

COLLECTIVE BARGAINING  
AGREEMENT

Between

The City of Coconut Creek

and

The Police Officers' Unit

Represented By

The Broward County Police Benevolent  
Association

December 8, 2022 - September 30, 2025

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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 or Must: 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.

## **PREAMBLE**

This Agreement is entered into this 8th day of December, 2022, by and between Coconut Creek, Florida, hereinafter referred to as the "City" and the Broward County Police Benevolent Association, hereinafter referred to as the "PBA" or "Union." It is the purpose of this Agreement to establish an orderly and peaceful procedure for the settlement of differences that might arise between the parties and to provide for joint collective bargaining in the determination of wages, hours and other conditions of employment.

## ARTICLE 1

### **RECOGNITION**

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

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

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

*\* Effective October 1, 1997, the parties agreed that no additional employees would be promoted or appointed to the rank of Corporal, with the intent that the Corporal rank would be eliminated in time by attrition. The last Corporal retired during the Agreement ending September 30, 2022, and, therefore, most references to Corporals have been removed for the Agreement commencing on December 8, 2022. Corporals remain in the recognition pending the parties' submission and PERC's approval of a unit clarification.*

## ARTICLE 2

### MANAGEMENT RIGHTS

- 21: Except as otherwise provided by this Agreement, the PBA recognizes the unilateral rights and obligations of the City to perform certain functions. Those functions include, but are not limited to, the following and are grievable or negotiable only to the extent that the aforementioned specific limitations apply:
- A. To manage and direct all employees of the City and the Police Department and determine the standards and qualifications therefore;
  - B. To hire, lay off, rehire, promote, transfer, schedule, assign and retain employees in positions with the City;
  - C. To suspend, demote, discharge or take other disciplinary action against employees for just cause;
  - D. To maintain the efficiency of the operations of the City and the Police Department;
  - E. To determine the structure and organization of City government, including the right to supervise, subcontract, expand, consolidate or merge any department and to alter, combine, or reduce any division thereof;
  - F. To determine the number of all employees who shall be employed by the City, the job make up, activities, assignments and the number of hours and shifts to be worked per week including starting and quitting time of all employees subject to Article 13 (Hours of Work, Overtime, and Supplemental Compensation);
  - G. To determine the number, types, and grades of positions or employees assigned to an organizational unit, department or project, and the right to alter, combine, reduce, expand, or cease any position;
  - H. To determine internal security practices;
  - I. Control the use of equipment and property of the City;
  - J. Fill any job on an emergency or interim basis;
  - K. Formulate and implement departmental policy, rules and regulations; and
  - L. Introduce new or improved services, maintenance procedures, materials, facilities and equipment, and to have complete authority to exercise those rights and powers incidental thereto, including the right to make unilateral changes when necessary.

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

22:

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



## ARTICLE 3

### WORK STOPPAGES

- 3.1: There will be no strikes, work stoppages, slowdowns, boycotts, job actions, or refusal to perform assigned work by the employees covered under this Agreement. Informational picketing not in connection with, or in support of, or as an inducement to any of the above activities, is allowed. Notwithstanding the above, there shall be no picketing whatsoever in uniform by the employees covered by this Agreement.
- 3.2: Recognizing that Florida law prohibits the activities enumerated in Section 3.1 above, the parties agree that any member who participates in or promotes any of the aforesaid activities may be discharged or otherwise disciplined by the City.
- 3.3: It is recognized by the parties that the activities enumerated in Sections 3.1 and 3.2 above are contrary to the ideals of professionalism and to the Police Department's community responsibility. Accordingly, it is understood and agreed that in the event of any violation of this Article the City shall be entitled to seek and obtain legal and/or equitable relief in any court of competent jurisdiction.

## ARTICLE 4

### **PBA BUSINESS AND REPRESENTATION**

#### 4.1: PBA and City Representation:

- A. Neither party, in negotiations, shall have any control over the selection of the negotiating or bargaining representatives of the other party. The bargaining committee of the PBA shall consist of not more than four (4) representatives, including legal counsel. The PBA will furnish the City Manager with a written list of the PBA's bargaining committee prior to the first bargaining meeting and substitution changes thereto if necessary.
- B. Any employee members of the bargaining committee who are on duty during negotiation sessions may attend and participate in said sessions with no loss in pay if approved in advance by the Chief of Police or designee. Said approval may be granted only if the shift would still be adequately staffed and would not cause any overtime in the Department. Such approval shall be within the sole discretion of the Chief of Police or designee.
- C. The City will furnish the PBA with a written list of the City's bargaining representatives prior to the first bargaining session.

#### 4.2: PBA Business:

- A. The PBA may designate up to three (3) local PBA representatives. A representative may attend one (1) union meeting per two (2) months, and any other emergency meeting scheduled during contract negotiations, without loss of pay, and if approved in advance by the Chief of Police or designee. Said approval may be granted only if the shift would still be adequately staffed and would not cause any overtime in the Department. Such approval shall be within the sole discretion of the Chief of Police or designee.
- B. PBA Time Pool: The City agrees to establish a PBA time pool consisting of one (1) hour per member per year. The time pool may be used by the PBA representatives and members for attendance at PBA related functions such as state conferences, conventions, board meetings, legislative activities, 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 will not be unreasonably withheld. Each bargaining unit employee will fund one (1) hour per year to the time pool from accrued vacation leave, or from compensatory time if vacation leave is not available.

- C. Upon request to the Chief of Police and at the Chief of Police's sole discretion, one PBA representative who is an Executive Board Member of the Broward County PBA may be released from duty with pay to administer this Agreement and perform other work associated with PBA business, provided that the representative is subject to recall due to the operational needs of the City or the Police Department. Any decision by the Chief of Police not to release or to recall the PBA representative from duty to perform PBA business shall not be grieved by any employee or the PBA.
- D. The PBA agrees that there shall be no solicitation of City employees for membership in the PBA, signing up of members, collection of initiation fees, dues or assessments, meetings, distribution of PBA or affiliated PBA literature or any other solicitation activity of the PBA during the working hours of City employees; provided, however, that this Section shall not be construed to prohibit communication of official PBA business to members prior to the beginning of the work shift and after the regularly scheduled work shift and during the employee's meal period provided said communications do not occur at or on City property, except as provided for in subsection 4.2.F.
- E. The City will provide space for two bulletin boards, solely for the purpose of posting the following notices and announcements:
  - 1. Notices of PBA meetings;
  - 2. Notices of PBA elections;
  - 3. Notices of PBA appointments to office;
  - 4. Notices of PBA recreational and social affairs;
  - 5. PBA newsletter

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

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

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

## **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 of 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 of Coconut Creek shall be employed in any position with the City during the term for which elected. Said employee, after such election, shall resign.

## ARTICLE 6

### **DUES DEDUCTION**

- 6.1: Employees covered by this Agreement may authorize deductions for the purpose of paying PBA dues by executing an original form which shall be provided by the PBA and approved by the City. No authorization shall be allowed for payment of initiation fees, assessments or fines. Sworn officers above the rank of Sergeant who are not bargaining unit employees, and are not covered by this Agreement, shall be permitted to authorize dues deduction solely for the purpose of membership in the PBA for PBA benefits not related to the Collective Bargaining Agreement.
- 6.2: The PBA will initially notify the City as to the amount of monthly dues. Such notification will be certified to the City, in writing, over the signature of an authorized officer of the PBA. Changes in the PBA membership dues will be similarly certified to the City and shall be done at least thirty (30) days in advance of the effective date of such change.
- 6.3: Dues shall be deducted each pay period and the funds deducted shall be remitted to the PBA. In the event an employee's earnings within any pay period are not sufficient to cover dues, the employee shall pay dues directly to the PBA.
- 6.4: The PBA agrees to defray the cost of such dues deducted by payment of fifty cents (50¢) per employee initially enrolled, which shall be deducted from the dues deduction funds accumulated. Thereafter, if PBA changes the amount of dues deduction or deletes or adds to the number of members enrolled in dues deduction, it shall pay the City fifty cents (50¢) per change for each affected employee(s). Said monies shall be deducted from any dues accumulated on the first reimbursement to the PBA subsequent to the change.
- 6.5: The PBA agrees to save, indemnify and hold harmless the City against any and all claims, suits, orders, or judgments, of whatever kind or nature, brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article, provided that the City shall indeed have substantially complied with the provisions of this Article. This does not affect the grievance procedure as contained in Article 20 of this Agreement.

## **ARTICLE 7**

### **NON-DISCRIMINATION**

- 7.1: The City and the union oppose and shall not engage in discrimination against any employee covered by this Agreement on the basis of race, color, sex (including pregnancy, sexual orientation, or gender identity), religion, national origin, age (40 or older), disability/handicap, genetic information, veteran or service member status, marital status, political affiliation, or any other legally-protected class.
- 7.2: 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 in Section 7.1 above cannot be processed through the contractual grievance/arbitration procedure.
- 7.3: There shall be no discrimination against any employee covered by this Agreement solely because of membership, non-membership or office held in the PBA.
- 7.4: The City recognizes that pursuant to Section 447.301(3) Fla. Stat., employees covered by this Agreement shall have the right to engage in concerted activities not prohibited by law, for the purpose of collective bargaining or other mutual aid or protection, or to refrain from engaging in such activities.

## **ARTICLE 8**

### **GENERAL CONDITIONS**

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

8.2: Residence

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

8.3: Physical and Psychological Standards

- A. Physical and/or psychological examinations may be requested by the City, for an employee, at any time after the date of hire, at the discretion of the Chief of Police and subject to the approval of the City Manager. The examination shall be paid for by the City and it shall be at the City's discretion as to what the examination will include.
- B. Determination of physical and/or psychological fitness to perform the work of the position will be by a physician or licensed psychologist, as appropriate, designated by the Human Resources Director.
- C. When an employee of the City is reported by the examining physician or licensed psychologist to be physically and/or psychologically unable to perform the essential functions and duties of the employee's position, such employee, may, within five (5) working days from the date of the notification of such determination by the examining physician or licensed psychologist indicate, in writing, to the Human Resources Director the employee's intention to submit the questions of the employee's physical and/or psychological condition to a physician or licensed psychologist of the employee's choice at the employee's expense.
- D. In the event that there is a difference of opinion between the employee's physician or licensed psychologist and the City's physician or licensed psychologist, the City Manager, shall select a third physician or licensed psychologist to examine the employee.
- E. Subject to Article 20, Grievance & Arbitration Procedure, the City Manager shall have the final and binding authority based upon the agreement of a majority of two of the three physicians or licensed psychologists, to determine the physical and/or mental ability of the employee to perform the essential functions and duties of the employee's position. An employee determined to be physically or mentally unable to perform the essential functions and duties of the employee's position, with or without reasonable accommodation—shall be, as further reasonable



accommodation, offered reassignment to a vacant position, if one exists, provided, however, that the employee is otherwise qualified for the position, and able to perform the essential functions and duties of that position. In the event there are no positions available for which the employee is otherwise qualified and can perform the essential functions and duties, with or without reasonable accommodation, then the employee shall be placed in a layoff status pursuant to Article 17 of this Agreement, subject to recall only if the employee notifies the City during the layoff period of fit-for-duty and successfully passes pre-employment physical, psychological, drug, and background screenings as required by the City. Alternately, the employee may choose to voluntarily resign or, if eligible, retire from employment with the applicable benefits.

8.4: Separations of Employment:

- A. Upon separation of employment, employees may be responsible for repaying the City funds the City paid to or on behalf of the employee, as follows:
  - 1. Employees who voluntarily resign their employment with the City within two (2) years of their hire date must reimburse the City for all training costs incurred on their behalf.
  - 2. Other repayments shall be required under the terms and conditions identified in the applicable governing document, e.g., Section 943.16, Fla. Stat. for Police Academy, Article 9 of this Agreement for educational/tuition reimbursement, the Human Resources Policies and Procedures for the Police Officer Sign-on Bonus Program, and/or the Acknowledgement/Agreement signed by the Employee for any types of funds. The City may deduct the repayment to the extent permitted by law from any amounts due the Employee from the City at the time of employment separation, including wages or accrued leave payouts. In the event the employee's final paycheck is lesser than the amount owed and the employee fails to repay the City within thirty (30) days, any collection fees, attorney's fees, and/or court costs accrued in attempt to recover the funds shall be added to the repayment owed to the City. The City Manager has the sole discretion to forgive repayment due City or provide for a repayment plan if it is in the best interest of the City.
- B. Any employee separating service with less than two (2) weeks' notice, excluding separations resulting directly from a documented disability or other extenuating circumstance as approved by the City Manager, may be considered to have separated not in good standing.

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**

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

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

- A. The following payments are made annually:
  - 1. Upon completion of eleven (11) 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. 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 wage, but will be maintained as a separate benefit.
- C. 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/Sergeant as of December 31<sup>st</sup> of that year. Employees must remain employed through at least December 31<sup>st</sup> of that year, with the exception of subsection 9.1.D below, or shall otherwise be required to reimburse the longevity payment.
- D. Upon retirement after completing at least 25 years of service with the City, 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. Eligible employees are responsible for requesting such prorated eligibility by sending an email to the "Human Resources" email distribution list and to the "Payroll" email distribution list. Such payments shall not be processed once the employee's payroll account has been deactivated; therefore, employees should make such requests prior to separation and no later than fourteen (14) days following separation.

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

- A. All 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 prescribed by the FRS.
- B. Upon retirement with twenty five (25) years of City service and/or normal or disability retirement, as defined by the Florida Retirement System (FRS), employees shall be issued a City ID Card, service weapon and a retirement badge.

9.3: Insurance Program.

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

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

B. Medical Insurance Contributions:

- 1. The City shall pay 100% for Employee Only coverage on the lowest premium plan, i.e., the High Deductible Health Plan (HDHP) or equivalent plan. Employees selecting Employee Only coverage on a plan with higher premiums shall pay the balance. The City shall pay 77% (increased to 80% effective the first pay period following adoption of this Agreement in Fiscal Year 2023, 81% in Fiscal Year 2024 and 82% in Fiscal Year 2025) 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.
- 2. If the cost of the medical 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 or vacation leave, pursuant to subsection 9.3.B.4 below.

3. Sick/Vacation Leave Conversions to offset Medical Insurance Premiums and/or to fund Health Savings Account:

Employees whose premiums for medical insurance under the City's group health insurance plan exceed the City's contribution may be eligible to convert accrued sick and/or vacation leave to offset their medical insurance premiums and/or fund their Health Savings Account if applicable.

a. Sick Leave Conversion:

The following provisions apply:

- i. The employee shall have at least three (3) years of continuous City service as of October 1st of the election year;
- ii. The total converted hours (i.e., any combination of offsetting medical insurance premiums and funding the HSA) shall not exceed 80 hours;
- iii. The converted value for medical insurance premiums shall not exceed the employee's out of pocket expense for medical insurance premiums only;
- iv. The converted value for funding the HSA shall not exceed the maximum allowable contribution, pursuant to IRS regulations;
- v. The employee shall retain one hundred and twenty (120) hours of sick leave after the conversion;
- vi. The conversion shall be based on the employee's final pay rate prior to any cost of living adjustment for the upcoming plan year;
- vii. 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

b. Vacation Leave Conversion

Vacation Leave Conversions may be used in addition to or instead of Sick Leave conversion (subject to the total combined conversion not

exceeding out of pocket premiums for Medical or the maximum allowable contribution to the HSA, pursuant to IRS regulations).

The following provisions apply:

- i. There is no minimum number of years of continuous City service required to be eligible for this benefit;
- ii. The total converted hours (i.e., any combination of offsetting medical insurance premiums and funding the HSA) shall not exceed forty (40) hours;
- iii. The converted value for medical insurance premiums shall not exceed the employee's out of pocket expense for medical insurance premiums only;
- iv. The converted value for funding the HSA shall not exceed the maximum allowable contribution, pursuant to IRS regulations;
- v. The employee is not required to retain a minimum amount of vacation leave hours after the conversion;
- vi. Each hour shall be converted at 100% and shall be based on the employee's final pay rate prior to any cost of living adjustment for the upcoming plan year.

Elections for sick and/or vacation leave conversions shall be made on an annual basis, during open enrollment, and are irrevocable except following a qualifying event, as defined per IRS rules (26 U.S.C. § 125). Some or all of the election for funding the HSA may be deferred to January for the purpose of new calendar year HSA contributions, but years of service and pay rate used are as of above dates, regardless of when converted.

#### 4. Medical Insurance Opt-Out Payment.

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 receive an annualized \$4,000, prorated and paid through the biweekly payroll. 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. Change of Carrier. 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 group 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 15 years of City service, retirement at any age with 25 years of City service, or retirement as defined by Section 112.0801, Fla. Stat. 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. Employees hired as a City of Coconut Creek Police Officer/Trainee prior to January 1, 2002 and who retire with at least 55 years of age and 15 years of City service (or at any age with 25 years of City service) shall receive a one-time deposit into a Retirement Health Savings (RHS) Plan, calculated as follows:
      - i. The amount of the one-time deposit shall equal two hundred fifty dollars (\$250.00) times the number of months between retirement and the month the retiree would turn age 65 (capped at 120 months), i.e., excluding the month of retirement and the month of the retiree's 65<sup>th</sup> birthday.
      - ii. Employees meeting the age and years of service requirements shall be eligible regardless of choice to enroll in the City's group health insurance plan upon retirement.
    - b. Employees hired as a City of Coconut Creek Police Officer/Trainee 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 (2) years of City service, with full vesting reached upon retirement with at least 55 years of age with 15

years of City service or any age with 25 years of City service. Employees are eligible to use vested funds upon separation from City employment. *Note: Although employees transferring/promoting/demoting to a position ineligible for this benefit will no longer receive contributions, such employees will continue to vest while continuously employed with the City and will be eligible to use funds under the terms and conditions (including vesting requirements) provided in the agreement that is in effect at the time of employment separation for the final position in which the employee was eligible for the benefit.*

- c. Individuals retiring during the term of this Agreement shall receive no more than the amounts detailed in this Agreement.

9.4: Voluntary Educational Reimbursement Program.

- A. Purpose. To provide educational assistance to regular employees covered by this Agreement, participating in accredited training or educational programs designed to strengthen their abilities, which in turn directly benefits the City.
- B. Authority. The City Commission shall determine, through the annual budget process, the amount of funds available to the Police Department for the Voluntary Educational Reimbursement Program. Requests for reimbursement are subject to the availability of funds for such program. Final approval of such requests and the determination as to whether the program benefits the City shall be vested in the City Manager or designee.
- C. Bargaining Unit Members shall be entitled to a 100% refund of tuition upon successful completion of each approved course with a grade of P or S or A; 75% refund for successful completion of each approved course with a grade of B, and fifty percent (50%) refund for successful completion of each approved course with a grade of C. No payment shall be made for any other grade. The refund shall be available for up to a maximum of eighteen (18) semester credit hours in any one fiscal year period, with the actual number being determined annually based on available funding and employees' intention to use the benefit as expressed in an annual survey.
- D. The maximum amount payable per employee per year for such refund shall be based upon the established credit hour rate of tuition as charged by the State of Florida University or college where the employee is enrolled at the time the course is undertaken. If the employee attends a private college or university, the credit hour rate shall be based upon that of either Broward College or Florida Atlantic University, whichever is applicable.
- E. Procedure:

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



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

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

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

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

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

9.5: Career Development

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

9.6: Computer Purchase Plan Program

The objective of the Employee Computer Purchase Plan is to elevate the computer literacy of full-time employees and thus, improve their performance on the job through encouraging the purchase and use of home computers and software that are consistent with City equipment. Bargaining unit members are eligible to participate in the City's computer loan program, which provides financial assistance for purchasing personal computers.

9.7: 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 & Risk Management 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. Earned

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

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

##### C. Accumulation

1. Sick leave may be accumulated to a maximum of 520 hours as of the last day of the pay period including November 1<sup>st</sup> of any year. All sick leave over 520 hours shall be converted at the following rate:

- a. Less than fifteen (15) years of service by November first of any year = .50 hrs. of pay for each hour of Sick Leave at the employee's current rate of pay.
- b. Fifteen (15) or more years of service by November first of any year = .75 hrs. of pay for each hour of Sick Leave at the employee's current rate of pay.
- c. Twenty (20) or more years of service by November first of any year = 100% of pay for each hour of Sick Leave at the employee's current rate of pay.

2. Payment of this conversion shall be on the first biweekly pay period in December.

##### D. Sick Leave Incentive

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

##### E. Separation

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

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

F. Usage

1. Sick leave shall not be considered a right which an employee may use at the employee's discretion. An employee may only use sick leave for the employee's 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 subsection 10.10.B. hereof, nor does this limitation apply to an employee granted Family Medical Leave under the rules and regulations as enumerated in the Family Medical Leave Act (FMLA) as detailed in Section 10.14, as well as the City's FMLA Administrative Order.
2. In order to be granted sick leave with pay, an employee must meet the following conditions:
  - a. In the event that an employee is aware in advance that sick leave benefits will be needed or due, it shall be the duty of the employee to notify their immediate supervisor as far in advance as possible by submitting a Leave Request indicating the anticipated time and duration of such sick leave, the reason for requesting such sick leave and medical certification that the employee will be unable to perform normal work functions. Employees will be required to begin using sick leave on 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 normal duties. Any employee obtaining sick leave benefits by fraud, deceit, or falsified statement shall be subject to disciplinary action, including but not limited to suspension or dismissal. Employees on sick leave are required to remain at their residence if not confined to a hospital, at the doctor's office or obtaining a medical prescription from a local pharmacist, unless otherwise approved.

- b. Complete such medical examination, nursing visit or inquiry which the Department deems desirable.
- c. File a written request for such sick leave on the form and in the manner prescribed immediately upon return to work.
- d. Employees who are absent for three (3) consecutive workdays, may be required, at the discretion of the Chief of Police to submit a medical certificate, signed by a physician or licensed psychologist, that they have been incapacitated for work for the period of absence and are again physically able to perform their duties, or may be required to obtain a physical examination at the City's expense, certifying the illness. Such medical certificate must be submitted directly to the Human Resources and Risk Management Department.
- e. If an employee is absent for four (4) consecutive work days without personally notifying the immediate supervisor, 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 employment, and separation benefits shall be calculated as separation from employment by termination by the City. An employee may be reinstated to employment if the position is still vacant by a showing of good cause to the Chief of Police, subject to the review of the City Manager, of why notification was not possible within four (4) days.
- f. Frequent claiming of benefits under this Section will constitute grounds for the assumption by the Chief of Police that the physical condition of the employee is below the necessary standard for efficient performance of duties. Evidence of abuse of the benefit, in any manner, shall constitute immediate grounds for dismissal or disciplinary action as recommended by the Chief of Police with the approval of the City Manager.

- g. The Chief of Police is authorized to make any investigation of benefits claimed under this Section deemed necessary and to disapprove any claims not properly substantiated.
- h. 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 the Insurance Program provisions detailed in this Agreement.

10.2: Bereavement Leave

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

- A. Bereavement leave shall not be charged to sick leave or to compensatory time. Any absence in excess of the four (4) days shall be charged to vacation leave, personal leave, or compensatory time if accrued, or to leave without pay if no paid leave is available.
- B. The Chief of Police may require proof of a death in the immediate family before compensation is approved and paid.

10.3: Military Leave

An employee who presents official orders requiring 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 the periods of time provided by Federal and/or State law and as detailed in the City's Military Leave Policy, 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 in accordance with Federal and State Laws. The appropriate provisions of Federal and State laws shall apply to the reemployment of employees granted a leave of absence on active military duty.

10.4: Vacation Leave

- A. Each employee covered under this Agreement shall accrue annual vacation leave, in accordance with the following schedule:
  - 1. Less than 5 years City service: .0385 hours vacation accrual per regularly scheduled paid hour.
  - 2. Completion of 5 years City service: .0577 hours vacation accrual per regularly scheduled paid hour.

3. Completion of 10 years City service: .0770 hours vacation accrual per regularly scheduled paid hour.
4. Completion of 15 years City service: .0962 hours vacation accrual per regularly scheduled paid hour.

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

- A. Completion of 20 years of City service prior to October 1, 2016: .1154 hours vacation accrual per regularly scheduled paid hour
  - B. Completion of 20 years of City service on or after October 1, 2016: .1058 hours vacation accrual per regularly scheduled paid hour
- B. Vacation leave may be accumulated up to a maximum of 240 hours for employees with less than fifteen (15) years completed service, and to a maximum of 320 hours for employees with fifteen (15) or more years of service as of the last day of the pay period including November 1<sup>st</sup> of any fiscal year. The City Manager may, at the request of the Chief of Police and demonstration of extenuating circumstances, grant an extension for accumulation and usage, at the City Manager's sole discretion. Once the maximum accumulation has been reached as of the last day of the pay period including November 1<sup>st</sup>, 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. Holidays which occur during a selected period of vacation leave shall not be charged against such vacation leave, unless requested by the employee.
- F. The period selected by an employee for vacation leave must have prior approval of the Chief of Police or designee.
- G. Employees may bid for vacation scheduling on the basis of classification seniority provided that only two (2) persons, including Sergeants, from one (1) team shall be scheduled on vacation leave at any time. Bidding shall be for a one (1) month period as determined by the Chief of Police. Failure to bid for vacation scheduling within the one (1) month period as determined by the Chief of Police, shall waive the employee's preference for scheduling of vacation. Should there be a tie for vacation scheduling on dates and seniority of any employees, the Chief of Police or designee may determine who to select. An involuntary transfer shall not serve to negate the affected employee's vacation bids that were approved prior to the transfer.

- H. An employee cannot be paid in lieu of taking vacation, except upon separation or enrollment in the Florida Retirement System's (FRS) Deferred Retirement Option Program (DROP).
- I. The Chief of Police or designee shall arrange vacation schedules and reallocate remaining duties on such a basis as to cause minimum interference with the normal functions and operations of the department.
- J. Vacation pay shall be at the employee's hourly rate of pay.
- K. Upon separation, an employee will be paid for accumulated vacation leave as follows:
  - 1. Upon death or retirement, the employee or designated beneficiary shall receive full payment for all accumulated vacation leave, not to exceed 400 hours less any hours paid upon entering DROP.
  - 2. Probationary employees - no payment.
  - 3. Regular employees - full payment of accumulated vacation leave, not to exceed 400 hours less any hours paid upon entering DROP.
- 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: Holiday Leave

- A. The following holidays shall be granted to employees covered by this Agreement:
  - 1. New Year's Day
  - 2. Martin Luther King Day
  - 3. Presidents' Day
  - 4. Memorial Day
  - 5. Juneteenth
  - 6. Independence Day
  - 7. Labor Day
  - 8. Veterans' Day
  - 9. Thanksgiving Day
  - 10. Day After Thanksgiving
  - 11. Christmas Day
  - 12. One-half Day Christmas Eve and one-half day New Year's Eve

- B. Holidays shall be observed on the day that the holiday actually occurs, and employees shall be compensated based on the actual holiday, except that employees assigned to units that follow administrative or school schedules may observe the holiday on the day observed by that unit (e.g., a Monday for a holiday that falls on a Sunday, etc.), provided that no employee shall receive any combination of holiday leave or holiday pay that exceeds that which is provided in subsections 10.5.C and 10.5.D below. Holidays must be taken as they occur and may not be accumulated.
- C. Holiday pay shall not exceed eight and one-half (8.5) hours additional pay for employees who work a forty-two (42) hour average workweek. Payment will be made regardless of whether the employee is scheduled to work. Employees performing work on holidays shall be paid their straight hourly rate for all hours worked on the holiday, in addition to the holiday pay. Holiday pay shall not be counted as hours worked for overtime purposes. Provided however, those employees who actually work a full shift on either Thanksgiving Day or Christmas Day shall receive twelve (12) additional hours on either of those two (2) holidays in lieu of the eight and one-half (8.5) additional hours as provided above and Christmas Eve and New Year's Eve shall be compensated at four and one-quarter (4.25) hours each.
- D. 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 subsection 10.5.C. If the employee is approved for the holiday off but chooses not to use accrued paid vacation, compensatory, or personal leave for the holiday off, the employee shall receive holiday pay pursuant to subsection 10.5.C. above.

10.6: Leave of Absence Without Pay

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

- A. The Chief of Police may authorize up to thirty (30) days leave without pay to an employee of the Police Department.
- B. The City Manager may authorize additional leave without pay for up to one (1) year.
- C. Seniority and service time for longevity pay and vacation benefits shall not be lost while an employee is on leave without pay, with the exception, however, that an employee on leave without pay for more than thirty (30) consecutive days shall have 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.



- D. Employees on leave without pay will not accumulate sick leave or vacation leave during their leave without pay nor be eligible for holiday pay, City insurance contributions, insurance opt-out payments, cell phone stipends, clothing allowance, or other payments related to actively working, unless required by law.
- E. Employees on leave may not work for another employer during their leave unless such employment is part of the purpose of the leave (e.g., internships as part of an educational program). The determination of appropriate employment while on leave without pay shall rest solely with the City Manager.
- F. In the case of a request for an unpaid leave of absence due to a prolonged illness or disability due to injury, the employee must file for FMLA leave as well, and such request must be accompanied by a physician's or licensed psychologist's certificate identifying the illness or injury, explaining why the leave is needed, estimating how long the illness or disability due to injury will continue, and substantiating the need for continuing the leave as required by the Director of Human Resources. If the City so desires, the employee on leave shall be examined by a physician or licensed psychologist selected by the City.
- G. An employee on an unpaid leave of absence who desires to maintain insurance benefits during the leave of absence must make the employee's 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 coverages.

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 that 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 that 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 eighty (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 one hundred percent (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 subsection 10.7.E.1 above) from the date of injury until the applicable termination date set forth below in subsection 10.7.E.8 – Paid ODL for seventy-five percent (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 percent (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 subsection 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 subsection 10.7.E.8. If an employee is able to return 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 a Code 3 emergency where the arrival time is critical to resolution of the incident
- f. Actively fighting a fire or engaging in emergency rescue operations
- g. Actively engaging in the physical hands-on components (i.e., not classroom training) of required and scheduled City-supervised Firearms, Defensive Tactics, SWAT, K-9, or Driving training activities (*limited to "serious bodily injuries" as defined by Section 316.027, Fla. Stat., excluding acute or chronic musculoskeletal injuries, directly resulting from the specific training activity*)

“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 Code 1 or Code 2 call or any call when the arrival time is not critical to resolution of the incident
- d. Training activities (except as identified in subsection 10.7.E.4.g)

The above lists are not all inclusive. 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 Workers' Compensation 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.
9. 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 if the employee is to be able to return 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 the claim, or refuses to return to regular or light duty, the benefit shall cease.
  10. 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.
  11. 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.
  12. 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.
  13. The ODL benefit shall be paid to employees for any regular hours missed during the shift when an injury incident occurs. If an employee is injured during a shift when the workers' compensation clinic is closed, the employee shall be paid the ODL benefit for the initial follow-up medical treatment at the workers' compensation clinic, which is to be completed within twenty-four (24) hours of the injury incident.
  14. Regardless of ODL eligibility and termination provisions otherwise described in subsections 10.7.E.1 and 10.7.E.8, employees suffering an injury related to an Active On-Duty Action may use up to two (2) hours of ODL for ninety (90) days from the date of injury for each mandated medical appointment that cannot be reasonably scheduled during off-duty

hours.\* Employees using ODL for medical appointments must submit the leave request at least two (2) calendar days in advance and submit documentation to the Human Resources and Risk Management Department signed by the treating health care provider within seven (7) calendar days after the appointment in order to be eligible for ODL. Employees not eligible for Active On-Duty Action medical appointment ODL or who do not comply with the requirements in this subsection will be required to use sick leave or other appropriate accrued leave for appointments occurring during work hours, unless permitted to use PBA Time Pool time pursuant to the PBA Time Pool provisions. \*Employees are expected to make every reasonable effort to schedule appointments during off-duty hours. Compensation will not be provided for appointments attended during off-duty time.

10.8: 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 or designee's approval.
- B. Employees may accrue up to a maximum of 280 hours compensatory time, not to exceed the maximum amount allowed by law.
- 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. Employees must request use of compensatory time off by completing the appropriate leave request form. Compensatory time off approval shall be at the discretion of the Chief of Police and with the approval of the City Manager so long as it complies with applicable federal law.
- E. Pursuant to the Fair Labor Standards Act, upon separation from the City for any reason, the employee shall be paid all compensatory time accrued at the employee's final rate of pay or the average rate of pay for the last three (3) years, whichever is higher.

10.9: Personal Leave

- A. Purpose - to provide leave for personal business.
- B. Definition - authorized leave for personal reasons, religious observances,

weddings, transaction of personal business.

C. Authority - Personal leave shall be granted only upon approval and at the discretion of the Chief of Police.

D. Accrual

1. All regular and new employees hired before April 1st of any calendar year shall be granted twenty-four (24) hours Personal Leave for that calendar year.

2. New employees hired on or after April 1st of any calendar year shall be granted eighteen (18) hours Personal leave for that calendar year.

3. New employees hired on or after July 1st of any calendar year, shall be granted twelve (12) hours Personal leave for that calendar year.

4. New employees hired on or after October 1st of any calendar year, shall be granted six (6) hours Personal leave for that calendar year.

E. No payment will be made upon separation from City service for any unused Personal Leave.

F. No carry over of Personal Leave from year to year will be permitted.

10.10: Donation of Accrued Sick/Vacation Leave

A. Bargaining unit employees may donate accrued sick/vacation leave to a designated employee whenever extraordinary circumstances require the designated employee to be absent from work for a lengthy period of time and when the employee has exhausted all accrued types of leave available. In no case shall bargaining unit members be permitted to donate sick leave if their accrued sick leave balance would be less than ninety-six (96) hours after donation. Bargaining unit employees who have given notice of their resignation from employment with the city may not donate sick and/or vacation leave.

B. Extraordinary circumstances shall be defined as a life threatening or an incapacitating illness or injury to the employee or employee's immediate family member as defined in this contract.

C. The employee (or a supervisor on the employee's behalf) must submit a request, in writing, for permission to solicit donations of accrued leave from other employees to the Director of Human Resources or designee 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 subsection 10.10.B above have been met. Approval of said request shall not be unreasonably withheld. If such

request is denied, the employee has the right of appeal through the Grievance procedure as outlined in Article 20 of this Agreement, commencing with Step 3.

- D. Upon approval of such request the Director of Human Resources or designee shall make available a supply of Donation of Sick/Vacation Leave forms to employees willing to donate accrued leave time. The donation shall be made as a free and voluntary act and no duress or coercion shall be placed upon an employee to make such donation of 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 subsection 10.10.E below.
- E. Donations of leave shall be made during a fourteen (14) day period, beginning with the first day after formal approval by the Director of Human Resources or designee 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 or designee shall be notified by the Chief of Police or designee, that additional donations of accrued leave shall be necessary and a further fourteen (14) day period for donations to be made in order to keep the employee in a paid status. No more than three (3) donation periods shall be established per extraordinary circumstance or other FMLA qualifying event. An employee shall return to work for a minimum of forty-two (42) consecutive paid work hours prior to an additional three (3) donation periods being authorized for a different qualifying event. A monthly update of the condition of the employee/immediate family member, using a Fitness for Duty Form, shall be completed by the attending medical care provider and submitted to the Human Resources Director. Said update shall be considered a medical document and as such, is exempt from disclosure as a public record pursuant to Florida law.
- F. In the event of excess donations received but not used due to early recovery or separation of employment, all donations received but not utilized shall be returned to the donating employee(s) based on the proportion of hours that employee donated in relation to the total hours donated by all employees (e.g. an employee who donates 50 hours of 450 hours total donated shall be credited with 50/450ths of the hours not utilized). Such returned leave shall be reflected in the appropriate leave balance as soon as possible. *Note: Employees who separate employment prior to the return of any excess donations are not eligible for the returned leave or any associated cash value.*
- G. Time donated for this purpose shall not be considered as time used during the donor's performance rating period, nor shall it affect a donor's right to attain sick leave incentive as set forth in this Agreement.
- H. The employee or PBA representative shall immediately notify the Director of Human Resources or designee, in writing, of the employee's return to work or

of any major change in the employee's/immediate family member's physical condition.

10.11: Shift Exchange

- A. If vacation, personal or compensatory leave requests are denied, an employee may elect to request a shift exchange as provided for herein.
- B. Shift exchange requests shall be made in writing and endorsed by both members of the unit.
- C. Shift exchange requests shall contain both exchange dates, which shall not exceed two (2) pay periods (28 days).
- D. All shift exchange requests shall be submitted in advance through the chain of command to the Chief of Police or designee for approval/disapproval as deemed appropriate in the Chief of Police or designee's sole discretion.

10.12: Non-Occupational Disability Leave

- A. Definition - authorized absence from work due to injury/sickness not incurred while on duty, and which meets Short Term Disability (STD) requirements.
- B. Short-term Disability (STD) Insurance - The City shall provide employees with STD in an amount equivalent to 70% of their regularly scheduled hours (to include any applicable assignment pay and shift differential that was in effect at the time of disability) 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 leave, or other authorized leave if sick leave is exhausted, during the elimination period, and may use sick leave, or other authorized leave if sick leave is exhausted, during the benefit period, 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.

10.13: Temporary Light Duty Policy

Temporary Light Duty assignments shall be offered to employees to allow them to continue working when an injury or illness temporarily restricts them from performing the essential functions of their normal duties. Employees who are notified by Human Resources and Risk Management that they are authorized for a light duty assignment are responsible for coordinating the return to work date with their supervisors immediately. Employees shall report to work on a temporarily revised schedule



provided by a supervisor and be assigned to perform work that accommodates their restrictions, 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 subsection 10.7.E.4 of this Agreement, shall receive any Assignment Pay or Shift Differential being paid immediately prior to the injury, for the first 90 days following the injury. An employee performing a Light Duty assignment shall not be permitted to work overtime or Special Detail assignments.
- E. 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.).

10.14: 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 Family and Medical Leave Act (FMLA) Administrative Order.

10.15: Jury Duty

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

10.16: 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. Once the case is disposed of and an internal investigation has been conducted, employees who are found not to have violated any law or City or Police Department policies warranting termination shall be eligible for reinstatement upon such terms and conditions as may be specified by the City Manager. Employees who are reinstated shall be eligible for back pay for the period of the Administrative Leave without pay. Administrative Leave is not punitive and may not be used for matters of a disciplinary nature and therefore may not be appealed. Employees on paid Administrative Leave shall serve such leave during their regularly scheduled work shift and shall remain at their residence, or at another location as approved by the Chief of Police, unless their schedule is altered by the City in accordance with Section 13.9.

## 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 communicating goals and objectives of management to employees; (2) determining entitlement to any required or optional pay increase increments; (3) promoting equitably; (4) motivating employees to improve their performance; and (5) evaluating selection and promotion criteria.

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

#### 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; and (3) due date.
- B. The Chief of Police shall ensure that evaluations are completed and returned to the Director of Human Resources. Employees shall receive a completed, signed evaluation no later than thirty (30) days after their anniversary date. Failure to receive said evaluation on a timely basis shall be subject to the grievance procedure as to timeliness only, up through Step 4 of the grievance procedure.
- C. The person completing the evaluation shall be the employee's supervisor who is immediately responsible for the work of the employee. The supervisor is defined as the person who either oversees, reviews, or checks the daily work of the employee or is the one most closely acquainted with the employee's work performance. The evaluation shall be reviewed by an administrative supervisor prior to being presented to the employee to correct inconsistencies or errors.
- D. The supervisor shall complete the evaluation form. Evaluations shall be based on measured, observable work. All evaluations shall be objective, and shall not be based on favoritism, cronyism, or retaliation. If an employee's job function is to change, the employee shall be given six (6) month notification prior to being rated on the new function.

- E. Employees shall only be rated on performance or conduct taking place during the rating period being evaluated, except that performance/conduct that is revealed after the end of said rating period, e.g., if an internal affairs investigation concludes or performance/conduct is otherwise discovered after the end of the rating period, such performance/conduct shall be reflected in the subsequent evaluation(s).
- F. After completing the evaluation form and having an administrative supervisor review it, the supervisor shall then hold a conference with the employee being evaluated. This conference is a mandatory requirement of the evaluation process and is for the purpose of explaining the basis for the specific ratings, offering suggestions for changes or improvements in job performance, establishing goals and standards to be met during the next rating period, and providing a basis for discussion with the employee. Employees shall have the right to effect change on their rating if the employee can demonstrate that such rating was in error, by appealing via the chain of command to the Chief of Police.
- G. Upon completion of the conference, the form shall be signed by the supervisor and employee. The employee may respond to the supervisor's ratings in writing no later than three (3) working days (not including S/L, V/L or Holidays) from receipt of the evaluation.
- H. The completed form is then routed through the chain of command for review and signature, and then to the Chief of Police for review and signature. The evaluation is then forwarded to the Director of Human Resources for submission to the City Manager for review and signature, and then placed in the employee's permanent personnel file. Quarterly and semi-annual evaluations do not require review or signature beyond the Chief of Police but shall be placed in the employee's personnel file. The employee shall receive a completed, signed copy of the evaluation.
- I. Time is of the essence in following the above evaluation procedure. All anniversary date increases shall be retroactive to the anniversary date.
- J. Notwithstanding any provision of this Section, administrative supervisors, up to and including the Chief of Police, may participate in the evaluation process, including effecting change of ratings, at any stage. The employee shall be notified if any changes are made after the employee has signed the evaluation.

11.4: Evaluation Grievance Conditions

Employees who receive an overall rating of 3.6 or less on their annual evaluation shall have the right to process a grievance pursuant to Article 20, up through Step 4 with the City Manager.

11.5: Anniversary Date Increases: Pay-For-Performance

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

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

B. Employees pay rates may not exceed the maximum pay rate established by Article 12, Wages, and Appendix A, Pay Scale Exhibit.

C. During the term of this Agreement, a team consisting of members of both the PBA unit 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.

11.6: Required Pay Increases

A. Police Officers shall reach the midpoint of the Police Officer range no later than the 5th anniversary from date of appointment as a Police Officer and shall be brought to the midpoint, if needed, following receipt of the five-year pay-for-performance increase. Police Officers shall reach the maximum of that range no later than ten (10) years after date of appointment as a Police Officer and shall be brought to the maximum, if needed, following receipt of the ten- year pay-for-performance increase.

B. Effect of Unsatisfactory Performance Evaluation: Any annual performance evaluation that is less than competent will cause the employee's anniversary date for a required mid-point or maximum pay range increase to be delayed for one (1) year.

11.7: Performance Notes

Supervisors are encouraged to log verbal counselings, positive recognition, and performance discussions and issues throughout the rating period to ensure that all performance issues - for both good performance and poor performance are considered when the evaluation is completed. Such notes are not intended to be an exhaustive list of all employee activities, but rather a reference for the supervisor to use in completing performance evaluations and to aid in avoiding some of the more common rater errors that may otherwise occur in completing performance evaluations.

11.8: Appeal To City Manager

The PBA may process a grievance on Section 20.3, entitled "Procedure" directly to Step 4, with the City Manager, based on inconsistencies.

## ARTICLE 12

### WAGES

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

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

12.2: Pay Scale and Wage Adjustments

- A. Fiscal Year 2023 – Effective December 4, 2022, there shall be an across the board wage increase of four and one-half percent (4.5%), and the Police Officer Trainee pay rate shall be increased by four and one-half percent (4.5%).

Additionally, effective December 4, 2022, a one and one-half percent (1.5%) market-based increase shall be applied to the minimum of the Police Officer pay scale and a one-quarter percent (0.25%) market-based increase shall be applied to the maximum of the Police Officer pay scale, increasing the minimum of the pay scale by a total of six percent (6.0%) and the maximum of the pay scale by a total of four and three-quarters percent (4.75%). The market-based increase to the pay scale shall be accompanied by wage increases as necessary to ensure all employees are paid at least the adjusted minimum of the pay scale and that all employees entitled to be at the midpoint or maximum of the pay scale, pursuant to Section 11.6, are at the adjusted midpoint or maximum of the pay scale.

- B. Fiscal Year 2024 – Effective October 8, 2023, there shall be an across the board pay scale and wage increase based on the April to April Consumer Price Index (CPI) (All Urban Consumers, Miami/Fort Lauderdale area), provided such increase shall be at least three percent (3.0%) and shall not exceed four percent (4.0%).
- C. Fiscal Year 2025 – Effective October 6, 2024, there shall be an across the board pay scale and wage increase based on the April to April Consumer Price Index (CPI) (All Urban Consumers, Miami/Fort Lauderdale area), provided such increase shall be at least three percent (3.0%) and shall not exceed four percent (4.0%).
- D. Management has the right to hire certified Police Officers at up to ten (10%) above the agreed minimum salary, depending on qualifications.

## ARTICLE 13

### HOURS OF WORK, OVERTIME, AND SUPPLEMENTAL COMPENSATION

13.1: The normal work period for employees covered by this Agreement shall be eighty-four (84) hours in a fourteen (14) day pay period. Hours actually worked in excess of eighty-four (84) hours in a given fourteen (14) day pay period or actual hours worked plus vacation leave, sick leave, compensatory time and holiday time shall be compensated at one and one-half (1½) times the employee's regular straight time of pay. Nothing herein shall guarantee a minimum number of hours per day, per week or per month.

13.2: Employees who work in excess of eighty-four (84) hours in a fourteen (14) day pay period shall be compensated through pay or compensatory time at the discretion of the Chief of Police at time and one half (1½) for all authorized hours worked in excess of the eighty-four (84) hours. Authorization for overtime must be requested prior to working the overtime in so much as it is reasonable to do so. However, authorization may be given after the time worked, and will not be unreasonably withheld.

13.3: Nothing herein shall require the payment of straight time or time and one-half when an insubstantial amount of time is worked in excess of the length of the employee's normal shift. For the purpose of this Article, an insubstantial amount of time shall be considered any period of time less than eight (8) minutes.

13.4: Call-Back

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

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 or more than one (1) hour before or after their regular shift, the employee shall be compensated with a minimum of three (3) hours pay or compensatory time. All time earned over 84 hours in one pay period (regular work shift) shall be paid at one and one-half (1 ½) times the employee's hourly pay rate, or, at the discretion of the employee for court time only, the equivalent in compensatory



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

Effective October 1, 2007, court stand by pay was eliminated. Instead, bargaining unit members received a one-time two-and-a-half percent (2.5%) adjustment to base pay and a five percent (5%) Shift Differential, pursuant to Section 13.14.

13.6: Employees covered by this Agreement shall follow the directive to be issued by the Chief of Police with regard to the acceptance and payment of subpoena fees (including deposition fees). The City reserves the right to institute any procedure or system it deems appropriate to measure, record and/or verify attendance at and duration of off-duty court appearances and deposition appearances. Strict compliance with any procedure or system so instituted by the City shall be a condition precedent to obtaining compensation for an off-duty court appearance under Section 13.5, above. Such payment shall be deducted from the employee's paycheck.

13.7: Temporary Assignment

An employee covered by this Agreement who is temporarily assigned the duties and responsibilities of a position that has a higher pay classification than the permanently assigned position shall be compensated at five percent (5%) above the current pay rate or the minimum of the pay range, whichever is greater, the first day after serving at least one (1) week in the temporary assignment. This provision does not include temporary time due to an employee on vacation. All such temporary assignments must be reported to and approved by the City Manager. Payment shall be made as follows:

- A. Through and including Fiscal Year 2023, Temporary Assignment pay shall be calculated on and added to the employee's base hourly rate to create a revised hourly rate.
- B. Effective Fiscal Year 2024, Temporary Assignment pay will be a separate flat dollar amount rather than being added to and included in the hourly rate of pay. The Temporary Assignment rate will be calculated as five percent (5%) of either 1) the *maximum* of the Police Officer salary range for employees serving *at least* six (6) full years as a Coconut Creek Police Officer as of December 31<sup>st</sup> of that fiscal year; or 2) the *midpoint* of the Police Officer salary range for employees serving *fewer than* six (6) full years as a Coconut Creek Police Officer as of December 31<sup>st</sup> of that fiscal year. The Temporary Assignment pay will be prorated and paid on a biweekly basis.

At the beginning of each subsequent fiscal year, the Special Assignment rates will be adjusted based on the new fiscal year's Coconut Creek Police Officer salary range midpoint and maximum, and employees receiving Temporary Assignment pay who will have served six (6) full years of service as a Police Officer by the

upcoming December 31<sup>st</sup> will advance to the higher Temporary Assignment rate (i.e., the rate based on the maximum of the Police Officer salary range).

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

13.9: Schedule Changes

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

13.10: Emergency Call Back

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

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

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

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

B. An employee covered by this Agreement who is in a "Special Assignment" shall receive a two percent (2%) increase in pay, including an employee at the top of the pay range for their normal position classification, provided that payment shall not be made for more than one Special Assignment at any given time. Payment shall be made as follows:

1. Through and including Fiscal Year 2023, the two percent (2%) shall be calculated on and added to the employee's base hourly rate to create a revised hourly rate.
2. Effective Fiscal Year 2024, Special Assignment Pay will be a separate flat dollar amount rather than being added to and included in the hourly rate of pay. The Special Assignment rate will be calculated as two percent (2%) of either 1) the *maximum* of the salary range for employees serving *at least* six (6) full years as a Coconut Creek Police Officer as of December 31<sup>st</sup> of that fiscal year; or 2) the *midpoint* of the salary range for employees serving *fewer than* six (6) full years as a Coconut Creek Police Officer as of December 31<sup>st</sup> of that fiscal year. The Special Assignment rates will be prorated and paid on a biweekly basis.

At the beginning of each subsequent fiscal year, the Special Assignment rates will be adjusted based on the new fiscal year's salary range midpoint and maximum, and employees receiving Special Assignment pay who will have served six (6) full years as a Coconut Creek Police Officer by the upcoming December 31<sup>st</sup> will advance to the higher Special Assignment rate (i.e., the rate based on the maximum of the salary range).

13.12: Special Details

An employee covered under this Agreement shall be paid for Unofficial Functions worked pursuant to Section No. 2-57, Code of Ordinances as may be amended from time to time. Effective October 1, 2019, the rate of pay for Unofficial Functions shall be Thirty-four Dollars (\$34.00) per hour (to be increased to Forty Dollars (\$40.00) per hour in Fiscal Year 2023 as soon as administratively possible following adoption of this Agreement). If an Unofficial Function requires four (4) or more officers, one shall be a Sergeant or Lieutenant. If a Sergeant or Lieutenant is not available, a member of the bargaining unit shall be assigned as a supervisor. Members who act as a supervisor as assigned by the City, shall be paid at the supervisory rate of pay received by Sergeants and Lieutenants for Special Details. Employees shall receive an additional Ten Dollars (\$10.00) per hour (to be increased to Fifteen Dollars (\$15.00) per hour in Fiscal Year 2023 as soon as administratively possible following adoption of this Agreement for Special Details worked during City-designated holidays, pursuant to Article 10.

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

In the event of an employee's sickness or injury, prior to the date scheduled to work the Special Detail, the employee shall notify the on-duty Supervisor, in advance, of the inability to work the scheduled detail, and of the nature of the sickness or injury. Employees who claim to be sick and/or injured and are later determined to have made false statement(s) regarding their sickness and/or injury, shall be subject to disciplinary action, up to and including suspension or dismissal.

13.13: Scheduled Stand-by

From time to time, the Chief of Police or designee may schedule a bargaining unit member for Scheduled Stand-by. Scheduled Stand-by is defined as a twenty-four (24) hour period wherein an employee shall be able to report for duty as required by the city while on an off-duty status within one (1) hour. Said employee shall be physically fit for duty, not under the influence of intoxicating substances, and shall report in uniform or appropriate attire as required. Each member scheduled for Scheduled Stand-by shall be compensated for one (1) hour at the member's regular straight-time pay. Scheduled Stand-by pay compensation shall not be included in calculating a member's right to overtime compensation. If a member is called back by the City as contained in Section 13.4, the member shall be paid Call Out pay and Scheduled Standby pay.

13.14: Shift Differential

Effective October 1, 2007, to compensate for the removal of court stand by pay, bargaining unit members who have completed their Field Training program and are regularly assigned to the Alpha shift in either the road patrol, DUI, or K9 unit 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.

Effective Fiscal Year 2024, Shift Differential will be paid as a separate flat dollar amount rather than being added to and included in the hourly rate of pay. The Shift Differential rate will be calculated as five percent (5%) of either 1) the *maximum* of the salary range for employees serving *at least* six (6) full years as a Coconut Creek Police Officer as of December 31<sup>st</sup> of that fiscal year; or 2) the *midpoint* of the salary range for employees serving *fewer than* six (6) full years as a Coconut Creek Police Officer as of December 31<sup>st</sup> of that fiscal year. The Shift Differential rates will be prorated and paid on a biweekly basis.

At the beginning of each subsequent fiscal year, the Shift Differential rates will be adjusted based on the new fiscal year's salary range midpoint and maximum, and employees receiving Shift Differential pay who will have served six (6) full years as a Coconut Creek Police Officer by the upcoming December 31<sup>st</sup> will advance to the higher Shift Differential rate (i.e., the rate based on the maximum of the salary range).

## ARTICLE 14

### **COMPENSATION FOR MEALS OUT OF THE 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, Palm Beach, and Miami-Dade Counties.
- 14.3: Broward, Palm Beach, and Miami-Dade Counties are considered 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**

- 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 new employee whose performance does not meet the required work standards.
- 15.2: An employee hired, promoted, or transferred to become a Police Officer who does not have Police Officer Certification from the State of Florida and who must complete a CJSTC approved course to attain such certification shall serve a one-year probationary period from the date of certification as a Police Officer.
- 15.3: An employee hired, promoted, or transferred as a Police Officer who has Police Officer Certification from the State of Florida shall serve a one-year probationary period from the date of appointment.
- 15.4: Probationary employees may be dismissed or discharged for any reason without cause and without recourse to the grievance procedure or civil service code.
- 15.5: The Chief of Police shall make such periodic reports during an employee's probationary period as the Human Resources Director may require, and shall notify the Human Resources Director at least ten calendar days prior to completion of the probationary period whether the services of the employee have been satisfactory and whether the employee will continue employment.
- 15.6: Such notice shall be on the prescribed form and a copy shall be given to the employee. At any time during the probationary period, the City Manager may terminate an employee who fails to pass the probationary period.

## ARTICLE 16

### PROMOTIONS

#### 16.1: Promotional Examinations to Sergeant

- A. All promotional examinations shall be administered by the Director of Human Resources or designated representative. In the interests of efficiency and economy, promotional examinations shall be offered only when there is no current eligibility list and there are newly budgeted promotional vacancies or when promotional vacancies are anticipated through attrition.
- B. The Director of Human Resources shall designate the lower class or classes from which promotion is to be made and shall establish the required period of service in these classes which shall be not less than four (4) years consecutive service with the City, provided that up to two (2) years may be waived by the Chief of Police upon verification that the individual has Public Safety, law enforcement, or fire service employment for another agency which is equal to up to two (2) years of police service in this department.
- C. Appropriate scientific techniques and procedures shall be used in scoring and calculating the results of the examinations and in determining the relative ratings of the competitors.
- D. The Director of Human Resources shall determine the minimum qualifying grade for any parts of an examination. Any candidate failing to obtain at least this minimum score shall be considered to have failed the examination and shall not be examined on any further parts, if any are planned.
- E. An error in test procedure, pre-test eligibility determination, scoring, or eligibility list ranking shall be corrected if called to the attention of the Director of Human Resources, in writing, within fourteen (14) calendar days of the date of the test procedure, or the publication date of the pre-test eligibility determination, scoring, or eligibility list. Such corrections shall not invalidate any appointments previously made from such a list.
- F. Promotional exams will consist of three (3) parts, one of which shall be oral and/or an assessment center and shall be forty-five percent (45%) of the final score, one of which shall be a written exam (prepared and administered by an outside recognized agency selected by the City), and shall be forty-five percent (45%) of the final score, and one of which shall be the average of the last two annual evaluations, if available, and shall be ten percent (10%) of the final score.
- G. There shall be not less than three (3) members of the oral board/assessment center, at least two (2) of whom must be from outside the City's employ, as determined by the Chief of Police, but in no case shall the Chief of Police serve as a member of the oral board.

- H. The Director of Human Resources shall establish an eligibility list from the test scores, in accordance with the results of the promotional exam, as determined by the procedure outlined in subsection 16.1.F., above. A rank ordered eligibility list shall remain valid for a period of two (2) years from the date certified by the Director of Human Resources, provided, however, that at any time fewer than five (5) candidates remain on the list, then the certified eligible list may be vacated before the expiration of two (2) years.
- I. If a vacancy is to be filled, the Chief of Police shall select one (1) candidate from any of the candidates in the top five (5) rankings. If more than one (1) vacancy is to be filled, the eligibility list shall be increased by one (1) ranking for each vacancy. For example, if two (2) positions are to be filled, the list shall consist of the candidates ranked in the top six (6) rankings. If three (3) positions are to be filled, the selection shall be made from the candidates ranked in the top seven (7) rankings. Nothing herein shall be construed as to prevent the Chief of Police from conducting individual or panel interviews, personnel file reviews, or any type of assessment necessary to select an eligible candidate, provided such assessments are done consistently for all candidates eligible to fill the vacancy.

16.2: Should a bargaining unit employee fail to successfully complete the probationary period as a Sergeant, the employee shall be demoted to the former classification at the same rate of pay as received prior to promotion to Sergeant, excluding Special Assignment pay or Shift Differential, unless otherwise provided herein, if applicable, but including any across-the-board increase given since the promotion.

16.3: Effective October 1, 1997, no additional employees will be promoted or appointed to the rank of Corporal; the intent of the parties being that the Corporal rank will be eliminated in time by attrition.



## ARTICLE 17

### SENIORITY

- 17.1: Seniority shall consist of continuous accumulated paid service with the City since an employee's last date of hire. Seniority shall be computed from the most recent hire date. Seniority shall be by classification. Regular full-time employees shall be deemed to have greater seniority than part-time employees. Part-time employees shall accrue seniority on a prorated basis. Seniority shall be utilized for the following purposes:
- A. Vacation for each calendar year shall be drawn by employees on a basis of seniority preference by classification, as provided in subsection 10.4.G. provided, however, that nothing contained herein shall be interpreted as restricting the City's right to cancel all vacations during any given period in the event of disaster or emergency.
  - B. In the event of personnel reduction, employees shall be laid off in the inverse order of their seniority in their classification. Employees shall be recalled from layoff in accordance with their seniority in the classification from which they were laid off. No new employees shall be hired in any classification until all employees on layoff status in that classification have been provided an opportunity to return to work. Employees who are recalled from layoff shall be required to successfully complete a pre-employment medical/drug screen to ensure that the recalled employee is physically capable of performing the work available at the time of recall and, further, meets all of the standards set by the State of Florida Criminal Justice Standards and Training Commission, FDLE, and the City of Coconut Creek Police Department in effect at the time of recall.
  - C. No laid off employee shall retain recall rights beyond two (2) years from the date of layoff. When a vacancy occurs for which there is a recall list, the Human Resources Director shall send a certified letter of notice to the employee at the last address filed with the Human Resources & Risk Management Department with a courtesy copy to the PBA. Any and all reemployment rights shall be forfeited if no response is received within fifteen (15) calendar days from the date the notice was sent. Should an employee refuse recall within the two (2) years' time limit, the rights to recall are terminated.
  - D. Break in Continuous Service: An employee's continuous service record shall be broken by voluntary resignation, discharge and retirement. Upon return to work after time lost which does not constitute a break in continuous service, the employee's length of continuous service shall not be affected and the employee shall receive the same fringe benefits as would have been received had employment time not been lost.
  - E. Loss of Seniority: Seniority and the employment relationship shall be broken and terminated if an employee:

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

## ARTICLE 18

### **INTERNAL INVESTIGATIONS AND OBLIGATIONS TO THE PUBLIC**

- 181: The parties recognize that the security of the City and its residents 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.
- 182: Letters of reprimand shall be shown to the officer and a request that they sign same before it is placed in the employee's file, with the understanding only that the employee has seen the letter, without agreeing to the contents. Personnel files shall be open or closed to the public in accordance with state law. Where state law permits personnel files to be closed, then they will be closed to the public.
- 183: In order to maintain the security of the City and protect the interests of its residents, the parties agree that the City must have the unrestricted right to conduct investigations of residents' complaints and matters of internal security; provided, however, that any investigative interrogation of an employee covered by this Agreement relative to a resident'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, Fla. Stat.
- 184: Disciplinary Review Procedure: Members shall have the right to inspect and subsequently initial any letter of reprimand or disciplinary action, which is thereafter placed in the employee's official personnel file. Any employee receiving a letter of reprimand or disciplinary action may file a written response thereto. Any such written response shall be included in the employee's official personnel file, which shall be attached to the letter of reprimand or disciplinary action.
- 185: The findings of Internal investigations shall be labeled as one of the following:
- A. Sustained – Investigation provided sufficient factual evidence to prove allegations of misconduct;
  - B. Not Sustained – Investigation failed to provide sufficient evidence to prove/disapprove the allegations;
  - C. Unfounded – Investigation indicates that the allegations are false or not supported by facts; or
  - D. Exonerated – Investigation indicates incident did occur, but employee's actions were justified, lawful and proper.

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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 shall destroy all internal affairs records and findings in accordance with the minimum statutory retention schedule established by Florida law.

## ARTICLE 19

### RULES AND REGULATIONS FOR DISCIPLINE AND CONTROL

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

19.1: Police Department's General Orders, Enforcement Procedures, and Administrative Procedures.

- A. The City of Coconut Creek Police Department's General Orders, Enforcement Procedures, and Administrative Procedures, as may be amended from time to time, shall be adopted by reference and made a part of this Agreement.
- B. The City will undertake to modify the Police Department's General Orders, Enforcement Procedures, and Administrative Procedures as necessary, in order to provide conformity with this Agreement.

19.2: City's Administrative Orders and Human Resources Policies and Procedures.

- A. The City of Coconut Creek's Administrative Orders and the Human Resources Policies and Procedures, as may be amended from time to time, shall be adopted by reference and made a part of this Agreement.
- B. Should a conflict exist between the City's Administrative Orders or Human Resources Policies and Procedures and this Agreement, this Agreement shall prevail.

19.3: General Discipline and Control.

The Chief of Police and/or 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.

194: Grounds for Disciplinary Action.

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

- A. Arrested on a felony charge.
- B. Convictions of misdemeanor charges, or repeated or on-duty speeding, reckless driving or accidents involving injured persons or damage to property or equipment.
- C. Use of intoxicants or drugs while on duty or under their influence while on duty. Refusal to take any required tests in those cases where reasonable suspicion of intoxication or drug use exists.
- D. Insubordination.
- E. Verbally threatening physical harm or physically threatening any members of the department or their family; conduct that interferes with the proper coordination of the work effort in the department to the detriment of public service.
- F. Conduct subversive to the proper order, discipline and morale of any form of municipal service.
- G. Inciting or engaging in any form of work stoppage or riot.
- H. Misappropriation, misuse or unauthorized use of City equipment, tools, funds, time, machines, etc.
- I. Incompetence or repeated neglect of assigned duties.

- J. Repeated failure or neglect to meet credit, and/or open account obligations, if it impairs the performance of the employee's job responsibilities.
- K. Unauthorized absence from duty.
- L. Any act which constitutes a conflicting action on the part of the employee against the implied intent of this Agreement.
- M. Probationary employees may be reprimanded, suspended or dismissed for any reason, without cause. Such probationary employee of the Police Department shall have no right of appeal.

195: 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 the employee is given the opportunity for an Administrative Hearing. The foregoing restriction on duration of suspensions shall not apply to any arbitrator's decision.
- 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. At the Chief of Police's sole discretion, an employee may be permitted to deduct all or part of the suspension without pay from accrued vacation, personal or compensatory leave.

196: 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 20

### **GRIEVANCE AND ARBITRATION PROCEDURE**

201: In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is agreed and understood that there shall be a procedure for the resolution of grievances between an employee and the City of Coconut Creek, and that such procedure shall cover grievances involving the application or interpretation of this Agreement and those involving discipline. All grievances shall be processed exclusively pursuant to this Article. Pursuant to Section 447.301(4) Fla. Stat., employees covered by this Agreement shall have the right to be represented in the determination of grievances on all terms and conditions of employment. Employees shall have the right to refrain from exercising the right to be represented. Nothing in this Article shall be construed to prevent any employee from presenting, at any time, an employee's own grievance in person or by legal counsel, to the City, and having such grievance adjusted without the intervention of the PBA, if the adjustment is not inconsistent with the terms of this Agreement, and if the PBA has been given reasonable opportunity to be present at any meeting called for resolution of such a grievance. The parties agree, however, that the PBA shall have the exclusive right to take grievances regarding the application and interpretation of the Agreement (i.e., non-disciplinary matters) to arbitration, and that the City shall not be obligated to proceed to arbitration on non-disciplinary matters for which the employee is not represented by the PBA.

Where a grievance is general in nature, in that it applies to a number of members rather than a single member, such grievance shall be presented in writing by the PBA 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 4.

202: Time is considered to be of the essence for purpose of this Article. Accordingly, any grievance not submitted or processed by the grieving party in accordance with the time limits provided below shall be considered conclusively abandoned and shall be barred, forfeited and foreclosed for all contractual or legal purposes and shall result in the forfeiture of all rights to arbitration. Any grievance not answered by management within the time limits provided below will automatically advance to the next higher step of the grievance procedure.

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

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

**Step 1:** The employee shall first present the grievance informally to the immediate supervisor within ten (10) calendar days of the occurrence of the event(s), or within ten (10) calendar days of the date the employee knew or should have known of the



event that gave rise to the grievance. The employee shall perform the employee's assigned work tasks and grieve the complaint later. Within ten (10) calendar days from the date of the informal discussion, the supervisor shall advise the employee of the decision verbally.

**Step 2:** In the event the employee is not satisfied with the supervisor's decision, the employee may, within ten (10) calendar days following the receipt of the decision in Step 1, present the grievance to the Lieutenant and/or Captain in writing on the PBA grievance form, which shall be signed by the employee or a PBA Representative and shall specify:

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

Upon presentation of the written grievance to the Lieutenant/and or Captain, a meeting shall be scheduled within ten (10) calendar days. The employee, a PBA representative, and the Lieutenant and/or Captain shall participate at the Step 2 level.

The Lieutenant and/or Captain shall, within ten (10) calendar days after the meeting (or such longer period of time as is mutually agreed upon,) render the decision on the grievance in writing.

**Step 3:** In the event that the employee is not satisfied with the disposition of the grievance in Step 2, the employee shall have the right to appeal the Lieutenant's and/or Captain's decision to the Chief of Police within ten (10) calendar days of the date of issuance of the Lieutenant's and/or Captain's decision. Such appeal must be accompanied by the filing of a copy of the original written grievance together with a letter signed by the employee or a PBA Representative requesting that the Lieutenant's and/or Captain's decision be reversed or modified. The Chief of Police shall, within ten (10) calendar days of the appeal (or such longer period of time as is mutually agreed upon), meet with the employee and then within seven calendar days from the meeting, render the decision in writing.

**Step 4:** In the event that the employee is not satisfied with the disposition of the grievance in Step 3, the employee shall have the right to appeal the Chief of Police's decision to the City Manager within ten (10) calendar days of the date of issuance of the Chief of Police's decision. Such appeal must be accompanied by the filing of a copy of the original written grievance together with a letter signed by the employee or a PBA Representative requesting that the Director's decision be reversed or modified. The City Manager or designee shall within ten (10) calendar days of the appeal (or such longer period of time as is mutually agreed upon), meet with the employee, and then within seven calendar days from the meeting, render the decision in writing.

- 20.4: If the grievance is in response to a disciplinary action, except as described in Section 20.5 below, the employee shall present the grievance directly to the individual issuing the discipline, which may result in prior steps being bypassed.
- 20.5: In the case of suspension, demotion, and/or terminations, Step One (1) through Step Three (3) of the grievance procedure shall be waived and the grievance shall proceed to Step Four (4) with the City Manager. Written reprimands are not appealable through mediation/arbitration (i.e., not beyond Step 4). Employees receiving written reprimands shall have the right to place an explanatory statement as an attachment to the 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.
- 20.6: Grievances under this collective bargaining agreement shall be processed separately and individually. Only one (1) grievance shall be submitted to an arbitrator for decision in any given case.
- 20.7: In the event a grievance processed through the grievance procedure has not been resolved at Step 4 above to the grievant's satisfaction, either party may, in writing, request one of the following options, except that only the PBA may take a non-disciplinary grievance to mediation/arbitration: Mediation or Arbitration. If Mediation is chosen and does not resolve the dispute, Arbitration may then be utilized.

#### A. Mediation Process

1. Mediation is a form of Alternative Dispute Resolution (ADR) that may be requested by the City or the PBA (or the employee, but only if the matter is related to a suspension, demotion, or termination). It is an alternative, not a substitute for the formal arbitration process contained in subsection 20.7.B below. Mediation is an informal process in which a neutral third party assists the opposing parties in reaching a voluntary, negotiated resolution of a charge of discipline. The decision to mediate is completely voluntary for the employee (in disciplinary matters), the PBA or the City. Mediation gives the parties the opportunity to discuss the issues raised in the charging document, clear up misunderstandings, determine the underlying interests or concerns, find areas of agreement and, ultimately, incorporate those areas of agreement into solutions. A mediator does not resolve the charge or impose a decision on the parties. Instead, the mediator helps the parties to agree on a mutually acceptable resolution. The mediation process is strictly confidential. Information disclosed during mediation will not be revealed to anyone.
2. If both parties agree, a mediation session conducted by a trained and experienced mediator shall be scheduled at a mutually convenient date and time. Either party may choose to have an attorney represent them during mediation. Persons attending the mediation session shall have the authority to resolve the dispute. If mediation is unsuccessful, the parties

may proceed to follow the provisions for Arbitration. Information disclosed during mediation will not be revealed to anyone.

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

- f. The parties recognize and agree that the City is subject to Chapter 119, Florida Stat., 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. Stat. until the settlement of the matter, or the conclusion of the arbitration, if any, with the exception of the personal notes of the mediator.
- g. If a settlement is reached by all the parties, the agreement shall be reduced to writing and when signed shall be binding upon all parties to the agreement, 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. Stat. If the charge(s) is not resolved through mediation, the parties may proceed to follow the provisions for arbitration.

## B. Arbitration

1. Either party may, in writing, request that the grievance be submitted to arbitration within ten (10) calendar days after the City Manager or designee renders a written decision on the grievance, except that only the PBA may take non-disciplinary grievances to mediation/arbitration. The arbitrator may be any impartial person mutually agreed upon by and between the parties. However, in the event the parties are unable to agree upon said impartial Arbitrator, the parties shall jointly request the Federal Mediation and Conciliation Service to furnish a panel of seven (7) names from which each party shall have the option of striking three (3) names in alternating fashion. The parties shall flip a coin to determine who shall strike first. The winner of the coin flip shall have the choice as to whether to strike first. The parties shall strike names in alternating fashion until one (1) name remains. Such seventh remaining person shall serve as the impartial Arbitrator.
2. The City and the PBA (or employee 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, thereafter, shall confine the decision to the particular grievance as specified. In the event the parties fail to agree on the statement of the grievance to be submitted to the Arbitrator, the Arbitrator will confine consideration and determination to the written statement of the grievance presented in Step 2 of the Grievance Procedure. The Arbitrator selected or appointed shall meet with the parties at a mutually agreeable date to review the evidence and hear testimony relating to the grievance. Upon completion of this review and hearing, the Arbitrator shall render a written decision to both the City and the Union, which shall be binding upon both parties. The Arbitrator shall have no authority to change, amend, add to, subtract from or otherwise alter or supplement this Agreement or any part thereof or

amendment thereto. The Arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Agreement, except to the extent as specifically provided herein.

3. Expedited Arbitration: Should the parties mutually agree, an expedited arbitration may be initiated. The Arbitrator shall be selected in accordance with subsection 20.7.B.1.. The hearing shall be conducted by the Arbitrator in such a manner that will expeditiously permit a proper presentation of the evidence and arguments of the parties. The arbitrator shall be the sole judge of the relevance and materiality of the evidence offered. There shall be no stenographic record of the proceedings, nor post hearing briefs filed. The hearing will be completed in one (1) day. When both sides have completed their presentations, the arbitrator shall ask whether either party has any further evidence to offer or witnesses to be heard. Upon receiving negative replies from both 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 decision 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.
4. The Arbitrator may not issue declaratory opinions and shall confine the response exclusively to the question presented, which question must be actual and existing.
5. Consistent with the provisions of Chapter 447 et seq., Fla. Stats., it is mutually acknowledged and agreed that this Collective Bargaining Agreement shall be administered within the amounts appropriated by the City for funding of the Collective Bargaining Agreement. Accordingly, and notwithstanding any other provision of this Collective Bargaining Agreement, the Arbitrator shall have no authority, power or jurisdiction to construe any provision of law, statute, ordinance, resolution, rule or regulation or provision of this Collective Bargaining Agreement to result in, obligate, or cause the City to have or bear any expense, debt, cost, or liability which would result, directly or indirectly, in the City exceeding the amounts initially appropriated and approved by the City for funding of this Collective Bargaining Agreement as agreed upon by the parties. Any such award which contravenes or is not in compliance with the provisions of this paragraph shall be null and void.
6. Each party shall bear the expense of its own witnesses and of its own representative or representatives for purpose of the arbitration hearing. The impartial arbitrator's fee and related expenses and expenses of

obtaining a hearing room, if any, shall be shared by both parties. Any person desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share such cost.

7. The arbitrator's award shall be final and binding on the parties, subject only to the provisions of Chapter 682, Fla. Stat.

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

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

## ARTICLE 21

### UNIFORMS AND SAFETY EQUIPMENT

- 21.1: The City will make a good faith effort to maintain police vehicles and safety equipment in proper working order. Police vehicles operated by the City shall comply with the standards and requirements of applicable State Statutes governing motor vehicle safety equipment.
- 21.2: The City agrees to install and maintain security cages in all vehicles used to transport prisoners.
- 21.3: In order to promote health and safety in the workplace, the City shall establish and administer a Workplace Safety Committee. The PBA will have one (1) designated representative on the committee.
- 21.4: All new employees shall receive from the City, at no cost to the employee, a new uniform upon appointment.
- 21.5: The City will provide the following uniform items and equipment:
- Five (5) shirts
  - Five (5) pairs of trousers
  - One (1) baseball hat
  - One (1) winter jacket
  - One (1) reflectorized rainsuit
  - One (1) shirt badge
  - One (1) dress belt
  - One (1) baton and ring
  - One (1) riot helmet and face shield
  - One (1) assault belt with accessories
  - One (1) authorized firearm
  - Two (2) pairs of footwear as designated by the City
  - One (1) traffic vest
  - One (1) rifle
- 21.6: The City will provide leather goods and accessories, to include handcuffs and case, magazine case, holsters, and cartridges for the assigned weapon as determined to be necessary by the Chief of Police.
- 21.7: Those Police Officers having plain clothes assignments shall receive seven hundred fifty dollars (\$750.00) per year, prorated and paid on a biweekly basis, to purchase civilian clothing within the guidelines established by the Chief of Police. Employees

shall not be eligible for the plain-clothes assignment stipend while on light duty, leave without pay, or extended leaves of absence.

- 21.8: Employees shall, at all times, maintain their uniforms and equipment in a clean and serviceable condition.
- 21.9: Damage to the employee's equipment, not including motor vehicles, or uniform as a result of the employee's own negligence shall be personally replaced by the officer.
- 21.10: Any employee who shall receive any damage to personal equipment in the line of duty, shall have it replaced at no cost to the employee up to the limits described herein. Documentation of the damage shall be subject to incident investigation and shall be a prerequisite to payment of the cost involved by the City. It is agreed and understood that the term personal equipment as used in this paragraph shall be limited to prescription eyeglasses, prescription sunglasses, or contact lenses, dental appliances, flashlight, watches, and any other item at the discretion of the Chief of Police and the Human Resources Director. Prescription eyeglasses and prescription sunglasses shall be limited to four hundred dollars (\$400.00) per item. All other items shall be limited to two hundred fifty (\$250.00) dollars per item.
- 21.11: All Police Officers are required to have a bullet-proof vest (Safety Device) for personal safety protection. The City shall provide Police Officers with Department approved bullet-proof vests as standard issue, and the employee shall be required to wear the bullet-proof vest at all times while on duty unless excused by guidelines established by the Chief of Police. Those employees who have never been issued or reimbursed for a vest by the City, shall be furnished with a Police Department-approved bullet-proof vest and all Police Officers shall be required to wear said vest at all times while on duty, unless performing administrative duties within the confines of a City facility or as otherwise excused by guidelines established by the Chief of Police. Police Officers who have had their vest for more than three (3) years may request a replacement and may have it replaced if the vest is no longer in serviceable condition as determined by the Chief of Police or designee. In cases where the employee's vest has been damaged or destroyed while acting in the line of duty and upon the review and approval of the Chief of Police, the vest will be replaced by the City. All Officers that do not currently have a department issued vest are required to request a bullet-proof vest within thirty (30) days of the effective date of this Agreement. Vests shall be worn at all times while on duty, unless excused by previously stated guidelines. Employees shall be required to sign a notice acknowledging, Section 440.09(5), Fla. Stat.
- 21.12: Cell Phone Stipend Policy: Bargaining unit members, identified by the Chief of Police and approved by the City Manager, who are required to be available by telephone during off-duty hours, shall be provided a cell phone allowance in the amount of \$40.00 per month, or a monthly mobile access allowance for e-mail and text messaging in the amount of \$75 per month, which shall be paid subject to normal payroll deductions/taxes. Employees paid either of these stipends/allowances shall notify the Chief of Police immediately upon the de-activation of the employee's cell phone device, and the stipend/allowance shall cease upon de-activation of the device



or at any time the employee no longer requires the regular use of cell phone for City business, as determined by the Chief of Police. Employees receiving such a stipend/allowance must maintain cell phone service (plus e-mail and text service, if required) and must respond to phone calls and emails related to City business in a timely manner. Employees who are provided this stipend/allowance 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, will be subject to the requirements of the Florida Public Records Law, with the exception of any information that is considered confidential and exempt from public disclosure under such law. 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. Employees shall not be eligible for the cell phone stipend while on leave without pay or extended leaves of absence; however, employees' responsibility to keep the City apprised of their contact information and to respond to phone calls from the City in a timely manner is not relieved during such temporary ineligibility for the stipend.

## ARTICLE 22

### TAKE HOME VEHICLE POLICY

- 22.1: The purpose of this Article is to provide the appearance of additional police presence and to ensure on-call personnel respond to calls expeditiously. To this end, there shall be a take-home vehicle policy, subject to the following:
- A. All sworn employees residing within Broward, Miami-Dade, or Palm Beach counties and who have completed the Field Training program 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 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 incidental 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 advised to purchase an insurance rider 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.

Examples of scenarios when the City's insurance **will not** cover an employee involved in an accident while using a City vehicle include, but are not limited to:

**Criminal Activity:** An exception to employee indemnification applies when the employee is committing a crime while driving a City vehicle. If the accident involves criminal activity, the City will refuse to indemnify the employee from third-party lawsuits. This can include driving under the influence of drugs or alcohol.

**Non-Business Activity:** Employees are not indemnified if involved in an accident while using the City vehicle for any personal use not specifically permitted in this article.

The City is not liable for torts of its employees committed while outside the course and scope of employment.

Failure to maintain personal liability insurance will result in the employee being personally responsible for paying personal injury and liability expenses in circumstances not covered by the City's insurance carrier.

6. Unless otherwise authorized by the Chief of Police or 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.

22.2: To assist with the cost of gas, tolls, insurance, repairs, replacement and wear and tear on take-home vehicles, effective upon adoption of this Agreement in Fiscal Year 2023, employees residing more than 20 miles (i.e., exceeding a 40-mile roundtrip) from the City\* entering the bargaining unit on or after October 1, 2013 shall reimburse the City based on the actual driving distance from the employee's residence to the City\*.

Reimbursement Schedule

- o Residing more than 20 miles but less than 30 miles from the City\* = \$50 per month
- o Residing at least 30 but less than 40 miles from the City\* = \$150 per month

- Residing at least 40 but less than 50 miles from the City\* = \$250 per month
- Employees residing at least 50 miles from the City\*, including those entering the bargaining unit prior to October 1, 2013, shall not be eligible for a City vehicle, unless granted at the discretion of the Chief of Police for business necessity, in which case the employee shall pay an additional \$100 per month per 10-mile distance.

*\*Distance from the employee's residence to the City shall be determined by the employee submitting a Google Maps report (or another mutually agreed upon distance calculator) from the employee's residence to either the Coconut Creek Recreation Complex (4455 Sol Press Boulevard) or the Coconut Creek Community Center (1100 Lyons Road), whichever is closest to the employee's residence. Such report shall be submitted by the employee immediately upon completing the Field Training program, as well as immediately following any subsequent relocation.*

## **ARTICLE 23**

### **NEPOTISM**

23.1: Nepotism is hereafter prohibited as follows:

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

## ARTICLE 24

### DRUG FREE WORKPLACE

- 24.1: The City and the Union recognize that employee substance and alcohol abuse may have adverse impact on City government, department operations, the image of City employees, and the general health, welfare, and safety of the employees and the general public at large. Therefore, the City and its employees will best be served by maintaining a Drug Free Workplace where the City has the right to require employees to submit to toxicology and alcohol testing designed to detect the presence of any controlled substance, narcotic drug, or alcohol. Employees shall be subject to testing at the following times: Pre-Employment, Random, Post-on-the-job Accident/Injury, Reasonable Suspicion and Return-To-Duty & Follow-Up.
- 24.2: 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 and as further listed in this Article.

Employees who 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 workshift 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 the DFWP Coordinator’s 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. *\*Note: As of 2022, despite evolving state and/or local legislation, marijuana remains a Schedule 1 drug according to U.S. federal law. Therefore, using, soliciting, possessing, purchasing, selling, or being under the influence of marijuana continues to violate this Drug Free Workplace Policy, regardless of a Medical Marijuana Use Registry Card.*

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

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

- A. Pre-employment – conducted after an offer to hire the applicant is made or upon recall from a layoff, but before actually performing duties.
- B. 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 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 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. Random – Random drug/alcohol testing may be conducted.
- E. Employees must promptly submit to any of these tests when they are advised by a supervisor to do so. Refusing to promptly submit to a test has the same consequences as failing a test. Failure to cooperate with medical personnel during clinical sample collection procedures (including completing and signing designated forms) is considered a refusal.
- F. Post On-the-Job Accident or Injury - 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.

24.4:

The City and its designated medical facilities will follow split-sample collection procedures for the collection of urine samples. Urine analysis shall be the 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 intoxilyzer 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 State and Federal law.
- 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 (AHCA) 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 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.

24.5: 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. This includes but is not limited to the following: Alcohol, amphetamines, barbiturates, benzodiazepines, cocaine metabolites (benzocgonine), marijuana metabolites (delta-9-tetrahydrocannabinol-9-carboxylic acid), methaqualone, opiates, phencyclidine, methadone, and propoxyphene. 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.

- A. The standards to be used for employee drug testing will 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 amended from time to time. 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.

24.6: Should an employee violate this Drug Free Work Place 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 participates in a rehabilitation program rather than terminate the employee, then the employee may be suspended without pay during the initial treatment phase (minimum of six (6) counseling sessions) of the rehabilitation program. The initial phase of the counselor-recommended rehabilitation program must be completed within 90 days of the causal event, and the employee must also actively participate in any 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 the employment 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.

24.7: 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.

24.8: 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 subsection 24.6.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 the employee's 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.

24.9: A list of rehabilitation programs available in Miami-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.

24.10: 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.

24.11: 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.

24.12: 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.

24.13: 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 25

### **LABOR MANAGEMENT COMMITTEE**

- 25.1: 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.
- 25.2: 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 26

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

- 261: This Agreement, after having been first executed by both parties in accordance with applicable Florida Statutes and PERC regulations, and after having been ratified by the Employee Bargaining Agent and adopted by the City Commission of Coconut Creek, Florida, shall become effective upon adoption, and shall continue in full force and effect until September 30, 2025.
- 262: On or before April 1st 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.
- 263: Negotiations shall commence no later than June 1st, unless an extension is mutually agreed to by the City and the PBA in writing.
- 264: It is agreed that the City will make available to the members of the PBA unit a electronic copy of this Agreement.

## ARTICLE 27

### **TOTAL AGREEMENT**

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



## **ARTICLE 28**

### **SAVINGS CLAUSE**

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action, or by reason of any 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 SCALE**

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

<b>December 4, 2022 – October 7, 2023</b>		
	<b><u>Hourly</u></b>	<b><u>Annual</u></b>
<b><i>Police Officers</i></b>		
Minimum	\$30.17	\$65,891.28
Midpoint	\$38.85	\$84,848.40
Maximum	\$47.53	\$103,805.52
<b><i>Police Officer Trainees</i></b>		
Rate	\$27.22	\$59,448.48
<p>Effective December 4, 2022, the minimum of the Police Officer pay range shall increase by 6% and the maximum of the Police Officer pay range shall increase by 4.75%. The Police Officer Trainee rate shall increase by 4.5%.</p>		


<b>October 8, 2023 – October 5, 2024</b>		
	<b><u>Hourly</u></b>	<b><u>Annual</u></b>
<b><i>Police Officers</i></b>		
Minimum	To be determined	To be determined
Midpoint	To be determined	To be determined
Maximum	To be determined	To be determined
<b><i>Police Officer Trainees</i></b>		
Rate	To be determined	To be determined
<p>Effective October 8, 2023, there shall be an across the board wage increase and pay scale increase based on the April-April Consumer Price Index (CPI) (All Urban Consumers, Miami/Fort Lauderdale area), provided such increase shall be at least three percent (3.0%) and shall not exceed four percent (4.0%).</p>		

<b>As of October 6, 2024</b>		
	<b><u>Hourly</u></b>	<b><u>Annual</u></b>
<b><i>Police Officers</i></b>		
Minimum	To be determined	To be determined
Midpoint	To be determined	To be determined
Maximum	To be determined	To be determined
<b><i>Police Officer Trainees</i></b>		
Rate	To be determined	To be determined
<p>Effective October 6, 2024, there shall be an across the board wage increase and pay scale increase based on the April-April Consumer Price Index (CPI) (All Urban Consumers, Miami/Fort Lauderdale area), provided such increase shall be at least three percent (3.0%) and shall not exceed four percent (4.0%).</p>		

DATE APPROVED: December 8, 2022

RATIFIED BY PBA ON NOV 23<sup>RD</sup>, 2022

BROWARD COUNTY POLICE BENEVOLENT ASSOCIATION

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

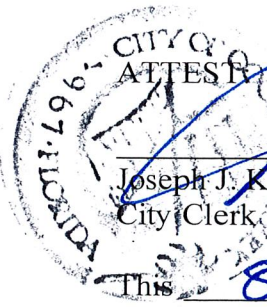
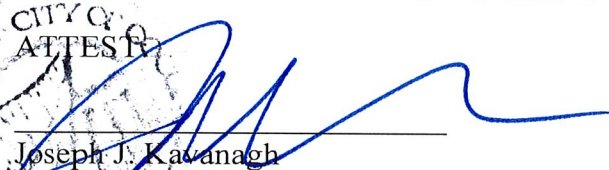
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Authorized Representative

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Authorized Representative

CITY OF COCONUT CREEK

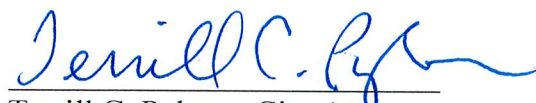
By: KMMMBrooks  
\_\_\_\_\_  
Karen M. Brooks, City Manager

This 8 day of December, 2022

  
ATTEST  
  
\_\_\_\_\_  
Joseph J. Kavanagh  
City Clerk  
This 8<sup>th</sup> day of December, 2022

RATIFIED BY CITY COMMISSION ACTION ON December 8, 2022

APPROVED AS TO LEGAL FORM AND SUFFICIENCY BY:

  
\_\_\_\_\_  
Terrill C. Pyburn, City Attorney