

COLLECTIVE BARGAINING  
AGREEMENT

Between

The City of Coconut Creek

and

The Police Sergeants' Unit

Represented By

The Broward County Police Benevolent  
Association

October 1, 2016 through September 30, 2019

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## DEFINITIONS

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

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

## **AGREEMENT**

This Agreement is entered into this 8<sup>th</sup> day of December, 2016 (*retroactive to October 1, 2016*), by and between the City of Coconut Creek, Florida, hereinafter referred to as the "City" and the Broward County Police Benevolent Association, hereinafter referred to as the "PBA" or "Union." It is the purpose of this Agreement to establish an orderly and peaceful procedure for the settlement of differences which might arise between the parties 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 a sound and mutually beneficial working and economic relationship 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, 2016, 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 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

### MANAGEMENT RIGHTS

- 2.1: 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.
- 2.2: Should the exercise 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 a specific negotiable impact, the City agrees to meet and discuss the impact or effect of the exercise 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 3

### WORK STOPPAGES

- 3.1: 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.
- 3.2: 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.
- 3.3: Nothing in this Agreement shall prevent the employee organization from engaging in lawful informational picketing.



## ARTICLE 4

### PBA BUSINESS AND REPRESENTATION

4.1: PBA and City Representation:

- A. The City shall be represented by the City Manager, or a person or persons designated by the City Manager. The City Manager or his/her 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.
- B. 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.

4.2: PBA Business:

- A. 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/her 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.
- B. Two (2) PBA City Employee Representatives shall be allowed time off with no loss of pay or benefits from his/her regular employment to attend meetings of the City Commission, and the City's 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.
- C. 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 such sessions of the names of the two (2) individuals.
- D. 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.

- E. 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 Sub-section F. below, and shall be with the permission of the Chief of Police, which will not be unreasonably denied or withheld.
  
- F. PBA Time Pool: The City agrees to establish a PBA “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, educational seminars, or such other purposes as agreed upon between the PBA and the Chief of Police. The time pool may also be used by members for medical appointments related to on-the-job injuries/illnesses once the Occupational Disability Leave (ODL) benefit has been exhausted, provided that the PBA may implement a per member and/or per year cap on the time pool being used as an ODL supplement and is responsible for tracking any established limits. 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 his/her choice of accrued vacation leave or compensatory time. All unused time in the “time pool” shall be carried over year to year.

## ARTICLE 5

### POLITICAL ACTIVITY

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

## **ARTICLE 6**

### **DUES DEDUCTION**

- 6.1: 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.
- 6.2: This article applies only to the deduction of membership dues and shall not apply to the collection of any fines, penalties or special assessments.
- 6.3: 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.
- 6.4: 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.
- 6.5: 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 7

### NON-DISCRIMINATION

- 7.1: 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.
- 7.2: 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.
- 7.3: 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.
- 7.4: 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.
- 7.5: 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 8

### GENERAL CONDITIONS

- 8.1: Chapter 21, Code of Ordinances does not apply to employees covered by this Agreement.
- 8.2: 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.
- 8.3: 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.
- 8.4: 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.
- 8.5: Subject to the provisions of Florida law, employees entering this bargaining unit from another employee unit shall be governed by the provisions of this Agreement, including but not limited to the provisions governing compensation and benefits, and shall no longer be entitled to the compensation and benefits or other provisions set forth in the Agreement covering that unit. Likewise, employees moving from this bargaining unit to another employee unit shall no longer be governed by the provisions of this Agreement, including but not limited to the provisions governing compensation and benefits, but the provisions of the Agreement or other applicable provisions covering that unit shall control.

## ARTICLE 9

### EMPLOYEE BENEFITS

9.1: **Longevity:** All bargaining unit employees shall be entitled to the following longevity benefits:

- A. Longevity allowance for all employees:
  - 1. Upon completion of ten (10) years of service – five percent (5%) of annual base salary paid annually as a lump sum bonus
  - 2. Upon completion of fifteen (15) years of service – six and a half percent (6.5%) of annual base salary paid annually as a lump sum bonus
  - 3. **Longevity Allowance for employees hired prior to January 1, 2002 only:** Upon completion of twenty (20) years of service – ten percent (10%) of annual base salary paid annually as a lump sum bonus
- B. Longevity shall not be calculated with the employee's wage, but will be maintained as a separate benefit.
- C. Effective October 1, 2013, annual longevity payments shall be made the first pay period of December based on the employee's continuous years of service as a City of Coconut Creek Police Officer/Trainee/Corporal/Sergeant as of November 30<sup>th</sup> of that year.
- D. Effective October 1, 2013, upon retirement after completing at least 25 years of service with the City and/or normal or disability retirement, as defined by the Florida Retirement System (FRS) pension plan requirements, employees shall receive a longevity payment based on the percentage for which the employee would be eligible on the next longevity eligibility date, prorated based on the number of full months since the prior longevity eligibility date, provided the employee requests such payment at least 15 calendar days prior to retirement by sending an email to the Human Resources & Risk Management Department and the Finance Department's payroll personnel.

9.2: **Retirement Plan:** All employees covered by the Agreement shall be participants in the Retirement Plan as identified by the City Commission.

- A. All employees shall be members of the State of Florida Retirement System (FRS), unless membership is prohibited by the FRS. The City's and employees' contributions, as well as the age and years of service required for early and normal retirement, shall be as prescribed by the FRS.

- B. Effective October 1, 2011, employees who were employed continuously by the City as of October 1, 2011 and who are required to contribute three percent (3%) to the FRS shall receive a three percent (3%) City contribution to the ICMA 457 Deferred Compensation Plan, contributed on a bi-weekly basis. If the mandatory FRS employee contribution is reduced or eliminated, the 457 contribution shall be reduced proportionately or eliminated. If the City's required FRS contribution exceeds 20.25%, the 457 contribution shall be decreased or eliminated so that the combined City payment does not exceed 23.25% of eligible compensation. If the City's required FRS contribution reaches or exceeds 23.25%, the 457 contribution shall cease and shall not be reinstated even if the City's required FRS contribution is subsequently reduced.
  
- C. Upon retirement after completing at least 25 years of service with the City and/or normal or disability retirement, as defined by the Florida Retirement System (FRS) pension plan requirements, employees shall be issued a City ID Card, their service weapon, and a retirement badge.

9.3:

**Insurance Program:**

- A. 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:
  - 1. Health and Accident Insurance (including major medical)
  - 2. Life Insurance
  - 3. Accidental Death & Dismemberment Insurance
  - 4. 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.

**B. Medical Insurance Contributions:**

- 1. The City shall pay 100% for Employee Only coverage on the lowest premium plan, the High Deductible Health Plan (or equivalent plan). Employees selecting Employee Only coverage on a plan with higher premiums shall pay the balance.
  
- 2. The City shall pay 72% of the total premiums for employees electing spouse/child(ren)/family coverage based on the lowest premium plan, i.e., the HDHP or equivalent plan. Employees selecting coverage on a plan with higher premiums shall pay the balance.



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 9.4 below.
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 final pay rate prior to any across the board wage adjustment for the upcoming plan year; 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
5. Medical Insurance Opt-Out Payment:
  - a. Effective Fiscal Year 2017, employees who opt-out of the City's group medical insurance plan shall show proof of other coverage and shall receive an annualized stipend of \$4,000, prorated and paid through the biweekly payroll.
  - b. Effective Fiscal Year 2018, employees who opt-out of the City's group medical insurance plan and who meet the federal legislative requirements for a "conditional opt-out payment" (i.e., provides reasonable evidence at least annually that they and all members of their tax family have minimum essential coverage from an alternate group plan, e.g., a spouse's or parent's plan, a union plan, Medicare or Medicaid, Tricare, Champus, or Florida Kid Care) shall continue to receive the annualized \$4,000. However, those who enroll in individual or marketplace plans or do not otherwise meet the requirements for a conditional opt-out payment shall not be eligible for any opt-out payment. If the federal legislation affecting conditional opt-out payments changes, either party may request a

reopener of this Article within thirty (30) days of the effective date of the change.

C. 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.

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

E. **Retirement Health Insurance Program:**

1. Group Insurance Plan Continuation Eligibility - The Retirement Health Insurance Program provides for a one-time election for employees who were enrolled in the City's health insurance plan immediately preceding retirement to continue participation in the group insurance plan. Eligibility for continuing participation in the group insurance plan is defined as retirement with at least 55 years of age and 10 years of City service, retirement at any age with 25 years of City service, or retirement as defined by Chapter 112.0801 Florida State Statutes. The retiree shall be responsible for paying the prevailing insurance premiums by the due date, and failure to make payments in a timely manner shall be cause for cancellation of participation in the group insurance plan. Coverage may not be reinstated once it is cancelled for any reason.

2. Retirement Medical Compensation Program

a. The Retirement Medical Compensation Program provides a stipend to retirees who retire with at least 55 years of age and 10 years of City service or at any age with 25 years of City service, who were hired as a City of Coconut Creek Police Officer/Trainee/Corporal/Sergeant prior to January 1, 2002, payable as follows:

i. Retirees who opt to continue participation in the City's group medical insurance plan shall receive the stipend equivalent to three hundred dollar (\$300) per month until such time that he/she is no longer enrolled in the group health insurance plan or he/she reaches the prevailing Medicare eligibility age, whichever comes first.

ii. Retirees who do not participate or do not continue participation in the City's group health insurance plan immediately upon retirement shall receive a one-time taxable lump sum payment

upon retirement equivalent to two hundred dollars (\$200) for each month between retirement and the month he/she would turn age 65.

- b. Individuals retiring during the term of this Agreement shall receive no more than the amounts detailed in this Agreement.
- c. 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 while employed by the City. 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 retirement with at least 55 years of age with 10 years of City service or any age with 25 years of City service. Employees are eligible to use vested funds for eligible expenses upon separation from City employment.

9.4:

**Education and Incentive Pay:**

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. Voluntary Educational Reimbursement Program:

- 1. 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.
- 2. 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.

3. 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.
4. 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 College or Florida Atlantic University, whichever is applicable.
5. 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 within fifteen (15) calendar days. 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.
6. 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.

7. 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.

B. 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.

9.5:

**Fitness Program:**

The City agrees to make the use of the City's Fitness Center free of charge for employees who provide to the Human Resources Department documentation that they have received an annual physical exam during the previous twelve (12) months. Free membership shall be suspended until such documentation is provided each year.

## ARTICLE 10

### LEAVE BENEFITS

10.1:

#### Sick Leave:

- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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.

- F. Upon permanent separation from the City, an employee or the employee's designated beneficiary will be paid for accumulated sick leave at the employee's rate of pay upon separation as follows:
1. Death – One hundred percent (100%)
  2. Retirement or resignation after completion of twenty (20) years of service – One hundred percent (100%)
  3. Retirement or resignation after completion of fifteen (15) years of service, but less than twenty (20) years of completed service – Seventy-five percent (75%)
  4. Retirement or resignation after completion of three (3) years of service, but less than fifteen (15) years of service – Fifty percent (50%)
  5. Retirement or resignation with less than three (3) years of service - no payment of accrued sick leave.
  6. Termination by City or Separation Not in Good Standing as defined in Article 8 - no payment of accrued sick leave regardless of years of service.
- G. Sick leave shall not be considered a right which an employee may use at his/her discretion. An employee may only use sick leave for his/her personal or immediate family member's illness, injury, or disability, including pregnancy-related illness or disability; other forms of leave may only be used for these purposes once sick leave has been exhausted. No more than sixty (60) 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 Sub-section H.2. below or who takes approved Family and Medical Leave for the sickness of the immediate family member.

In order to be granted sick leave with pay, an employee must meet the following conditions:

1. 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 or licensed psychologist 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.

2. Permit such medical examination, nursing visit, or inquiry which the Department deems desirable.
3. File a written request for such sick leave on the form and in the manner prescribed immediately upon return to work.
4. 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 or licensed psychologist, 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 and Risk Management Department.
5. 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.
6. 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 2, Section 2.1, Just Cause.
7. 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.



H. Donation of Accrued Sick/Vacation Leave

1. 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 or her. 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.
2. 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.
3. 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 or licensed psychologist 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 or licensed psychologist's certification and shall ascertain that the requirements of Sub-section 2. 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 19 of this Agreement, commencing with Step 3.
4. 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 Sub-section E. below.
5. 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.

6. Any excess donations received but not used due to early recovery, resignation, retirement or death 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.
  7. 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.
  8. 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.
- I. 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 9, Section 3.

10.2: **Bereavement Leave:**

- A. Employees covered by this Agreement may request Bereavement Leave by filing of appropriate Leave Request with the Chief of Police. Bereavement Leave may be granted for a period not to exceed four (4) working days per occurrence, in the event of a death in his/her immediate family for the purpose of attending the funeral or should it be necessary for the employee to attend to the funeral arrangements of the deceased.

- B. 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, personal leave, or compensatory time if accrued, or to leave without pay if no paid leave is available.
- C. The Chief of Police may require proof of a death in the immediate family before compensation is approved and paid.

10.3: **Military Leave:**

Any employee who presents official orders requiring his/her attendance for a period of training or other active duty as a member of the United States Armed Forces or the State of Florida National Guard shall be entitled to military leave, with no loss of pay, for a period not to exceed two hundred forty (240) hours annually, or such period provided by Federal and/or State law, in addition to any pay received from the Federal or State government. 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. The appropriate provisions of Federal and State laws shall be applicable insofar as it relates to the reemployment of public employees granted leave of absence on active military duty.

10.4: **Vacation Leave:**

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

<b>Complete Years of City Service</b>	<b>Vacation Accrued</b>
Fewer than five (5) years	.0385 hours per regularly scheduled paid hour
Completion of five (5) years	.0577 hours per regularly scheduled paid hour
Completion of ten (10) years	.0770 hours per regularly scheduled paid hour
Completion of fifteen (15) years	.0962 hours per regularly scheduled paid hour

Effective October 1, 2011, the following two (2) accrual tiers are available only for employees hired as City Police Officer/Trainee/Corporal/Sergeant prior to October 1, 2011:

Twenty (20) years or more, .1154 hours per regularly scheduled paid  
if reached prior to October 1, 2017 hour

Twenty (20) years or more, .1058 hours per regularly scheduled paid  
if reached on or after October 1, 2017 hour

- B. 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> (to be changed to November 1<sup>st</sup> effective FY18) of each fiscal year. The City Manager may, at the request of the Chief of Police, increase an employee's maximum vacation accumulated amount. Once the maximum accumulation has been reached as of the last day of the pay period including October 1<sup>st</sup> (to be changed to November 1<sup>st</sup> effective FY18), no further accumulation shall occur until the vacation leave balance is less than the maximum accumulation permitted.
- C. Vacation leave shall be accrued from date of employment, but may not be granted in advance of being actually earned.
- D. Vacation leave may be used to supplement sick leave due to sickness or injury only after sick leave has been fully exhausted.
- E. The period selected by an employee for his/her vacation leave must have prior approval of the Chief of Police or designee, which approval shall not be unreasonably withheld.
- F. An employee cannot be paid in lieu of taking his/her vacation, except upon separation or enrollment in the Florida Retirement System's (FRS) Deferred Retirement Option Program (DROP).
- G. 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 & Risk Management Department a doctor's or licensed psychologist certificate, such time charged to sick leave shall not be charged against the employee's accrued vacation.
- H. The Police Department's Procedure to schedule vacation will continue during the term of this Agreement.
- I. 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.

- J. In the event that a death in the family occurs while the employee is on vacation, the employee shall be entitled to bereavement leave, as provided for in this Agreement, provided the employee notifies the Chief of Police of such circumstances prior to the end of the vacation period. Time charged to bereavement leave shall not be charged against an employee's vacation time.
- K. 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, not to exceed 400 hours less any hours paid upon entering DROP. Vacation pay will be at the employee's hourly rate of pay.
- L. Employees entering the FRS DROP shall be afforded a one-time election to get paid out for 240 hours of accrued vacation (or the full balance if less than 240 hours) in order for the pay to be calculated into the average final compensation, pursuant to FRS and Florida Statutes requirements. To be eligible to participate, employees shall submit the request via email to the Human Resources & Risk Management Department and the Finance Department's payroll personnel immediately upon submission of the DROP paperwork.

10.5: **Holidays and Personal Leave:**

- A. There shall be ten paid holidays and 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 Day
  - 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
- B. Employees shall be granted twenty-four (24) hours per year of Personal Leave 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.

- C. 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.
- D. 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 hours of vacation leave required for the time off may be reduced by, , said holiday hours, at the employee's option.
- E. 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.
- F. 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.
- G. 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 compensated at straight time for the holiday.
- H. It is further agreed that a holiday will equal 8.5 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 4.25 hours each, whether or not the employee actually works those days.
- I. Employees who are scheduled to work on the holiday and are approved the holiday off may use accrued paid vacation, compensatory, or personal leave for the holiday off, and by doing so shall be additionally compensated at straight time for said holiday, not to exceed the hours set forth above in Section H. If the employee chooses not to use accrued paid vacation, compensatory, or personal leave for the holiday off, he/she shall receive holiday pay pursuant to Section H above.

10.6:

**Leave of Absence:**

- A. Leave for a period not to exceed twelve (12 months), which may include combined approved paid leave and leave without pay may be granted to employees covered by this Agreement for sickness, disability, or other good and sufficient reasons which are considered to be in the best interests of the City.

- B. The Chief of Police may authorize up to thirty (30) days leave without pay to an employee of the Police Department.
- C. The City Manager may authorize additional leave, with or without pay, for up to a total of one (1) year, and approval shall not be arbitrarily and capriciously denied.
- D. Seniority and service time for longevity pay and vacation benefits shall not be lost while an employee is on leave without pay, with the exception, however, that an employee on leave without pay for more than thirty (30) consecutive days shall have his/her longevity paid on a prorated basis, based on the number of full months worked, for the year(s) during which the leave of absence occurred.
- E. Employees on leave without pay will not accumulate sick leave or vacation leave during their leave without pay and shall not be eligible for holiday pay, City insurance contributions or insurance opt-out payments, unless required by the Family & Medical Leave Act.
- F. Employees on leave may not work for another employer during their leave unless such employment is part of the purpose of the leave. The determination of appropriate employment while on leave without pay shall rest solely with the City Manager.
- G. If the request for a leave of absence is for an FMLA-qualifying reason, the employee must file for FMLA leave and provide the documentation required pursuant to the City's FMLA policy, and any approved FMLA would run concurrently with the leave of absence, so that the total leave of absence, including the FMLA leave, does not exceed 12 months.
- H. An employee on an unpaid leave of absence shall, if he/she so desires, be permitted to make his/her own and the City's regular contributions to the insurance program in order to maintain insurance benefits during the leave of absence. Failure to do so may result in cancellation of applicable coverage.

10.7:

**Occupational Disability Leave:**

- A. Definition - authorized absence from work due to injury or sickness incurred while on duty and directly related to work performed, excluding negligence on the part of the employee.

- B. Negligence - shall be defined as any action which is taken that is not necessary in the actual performance of duty. Sick leave accumulation shall be used in cases of negligence.
- C. Temporary Disability Benefits – Statutory required benefits which compensate an injured worker for lost wages due to a work-related injury or illness. The two types of temporary disability benefits that an employee may be entitled to during recovery to make up for some of the lost wages are as follows:
1. Temporary Total Disability (TTD) Benefits – Shall be determined by the workers’ compensation healthcare provider and refers to a work-related injury or illness that is anticipated to be temporary in nature but prevents the employee from working in any capacity.
  2. Temporary Partial Disability (TPD) Benefits - Shall be determined by the workers compensation healthcare provider and refers to a work-related injury or illness that is anticipated to be temporary in nature but allows an employee to return to work with restrictions. Employees are only eligible for this benefit if they are unable to earn 80% of the wages they were earning at the time of the accident that led to their injury or illness.
- D. Maximum Medical Improvement (MMI) – Shall be determined by the workers’ compensation healthcare provider, and refers to the determination that further recovery from, or lasting improvement to, an injury or illness can no longer reasonably be anticipated, based upon reasonable medical probability.
- E. Occupational Disability Leave Eligibility: An employee who is eligible for Temporary Total Disability workers’ compensation benefits shall be eligible to use paid Occupational Disability Leave (ODL) as follows:
1. Day one (1) through day fourteen (14) from the date of injury- Paid ODL for 100% of regularly scheduled hours. The Human Resources Director may extend this period of full compensation if the worker’s compensation insurance provider has been unsuccessful in scheduling the employee’s first appointment during this period.
  2. Day fifteen (15) (unless delayed pursuant to Section 1 above) from the date of injury until the applicable termination date set forth below in Section 10.7.E.8 – Paid ODL for 75% of regularly scheduled hours. Employees shall utilize sick leave, followed by vacation leave or any other leave time they have accumulated, to supplement their pay under this section up to a maximum of one hundred (100%) of the employee's regularly scheduled hours in effect at the time of sickness/injury.



3. Any member injured while taking “Active On-Duty Action” as defined in Section 10.7.E.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 benefits and paid ODL for 100% of the regularly scheduled hours. Following the above noted ninety (90) day period, the injured member will receive paid ODL for seventy-five percent (75%) of the employee’s regularly scheduled hours prior to injury, which shall continue until the applicable termination date set forth below in Section 10.7.E.8. If an employee is released to light duty and refuses to return to light duty, the additional “Active On-Duty Action” benefit extension shall cease.
4. “Active On-Duty Action” shall be defined and limited to those situations in which an employee is actively taking police actions. Such actions include:
  - a. Directing Traffic
  - b. Making an arrest
  - c. Chasing a suspect on foot or while operating a vehicle
  - d. Struggling or fighting with a suspect
  - e. Responding to an emergency where the arrival time is critical to resolution of the incident
  - f. Actively fighting a fire or emergency rescue operations
  - g. Required and scheduled City-supervised training activities

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

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

The above lists are not all encompassing. Each incident shall be reviewed on a case by case basis and the Human Resources Director or designee shall determine if the incident is considered an “Active On-Duty Action.”

5. Employees shall utilize sick leave, followed by 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 regularly scheduled hours.
6. Because ODL is paid instead of the statutory workers’ compensation temporary disability benefit, and is intended to provide at least the amount of compensation provided by the Florida Workers

Compensation statutes, any and all temporary disability benefits payments for lost wages shall be assigned to the City. In the event that the ODL pay is less than the payment required by statute, the City shall pay the difference through payroll.

7. ODL shall be paid at the hourly rate (to include any applicable shift differential and assignment pay) in effect at the time of absence, with adjustments made for subsequent pay changes, such as pay-for-performance, cost of living adjustments, or position changes.
8. The Occupational Disability Leave benefit shall be paid during the period that the employee remains employed with the City and is eligible for TTD benefits per statute, which is expected to end at the point that the first of the following events occurs:
  - a. The employee is no longer eligible for Temporary Total Disability benefits by the workers' compensation provider; or
  - b. The employee reaches Maximum Medical Improvement (MMI) (this event alone shall not end paid ODL for Active On-Duty Actions; or
  - c. The employee is released to regular or light duty work; or
  - d. The employee separates from employment with the City.
  - e. As a condition of eligibility for Occupational Disability Leave, the employee shall comply with the City's instructions regarding medical treatment and follow-up with the approved workers compensation healthcare provider, and shall return to regular or light duty once the employee is released to regular or light duty in the opinion of the workers compensation healthcare provider. If such employee refuses to comply with the City's instructions regarding his/her claim, or refuses to return to regular or light duty, the benefit shall cease.
  - f. Upon termination of eligibility for paid Occupational Disability Leave, or upon separation of employment for any reason, the employee shall retain all statutory benefits provided for under workers' compensation law.
  - g. Upon termination of eligibility for paid Occupational Disability Leave, the employee shall be required to use accrued sick leave or other type of appropriate leave if sick leave has been exhausted, for medical appointments or other necessary leaves of absence. The employee may be permitted to use PBA Time Pool

time for medical appointments, pursuant to the PBA Time Pool provisions.

9. The employee shall be required to cooperate in the treatment as prescribed by the City's designated worker's compensation healthcare provider(s) in order to obtain maximum medical improvement or recovery.

10.8: **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 Insurance:** The City shall provide employees with STD in an amount equivalent to 70% of their regularly scheduled hours up to a maximum benefit of \$1,250 per week. This benefit shall be provided at no cost to the employee.
- C. **Coordination of benefits with Sick, Vacation or Other Authorized Leave:** Any employee who is on non-occupational disability leave, as defined above, shall receive an amount equivalent to 70% of their regularly scheduled hours up to a maximum benefit of \$1,250 per week in STD insurance payments. Employees shall use sick or other authorized leave if sick leave is exhausted to receive up to the maximum of one hundred percent (100%) of their regularly scheduled hours at the time of injury/sickness. In no event shall an employee be permitted to receive more than one hundred percent (100%) of their regularly scheduled hours in effect at the time of the injury/sickness.

10.9: **Temporary Light Duty Policy:**

Sworn personnel shall be eligible for Temporary Light Duty, with the following parameters:

- A. Temporary Light Duty assignments shall be granted for up to six (6) months from the date the employee's ability to perform work becomes restricted due to an injury or health condition, or recovery from treatment or surgery (excluding cosmetic surgery that would not otherwise be considered a serious health condition as defined by the Family & Medical Leave Act), provided the City has received a written statement from a qualified healthcare provider documenting that the employee is capable of performing a Light Duty assignment with the expectation that the employee will be released to unrestricted duty in the foreseeable future.
- B. The Chief of Police may authorize extensions of Light Duty assignments in one-month increments, not to exceed three (3) months unless further

extension is necessary to comply with the Americans with Disabilities Act, taking into consideration the continuation of a favorable prognosis for pending release to unrestricted duty and the continuing availability of an appropriate Light Duty assignment. Such decision to extend or not extend Light Duty assignments is at the Chief of Police's sole discretion with the City Manager's approval, and shall not be subject to grievance by any employee.

- C. Once an employee who has been granted a Light Duty assignment is released to unrestricted duty, the employee is not entitled to further Light Duty assignments for additional periods of restriction (e.g., due to flare ups or subsequent surgeries/procedures) related to the original incident/injury.
- D. An employee performing a Light Duty assignment shall not receive Special Assignment or Shift Differential premium pay while not actively working an assignment/shift eligible for such premium pay. Exception: An employee who incurs an "Active On-duty Action" injury, as defined in Section 10.7.E.4 of this Agreement, shall receive any Assignment Pay or Shift Differential for which he/she was receiving immediately prior to the injury, for the first 90 days following the injury.
- E. An employee performing a Light Duty assignment shall not be permitted to work overtime or Special Detail assignments.
- F. The Temporary Light Duty policy does not guarantee continued employment for any period of time in situations when employment may otherwise be terminated (i.e., offers no protection against termination for just cause, layoff, etc.).

10.10: **Family and Medical Leave Act (FMLA)** - 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.

10.11: **Administrative Leave**

Any bargaining unit employee may be placed on Administrative Leave 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, or pending an internal or criminal investigation). Administrative leave shall be paid, except an employee charged with any felony may be placed on Administrative Leave without pay pending final disposition of the charge. If the employee is found "not guilty" on such charge(s), he/she shall be eligible for reinstatement with back pay for the period of the Administrative Leave without pay. Administrative Leave may not be used for matters of a disciplinary nature.

Employees on paid 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 13.2.

10.12:

**Compensatory Time**

- A. With the exception of extenuating budgetary or operational needs, overtime shall typically be compensated in the form of overtime pay. However, employees may request to earn compensatory time at the rate of one-and-a-half times the hours worked in lieu of overtime pay, in accordance with the Fair Labor Standards Act, subject to the Chief of Police's approval.
- B. Effective in Fiscal Year 2017, employees may accrue up to a maximum of 280 hours compensatory time, not to exceed the maximum amount allowed by law. During Fiscal Year 2017, any balance in excess of 280 hours shall be reduced by payment to the employee down to 400 hours. During Fiscal Year 2018, any balance in excess of 280 hours shall be reduced by payment to the employee down to 340 hours. During Fiscal Year 2019, any balance in excess of 280 hours shall be reduced by payment to the employee down to 280. All payments shall be made at the hourly rate of pay in effect at the time of payment, or the amount required by the Fair Labor Standards Act, whichever is higher.
- C. Upon submission of a retirement letter, during the employee's final year of service, employees may be permitted to earn compensatory time in excess of 280 hours only in the event that overtime opportunities are offered solely for compensatory time.
- D. Compensatory time shall be utilized at the request of the employee upon reasonable, advance notice, subject to the approval of the Chief of Police.
- E. Pursuant to the Fair Labor Standards Act (FLSA), upon separation from the City for any reason, the employee shall be paid all compensatory time accrued at the employee's final rate of pay or the average rate of pay for the last three (3) years, whichever is higher.
- F. Upon selection for promotion to Police Lieutenant or other position that is exempt from the FLSA overtime provisions, employees shall be paid all compensatory time accrued at the employee's final rate of pay as a Sergeant, or the rate required by the FLSA, whichever is higher.

## **ARTICLE 11**

### **EVALUATIONS**

11.1: 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.

11.2: 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 promotion anniversary date and every year thereafter during their term of employment with the City.
- B. Probationary Employees - Quarterly, from date of promotion until completion of probation. The form and/or procedure shall be maintained during the term of this Agreement.

11.3: 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 no later than thirty (30) days after the employee's anniversary 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 through the chain of command 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 (except that quarterly evaluations are not required to be reviewed or signed by the City Manager), and then placed in the employee's permanent personnel file.

11.4: Pay for Performance Increase

Effective on each anniversary date of the promotion to Sergeant, 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%

11.5: 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.

11.6: 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. If any changes to the evaluation form, scoring, or

process create a potential impact on employees' ratings, either party may request a re-opener of this Article prior to the new form, scoring, or process being implemented.



## ARTICLE 12

### WAGES

12.1: 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.

12.2: Pay Scale and Wage Adjustments

- A. Fiscal Year 2017 – Effective October 2, 2016, there shall be an across the board pay scale and wage increase of one and four tenths percent (1.4%).
- B. Fiscal Year 2018 – Effective October 1, 2017, there shall be an across the board pay scale and wage increase of two percent (2%).
- C. Fiscal Year 2019 – Effective September 30, 2018, there shall be an across the board pay scale and wage increase of a two percent (2%).

12.3: 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, except that Police Sergeants shall reach the maximum of the pay scale no later than five (5) years after date of promotion to Sergeant. The pay scale for Sergeant increases as specified in Section 12.2. An individual member's wages shall increase in any year by a combination of the pay scale increases specified in Section 12.2 and the Pay for Performance Increase specified in Section 11.4.

## ARTICLE 13

### HOURS OF WORK, OVERTIME AND SUPPLEMENTAL COMPENSATION

- 13.1: 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 time shall be compensated at one and one-half (1 ½) times the employee's regular straight time of pay. Authorization for overtime must be requested prior to working the overtime, if possible. However, authorization may be given after the time worked, and will not unreasonably be withheld.
- 13.2: 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. Nothing herein shall require the payment of straight time or time and one-half when an insubstantial amount of time is worked in excess of the length of the employee's normal shift. For the purpose of this Article, an insubstantial amount of time shall be considered any period of time less than eight (8) minutes.
- 13.3: **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.
- 13.4: **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 hourly rate or at the request of the employee and subject to the Chief of Police's approval, the equivalent in compensatory time. If the call-back exceeds three (3) hours, the employee shall remain in overtime status and shall be compensated for the total actual hours worked at the rate of time and a half (1 ½). If while working on the call-back, the employee receives a subsequent call-back, the employee shall remain in overtime pay status and shall be paid for the total hours worked. If after the first call-back, the employee returns home and is subsequently called-back, after three (3) hours since the original call began, a new three-hour minimum shall begin. However, if the time is contiguous to the employee's regular work shift or the employee is called back to rectify his/her own error, the employee will be paid at the rate of time and one-half his/her regular pay rate only for the actual time worked. Time spent responding to a phone call or other work that does not require the employee to report to a worksite does not constitute a call-back and shall not be eligible for the three (3) hour minimum.

13.5: **Court time** - Should it be necessary for an employee to appear in court, at a deposition, or a statement session while off duty as a result of the employee's official conduct on duty, not on or contiguous to 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.

13.6: **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 13, Section 10.

13.7: **Temporary Assignment** - Employees covered by this Agreement who are temporarily assigned to a higher rank 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 serving at least one (1) week in the temporary assignment. This provision does not include temporary assignment due to an employee on vacation.

13.8: 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 overtime roster.

13.9: **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.

13.10:

**Shift Differential:**

Effective October 1, 2007, to compensate for the removal of standby pay, bargaining unit members regularly assigned to the Alpha 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 Alpha shift if it is not their regularly assigned shift.

## **ARTICLE 14**

### **COMPENSATION FOR MEALS OUT OF CITY**

- 14.1: 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.
- 14.2: 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, Palm Beach, and Miami-Dade Counties.
- 14.3: Broward, Palm Beach, and Miami-Dade Counties are considered 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 this tri-county area.

## ARTICLE 15

### PROBATION/PROMOTION

- 15.1: 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.
- 15.2: 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.

## ARTICLE 16

### SENIORITY AND TRANSFER

- 16.1: 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's Police Department.
- 16.2: 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.
- 16.3: When determining shifts, days off, and vacation schedules, classification seniority shall be considered, but shall not be the determining factor.
- 16.4: The number of bargaining unit positions shall not be reduced below the current level of thirteen (13) 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 17

### INTERNAL INVESTIGATIONS AND OBLIGATIONS TO THE PUBLIC

- 17.1: The parties recognize that the security of the City and its citizens depends to a great extent upon the manner in which the employees covered by this Agreement perform their various duties. Further, the parties recognize that the performance of such duties involves those employees in all manner of contacts and relationships with the public and out of such contacts and relationships questions may arise or complaints may be made concerning the actions of employees covered by this Agreement. Investigation of such questions and complaints must necessarily be conducted by, or under the direction of, department supervisory officials whose primary concern must be the security of the City and the preservation of the public interest.
- 17.2: Letters of reprimand shall be shown to the 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.
- 17.3: In order to maintain the security of the City and protect the interests of its citizens, the parties agree that the City must have the unrestricted right to conduct investigations of citizens' complaints and matters of internal security; provided, however, that any investigative interrogation of an employee covered by this Agreement relative to a citizen's complaint and/or matter of internal security shall be conducted in accordance with the law enforcement officers' bill of rights as set forth in Chapter 112, Florida Statutes.
- 17.4: 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 employee's actions were justified, lawful and proper.
- 17.5: Internal investigations and any findings of **not sustained, unfounded or exonerated** shall not be placed in an employee's regular personnel file, unless



otherwise required by law. 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.

## ARTICLE 18

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

18.1: City Administrative Orders and Police Department General Orders

- A. The City of Coconut Creek Administrative Orders and Police Department General Orders, 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 an electronic copy of the General Orders 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 or digitally acknowledge 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.

18.2: General Discipline and Control.

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

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

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

11.3: General Provisions.

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

11.4: Non-Disciplinary Remedial Actions

The City desires to facilitate employees' successful performance and behavior. In many cases, a non-disciplinary approach is appropriate as a preliminary corrective measure. Such measures are not considered discipline and may not be grieved or arbitrated. Examples of such measures may include, but are not limited to:

- A. Coaching or counseling
- B. Training
- C. Performance Improvement Plan

## ARTICLE 19

### **GRIEVANCE AND ARBITRATION PROCEDURE**

- 19.1: 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 (i.e., non-disciplinary matters) and grievances involving termination, demotion, 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 7.
- 19.2: 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.
- 19.3: All reference to “days” stated in this Article shall mean calendar days.
- 19.4: Grievances not related to suspensions, demotions, or terminations (i.e., grievances concerning written reprimands or the application or interpretation of this Agreement) 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/her 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 or a representative of the PBA and submitted to the Chief of Police or his/her designee within ten (10) days of the Step 1 meeting.

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 or the PBA shall have the right to appeal the Chief of Police's decision to the City Manager or his/her 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 modified or reversed. The City Manager or his/her 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.

- 19.5: If the grievance is in response to a disciplinary action, except as described in section 19.6 below, the employee shall present the grievance directly to the individual issuing the discipline, which may result in prior steps being bypassed.
- 19.6: 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 by the PBA 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.
- 19.7: This grievance procedure shall be the sole and exclusive method of resolving any dispute concerning non-disciplinary matters regarding the interpretation or application of any provision of this Agreement or any disciplinary matter involving termination, suspension or demotion taken against any member covered by this Agreement.
- A. In the event the grievance procedure is utilized to pursue a grievance over a disciplinary matter concerning a member's termination, 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.
- B. In the event the grievance procedure is utilized to pursue a grievance regarding any non-disciplinary matter (i.e., an interpretation or application of any provision of this Agreement), the PBA shall have the exclusive right to take such grievances to arbitration, and the City shall not be obligated to proceed to arbitration on any non-disciplinary matters for which the employee is not represented by the PBA.

19.8:

Arbitration Process

- A. In the event a grievance processed through the grievance procedure set forth above has not been satisfactorily resolved, the PBA (or Employee, only in disciplinary matters concerning suspension, demotion, or termination) 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 PBA (or Employee, only in disciplinary matters) shall strike first. This procedure shall be tolled during the pendency of the mediation process, if any, contained in Section 19.10. Written reprimands are not appealable through the arbitration process. Employees receiving written reprimands shall have the right to place an explanatory statement as an attachment to 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.
  
- B. The City and the PBA (or Employee, only in disciplinary matters) 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.
  
- C. 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 subject only to the provisions of Chapter 682, Florida State Statutes.
  
- D. 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.

19.9: Expedited Arbitration

- A. Should the parties mutually agree, an expedited arbitration may be initiated. The Arbitrator shall be selected in accordance with section 10.8: 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 shall post hearing briefs be 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 sides, 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 provided that the award shall be reduced to writing and signed by the arbitrator as soon as possible following the hearing. 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.
- B. The cost of the expedited arbitration hearing will be equally divided between the PBA (or Employee, only in disciplinary matters) and the City. The expense of witnesses for either side shall be paid by the party producing such witness.

19.10: 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 19.8 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 of any impasse occurs or either party or the mediator deems the case inappropriate for mediation.
- F. Prior to mediation, both the City and the PBA (or Employee, only in disciplinary matters) 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, Fla. Stats., 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 119.071 (d)(1), Fla. Stats., 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, unless the agreement requires City Commission approval, in which case the agreement will not become binding until publicly approved by the City Commission. Said agreement shall be subject to the provisions of Chapter 119, Fla. Stats. If the charge(s) is not resolved through mediation, the parties may proceed to follow the provisions for arbitration.

## ARTICLE 20

### UNIFORMS AND SAFETY EQUIPMENT

- 20.1: 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.
- 20.2: Any employee who shall receive any damage to his/her personal equipment in the line of duty, shall have it replaced at no cost to the employee up to the limits described herein. Documentation of the damage shall be subject to incident investigation and shall be a prerequisite to payment of the cost involved by the City. It is agreed and understood that the term “personal equipment” as used in this paragraph shall be limited to prescription eyeglasses, 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.
- 20.3: 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%.
- 20.4: All Sergeants assigned to plain clothes regular work assignments shall receive a clothing allowance of \$750 per year, prorated and paid on a bi-weekly basis. Such funds are intended for the purchase of civilian clothing within the guidelines established by the Chief of Police.

20.5: Bargaining unit members shall be provided a cell phone stipend in the amount of \$75.00 per month, which shall be paid subject to normal payroll deductions/taxes. Employees receiving this stipend must maintain cell phone service, including e-mail and text service, and must respond to phone calls and emails related to City business in a timely manner. Employees who are provided this stipend must also provide the Chief of Police with their current cell phone number within two (2) days of activation or from any change. The City is not responsible for any charges or obligations that result from service agreements entered by the employees. The cell phones belong to the employees. Nevertheless, because the cell phones will be used for City business, the phone records, including monthly statements, may be subject to the requirements of the Florida Public Records Law, with the exception of any information that is considered exempt from public disclosure under such laws. Either party may request this Section be re-opened for negotiation in the event that measures that conflict with this Section are deemed necessary in order to most efficiently comply with Florida Public Records Law.

## ARTICLE 21

### TAKE-HOME VEHICLE POLICY

- 21.1: 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. All sworn employees residing in Broward, Miami-Dade, or Palm Beach Counties shall be eligible for a take-home vehicle.
  - B. Vehicles shall only be operated by the assigned employee.
  - C. Vehicles may not be withdrawn from an employee except for just cause.
  - D. Vehicles shall not be operated outside Broward, Miami-Dade, or Palm Beach Counties, except with the advance written permission of the Chief of Police.
  - E. 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.
  - F. Personal use is restricted to de minimis usage, pursuant to 26 C.F.R. §§1.274-5 and 1.274-5T (2010), as amended from time to time, provided such use shall be limited to the following:
    1. Marked Vehicles – Employees who are assigned marked vehicles shall use their vehicles to commute to and from work and shall be permitted to stop for personal errands along the commute; otherwise, off-duty use is limited to personal errands only within Broward County.
    2. Unmarked Vehicles - Employees who are assigned unmarked vehicles shall use their vehicles to commute to and from work; personal use is permitted during off-duty time within Broward County and the county of the employee's residence, provided such use is incident to law-enforcement functions, such as being able to report directly to a stakeout, surveillance site, or an emergency situation.
    3. Personal use for vacation or recreational trips is prohibited in both marked and unmarked vehicles.
    4. Employees who use their assigned vehicles for personal use, including commuting, are deemed to be in an unpaid on-call status and shall be prepared to render appropriate assistance and maintain readiness to respond during use of the assigned vehicle.

5. Employees who use their assigned vehicle for personal use, including commuting, are required to purchase an insurance rider to ensure coverage and to avoid personal liability in the event of an incident due to personal use for which the City's insurance carrier does not provide coverage. Failure to do so may result in the employee being personally responsible for paying personal injury and liability expenses. Proof of the personal liability insurance rider must be submitted to Risk Management prior to using the vehicle for commuting or other personal use.
6. Unless otherwise authorized by the Chief of Police or his/her designated Administrative Officer or Lieutenant, 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. Employees who are granted such permission shall carry and submit to Risk Management documentation of personal liability insurance sufficient to cover the passengers.

G. Any violation of the Take-Home Vehicle Policy shall be reason for disciplinary action and/or removal of the take-home vehicle.

21.2: Employees residing at least 50 miles from City limits shall not be eligible for a take home vehicle unless authorized by the Chief of Police for business necessity, in which case the employee shall be required to pay \$250 per month through payroll deduction to assist with the cost of gas, tolls, insurance, repairs, replacement, and wear and tear on the take home vehicle.

## **ARTICLE 22**

### **CIVIL SUITS**

- 22.1: 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.
- 22.2: 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 23

### **DRUG FREE WORKPLACE**

23.1: The City and the Union 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-On-the-Job Accident/Injury, Reasonable Suspicion, and Return-To-Duty & Follow-Up.

23.2: 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 or designee shall serve in the capacity of Drug Free Work Place (DFWP) 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 State Law for a Drug-Free Workplace.

Employees that are taking prescribed controlled substances must advise the DFWP Coordinator in writing and review the side effects of the drug with the DFWP Coordinator no later than the start of the first work shift following commencement of taking the prescribed controlled substance. To avoid unnecessary delays in employees reporting to work, initial notification may

be made orally to the DFWP Coordinator, or in his/her absence, to the Chief of Police or a designated Administrative Officer or Lieutenant, provided the documentation is submitted to the DFWP Coordinator as soon as administratively possible. At the City's request, the employee may be required to provide a signed document from the prescribing physician advising of the possible side effects or lack thereof. All requirements of this section also apply to subsequent dosage changes.

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

23.3: 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. 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 or misusing or abusing controlled substances or alcohol, on or off duty, provided by a reliable and credible source, which has been independently corroborated;
- 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; or



- 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.

- C. 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 up to four (4) times per year for two (2) years after the individual has been reinstated.
- D. 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.
- E. Post On-the-Job Accident or Injury - 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.
- F. Random – Random drug/alcohol testing may be conducted

23.4: 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 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's DFWP 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.
- 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 Florida Agency for Health Care Administration (ACHA) or United States Department of Health and Human Services (DHHS) certified laboratory to the City Medical Review Officer (MRO) or the City's DFWP 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 ACHA or 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 ensure the presence of a labor representative during testing.

23.5:

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 Part 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 (benzolecgonine), marijuana metabolites (delta-9-tetrahydrocannabinol-9-carboxylic acid), methaqualone, opiates, phencyclidine, methadone, and propoxyphene. 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 those set forth in Florida's Drug Free Workplace laws (Sections 440.101 and 440.102, Fla. Stats.) and the related sections of Florida's Administrative Code, which the parties recognize may be amended from time to time.

- 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.

- 23.6: Should an employee violate this drug and alcohol abuse policy, the City has just cause to discipline, terminate employment, or suspend the employee with or without pay, and may require the successful completion of a rehabilitation treatment program that is pre-approved by the DFWP Coordinator prior to reinstatement. These measures are taken in order to ensure that the employee is participating in a meaningful program that can result in reinstatement.
- A. 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.
  - B. If the employee feels that the City did not have just cause to discipline the employee for violating this article, the employee may grieve the City's decision following normal labor agreement procedures.
  - C. If the City chooses to suspend an employee while the employee submits him- or herself to a rehabilitation program rather than terminate the employee, 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 shall be completed within 90 days of the causal event, and the employee shall also actively participate in any ongoing follow-up treatment that is prescribed or recommended by the counselor.
    - 1. 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 DFWP Coordinator in order to ensure that the employee is participating in a meaningful program that can result in reinstatement.
    - 2. 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.
    - 3. 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. If the rehabilitation treatment provider will not provide information directly

to the City even with a consent form, or if the information provided is insufficient, the employee shall obtain a treatment status letter from the provider to provide to the City within fifteen (15) days of the City's request. The treatment status letter shall include dates of attended and missed appointments; provider's recommendations; status of treatment plan, i.e., participation or non-participation, and continuation or discontinuation of recommended plan of action; and fitness-for-duty status.

4. 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/her status changed from suspended to terminated at the end of this period.
5. 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.
6. 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.
7. 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.

23.7: The Federal 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.

- 23.8: Employees who voluntarily come forward and admit to abuse of legal and/or illegal drug use including alcohol and request assistance for their problem will be referred for rehabilitation following the guidelines of Section 23.6.C, 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. To be voluntary, the employee must come forward completely of his/her own accord in the absence of any pending discipline or investigation of said employee by the City. In addition, an employee will not be considered to have voluntarily come forward if coming forward was precipitated by a drug or alcohol related arrest.
- 23.9: A list of rehabilitation programs available in Dade, Broward, and Palm Beach counties is maintained by the Human Resources & Risk Management 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.
- 23.10: 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.
- 23.11: 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.

23.12: 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.

23.13: 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.

## ARTICLE 24

### **LABOR MANAGEMENT COMMITTEE**

- 24.1: 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.
- 24.2: 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 25

### **DURATION AND DISTRIBUTION OF THE AGREEMENT**

- 25.1: 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 October 1, 2016, and shall continue in full force and effect until September 30, 2019.
- 25.2: On or before April 1<sup>st</sup> of the final year of the Agreement term, the City and the Union shall exchange proposals, although failure to exchange proposals by the date set forth does not negate either party's right to negotiate revisions in the terms and conditions of the Agreement.
- 25.3: Negotiations shall commence no later than June 1<sup>st</sup>, unless mutually agreed to in writing.
- 25.4: The City agrees to provide four copies of the ratified Agreement to the Union and to post the entire Agreement on Coconet.

## **ARTICLE 26**

### **TOTAL AGREEMENT**

- 26.1: This Agreement shall be effective October 1, 2016, subject to ratification by the Employee organization and the City Commission of the City of Coconut Creek, Florida, and shall continue until September 30, 2019.
- 26.2: 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.
- 26.3: 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 27**

### **SAVINGS CLAUSE**

If any provision 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, which would supersede any provisions of this Agreement that are in direct conflict, 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.

**APPENDIX A: PAY SCALES**

The following pay scales represent base pay only and do not include additional shift or assignment pay for which employees may be eligible.

<b><u>October 2, 2016 - September 30, 2017</u></b>		
	<u>Hourly</u>	<u>Annual</u>
Minimum	38.55	84,193.20
Maximum	48.74	106,448.16
Effective October 2, 2016, the pay scale shall increase by 1.4%.		


<b><u>October 1, 2017 - September 29, 2018</u></b>		
	<u>Hourly</u>	<u>Annual</u>
Minimum	39.32	85,874.88
Maximum	49.71	108,566.64
Effective October 1, 2017, the pay scale shall increase by 2.0%.		

<b><u>As of September 30, 2018</u></b>		
	<u>Hourly</u>	<u>Annual</u>
Minimum	40.11	87,600.24
Maximum	50.70	110,728.80
Effective September 30, 2018, the pay scale shall increase by 2.0%.		

DATE APPROVED: December 8, 2014

RATIFIED BY PBA ON December 2, 2016

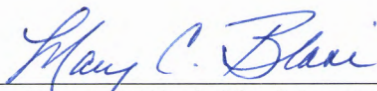
BROWARD COUNTY POLICE BENEVOLENT  
ASSOCIATION

  
\_\_\_\_\_  
Authorized Representative

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Authorized Representative

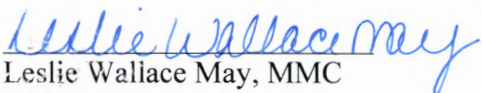
\_\_\_\_\_  
Authorized Representative

CITY OF COCONUT CREEK

By:   
\_\_\_\_\_  
Mary C. Blasi, City Manager

This 12<sup>th</sup> day of December, 2016

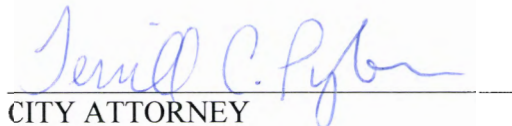
ATTEST:

  
Leslie Wallace May, MMC  
City Clerk

This 13<sup>th</sup> day of December, 2016

RATIFIED BY CITY COMMISSION ACTION ON December 8, 2016

APPROVED AS TO LEGAL FORM AND SUFFICIENCY BY:

  
\_\_\_\_\_  
CITY ATTORNEY