

# **AGREEMENT**

## **BETWEEN**

**THE CITY OF CORAL SPRINGS,  
FLORIDA**

## **AND**

**THE FLORIDA STATE LODGE  
FRATERNAL ORDER OF POLICE INC.**

**FOR LAW ENFORCEMENT LIEUTENANTS  
AND SERGEANTS**

**October 1, 2018 Through September 30, 2021**

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## **PREAMBLE**

This contract is made and entered into by and between the City of Coral Springs, Florida (hereinafter referred to as the City) and the Florida State Lodge, Fraternal Order of Police Inc. (hereinafter referred to as the F.O.P.). These parties enter into this Agreement in satisfaction of their mutual obligation as provided in Chapter 447, Part II, Florida Statutes, to negotiate in good faith concerning wages, hours and other terms and conditions of employment of the City employees who are within the bargaining unit described in Article 1 of this contract, and to reduce their resulting agreement to writing.

## **ARTICLE 1 RECOGNITION**

The City recognizes the F.O.P. as the sole and exclusive Collective Bargaining Agent, for the purposes set forth in Chapter 447, Part II, Florida Statutes, of those employees within the Bargaining Units certified in Florida Public Employees Relations Commission Certification No. 958.

## **ARTICLE 2 CITY'S RIGHTS OF MANAGEMENT ADMINISTRATION**

**Section 1:** It is agreed and understood that the City does not intend by this Agreement to, and does not, yield any of the rights or powers it had or enjoyed, with respect to unit's members' wages, hours or working conditions, or with respect to any other matter, prior to the time when the FOP asserted or obtained representative status, except as it has, by express language in this Agreement, agreed to yield any of such rights and powers, wholly or partially, or as required by law.

**Section 2:** During the term of this Agreement, the City shall be deemed to have and enjoy each and all of those rights and powers that it could have and enjoy under the broadest possible contract provisions reserving or granting rights of management or administration to the City, that it could lawfully propose and insist upon through a collective bargaining impasse, under decision(s) of the Florida Supreme Court or decision(s) of any other Florida court or Florida agency. The following are rights which both parties acknowledge are management's rights:

- A. the right to determine the size of its workforce;
- B. the right to determine the existence of a job vacancy;
- C. the right to fill vacancies;
- D. the right to initially select employees for inclusion in the workforce;
- E. the right to direct, assign and schedule employees in accordance with other terms of this collective bargaining agreement and established general orders;
- F. the right to determine the fact of lack of work;
- G. the right to determine what records are to be made and kept, including those records relating to hours of work of employees and who will make and keep the records and how the records are to be made and kept;
- H. the right to contract or subcontract out work;

- I. the right to open new facilities;
- J. the right to make time studies of workloads, job assignments, methods of operation; and
- K. the right to offer voluntary early retirement and/or voluntary severance packages. The City will notify F.O.P. prior to offering such packages.

**Section 3:** Nothing in this article or elsewhere in this contract shall operate to create a waiver of rights that the City would not, under Florida law, have the right to insist upon through a bargaining impasse.

**Section 4:** If, in the good faith discretion of the City, it is determined that an emergency condition exists due to a natural disaster, riot or civil disorder, the City will so notify the Union and the provisions of this Agreement, may be suspended during the emergency, provided that the wage rates, insurance, discipline and discharge, grievance, arbitration and pension benefits provisions will not be suspended. As soon as the emergency is over, all provisions of the contract will go back into effect.

<p style="text-align: center;"><b>ARTICLE 3</b> <b>NO STRIKES, LOCKOUTS</b></p>
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The parties are cognizant of the provisions of Florida Statutes, Chapter 447, Part II, as they apply to Law Enforcement Officers and agree that those provisions, as now stated or as amended during the term of this Agreement, will be observed in the circumstances to which they are applicable.

<p style="text-align: center;"><b>ARTICLE 4</b> <b>RULES OF CONSTRUCTION</b></p>
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It is agreed and understood that this Collective Bargaining Agreement constitutes the whole agreement between the parties. Notwithstanding any other term or provision of this Collective Bargaining Agreement, it is expressly agreed that this Collective Bargaining Agreement shall not, in any of its parts, be construed by an arbitrator or court in any way which supersedes or preempts applicable laws, ordinances, statutes, civil service rules and regulations, or the City of Coral Springs Charter. In any grievance arising under the Collective Bargaining Agreement, the arbitrator, in rendering his/her award, shall be bound by and shall apply the foregoing standard contained in this paragraph.

## **ARTICLE 5 POLICIES**

**Section 1:** It is agreed and understood that the City and the Police Department currently have written Rules and Regulations, General Orders, Special Orders, Accreditation Standards, Standard Operating Procedures and City Policies governing employment. Ten business days prior to any changes in Rules and Regulations, General Orders, Special Orders, Standard Operating Procedures and City Policies governing employment, the City will provide copies of such changes to the FOP Union President or his/her designee.

**Section 2:** Insofar as such Rules, Regulations, General Orders, Special Orders, Accreditation Standards, Standard Operating Procedures and City Policies deal with mandatorily bargainable subjects, they are approved and will remain in effect.

**Section 3:** The parties recognize that the City is free to amend, modify, revise, or eliminate such rules, regulations, orders, standards, procedures, and policies, or to formulate and implement new ones at its pleasure, to the extent that they deal with subjects which are not mandatorily bargainable.

## **ARTICLE 6 UNION BUSINESS**

FOP Representatives shall not conduct F.O.P. business on their paid time or that of any City employee, except by the express and voluntary consent of the Chief of Police or as provided in this agreement.

One FOP Representative shall be allowed time off, without loss of pay, from his/her regular employment to attend City Commission meetings, workshops, Police Pension Board meetings, and benefits focus groups.

Executive Board members of FOP Lodge 87 shall be allowed time off without loss of pay to attend monthly meetings of the FOP.

## **ARTICLE 7 DUES DEDUCTION**

**Section 1:** Any employee covered by this Agreement may authorize a payroll deduction for paying F.O.P. dues. Such authorization becomes effective only upon receipt by the City of a fully executed Dues Deduction Form from any employee.

**Section 2:** The F.O.P. will initially notify the City as to the amount of dues. Such notification to the City will be from an official of the Union.

**Section 3:** Changes in Union membership dues will be similarly certified to the City at least 30 days prior to the effective date of that change.

**Section 4:** Dues shall be deducted bi-weekly and such money shall be remitted monthly to the Union via wire transfer.

**Section 5:** This Article covers regular dues, special assessments, or other deductions agreed to by both parties. The City is not required to deduct fines, fees or penalties.

**Section 6:** The authorizing employee reserves the right to revoke his/her authorization by notifying the City and the FOP in writing, at least 30 days in advance of such change.

**Section 7:** The City is authorized to deduct and retain \$20.00 per hour as reimbursement for performing this dues deduction service.

**Section 8:** The City shall not be monetarily liable to the F.O.P. on account of any unintentional error in complying with this Article.

**Section 9:** It will be the F.O.P.'s obligation to send the City a current list, once each month, showing additions or deletions of the names of the employees currently authorizing dues deduction.

**Section 10:** All remittances are to be deemed correct unless the F.O.P. notifies the City within one week after receipt of same.

**Section 11:** In the event the City deducts from an employee's pay more than the authorization calls for, the employee must look to the F.O.P. and not the City for a refund or adjustment.

**Section 12:** If the City reasonably questions the continuing validity of an authorization for any reason, the F.O.P. shall provide a new authorization if the obligation to deduct is to continue.

**Section 13:** The F.O.P. will indemnify, defend, and hold harmless against any claims, suits, orders or judgments brought or issued against the City based on any payroll deductions of dues as provided for in this Article.

<p style="text-align: center;"><b>ARTICLE 8</b> <b>F.O.P. REPRESENTATION</b></p>
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Apart from contract negotiations, the F.O.P. will give the City written notice, at least 48 hours ahead of time, of the names of its representatives who are to deal with the City, and the City shall not be required to deal with any others. Non-employee F.O.P.

representatives and agents, and unit employees when acting as F.O.P. representatives, shall not have access to non-public areas on City premises except by the permission of the Chief of Police and except when an officer has been involved in a Use of Force incident.

## **ARTICLE 9**

### **EMPLOYEE ORGANIZATION TIME POOL**

**Section 1:** During the month of January, a bargaining unit member may voluntarily donate no less than one (1) hour or more than eight (8) hours of annual leave or compensatory time to a time pool. In July each year, an additional time pool deduction may be conducted, if elected by the FOP. The maximum hours a member may donate in any calendar year is eight (8). The time pool shall not exceed 1,600 hours at January 1 of any year for the Officer Unit and Supervisory Unit combined. The time pool will be used by the bargaining unit employees designated by Coral Springs Lodge #87, F.O.P., for union business activities which shall include meetings with City's management, attendance at formal conventions and seminars, union meetings, contract negotiations, grievance procedures, discipline procedures, arbitration procedures, use of force incidents, and other union business.

**Section 2:** The Union President, or designated representative of the union, desiring to use time from said pool for official union business shall submit a notice for approval at least 48 hours prior to the date of such use to the employee's immediate supervisor and to the Chief of Police or his/her designee. The 48-hour notice may be waived by the Chief of Police or his/her designee.

**Section 3:** Donations of time shall be authorized by the bargaining unit member who is so donating, on an appropriate form, with copies to the Union and the Human Resources Unit. Time drawn against the time pool shall be with the approval of the Union President or designated representative. A record of all time donated and drawn against said pool of time, shall be accurately kept by the Police Department and the Union.

**Section 4:** A union member shall be released from duty in accordance with the provisions of this Agreement only when the needs of the Police Department, as determined by the employee's immediate supervisor, have been met, but such release shall not be unreasonably denied. If the needs of the Police Department do not permit the release of the employee as requested, release of an alternate employee during the desired time may be requested.

**Section 5:** No individual employee, with the exception of the FOP President, shall be permitted to use more than 275 hours from the time pool in any calendar year. While using the time pool, the employee will remain reasonably available by telephone for consultation with the management of the Police Department or any F.O.P. member.

**Section 6:** Any accident incurred by an employee whose time is being paid for by the time pool shall not be considered to have been incurred in the course and scope of

his/her employment by the City within the meaning of Chapter 440, Florida Statutes as amended, except for injuries sustained while acting in the line of duty.

**Section 7:** Pool time hours may only be used in situations where the officer is released from scheduled or assigned duty. Time taken off from work, and for which the officer is paid from the pool, shall not count as time worked for overtime or premium pay purposes.

**Section 8:** The unused hours in the time pool as of December 31 of any year shall automatically be carried over, subject to the 1,600-hour limit.

**Section 9:** It is also understood that this Article's restrictions on the use of pool time are to be strictly observed, regardless of any contrary past practice or occurrence.

**Section 10:** The City agrees that the contract negotiating team members shall be allowed up to one hundred and twenty (120) hours of time off during working hours without loss of pay for the purpose of negotiating a labor contract or in preparation for negotiations with the City per contract. Any working time beyond one hundred and twenty (120) hours required for contract negotiating will be taken from the time pool.

## **ARTICLE 10 BULLETIN BOARD**

**Section 1:** The City will provide for the use of the F.O.P. five (5) bulletin boards. The bulletin boards shall be located within the Public Safety Department Building.

**Section 2:** Notices placed on the bulletin board shall be limited to announcements of F.O.P. meetings, elections, social, recreational or fraternal events.

**Section 3:** Any notice or item placed on the bulletin board shall bear on its face, the legible designation of the person responsible for placing such notice or item on the bulletin board. Each item posted will bear a reasonable purge or removal date, after which the City may remove it.

**Section 4:** A courtesy copy of any material posted will simultaneously be provided to the Chief of Police. No material, which is critical of the City or any of its employees, agents or representatives is to be posted.

**Section 5:** All items placed on the bulletin board are subject to City Administrative Policies related to discrimination and harassment. The City shall have the right to remove items that violate these policies.

<p align="center"><b>ARTICLE 11</b> <b>LAW ENFORCEMENT OFFICERS' RIGHTS</b></p>
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The parties are cognizant of the provisions of Section 112.532, Florida Statutes, and agree that those provisions, as now stated or as amended during the term of this Agreement, are to be observed in the circumstances to which they are applicable.

<p align="center"><b>ARTICLE 12</b> <b>WAGES</b></p>
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**Section 1:**

Step Pay Program in effect during the term of this agreement:

	Sergeants		
	10/1/2018	10/1/2019	10/1/2020
Step 1	97,261	103,213	105,279
Step 2	100,431	105,245	107,760
Step 3	103,601	108,077	110,241
Step 4	106,771	110,509	112,722
Step 5	109,941	112,941	115,203
Step 6	113,114	115,376	117,684
	Lieutenants		
	10/1/2018	10/1/2019	10/1/2020
Step 1	121,597	124,029	126,510
Step 2	124,802	127,298	129,844
Step 3	128,007	130,567	133,178
Step 4	131,212	133,836	136,513

Sergeants and Lieutenants:

Fiscal Year 2019

- Members that are currently topped out will receive a 2% contracted increase to be awarded upon contract ratification and retro-active to 10-01-18.
- Members that are not topped out will receive a 4% merit increase on their anniversary date.
- Any member whose anniversary date occurred after 10-01-18 and has already received a 5% increase in base pay between 10-01-18 and the date of contract ratification will retain the increase afforded to them with no reduction.

#### **Fiscal Year 2020**

- Effective 10-01-19, the step program will be implemented for all current members.
- Members that were topped out previously:
  - Effective 10-01-19, Sergeants will be placed at the 2019 Step 6
  - Effective 10-01-19, Lieutenants will be placed at the 2019 Step 4
- Members that are not topped out:
  - Will be placed at the step commensurate with their completed years of service in their current rank as of 10-01-19
  - Upon their anniversary date they will move to the next higher step for that fiscal year

#### **Fiscal Year 2021**

- Members that were topped out previously:
  - Effective 10-01-20, Sergeants will be placed at the 2020 Step 6
  - Effective 10-01-20, Lieutenants will be placed at the 2020 Step 4
- Members that are not topped out:
  - All members will be placed on their updated step effective on 10-01-20
  - Upon their anniversary date they will move to the next higher step for that fiscal year

**Section 2:** Members who are promoted on/after 10-01 of each fiscal year will automatically be placed in the step structure at Step 1.

**Section 3:** A member (excluding those assigned to the Patrol division) who is temporarily assigned to a position higher than their regular position for three or more consecutive shifts (excluding normally scheduled days off), will receive step-up pay of \$25 per day beginning the first day of the temporary assignment. Such temporary assignments are at the sole discretion of the component supervisor, and other than for payment, are not subject to the filing of grievances or arbitration.

<b>ARTICLE 13</b> <b>ADMINISTRATIVE POLICY 06.04.02 ANNUAL LEAVE</b>
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To provide employees regular annual vacations with pay in order to maintain employee health, morale and efficiency. Further, to provide employee time off with pay for any other purpose, such as personal business, religious holidays, etc.

1. Each eligible employee shall accrue annual leave on a per pay period basis according to the following schedule:

Service Anniversary	Hourly Accrual Rate	Annual Accrual
0 to 5 years	.04616	96
5th year	.05000	104

6th year	.05385	112
7th year	.05770	120
8th year	.06154	128
9th year	.06539	136
10th year	.06924	144
11th year	.06924	144
12th year	.07308	152
13th year	.07308	152
14th year	.07693	160
15th year	.07693	160
16th year +	.08077	168

2. Employees shall accrue annual leave credits based on actual hours paid during the pay period, but not to exceed forty (40) hours per work week.
3. Employees may accrue annual leave to a maximum of 240 hours. However, after an employee's annual leave accrual reaches 240 hours, he/she may still earn annual leave as indicated above. The employee's annual leave accrual will revert to 240 hours at the end of the payroll year.
4. To promote work/life balance, supervisors shall encourage employees to use a minimum of 40 hours of accrued annual leave prior to December 31 of each calendar year. This does not apply to employees during the calendar year of first eligibility.
5. Employees shall be eligible to receive payment for between 8 to 48 hours (in multiples of 8 hours) of annual leave each calendar year.;
6. **Transfer and Payment of Earned Vacation Leave**
  - a. An employee who moves from one budgeted position to another budgeted position and maintains all eligibility requirements shall be credited with the employee's unused annual leave, provided there is no break in service.
  - b. An employee who leaves a budgeted position that meets all eligibility requirements and enters a position that does not meet eligibility requirements shall be compensated for unused annual leave.
  - c. An employee who separates from the City shall be compensated for unused annual leave.
  - d. At the time of payment, employees, or their designated beneficiary, shall receive full payment for accrued annual leave at the employee's current

base rate of pay. Under no circumstances shall an employee receive payment for accrued annual leave in excess of 240 hours.

- e. Beyond the established termination date, a recipient of this benefit is no longer considered an employee of the City. As a result, the payment under this section is not considered salary for the purpose of determining eligibility for applicable fringe benefits.
- f. The payments made pursuant to this section shall not be used in determining the average final compensation of an employee in a City Pension Plan.
- g. In the case of death, payments will be made as designated on the most recent "Designation of Beneficiary for Final Pay" form as filed in the Human Resources Department.

### **ELIGIBILITY**

Regular full-time employees occupying a budgeted position.

### **PROCEDURES**

- 1. A request for annual leave shall be submitted to the Chief of Police or designee on the appropriate Request for Leave form.
- 2. Annual leave may be taken only after approval by the Chief of Police or designee.
- 3. The Chief of Police or designee shall attempt to meet the leave requests of the employees with due consideration to the needs and scheduling requirements of the City. The Chief of Police or designee's decision in the scheduling of annual leave shall be final.
- 4. Use of annual leave shall not be authorized prior to the time it is earned and credited to the employee.
- 5. Payment for up to 40 hours may be requested on the Request for Leave form.
- 6. Annual leave may be used and charged in increments not less than 1/10 (0.1) of an hour.
- 7. Upon reasonable notice, the Chief of Police or designee may require any employee to use any part of the employee's accrued annual leave at any time that is deemed advisable, in order to meet the department's personnel needs.

<p align="center"><b>ARTICLE 14</b> <b>GROUP INSURANCE BENEFITS</b></p>
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**Section 1:** During the term of this Agreement, unit personnel will be provided the group health, life, vision, dental, and disability insurance plan at service levels and premium rates applicable to all City employees. Premium rates will not exceed the following amounts:

January 1, 2019

	OAPIN	HRA
	Cost Per Pay Period	Cost Per Pay Period
EE only	\$35.89	\$33.13
EE + 1	\$71.06	\$65.51
Family	\$105.86	\$97.56

January 1, 2020

	OAPIN	HRA
	Cost Per Pay Period	Cost Per Pay Period
EE only	\$48.98	\$45.23
EE + 1	\$97.00	\$89.42
Family	\$144.50	\$133.17

January 1, 2021

	OAPIN	HRA
	Cost Per Pay Period	Cost Per Pay Period
EE only	\$59.35	\$54.79
EE + 1	\$117.51	\$108.34
Family	\$175.07	\$161.34

**Section 2:** The FOP shall be given at least one seat on any committee, focus group, and/or task force that is responsible for reviewing or recommending any changes, modifications, or updates regarding group insurance benefits or costs.

<p align="center"><b>ARTICLE 15</b> <b>WORKERS' COMPENSATION</b></p>
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**Section 1:** The parties agree to abide by Florida law concerning workers' compensation matters. However, except as provided in Florida law, members injured while (a.) responding to an unlawful act perpetrated by another, (b.) responding to a dispatched call for service, (c.) engaging in a self-initiated law enforcement activity, (d.) engaging in on-duty physical training, (e.) engaging in firearms training or injured as a result of an accidental firearms discharge, (f.) auto accidents where the member is not

grossly negligent, or (g) any and all terrorist attacks or exposure to bio-chemical warfare at any time while on duty will receive 100% of their base salary in lieu of workers' compensation for up to 1,040 hours per injury. After 1,040 hours for an injury, state law concerning payment of workers' compensation benefits will govern.

**Section 2:** Members will make every effort to secure workers' compensation therapy appointments outside of their regular work schedule. However, if such appointments are not available, workers' compensation therapy appointments may be made during the member's regularly scheduled workday, without the member being required to utilize accrued leave to for these appointments. Such appointments shall not result in overtime. With supervisor approval, members will be allowed to flex their schedules for off-duty hour appointments.

**Section 3:** If unsure if an injury is an emergency, members should contact EMS to determine if transport to an emergency room is warranted.

## ARTICLE 16 PENSIONS

**Section 1:** Reference is made to the Coral Springs Police Officers Retirement Plan ("the Plan"), the provisions of which are found in Chapter 13 of the City of Coral Springs, Florida, Code of Ordinances.

### **Section 2:**

Effective on contract ratification by the City Commission, the following will be implemented.

As of October 1, 2018, the following changes will be effective:

- Any member who attains the normal retirement date as described in City Ordinance 2001-114, Section 13-7(a), the maximum period of Deferred Retirement Option Plan ("DROP") participation shall be seven (7) years.
- *Normal retirement date.* Supervisory officers and officer members who are members of the plan as of September 30, 2012 may retire on the first day of the month co-incident with or next following that date on which such member completes twenty (20) years of continuous service regardless of age or attainment of the member's fifty-fifth (55) birthday and completion of ten (10) years of credited service. Effective October 1, 2012, supervisory officers and officer members joining the plan may retire on the first day of the month co-incident with or next following that date on which such member completes twenty-three (23) years of continuous service regardless of age or attainment of the member's fifty-fifth (55) birthday and completion of ten (10) years of credited service.

- Members hired after 10-01-12 who elect to enter the drop after twenty-three (23) years of continuous service will continue making their pension contribution for the first two years in the DROP.
- Any member who previously entered the DROP on/or after 10-01-18 is also eligible for the new maximum DROP provisions.
- The City agrees to transfer the decision for selecting future DROP record keeping provider and vendor management to the Coral Springs Police Pension Board.

### **Section 3: Chapter 185 Funds**

As of October 1, 2018, for all available future chapter funds, the parties agree to transfer the 185 funds to reduce the City's Annual Required Contribution (ARC) during fiscal year 2019, 2020 and 2021.

### **Section 4: Voluntary Compliance Plan Changes (01-29-15)**

Sec. 13-7. - Retirement dates and benefits,

- (a) *Normal retirement date.* Supervisory officers and officer members who are members of the plan as of September 30, 2012 may retire on the first day of the month co-incident with or next following that date on which such member completes twenty (20) years of continuous service regardless of age or attainment of the member's fifty-fifth birthday and completion of ten (10) years of credited service. Effective October 1, 2012, supervisory officers and officer members joining the pension plan may retire on the first day of the month co-incident with or next following that date on which such member completes twenty-three (23) years of continuous service regardless of age or attainment of the member's fifty-fifth birthday and completion of ten (10) years of credited service. Any member who, on or after May 1, 2008, elects to retire and

- (1) Terminates employment with the city,
- (2) After attaining one of the normal retirement ages specified in this section 13-7 (a) that is based solely on the completion of the applicable service condition,
- (3) May elect to commence distribution of normal retirement benefits and payments from their DROP account (an notwithstanding anything in section 13-7(k) to the contrary) and the distribution of such benefits shall continue regardless of the fact that such member is rehired by the city provided that the member is rehired as a Part-Time Law Enforcement Officer, Seasonal School Resource Officer, Chief of Police, or any civilian position.

- (4) A member shall become 100% vested in his/her benefits provided by the system upon attaining normal retirement age.

## **Section 5: Non-Line of Duty Death Benefits (10-01-18)**

### **Section 13-9 Death benefits (shall be amended as follows)**

- (a) Death prior to retirement. In the event of the death of a member prior to the time of becoming vested for early or normal retirement, the member's designated beneficiary shall be paid from the fund an amount equal to the member's accumulated contributions together with interest thereon, at such rate to be determined by the board.
- (b) In the event of the death of a member after vesting for early or normal retirement, a death benefit shall be paid from the fund in accordance with either (1) or (2) below, but not both. If the member has a surviving spouse or a surviving child(ren) under age eighteen (18), then the death benefit will be payable under either (1) or (2), whichever provides the greater death benefit on an actuarial basis. This does not preclude the member from designating a beneficiary or beneficiaries other than a surviving spouse or children, in which case that beneficiary or beneficiaries will be payable under (1). Otherwise, if the member has no surviving spouse and no surviving child under age eighteen (18), then the death benefit will be payable under (1) below. Once payments have commenced under either (1) or (2), as applicable, no additional death benefits will be payable other than those specified in the applicable section.
- (1) The death benefit payable under this section shall be paid to the member's named beneficiary(ies) as of the first day of each month for one hundred twenty (120) months following the member's death. This death benefit is payable to the member's named beneficiary(ies) in equal shares or, if no beneficiary has been named, then to the member's estate. The amount of the monthly death benefit payable under this section is equal to the member's monthly accrued benefit. If a member who has designated a beneficiary, has chosen an optional form of benefit pursuant to F.S. § 185.161, and continues beyond normal retirement, the benefit payable to the beneficiary will be provided for the lifetime of the beneficiary, under the optional form selected.
- (2) The death benefit payable under this section shall be paid as of the first day of each month for the life of the member's surviving spouse or, if there is no surviving spouse, then to the member's surviving child(ren), if any, until age eighteen (18). If there is no surviving spouse or surviving child under age eighteen (18), then no benefits are payable under this section. If there is more than one (1) surviving child under the age of eighteen (18), then the death benefit payable under this section shall be payable in equal shares to each of the member's surviving children until each child attains eighteen (18) years of age. The amount of the monthly death benefit payable under this section is equal to fifty (50) per cent of the member's average monthly earnings.

- (c) In the event that a designated beneficiary pre-deceases the member, or in the case of dissolution of marriage where the spouse is the designated beneficiary, the member may designate a new beneficiary as set forth in the plan. After retirement benefits have commenced, a retired member may change his or her designation of joint annuitant or beneficiary only twice, pursuant to F.S. § 185.161. Any benefit to be paid to a newly designated beneficiary shall be based on the age and gender of the new beneficiary.
- (d) The death benefit will be paid on the first day of the first month immediately following the members death, if administratively feasible.

## **ARTICLE 17 TAKE HOME VEHICLES**

**Section 1:** The parties acknowledge that the City has a current vehicle program under which certain unit employees are allowed limited off-duty use of a police department vehicle.

**Section 2:** Assignment and use of said vehicles shall be conducted within the guidelines of General Order 48. (Will also include new members who have successfully completed FTO program).

**Section 3:** The parties acknowledge that the use of take home vehicles is limited to officers who live in Dade, Broward, or Palm Beach County. Any unit member who is currently assigned a take home vehicle who moves outside Dade, Broward, or Palm Beach County shall immediately forfeit the use of his/her take home vehicle. Any unit member who lives outside of Coral Springs or a contiguous City who is assigned a take home vehicle will be charged a monthly amount as follows (mileage calculated using Google Maps):

1. Distance from residence to Coral Springs Public Safety Building up to 15 miles - \$25
2. Distance from residence to Coral Springs Public Safety Building between 16 and 29 miles - \$45
3. Distance from residence to Coral Springs Public Safety Building between 30 and 44 miles - \$70
4. Distance from residence to Coral Springs Public Safety Building over 44 miles - \$100

It is the responsibility of the member to not only notify the Police Human Resources Unit of an address change but also notify the Police Human Resources Administrator via e-mail proactively if an address change impacts the monthly charges listed above. No retroactive refunds will be made. No charges will be made while the take-home vehicle is not available for more than two weeks (ex. Light duty, FMLA, extended Leave of absence). Members who choose not to participate in the take home vehicle program will not be required to pay the above charges.

**Section 4:** Members living outside Coral Springs who are eligible for a take home vehicle will be authorized to use their vehicle:

1. To and from gym (within 5-mile radius of residence)
2. To and from College/School
3. To and from teaching assignments (as a certified instructor)
4. For personal errands (when traveling in a direct route to and from work within 90 minutes of scheduled start/end time of shift)
5. For unmarked vehicles- members who are on call status for their primary assignment may use the unmarked vehicle for personal use in Dade, Broward, and Palm Beach Counties, so that they may meet the mandatory one-hour response time if called out.

**Section 5:** A member assigned an unmarked take home vehicle may transport family members (spouse, child or step-child who lives in member's household) on the way to and from work during the period beginning one hour before and one hour after actual clock-in/clock-out time. Such transport of family members will only be allowed with the provision of an insurance rider expressly providing coverage for such transport and covering the City as an additional named insured. Such insurance must be provided by an insurance company A-rated or better by Am Best. It is the responsibility of the member to keep the insurance rider current and ensure such rider is on file with the Police Human Resources Unit and their component commander.

**Section 6:** Discipline as a result of violation of this Article may be mitigated by the removal of the take-home vehicle for a period of time as determined by the Chief of Police.

## **ARTICLE 18 ASSIGNMENT PAY**

### **Section 1:**

Assignment pay bonuses will be paid in the pay period including January 1 and July 1 of each year. The amount of the assignment pay bonus is \$2,000 per semi-annual period for Sergeants and Lieutenants, or \$154 per two-week pay period for Sergeants and Lieutenants in which the member served in a specialty unit.

To be eligible for the assignment pay cash bonus described in Section 1, the member must:

Be assigned to one or more of the following specialty units as their regular assignment:

- Investigations,
- VIN;
- K-9,

- Strategic Enforcement Team,
- Community Involvement,
- Bicycle,
- Training,
- Street Intelligence Unit;
- Youth liaison,
- Burglary Enforcement and Reduction,

If a member assigned to a specialty unit is transferred from a specialty unit to a non-specialty unit by the department based on departmental needs, the member will be compensated for the time spent in the specialty unit, at a prorated rate equivalent to \$154 per pay period worked for Sergeants and Lieutenants in the specialty unit, based on the \$2,000 semi-annual amounts.

Assignment Pay cash bonus will not apply to members rotating through a specialty unit. Members on any non-Workers' Compensation related leave of absence (including use of sick, vacation, or comp time) for greater than 45 consecutive calendar days will receive a pro-rated bonus as specified in Section 1 of this article.

Members voluntarily terminating employment with the City will be eligible to receive a prorated bonus.

The assignment of specialty units is not subject to the filing of grievances or arbitration.

## **Section 2:**

Employees who are trained and assigned as Motorcycle Traffic Officers shall receive 5% motorcycle duty pay during the time assigned to this Law Enforcement Officer task.

## **Section 3:**

In addition, members will be compensated in accordance with the following schedule:

SWAT Commander: \$3,100/year

Executive Officer: \$2,800/year

Team Leaders (including sniper team leader): \$2,400/year

Assistant Team Leaders: \$2,000/year

SWAT (entry level): \$1,500 at end of year 1 (\$100 increase per year after years 2 and 3.)

SWAT (top out member five years) \$1,900/year

Negotiators: \$1,200/year

Command Vehicle Technician: \$800/year

Members will be paid once a year. Payment shall be made in the pay period that includes December 1. Members who do not serve on the SWAT team a full year will receive a pro-rated cash bonus in the pay period that includes December 1.

#### **Section 4:**

Members assigned to the Dive Team will be eligible for an annual \$1,200 cash bonus payable in the pay period including June 1 of each year. Members who do not serve on the dive team a full year will receive a pro-rated cash bonus in the pay period including June 1.

#### **Section 5:**

Members assigned as a public Information officer shall receive an annual cash bonus of \$500. These cash bonuses will be payable in the pay period including June 1 of each year. Members who do not serve as a Public Information Officer a full year will receive a pro-rated cash bonus in the pay period including June 1.

#### **Section 6:**

Beginning fiscal year 2020, any member who is assigned to the CUTS team will be eligible for a \$500 stipend each year. The stipend will be payable in the pay period including December 1. Members who do not serve on the CUTS team a full year will receive a pro-rated cash stipend in the pay period that includes December 1.

<p style="text-align: center;"><b>ARTICLE 19</b> <b>SHIFT DIFFERENTIAL</b></p>
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**Section 1:** Within six weeks after completion of a 26-week shift period, members eligible for shift differential will receive a cash bonus of \$2,000 for Law Enforcement Sergeants and Lieutenants. The 26-week period begins with the first pay period in January and July of each year.

**Section 2:** To be eligible for the shift differential cash bonus described in Section 1, the member must be assigned to Alpha shift or Alpha Shift K-9 as their regular assignment. If a member assigned to the Alpha shift or Alpha shift K-9 is transferred on/off the Alpha shift or Alpha shift K-9 by the department based on departmental needs, the member will be compensated for the time spent on the Alpha shift or Alpha shift K-9, at a pro-rated rate equivalent to \$154 per pay period worked on Alpha Shift for Sergeants and Lieutenants, based on the \$2,000 amount semi-annually. Alpha shift is defined as ending at or after 3:30 AM.

**Section 3:** Shift differential cash bonus will not apply to members rotating through Alpha Shift. Members on any non-Workers' Compensation related leave of absence (including use of sick, vacation, or comp time) for greater than 45 consecutive calendar days will receive a pro-rated bonus as specified in Section 2 of this article.

**Section 4:** Members voluntarily terminating employment with the City or who are granted a transfer out of alpha shift will be eligible to receive a pro-rated bonus.

**Section 5:** The assignment of shifts is not subject to the filing of grievances or arbitration.

<p style="text-align: center;"><b>ARTICLE 20</b> <b>CLOTHING ALLOWANCE</b></p>
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**Section 1:** A clothing allowance of up to eight hundred (\$800.00) per fiscal year will be provided to bargaining unit members who are permanently assigned to a full time budgeted position described in section 2 of this Article. Replacement leather items will not be deducted from this clothing allowance. The clothing allowance will be paid in the pay period including October 15 of each year.

- A. A member who is in, or transfers into an eligible position and has satisfactorily passed the 30-day probationary period, may then receive an amount equal to the number of remaining months in that fiscal year times \$65.00, not to exceed \$800.00 per year. A member must be in full pay status in that eligible position a minimum of 10 working days in the month to receive credit for that given month.

**Section 2:** The following bargaining unit member positions are authorized clothing allowance:

- A. Investigator, Criminal Investigation Component
- B. Investigator, Vice, Intelligence and Narcotics Component
- C. Administrative Lieutenant
- D. Other members at the discretion of the Chief of Police

**Section 3:** The City will deduct applicable taxes on clothing allowance.

**Section 4:** Provisions of this article will be effective upon contract ratification by the City Commission.

## ARTICLE 21 HOLIDAYS

**Section 1:** Sergeant and Lieutenant members shall be paid, at one and one-half their regular rate of pay, or convert to annual leave, at a value of one and one-half. 96 hours of Holiday pay and Personal Days, 48 hours on June 1 (all holidays from December 1 through May 31 plus one Personal Day) and 48 hours on December 1 (all holidays from June 1 through November 30 plus one Personal Day) of each year. Unit members will be given the option to make this election on May 1 and November 1 of each year. If the unit member elect's payment, regular rate will be determined as of the date of payment. The City will deduct applicable taxes.

The following days shall be considered holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Day
- Two Personal Days

**Section 2:** Any annual leave conversion is subject to annual leave balance limitations in effect.

**Section 3:** If the City closes for regular business during regularly scheduled hours, members who were not afforded the time off will be awarded compensatory time in an amount equal to the hours that the City was closed for regular business.

**Section 4:** Upon separation from employment, members shall receive all accrued but unpaid holiday pay (including one personal day) in their final paycheck from the City.

## ARTICLE 22 LONGEVITY BENEFITS

**Section 1:** All members who have been employed with the City on a regular, continuous basis in a budgeted position for a minimum of five years or have completed their fifth year of employment by the end of the calendar year and who are employed on December 1 are eligible to receive the 1% Longevity Pay Bonus. The 1% Longevity Pay Bonus is a one-time payment each year at the rate of 1% of December 1 annual base salary. Any member not in pay status on December 1 will receive the benefit upon returning to pay status.

**Section 2:** Members hired prior to November 16, 1997 who have served the City on a regular and continuous basis with satisfactory performance for a minimum of ten (10) years of service on a full-time basis are eligible to receive Longevity Merit Pay.

Members shall be eligible to receive 2½% Longevity Merit Pay at the rate of their annual base salary upon completion of their 10<sup>th</sup> year of service, and an additional 2½% of their annual base salary upon completion of their 15<sup>th</sup> year of service, and an additional 2½% of their annual base salary upon completion of their 20<sup>th</sup> year of service.

Longevity Merit Pay is not automatic and shall require a satisfactory or above evaluation and the recommendation of the immediate supervisor and Chief of Police.

In the event an employee is not recommended for a Longevity Merit Pay increase, the employee shall be eligible for reconsideration twelve (12) months subsequent to his/her eligible date.

**Section 3:** Members hired subsequent to November 15, 1997 who have served the City on a regular and continuous basis with satisfactory performance for a minimum of ten (10) years of service on a full-time basis are eligible to receive an annual Longevity Lump Sum Bonus.

Members will receive a cash Lump Sum Bonus on or about their hire anniversary date beginning with the 10<sup>th</sup> year hire anniversary as follows:

HIRE ANNIVERSARY	LUMP SUM BONUS
10, 11, 12, 13, 14 yrs.	\$500
15, 16, 17, 18, 19 yrs.	\$1,000
20 plus years	\$1,500

Members not in pay status on their hire anniversary date will receive the benefit upon returning to pay status. Members who terminate from City employment prior to their hire anniversary date will not be entitled to receive the Longevity Lump Sum Bonus.

<p style="text-align: center;"><b>ARTICLE 23</b> <b>PREVAILING BENEFITS</b></p>
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**Section 1:** The parties refer to and endorse those benefits listed in Section 3 of this Article and agree to those policy conditions during the term of this Agreement. Section 4 endorses those practices recognized.

**Section 2:** It is agreed, the City is not bound to provide benefits not listed within this Agreement.

**Section 3:** The following sections of general orders are recognized as being subject to bargaining. The remaining sections of all general orders are recognized as operational in nature and may be changed pursuant to Article 5 of this contract.

### **3.1 General Order 18 (Training)**

#### **18.3.8 Reimbursement for Training**

**A.** Department In-Service - None, should be considered a member's regular tour of duty.

**B.** Eight-hour local training (not requiring overnight lodging) -- lunch per diem

**C.** Overnight Non-Local

1. Full per diem

2. Travel expenses

3. Lodging expenses

**D.** Tuition and books

1. Department assigned - Full fees paid by Department upon approval of Chief of Police.

**E.** If training occurs on a member's regularly scheduled day off, then the member shall be compensated by one of the following methods.

1. Paid overtime

2. Compensatory time

3. Schedule change

4. The member's supervisor will decide which method will be used.

### **3.2 General Order 20 (Departmental Property - Supplies)**

#### **20.3.12 Replacement of Uniform Duty Belts and Related Items**

**A.** Uniformed Department members may replace uniform duty belts that are worn or damaged every 10 years as part of their uniform replenishment. The procedure for this replacement is as follows:

1. All worn and unusable duty belt items must first be inspected by the officer's immediate supervisor prior to any replacement.

2. The officer's supervisor's signature on a purchase request shall designate approval for the replacement.

3. The uniform duty belt item replacement shall become the property of the Department and shall be surrendered upon departure from employment with the Department.

B. No duty belt gear will be issued/reissued to reserve officers. Reserve Officers will be responsible for the purchase and maintenance of their leather gear and firearm.

### 3.3 General Order 26.3.19 Retirement

Sworn Members: A Coral Springs Police Department badge and identification card marked "Retired". Members who qualify for retirement will receive their issued duty handgun. In addition, sworn members may keep their original silver badge and gold badge(s) for any rank they achieved during their tenure. Sworn members with three years or more of their time served as a detective will keep their specialty unit badge. Detectives promoted prior to their third year may also keep their specialty unit badge. Detectives who did not complete three years and were not removed or requested to be removed from a detective position may purchase their badge at a fair market value as determined by the Chief of Police or his designee.

The retiring member will be presented with these items by the Chief of Police or his designee. In addition, the member's immediate supervisor will review the retiring member's personnel folder and prepare a summary of the employee's accomplishments. A framed copy of the employee accomplishment summary will be presented, in an appropriate venue, to the retiring member by the Chief of Police.

### 3.4 General Order 30 (Call Out/Stand by Pay)

#### 30.2 DEFINITIONS

Actual Appearance Time - The total elapsed time from the time a Department member is to report for court, a deposition, or a case filing appointment, until the required appearance of the member has concluded. This does not include travel time.

On-Call - When a Department member is designated to have the responsibility to be available to report for duty, when requested by the appropriate authority, to handle a specific task which is related to the member's job responsibilities.

Call-Out - When an on-call Department member is required by the proper authority to respond for duty to handle a specific task which is related to the member's job responsibilities.

Stand-By - When a Department member is required to be available for contact between specific off duty hours for the purpose of court or other police duties.

Subpoena - A document requiring a member to appear either for deposition or in court to give testimony concerning an incident which was related or initiated directly as a result of the member's employment with the Department

### **3.5 30.3.7 City Related Subpoena Benefit**

#### **A. Stand by Subpoena (also see article 33)**

**1. -For Stand by Subpoena, Members shall receive a comp time award as follows:**

<b>Unit</b>	<b>Hours Awarded per Year</b>
Patrol- Alpha	75
Patrol- Bravo &Mike	50
VIN- Local	70
VIN- Task Force Officers	8
Traffic	12
K-9- Alpha*	40
K-9- Bravo	20
SET	50
Community Involvement	4
Bikes- Bravo*	8
Bikes- Charlie	50
Training	4
SIU	20
BEAR	20
Investigations	16
Youth Liaison	4

\*Bravo will be for any member whose normal work shift commences before 1200 hours.

Compensatory hours will be awarded in January of each year and will be based on the members' assignment at the time the award is processed.

2. When Department members are served with a subpoena they must utilize the following procedures:

The subpoenaed member must have on file, with the Department's Witness Liaison, their Department issued cell phone number, their personal cell phone number or a phone number where they can be reached to be eligible for compensation.

The subpoenaed member must have the ability to respond, within one hour, in the appropriate attire, properly groomed, if called for an appearance, in accordance with General Order 30.

It is the member's responsibility to carry their Department issued cell phone, personal cell phone that is on file with the Department Witness Liaison or the alternate phone where they can be reached in order to receive compensation for standby.

It is the responsibility of the subpoenaed member to have all court required documents (reports, photos, evidence, etc.) in their possession prior to leaving their location of standby.

### **30.3.8 Depositions, Court, and Case Filing**

ACTUAL APPEARANCE TIME will be considered as hours worked and will be compensated in accordance with established City policy. This includes a three (3) hour minimum. However, in order to be considered as compensable time, this actual appearance time must be for City related business only.

When a member is scheduled to be in Court three hours or less before their shift begins, they may only claim the time up to their shift starting time, not the three-hour minimum.

**Section 4:** The following practices are recognized:

- 4.1 Sick Leave Donation Pool
- 4.2 Credit Union Payroll Deduction
- 4.3 Savings Payroll Deduction/Direct Deposit
- 4.4 ICMA Deferred Compensation Plan (457)
- 4.5 Blood, Donation on Duty
- 4.6 Employee Assistance Program
- 4.7 Attraction Discounts (as or if provided by the vendor to all City Employees)
- 4.8 Health Risk Assessment Testing
- 4.9 Discounts on Annual Memberships to City Operated Facilities
- 4.10 Section 125 Flexible Spending Reimbursement Accounts

## ARTICLE 24 WAGE AND HOUR

The following policies are being promulgated in compliance with the Fair Labor Standards Act (FLSA) and shall apply to all employees covered by the Fair Labor Standards Act as amended from time to time.

### ELIGIBILITY

All employees covered by the FLSA are designated as eligible regular nonexempt employees or 207(K) nonexempt as assigned.

### PROVISIONS

The City has elected to utilize the 207(K) (also referred to as "7(K)") option for all or some certified law enforcement employees.

### WORK HOURS

1. For record purposes, a workweek shall begin at 0001 each Saturday and end at 2400 hours the following Friday. An **assigned work schedule** is defined as the schedule an officer is assigned to work and expected to be present for barring an exigent operational or personal circumstance that would require the need for schedule alteration, flexing, overtime, call out, etc.
2. A **normal workday** is defined as the hours an officer works pursuant to their assigned work schedule. A pay period is defined as a 14-day period of 80-hours that coincides with the City's established payroll calendar, in accordance with the FLSA 207(k) option applicable to certified, law enforcement officers.
3. Overtime is defined as all hours worked in excess of the Member's normal workday. Each incident of call back outside of a Member's normal workday will result in the Member being credited with a minimum of three (3) hours of overtime or compensatory time, provided the member was not on-duty at the point in which the call back occurred. In the event a member utilizes leave of any type to account for absence during their normal work day and they are mandated to report for duty for any reason during the hours in which they are utilizing accrued leave, overtime hours cannot be earned. Additionally, overtime may not be earned for any off-shift detail worked during a member's normal work day without the consent of the Chief of Police or designee.
4. Mealtime shall be considered hours worked for officer's subject to response during their meal period.

5. Except for as provided in Section 3, for purposes of computing overtime, leave with pay will be counted as hours actually worked towards a normal work day.
6. Overtime hours shall be compensable by compensatory time or cash payment at the discretion of the Chief of Police or their designee. Compensation by time or cash will be at a rate of 1½ hours for each hour of overtime worked. At the discretion of the Chief of Police or their designee, compensatory time may be accrued up to a maximum of 200 hours.

An employee who separates from the City shall be compensated for unused compensatory time. At the time of payment, employees, or their designated beneficiaries, shall receive full payment for accrued compensatory time at the employee's current base rate of pay. Under no circumstances shall an employee receive payment for compensatory time in excess of 200 hours.

7. Insofar as possible, the Chief of Police and Command and Unit Supervisory Staff shall arrange the employment and work program of the department in such a way that overtime is not required. However, public necessity or emergency situation may require overtime on the part of City employees. All overtime must be authorized in advance by the Chief of Police or designee. Additionally, members are prohibited from flexing or adjusting their assigned work schedule with the intent of earning overtime. Any change to a member's assigned work schedule that will result in overtime must be approved in advance by the member's supervisor.
8. Attendance at any training course required by the City as essential to employment shall be considered hours worked. Attendance is further defined as time actually spent in training or re-training and does not include study time or time spent in personal pursuits even though the employee is quartered at a training facility during this period.
9. Travel:
  - a. Normal home-to-work travel time, whether at a fixed location or at different job sites, will not be paid or considered as time worked for purposes of overtime computation.
  - b. Travel time that is required by the City and takes an employee outside of Broward, Palm Beach, or Dade county on an overnight basis, shall be counted as compensable time. Travel time is defined as the normal number of hours required to reach the final destination using the most efficient mode and route of travel.
  - c. The mode and route of travel shall be chosen by the Chief of Police or designee, and if this choice utilizes either airplane, train, or bus, time spent traveling between home and the transportation terminal is not compensable.

- d. If the employee chooses to use a means of transportation other than that chosen by the Chief of Police or designee, then the excess hours actually required to reach the destination will not be paid nor considered as time worked for purposes of over-time computation.

## RECORDKEEPING

1. Each Department Director shall be responsible for maintaining a complete and accurate record of the hours worked for each employee in that department. These records shall cover a two-week period and shall include time in and out each day and time spent for meals. Falsification of these records shall be cause for dismissal.
2. All hours worked shall be rounded to the nearest quarter of an hour, as follows:

MINUTES WORKED or LEAVE USED	TIME CHARGED MINUTES	HOURS
0-7	00	.00
8-22	15	.25
23-37	30	.50
38-52	45	.75
53-60	60	1.00

<p style="text-align: center;"><b>ARTICLE 25</b> <b>ADMINISTRATIVE POLICY 06.04.03.01 SICK LEAVE, 06.04.03.02 SICK LEAVE INCENTIVE AND 06.04.03.03 SICK LEAVE PAY OUT AT SEPARATION</b></p>
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### Section 1 – Administrative Policy 06.04.03.01 – Sick Leave

To provide employees with a benefit that will substitute for wages during periods of an employee's inability to work due to personal illness, family illness, or accidental injury.

#### DEFINITIONS

1. Regular Full-Time Employee: An individual occupying a budgeted position and scheduled to work a minimum of forty (40) hours per work week.
2. Immediate Family: Spouse, son, stepson, daughter, stepdaughter, father, stepfather, mother, or stepmother.
3. Payroll Year: Period of time which includes all pay dates that occur during that year as reported to the IRS for income purposes.

## **POLICY**

1. The City requires regular and dependable attendance from its employees. Sick leave is a privilege granted to the employee. Any abuse of this privilege may result in disciplinary action.
2. Sick leave may be granted upon approval of the Department Director for the following reasons:
  - a. Personal illness or accidental injury.
  - b. Personal medical, dental or optical appointments.
  - c. Illness of an immediate family member, not to exceed 48 hours per calendar year unless approved by the Department Director and the Human Resources Director. The Department may request medical certification of such illness.
3. Each eligible employee shall accrue sick leave at the following rate of .04616 per hour of paid time.
4. Eligible employees shall accrue sick leave credits based on actual hours paid during the pay period, but not to exceed forty (40) hours per work week.
5. An employee's accrual of sick leave is limited to 480 hours. After an employee's sick leave accrual reaches the respective limits, he/she may still earn up to 96 hours of sick leave per payroll year, which shall be used for any needed sick time by the employee, sick time donations, or Attendance Incentive Option payment. The employee's sick leave accrual will revert back to the maximum respective cap once the annual sick leave conversion has taken place, or at the end of the payroll year if Attendance Incentive Option is not elected or does not apply.

## **ELIGIBILITY**

Only regular full-time employees are eligible to accrue sick leave credits. Sick leave accrues from the date of regular full-time employment. Temporary and part-time employees shall neither accrue nor earn sick leave privileges.

## **PROCEDURE**

To receive compensation for absence on sick leave, the following conditions apply:

1. Notify the immediate supervisor or Department Director no later than one (1) hour after the employee's assigned starting time, or earlier, if required by departmental policy or directive. Failure to give proper notice may result in an unexcused, unpaid absence. This provision may be waived by the Department Director if the employee

submits acceptable evidence that it was impossible to give such notification. When requesting sick leave for medical appointments, the employee must request leave and the leave must be approved by the immediate supervisor in advance of the medical appointment.

A "Request for Leave" form shall be completed any time use of sick leave is requested. This form must be forwarded to the immediate supervisor or Department Director for approval.

2. The Department Director may, at any time, require a medical certification of the employee's illness before authorizing any use of sick leave credits. After three (3) consecutive work days of absence, the Department Director shall have the authorization to require a statement by a physician documenting the employee's illness.
3. Where absence due to illness or injury exceeds three (3) consecutive working days, the Department Director shall have the authority to require the employee to provide a statement from a physician certifying that the employee can perform the essential functions of their position. Although not every instance of 3 consecutive absences falls under FMLA, employees should contact Human Resources for additional FMLA requirements which may be applicable.
4. If the medical certification furnished by the employee is not sufficient, the Department Director, with the concurrence of the Human Resources Department, may require a medical examination paid for by the City and conducted by a physician selected by the City. Based upon the result of the City physical examination and medical certification, one of the following conditions apply:
  - a. If an employee is evaluated as fit for work, the Department Director shall not approve further use of sick leave credits and shall request the employee to work.
  - b. If an employee is evaluated as unfit for work, the Department Director shall allow the employee to use accrued sick leave credits until such leave credits have been exhausted or until the employee is able to return to work, whichever occurs first. If the employee is medically certified as being unable to work after all sick leave credits have been exhausted, the employee shall be allowed to use accrued annual leave credits before requesting a leave without pay. Departments should contact Human Resources for assistance with such matters.
5. An employee who, upon request by the Department Director, refuses to comply with the policy shall not be eligible to use accrued sick leave credits and any absence from work shall be considered an unexcused, unpaid absence and may result in disciplinary action.

6. Employees may use or be charged sick leave in increments not less than 1/10 (0.1) of an hour.
7. Sick leave shall only be authorized after it is earned and only to the extent that the employee has acquired same.
8. If an employee has not accrued sufficient sick leave, accrued vacation leave must be used prior to requesting a leave without pay.
9. Employees who become ill while on vacation may request and be granted sick leave provided:
  - a. The employee notifies his or her supervisor in the same manner as Procedure Number 1.
  - b. A physician's certification and leave form must be furnished covering each day of sick leave requested upon the employee's return to work.
  - c. This provision does not apply for an illness of the employee's immediate family. Any exceptions to this paragraph must be approved by the Department Director and the Director of Human Resources.

## **Section 2 – Administrative Policy 06.04.03.02 – Sick Leave Incentive**

The Attendance Incentive Option is intended to reward regular full-time employees with exemplary attendance by allowing them annually the option of either converting a portion of their unused sick leave to annual leave or receiving a lump sum payment for those eligible hours, but not a combination thereof.

1. **Regular Full-Time Employee:** An individual occupying a budgeted position and scheduled to work a minimum of forty (40) hours per work week.
2. **Payroll Year:** Period of time which includes all pay dates that occur during that year as reported to the IRS for income purposes.
3. **Sick Leave Conversion Periods:** Period of time from January 1 to June 30 and July 1 to December 31 of the same year.

January thru June	Eligible for payment in the second payroll of July*
July thru December	Eligible for payment in the second payroll of January*

\*NOTE: Suggested payroll timeframes above may be subject to change if an out of cycle payroll is required to expedite payroll processing.

**POLICY:**

1. A) For all employees whose sick leave accrual balance is **less than 480 hours** at the conclusion of the sick leave conversion period:

Unused hours earned and accumulated during the sick leave conversion period in excess of thirty-two (32) hours may be converted to either:

- Lump sum payment up to a maximum of sixteen (16) hours for each sick leave conversion period or;
- Annual leave up to a maximum of sixteen (16) hours for each sick leave conversion period.
- If an employee chooses not to convert any sick leave, he or she may retain the unused accrual in his or her sick leave account, subject to the 480 hours cap.

- B) For employees whose sick leave accrual balance is **greater than 480 hours** at the conclusion of the sick leave conversion period:

Unused hours earned and accumulated during the sick leave conversion period in excess of forty-eight (48) hours may be converted to either:

- Lump sum payment up to a maximum of twenty-four (24) hours for each sick leave conversion period or;
- Annual leave up to a maximum of twenty-four (24) hours for each sick leave conversion period.

2. Payment must be in one (1) hour increments.
3. Employees may donate up to 16 hours of sick time per payroll year without jeopardizing their Attendance Incentive Option.
4. After the selection of an attendance incentive option, sick leave accruals over the respective 480 hours will be reduced appropriately.
5. Sick leave used in the prior (six months) sick leave conversion period will not prevent the employee from being eligible for the incentive in the next sick leave conversation period.

## **ELIGIBILITY**

1. **Regular full-time employees who are employed as of January 1 and July 1 will be eligible to receive the Attendance Incentive Option which is based on sick leave hours accrued during the previous six-month period and any sick leave hours used during the previous six-month period provided the employee meets the following criteria:**
  - a. **Under 480 hours:** The employee must have accumulated but not used a base of 64 hours or more of sick leave during the previous payroll year to be eligible.
  - b. **Over 480 hours:** The employee must have accumulated but not used a base of 48 hours or more of sick leave during the previous payroll year to be eligible.

## **PROCEDURE**

1. City staff will review the attendance records of all eligible employees for each sick leave conversion period in order to prepare a list of those eligible.
2. Employees who elect the lump sum payment option will receive a check in January or July covering the Attendance Incentive Option earned in the preceding six months and payment will be made at the hourly rate in effect on the payroll when the incentive payment is issued. Employees who elect to convert to annual leave will have the hours credited to their annual leave balance, not to exceed the maximum accrual amount.
3. Each employee must respond by the specified deadline to the Human Resources memorandum indicating the option chosen. If no option is selected, the default is a lump sum payment.

## **Section 3 – Administrative Policy 06.04.03.03 – Sick Leave Pay Out at Separation**

The Sick Leave Pay Out at Separation is intended to encourage exemplary attendance of regular full-time employees by offering payment for unused sick leave upon retirement or separation from the City.

## **DEFINITIONS**

**Regular Full-Time Employee:** An individual occupying a budgeted position and scheduled to work a regular forty (40) hour work week.

## **POLICY**

1. Payments for unused sick leave will be as follows:

- a. All employees will be paid for unused sick hours up to 480 hours at 25%.
  - b. Under no circumstances will an employee be paid for more than 480 hours of unused sick leave.
2. Employees will be compensated for accrued unused sick hours at their base hourly rate upon retirement or separation with a lump sum payment.
3. Beyond the established termination date, a recipient of this benefit is no longer considered an employee of the City.
4. The payments made pursuant to this section shall not be used in determining the average final compensation of an employee in a City Pension Plan.
5. In the case of death, payments will be made as designated on the most recent "Designation of Beneficiary for Final Pay" form as filed in the Human Resources Department.

#### **ELIGIBILITY**

1. All regular full-time employees who have a balance of at least ninety-six (96) hours of accrued unused sick time will be eligible for payment as prescribed in this policy.

<p style="text-align: center;"><b>ARTICLE 26</b> <b>ADMINISTRATIVE POLICY 06.04.04 FUNERAL LEAVE</b></p>
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Funeral leave is provided expressly for periods of bereavement and attending the funeral of an "immediate family member" or defined "relative".

#### **ELIGIBILITY**

Employees occupying a regular full-time position are eligible for this privilege.

#### **DEFINITIONS**

1. The "immediate family" is defined as: Employee's spouse, son, stepson, daughter, stepdaughter, father, stepfather, mother, stepmother, brother, sister.
2. A "relative" is defined as grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law or brother-in-law, half-brother, half-sister or any relative living in the same household.

#### **PROVISIONS**

1. In the event of death within an employee's immediate family, the employee may be authorized up to 40 hours of paid funeral leave.

2. In the event of death of a relative other than immediate family, the employee may be authorized up to 24 hours of paid funeral leave.

#### **PROCEDURE**

1. The employee should notify the Department Director, as soon as possible, of a need for funeral leave. The employee may be required to submit documentation to support a request for this privilege.
2. Funeral leave is not deducted from the employee's accrued leaves.

<b>ARTICLE 27</b> <b>ADMINISTRATIVE POLICY 06.04.09 TUITION ASSISTANCE PROGRAM</b>
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#### **PURPOSE**

To encourage employees to pursue higher education in an effort to enhance knowledge and skills thus improving potential for future opportunities.

#### **SCOPE**

1. To be eligible, employees must complete their initial position probationary period of twelve months. If the twelve-month anniversary date falls within a term of coursework, the employee will be eligible to receive tuition assistance for that term.
2. Courses must be related to the needs of the City and have the potential to improve performance in the employee's present function or future assignments within the City.

#### **POLICY**

1. Educational Planning
  - a. Each Department is responsible for projecting the number of employees participating in the Tuition Assistance Program each fiscal year. **Employees must disclose their education plans by completing a Continuing Education Profile by April 1<sup>st</sup> of each year to project costs for budgeting purposes. Such costs will be budgeted through the Human Resources Department.**
  - b. Employees must seek approval from their supervisor and Department Director on course load prior to enrolling to ensure it doesn't interfere with work requirements.

- c. Employees are required to submit a Tuition Assistance Application for each course semester. The application may be obtained from the Human Resources Department or on the City's intranet.
- d. Tuition Assistance applications must be received in the Human Resources Department prior to the first day of class. The Human Resources Department will notify employees of the initial approval of their application.

## 2. Provisions

- a. If the educational institution requires payment prior to the course start date:
  - 1. All costs of the course will be initially paid by the employee.
  - 2. The employee must provide itemized receipts for tuition, books and grades to the Human Resources Department within sixty calendar days after published course completion date. The City will make a payment directly to the employee.
- b. If the educational institution permits payment after course completion:**
  - 1. The educational institution, or employee, will submit an invoice to the Human Resources Department within sixty calendar days after published course completion date. The City will make a payment directly to the educational institution.**
  - 2. The educational institution will invoice the employee for any balance due. If the employee does not qualify for tuition assistance, the employee is responsible for paying all costs directly to the educational institution.**
- c. The educational institution must be accredited by an accreditation agency recognized by the United States Department of Education.
- d. Administrative operating procedures pertaining to Tuition Assistance may be amended by the Director of Human Resources from time to time as appropriate.

## 3. Financial Considerations

- a. The City shall communicate the annual maximum tuition assistance amount for "graduate" and "undergraduate" level courses. This amount is subject to change each fiscal year.**

1. Typically covers tuition and books for two courses per term
  2. Is subject to change each fiscal year
- b. Employees are eligible for tuition assistance for a maximum of one degree in each level (associates, bachelors, masters). The City will not provide assistance for a doctoral level degree.
  - c. A passing grade of "C" or higher is required for the employee to receive tuition assistance up to the annual maximum amount.
  - d. All tuition assistance costs will be **subject to taxation** per applicable Federal law.
  - e. Termination of employment, for any reason, prior to completion of course(s) will make the employee ineligible for tuition assistance.
  - f. If an employee terminates from the City within one year from the completion of course(s), the City will deduct from the employee's final paycheck the full tuition assistance amount received for the last semester. If the employee elected payment provision after course completion, the employee is responsible for the full amount of the invoice.

<p><b>ARTICLE 28</b></p> <p><b>ADMINISTRATIVE POLICY 06.04.01.01 PREMIUMS –</b></p> <p><b>RETIREES AND DISABLED EMPLOYEES</b></p>
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To specify situations where health insurance benefits will be provided to former employees and at what premiums those benefits will be provided. In the event of disability, income replacement is available to employees through the City's long-term disability insurance policy, City of Coral Springs Police Pension Plan and/or Social Security. Employees should consult specific plan documents or policies for eligibility criteria.

### **DEFINITIONS**

1. **Regular Full-Time Employee:** An individual occupying a budgeted position and scheduled to work a regular forty (40) hour work week.
2. **Regular Retired Employee:** A former regular full-time employee who meets the criteria for retirement as specified in the City retirement plan in which the employee is a member.
3. **Service Incurred Disabled Employee:** A regular full-time employee who qualifies for permanent or long-term disability under the City's long-term disability insurance policy or through the Police Officer's Pension Plan as a result of an occupational

accident or as defined by Worker's Compensation parameters, while in the performance of duties for the City.

4. **Non-Service Incurred Disabled Employee:** A regular full-time employee who qualifies for permanent or long-term disability under the City's long-term disability insurance policy, except as defined in section 3, Service Incurred Disabled Employee.
5. **Dependent Family:** The immediate family, defined as spouse and/or children, covered on the city's health plan on the date of an employee's retirement or disability.
6. **COBRA:** The Consolidated Omnibus Reconciliation Act of 1985. This Act requires that a group health plan offer continuation coverage to people who would otherwise lose coverage as a result of certain events. These events include, among other events, termination of employment due to death or disability.

## **POLICY**

1. Retiree health insurance shall be available to regular full-time employees retiring from continuous service to the City and their dependent family at 50% of the premium costs associated with health insurance coverage.  
The above rates are in effect until the retiree reaches the age of Medicare eligibility. After reaching Medicare eligibility, the retiree may continue City health insurance as a Medicare supplemental policy, paying 100% of the premium costs associated with health insurance coverage.

If the retiree is subsequently employed and is eligible to receive health insurance from the new employer, said insurance shall be primary for the retiree and any eligible dependents and the insurance provided by the City, if elected, shall be secondary for so long as the retiree remains eligible for the insurance provided by the new employer. If the other employment ends, the retiree would be able to elect City health plan coverage as primary again. If secondary coverage is elected, the retiree shall pay 100% of the premium costs association with health insurance coverage.

A retiree cannot "upgrade" coverage after their retirement date, i.e. elect dependent coverage if at retirement they have single coverage. Upon Medicare eligibility the retiree may elect City coverage as a Medicare supplemental policy at the rates effective at that time.

2. Service Incurred Disabled Employees (including active DROP participants) and Dependent Family will be permitted to continue their health insurance coverage with the City at active employee premium rates until the employee is entitled to receive Medicare benefits. Upon Medicare eligibility, the service incurred disabled

employee will be treated as a retiree (see Policy section 1). This coverage will remain in force for so long as the long-term disability carrier continues to pay disability income benefits.

3. Non-Service Incurred Disabled Employees and Dependent Family will be permitted to continue their health insurance coverage, as provided by law, under COBRA.
4. Life insurance and long-term disability coverage provided by the City will be discontinued upon retirement or disability. However, life insurance, long term disability and other coverages, if any, may be continued by the employee at his sole cost if permitted by the carrier. Information about these policies will be available through the Human Resources Department.
5. In the case of employee death, other than resulting from service incurred injury, the Dependent Family, if covered on the health plan, will have health insurance coverage sponsored by the city at active employee rates for thirty (30) days following the death. After thirty (30) days, the family will be permitted to continue their health insurance as provided by law, under COBRA.

In case of employee death resulting from service incurred injury, the Dependent Family will remain eligible for health coverage in the same fashion set forth in paragraph 2 of the Policy for Service Incurred Disabled Employees. This coverage will continue for the surviving spouse until such time as the surviving spouse is eligible for other coverage through an employer, re-marries or reaches the age of Medicare eligibility. This coverage will continue, at active employee rates, for dependent children for so long as they remain eligible for coverage under the City's health plan (to age 26). Dependent coverage may be continued from age 26 to 30 for the full (unsubsidized) cost of coverage as long as the dependent meets criteria pursuant to Florida Statute.

## **PROCEDURES**

1. The Regular Retired Employee Service Incurred or Non-Service Incurred Disabled Employee, or Dependent Family will receive information from the Human Resources staff regarding the continuation of coverage, the payment amount and payment due date, coverage limitations, etc.
2. The Regular Retired Employee Service Incurred or Non-Service Incurred Disabled Employee, or Dependent Family will be responsible for making timely payments for the insurance coverage; two late payments of more than thirty (30) days will result in cancellation of coverage.

<p style="text-align: center;"><b>ARTICLE 29</b> <b>Off-Shift Employment</b></p>
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**GENERAL ORDER 37 – OFF-SHIFT EMPLOYMENT**

**37.3.3 4 Officer Responsibility**

**A.** Police officers performing off-shift police services shall comply with all Department Directives concerning uniform standards, personal appearance and conduct.

**B.** While assigned to off-shift police service, officers shall only carry their authorized on-duty weapon.

**C.** Police officers performing off-shift police services who fail to meet their obligations, may be relieved from the assignment after documentation of their actions.

**D.** Police officers who are relieved from duty pending an investigation, administrative action, or as a result of disciplinary action, shall not perform off-shift police services. An officer on light duty status or completing the Field Training Officer Program shall not be permitted to accept off-shift police assignments.

**E.** If any Police Department supervisor determines that an officer is unfit for duty because the officer has worked too many off-shift police details, that supervisor shall submit, in writing, to the Police Chief through the chain of command, the substantiating facts and specific instances of conduct which render the officer unfit for duty. The Chief of Police, after reviewing the information, may, if he deems it necessary, prohibit the officer from working off-shift police services for any period of time he feels is required.

**F.** Officers shall work off-shift police services with the explicit understanding that they are subject to emergency recall to on-duty status.

**G.** It shall be the responsibility of each officer to report all off-shift employment income to the appropriate government agencies.

**H.** It shall be the responsibility of each member to prepare any activity logs, reports, and/or memos required by the permit holder, and as indicated on the detail slip furnished by the detail office. Required activity logs, reports, signed detail slips and/or memos shall be turned in to the detail office within 72 hours. Members who accept a detail from another member shall furnish the necessary paperwork to the Special Detail Officer within 72 hours after the detail has been worked.

**I.** Officers may not leave their detail site for personal breaks during details lasting four hours or less. For details lasting longer than four hours officers may leave their detail site for a personal break not to exceed fifteen (15) minutes, when necessary, after advising dispatch, and with supervisory approval. Breaks taken away from the detail site must be

taken at a location as close to the detail site as possible. No break shall be taken during the first and/or last hour of service.

**J.** The following disciplinary action shall be taken for tardiness, failure to prepare required paperwork, unauthorized breaks, failure to report to a detail and leaving a detail without proper authorization or relief.

**1.** Officers who report late for an off-shift detail or fail to furnish the required paperwork shall:

- On the first offense receive a Record of Discussion
- On the second offense (within one year of the first offense) be removed from the detail list for a period of three (3) months and will not be authorized to work any off-shift details during that time period and receive a written reprimand.
- On the third offense (within one year of the first offense) be removed from the detail list for a period of one (1) year, will not be authorized to work any off-shift details during that time period, and the offense shall be sent to Internal Investigations for follow-up with the possibility for further disciplinary action.

**2.** Officers who take an unauthorized break, leave without authorization, or leave an off-shift detail at the end of their shift before their relief arrives (for those details that a relief is scheduled and indicated on the detail slip) shall:

- On the first offense receive a Record of Discussion
- On the second offense (within two years of the first offense) be removed from the detail list for a period of three (3) months, will not be authorized to work any off-shift details during that time period, and receive a letter of reprimand.
- On the third offense (within two years of the first offense) be removed from the detail list for a period of six (6) months, will not be authorized to work any off-shift details during that time period, and the offense shall be sent to Internal Investigations for follow-up with the possibility for further disciplinary action.

**3.** Officers who fail to report for an entire off-shift detail have failed to report for duty and shall:

- On the first offense receive a Record of Discussion.
- On the second offense (within two years of the first offense) be removed from the detail list for a period of six (6) months, will not be authorized to work any off-shift details during that time period, and receive a letter of reprimand.

- On the third offense (within two years of the second offense) be removed from the detail list for a period of one (1) year, will not be authorized to work any off-shift details during that time period, and receive a one (1) day suspension.

**Note:** Any discipline associated with any infraction listed above will be dated from the date of the off-shift detail during which the violation occurred. The Chief of Police, or his designee, may allow a member who has been temporarily suspended from working off-shift details to work an off-shift detail if it is in the best interest of the Department.

**K.** The Chief of Police shall have the authority to prohibit any member of the Coral Springs Police Department from working off-shift police services, for cause.

**L.** Officers shall not respond to calls away from their assigned detail site unless dispatched as primary or back-up due to an emergency situation or their assistance is requested by a Patrol Supervisor.

**M.** If a detail has already been selected and a conflict exists, it will be the member's responsibility to transfer the assignment to another detail member. If a department conflict exists, the member's supervisor will notify the Special Detail Office and assist in transferring the assignment to another member.

<b>ARTICLE 30</b> <b>ADMINISTRATIVE POLICY 06.06.01 PERFORMANCE EVALUATION</b>
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**POLICY:**

The City of Coral Springs has established a system to evaluate and recognize employee performance. Through employee performance evaluation, it is also the City's objective to improve employee productivity, employee/supervisor communications, and encourage the use of the evaluation as a tool for employee development counseling.

Non-probationary members who have not reached the top of their pay range (exclusive of longevity) will receive increases as specified in Article 12, Wages, on their anniversary date, with an overall performance evaluation rating of Satisfactory or above.

**PROVISIONS:**

1. Performance evaluations shall be completed on employees to rate the efforts of work performance in each category of responsibility for a specific period of time.

2. The immediate supervisor who has direct knowledge of an employee's performance and who completes a performance evaluation form shall be known as a "rater". Raters shall provide supporting comments to explain the rating assigned to each category.
3. All department directors are responsible for the implementation of this policy within their departments and for ensuring that the ratings are justified by the supporting statements.
4. Employees that are in budgeted full time and part time positions and work more than 1,040 annually, with the exception of department directors, shall receive a performance evaluation annually or as frequently during the year as deemed to be necessary during the employment relationship. Department directors will be reviewed by the City Manager at the discretion of the City Manager.
5. The effective date of any change of status such as promotion, reclassification or demotion shall become the new job anniversary date for the employee.
6. Each new employee will be subject to a minimum one-year initial probationary period. Employees experiencing a promotion or demotion during the employment relationship will be subject to a minimum one-year position probationary period starting from the effective date of a promotion or demotion status change. If completed successfully, this date becomes the employee's job anniversary date. Any new employee who is promoted or demoted prior to successfully completing the entire initial probationary period shall begin a new one-year minimum initial probationary period starting with the effective date of the change of status. Probationary periods may be extended up to six (6) months by the department director.
7. The performance evaluation is the most common method to determine whether an employee is successfully passing a probationary period. Once the director has determined that a probationary period has been successfully passed, an employee is considered to be a regular City employee.
8. Performance evaluations for longevity merit as defined in section 06.03.03 of the Administrative Policy will not affect an employee's job anniversary date or eligibility for a merit increase at the job anniversary date. An "other" type of performance evaluation should be completed for longevity merit purposes.
9. An employee promoted at any time prior to their next regularly scheduled performance evaluation date will receive a prorated increase (see Article 12), prior to their promotional increase.

## TYPES OF PERFORMANCE EVALUATIONS:

1. INITIAL PROBATIONARY PERIOD PERFORMANCE EVALUATIONS: The initial probationary period is defined as a minimum one-year period beginning from either the date of employment or, if a promotion or demotion is experienced during this first year, the initial probation period begins again for a minimum of one year from the effective date of the change of status. Generally, there will be two (2) evaluations during this period. The first one will be completed at six (6) months into the initial probationary period. The second one will be completed at the end of the initial probationary period. If the initial probationary period is successfully passed, the employee will acquire regular status, and this date will become his/her job anniversary date. If, at any point, an employee is not successfully passing a probationary period, the employee's probationary period may be extended by the department director for up to six (6) months or the employee may be dismissed without an administrative hearing. Upon successfully passing the initial probationary period, the employee will also be eligible for a merit increase as specified in Article 12, Wages. Eligibility, however, does not indicate that an increase is automatic.
2. ANNUAL PERFORMANCE EVALUATION: This evaluation shall be conducted annually within thirty (30) days of employee's job anniversary date. Approved merit increases may be awarded as a base salary adjustment. Eligibility for a merit increase does not indicate an increase is automatic.
3. POSITION PROBATIONARY PERIOD PERFORMANCE EVALUATION: The position probationary period is defined as a minimum one-year period starting from the effective date of a promotion or demotion status change experienced during the employment relationship. The position probationary period performance evaluation shall be completed on each employee experiencing a promotion or demotion.

Generally, there will be two (2) evaluations during this period. The first one will be completed at six (6) months into the position probationary period. The second one will be completed within thirty (30) days of the job anniversary date. If the employee does not successfully pass the position probationary period, the employee may be returned to the previous or to a comparable classification at the previous rate of pay earned in the lower position. If the position probationary period is successfully passed, the employee will be eligible for a merit increase as a base salary adjustment. Eligibility, however, does not indicate that an increase is automatic.
4. OTHER PERFORMANCE EVALUATION: These types of evaluations may be conducted at any time during the employment relationship for meritorious recognition, for possible promotional consideration, or for providing notice to the employee that corrective performance measures are needed immediately to attain a satisfactory performance level in the employee's current capacity.

Six-month, initial probationary period, annual and position probationary period performance evaluations are usually generated by Personnel. Longevity merit performance evaluations or other types of "other" performance evaluations must be requested by a department director.

#### PROCEDURES:

1. Approximately one month prior to a six (6) month date or a job anniversary date, the personnel department will issue the appropriate type of performance evaluation form to the department. Every department is responsible for ensuring that a performance evaluation has been given on all eligible employees. If a performance evaluation has been omitted, the department shall inform personnel immediately. Longevity merit performance evaluations or any other kind of "other" performance evaluations are not automatically provided; the department director must request a form from personnel.
2. The rater may wish to review the forms, procedures, guidelines, applicable class specifications, and any notes or records kept on the employee during the rating period. The performance evaluation should then be used as a management tool to improve productivity and employee/supervisor communications, with impartial ratings on the employee's performance, giving consideration to all major areas of responsibilities. Specific examples of strengths, areas for improvement and supporting comments should be provided in a clear and concise manner. Any recommendations resulting from the performance evaluation should be clearly indicated on the performance evaluation form.
3. Once completed by the rater, the performance evaluation is submitted through proper levels to the department director for endorsement. Upon endorsement of the recommendations by the department director, the employee should be contacted by the rater for a performance evaluation conference to discuss the performance evaluation.
4. A reasonable amount of time should be planned in order to properly conduct the performance evaluation conference. Employee development and growth discussions are encouraged, in addition to recapping of benefits and policies. If possible, this performance evaluation conference should occur sometime in the sixth month in a classification or at least two (2) weeks prior to the employee's job anniversary date, depending upon the type of evaluation.
5. In order to maximize the performance evaluation, explanations or definitions of what satisfactory performance equates to, and steps to achieve this goal should be discussed with the employee.
6. Once the performance evaluation conference has concluded, the employee shall sign and date the performance evaluation indicating that the performance evaluation conference has taken place, even if the employee is not in agreement

with the evaluation. If an employee refuses to sign the evaluation form, the rater should so indicate it on the employee signature line and sign below it. Employees may submit their comments on a separate sheet for inclusion with the performance evaluation in the official personnel records. The performance evaluation should be forwarded through the department director to the personnel department, along with the proper form recommending a merit increase, if applicable, five (5) working days prior to the employee's recognized job anniversary date. A copy of the performance evaluation may be provided to the employee.

7. Employees whose recognized job anniversary date falls in the first seven (7) days of the pay period will have any applicable salary adjustment effective that current pay period; those in the last seven (7) days of the pay period will have their applicable salary adjustment effective with the next pay period.
8. Supervisors are encouraged to further employee/supervisor communications with the employee.

#### MERIT INCREASE APPEAL PROCEDURE:

1. Employees have the right to appeal the denial of a merit increase within five (5) working days of the date the performance evaluation is signed by the employee.
2. Appeals shall be made in writing to the department director and shall state the reasons for disagreement. In cases where the rater is the department director, the appeal shall be made through the department director and the director of personnel.
3. In all cases, the director of personnel must be notified by the applicable department director of any merit increase appeals.
4. Upon receipt of an appeal, the department director shall make arrangements for and conduct the merit increase appeal conference. The merit increase appeal conference shall occur within ten (10) days of receipt of the appeal. The employee, the rater, and all endorsement signers whose signature appears on the performance evaluation shall attend the appeal conference conducted by the department director. In cases where the department director is the rater, the director of personnel shall conduct those conferences.
5. The department director shall be the final authority on all such appeals, except where the director of personnel has conducted the appeal conference. In this case, the director of personnel shall be the final authority.
6. The department director shall provide the employee with a written statement of the final decision containing the basis for the decision within ten (10) days of the appeal conference.

7. All time limits are subject to an extension at the discretion of the appropriate director provided that written notice of the extension is given to the employee.
8. Copies of all appeal recommendations and decisions shall be placed in the employee's official personnel records.

<p style="text-align: center;"><b>ARTICLE 31</b> <b>ADMINISTRATIVE POLICY 06.11.02 (JURY DUTY)</b></p>
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**PURPOSE**

The City recognizes jury duty as a civic responsibility and therefore urges all employees to fulfill this obligation. An eligible employee may receive their pay in an amount equal to their regular work day schedule (not to exceed 11.43 hours per day) from the City for satisfying this civic duty.

**ELIGIBILITY**

All regular full-time City employees are eligible for this privilege.

**PROVISIONS**

Jury duty leave may be authorized for eligible employees who may be required to serve jury duty on a regularly scheduled employee work day, provided that such leave is requested in advance from the respective Department Director.

**PROCEDURE**

- (1) An employee must promptly present the Jury Duty Summons Notice in advance as proof of a need for Jury Duty Leave to the respective Department Director. Only employees presenting such advance notice may be eligible for pay from the City in an amount equal to their regular work day schedule (not to exceed 11.43 hours per day) for their regularly scheduled work day which jury duty falls on.
- (2) An employee may retain the mileage reimbursement and the daily statutory fee received from the court for performing this civic duty.

<p style="text-align: center;"><b>ARTICLE 32</b> <b>ADMINISTRATIVE POLICY 06.11.03 (LEAVE OF ABSENCE [FMLA])</b></p>
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**PURPOSE**

To establish a policy for granting family and medical leave in compliance with the Family Medical Leave Act (FMLA). Provisions for non-FMLA leaves are also included in this policy.

## SCOPE

In accordance with the Family Medical Leave Act, the City will grant up to 12 weeks of FMLA leave, or up to 26 weeks of military caregiver leave, during a 12-month period to eligible employees. Upon returning to work from FMLA leave, employees will be restored to their position or an equivalent position.

## POLICY

### Eligibility:

To be eligible for FMLA leave, an employee must have been employed by the City for at least 12 months and have worked at least 1,250 hours in the last 12 months. The top 10% highly compensated employees are considered key employees who may not be eligible for FMLA leaves. A third-party administrator, working with Human Resources, determines eligibility for FMLA leaves.

To be eligible for family military leave, eligible employee's spouse, son, daughter or parent must be on covered active duty or call to cover active duty status.

**If both parents caring for a new child, by birth or placement, work for the same department and request FMLA leave, they are eligible for a combined total of 12 weeks of FMLA leave (not 12 weeks each). If the leave is to care for a child with a serious health condition, then each parent is entitled to 12 weeks.**

If there is any conflict between the FMLA and this policy, the FMLA shall prevail. In the event that there is an uncommon instance not specifically defined within this policy, the FMLA shall prevail.

### Definitions:

**FAMILY MEDICAL LEAVE ACT (FMLA):** Federal legislation providing up to 12 weeks of unpaid leaves of absence for qualified circumstances and establishing employee and employer responsibilities.

**FMLA MILITARY LEAVE:** A special leave entitlement that permits eligible employees to use their 12-week entitlement to address certain qualifying exigencies or to use up to 26 weeks of leave to care for a covered service member during a single 12-month period in accordance with the provisions of the Family Medical Leave Act.

**LEAVE ENTITLEMENT:** Eligible employees may take FMLA Leave for one or more of the following reasons:

- personal serious health condition;
- a family member's serious health condition;
- for childbirth and subsequent infant childcare, foster care placement or adoption;
- for qualifying exigencies for a spouse, son, daughter, or parent who is a military member on covered active duty or call to covered action duty status.

**SERIOUS HEALTH CONDITION:** Illness, injury, impairment, or physical or mental condition that involves the following:

- overnight stay in a hospital or other medical care facility;
- conditions that incapacitate the employee or employee's family member for more than three consecutive days and require ongoing medical treatment;
- chronic conditions that cause occasional periods when the employee or employee's family member are incapacitated and require treatment by a health care provider at least twice a year;
- pregnancy (including prenatal medical appointments, incapacity due to morning sickness and medically required best rest).

**DESIGNATED 12- MONTH PERIOD:** a "rolling" 12-month period measured backward from the date of any FMLA usage.

**FIT FOR DUTY:** the employee returning from a medically related absence is able to perform all the essential functions (with or without reasonable accommodation) of their position relative to the health condition that caused the need for the absence.

**FAMILY MEMBER:** includes spouse, mother, father, son, daughter (biological, adopted, foster, stepchild, legal ward). "In-laws" are excluded. **Child includes a person under age 18 or a child can be a person 18 years of age or older who is incapable of self-care because of a mental or physical disability.**

#### Provisions

**FMLA LEAVE:** Employees may be granted up to 12 weeks of unpaid leave, **or up to 26 weeks of military caregiver leave**, during a designated 12-month period for a qualifying condition defined as "leave entitlement". Upon returning to work from the FMLA leave, employees will be restored to their position or an equivalent position. Employees will maintain their health insurance benefits at the employee subsidized rate while out on FMLA leave.

**USE OF PAID AND UNPAID LEAVE:** Employees shall use FMLA leave concurrently with accrued leave in accordance with City policies. Leave accruals (sick leave, annual leave, and personal days) must be exhausted prior to using leave without pay unless an exception is requested and approved by the Department Director and the Director of Human Resources. Exceptions will be granted on a case by case basis within the sole discretion of the Department Director and the Director of Human Resources. Use of comp time during the leave is optional. FMLA leave may be without pay if an employee does not have sufficient leave accruals to remain in pay status throughout the absence. The City's Holiday policy applies for FMLA leave. Holidays charged to FMLA leave are included as part of the 12-week leave period. **Accrued leave must be used as follows:**

- **Employee giving birth must use accrued sick leave, then annual leave and personal days;**
- **Employee that did not give birth to a child but is taking care of their child after birth, placement for adoption or foster care, or taking care of an eligible family member after giving birth must use accrued "family sick" leave (not eligible to use sick leave), then annual leave and personal days;**

- **Employee taking care of an eligible family member must use accrued "family sick" leave (not eligible to use sick leave), then annual leave and personal days;**
- **Employee taking leave for their own serious health condition must use accrued sick, then annual leave and personal days;**
- **Employee taking FMLA military leave to care for a covered service member with a qualifying exigency must use accrued annual leave and then personal days;**
- **Employee taking FMLA military leave to care for a covered service member with a serious injury or illness must use accrued "family sick" leave (not eligible to use sick leave), then annual leave and personal days.**

**LEAVE EXTENSION:** An extension (considered non-FMLA leave) may be granted at the end of 12 weeks with approval of the Director of Human Resources and the City Manager. A non-FMLA leave extension is discretionary. The employee shall continue to exhaust accrued leave balances prior to using unpaid leave. When a non-FMLA leave extends an FMLA leave, the City shall make reasonable efforts to place an employee back in the original position or an equivalent position. However, such placement is not guaranteed.

**Other Employment: Working for another employer or in another capacity for the City is prohibited when using FMLA leave.**

**INTERMITTENT OR REDUCED LEAVE:** An employee may take FMLA leave intermittently (a few days/hours at a time) or on a reduced leave schedule to care for an immediate family member with a serious health condition or because of a serious health condition of the employee when medically necessary. For childbirth, foster placement and adoption, the City may require that the entire 12 weeks be taken at one time. **When the City is caused undue hardship by accommodating the intermittent leave, the Department Director and Director of Human Resources may require a temporary transfer to an equivalent position, at their discretion.**

**PROCESS FOR BEING PLACED ON FMLA LEAVE:** An employee is required to give 30 days' notice in the event of a foreseeable leave, i.e., pregnancy, adoption, planned surgery. This notice should be in writing to the supervisor with a copy to the Department Director and the Director of Human Resources. The request must state the reason for the leave and the starting and ending dates of the leave, to the best of their knowledge. In unexpected situations, an employee shall provide notice, written or verbal, as soon as the need to take FMLA leave becomes known.

**Each department must designate leave as FMLA leave when the circumstances meet the qualifications of the FMLA. Once a department is aware that leave is being taken for an FMLA reason, the department must promptly notify the employee and Human Resources that the leave will be counted as FMLA. This notice may be verbal but will be followed by written notification from Human Resources.**

**At any time, within the City's sole discretion, the City may designate any leave as FMLA leave if the leave meets the FMLA requirements as provided for within this Policy or the FMLA.**

**MEDICAL CERTIFICATION:** Within 15 calendar days of requesting (or being placed on) FMLA leave, employees must submit a "Certification of Physician or Practitioner" form

completed by the health care provider. The required form will be provided by the Human Resources Department. The City may require a second or a third opinion at the City's expense.

**WORKERS' COMPENSATION AND FMLA LEAVE:** An FMLA leave may run concurrently with Worker's Compensation if the employee has a qualifying serious health condition. The condition is covered by Workers' Compensation benefits so the return to work date will depend on the physician's diagnosis. The employee will be reinstated to the same or equivalent position, even if recovery takes more than 12 weeks. When taken with Workers Compensation, the employee is not entitled to an additional 12-week FMLA leave for a separate qualifying condition unrelated to a Workers' Compensation injury.

**RETURNING FROM LEAVE:** Employees returning from an FMLA leave as a result of a medical condition must submit a note from their physician stating that the employee is able to resume work and is fit-for-duty. Notes must be reviewed and approved by the Department Director and/or Human Resources prior to the employee performing their duties. If a returning employee has a condition or limitation when returning to work, (i.e., light duty) then the employee shall not be permitted to work until such conditions or limitations are reviewed for reasonable accommodations and authorized by Human Resources. If there are any concerns that the employee's recovery is not complete after return to full duty, the employee may be subject to a fit-for-duty physical for the safety of the employee and coworkers, to prevent further injury or delay in recovery. Cost incurred for a fit-for-duty physical will be paid by the City. Situations will be authorized on a case by case basis for both occupational and non-occupational illnesses, injuries or conditions. Any position-specific required licenses must be valid and in effect upon returning to work.

**UNEXCUSED ABSENCES:** Any leave without pay not authorized in accordance with these provisions may be considered as unexcused absences and may result in disciplinary action up to and including termination. Other policies may prevail in response to unexcused absences.

**PERFORMANCE EVALUATION AND PROBATIONARY PERIOD:** Employees on FMLA leave (concurrent or intermittent) at the time of the annual performance evaluation, shall receive the evaluation and eligible award on the original due date. Probationary periods will be extended until the employee returns to work.

**BENEFIT ELIGIBILITY:** Employees on FMLA leave shall be eligible for participation in new or amended employee benefits at the time they are implemented. New dependents must be declared within 30 days of the event to be eligible for health benefits without proof of insurability. Current benefits are continued under applicable policies such as accruals, longevity, and gainsharing.

**INSURANCE PREMIUMS:** Employees may continue insurance benefits through payroll deductions or timely submission of premium payments at employee rates (not to exceed 12 weeks) to Human Resources. If an employee is approved for a non-FMLA leave extension beyond the 12 weeks, the City Manager may waive the customary nonsubsidized rate and charge the employee rate.

**NON-FMLA LEAVE:** Regular full-time employees may be granted up to 12 weeks of "unpaid" absence after 30 calendar days of employment. Leaves for 15 or less combined

work days (within a 12-month period) require Department Director approval. Leaves for 16 combined work days or greater (within a 12-month period) require Department Director and Human Resources Director approval. Director level requests must be approved by the City Manager. Leaves shall be based on sufficient personal needs not connected with business ventures or outside employment and are discretionary. The Director of Human Resources may place an employee on a non-FMLA leave for medical reasons if he/she is not capable of performing all the essential functions of his/her job even with reasonable accommodations. Performance evaluations/eligible awards and probationary periods will be extended by the number of work days missed. Benefits eligibility is treated the same as FMLA leaves. **Insurance benefits shall be paid at the subsidized rate while in paid status through payroll deduction and at the unsubsidized rate while in unpaid status by submitting timely payments to Human Resources.** Privileges of FMLA leaves do not apply including guaranteed job restoration. Leaves may also be rescinded if business needs change.

<p style="text-align: center;"><b>ARTICLE 33</b> <b>ADMINISTRATIVE POLICY 06.11.07 (MILITARY LEAVE)</b></p>
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## **PURPOSE**

The City of Coral Springs recognizes an employee's responsibility to fulfill U.S. Military Armed Forces obligations or annual training sessions or active duty call-up and provides this benefit to eligible employees.

## **SCOPE**

Eligible employees, **in accordance with State and/or Federal law**, are regular employees of the City who are called for military reserve or active duty status.

## **POLICY**

### Definitions:

**Military Reserves:** military units not routinely engaged in active duty status and identified as National Guard, Air National Guard, Office Reserve Corp., Army Reserve, Air Force Reserve, Marine Corp. Reserve, and Coast Guard Reserve. These units may have annual short-term training sessions.

**Active Duty Status:** military reservists who receive official orders to report for active military duty not regarded as a training session.

**Long Term Military Leave:** a period of time when military reservists are called to active duty status for **up to five (5) years**, or as otherwise provided in State and/or Federal law at the request and convenience of the government for active military duty in the Armed Forces.

**Short Term Military Leave:** a paid period of time for military reservists **up to two hundred forty-one (241) hours** annually, or such period provided by State and/or Federal law, for the purpose of short term military training sessions.

**State and/or Federal Law:** refers to provisions of Chapter 115, Florida Statutes and/or The Uniformed Services Employment and Reemployment Rights Act (USERRA), as amended from time to time.

**Supplemental Pay:** an amount necessary to bring the employee's total salary, inclusive of the military pay, to the total salary earned at the time the employee was called to active military duty.

**Armed Forces Physical Examination:** a medical/physical examination required by the military.

Provisions:

1. All actions relative to Military Leave are governed by the provisions of State and/or Federal law.
2. **Short Term Military Leave**
  - a. An eligible employee receiving official orders to report for reserve duty may receive their normal pay **and normal accruals** for that period of duty, known as Short Term Military Leave, not to exceed two hundred forty-one (241) hours annually, or **such period provided by State and/or Federal law. Employee shall also be entitled to retain their health insurance and other existing benefits while on leave.**
  - b. Upon completion of the Short-Term Military Leave, the employee must submit a written statement from their Commanding Officer attesting to their satisfactory performance to their Department Director.
3. Employees called for a Selective Service Physical shall be entitled to time off with pay. To earn this leave, the employee must present a copy of Military Leave notice to the Department Director and the Director of Human Resources prior to taking the required physical.
4. **Long Term Military Leave**
  - a. An eligible employee who is an active or inactive military reservist receiving official orders to report for active duty shall receive full pay for the first thirty (30) days and thereafter may receive supplemental pay for period of active duty, known as Long Term Military Leave. **Copies of the military pay received must be submitted periodically. Employee shall also be entitled to retain their health insurance and other existing benefits while on leave.**
  - b. Upon completion of the Long-Term Military Leave, the employee will be eligible to return to the former position held or a similarly comparable position **with no loss in seniority, pay rate or benefits in accordance with State and/or Federal law.** The period in which the employee must return to work

is based on time spent on military duty as outlined by The Uniformed Services Employment and Reemployment Rights Act (USERRA). Proof of Honorable Discharge shall be submitted to the Department Director and the Director of Human Resources. The employee must be physically and mentally capable of satisfactory performance of job duties assigned in the formally held position. An equivalent position may be offered if the former position no longer exists. A medical examination may be required at the discretion of the Director of Human Resources.

- c. Any employee on Long Term Military Leave who is discharged with less than an Honorable Discharge shall not be eligible for further supplemental pay or other benefits provided to employees. Such instances shall be considered as the employee having resigned without notice and shall only be eligible for mandated provisions of State and/or Federal law.
- d. Employees on Long Term Military Leave with dependent health coverage can continue medical coverage for dependents through payroll deductions during the active duty period.
- e. When the employee returns to work in accordance with these provisions, benefits will be in accordance with State and/or Federal law.
- f. **Accruals for sick leave, annual leave or longevity shall occur during a Long-Term Military Leave. The period of Military Leave shall not be considered as a break in service but shall be considered a leave of absence. Longevity bonuses, Gainsharing, and Attendance Incentive benefits shall be payable to the employee in accordance with City policies for the duration of Long Term Military Leave.**
- g. During Long Term Military Leave, contributions and service credits for any pension plan or ICMA Money Purchase Plans shall be in accordance with State and/or Federal law.
- h. Employees on Long Term Military Leave shall remain at their current dollar value of their current pay during Military Leave. For future earnings, the employee's **current pay will be adjusted to the new minimum pay for their position, if necessary, upon the employee's return to work. New minimum pays may have been established during Long Term Military Leave.**
- i. Probationary statuses shall remain in effect until the employee completes and successfully passes any such status after Long Term Military Leave.
- j. Job anniversary dates shall not be affected by any Long-Term Military Leave.
- k. Depending upon the period of service, employee shall report to work or submit an application for reemployment in accordance with State and/or Federal law.

<b>ARTICLE 34</b> <b>PERSONAL EFFECTS</b>
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**Section 1:** This Article will govern and limit the City's obligation to replace or reimburse unit personnel for the loss of or damage to, personal property or effects.

**Section 2:** The City shall have no obligation in any case where the Officer's negligence, carelessness or willful conduct contributed to cause the loss or damage.

**Section 3:** The City shall have no obligation unless the loss or damage occurred while the owner was on duty and in the line of duty.

**Section 4:** The following are the items for which the officer may claim reimbursement or replacement, and the limits of the reimbursement or replacement obligation.

- A. Authorized weapon or leather. The City may choose to replace the actual make and model lost or damaged, or to reimburse the officer for its value.
- B. Buck knife- - the item is to be repaired or replaced, at the City's choice, at actual cost of repair or replacement.
- C. Eyeglasses or contact lenses. Prescription eyeglasses or contact lenses are to be repaired, if feasible, or replaced, at the City's option, at actual cost of repair or replacement. The City will pay up to \$36.00 dollars to repair or replace sunglasses.
- D. Jewelry. The City will not pay for the repair or replacement of any jewelry other than one watch or one watchband, at a cost of not more than \$48.00 for a watch or \$18.00 for a watchband. Repair or replacement is to be at the City's option.
- E. Clothing. Employees who are authorized to wear civilian clothing while on duty will be compensated for the following items at the following rates:
  - 1. Trousers/skirts - not to exceed \$36.00
  - 2. Shirts/blouses - not to exceed \$30.00
  - 3. Jackets/sweaters - not to exceed \$60.00
  - 4. Shoes – not to exceed \$60.00
  - 5. Other clothing will be department-issued uniforms.
- F. Dive Equipment. Authorized dive equipment that has not been issued by the City will be repaired at actual cost. If replacement in the judgment of the City is warranted, the cost limit will be \$100.00 per item.
- G. The City will not reimburse employees for repair or replacement of any items of personal property or personal effects except as stated above, unless the item lost or damaged was being used at the time while on duty and in the line of duty and was so used pursuant to specific prior written approval from the Chief of Police, which approval must be on file in the department at the time when a request for

reimbursement is made. In such cases, reimbursement will be for actual cost of repair, replacement or substitute of equal quality, at the City's option.

H. The terms "loss" and "damage" do not include ordinary wear and tear.

I. In all cases, the City shall have the option, when repair is not feasible, to reimburse the officer for the value of the item rather than the cost of replacement, or to pay for a substitute item of equal or greater value if for any reason the City determines that replacement of the actual make, or model is not feasible.

**Section 5: Procedure for Reimbursement:**

A. Within 3 working days of the date of loss or damage, or within 3 working days of the date when the officer if disabled, becomes able to do so, the officer must file an Incident Report stating the facts related to the loss or damage. This report must be approved by the officer's immediate supervisor.

B. The requesting employee will submit in writing a request for reimbursement for the stated loss or damage.

C. The report and request will be forwarded through the chain of command to the Risk Management Coordinator for processing.

D. Upon completion of processing, the requesting employee will be issued a check for the amount required by this Article.

E. The requesting employee will be responsible for purchasing the replacement item or having the damaged item repaired, and to forward receipts for same to the Risk Management Coordinator.

<p style="text-align: center;"><b>ARTICLE 35</b> <b>GRIEVANCE PROCEDURE</b></p>
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**Section 1: Purpose.** This procedure is provided for the sole and only purpose of enforcing the provisions of this Agreement.

**Section 2: Grievance Defined.** A grievance is a written claim, presented to the appropriate City representative, as identified below, by a unit employee or by the F.O.P., that the City has violated some particular provision or provisions of this Agreement, with resulting harm to the grievant.

**Section 3: Grievant Defined.** A grievant is a unit employee who claims a violation of this Agreement with resulting harm to himself/herself, or the F.O.P. when claiming a violation of this Agreement with respect to some provision or provisions conferring a right or rights upon the F.O.P. as an organization as distinguished from the unit employees.

**Section 4: No Verbal Grievances.** Unit employees are encouraged to discuss their concerns or complaints with their supervisors and to resolve same without resorting to this grievance procedure when possible. Informal discussions with supervisors or managers, however, do not constitute grievance presentations or grievance processing, and such discussions do not toll or satisfy any time limits provided in this Article.

**Section 5: Eligible Grievance - Requirements.** The City is not required to process or answer a grievance unless:

- A. It is presented in writing.
- B. It is dated and the Grievant or Grievants named.
- C. It states whether the Grievant is proceeding without the intervention or assistance of the F.O.P.
- D. It makes reference to the specific provision(s) of this Agreement that the Grievant claims the City has violated.
- E. It contains a reasonably complete statement of the facts of the matter, as the Grievant contends them to be and states the remedy sought.
- F. It is presented to the proper City representative within the time limit provided at the appropriate step of the grievance procedure.

**Section 6: Grieving Without F.O.P. Assistance.** The right of each unit employee to present and process grievances without the assistance or intervention of the F.O.P. If the employee processes his/her own grievance, its resolution shall not be inconsistent with the terms of this Agreement, and the F.O.P. shall be afforded the right to have a representative present at any grievance meetings. The F.O.P. does not have the obligation to process grievances of non-members. In the event the employee is proceeding without the assistance or representation of the FOP, the FOP may have one representative present as an observer only during an meeting that may be held at any step as provided for in Section 12.

**Section 7: Time Limits.** The time limits provided herein are of the essence. If the Grievant fails to act within any such time limit, that grievance shall stand abandoned. If the City representative fails to act within any time limit provided, the subject grievance will then be eligible to be advanced to the next step of the grievance procedure. Any time limit provided in this Article shall be extended for five (5) business days at the written request of either party.

**Section 8: Probationary Employees.** Probationary employees shall have the right to grieve with respect to rights granted to them in this Agreement but shall in no event have the right to grieve or arbitrate any matter relating to discipline or dismissal.

**Section 9: Effect of Settlement.** A grievance may be settled on any basis that is agreeable to the parties involved and a settlement shall not be deemed to set a precedent, nor shall the fact or terms of a settlement be admissible in any future arbitration case, without the consent of the City, unless both sides agree.

**Section 10: Duty to Cooperate.** The F.O.P. and all unit members agree that upon request the City is entitled to full and complete disclosure of all information in their possession which is relevant to any grievance.

**Section 11: F.O.P. Grievances Expedited.** F.O.P. grievances, meaning those in which the F.O.P. as an organization claims the violation of a contract right running to the F.O.P. rather than to any employee(s) may be entered in Step 3 of the grievance procedure.

**Section 12: Grievances shall be processed in the following manner:**

Step 1. The written grievance, prepared in compliance with this Article, shall be presented to the employee's immediate supervisor within ten (10) business days from and after the date when the act or omission to be grieved occurred, or from and after the date when the grievant, in the use of reasonable diligence, should have become aware of the occurrence. A written answer will be provided, by notation on the grievance document, or separately, within ten (10) business days after the supervisor receives the grievance. A simple notation such as "granted" or "denied" will be sufficient if the supervisor considers that no explanation is needed.

Step 2. If the employee is not satisfied with the Step 1 answer, or in the event that the immediate supervisor does not have the authority to resolve the grievance, he/she shall be entitled to present the grievance to the Chief of Police, or his/her designee, within ten (10) business days from and after the date when he/she receives the Step 1 answer. The Chief of Police or designee will provide a written answer within ten (10) business days after receipt of the grievance.

Step 3. If the employee is not satisfied with the Step 2 answer, he/she shall be entitled to present the grievance to the City Manager or his/her designee within ten (10) business days after receipt of the Step 2 answer. If requested by the City Manager, the grievant, a Union representative, the Police Chief, the Director of Human Resources and the City Manager shall meet to discuss the grievance within ten (10) business days of its submission to the City Manager. The City Manager shall issue his/her written decision within ten (10) business days after that meeting or ten (10) business days after receipt of the grievance if no meeting is held. The Union Representative shall be allowed to attend this meeting with pay if on duty at the time of the meeting.

**Section 13: Abuse of Procedure.** The grievance procedure is not to be abused.

**Section 14: Time for Investigating, Processing Grievances.** Employees are to investigate, process and otherwise deal with grievances and arbitrations on the off-duty

time of all personnel involved, except when and as the Chief of Police expressly agrees to the use of on-duty time in a specific instance.

**Section 15:** Where a grievance involves an issue of general application or affects two or more employees, the grieving party may designate it as a class action grievance. Resolution of the grievance shall be effective for all class members under the same terms and conditions as if the class member himself filed the grievance on the date submitted in their own name.

## **ARTICLE 36 ARBITRATION**

**Section 1:** Right to Arbitrate. The F.O.P. shall have the right to submit to arbitration any grievance that has been processed through the grievance procedure in a proper and timely fashion.

**Section 2:** Notice to City. When initiating arbitration, the F.O.P. shall give the City a written notice of intent to arbitrate, by delivering same to the City's Director of Human Resources. Such a notice must be given within fifteen (15) calendar days after the Step 3 grievance answer is received.

**Section 3:** Notice to FMCS. The party initiating arbitration shall give notice of intent to arbitrate to the other party and shall concurrently file with the Federal Mediation & Conciliation Service a request, with copy to the other party, for a list of seven (7) arbitrators to be mailed to the F.O.P.'s designated representative and to the City's Director of Human Resources.

**Section 4:** Selection Procedure. Within fifteen (15) calendar days after receipt of the list of arbitrators unless extended by mutual consent, the parties or their representatives shall, in a meeting or by telephone, alternately strike one name at a time from the list, with the first strike being determined by coin-flips until only one name remains, and that arbitrator shall be selected to hear the case. Each side has the right to reject one full list within fifteen (15) days after receipt of the list. In the event that a party or its representative fails to respond within thirty (30) calendar days to the other party's efforts to select an arbitrator, the FMCS shall be permitted to appoint an arbitrator.

**Section 5:** Notification. Either party may notify the FMCS of the identity of the selected arbitrator, and the matter shall thereafter proceed in accordance with the reasonable instructions and orders of the arbitrator, subject to the following limitations:

- A. No arbitrator shall have before him/her at any time more than one case involving this Agreement without voluntary consent of both parties.

- B. The arbitrator shall use his/her best reasonable efforts to accommodate the parties' requests concerning hearing dates, times and places, due to operational considerations.
- C. The arbitrator shall not admit evidence concerning any grievance settlement(s) or settlement efforts without the consent of both parties.
- D. The arbitrator shall not add to, subtract from, or modify any term or provision of this Agreement in any way.
- E. The arbitrator, by accepting appointment, agrees to render a decision within thirty (30) calendar days after the close of the hearing, subject to his/her authority to grant more time for the filing of briefs.

**Section 6: Arbitrator's Fee, Expenses, Reporter.** Each party shall bear the expense of its witnesses and all of its own costs and expenses of arbitration, except that the losing party shall pay the arbitrator's fee and expenses. If the arbitrator rules partially for each party, the parties will share the arbitrator's costs and expenses equally.

**Section 7: Awards as Precedents.** An arbitrator shall not be bound by a prior arbitrator's decision or award, although he/she may give it such weight as he/she deems proper.

**Section 8:** This arbitration procedure shall be exclusive to the FOP subject to the following:

- A. Section 447.401, Florida Statutes, however, allows a union to limit its obligation to fairly represent all employees in a bargaining unit by providing that it need not process grievances for non-members. Subject to Sections 447.301 and 447.401, Fla. Stat., and cases construing said statutes, the FOP is authorized under Florida law to decide whether it will exercise its right of representation on behalf of non-dues paying bargaining unit members in arbitration. Thus, the FOP shall be given notice if a non-member files a request for arbitration, whereupon the FOP will determine whether it will accept or decline representation of the member and promptly notify the City of its decision in writing. If the FOP declines to represent a bargaining unit member because they are not a member of the FOP and in the FOP's opinion the grievance has merit, the FOP's duty of fair representation terminates, and the FOP non-member may individually pursue a grievance through arbitration pursuant to the terms of this collective bargaining agreement.
- B. No grievance shall be submitted to arbitration unless the FOP determines that the grievance has merit. The determination as to merit shall be in writing and delivered to the City simultaneously with, or within, the intent to arbitrate, required in Section 2, above. The failure to provide a determination as to merit simultaneously with, or

within, the intent to arbitrate shall be considered as if the FOP determined that the grievance does not have merit and the City shall not be required to submit the grievance to arbitration.

<p style="text-align: center;"><b>ARTICLE 37</b> <b>PHYSICAL AND MENTAL FITNESS</b></p>
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**Section 1: Agreed Objective.** The parties agree and mutually recognize the importance of continuing physical and mental fitness for law enforcement officers.

**Section 2: Physical Examinations.** Law enforcement officers agree to undergo physical examinations, by providers of the Department's choice and at its request and expense, no more than once during each year of employment, or whenever a superior officer so requests because of a reasonable belief, based on objective considerations, that there is a legitimate concern as to the officer's physical fitness for duty.

**Section 3: Determinations of Mental Fitness.** Officers agree to undergo examinations to determine their continuing mental fitness for duty whenever a superior officer so requests because of a reasonable belief, based on objective considerations, that there is a legitimate concern as to the officer's mental fitness for duty.

**Section 4:** The City shall be entitled to be fully informed with regard to all tests or examinations referred to in this Article. Furthermore, the officer agrees to cooperate and sign any release or authorization that the examiner may require for this purpose. Any release or authorization signed by a member will enable the examiner to fully assess the situation and provide a complete summary recommendation to the City. Upon request, an officer the City shall grant the officer access to read the report. The officer may make a written request to receive a copy of the report, however, the City is under no obligation to comply with such request.

**Section 5: Expedited Arbitration.**

A. **Request Time Limit.** Within twenty-four (24) hours after a superior officer's request, under Section 3 or Section 4 of this Article, for an examination, the officer to be examined shall be entitled to request, in writing, an expedited determination of his/her objections to the examination by a mutually agreed upon outside party, to hear and determine such disputes under this Article. Absent such a timely, written request, the officer will report for the examination as scheduled.

B. **Earliest Practicable Hearing.** Upon being so notified by the Union or the City, the mutually agreed upon outside party will hear the matter as soon as possible and in any event within one calendar week from and after the date when the officer's request is presented to the City. Any delay beyond a week will require the consent of the City, the Union and the officer involved.

C. Informal Hearing. This expedited arbitration is separate from and independent of any other arbitration procedure referred to in this Agreement. It shall not be subject to any federal or state statute or act governing arbitrations. There shall be no notice or time requirements or allowances other than as provided in this Article itself, or by the arbitrator in his/her discretion. The agreed upon third party is authorized to set and conduct an informal and expedited hearing and to decide all questions of procedure.

D. Issue. The expedited hearing shall be limited to the issue whether there are objective considerations upon which the superior officer could have a reasonable belief that there is a legitimate concern as to the officer's physical or mental fitness for duty.

E. Decision. The agreed upon outside party shall state his/her decision at the conclusion of the hearing.

F. Appeal or Suit to Vacate. If the agreed upon outside party rules in the City's favor, the officer will report for and undergo the requested examination as scheduled, regardless of any appeal or legal action to reverse, modify or vacate the arbitrator's decision.

**Section 6: Disclosure Obligation.** It is the obligation of each unit officer, before entering upon the performance of duties on any given day or shift, to disclose to their immediate supervisor, or to another superior officer if the immediate supervisor is not available, the existence of any physical or mental problem, infirmity or deficiency of which the officer is aware, and which could in reason affect his/her fitness for duty during the shift or tour of duty, whether the condition is temporary or permanent. It is also the officer's obligation to promptly inform their supervisor whenever the officer is under the care of or is scheduled to be under the care of a physician, chiropractor or other health care or medical care provider, if the condition for which care, or treatment is received or sought is one that could adversely affect the officer's fitness for duty.

<p style="text-align: center;"><b>ARTICLE 38</b> <b>FIELD TRAINING OFFICERS</b></p>
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**Section 1:** Bargaining unit members who are trained and endorsed by the department as Field Training Officers are eligible to receive fifty dollars (\$50.00) per shift for those shifts in which they are actually performing the function of Field Training to persons assigned to the Field Services Division.

<p style="text-align: center;"><b>ARTICLE 39</b> <b>PROBATIONARY PERIOD</b></p>
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All newly appointed unit employees shall be considered probationary for a period of twelve (12) months, with the City maintaining the sole discretion of extending the

probation an additional six (6) months during which time they shall be subject to dismissal without the City being required to state a reason, and they shall not have access to the grievance or arbitration procedures of this contract with regard to discipline or dismissal, or for any purpose other than the enforcement of rights granted to them by this Agreement

<p style="text-align: center;"><b>ARTICLE 40</b> <b>CHEMICAL DRUG TESTING</b></p>
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**Section 1:** The City of Coral Springs, the Coral Springs Police Department and FOP have the responsibility to provide the community with the highest level of police services and to ensure that its employees have the physical and mental abilities to perform their assigned duties. Therefore, to insure the integrity of the department and to preserve the public trust and confidence, this Article implements the policies and procedures for random drug-testing of members.

**Section 2:**

- A. It is the policy of the Coral Springs Police Department that all members agree to submit to random drug testing.
- B. The application of this article with respect to drug testing does not abridge anything included in a union contract; nor does it infringe upon an employee's right to redress under grievance or other administrative or judicial proceedings.

**Section 3:** For purposes of this Article, the following definitions apply:

- A. Sworn Employee - Those employees who have been formally vested with full law enforcement powers and authority.
- B. Supervisor - Those sworn employees assigned to a position having day-to-day responsibility for supervising subordinates, or who are responsible for commanding a work element.
- C. Drug Test or test - Means any initial screening test utilizing a sensitive, rapid, and reliable procedure using an immunoassay procedure; and/or any confirmation test using gas chromatography/mass spectrometry.
- D. Random - Means unannounced drug testing. No more than 25% of the members will be tested in any given year of the contract. Members will be selected using a computer generated random selection process based on members employee identification number. Selection will be conducted by the Human Resources Manager or designee and witnessed by the Drug Testing Coordinator and a representative of FOP (Lodge President or designee). Each member has an equal chance of being selected each time, regardless of prior selection.

- E. The Human Resources Manager or designee will conduct the selection process. After the Human Resources Manager or designee has accessed the computer program and conducted the process, a printout will be made of each random selection process. The selection printout will be signed by the Director of Human Resources or designee and immediately scanned and delivered via email to the Drug Testing Coordinator for member notifications. The Drug Testing Coordinator and FOP Representative will initial/sign the listing to document they have observed and overseen the process
- F. Drug Testing Coordinator - The coordinator will be the Office of Professional Standards, Internal Investigations Supervisor. The coordinator will notify the member and representative of FOP as soon as practical, in writing, that he/she has been selected for random drug-testing and the location to which the employee must proceed for testing.
- G. Selection Agent - The City Human Resources Director or designee who will select candidates for random drug testing by using a computer generated random selection process that is based upon the social security numbers of all sworn police Law Enforcement Officers.
- H. Medical Review Officer (MRO) - A licensed physician with knowledge of substance abuse disorders and training to interpret and evaluate positive results with prescriptive or other relevant medical information.
- I. Drug - Any amphetamines, cannabinoids, cocaine, phencyclidine (PCP), or opiates, barbiturates, benzodiazepine or a metabolite of any of these substances for the Florida Administrative Code (F.A.C.) 11B-27.00225 7 panel tests.
- J. Positive test - Means the results of a confirmation test reported through a medical review officer finding the presence of drug(s) in one's body.
- K. Specimens - Urine will be used for the initial and confirmation testing for all drugs.
- L. Chain of Custody - Refers to the methodology of tracking specified materials or substances for the purpose of maintaining control and accountability from initial collection to final disposition for all such materials or substances and providing for accountability at each stage in handling, testing, and storing specimens and reporting test results.
- M. Initial Drug Test - Means the first test which is used as a screen to identify negative and presumptive positive specimens. The initial test for all drugs shall be a sensitive and reliable Food and Drug Administration (FDA) approved immunoassay procedure.
- N. Confirmation Test - A second analytical procedure (gas chromatography/mass spectrometry) used to identify the presence of a specific drug or metabolite in a

specimen, which test must be different in scientific principle from that of the initial test procedure and must be capable of providing requisite specificity, sensitivity, and quantitative accuracy.

O. Prescription or Nonprescription Medication - Means a drug or medication obtained pursuant to a prescription as defined by s. 893.02 or a medication that is authorized pursuant to a federal or state law for general distribution and use without a prescription in the treatment of human diseases, ailments, or injuries.

P Threshold Detection Level - Means the level at which the presence of a drug or alcohol can be reasonably expected to be detected by an initial and a confirmatory test performed by a laboratory that meets standards established herein. The threshold detection level indicates the level at which valued conclusion can be drawn that the drug or alcohol is present in the employee's sample.

Q. GC/MS - Means gas chromatography/mass spectrometry.

**Section 4:** The following procedures will be followed with respect to random drug testing:

A. The City will randomly test all sworn Law Enforcement Officers by using a computer generated random selection process that is based upon the employee identification numbers of all sworn Law Enforcement Officers. All drug testing performed on individuals will be in compliance with established procedures in this article. These include the use of special testing forms, trained personnel, and special processes and handling to ensure the integrity and accuracy of the testing process. Upon selection, members will be provided additional security seals that they may elect to utilize when providing their specimen. The use of the additional seal is solely at the discretion of the member. Failure to utilize additional seals shall not be a cause to negate a positive test.

B. Drug-testing includes taking urine samples which are sent to federally certified testing laboratories which are agreed on by the City and FOP to test for the presence of drugs as detailed in Section 3. Positive test results will be reviewed by a Medical Review Officer (MRO), to determine if the individual has a legitimate medical explanation for a positive test result. When an initial urine test indicates a positive test result for a drug, a confirmation test will be conducted using the same sample to confirm the results of the first test. These test(s) are conducted at the expense of the City of Coral Springs. The Coral Springs Police Department and the City of Coral Springs will not be notified in the case of a positive result until and unless the confirmation test also proves positive.

C. All positive initial tests shall be confirmed using gas chromatography/mass spectrometry (GC/MS).

- D. Laboratories provide the designated Medical Review Officer (MRO) with any confirmed positive results; the MRO contacts the tested employee to obtain a confidential explanation of any positive results which must be supplied within 5 work days. The MRO then makes a determination and reports either pass or fail results to the Drug-Testing Coordinator. The Drug-Testing Coordinator will notify a FOP representative of all test results, both positive and negative. An MRO can require an additional drug test on the initial specimen if the initial screening is deemed scientifically unsatisfactory.
- E. Specimens will be analyzed by a highly qualified independent laboratory agreed on by the City and FOP and approved by the Florida's Agency for Health Care Administration. Collection sites, which are agreed on by both the City and FOP, will have all the necessary elements to ensure collection, security, chain of custody, temporary storage, and transportation of specimens to approved laboratories. Laboratories used are to be licensed and approved in accordance with federal and state laws. Quality control and chain of custody procedures are to ensure the integrity of drug tests.
- F. At the time of notification, the member will report without delay to the collection site. Members selected who are off duty will report within three hours after the start of their next shift to the collection site. If the collection site is not open during a selected member's shift, the member will report within three hours after the opening of the collection site. A member on authorized leave who is scheduled to return within two days when selected will be required to report for testing on the day he or she returns to duty. A member on authorized leave who is not scheduled to return within two days when selected will not be required to report for testing. Members will be compensated, including overtime if applicable, for time spent complying with this article.
- G. Personnel authorized to administer drug tests shall require picture identification from each member to be tested before they enter the testing area.
- H. The bathroom facility of the testing area shall provide privacy to the member.
- I. Where the employee appears unable or incapable to give a specimen at the time of the test, testing personnel shall document the circumstances on the drug-test report form. The employee shall be permitted no more than four (4) hours to give a sample, during which time he/she shall remain in the testing area, under observation. Reasonable amounts of water may be given to the employee to encourage urination. A member who does not submit a sample within the 4-hour time frame will be required to provide the city with a physician's statement explaining the conditions that would medically prevent the providing of a sample. If no physician statement is provided, the member shall be considered to have refused to submit to a drug test.

- J. When there is a reason to believe that the employee may have altered or substituted the specimen to be provided, a second specimen shall be obtained immediately. Any alteration in the second specimen shall result in an automatic positive drug test.
- K. The designated collection site will have a consent form which must be signed by the employee; listings of the common and chemical names of drugs tested and drugs that may affect test results. Employees with technical questions regarding medications may consult with the MRO. Information provided by the individual is maintained in confidence by the testing provider.

#### **Section 5:**

- A. In addition to random testing, the City shall retain the right to require any member to undergo chemical drug testing any time based on a reasonable suspicion that the unit member is under the influence of controlled substance(s) or drug(s). A finding of reasonable suspicion shall be based upon the opinions of at least two members of the Coral Springs Police Department.
- B. An opinion that a unit member is under the influence of drugs may be based on any or a combination of the following:
  - 1. Facts, and/or inferences reasonably drawn, those facts in light of experience, which would lead a reasonably prudent person to suspect that the officer is under the influence of drugs.
  - 2. The officer's possession of suspected illegal drugs or drug paraphernalia, or the presence of suspected illegal drugs or paraphernalia in an area or vehicle controlled or used exclusively by the officer, other than in the line of duty, and which the officer fails to explain in a voluntary statement to the satisfaction of the department. The discovery of such drugs or paraphernalia in an area or vehicle controlled or used by the officer and others may serve as a basis for reasonable suspicion when the others offer or voluntarily agree to be tested and the officer refuses.
- C. In those circumstances where testing is required pursuant to this section each of the two persons providing the required opinion shall complete the parts of the Areas of Observation Form that are applicable, using the Additional Comments section where the opinion is based in whole or in part on factors other than those specified in the form.
- D. All procedures and disciplinary actions set forth in this article shall apply to reasonable suspicion testing as well as random testing.

## Section 6: Testing Methodology.

- A. Testing shall be conducted in a manner to assure the highest degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been certified by the U.S. Department of Health and Human Services (DHHS) or the AHCA. **All testing will be conducted with procedures set forth in Chapter 59A-24, "Drug-Free Workplace Standards", of the Florida Administrative Code, as amended.**
- B. The testing or processing phase shall consist of a two-step procedure; an initial drug screening test and a confirmation test. In order to ensure the reliability and integrity of the testing process, the laboratory shall verify, with regard to urine sample analysis that: each urine sample was screened by either an enzyme immunoassay or radio immunoassay testing method or an equally scientifically rigorous screening method. The immunoassay screen employed must, at minimum, test for the presence of the following controlled substances or classes of controlled substances or their metabolites and be capable of detection at the following minimum levels:

<u>Substance:</u>	<u>Initial Test - Nanograms per Milliliter</u>
Amphetamines (illicit)	1,000
Cannabis or Cannabinoids (illegal)	50
Cocaine (illegal)	300
Opiates (illicit, illegal)	2,000
Phencyclidine (PCP) (illegal)	25
Barbiturates	300
Benzodiazepines	300

Concentrations of a drug at or above the following levels shall be considered a positive test result when performing a confirmatory GC/MS test on a urine specimen that tested positive using a technologically different initial screening method:

<u>Substance:</u>	<u>Confirmation Test - Nanograms per Milliliter</u>
Amphetamines (illicit)	500
Cannabis or Cannabinoids (illegal)	15
Cocaine (illegal)	150
Methaqualone Opiates (illicit, illegal)	150
Phencyclidine (PCP) (illegal)	25
Barbiturates	150
Benzodiazepines	150

Each urine sample which was screened positive by an immunoassay method or an equally scientifically rigorous screening method, for any of the specified controlled substances or their metabolites set forth in this section, must be confirmed and verified by gas chromatography-mass spectrometry. Each substance isolated must be specified by chemical name. Unless verified as described herein, a urine sample screened positive by an immunoassay method or equally scientifically rigorous screening method shall be considered inconclusive.

- C. All testing results for prohibited drugs must be verified by the Medical Review Officer (MRO).
- D. Any member may request that a representative accompany him/her to the collection site. A reasonable period of time, not to exceed one hour, will be allowed to provide time for FOP representative to be present. The absence of such representation does not, by itself, negate or mitigate the requirement to provide specimens for required drug-testing.
- E. State drug-free workplace standards as set forth in Chapter 59A-24, Florida Administrative Code regarding procedural controls and accounting mechanisms imposed upon the collection site, processing laboratory, the MRO, and the City with respect to testing for prohibited drugs will be followed. These procedures require the use of tamper-proof specimen containers for urine samples, employee certification of specimen "ownership", use of chain-of-custody documentation, regimented quality control standards, blind samples (for urine testing), equipment calibration testing, and specific certification and training standards. Only confirmed positive test results will be used as evidence of prohibited drug use or misuse. Testing which does not follow State Standards must be invalidated or "canceled" and reported as a negative result.
- F. Split Sample:
  - 1. At the time a drug test is administered, a sufficient sample will be collected so that the sample may be split into two separately marked, sealed containers. All protocols regarding identification of the sample and chain of custody will be observed.
  - 2. When an initial urine test indicates a positive test result for a drug pursuant to this policy, a confirmation test will be conducted using the same sample to confirm the results of the first test. These test(s) are conducted at the expense of the City of Coral Springs. The Coral Springs Police Department and the City of Coral Springs will not be notified in the case of a positive result until and unless the confirmation test also proves positive.
  - 3. In the event the initial drug test of the first sample yields a positive test result for a drug pursuant to this policy, the employee, at his own expense, may elect to

have the second or split sample tested at a federal/state certified hospital or laboratory of the employee's choice. The testing methodology shall be equal to or better than the methodology used on the initial test and the same threshold for a positive result shall be used. Chain of custody protocols shall be followed to ensure the integrity of the testing.

4. This second or split sample must be requested within 60 calendar days of notification to the member by the City of a positive test result.

**Section 7: Drug Tests Results.** Employees with positive confirmed tests are contacted by a Medical Review Officer. If the MRO subsequently reports a positive (failed) result to the City, the employee is placed on suspension without pay immediately; provisions of this policy as provided in Section 8 are carried out.

**Section 8: Timeline.**

- A. Within five (5) working days from receipt of the positive confirmed test results from the MRO, the City informs the member in writing of the positive (failed) results, furnishes a copy of the specific positive (failed) results, the consequences of the results, and options available; the tested member has five (5) working days to provide a written response explaining or contesting the results, and why a violation of this policy has not occurred. Within fifteen (15) days from receipt of response, the City provides a written response to the tested employee explaining whether the submitted explanation is satisfactory. A final decision regarding employment status, in accordance with this Article, is then rendered by the City.
- B. Members with a positive confirmed test result for illegal drugs will be subject to discipline up to and including termination. If a member has been suspended for a positive (failed) test result, and has suffered any loss including pay, time accrual or pension benefits, and the member's explanation is later deemed satisfactory by the City or through an arbitration process as set forth in Article 32, then upon return to normal employment status, that member will be made whole in regard to those items.
- C. Members with a positive confirmed test result for illicit drugs will be subject to suspension without pay for up to 15 days, will be required to pass a drug test prior to returning to work, will be subject to 2 years of follow up testing and will be required to abide by a treatment plan prescribed by the City's Employee Assistance Plan Provider. Failure to abide by the prescribed treatment plan will be grounds for discipline up to and including termination.
- D. Members with a second positive confirmed (not including any testing requested on a split sample) test result (either through follow-up or random testing) for illicit drugs will be subject to discipline up to and including termination.

- E. Members who voluntarily enter rehabilitation programs or EAP's for drug related problems are required to submit to follow up drug testing utilizing the F.A.C. 11B-27.00225 7 panel guidelines as evidence of successful participation in such programs. Follow up drug testing shall occur without notice to the member at least once in the first and second years after completing the prescribed program. Members must pass a drug test prior to returning to duty after treatment at a substance abuse or rehabilitation center.

**Section 9: Chain of Evidence-storage.**

- A. Each step in the collection and processing of the urine specimens shall be documented to establish procedural integrity and the chain of custody.
- B. Where a positive result is confirmed, urine specimens shall be maintained in secured, refrigerated storage for the time period regulated by state law.

**Section 10: Voluntary Participation in EAP or Rehabilitation.**

- A. Employees may voluntarily seek substance abuse counseling through Human Resources or directly through the Employee Assistance Program offered by the City. Other than the City provided EAP benefit, employees are responsible for any rehabilitation costs, even if the EAP refers the employee to a particular program.
- B. Employees are not disciplined because they voluntarily seek treatment for a drug related problem. However, drug or alcohol users are held to the same performance standards as other employees, regardless if the performance is related to drugs or alcohol. Voluntary participation in an EAP or rehabilitation program is not protection from disciplinary measures resulting from job-related infractions, misconduct, offenses, or unsatisfactory job performance.
- C. Employees in safety sensitive positions who voluntarily enter into EAPs or rehabilitation programs for drug or alcohol related problems are transferred into a non-safety sensitive position (if available) or placed on leave without pay while participating in the program. Accrued leave or leave without pay may be used consistent with applicable benefit policies. Employees not drug tested who have completed a voluntary rehabilitation program and are drug-free may return to work.
- D. Employees previously testing positive for an illicit drug who have completed a prescribed treatment plan may return to work; such employees are subject to follow up drug testing without notice for a two-year period. Failure to remain drug free throughout employment with the City may result in disciplinary action up to and including termination.

#### **Section 11: - Records of Drug Test Results.**

- A. All records pertaining to department required drug tests shall remain confidential and shall not be provided to other employers or agencies without the written permission of the person/employee whose records are sought.
- B. Drug test results and records shall be stored and retained in compliance with state law, or for an indefinite period in a secured area where there is no applicable state law.
- C. Records and/or documents relating to drug testing are kept confidential and retained in Human Resources separately from the employee's personnel records. Such records are not public records.
- D. Confidentiality is maintained to the extent allowed by law for persons who seek counseling through the Employee Assistance Program. Confidentiality is also extended to include all information received by the employer through a drug testing program. Such information may not be used or received into evidence, obtained in discovery or disclosed in any proceedings except in accordance with this section or in determining compensability under Chapter 440, Florida Statutes and for Unemployment Compensation determinations.
- E. This section does not prohibit the City, agent of the City, or laboratory conducting drug testing from having access to employee drug test information or using such information when consulting with legal counsel in connection with action brought under or related to this section or when the information is relevant to its defense in a civil or administrative matter.

#### **Section 12: - Refusal.**

- A. Any employee who fails or refuses to comply with an order or directive to undergo chemical drug-testing, and/or fails or refuses to cooperate in the testing procedure, whether with cause or random selection, will be subject to disciplinary action up to and including termination.

<b>ARTICLE 41 ALCOHOL TESTING</b>
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It is the intent of the City and FOP to establish provisions for the implementation of a drug free work place policy in accordance with the Florida Statute 440 and Florida Administrative Code 59A-24. The purpose of this Article and Article 40 is to define the specific circumstances under which the use of drug and alcohol testing will be used by the City. To the extent that the following provisions conflict with the City's city-wide drug free work place policy the provisions of the Agreement will prevail. To the extent that the provisions of this Agreement conflict with Florida Statute 440 and Florida Administrative Code 59A-24 and then, only to the extent that such conflict negates the benefits of

establishing a drug free work place policy, the parties agree that they will meet to resolve any such conflict in a manner which permits full implementation of the benefits of Florida Statute 440.

**Section 1:** Unit members shall not report for duty or use City equipment while under the influence of alcohol, nor shall a unit member consume alcohol while on duty. The sole exception is that an officer may consume alcohol on duty where specifically authorized to do so as being necessary to a duty assignment.

**Section 2:** A unit member shall be deemed to be under the influence of alcohol if he/she is physically or mentally impaired and/or unable to appropriately perform job-related duties in an acceptable manner because of the use of alcohol.

**Section 3:** A superior officer may require a unit member to promptly submit to a breath alcohol test given by a trained and qualified Department employee, in a private area, if the superior officer has a reasonable suspicion that the unit member is under the influence of alcohol. No second opinion shall be required, but the superior officer requiring the breath test shall promptly fill out the Areas of Observation Form appearing at the end of this Article.

**Section 4:** Since time is of the essence in breath testing, the superior officer need not fill out the form until after the test is administered. The completed form shall be retained in the unit member's personnel file.

**Section 5:** The penalty for violations of this Article shall be a matter for determination upon a consideration of the particular facts and circumstances under a just cause standard and may or may not include discharge for a first offense. All penalties prescribed under this Article shall be subject to the grievance and arbitration procedures of this Agreement.

**Section 6:** By agreeing to this Article, the City does not waive its rights to prescribe disciplinary action, up to and including discharge, under a just cause standard, because of acts or omissions on the part of an officer not covered by this Article, which are wholly or partially related to the use or abuse of alcohol.

**Section 7:** Testing procedures under this Article shall, to the extent permitted by law, be confidential in nature, and information relating thereto shall be provided on a "need-to-know" basis.

**Section 8:** A breath test may be ordered by any superior officer based on a reasonable suspicion, founded on objective factors, that an officer involved in an on-duty vehicle accident was under the influence of alcohol at the time of the accident. The superior officer requiring the breath test need not fill out an Areas of Observation Form, and the unit member shall submit to the test immediately upon being directed to do so.

**Section 9:** This Article does not operate to extend or reduce the City's obligations or prerogatives with reference to alcoholism among employees under applicable law.

## **ARTICLE 42 PROTECTIVE VESTS**

**Section 1:** The parties take note of the City's past practice of issuing a maximum concealment protective vest to every certified officer when entering upon employment. The City agrees to continue this practice during the term of this Agreement. The vest currently issued shall include shock plates, and the officer may choose the new wrap-around model. Since the vest is not considered a part of the uniform, and does not affect the officer's clothing allowance, the City retains the right to select a quality vest, meeting a minimum of "Class II or IIIA" specifications which is to be issued from time to time. An Officer may elect to upgrade the vest, which meets minimum department guidelines, at the officer's expense. Officers that upgrade their vest may elect to keep the vest upon replacement or retirement.

**Section 2:** The wearing of the issued vest while on duty is mandatory, except as provided in General Order 43.

**Section 3:** It is agreed that all officers who are issued vests have an obligation to provide reasonable care and maintenance, for the vest and for body armor supplied to them. All officers will be required to have a serviceable vest for their use. If the vest becomes unserviceable, a new vest will be supplied at the cost of the City, unless, in the sole option of the Chief of Police or designee, the officer has not given the vest the reasonable care and maintenance required, in which event, the vest will be replaced at the cost of the officer.

**Section 4:** All protective vests shall be replaced within five (5) years of issue.

## **ARTICLE 43 DEATH IN LINE OF DUTY**

**Section 1:** The City will provide an Honor Guard at a funeral service for any member of the Police Department who is killed or dies in the line of duty.

**Section 2:** The City shall compensate the Unit member's beneficiary for the total sick leave, annual leave, compensatory and other leave time at 100% within thirty (30) days of the death in the line of duty.

**Section 3:** For a complete description of benefits refer to City Ordinance Chapter 13 Article II Coral Springs Police Officer Pension Plan (13-9 Death Benefits). Additional definitions regarding eligibility can be found in Sections 112.18(1)(a), 112.18(2), Florida Statutes and Florida Administrative Code Chapter 60S Section 4.008(9)(c) and (d), as may be amended in the future, unless the contrary is shown by competent evidence.

## **ARTICLE 44**

### **K-9**

**Section 1:** A bargaining unit member who is assigned as a K-9 Officer and is issued a canine, shall be allowed one (1) hour per on-duty work day to accommodate those activities necessary for caring for their canine. The rate of pay for this purpose shall be their base hourly rate at straight time.

**Section 2:** On off-duty days, a bargaining unit member who is assigned as a K-9 Officer and is issued a K-9 will be compensated with one (1) hour of pay per day at their base hourly rate at straight time. No compensation shall be provided for off-duty days where the canine is kenneled at the City's expense.

**Section 3:** The City will provide funds reasonably sufficient to maintain canine equipment, supplies, and veterinary care.

**Section 4:** The Chief of Police reserves the right to suspend, modify, or remove the use of any given canine or K-9 Program.

**Section 5:** The City will contribute \$2,000 annually to the fraternal Order of Police K-9 Service Dog Fund. FOP will provide the City an annual accounting of this fund.

## **ARTICLE 45**

### **LAYOFF AND RECALL**

**Section 1:** As used herein, a reduction in force is defined as occurring because of economic, budgetary, or operational considerations, and does not refer to relieving an officer from active duty for a reason which is specific to that individual.

**Section 2:** In the event of a reduction in force among unit personnel, the following provisions shall apply:

- A. It shall be the City's proper right and function to determine if and when any reduction in force shall take place, as well as the extent of any such reductions.
- B. No regular full-time unit employee shall be laid off unless all probationary unit employees have first been laid off. The City shall have the right to select probationary employees for layoff for such reasons as it deems appropriate, and a laid off probationary employee shall have no right to grieve his/her selection and no right to be recalled to work.
- C. In the event that regular full-time unit employees are to be laid off, selections for layoff will be made on the basis of seniority, and those laid off will be recalled to work, in reverse order of layoff, before new unit personnel are hired, subject to the remaining provisions of this Article.

**Section 3:** Seniority, for the purpose of this Article, is defined as the employee's length of continuous service for the City as a sworn law enforcement officer in whatever rank. The employee's service will be deemed continuous, so long as he or she remains in employment status with the City as such a sworn officer except that the following periods of time shall not be counted but will not otherwise cause a break in seniority:

- A. Unpaid leave of absence for 180 consecutive calendar days or more, in which event the entire period of leave shall be deducted.
- B. Any period of disciplinary suspension for fifteen (15) consecutive calendar days or more, in which event the entire suspension period shall be deducted.
- C. Any period of time that is deducted from an employee's seniority in whole or partial settlement of a dispute as to a disciplinary action.

**Section 4:** A laid off employee must maintain a valid law enforcement officer certification and comply with the provisions of Chapter 943, Florida Statutes, to be considered for recall, and will also be subject to loss of recall rights up to a maximum of two (2) years on continuous layoff.

If the employee is unable to return to work when recalled because of non-service connected physical or mental disability but subsequently recovers prior to two (2) years following the day of layoff, at that time the employee shall be entitled to replace the employee with the least classification seniority if less than his/her own, then working. If such employee is not recalled within two (2) years following the day of layoff, the employment relationship shall be terminated.

If the employee is unable to return to work when recalled because of service-connected physical or mental disability, the employee shall retain all rights provided under the City's Pension Plan or under the law.

**Section 5:** The laid off employee, in order to maintain the right of recall, must:

- A. Keep the City continuously informed of their current complete residence address, current complete mailing address if not the residence address, and a current telephone number where the employee can be reached in person or by leaving a message within a period of five (5) consecutive calendar days.
- B. Be available to return to work as scheduled within fourteen (14) calendar days after receipt of notice to return, unless temporarily disabled, in which event the officer shall remain on layoff status, subject to Section 7 during the period of continuous temporary disability, but for a maximum period of six (6) months.
- C. Respond to any recall notice within a period of five (5) consecutive calendar days after the City leaves a message that the employee is being recalled with the employee or other party answering the telephone referred to in subparagraph A.,

or within ten (10) consecutive calendar days after the City mails a recall notice to the mailing address required in subparagraph A. above by certified mail, return receipt requested.

D. Not give notice to retire or resign during the period of layoff.

E. Not decline to return to work in accordance with any recall notice given.

**Section 6:** Time in layoff status shall not count for the purpose of earning any benefit, unless the specific benefit plan expressly provides otherwise, and an employee on layoff status shall not enjoy economic benefits other than those earned while in active employment.

**Section 7:** In case of employees otherwise having equal seniority, ties shall be broken first by reference to departmental length of continuous service, and then by reference to total length of continuous service with the City. If there still remains a tie, it shall be broken by coin-flips.

**Section 8:** All rights of layoff and recall relating to a reduction in force provided in this Article are subject to the City's right to have each available job within the unit assigned to an officer who is physically and mentally capable of satisfactorily performing all of the duties of the job. The same standard shall apply to recalled employees as with new employees provided for in Coral Springs Police Department Personnel Standard Operating Procedures Manual.

**Section 9:** As an exception to the Section 6 definition of seniority, when an officer is retired, either normal, early or disability, and returns to employment as a sworn employee in this unit he/she will receive seniority credit for the time in retirement. This section does not, in and of itself, confer a right of re-employment upon any retiree.

## **ARTICLE 46**

### **DISCIPLINE AND DISCHARGE**

**Section 1:** All disciplinary actions, including discharge, taken against unit members shall be based upon just cause.

**Section 2:** A grievance challenging disciplinary action can, at the option of the Union, be initiated at the lowest step of the grievance procedure in which the City representative has the authority to act.

**Section 3:** Suspension, Demotion, or Termination. Prior to the imposition of any suspension, demotion or termination, the affected employee, after notice of the charges against him or her, shall have the opportunity, at his or her option, to meet with the disciplining authority and the Director of Human Resources, or his/her designee. At such a meeting, the affected employee shall have the right to be accompanied by an FOP

representative and/or his or her attorney. In the event the affected employee is proceeding without the assistance or representation of the FOP, the FOP may have one representative present as an observer only. At the meeting with the disciplining authority and the Director of Human Resources, the affected employee shall have the right to present any evidence on the charges and/or to otherwise argue why the proposed disciplinary action shall not be taken. The presentation of evidence may be orally or in writing. The meeting may be taped at either party's option. After the imposition of discipline, the effected employee shall have the right to challenge the discipline per Article 37, the Grievance Procedure and Article 38 Arbitration. The grievance shall be filed at Step 3. The grievance and arbitration procedure shall be the exclusive procedure for challenging suspensions, demotions, or terminations of bargaining unit employees and no other City administrative procedures or policies shall apply to such challenge.

## **ARTICLE 47 SENIORITY**

**Section 1:** Seniority shall consist of continuous accumulated paid service as a Law Enforcement Officer with the Coral Springs Police Department. Seniority shall be computed from the date of appointment in each rank. Seniority shall accumulate during absence because of illness, injury, vacation, military leave, or other authorized leave, not to exceed 12 calendar weeks per year.

**Section 2:** Application:

- A. Seniority for officers joining the Coral Springs Police Department shall be based on the date of swearing in as a Law Enforcement Officer.
- B. In the event that more than one recruit graduates from the Police Academy on the same date, sworn in on the same day at the same time, seniority shall be determined by using their final academy ranking.
- C. If a previously Florida certified, officer is sworn in along with the newly certified Academy graduate, the person with the previous Florida certification will automatically have seniority.
- D. Should several previously certified, officers be sworn in on the same date and at the same time, seniority shall be based on the number of years of prior experience as a police officer, except that Florida certification shall take precedence over out of state certification.

**Section 3:** Seniority as defined in this Article shall govern the following:

- A. Vacation requests for holidays shall be made ninety (90) days prior to the first day of the vacation dates being requested. Such requests shall be granted based on seniority.

B. Seniority shall be one of the criteria used for selection of Road Patrol shifts.

<p style="text-align: center;"><b>ARTICLE 48</b> <b>SOCIAL MEDIA</b></p>
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## **PURPOSE**

The City of Coral Springs understands that advances in technology and changes in culture are factors that influence the organization in both positive and negative manners. Social media, in general, is one of these external influences and the City of Coral Springs has a duty to protect the reputation and integrity of the organization and its members, as well as to guard against liability and potential legal risk.

## **SCOPE**

This policy applies to all City employees who engage in social networking.

## **POLICY**

In the rapidly expanding world of electronic communication, social media can mean many things. Social media includes all means of communicating or posting information or content of any sort on the Internet, including web log or blog, personal website, social networking, web bulletin board or a chat room, as well as any other form of electronic communication.

The same principles and guidelines found in the City's policies apply to employee activities online. Ultimately, employees are solely responsible for what they post online. Before creating online content, employees need to consider some of the risks and rewards that are involved. Conduct that adversely affects the employee's job performance, the performance of employee's coworkers, or otherwise adversely affects customers may result in disciplinary action.

## **GUIDELINES**

### **1. Know and Follow the Rules**

Employees are responsible for reading and following this policy, as well as the Ethics Affirmation, Discipline Policy, and Anti-Harassment Policy to ensure their postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, obscene and pornographic material, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may be subject to disciplinary action up to and including termination.

## **2. Be Respectful**

Employees shall always be fair and courteous to coworkers, customers, suppliers, or people who work on behalf of the City. Employees shall keep in mind that they are more likely to resolve work-related complaints by speaking directly with coworkers or by utilizing the City's Open-Door Policy than by posting complaints to a social media outlet. Nevertheless, if employees decide to post complaints or criticism, they should avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparages coworkers, customers, suppliers, or people working on behalf of the City, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or City policy.

## **3. Post Only Appropriate and Respectful Content**

Employees shall never represent themselves as a spokesperson for the City. If the City is a subject of the content being created, the employee shall be clear and open about the fact that they are an employee and that their views do not represent those of the City, their coworkers, customers, suppliers, or people working on behalf of the City. If the employee publishes a blog or post online related to the work they do, or subjects associated with the City, it must be made clear that the employee is not speaking on behalf of the City. It is best to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of the City of Coral Springs."

Employees shall not wear clothing/uniforms bearing City logos/insignia in posted photographs unless they have permission from their Department Director (excludes external events when representing in official capacity). Employees must have permission from the City's Communications and Marketing Department to use a City logo or branding in their postings.

It is understood that only the following employees can post on behalf of the City: Public Information Officers (or designated alternates) or designee approved by the Director of Human Resources or the Director of Marketing and Communications. Any member who does not wish to have their photo posted on social media should inform in writing the Human Resources Administrator in the Police Department.

The Office of Professional Standards shall monitor and investigate violations of this Article.

## **ARTICLE 49**

### **ANTI-HARASSMENT AND NONDISCRIMINATION**

#### **PURPOSE**

The City of Coral Springs is committed to providing a work environment in which all employees are treated with respect and dignity. Employees have the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits unlawful discriminatory practices, including harassment. Therefore, the City expects that all relationships will be businesslike and free of discrimination and harassment.

The City has developed this policy to ensure that all its employees can work in an environment free from unlawful harassment, discrimination and retaliation. The City will make every reasonable effort to ensure that employees are familiar with this policy and aware that any complaint in violation of this policy will be taken seriously, investigated timely, and resolved appropriately.

#### **SCOPE**

This policy applies to all employees when related to conduct engaged in by fellow employees or by someone not directly connected to the City (e.g., an outside vendor, consultant, customer). Conduct prohibited by this policy is unacceptable in the workplace and in any work-related setting outside the workplace such as during business trips, business meetings, community events, workshops, focus groups, and business-related social events.

Non-employees, such as City volunteers, interns, and board and committee members are also expected to treat employees and each other with respect and dignity.

#### **POLICY**

##### Definition

**Sexual Harassment:** Sexual harassment constitutes discrimination and is illegal. It is defined as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example: a) submission to such conduct is made either an expressed or implied term or condition of employment, b) submission to or rejection of such conduct is used as a basis for an employment decision affecting the harassed employee, or c) such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive work environment.

Sexual harassment may include a range of subtle and not-so-subtle behaviors and may involve individuals of the same or different gender. These behaviors may include unwanted sexual advances or requests for sexual favors; sexual jokes and innuendos; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess

or sexual deficiencies; leering, whistling or touching; insulting or obscene comments or gestures; display of sexually suggestive objects or pictures; and other physical, verbal or visual conduct of a sexual nature.

**Harassment:** Harassment on the basis of any other protected characteristic is also strictly prohibited. Harassment is verbal, written or physical conduct or mental intimidation that shows hostility or aversion toward an individual because of his or her race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, marital status, citizenship, genetic information, or any other characteristic protected by law, or that of his or her relatives, friends or associates, and that: a) has the purpose or effect of creating an intimidating, hostile or offensive work environment, b) has the purpose or effect of unreasonably interfering with an individual's work performance, or c) otherwise adversely affects the employee's employment opportunities.

Harassing conduct includes gossiping; slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes; and written or graphic material that denigrates or shows hostility or aversion toward an employee or group that is placed on walls or elsewhere on the employer's premises or circulated in the workplace, on company time or using company equipment by email, phone (including voice messages), text messages, social networking, sites or other means.

Bullying is another term that may be used for harassment. Bullying is defined as the use of force, threat, or coercion to abuse, intimidate, or aggressively dominate others. The behavior is often repeated and habitual and is strictly prohibited by the City.

#### Provisions

1. Employees shall not commit an act of harassment or sexual harassment against any other employee or nonemployee. An employee who commits a violation of this provision shall be subject to discipline up to and including termination
2. All levels of supervisors share responsibility for communicating this policy, for recognizing, responding and taking corrective actions, and/or preventing harassment of City employees.
3. Employees who feel they are a victim of harassment are encouraged to advise the individual instigating the harassment that the conduct or behavior is unwelcome and offensive. If the behavior continues, the employee should immediately report the behavior as outlined in Procedures #1 below.

#### Reporting Procedures

1. Employees should report their complaint immediately to a member of their direct management (chain of command) or the Director of Human Resources (or designee).

2. If the employee made the complaint to a member of their direct management, the management employee will notify the Director of Human Resources (or designee) and the Office of Professional Standards of the complaint.
3. The Office of Professional Standards shall monitor and investigate violations of this Article.
4. The City will provide an administrative response in a timely and reasonable manner (within 30 days, if possible). The response will indicate corrective actions, if any, to the employee filing the complaint and to the individual(s) involved in the complaint.
5. If the employee perceives the situation to be threatening, he or she may request authorization, verbally or in writing, to use accrued annual leave or leave without pay or request a temporary job transfer. Approvals will be determined on a case by case basis by the department director and Director of Human Resources (or designee).
6. Disciplinary and/or corrective actions shall be imposed based upon the severity of confirmed harassment.
7. Confidentiality shall be maintained to the extent allowed by law to the persons involved in any investigation of a complaint. Unnecessary disclosures shall be prohibited.
8. Employees exercising their rights by filing a complaint in good faith will not be retaliated against by the City regardless of the findings of the investigation. However, any employee found to have provided false or misleading information or does not fully cooperate with an investigation when filing a complaint may be subject to disciplinary action.

<p style="text-align: center;"><b>ARTICLE 50</b> <b>ADMINISTRATIVE POLICY#: 06.03.08 CRITICAL INCIDENT PAY</b></p>
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**PURPOSE**

Describe the compensation received by employees during a critical incident (i.e., hurricane, tornado, terrorist attack) that may require continuous work schedules for essential employees. Only the City Manager, or designee, can declare a critical incident status for the City of Coral Springs ("the City"). Upon the issuance of a Tropical Storm Warning or Hurricane Warning that includes the City of Coral Springs, the City Manager (or designee) shall identify the date and time upon which normal business operations will cease and this pay policy will take effect.

## SCOPE

This policy applies to all regular budgeted full-time and part-time employees of the City at all locations.

## TERMS AND DEFINITIONS

On-Duty: the period of time during working hours an employee is at work or scheduled to be at work, or when an employee has the appearance of being at work or representing the City such as while in uniform or driving City-identified vehicles, or when performing authorized critical incident duties not within their regularly defined duties.

Essential Employee: an employee that is deemed essential by their Department Director and required to provide services to the public during a critical incident.

Non-Essential Employee: an employee that is deemed non-essential by their Department Director who provide services to the public and are not permitted to report to their workplace during a critical incident.

## POLICY

The City requires all employees to work when called upon to do so even if the work schedule is outside of their normal work schedule to ensure continuation of essential services to the public. Critical incidents may require 24-hour continuous work schedules for essential employees. In addition to compensation for those working the critical incident, there may be occasions when the City Manager determines it is necessary to close City facilities, and employees may be either sent home or advised to remain at home.

## PROCEDURE

### 1. NON-EXEMPT EMPLOYEES

- a. Critical Incident Time when the City is considered **open** for regular business (time coded in accordance with prevailing procedures):

Regular hours: Hours worked directly related to the critical incident during the regularly scheduled work schedule shall be paid in accordance with regular pay procedures.

Overtime hours: Hours worked directly related to the critical incident, but outside the regularly scheduled work schedule, shall be paid in accordance with overtime pay procedures.

Employees sent home during regularly scheduled work hours to prepare for emergency and then return to work will be paid for regularly scheduled work hours.

- b. Critical Incident Time when the City is considered **closed** for regular business (time coded in accordance with prevailing procedures):

Regular hours: Hours worked directly related to the critical incident during the regularly scheduled work schedule shall be paid a 25% premium to their base hourly rate.

Overtime hours: Hours worked directly related to the critical incident shall be paid in accordance with overtime pay procedures at time and one half of the employee's regular rate of pay (does not include the 25% premium).

Employees sent home during regularly scheduled work hours and/or requested to remain at home until further notice will be paid for regularly scheduled work hours.

## 2. PART-TIME EMPLOYEES

- a. Hours worked directly related to the critical incident shall be paid a 25% premium to their base hourly rate.

3. When the Department Director or designee has deemed the workplace safe, and it is safe to travel to and from the workplace to perform non-critical duties, employees will be compensated at regular salary and in accordance with normal pay procedures.

4. When the City is considered **closed** for a critical incident, *essential* employees that are on approved leave must contact their immediate supervisor or Department Director for a determination of their leave status. Such leaves may be cancelled, and the essential employee recalled to duty due to the critical incident. If the leave is cancelled and the employee is recalled to duty, the hours shall be paid under Procedures 1-3 above upon arrival at the workplace.

5. Management must ensure that *essential* employees on duty receive sufficient sleep so as to avoid endangering their safety or the safety of others due to fatigue. Sleeping periods of at least 5 hours per (24) hour shift (need not be consecutive) shall be paid in accordance with Procedures 1-3 above.

6. When the City is considered **closed** for a critical incident, *non-essential* employees that are on approved leave or holiday shall be paid in accordance with the applicable leave or holiday policy. These hours shall not be paid under Procedures 1-3 above.

7. *Non-essential* employees that are unable to report to work once they are recalled to duty, shall use either compensatory time, annual leave, or leave without pay to cover their time after the recall is issued until they are able to actively report to work.

## RESPONSIBILITIES

**Employee:** Accurately reports all hours worked and submits their bi-weekly timesheet in a timely manner to their manager for approval. Falsification of these records shall subject an employee to disciplinary actions, up to and including termination.

**Management:** Approves all hours worked and verifies information reported by the employee on their bi-weekly timesheet is accurate.

**Human Resources:** Responds to policy related inquiries and consults with employees on the interpretation of policy statements. Notifies employees of any policy changes.

**City Manager:** Determines when facility closures are necessary and authorizes amendments to the policy. Oversees administrative operating procedures that provide timesheet codes to support this policy.

#### **ARTICLE 51 ZIPPER CLAUSE**

The parties acknowledge and agree 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 included by law within the area of collective bargaining and that all the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right to require further collective bargaining, except as may be required by Florida law. This Agreement contains the entire contract, understanding, undertaking and agreement of collective bargaining for and during its term, except as may be otherwise specifically provided herein.

#### **ARTICLE 52 SEVERABILITY**

**Section 1: Savings Clause.** If any portion of this Agreement shall be determined to be legally invalid, unlawful, unenforceable, null or void, all other portions shall remain in full force and effect.

**Section 2: New Provisions.** In such event, the parties agree to meet, at the request of either, at reasonable times and places, and attempt to negotiate a legal replacement provision.

#### **ARTICLE 53 DURATION AND RENEWAL**

**Section 1: Term.** This Agreement shall become effective as of midnight following its ratification by the City Commission or the unit employees, whichever occurs later, and it shall remain in full force and effect through September 30, 2021. Unless specifically provided for, no provisions of this contract will be retroactive.

**Section 2: Renewal Negotiations.** Negotiations may begin 180 days prior to the expiration of this agreement upon written notice from either party of a desire to negotiate, renew or terminate the agreement. Upon the giving of such notice, the parties agree to meet at reasonable times and places and seek to negotiate a renewal agreement. The parties shall then proceed as provided by law.

IN WITNESS/WHEREOF, the parties have caused this agreement to be signed by their duly authorized representatives on this 19th day of December, 2018.

  
MICHAEL GOODRUM, City Manager

  
GLENN MATONAK, President

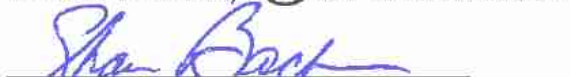
  
JOHN PULEO, FOP Staff Rep.


NEGOTIATING TEAM FOR THE  
CITY OF CORAL SPRINGS:

  
MELISSA HELLER, Deputy City Manager

  
CLYDE PARRY, Chief of Police

  
DALE PAZDRA, Director of Human Resources


  
SHAWN BACKER, Deputy Police Chief

  
BRAD MCKEONE, Deputy Police Chief


NEGOTIATING TEAM FOR  
FRATERNAL ORDER OF  
POLICE:

  
RANDY ROSENBERG

  
PAUL KEMPINSKI

  
NICHOLAS MAZZEI

APPROVED AS TO FORM:

  
JOHN J. HEARN, City Attorney

THIS AGREEMENT APPROVED UPON ADOPTION BY THE CITY COMMISSION OF  
THE CITY OF CORAL SPRINGS ON THIS 19th DAY OF  
December, 2018.

  
JOY CARTER, Vice Mayor

ATTEST:

  
DEBRA THOMAS, CMC, City Clerk