the Chief of Police's decision to the City Manager or his designee within ten (10) days from the date of receipt of the Chief of Police's written decision. Such appeal must be accompanied by the filing of a copy of the original written grievance together with a letter signed by the member and a representative of the PBA, requesting that the Chief of Police's decision be reversed. The City Manager or his designee shall, within ten (10) days from the filing of such appeal, render a decision in writing to the employee with a copy of the decision to the representative of the PBA.

- 10.5: If the grievance is in response to a disciplinary action, except as described in section 10.6 below, the employee shall present the grievance directly to the individual issuing the discipline, which may result in prior steps being bypassed.
- 10.6: Where a grievance is general in nature, in that it applies to a number of members rather than a single member, such grievance shall be presented in writing directly to the Chief of Police, within the time limits provided for the submission of a grievance in Step 1. Thereafter, the grievance shall be processed in accordance with the procedures set forth in Step 3.
- 10.7: This grievance procedure shall be the sole and exclusive method of resolving any dispute concerning interpretation or application of any provision of this Agreement or any matter involving discharge, suspension or demotion taken against any member covered by this Agreement. In the event the grievance procedure is utilized to pursue a grievance over discharge, suspension or demotion, the grievance shall be filed directly with the City Manager at Step 3 of the grievance procedure, within the same time limits as for the initial filing of a grievance at Step 1, and the arbitration procedure set forth below shall also apply.
- 10.8: In the event a grievance processed through the grievance procedure set forth above has not been satisfactorily resolved, the Employee shall file, within fifteen (15) days after the receipt of the City Manager's, or his/her designee's written decision on the grievance, a demand for arbitration upon the City Manager and a request to 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, thus leaving the seventh (7<sup>th</sup>), which will give a neutral or impartial arbitrator. The Employee shall strike first. This procedure shall be tolled during the pendency of the mediation process, if any, contained in Section 10.13. Verbal or written reprimands are not appealable through the arbitration process.



Employees receiving verbal or written reprimands shall have the right to place an explanatory statement as an attachment to the verbal or written reprimand in their personnel file within fifteen (15) days of the receipt of such reprimand, unless an extension is requested and granted, which extension shall not be unreasonably withheld.

- 10.9: The City and the Employee Organization, shall mutually agree in writing as to the statement of the grievance to be arbitrated prior to the arbitration hearing, and the arbitrator, therefore, shall confine his/her decision to the particular grievance thus specified. In the event the parties fail to agree on the statement of the grievance to be submitted to the arbitrator, the arbitrator will confine his/her consideration and determination to the written statement of the grievance presented in Step 3 of the grievance procedure. 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.
- 10.10: The parties shall make their choice of the arbitrator as soon as practicable. Copies of the arbitrator's award made in accordance with the jurisdiction and authority under this Agreement shall be furnished to both parties within thirty (30) days of the closing of the arbitration hearing. The Arbitrator's award is both final and binding on all parties, including individual employees affected.
- 10.11: Each party shall bear the expense of its own witnesses and its own representatives. The arbitrator's bill shall be equally shared by the parties. Expense of obtaining a hearing room, if any, shall be equally divided between the parties. Any party desiring a transcript shall bear the cost of such transcript unless both parties mutually agree to share said cost.
- 10.12: Should the parties mutually agree, an expedited arbitration may be initiated. The Arbitrator shall be selected in accordance with section 10.6: of this Article. The hearing shall be conducted by the Arbitrator in such a manner that will expeditiously permit a proper presentation of the evidence and arguments of the parties. The arbitrator shall be the sole judge of the relevance and materiality of the evidence offered. There shall be no stenographic record of the proceedings, nor post hearing briefs filed. The hearing will be completed in one (1) day. When both sides have completed their presentations, the arbitrator shall ask whether either party has any further evidence to offer or witnesses to be heard. Upon receiving negative replies from both side, the arbitrator shall declare and note the hearing closed. The award shall be rendered promptly, which may include a verbal decision immediately following the hearing. In any event, the award shall be signed by the arbitrator. Should the arbitrator determine that an opinion is necessary, it shall be in summary form. Unless otherwise determined by the arbitrator, the decision rendered shall not be precedent setting, but the

award will be final and binding upon the parties, including any individual affected employee.

10.13: The cost of the arbitration hearing will be equally divided between the Employee Organization and the City. The expense of witness for either side shall be paid by the party producing such witness.

10.14: **Mediation Process**

- A. 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 10.7 above. 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 and 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.
- B. 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.
- C. 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).
- D. 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.

- E. 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.
  
- F. Prior to mediation, both the City and the Federation shall enter into a confidentiality agreement, as follows:
  - 1. 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.
  - 2. The parties agree to participate voluntarily in mediation in an effort to resolve the charge(s) filed by the City.
  - 3. 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.
  - 4. Any communications between the mediator(s) and/or the parties are considered dispute resolution communications with a neutral and will be kept confidential.
  - 5. 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.
  - 6. 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.

7. 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.

## ARTICLE 11

### **RULES AND REGULATIONS FOR DISCIPLINE AND CONTROL**

11.1: 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. It is agreed and understood that each member of the Bargaining Unit will be provided with a copy of the Departmental Rules and Regulations formulated subsequent to the execution of this Agreement. Any such new departmental rules and regulations shall be distributed to members within thirty (30) days after formal adoption, or as soon as practical thereafter. Employees will be required to sign for their copy of the rules and regulations.
- B. It is recognized that the members of this bargaining unit are supervisors, and that they are required to properly exercise supervisory control as assigned. Failure to reasonably perform normal and routine supervisory functions may result in discipline.

11.2: Administrative Leave

Any bargaining unit employee may be placed on 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 may not be used for matters of a disciplinary nature. Employees on Administrative Leave shall serve such leave during their regularly scheduled work shift and shall remain at home, or at another location as approved by the Chief of Police, unless their work schedule is altered by the City in accordance with Section 25.2.

## ARTICLE 12

### GENERAL CONDITIONS

12.1: Chapter 21, Code of Ordinances does not apply to employees covered by this Agreement.

12.2: Residence

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

12.3: Separations of Employment

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.

12.4: Fitness-for-Duty

If reasonable suspicion exists that an employee cannot adequately perform the employee's job duties, functions or responsibilities, the City may compel the employee to commit to a medical or psychological evaluation by any medical physician or psychotherapist selected by the City at the City's expense. Reasonable suspicion includes, but is not limited to, a trained supervisor or City official's observation of a general deterioration in job performance or unusual behavior exhibited by an employee.

## ARTICLE 13

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

- 13.1: 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.
- 13.2: Letters of reprimand shall be shown to the employee with the requirement that he/she signs same before it is placed in the employee's file, with the understanding only that his/her signature verifies that the employee has seen the letter and does not constitute agreement with 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.
- 13.3: 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 or at City Hall.
- 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 conclusory statements concerning the validity of the allegations under investigation until such time as the investigation has been completed.
- 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.

13.4 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 finds no factual basis exists that the allegation occurred;
- D. Exonerated – Investigation indicates incident did occur, but employees actions were justified, lawful and proper.

13.5 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 will purge all internal affairs records and findings in accordance with the minimum statutory retention schedule. The employee shall be notified that his/her file is about to be purged. The employee shall receive a copy of the purged file upon his/her written request. The employee shall arrange to copy his/her file on his/her own time at City Hall.

## **ARTICLE 14**

### **HOLIDAYS**

14.1: There shall be ten paid holidays and a two half-day paid holidays per year for members of the Bargaining Unit. Employees will recognize holidays under the following schedule:

New Year's Day  
Martin Luther King's Birthday  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving Day  
Christmas Day  
½ day Christmas Eve and ½ day New Year's Eve

14.2: Employees shall be granted twenty-four (24) hours per year of personal time per calendar year to provide for personal business. Requested Personal Leave shall be granted only upon approval and at the discretion of the Chief of Police, or designee. Personal leave may not be carried over from one year to the next. No payment will be made upon separation of employment for any reason, for any unused Personal Leave.

14.3: Holidays occurring on a Saturday shall be observed on the previous Friday. Holidays occurring on a Sunday shall be observed on 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.

14.4: In the event that one of the above holidays occurs during the course of an employees' vacation, then the employee's vacation may be extended by, or the employee shall be given compensatory time at straight time for said day at the employee's option.

14.5: In the event that one of the above named holidays occurs while an employee is on sick leave, the employee shall receive holiday leave and shall not be charged sick leave for that day.

- 14.6: 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.
- 14.7: If a holiday falls on an employee's regularly scheduled day off and the employee does not work on the holiday, the employee shall be permitted to exercise his/her option as to whether or not he shall be compensated at straight time for the holiday or be given compensatory time of said holiday.
- 14.8: At the employee's discretion, all holiday hours may be credited to compensatory time or the employee may receive cash payment for such holiday. It is further agreed that a holiday will equal 8.4 hours, except Thanksgiving Day and Christmas Day, which will equal twelve (12) hours for those employees who actually work twelve hours on either of those two (2) holidays. Christmas Eve and New Year's Eve shall be compensated at 4.2 hours each, whether or not the employee actually works those days.

## **ARTICLE 15**

### **MILITARY LEAVE**

- 15.1: Any employee who presents official orders requiring his 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 shall receive regular pay and the amount received for 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, USCA), shall be applicable insofar as it related to the reemployment of public employees granted leave of absence on active military duty under this law.

## **ARTICLE 16**

### **SICK LEAVE**

- 16.1: Bargaining Unit Employees shall accrue .046 hours of sick leave allowance for each hour of regular paid service. Sick leave must be accrued prior to use.
- 16.2: Any employee with less than fifteen (15) years of service by November first of any year, who has accumulated over 520 hours of Sick Leave as of the last day of the pay period including November first of any year, shall convert all hours in excess of 520 at the rate of two (2) hours of Sick Leave for one (1) hour of pay at the employee's current rate of pay. Up to forty (40) hours of this payout may be converted to vacation leave at the employee's option. Payment of this conversion shall be on the first bi-weekly pay period in December.
- 16.3: Any employee with fifteen (15) or more years of service by November first of any year, who has accumulated over 520 hours of Sick Leave as of the last day of the pay period including November first of any year, shall convert all hours over 520 at the rate of .75 hours of pay for each hour of Sick Leave at the employee's current rate of pay. Up to forty (40) hours of this payout may be converted to vacation leave at the employee's option. Payment of this conversion shall be on the first bi-weekly pay period in December.
- 16.4: Any employee with twenty (20) or more years of service by November first of any year, who has accumulated 520 hours of Sick Leave as of the last day of the pay period including November first of any year, shall convert all hours over 520 at 100% at the employee's current rate of pay. Up to forty (40) hours of this payout may be converted to vacation leave at the employee's option. Payment of this conversion shall be on the first bi-weekly pay period in December.
- 16.5: Any employee that does not utilize their sick leave benefits for a period of six (6) months, shall be awarded twelve (12) additional hours of vacation leave, which shall not exceed twenty-four (24) hours in a 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 this additional leave time, employees must complete a Sick Leave Incentive form and submit it within six (6) months of being eligible for said additional leave time.
- 16.6: 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:

- A. Death – One hundred percent (100%)
- B. Retirement or resignation after completion of twenty (20) years of service – One hundred percent (100%)
- C. Retirement or resignation after completion of fifteen (15) years of service, but less than twenty (20) years of completed service – Seventy-five percent (75%)
- D. Retirement or resignation after completion of three (3) years of service, but less than fifteen (15) years of service – Fifty percent (50%).
- E. Retirement or resignation with less than three (3) years of service - no payment accrued sick leave.
- F. Termination by City or Separation Not in Good Standing, as defined in Article 12 - no payment of accrued sick leave regardless of years of service.

16.7: 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 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 16.7 (B) or who claims Family and Medical Leave.

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 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 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.

- 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, if requested by the Department Director, 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. Such medical certificate must be submitted directly to the Human Resources Department.
- E. Frequent claiming of benefits under this section may constitute grounds for the Department Director to determine that the physical condition of the employee is below the necessary standard for efficient performance of his/her duties.
- F. Evidence of abuse of sick leave shall constitute immediate grounds for dismissal or disciplinary action as recommended by the Department Director with the approval of the City Manager. Any such disciplinary action shall be in accordance with Article 6, Section 6.1, Just Cause.
- G. 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 Department Director, subject to the review of the City Manager, of why notification was not possible within four (4) days.

16.8: 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 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 PBA representative(s) shall obtain a supply of Leave/Authorization Application for Donation of Sick/Vacation Leave forms from the Chief of Police's office and shall distribute these 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. 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 will not be considered as time used during the donor's performance rating period, nor will it affect a donor's right to attain sick leave incentive as set forth in this Agreement.
- H. The employee or PBA representative will 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.

16.9: 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 23, Section 4.

## ARTICLE 17

### **BEREAVEMENT LEAVE**

- 17.1: 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 forty-two (42) working hours per occurrence, in the event of a death in his/her immediate family for the purpose of attending the funeral or should it be necessary for the employee to attend to the funeral arrangements of the deceased.
- 17.2: The “immediate family” shall be defined as the employee’s father, father-in-law, step-father, mother, mother-in-law, step-mother, sister, step-sister, half sister, brother, step-brother, half-brother, husband, wife, child, grandchild, brother-in-law, sister-in-law, grandparent-in-law, step-child, and grandparents.
- 17.3: Bereavement leave shall not be charged to sick leave or to compensatory time. Any absence in excess of the forty-two hours shall be charged to vacation leave or compensatory time if accrued, or to leave without pay if no vacation leave is available.
- 17.4: The Chief of Police may require proof of a death in the immediate family before compensation is approved and paid.
- 17.5: Employees shall be allowed to utilize their own leave time for the death of a spouse’s immediate family member, as defined above.

## **ARTICLE 18**

### **LEAVE OF ABSENCE**

Personal leave for a period not to exceed twelve (12) months which may include combined approved paid leave and leave without pay shall be available to all Bargaining Unit Members, without loss of seniority, provided that such leave is approved by the City Manager. Approval shall not be arbitrarily and capriciously denied. Upon return to active duty, all employees having utilized approved leave shall be considered as having been continuously employed for the period of said leave. Sick leave and vacation leave shall not accrue during leave of absence.

## ARTICLE 19

### OCCUPATIONAL DISABILITY LEAVE

- 19.1: Whenever a member of the Bargaining Unit is injured while on duty, and eligible for worker's compensation benefits, the City shall provide the injured member pay and benefits as herein set forth. Time lost as a result of an injury as aforesaid, shall not affect the injured member's leave time, vacation time, sick leave, or any other benefit provided by the City. All monies received by the member pursuant to Worker's Compensation shall be assigned to the City. Once Worker's Compensation payments begin, the employee shall immediately be required to sign over the Worker's Compensation check to the Human Resources Department.
- 19.2: Any member injured as aforesaid except as provided in Section 19.3 below, shall be entitled to and receive, for a period of up to fourteen (14) days following the date of injury, the member's full pay and benefits. The Human Resources Director will 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. Following the above noted fourteen (14) day period (or longer, if approved as described above), the injured member will receive seventy-five percent (75%) of the employee's gross 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 employee's gross pay prior to injury.
- 19.3 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 gross 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 employee's gross 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.

19.4 “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.

19.5: 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 in effect prior to injury.

19.6: 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 coverage equivalent to 70% of their gross weekly salary up to a maximum of \$1,250.00 per week for absences from work which exceed 14 days due to injury/sickness not incurred while on duty. 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, may supplement STD and utilize their accumulated sick, vacation or other authorized, leave to receive up to the maximum of one hundred percent (100%) of his/her gross pay at the time of injury/sickness.

In no event shall an employee be permitted to receive more than one hundred percent (100%) of his/her gross pay in effect at the time of the injury/sickness. The gross 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 20**

### **VACATIONS**

20.1: Members of Bargaining Unit shall accrue annual vacation leave as provided herein, and in accordance with the following schedule:

<b>Complete Years of Service</b>	<b>Vacation Accrued</b>
Less than five (5) years	.0385 hours per each hour worked
Less than ten (10) years	.0577 hours per each hour worked
Less than fifteen (15) years	.0770 hours per each hour worked
Less than twenty (20) years	.0961 hours per each hour worked
Twenty (20) years or more	.1154 hours per each hour worked

20.2: Earned vacation leave may be accumulated 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 which includes October 1<sup>st</sup> of each fiscal year. The City Manager may, at the request of the Chief of Police, increase an employee's maximum vacation accumulated amount.

20.3: Vacation leave shall be accrued from date of employment, but may not be granted in advance of being actually earned.

20.4: Vacation leave may be used to supplement sick leave due to sickness or injury only after sick leave has been fully exhausted.

20.5: The period selected by an employee for his vacation leave must have prior approval of the Chief of Police or designee, which approval shall not be unreasonably withheld.

20.6: An employee cannot be paid in lieu of taking his/her vacation, except upon separation.

20.7: When an illness occurs during a vacation, an employee may charge this time to sick leave. If an employee is ill for more than two (2) days and files with the Human Resources Department a doctor's certificate, such time charged to sick leave shall not be charged against the employee's accrued vacation.

20.8: The Police Department's Procedure to schedule vacation will continue during the term of this Agreement.

- 20.9: Confirmed vacation requests will only be subject to cancellation if the Police Department experiences an unforeseeable emergency requiring the attendance of the employee at work. The Chief of Police shall approve any request to cancel a vacation because of an unforeseeable emergency.
- 20.10: In the event that a death in the family occurs while the employee is on vacation, the employee shall be entitled to funeral leave per Article 17, provided the employee notifies the Chief of Police of such circumstances prior to the end of the vacation period. Time charged to funeral leave shall not be charged against an employee's vacation time.
- 20.11: Upon separation, for any reason whatsoever, the employee or the employee's designated beneficiary shall receive full payment for all accrued vacation leave, provided the employee has at least one year of service. Vacation pay will be at the employee's regular rate of pay.



## **ARTICLE 21**

### **LONGEVITY**

- 21.1: Longevity - All bargaining unit employees shall be entitled to the following longevity benefits:
- A. Longevity allowances for all employees:
    - 1. Upon completion of ten (10) years of service – five percent (5%) of annual salary lump sum bonus payable on anniversary date.
    - 2. Upon completion of fifteen (15) years of service – six and a half percent (6.5%) of annual salary lump sum bonus payable on anniversary date.
  - B. Longevity allowance for employees hired prior to January 1, 2002:
    - 1. Upon completion of twenty (20) years of service – ten percent (10%) of annual salary lump sum bonus payable on anniversary date.
- 21.2: Longevity shall not be calculated with the employee's wage, but will be maintained as a separate benefit.

## ARTICLE 22

### WAGES

22.1: Pay Scale:

The City and the PBA recognize that effective recruitment and retention of qualified individuals to perform bargaining unit work requires that bargaining unit members be compensated in a competitive manner. Both parties agree that the City Commission, after consideration of recommendations made by the City Manager, shall have final authority on all budget proposals as part of the budget approval process. There shall be a minimum and maximum pay rate for each position within the bargaining unit. The pay rate schedule shall be maintained by the Human Resources Director.

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

22.2 Pay Scale and Wage Adjustments

- A. Effective October 1, 2008, the minimum and maximum of the pay scale, as well as bargaining unit members' salaries, shall be increased by a two-and-a-half percent (2.5%) cost of living adjustment.
- B. Effective October 1, 2009, the minimum and maximum of the pay scale, as well as bargaining unit members' salaries, shall be increased by a three percent (3%) cost of living adjustment.
- C. Effective October 1, 2010, the minimum and maximum of the pay scale, as well as bargaining unit members' salaries, shall be increased by a three percent (3%) cost of living adjustment.

22.3 Pay for Performance Increase

- A. Employees shall be eligible for a pay for performance increase (up to the maximum of the pay scale) based upon their annual evaluation as follows:

<b>OVERALL RATING</b>	<b>PERCENT OF INCREASE</b>
Less than 3.6	0 %
3.60 to 3.99	3 %

4.00 to 4.49	4 %
4.50 to 5.00	5 %

22.4 It is specifically understood by the City and the PBA that nothing in this article guarantees a specific wage for any member of the bargaining unit. The pay scale for Sergeant increases through the pay range increases specified in Section 22.2. An individual member's wages shall increase in any year by a combination of the pay range increases specified in Section 22.2 and the Pay for Performance Increase specified in Section 22.3.

## **ARTICLE 23**

### **GROUP INSURANCE PROGRAM**

- 23.1: The City shall make a comprehensive group insurance program available to full-time employees covered by this Agreement. This insurance shall include, but is not limited to:
- A. Health and Accident Insurance (including major medical)
  - B. Life Insurance
  - C. Accidental Death & Dismemberment Insurance
  - D. Short Term and Long Term Disability Insurance

The City shall provide minimum life insurance, accidental death and dismemberment insurance, short-term disability and long-term disability insurance at no cost to the employee. During open enrollment, all employees who decline the City's group medical insurance shall show proof of such coverage through another policy.

- 23.2: 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.

- 23.3: 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 23.4 below.

- 23.4: 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:

- A. Employees with at least three (3) years of City service – 50% of each hour converted
- B. Employees with at least fifteen (15) years of City service – 75% of each hour converted
- C. Employees with at least twenty (20) years of City service – 100% of each hour converted

23.5: 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.

23.6: The City reserves the right to change insurance carriers or the method of funding said group insurance program.

23.7: **Early Retirement Medical Program** - Normal Retirement is 59 ½ years of age with no service requirement. Early 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 Early Retirement Medical Program. 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.

The Early Retirement Medical Program provides for an election to continue medical insurance until the retiree reaches the prevailing Medicare eligibility age.

Effective October 1, 2008, this election will provide retirees hired as a City of Coconut Creek Police Officer/Trainee/Corporal/Sergeant prior to January 1, 2002, and who meet the above definition of retirement, as a benefit, \$250.00 per month, for the benefit of the retiree, credit for 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.

Individuals retiring during the term of this Agreement shall receive no more than \$250.00 per month after the expiration of this Agreement.

Effective October 1, 2009, employees in the unit who were hired as a City of Coconut Creek Police Officer/Trainee/Corporal/Sergeant 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.

## **ARTICLE 24**

### **PENSION PLAN**

- 24.1: All employees covered by the Agreement shall be participants 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 as 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.
- 24.2: Upon retirement from the City, employees shall be issued an ID Card. Upon separation after completing at least 20 years of service with the City, employees shall be issued their service weapon and a retirement badge. Issuance of the ID card, service weapon and retirement badge exclude those employees who have been terminated for cause.

## ARTICLE 25

### HOURS OF WORK AND ALL OTHER SUPPLEMENTAL COMPENSATION

- 25.1: The normal work period for employees covered by the 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 shall be compensated at one and one-half (1 ½) times the employee's regular straight time of pay.
- 25.2: No supervisor or official shall take action to cause the non-payment of straight time, time and one half or compensatory time in circumstances wherein the employee has performed work, which may entitle the employee to such payment. However, nothing herein shall restrict the Chief of Police from altering work schedules, with four (4) calendar days notice, excluding emergencies and employees on Administrative Leave.
- 25.3: Upon request by a Bargaining Unit Member, and subject to approval of the Chief of Police, all overtime hours shall be allocated to compensatory time, at the rate of one and one-half (1 ½) hours for each overtime hour worked. It shall be understood that for the first 24 hours overtime in a pay period, the employee shall have the option of accruing compensatory time or being compensated. Unless overtime is authorized, no compensation or compensatory time shall be given. Authorization after the fact shall not be unreasonably denied or withheld. The Chief of Police shall have the option of paying overtime or allowing the accrual of compensatory time after the first 24 hours overtime in a pay period. Compensatory time shall be utilized at the request of the employee upon reasonable, advance notice, subject to the approval of the Chief of Police.
- 25.4: **Special Assignment Pay** - The Chief of Police shall have complete discretion to pay two percent (2%) special assignment pay incentive which will be added to the base salary of persons in the Bargaining Unit.
- 25.5: **Call Back Pay** - When it is necessary for a Bargaining Unit employee to return to work, not on their regular shift, the City agrees to compensate the employee for a minimum of three (3) hours pay at the established rate of one and one-half (1 ½) times the employee's bi-weekly pay rate converted to an hourly rate or at the discretion of the employee, the equivalent in compensatory time.
- 25.6: **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 their regular shift, the City agrees to compensate the employee at the appropriate overtime rate. The employee will receive a minimum of three (3) hours, including travel time, at one and one-half (1 ½) times the employee's bi-weekly pay rate converted to an hourly rate, or at the discretion of the employee, the equivalent in compensatory time.

25.7: **Stand by** - Effective October 1, 2007, stand by pay was eliminated. Instead, bargaining unit members received a one-time three-and-four-tenths percent (3.4%) adjustment to base pay and a five percent (5%) Shift Differential, pursuant to Article 25, Section 12.

25.8: **Temporary Assignment** - Employees covered by this Agreement who are temporarily assigned to a higher rank for at least twelve (12) consecutive hours shall receive five percent (5%) additional compensation beyond the base pay of their regular rank for the time spent working in the higher rank after the twelve (12) hours. If the employee serves for a period less than twelve (12) consecutive hours, he shall receive no additional compensation beyond the base pay of his regular rank.

25.9: The City agrees that it will make every effort to provide a Sergeant to supervise on-duty patrol personnel.

Should the absence of the Team's Assigned Sergeant create the need for overtime, the City agrees that all available Sergeants shall be given the opportunity to work overtime prior to contacting Corporals or Officers. The PBA agrees that when the Team's Assigned Corporal is scheduled to work, that Corporal may be utilized as the acting Sergeant, providing that the assigned team personnel level remains above minimum manning. In the event that the team falls below minimum manning levels, regardless if the team has a Corporal working, available Sergeants shall be given the opportunity to work overtime prior to contacting Corporals or Officers. The City agrees to maintain a "Sergeants Overtime Callout List" to ensure the equitable distribution of overtime. If a Sergeant is called for overtime and does not respond to the page within ten minutes, the next Sergeant on the list shall be called until the overtime opportunity is filled. Sergeants who actually work at least three (3) hours overtime for any reason shall be moved to the bottom of the over time roster.

25.10 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 at the rate the city charges to outside organizations, when acting

as a supervisor. When an employee is not acting as a supervisor he/she shall be paid at the normal rate of pay for Unofficial Functions. If an Unofficial Function requires 4 or more officers, one shall be a Sergeant and be paid the rate as a supervisor. If, in the discretion of the City, a supervisor is required regardless of the number of officers required for an Unofficial Function the supervisor shall be paid the supervisor rate as stated above.

25.11: 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.

25.12: Shift Differential

Effective October 1, 2007, to compensate for the removal of stand by pay, bargaining unit members regularly assigned to the Bravo shift 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 26

### EDUCATION AND INCENTIVE PAY

- 26.1: It is the policy of the Police Department to assist permanent full-time sworn law enforcement officers covered by this Agreement, where practical and feasible, to participate in accredited training or educational programs designed to strengthen their abilities, which in turn directly benefits the department by assisting them in performing their duties. In furtherance of this policy, the City shall provide employees certain terms and conditions as follows:
- A. By April 1<sup>st</sup> of each year, employees shall notify the Human Resources Director, in writing, of their intention to seek reimbursement in the upcoming fiscal year. The City Commission shall determine, through the annual budget process, the amount of funds available for the education assistance program. Requests for reimbursement are subject to the availability of funds for such program as budgeted by the Human Resources Department.
  - B. An eligible training or degree program/course is one that, in the judgment of the Director of Human Resources with final approval of the City Manager, or his/her designee, is directly related to the eligible employee's current position or which constitutes preparation for realistic promotional opportunities, and will improve the employee's technical and/or managerial competencies. In any event, eligible training or degree programs/courses must be consistent with Police Department related activities.
  - C. In order to be considered for the education assistance program, all course work subject to the tuition reimbursement program must be properly approved prior to the beginning of the class by the Human Resources Director. Applicants for tuition reimbursement must provide a written explanation of the relationship between the course work and law enforcement related activities on the applicable form. In order to assist employees to attain degrees, the Human Resources Director will review specific degree goals and determine whether the degree is in a Police Department related field.
  - D. 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 credit hour limit being determined annually based on available funding and employees' intention to use the benefit as expressed in an annual survey. 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. When an employee completes the approved course work, it is his/her responsibility to submit copies of the grades and tuition receipts to the Human Resources Director. Employees receiving aid or who have scholarships as well as employees qualifying for benefits under the G.I. Bill or other State or Federal programs are eligible for reimbursement under this policy, however, financial assistance from other sources will offset any reimbursements payable by the City. The program covers tuition costs only; it does not cover registration, taxes, books, laboratory fees, or other costs that cannot be identified as tuition.

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, excluding separation resulting directly from a documented disability, then the amount of said reimbursement shall be repaid to the City by the employee by deduction from the employees' final paycheck.

In the event that the employee's final paycheck is lesser than the amount reimbursed and employee fails to reimburse the City within thirty (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.

G. 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.

26.2: In the event the State of Florida should discontinue the mandate on Education and Incentive pay during the term of this Agreement, the parties agree to immediately

commence negotiations on this one issue only, on demand of the Union.

26.3: Employees obtaining a college degree higher than that required by their current job description, who have not obtained same before September 30, 2004 or date of hire, 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, except if the separation is directly related to a documented disability, 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.

## ARTICLE 27

### Probation/Promotion

- 27.1: 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 employee whose performance does not meet the required work standards.
- 27.2: Police Officers or Corporals promoted to Sergeant shall be required to serve a probationary period of nine (9) months in the position. The probationary period may be extended at the request of the Chief of Police with the approval of the City Manager. Such request shall not be arbitrary or capricious and shall require a detailed explanation of the reason(s) for the request. It shall be further understood that the extension of the probationary period shall not exceed three (3) months. Employees failing to successfully complete their probationary period will be placed back into their prior rank and base pay. These actions are not grievable or arbitrable.
- 27.3: Upon promotion, an employee's evaluation date shall change to the anniversary date of the promotion for pay purposes.

## ARTICLE 28

### Evaluations

#### 28.1: 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 pay increase increments provided for in Article 22; (3) promoting equitably; (4) motivating employees to improve their performance; and (5) evaluating selection and promotion criteria.

#### 28.2: 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 - Annually, on their anniversary date and every year thereafter during their term of employment with the City.
- b. Probationary Employees - Quarterly, from date of appointment until completion of probation. The form and/or procedure shall be maintained during the term of this agreement.

#### 28.3: 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 not less than two (2) days prior to the due date, and in case of annual or final probationary evaluations, that they be returned not less than ten (10) days prior to due date.
- 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.

- d. The supervisor shall complete the evaluation form. Each factor rated shall be scored as per the evaluation guidelines developed by the Director of Human Resources, which shall be maintained during the term of this agreement.
- e. After completing the evaluation form and having a Captain 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.
- f. Upon completion of the conference, the form shall be signed by the supervisor and employee. The employee may respond to the ratings in writing, no later than three (3) working days (not including S/L, V/L or Holidays) from the 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.

28.4: Employees who receive an overall rating of 3.59 or less on their annual evaluation shall have the right to process a grievance pursuant to Article 10, through the arbitration process. Employees who receive a 3.6 or more on their annual evaluation shall have the right to process a grievance up through Step 3 with the City Manager.

28.5: 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.



## ARTICLE 29

### SENIORITY AND TRANSFER

- 29.1: For the purpose of this Agreement, employees shall have two (2) types of seniority: Classification Seniority and General Seniority. Classification Seniority is defined as the length of service within the Sergeant rank. If the Classification Seniority is based on the same date, the Sergeant with the higher final ranking on the promotional list shall be deemed to have seniority. General Seniority is defined as the length of service measured from the employee's last date of employment with the City of Coconut Creek's Police Department.
- 29.2: If a transfer or change in an employee's schedule means a change in hours or days off, the employee shall be notified no less than four (4) calendar days prior to the transfer or change in scheduling in order to enable the employee to arrange for the orderly change, except in the case of emergencies.
- 29.3: When determining shifts, days off, and vacation schedules, classification seniority shall be considered, but shall not be the determining factor.
- 29.4: The number of bargaining unit positions shall not be reduced below the current level of fourteen (14) during the term of this Agreement, unless such reduction is for the purpose of advancing one or more Sergeants to Administrative positions, in which case the level of bargaining unit positions shall not be reduced below twelve (12) positions during the term of this Agreement.

## ARTICLE 30

### UNIFORMS AND EQUIPMENT

- 30.1: The City agrees to provide all uniforms and equipment necessary to perform the duties of a Police Sergeant. A minimum of five (5) sets of uniforms will be issued and replaced when necessary to each Bargaining Unit Member.
- 30.2: Any employee who shall receive any damage to his 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, dental appliances, flashlight, watches, and any other items at the discretion of the Chief of Police, and there shall be a two hundred fifty dollar (\$250.00) limit per item as regards the City’s obligation to replace personal equipment under this Article.
- 30.3: All Sergeants are required to have a bullet-proof vest (Safety Device) for personal safety protection. The City shall provide Sergeants 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 Sergeants 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. Sergeants 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. 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 Sergeants 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 and acknowledge a statement as follows: “You are required by your employer to wear a bullet-proof vest (safety device).” In accordance with Florida Statutes, if an employee knowingly fails to wear a safety device that is required by the employer and an injury results because of that failure, then workers compensation benefits for that employee shall be reduced by 25%.

- 30.4: All Sergeants assigned to plain clothes regular work assignments shall receive a clothing allowance of \$425 per year. Such clothing allowance shall be paid in semi-annual installments on October 1st and April 1st of each year. Such funds are intended for the purchase of civilian clothing within the guidelines established by the Chief of Police.
- 30.5: All Sergeants shall be issued a cell phone to use for official City business. Any Sergeant electing to use his/her personal cell phone in lieu of a City-issued cell phone for official City business shall receive a \$40 monthly stipend, payable through payroll.

## **ARTICLE 31**

### **CIVIL SUITS**

- 31.1: The City shall provide a proper defense, inclusive of court costs and attorney's fees, for any Bargaining Unit Employee relating to any Civil Suit arising out of their employment and within the scope of said employment; provided the employee has not acted with malice and intentionally violated the rights of an individual.
- 31.2: The City shall hold harmless and indemnify all Bargaining Unit Employees from financial loss arising out of any claim, demand, suit, or judgment for damages suffered as a result of any act, event, or omission of action in the scope of employment as Police Sergeant. This provision shall not apply if the employee exhibited wanton and willful disregard of human rights, safety, or property.

## ARTICLE 32

### DRUG FREE WORKPLACE

- 32.1: The City and its Labor Bargaining units recognize that employee substance and alcohol abuse may have adverse impacts 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-Motor Vehicle Accident, Post-On-the-Job Accident/Injury, Reasonable Suspicion, and Return-To-Duty & Follow-Up.
- 32.2: 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.

32.3: Employees shall be subject to testing and may 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 – conducted after vehicle accidents. Pursuant to state law, all employees shall be tested when a motor vehicle accident involves serious bodily injury or death, whether or not the employee is charged with causing or contributing to the accident.
  - 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 f. 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. 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.
- F. 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.

G. Random – Random drug/alcohol testing may be conducted.

32.4: 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.
- 32.5: 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.
- 32.6: 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, as may be amended from time to time by State or Federal law. This includes but is not limited to the following: Alcohol, amphetamines, barbiturates, benzodiazepines, cocaine metabolites (benzococaine), 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 shall be as established by State or Federal guidelines.

- A. 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.
- B. 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.

32.7: 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 pay 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.

32.8: 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.

32.9: 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 32.7, 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.

32.10: 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.

32.11: 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.

- 32.12: 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.
- 32.13: 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.
- 32.14: 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.
- 32.15: 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.

- 32.16: 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 33**

### **FAMILY AND MEDICAL LEAVE**

- 33.1: 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 City's current Family and Medical Leave Act (FMLA) Administrative Order.



## **ARTICLE 34**

### **LABOR MANAGEMENT COMMITTEE**

- 34.1 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.
- 34.2 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 35

### COMPENSATION FOR MEALS OUT OF CITY

- 35.1 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.
- 35.2 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:
- 35.3 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 36**

**DISTRIBUTION OF AGREEMENT**

The City agrees to provide four copies of the ratified Agreement to the Union and to post the entire Agreement on Coconet.

## **ARTICLE 37**

### **TOTAL AGREEMENT**

- 37.1: This agreement shall be effective October 1, 2008, subject to ratification by the Employee organization and the City Commission of the City of Coconut Creek, Florida, and shall continue until September 30, 2011.
- 37.2: It is understood and agreed that this Agreement constitutes the total agreement between the parties. No term of this Agreement shall be amended, except by the mutual written consent of the parties as they may from time to time agree.
- 37.3: During the term of the Agreement, current job benefits may be changed at the written request of either party, provided however, no change shall be made except by mutual consent.

## **ARTICLE 38**

### **SAVINGS CLAUSE**

If any portion of the Agreement, or the application of such provision, should be rendered or declared invalid by any court action, or by reason of an existing or subsequently enacted legislation, the remaining parts or provisions of the Agreement shall remain in full force and effect. The parties shall promptly negotiate a substitute for the invalidated article, section or portion thereof, or might be determined in accordance with this article.

## **ARTICLE 39**

### **DURATION OF THE AGREEMENT**

- 39.1: 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 Employees in the Bargaining Unit and adopted by the City Commission of Coconut Creek, Florida, shall become effective, and shall continue in full force and effect until September 30, 2011.
- 39.2: 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 1<sup>st</sup>, 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.
- 39.3: On or before April 1<sup>st</sup> of any subsequent year, the City and the union shall exchange proposals.
- 39.4: Negotiations shall commence no later than June 1<sup>st</sup>, unless mutually agreed to in writing.

## ARTICLE 40

### TAKE-HOME VEHICLE POLICY

- 40.1: The purpose of this section is to provide the appearance of additional police presence. To this end, there shall be a take-home vehicle policy, subject to the following:
- A. This policy shall begin to be implemented during the life of this collective bargaining agreement.
  - B. All sworn employees residing in Broward, Miami-Dade, or Palm Beach Counties shall be eligible for a take-home vehicle.
  - C. Vehicles 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 written permission of the Chief of Police.
  - F. Unless otherwise authorized by the Chief of Police, 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. Take-home vehicles shall be used for official City business only and for commuting to and from work, with de minimis personal use allowed, as defined by the IRS.
  - I. Any violation of the Take-Home Vehicle Policy shall be reason for disciplinary action and/or removal of the take-home vehicle.
- 40.2: 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 B below.

A. 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.

B. Exemptions or Exceptions

Employees hired or promoted into the unit prior to October 1, 2007 shall be exempt from the mileage reimbursement.

Employees promoted into the unit on or after October 1, 2007 shall reimburse the City based on the reimbursement schedule and residence as of the date of promotion. If the promoted member relocates further from the Police Department following the promotion, the member shall reimburse the City for mileage between the new residence and the Police Department, less any mileage that was exempted upon promotion.



**Appendix A: Pay Scale Exhibit**

<b>As of October 1, 2008</b>		
	<u>Hourly</u>	<u>Annual</u>
Minimum	35.65	77,859.60
Maximum	40.86	89,238.24
. . . . .w/ 2% Special Assignment only	41.68	91,029.12
. . . . .w/ 5% Shift Differential only	42.90	93,693.60
. . . . .w/ 2% Special Assignment and 5% Shift Differential	43.76	95,571.84

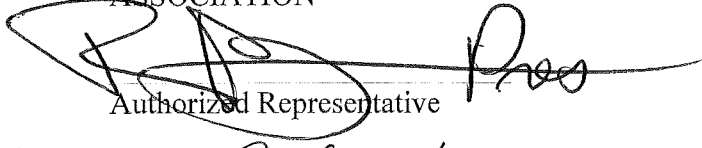
<b>As of October 1, 2009</b>		
	<u>Hourly</u>	<u>Annual</u>
Minimum	36.72	80,196.48
Maximum	42.09	91,924.56
. . . . .w/ 2% Special Assignment only	42.93	93,759.12
. . . . .w/ 5% Shift Differential only	44.19	96,510.96
. . . . .w/ 2% Special Assignment and 5% Shift Differential	45.08	98,454.72

<b>As of October 1, 2010</b>		
	<u>Hourly</u>	<u>Annual</u>
Minimum	37.82	82,598.88
Maximum	43.35	94,676.40
. . . . .w/ 2% Special Assignment only	44.22	96,576.48
. . . . .w/ 5% Shift Differential only	45.52	99,415.68
. . . . .w/ 2% Special Assignment and 5% Shift Differential	46.43	101,403.12

DATE APPROVED: OCTOBER 27, 2008


RATIFIED BY PBA ON OCTOBER 27, 2008

BROWARD COUNTY POLICE BENEVOLENT  
ASSOCIATION

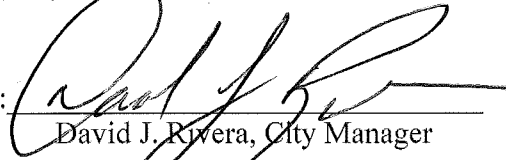
  
Authorized Representative



Authorized Representative

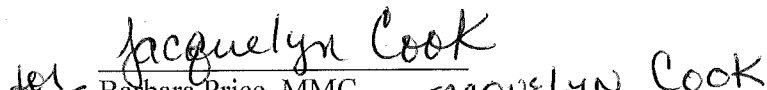
  
Authorized Representative

CITY OF COCONUT CREEK

By:   
David J. Rivera, City Manager

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

ATTEST:

  
for Barbara Price, MMC JACQUELYN COOK  
Master Municipal 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**