

CITY OF TITUSVILLE

AND

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

***Police Officer, Corporal, Sergeant and
Dispatcher***

AGREEMENT

October 1, 2016- September 30, 2019

TABLE OF CONTENTS

Article Number	Page Number
Preamble	5
ARTICLE 1 Recognition	6
ARTICLE 2 Non-Discrimination	7
ARTICLE 3 Dues Deduction	8
ARTICLE 4 FOP Business	9
ARTICLE 5 Services to the FOP	10
ARTICLE 6 Personnel Records	11
ARTICLE 7 Shift Exchange and Substitution	12
ARTICLE 8 Vehicles and Equipment	13
ARTICLE 9 Promotions	14
ARTICLE 10 Employee Disciplinary Procedures	15
ARTICLE 11 Grievance and Arbitration	18
ARTICLE 12 Legal Protection	24
ARTICLE 13 Educations Assistance and Incentive Pay	25
ARTICLE 14 Holidays	29
ARTICLE 15 Sick and Personal Leave	31
ARTICLE 16 Leave of Absence	36
ARTICLE 17 Vacations	38
ARTICLE 18 Insurance	40
ARTICLE 19 Hours of Work and Overtime	41

Article Number	Page Number
ARTICLE 20 Wages	45
ARTICLE 21 Political Activity	46
ARTICLE 22 Retention of Badge and Identification Cards at Retirement	47
ARTICLE 23 Uniforms and Equipment	48
ARTICLE 24 Occupational Disability Leave	49
ARTICLE 25 Seniority	50
ARTICLE 26 Liability Insurance	53
ARTICLE 27 Work Rules	54
ARTICLE 28 Management Rights	55
ARTICLE 29 Labor Management Committee	56
ARTICLE 30 Severability Clause	57
ARTICLE 31 Waiver	58
ARTICLE 32 Alteration of Agreement	59
ARTICLE 33 Official Communication	60
ARTICLE 34 Strikes and Lockouts	61
ARTICLE 35 Drug and Alcohol Testing	62
ARTICLE 36 Pension Plan	75
ARTICLE 37 Outside Employment Services	80
ARTICLE 38 Term of Agreement and Wage Reopener	82
ARTICLE 39 Duration & Signature	83

Attachments

Attachment A	FOP Dues Deduction Form
Attachment B	Individually Assigned Vehicle Program (General Order 321.3)
Attachment C	Promotional Process (General Order 304.6)
Attachment D	Discipline (General Order 307.7)
Attachment E	Disciplinary Action Memorandum
Attachment F	Pay Proposal Chart

PREAMBLE

THIS AGREEMENT is entered into by the City of Titusville, Florida, hereinafter referred to as the "City," and the Florida State Lodge Fraternal Order of Police Inc. (FOP) herein after referred to as the "FOP", for the purpose of promoting harmonious relations between the City and the FOP, to establish an orderly and prompt procedure for the resolution of grievances, to insure continuation of departmental operations, to settle differences which might arise and to set forth the basic and full Agreement between the parties concerning rates of pay, wages, hours of work, and all other terms and conditions of employment.

ARTICLE 1

RECOGNITION

In accordance with the Florida Public Employees Relations Commission, Certification of Representation following Election, Certification Number 1778, and the City hereby recognizes the FOP as the sole and exclusive bargaining agent for "all sworn officers of the Titusville Police Department". Included in this agreement are employees in the classification of Police Officer, Corporal, Sergeant and Dispatcher.

Excluded from this agreement are employees in the classifications of Chief of Police, Deputy Chief, Major, Lieutenant and all other employees of the City of Titusville.

For the purposes and duration of this agreement, the position of Dispatchers include Public Safety Telecommunicators (PST) and Public Safety Answering Point (PSAP) Supervisors.

ARTICLE 2

NON-DISCRIMINATION

The City and the FOP agree not to interfere with the rights of police personnel to become or not to become members of the FOP, and there shall be no discrimination, interference, restraints, or coercion by the City or the FOP against any employee because of FOP membership or non-membership, or because of race, creed, color, sex, national origin, or disability.

ARTICLE 3

DUES DEDUCTION

The City agrees that upon receipt of a voluntary written individual notice from any bargaining unit member on the agreed upon form (see appendix Attachment A), the City shall deduct from the pay due such employee the FOP dues and/or charges for other legally permissible FOP activities.

Said employee only may revoke such authorization after the employee serves a written notice to the City with a copy to the FOP. Thirty (30) days after receipt of the employee's written notice, the City shall stop withholding FOP dues from the employee.

Dues shall be deducted each designated pay period and those monies shall be remitted to the FOP thereafter. No deduction shall be made from the pay of an employee for any payroll period in which the employee's net earnings for the payroll period, after tax deductions, are less than the amount of dues to be checked off.

The FOP agrees to save and hold the City harmless from any and all suits, claims, or judgments arising because of City's compliance with the provisions of this article.

Dues shall be due and payable in bi-weekly installments at the rate of \$18.46, or as amended during the term of this agreement upon notification by the FOP to the City.

Said dues shall be sent by U.S. mail to:
Florida State Lodge Fraternal Order of Police,
242 Office Plaza,
Tallahassee, Florida 32301.

ARTICLE 4

FOP BUSINESS

The FOP shall designate, in writing to the Human Resources Director, two (2) FOP representatives, to be responsible for presenting grievances to the designated City representative, as outlined in Article 10, Grievance Procedure. Upon request, an employee covered by this agreement may request the FOP representative adjust employee grievances as provided herein. Nothing shall prevent an employee from presenting, at any time, the employee's own grievances in person or by legal counsel per the City's Personnel Policies.

The FOP representative may leave their work assignment for the purpose of adjusting grievances as stipulated in the Grievance Procedure. However, prior to leaving their work assignment, he/she must request permission of their immediate supervisor, advising them of their purpose and nature of their leaving. The FOP representative will notify the immediate supervisor of the grievant of the representative's presence immediately upon entering the area.

The FOP representative cannot leave their work assignment during emergency situations or until a substitute worker is provided, if one is required.

The FOP representative shall work on their assigned job and meet the same standards as any other employee, except as provided herein for the purpose of handling grievances.

The City agrees that the accredited representative of the State or County FOP upon approval of the Chief of Police or their designee, shall have reasonable access to the City premises, during working hours, to conduct Association business, except as prohibited by law.

The FOP representative may be allowed to attend police department related meetings while on duty at the discretion of the shift supervisor.

ARTICLE 5

SERVICES TO THE FOP

The City shall furnish all personnel a copy of the Police Department Rules and Regulations and any future amendments thereto in electronic format if available.

The City will provide the FOP on a quarterly basis, a complete roster of the bargaining unit including name, classification, address, and current pay rate.

The City shall provide a mailbox for each employee for use by the City and the FOP to distribute official mail and other communications.

The City will provide adequate Bulletin Board space for the use of the FOP Its use will be restricted as follows:

- A. Notice of FOP elections or appointments.
- B. Results of FOP elections.
- C. Notices and minutes of FOP meetings.
- D. Notices of recreational and social affairs.
- E. Any other material which is mutually agreed to by the Police Chief and the FOP.
- F. FOP representatives are allowed to utilize the City's email system to provide official correspondence to members of the bargaining unit.

ARTICLE 6

PERSONNEL RECORDS

All personnel records of the employees shall be managed in accordance with Chapter 119 of the Florida Statutes.

Upon reasonable request, any employee shall have the right to inspect their personnel records. The employee shall have the right to make duplicate copies of this record for their use and the City agrees no record shall be concealed from the employee's inspection.

Employees shall have the right to add to their personnel records written refutation of any unfavorable allegations contained therein. Employee shall be notified of all personnel records request and shall be provided a copy upon request of what was released.

ARTICLE 7

SHIFT EXCHANGE AND SUBSTITUTION

Wherever practical, except rotating shift changes, emergency situations, or replacement of personnel off duty, the City will notify the employee fourteen (14) days in advance of any contemplated change in the employee's status (unless the fourteen day notice is voluntarily waived by the employee); e.g., transfer, reassignment, or change in shift.

Upon application to the Chief of Police or designee, shift exchanges for the purpose of attendance for advance schooling will be arranged, provided that:

- A. Minimum of six (6) credit hours is being taken.
- B. A fellow employee of like classification volunteers for the exchange.
- C. It is requested and approved sufficiently in advance so as not to create a hardship on either the employee or the City.
- D. The approval of the Chief of Police shall not be unreasonably withheld.

ARTICLE 8

VEHICLES AND EQUIPMENT

Bargaining Unit Members may be provided with take-home vehicles in accordance with and under the following terms and conditions:

- A. The Chief of Police must approve the use of a take-home vehicle.
- B. Subject to their availability, Bargaining Unit Members residing within the City Limits shall be provided a take-home vehicle without charge.
 - 1. Bargaining Unit Members who reside outside the City limits and within the area referred to in the Titusville Police Department General Order 321.3 Individually Assigned Vehicle Program (Appendix Attachment B) may be provided a take home vehicle.
- C. Bargaining Unit Members residing outside the said boundaries shall not be eligible for use of a take-home vehicle to their residence.
- D. Bargaining Unit Members who are assigned a take-home vehicle shall have limited use of the vehicle.
 - 1. A Bargaining Unit Members assigned a take-home vehicle shall only use it to drive to and from work if the employee's residence meets the residency requirement.
 - 2. A Bargaining Unit Members assigned a take-home vehicle shall only use it to attend community service events with approval from their division supervisor, or:
 - a. To drive to and from a wellness facility
 - b. To attend criminal justice proceedings
 - c. Off-duty employment.

ARTICLE 9

PROMOTIONS

The promotional process for the rank of Corporal and Sergeant shall be in accordance with the General Orders 304.6 (appendix Attachment C) dated August 12, 2016 of the Titusville Police Department as issued by the Chief of Police (or designee).

ARTICLE 10

EMPLOYEE DISCIPLINARY PROCEDURES

The procedure for discipline and discharge shall be in accordance with the General Order 307.7 of the Department as issued by the Chief of Police (or designee), or as contained in this Agreement, City Personnel Policies 6.12 Disciplinary Action and Florida Statute Chapter 112.

To the extent available, complaints against employees will be accompanied by a sworn statement indicating the allegations are true to the best of the complaining party's knowledge.

All oral testimony given in an interview conducted by the assigned investigator(s) shall be sworn testimony.

Nothing herein shall prevent the agency from investigating an anonymous complaint.

The Dispute Resolution Process as documented in the General Order 307.7 of the Department as issued by the Chief of Police is as follows:

- A. An employee may request in writing, at any time until the completion of the Internal Investigation, a meeting to discuss the resolution of the charges filed against an employee.
- B. The meeting will be attended by the employee, and will be allowed to request the presence of a FOP representative and/or counsel, and any other person deemed necessary by the Chief of Police or designee.
- C. The Police Chief's Designee shall conduct the meeting no later than five (5) business days (Monday through Friday) following receipt of the employee's request unless the Police Chief's designee postpones the meeting or denies the request.
- D. The purpose of the meeting will be to discuss potential discipline and to determine if a consensus can be reached on the appropriate discipline, if any.

- E. If the parties reach a consensus, that consensus will be reduced to writing by the Police Chief's designee and forwarded to the Chief of Police for approval.
- F. If the chief of Police approves the agreement, the consensus reached shall be implemented and the investigation and grievance process is considered as complete.
- G. If however the Chief does not approve the proposed agreement, the matter will progress as if no meeting had been held.
- H. Nothing discussed at any meeting so held shall be binding upon either party until a final report is approved by the Chief and nothing discussed at the meeting shall be used against the employee if a consensus is not implemented.
- I. If the FOP is not present at such meeting or if present in writing expresses disagreement with the level of discipline agreed to by the employee then in that event the discipline accepted by the employee will not be binding on the FOP in future cases.

No regular Police Officer shall be disciplined or discharged without proper cause, nor in violation of Florida Statute Chapter 112.

Discharge of probationary police officers shall not be subject to the grievance/arbitration procedure until after successful completion of the probationary period when the rank of regular police officer is attained.

Probationary employees who are separated from employment during this period shall have a right to have a FOP representative present during the separation meeting.

The FOP shall be notified at least one (1) business day prior to the imposition of discipline when the recommended discipline is separation.

Disciplinary Action shall be in accordance with all applicable City and Department directives, policies, and rules regarding discipline.

The length of discipline free record shall also be a determining factor.

Once an employee has gone five (5) years without disciplinary action for a Minor Violation the records of prior disciplinary actions shall not be used in progressive discipline.

Once an employee has gone ten (10) years without disciplinary action for a Major Violation the records of prior disciplinary actions shall not be used in progressive discipline.

ARTICLE 11

GRIEVANCE AND ARBITRATION

The parties of this Agreement, in an effort to provide harmonious working relations between the parties, agree there must be an orderly process for the settlement of disputes.

It is understood that the following steps and time limits will be strictly adhered to.

- A. Exception to the order and time limits may be made only by mutual consent of the Human Resources Director and Representative of the FOP.
- B. If the FOP does not represent a bargaining unit member in obtaining any right or privilege sought to be enforced hereunder, and the FOP is not in agreement with the outcome, the FOP will not be held to the decision in that case in any future cases.
- C. The FOP shall be notified of the final resolution in all such bargaining unit member cases handled without FOP representation.
- D. Within fourteen (14) days of receipt of this notice, the FOP shall notify the Department in writing should it disagree with the case resolution.
- E. Any agreement or resolution reached between the city and any bargaining unit member in a non-disciplinary grievance, which conflicts with the operation of the provisions of this Agreement, may be grieved by the FOP.

For the purposes of this Article, "days" shall be defined as Monday through Sunday, with holidays excluded.

No complaint or grievance will be considered under this procedure with respect to any occurrence, incident, or condition, which arose prior to the effective date of this Agreement.

No complaint will be considered which is not submitted to the supervisor in Step One of the Grievance Procedure within fourteen (14) days after occurrence which produced the cause of the complaint unless the employee was not aware of the occurrence, in which case the complaint must be

submitted to the supervisor within fourteen (14) days of their knowledge of the occurrence.

Only those grievances which arise out of a dispute over the application or interpretation of the Agreement and those dealing with disciplinary actions, which arise during the express term of this Agreement, will be accepted under the Grievance Procedure.

"Disciplinary Action" is defined as Verbal reprimand, Written reprimand, No-pay suspension, Demotion resulting in loss of pay with the exception of demotion as part of an administrative reorganization, and Discharge.

Employee counseling's are informal in nature, and are recorded on the "Employee Counseling Form."

- A. Counseling forms shall be kept in the Department unless further performance problems occur that are similar in nature.
- B. The Counseling Form would then be attached as documentation to any disciplinary action memorandum and sent to the City's Human Resources Department.
- C. Counseling forms will be used to advise the employee of performance and/or behavior problems and may be considered during the employee's annual evaluation.
- D. Counseling's as such are not subject to appeal under this Agreement.

The employee shall have the option of utilizing the City's Grievance Procedure or the Grievance Procedure established under this section, but said employee cannot use both procedures. The FOP may file a grievance pursuant only to the terms of this Agreement.

Grievance Procedure

- Step 1: The aggrieved employee shall submit the written grievance to their supervisor within fourteen (14) days of the occurrence which gave rise to this grievance. If the event(s) which gave rise to the grievance occurred at a time when the employee was on annual leave, sick leave, or other authorized leave, the fourteen (14) day period shall commence running immediately upon the employee's return from such authorized leave. The supervisor shall meet, within fourteen (14) days of receipt of the written grievance, with

the aggrieved employee and the FOP representative, if requested, to discuss the grievance. The supervisor shall respond to the employee, in writing within seven (7) days of the meeting.

Step 2: If the grievance has not been satisfactorily resolved, the aggrieved employee, or the FOP representative, if so requested by the employee, shall submit the written grievance, to the Chief of Police or their designee within fourteen (14) days from the date of the supervisor's response in Step 1. The Chief of Police, or their designee, shall meet with the employee and the FOP representative within fourteen (14) days. The Chief of Police, or their designee, shall respond in writing within fourteen (14) days from the date of the meeting.

Step 3: If the grievance has not been satisfactorily resolved in Step 2, the employee may present a written appeal to the City Manager, or their designee, within fourteen (14) days from the date of the response in Step 2. The City Manager, or their designee, shall meet with the employee and FOP representative within fourteen (14) days. The City Manager, or their designee, shall respond in writing within fourteen (14) days from the date of the meeting.

Any grievance not answered by management in the time limits provided above automatically advances to the next higher step of the Grievance Procedure. Any grievance not pursued within time limits above will be considered abandoned. Time limits may be extended if one or both parties are unavailable.

Arbitration

If the complaint is not satisfactorily resolved in Step 3, the FOP may give notice of intention of arbitrate.

No bargaining unit member shall be allowed to proceed to arbitration and the City shall not be required to process any request for arbitration without the written authorization from the Florida State Lodge Fraternal Order of Police Inc.

To the extent permitted by law, it is understood by both parties that the arbitration procedure is the exclusive right of the Florida State Lodge Fraternal Order of Police Inc.

Such notice must be in writing and filed with the City Manager within fourteen (14) days of the Decision in Step 3.

- A. If, within fourteen 14 days, the parties cannot agree on an arbitrator, they will jointly request a list of (7) qualified arbitrators from the Federal Mediation and Conciliation Service.
- B. If the parties are unable to agree mutually on one of the arbitrators, then the selection will be made by alternately striking a name from the list. The grieving party shall strike first.
 - 1. In the event either party feels, before any striking of names, that the list submitted by the Federal Mediation and Conciliation Service is unsatisfactory, that party may request an additional list of arbitrators.
 - 2. After receipt of the new list, if the other party feels that the list submitted by the Federal Mediation Conciliation Services is unsatisfactory, then that party may request a list of arbitrators and the parties shall proceed as described above in selecting an arbitrator.
- C. Verbal and written reprimands are not subject to arbitration.

The arbitrator shall have no power to add to, subtract from, modify, or alter the terms of this Agreement, but shall determine only whether or not there has been a violation of this Agreement.

The Rights of Management, Article 29, and all other Rights of Management, expressed or implied, and the provisions of the Strikes and Lockouts Article are specifically excluded arbitration under this Article.

The decision of the arbitrator shall be based solely upon the evidence and arguments presented to them by the respective parties in the presence of each other. The arbitrator shall render their decision within thirty (30) days after the conclusion of the final hearing.

The findings of the arbitrator, made in accordance with the jurisdictional authority under this Agreement, shall be final and binding upon both parties.

The arbitrator's decision shall be in writing and shall set forth the arbitrator's rationale and conclusions on the issues submitted. The arbitrator, therefore, shall not have the authority, nor shall he consider it their function, to include in the decision any issues not submitted, or to interpret or apply Agreement as to

change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract.

The arbitrator shall not render any decision or award, merely because, in the opinion of the arbitrator, such decision or award is fair or equitable or because, in their opinion, it is unfair or inequitable.

Each party shall bear the expense of its own witnesses and/or representatives for purposes of the arbitration hearing.

When a decision is rendered in arbitration, the non-prevailing party shall pay the cost and all the expenses of the arbitrator. Any other cost shall be borne by the party requesting same; i.e., transcripts, photos, etc.

Discharges and Discipline

The City may only discharge or discipline any employee for just cause. At the time of the discharge or discipline, the supervisor will notify the employee of the action to be taken, providing the employee is at work.

- A. If the employee wishes to protest the employee's discharge or discipline, the employee, or the FOP Representative on the employee's behalf, may do so by filing a written grievance on the appropriate form.
- B. Such written grievance must be filed with the City Manager, or their designee, with a copy to the Police Chief within fourteen (14) days of action, and must be signed by the affected employee.

If a hearing is desired, as set forth under Step 2 of the Grievance Procedure, the FOP shall so advise the City Manager, or their designee, within the fourteen (14) days following action. A hearing will be held within fourteen (14) days after the filing of the complaint with the City Manager. The employee will be notified of the time and place of the hearing.

- A. If such employee fails to file a grievance as herein provided, or if he fails to appear at said hearing, or upon the hearing it is found to have been discharged or disciplined for just cause, then the action will be absolute as of the date of discharge or discipline, except as provided in this Agreement.

- B. If, upon such hearing, the employee is found not to have been discharged or disciplined for such cause, he shall be paid for all time lost, less compensation received from outside sources, and reinstated without loss of seniority.
- C. If, upon such hearing, the City finds that, in its judgment, discharge or discipline is too severe, it may commute the discharge or discipline to an appropriate penalty.
- D. The City Manager, or their designee, will render a decision within fourteen (14) days after the close of the hearing.

The decision of the City Manager will be final unless notice of appeal to arbitration is filed with the City Manager, or their designee, within fourteen (14) days after its decision. In lieu of immediate discharge or discipline, the City may suspend an employee, with or without pay, pending investigation.

Time limits imposed in this Article will not prevail until the employee is actually notified of the intent to discharge or discipline. If the contemplated action to discharge or discipline a Police Officer, Corporal, Sergeant, or is the result of a complaint made from a source outside the department, then the investigation leading to any contemplated action must be conducted in accordance with Florida's Police Officer's Bill of Rights Act. No formal investigation will be made until the citizen signs a sworn statement.

ARTICLE 12

LEGAL PROTECTION

The City will undertake the defense of any employee against civil damage suits filed against an employee when the action arose out of the performance of the officer's official duties as defined in Chapter 111.065, Florida Statutes. It shall be the separate responsibility of the employee to determine whether or not a counter-suit should be filed, and the employee shall make the necessary arrangements for employment of counsel concerning the filing of a counter-suit on behalf of the employee.

The City reserves the right to file whatever countersuits it deems appropriate on behalf of the City. Subject to the monetary limitations set forth in Florida Statutes 768.28 and /or the applicable City insurance policy limits, whichever is greater, the City will indemnify the employees for those judgments levied against them in accordance with Chapter 768.28, Florida Statutes, as a result of any act, event, or omission of action within the scope of the employee's employment or function in the performance of the officer's official duties.

The City shall not be responsible for any punitive damages which may be entered against an individual employee, or any conduct found to be outside of the scope of the official duties per Chapter 111.065, Florida Statutes.

ARTICLE 13

EDUCATIONAL ASSISTANCE AND INCENTIVE PAY

The City will continue to provide incentive pay in effect, in accordance with the Florida Revenue Sharing Act of 1972, and subsequent revisions in effect at the date of the signing of this Agreement.

The City of Titusville encourages all regular employees to pursue educational opportunities to the fullest extent possible. Such opportunities include both job related and/or self-improvement courses that would enhance the employee's present or future position with the City.

This policy does not apply if the City requires an employee to attend a course.

In this regard, the City has established an educational assistance program to help its employees defray the costs associated with the aforementioned pursuit. Specific requirements, criteria, and procedures associated with the educational assistance program are as follows.

- A. All active regular full-time employees are who are eligible to receive full time benefits are eligible to participate in the educational assistance program and will receive tuition assistance up to a maximum not to exceed 156 hours of course work which can be used to pursue a Bachelor's and/ or Master's Degree. Employees must be on the payroll when final grades are submitted in order to be eligible for this benefit.
- B. A probationary employee may participate in the educational assistance program if their probationary period ends before completion the class. If the employee is still on probation when the employee completes the class, the employee is not eligible for tuition reimbursement.
- C. Employees receiving payments or assistance for educational expenses from any other non-City sources (i.e. student loans) which do require repayment are eligible for participation to the maximum extent provided for herein and the City's assistance should be considered as primary for the purpose of determining any City entitlement. In this regard it is the employee's responsibility to provide to the City adequate certification of the source and terms of repayment of such non-City assistance.

- D. Once the primary source of assistance has been applied to the total educational expenses, the employee may then be eligible for additional assistance from the City to the extent and limits as specified above.
- E. The intent of the Educational Assistance Program is to encourage employees to pursue undergraduate and graduate degrees excluding Doctorate while improving their individual productivity to the City. The Educational Assistance Program is not intended to fund the individual pursuit of professional certifications, although encouraged, should be planned for and addressed in each department's budget.

1. Items included for educational assistance

- a. Tuition costs
- b. Testing fees (i.e. CLEP, etc.) related to the degree or course credit for skills as opposed to eligibility related (i.e. SAT, GRE)
- c. Laboratory fees
- d. Internet fees

2. Items excluded for educational assistance consideration include:

- a. Miscellaneous supplies and course materials (i.e. pencils, pens, calculators, etc.)
- b. Textbooks and other publications related to courses
- c. Any other item not specifically addressed above shall be considered as excluded for the purpose of consideration for educational assistance

F. The amount of assistance is based upon final grades.

Letter grade	A--100%	Satisfactory/Pass----100%
	B----75%	D or Unsatisfactory/Fail- --0%
	C----50%	

- G. Educational assistance applies toward college courses or continuing education course(s), which will enhance an employee's present or future position with the City.
- H. Educational assistance is provided for degree and non-degree purposes at state university and/or community college tuition rates.
- I. The application for program participation is an agreement entered into by the employee with the City stipulating that should the employee's services be terminated during the two years following the date of the agreement (and regardless of whether the employee's termination of employment is voluntary or involuntary) the City shall be reimbursed for all funds paid to the employee.
 - 1. Such repayment shall be made from any accrued sick leave and/or vacation leave cash benefits due the employee at the time of termination.
 - 2. Any amount owed over and above those accrual benefits must be paid to the City in full within a twelve-month period in twelve equal monthly installments. Should an employee wish to repay the City in a shorter time frame, such as lump sum repayment, such repayment is encouraged.
- J. Educational Assistance is contingent upon compliance with all requirements and availability of funds. The Human Resources Director is responsible for the educational assistance program and budget. This program will be paid on a first come first serve basis.
- K. Employees must obtain authorization on the "Request/Approval for Educational Assistance" form to participate in the program. The procedure to follow to complete form is:
 - 1. Prior to the date the class begins the employee must submit "Request/approval for Educational Assistance" form to their supervisor for approval of course(s). Failure to submit this paperwork in a timely manner will result in denial of tuition reimbursement for the requested course(s). A copy of the registration form must be attached.
 - 2. The Supervisor approves or disapproves class (es) (based on the course being job-related and/or enhancing the

employee's career with the City) and forwards to the Human Resources Director for approval.

3. When final grades are received, employee attaches a copy of transcript to signed form authorizing class and returns to the Human Resources Department for payment.
4. The Human Resources Department authorizes the Finance Department to pay tuition assistance based upon final course grades.

ARTICLE 14

HOLIDAYS

The following days shall be observed as holidays for all employees subject to this Agreement. The actual days listed shall be the observed days:

- A. The first of January - New Year's Day
- B. The third Monday in January - Martin Luther King Day
- C. The last Monday of May - Memorial Day
- D. *The fourth day of July - Independence Day
- E. The first Monday of September - Labor Day
- F. The fourth Thursday of November - Thanksgiving Day
- G. The Friday after Thanksgiving - Thanksgiving Friday
- H. **The day before Christmas
- I. The twenty-fifth of December - Christmas Day
- J. Two floating holidays per calendar year

Employees who have completed ten years of service shall be given one extra floating holiday each year on their anniversary date for a total of three to be used in accordance with this Agreement.

Employees who have completed twenty years of service shall be given one extra floating holiday each year on their anniversary date for a total of four to be used in accordance with this Agreement.

Employees will not receive an extra holiday if the holiday falls on a Saturday or Sunday and the City declares Friday or Monday as a holiday.

Should the City declare the day following Christmas Day as a Holiday, it shall have no application to this Agreement.

Any other day off which is declared by the City Council as a holiday, with the above exceptions.

The following requirements are to be adhered to when requesting a floating holiday:

- A. The holidays must be approved in advance by the employee's supervisor to assure that operational needs are met. If an employee requests their holiday(s) in conjunction with another holiday or vacation, approval/disapproval by the supervisor shall be dependent upon operational needs.
- B. The floating holidays must be taken by the last day of the last pay period in the calendar year. Under no circumstances shall any employee be paid in lieu of time off.
- C. Probationary employees are eligible for floating holidays after six (6) months of continuous service.

Employees who work on a holiday listed above shall be paid holiday pay at straight time for all hours worked. In addition, the hours worked will be compensated at one and one-half times the employee's base rate.

Employees who are not scheduled to work on a holiday listed above shall receive holiday pay for the average daily hours scheduled at the employee's base rate provided he worked their last scheduled work shift before and their next scheduled shift after the holiday, and further that he is still an employee of the City as of the days of the holiday, and not on a leave of absence or any other unpaid status.

Employees assigned to administrative and investigative duties, whose work schedule coincides with the listed holidays, will be allowed to take the observed holiday off work, and will receive straight time holiday pay.

ARTICLE 15

SICK AND PERSONAL LEAVE

All employees shall accumulate sick leave at the rate of eight (8) hours for each month of service.

Hours accumulated over seven hundred twenty (720) will be used only for sick leave and are not to be included in termination pay.

Employees hired after October 1, 2005 will be allowed to accrue a maximum of 720 hours.

- A. Sick leave may be converted to vacation on the basis of two (2) sick leave hours for each vacation hour after two hundred forty (240) hours of accumulated sick leave. Conversions require department head and Human Resources Director approval.

Sick leave is used for employee illness, injury or doctor/dentist appointment. Sick leave is recorded in the "sick leave" column of the time sheet.

Personal leave is used for illness of spouse or children, Mandatory court appearance other than as a juror, plaintiff or defendant, Urgent personal business which cannot be handled except during working hours. Such usage is recorded in the "personal leave" column of the time sheet. Personal leave must be requested in advance and be approved by the supervisor. An employee who is absent four (4) consecutive scheduled work shifts shall be required to show proof of the reason for absence.

Department Heads are authorized to make any investigation of benefits claimed under this article which they deem necessary, and to disapprove any claims not properly substantiated.

Employees hired before October 1, 2005 shall be paid fifty percent (50%) of accumulated sick leave time up to seven hundred twenty (720) hours upon termination (maximum payment is three hundred sixty (360) hours), provided they have:

- A. Completed one (1) year of continuous employment, and that termination is due to layoff, death.
- B. When an employee leaves in good standing and gives a minimum of two (2) weeks' notice.

If an employee uses sick leave during the period they have given notice to resign, the employee shall be required to submit a doctor's note to verify the illness in order to receive payment.

Employees hired after October 1, 2005 will be allowed to accrue a maximum of 720 hours.

Employees who separate from employment in good standing are eligible for sick leave pay out benefits equal to the product of unused sick leave, the employee's rate of pay in effect on their date of separation and a payment percentage relating to the number of full years of credited service with the City.

The table of percentages and credited service is as follows:

<u>Service</u>	<u>Accrued Sick Leave Payout</u>
Less than five (5) full years of credited service	0%
Five (5) or more full years of credited service, but less than ten (10) full years of credited service	25%
Ten (10) or more full years of credited service, but less than fifteen (15) full years of credited service	35%
Fifteen (15) or more full years of credited, but less than twenty (20) full years of credited service	40%
Employees who receive a normal retirement based on age or years of service; or employees who separate with twenty (20) or more full years of credited service	50%

Employees hired before October 1, 2005 who retire simultaneous with termination of their employment (not a deferred benefit for terminated, vested employees who retire at some future date) shall be paid fifty percent (50%) of ALL accumulated sick leave.

In the event of the death of an employee who, as of the date of the employee's death, has met both the age and service requirements for early or normal retirement, the employee's beneficiary shall receive payment of fifty percent (50%) of all accumulated sick leave.

Bereavement Leave with pay will be granted in the event of:

- A. The death or critical illness of a member of an employee's immediate family.
- B. Up to three work days of leave shall be granted to the employee upon request for an in-state funeral and/or critical illness event of a member of an employee's immediate family.
- C. Up to two (2) additional work days shall be granted provided the employee is required to travel outside the state of Florida in the event of a death or a critical illness of a member of an employee's immediate family, for a total of up to five work days.
- D. If more than the authorized days are needed, the additional days may be charged against an employee's accrued sick leave balance or vacation balance.

A "critical illness" is defined as a dire emergency or desperately urgent situation where the life of the individual is endangered and normally requiring immediate hospitalization and attention of a physician. Such illness or emergency shall include scheduled surgery.

Absence for critical illness for a family member of the immediate family shall count as one event in the death of the same relative; i.e., if the employee takes two days bereavement leave for a critically ill relative, returns to work, and subsequently must take time off for a funeral, the employee shall have one remaining day for that relative's funeral, or if the funeral is out-of-state, up to three remaining work days.

Each employee requesting and receiving bereavement leave shall provide evidence as to the nature of the bereavement leave, and the name and relationship of the member of their immediate family who is involved. This evidence includes, but is not limited to, a physician's statement, death certificate, or newspaper obituary. Submission of this proof is required in order to qualify for payment under the provisions of this Article. In the event that such proof cannot be furnished until after time card submittal, bereavement leave may be authorized subject to subsequent documentation.

If verification is not received upon the employee's return to work, any time paid as bereavement will be deducted from the appropriate leave balances.

"Immediate family" is defined as an employee's spouse, children, parents, brothers, sisters, grandparents and grandchildren of both the employee and the

employee's spouse. Bereavement leave may be approved for death in cases other than the immediate family; however Department Head and Human Resources Director approval is required.

Bereavement leave shall not be accrued, carried over, or paid to any employee upon termination.

Voluntary Sick Leave Donation Program

It is the purpose of this program to establish a procedure by which City employees may donate accrued sick hours in whole hour increments each fiscal year to other City employees who meet the eligibility criteria as outlined below. An employee may donate no more than one-half of the annual sick leave the employee accrues within a calendar year.

Eligibility for Receipt of Donations

The recipient of such donated time must have:

- A. Experienced a serious illness, injury, impairment, or physical/mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility, or
- B. Requires continuing medical care/treatment by a duly certified medical doctor for a serious health/condition which renders the employee unable to perform the functions of their position and be placed on Family Medical Leave for a prolonged period.
- C. The recipient of such donated time must have exhausted all accrued sick leave, vacation leave, and personal leave. (Note – Recipients will not be required to exhaust accrued compensatory time).
- D. The recipient of such donated time must be filling a position which is considered to be an authorized regular full-time or regular part time position as specified in the City's authorized chart of Budgeted personnel plan document.
- E. The recipient of such donated time must have worked for a minimum of one (1) year in the capacity as described in (C) above.
- F. The recipient of such donated time must provide to the City sufficient written medical certification as described in (A) above to document

particulars of the condition, treatment, and expected date of return to work.

Restrictions

Employees who are receiving workers compensation are not eligible for receipt of voluntary sick leave donations. Recipients cannot actually receive voluntary sick leave donated hours in excess of what they actually need in any given situation.

The decision to voluntarily donate sick leave hours is a purely individual decision based upon one's own reasoning subjective criteria. Under no circumstance will any employee be threatened, coerced, or intimidated in any way by anyone to donate accrued sick leave.

Subject to the restrictions and limits set forth in this Policy, it shall be understood that all donated hours shall become the property of the person to whom it was donated and shall be considered to be irrevocable for any reason.

Therefore, the City will in no way assume responsibility for any misunderstandings between the donor and the recipient.

Conversion of Sick Leave Hours

All donated hours will be converted to dollars at the time of donation at the donor's rate of pay. Subsequently, the recipient shall be able to draw upon that amount of converted sick leave at the recipient's rate of pay.

Pending the availability of funds, from time to time, the City may implement a sick leave buy-back program, to reduce future liabilities. Such lump sum payments for accumulated sick leave shall not be considered as a part of pensionable compensation. Buy-back shall be voluntary.

ARTICLE 16

LEAVE OF ABSENCE

Any non-probationary employee, upon proper application to and approval of the Police Chief, may be granted a leave of absence without pay in accordance with the following provisions:

A. Military

1. Any employee who is a member of the National Guard or the Military Reserve Forces of the United States and who is ordered by the appropriate authorities to duty shall be granted a leave of absence in accordance with applicable Statutes.
2. Employees called to active military duty will receive the first thirty (30) days of leave at full pay and supplemental pay to make up the difference between military pay and City pay for up to a six month period.

B. Medical leave of Absence

1. When an employee has exhausted all paid leave due to personal illness or a non-occupational disability, the Chief may authorized a light duty assignment in the department for a period not to exceed six (6) weeks.
2. If the temporary disability continues, or is such that light duty cannot be performed, the employee may submit a written request for an unpaid medical leave of absence.
3. The request must be accompanied by a doctor's diagnosis and prognosis of time frame of absence and ability of employee to return to full-time, unrestricted duty.
4. A medical leave of absence, if granted, will be in increments of three (3) months, but is not to exceed six (6) months.
5. Prior to consideration for reinstatement or re-employment, the employee must furnish a doctor's statement indicating that he is able to return to full-time unrestricted duty.

Seniority will continue to accumulate ONLY for leaves of absence not exceeding thirty (30) days. Upon the employee's return from leave, he will be given proper seniority credit with the applicable rights hereunder.

If the unpaid leave of absence is thirty (30) days or less, there is no loss of continuous service. If the unpaid leave of absence exceeds thirty (30) days, the entire time of unpaid absence is deducted from continuous service upon return to work.

ARTICLE 17

VACATIONS

Bargaining Unit Members shall accrue vacation, with pay, as provided in the below schedule. Vacation shall be earned during the first year of employment. Probationary bargaining unit employees completing six (6) months of continuous service are eligible to use this accrued vacation.

YEARS OF SERVICE	HOURS PER YEAR
1 Year	80 hours
2 through 3	88 hours
4 through 5	96 hours
6 through 7	104 hours
8 through 9	112 hours
10 through 11	128 hours
12 through 13	136 hours
14 through 15	144 hours
16 through 17	152 hours
18 through 19	160 hours
20 through 21	176 hours
22 through 23	184 hours
24 through 25	192 hours
26 or more	200 hours

An employee may accumulate vacation up to a maximum of one hundred twenty (120) hours over that which he is eligible for in any one (1) anniversary year.

Vacations must be requested in advance and approved in advance.

Upon completion of six (6) months of continuous service, employees will be eligible for payment of all accumulated vacation pay when they separate by layoff, retirement, death or when an employee leaves in good standing in accordance with City Policy 6.10 Termination Rules and Requirements and gives a minimum of two (2) weeks' notice.

Holidays which occur during the period selected by the employee's vacation shall not be charged against such vacation.

An employee may be paid for accumulated vacation in lieu of taking such vacation only when the Chief or his designee determines that work assignments have prevented the employee from taking a scheduled vacation, provided the employee has accumulated the maximum allowed vacation as referred to above.

In no event shall an employee be allowed to take vacation in conjunction with termination; i.e., take vacation days during the notice period. The vacation period selected by the employee must have prior approval of the Department Head/Supervisor.

When two (2) or more employees select a common vacation period, seniority shall determine who gets first choice, provided operational requirements do not dictate otherwise.

Effective upon ratification and approval by the City Council for FY 2016-2017 bargaining unit members who are eligible to participate in the vacation leave buyback program may elect to sell back a portion of their accrued annual leave balance. Such lump-sum payments for accrued vacation leave shall not be considered as a part of pensionable earnings. Future buyback program payouts will be subject to the availability of funds approved through the budget process.

- A. Employees may elect to be paid a portion of their accrued leave balance at their current rate of pay, subject to the following conditions:
 - 1. Employees must maintain a minimum of 100 hours of annual leave at the end of the pay period in which the sell back occurs, after the buyback hours and other leave hours used in that period are deducted.
 - 2. Annual leave may be sold back in eight (8) hour increments not to exceed 40 total hours per fiscal year.
 - 3. Payment for Annual Leave Sell Back may be requested in any pay period by completing the form designated for use in the program which can be obtained from the Human Resources Department.
 - 4. Hours sold back under the Annual Leave Sell Back provision will be subtracted from the employee's accrued leave balance.

ARTICLE 18

INSURANCE

The City will provide the health insurance plan as authorized by the City Council.

The ratio of premiums now in effect will continue equal to that provided to non-union employees under the City Policy Section VI, reference O. Group Health and Life Insurance. The payment of individual claims is based on insurance plan provisions; disagreements in this regard are not subject to the Grievance Procedure.

All current employees hired prior to October 1, 2003 shall be eligible for 50% coverage of the active employee-only health insurance premium or \$8.00 per month times the number of years of continuous credited service, not including any years of service purchased in the municipal pension plan, whichever is greater upon retirement.

Following the ratification of this agreement by both parties the City's health insurance obligation shall not exceed \$500 per month for those employees retiring after ratification of this agreement.

Employees hired subsequent to October 1, 2003 will receive the benefit in effect when hired.

All persons retiring subsequent to the ratification, shall pay the entire cost of the premium for the dental plan made available upon retirement.

Notwithstanding any other article or provisions of the Agreement, this Article shall prevail to the extent of any conflicting provisions.

ARTICLE 19

HOURS OF WORK AND OVERTIME

For employees covered by this Agreement, overtime shall be paid in accordance with the provisions of this Article.

The basic normal work week for each Dispatcher shall be forty (40) hours during a seven (7) day work week. Nothing herein shall guarantee any employee payment for forty (40) hours.

The basic normal work week for each Police Officer, Corporal and Sergeant is 80 hours during a fourteen (14) day work period.

For sworn personnel of the rank of Sergeant and below, all time actually worked in excess of eighty (80) hours worked in a fourteen (14) day cycle shall be computed at the rate of time and one-half of their regular hourly rate.

Workers' Compensation Leave, Holidays and Floating Holidays shall count as time worked in the calculation of overtime.

Vacation time, compensatory time, sick leave, personal Leave, military leave, jury duty leave and approved bereavement leave and all other paid and unpaid leave shall not be counted as time worked in the calculation of overtime.

Sworn personnel called back to work after completing their normal shift will be compensated at the time and one-half of their normal hourly rate for a minimum of two (2) hours. This shall be reflected in the "Call-In" column of the employee's timesheet.

- A. In the event that the time actually worked exceeds two (2) hours, the first two (2) hours will be paid at the time and one-half as indicated above. The time actually worked in excess of two (2) hours is considered regular work hours unless the employee has already worked eighty (80) hours in the fourteen (14) day time period for the purpose of payment of overtime.

When a sworn employee is required or assigned a job related function or responsibility, outside of their regular shift, they will be compensated at a minimum of two (2) hours of Call-In pay. This will not apply to circumstances related to a change in normal shift hours provided that the employee was given the required fourteen (14) days' notice as stipulated in Article 7.

- A. In the event that the time actually spent in the court, training, etc., exceeds two (2) hours, the first two (2) hours will be paid at time and one-half of their normal hourly rate as indicated above with any hours exceeding the first two (2) hours to be considered regular work hours unless the employee has already worked eighty (80) hours in the fourteen (14) day time period.
- B. Supervisors shall provide a minimum of fourteen (14) calendar days' notice to employees if there will be any changes to their normal scheduled work days to accommodate departmental and in-house training.
- C. Any adjusting of hours ("flexing of time") to lessen the potential amount of overtime the training may incur shall be done in four (4) hour increments during one of the affected employee's shifts during the same pay period as the training occurs.
- D. Notice shall be given to the employee fourteen (14) days in advance of the shift that the flexing of time will occur.

Any employee who, after having completed their regular shift, is instructed to stay at their place of residence in contemplation that their services might be needed, will be compensated at the straight time rate for all hours covering the confined period.

- A. If, as a result of such, stand-by assignment, time worked exceeds eighty (80) hours in a fourteen (14) day cycle for sworn personnel or forty (40) hours, seven (7) day cycle for Dispatchers, premium pay shall be paid.

Officers Assigned to the K-9 Unit

The total compensation for care of the City-assigned canine including but not limited to the feeding, grooming, exercising, and veterinary care, is as follows:

- A. During their work shift, K-9 officers assigned to canine duty shall end their work shift one hour earlier than scheduled, and shall be paid their regular rate of pay for the remaining scheduled hour, unless their assigned canine is kenneled at the expense of the City.

- B. On their days off, K-9 officers assigned to canine duty will be paid one hour at their regular rate of pay, unless the canine is kenneled at the expense of the City.
- C. Canine maintenance as described herein will count as hours worked in the calculation of overtime.
- D. When taking leave of any kind for an entire work shift, K-9 Officers will be charged with one hour less leave than their scheduled hours, but will be paid their regular rate of pay for the additional scheduled hour, unless the canine is kenneled at the expense of the City.
- E. The canine officer shall not spend more time caring for the dog than stated herein without seeking prior approval from the Chief of Police or their designee.

Dispatch Operators

All hours worked in excess of forty (40) hours in a seven (7) day cycle shall be computed at the rate of time and one-half of their normal hourly rate.

Dispatcher Operators called back to work after completing their normal shift will be compensated at the rate of pay of time and one-half of their normal hourly rate for a minimum of two (2) hours.

- A. In the event that the call-back time worked exceeds two (2) hours, the first two (2) hours will be paid at the rate of time and one-half with any hours exceeding the first two (2) hours to be considered regular work hours unless the employee has already worked forty (40) hours in the seven (7) day time period.

When a Dispatcher Operator is required or assigned a job related function or responsibility outside of their regular shift, they shall be compensated two (2) hours of Call In pay.

- A. In the event that the time actually spent in the court, training, etc., exceeds two (2) hours, the first two (2) hours will be paid at time and one-half of their normal hourly rate as indicated above with any hours exceeding the first two (2) hours to be considered regular work hours unless the employee has already worked forty (40) hours in the seven (7) day time period.

Employees rotating from evening or midnight shifts will be entitled to a minimum of eight (8) hours off-duty before returning to work.

Bargaining Unit Members can choose to be paid overtime or earn compensatory time up to a maximum of 120 hours, representing no more than 80 hours of actual overtime work for all hours worked in excess of their regular schedule.

Bargaining Unit Members may request to use compensatory time provided it does not unduly disrupt the operations of the department.

- A. The compensatory time off will be hours that the Bargaining Unit Member is not working that are not counted as time worked during the applicable work period for the purpose of overtime compensation.
- B. The Bargaining Unit Member will be compensated at their regular rate of pay that is in effect at the time the compensatory time is taken.

If accrued compensatory time is not taken by the 25th payroll in the fiscal year, the employee shall receive full payment by the City of the compensatory balance. The payment of any unused compensatory balances due to the employee will be considered taxable earnings.

- A. Compensatory time may not be accrued after the 25th pay period unless it is agreed by both parties to continue the program effective the first payroll of the new fiscal year.

In case of separation with the City prior to the end of the fiscal year, the employee will receive full payment of their compensatory balance with the final paycheck.

In the event of an employee's separation from the City due to retirement (regular or medical), termination or death, the cash payment of compensatory leave balance cannot be used for pension computation.

If there is pay rate change for any reason prior to the 25th pay period, the employee will be paid all compensatory time earned prior to the pay rate change.

ARTICLE 20

WAGES

Effective the first pay period following ratification and approval by both parties for FY 2016-2017, bargaining unit members who are employed as of the effective date of this agreement be provided a wage adjustment in accordance with Appendix Attachment F. All future wage adjustments, if any, shall be negotiated among the parties pursuant to Article 38 Term of Agreement and Wage Reopeners.

The salary schedule for bargaining unit employees for FY 2016-2017 is as follows:

	Officers	Corporals	Sergeants	Dispatcher	PSAP Supervisor
Min	\$37,500	\$43,918	\$49,697	\$31,500	\$35,850
Max	\$59,443	\$68,073	\$72,838	\$48,357	\$55,568

Bargaining unit members who are promoted to Corporal shall have their pay adjusted to the Corporal Minimum or 10% whichever is greater.

Bargaining unit members who are promoted to Sergeant shall have their pay adjusted to the Sergeant Minimum or 10% whichever is greater.

Dispatchers permanently assigned to works shifts commencing on or after 2:00 p.m. or prior to 7:00 a.m. shall receive a shift premium in the following manner:

Second Shift	\$.35/hour
Third Shift	\$.50/hour

Shift differential is noted in the adjustment column on the time card.

ARTICLE 21

POLITICAL ACTIVITY

Except when on duty or when acting in their official capacity, no law enforcement officer shall be prohibited from engaging in political activity or denied the right to refrain from engaging in political activity.

ARTICLE 22

RETENTION OF BADGE AND IDENTIFICATION CARDS AT RETIREMENT

Each bargaining unit member who retires on length of service or medical disability shall receive the employee's badge, identification card clearly marked "Retired", and the employee's firearm provided the Bargaining Unit Member retires in good standing at the discretion of the Chief of Police with 25 years of service and any other items mandated by Florida Statute.

ARTICLE 23

UNIFORMS AND SAFETY EQUIPMENT

All sworn uniformed Police Officers and Dispatchers shall receive from the City, at no cost to the employee, uniforms and necessary equipment upon appointment.

Employees who are assigned the function of CID Detective shall receive a clothing allotment of two hundred dollars (\$200.00) per quarter.

All unusable or worn-out equipment and uniforms shall be returned to the department.

Any employee who shall incur any breakage or damage to the employee's uniform in the line of duty shall have it replaced at no cost to the employee, unless it is established beyond a reasonable doubt that such damage or loss has been caused by employee's negligence or wanton and willful misconduct.

Effective January 1, 2011, all sworn uniformed Police Officers shall be reimbursed up to \$100 for department authorized footwear.

- A. Such reimbursement shall be made on a dollar for dollar basis, once a year, marked by the employees anniversary date.
- B. A receipt of purchase shall be submitted to the authorized department representative no later than 30 days after their anniversary date.
- C. Such footwear must meet department standards in order to qualify for reimbursement.

Safety and Health

The City shall offer hepatitis B, tetanus and influenza inoculations and tuberculosis test, at no cost to the employee, on a schedule consistent with the standards established by the Center for Disease Control (CDC).

ARTICLE 25

SENIORITY

For the purpose of this Article, the following definitions shall apply:

- A. **Seniority:** The employee's continuous length of service with the City of Titusville in the job classification.
- B. **Service Time:** The employee's length of time with the City of Titusville, beginning with the most recent or adjusted, and date of hire.
- C. **Job Classification:** Shall refer to any one of the occupational classifications in Article 20, Compensation, and as later may be established under the bargaining unit.
- D. **Seniority Rights:** Entitles an employee to job retention or recall to employment under conditions set forth in this Article. If two (2) or more employees have the same seniority date, seniority shall be established by the date and time of hire.

Accrual:

The seniority and service of each employee shall accumulate except as limited below:

Termination of seniority and service time:

- A. Resigns.
- B. Is discharged/ terminated.
- C. Is absent from work three (3) or more consecutive days without reporting.
- D. Fails to contact the Human Resources Director within three (3) days after receipt of notice by registered mail to the employee's address of record.
- E. Fails to return to work upon completion of any authorized absence from work.

F. Is on layoff for more than twelve (12) consecutive months.

Probationary Period:

All employees shall serve a twelve (12) month probationary period from date of hire in the initial classification of Police Officer or Dispatcher.

There will be no responsibility for reemployment of employees separated from the payroll during this probationary period.

Layoffs, discharges, or disciplinary actions during the probationary period shall not be subject to the Grievance Procedure.

Reductions in Force:

Whenever there is a reduction in the number of employees covered by this Agreement, employees shall be laid off by seniority within job classification.

Filling Job Openings:

When a job opening occurs, it shall be filled with the most senior employee on layoff who previously held the job classification of the job being filled.

If there are no employees on layoff qualified to fill the job opening, it will be the City's responsibility to fill the opening.

Transfer within the Bargaining Unit:

When an employee covered by this Agreement is permanently promoted to a job classification within the bargaining unit, seniority will start with the day of promotion.

Transfer From And To The Bargaining Unit:

A bargaining unit member who is, or has previously been, transferred or promoted from the bargaining unit to another classification within the City shall

retain seniority in the classification from which promoted equivalent to the an employee's seniority up to time of promotion or transfer and, in the event of being subsequently laid off, may exercise seniority rights and return to their last held job now covered by this Agreement.

An employee working for the City who has never previously been in the bargaining unit shall be treated the same as a new employee for the purpose of this Agreement.

ARTICLE 26

LIABILITY INSURANCE

The City shall provide liability insurance which covers a law enforcement officer anytime that the officer is performing an action which is within the course and scope of their employment.

ARTICLE 27

WORK RULES

All benefits and conditions of employment uniformly enjoyed by the Police Department and in effect on the effective date of this Agreement shall be maintained during the term of this Agreement unless changed through the negotiation process.

Bargaining Unit members shall comply with all applicable written work rules, regulations, policies, and procedures of the Police Department and the City which may be changed as necessary and not in conflict with this agreement.

ARTICLE 28

MANAGEMENT RIGHTS

Except as expressly limited by the provisions of this Agreement the City reserves and retains, exclusively, all of its normal and inherent rights with respect to the management of its operations including, but not limited to:

- A. The rights to determine, and from time-to-time re-determine the number of employees, location, and types of its various operations, functions, and services, the methods, procedures, and policies
- B. To discontinue any operation, function, or service, in whole or in part, from, with, or to any of its departments
- C. To select and direct the working force in accordance with requirements determined by the City
- D. To create, modify, or discontinue jobs
- E. To establish and change work schedules and assignments
- F. To hire, transfer, promote, or demote employees
- G. To lay off, furlough, terminate, or otherwise relieve employees from work for lack of work, lack of funds, or other legitimate reasons
- H. To suspend, discharge, demote (in accordance with Article 11) or discipline employees for just cause
- I. To subcontract and otherwise take such measures as the City may determine to be necessary to the orderly and efficient operation of its various functions, services, and activities

The City shall have the right to determine solely, exclusively, and unilaterally the purpose of the Law Enforcement Department, how this purpose will be met, and to exercise complete control, authority, and direction over the functions of the Law Enforcement Department.

If, in the sole discretion of the Mayor or in the absence of the Mayor the Vice-mayor, or as specified in the City Charter, it is determined that civil emergency exists, including but not limited to, riots, civil disorders, the provisions of this agreement may be suspended during the time of the declared emergency, except for the monetary considerations.

ARTICLE 29

LABOR-MANAGEMENT COMMITTEE

The Police Chief will head a committee, which will meet at the request of either party. The committee will consist of four (4) bargaining unit members as follows:

- A. Police Chief.
- B. One (1) employee of the Law Enforcement Department management selected by the Police Chief.
- C. Two (2) members of the bargaining unit selected by the FOP President.

These meetings will be confined to discussions on the following:

- A. Safety and Health.
- B. Rules and Regulations.
- C. Training.
- D. Any other mutually agreed subject.

This committee is advisory only and the Police Chief will have final disposition on all matters discussed.

ARTICLE 30

SEVERABILITY CLAUSE

Should any provision of this collective bargaining Agreement or any part thereof be rendered or declared invalid by reason of any existing or subsequently enacted State or Federal legislation, or by any decree of a court or competent jurisdiction, all other Articles and Sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

Should any Article be rendered invalid, it shall be re-negotiated during the next scheduled negotiating session.

ARTICLE 31

WAIVER

The FOP and the City acknowledge that during negotiations of this Agreement, each had an unlimited right and opportunity to submit demands and proposals, and this Agreement was arrived at by the parties after the exercise of such right and opportunity.

Therefore, the City and the, FOP during the life of this Agreement, waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 32

ALTERATION OF AGREEMENT

The City and the FOP may mutually agree at any time during the period of this Agreement to amend, alter, or modify any of its terms and condition; however, any and all such Agreements must be reduced to writing and signed by the authorized representative of the City and the FOP.

The waiver of any breach or condition of this Agreement, by either party, shall not constitute a precedent for any future enforcement or waiver of such breach or condition.

This Agreement sets forth all understanding and Agreements arrived at by the parties and supersedes any and all Agreements which heretofore have existed, written or unwritten, between the parties.

ARTICLE 33

OFFICIAL COMMUNICATION

Unless otherwise specified, official communication between the parties shall be addressed as follows:

To the City -

Human Resources Director
City of Titusville
555 South Washington Avenue
P.O. Box 2806
Titusville, Florida 32781-2806

To the FOP -

Ted Butler, Jr.
Staff Representative
Fraternal Order of Police
233 Loch Low Drive
Sanford, FL 32773

ARTICLE 34

STRIKES AND LOCKOUTS

For the purposes of this article the following definition shall apply.

"Strike" means the concerted failure to report for duty, including:

- A. Concerted absence of the employees from their positions
- B. Concerted work stoppage; concerted submission of resignation
- C. Concerted abstinence, in whole or in part, by any group of employees from the full and faithful performance of their duties for the purpose of inducing, influencing, condoning, or coercing a change in the terms and conditions of employment or rights, privileges, or obligations of public employment
- D. Or participating in a deliberate and concerted course of conduct which adversely affects the services of the City
- E. The concerted failure to report for work after the expiration of a collective bargaining Agreement and picketing in furtherance of a work stoppage.

The FOP agrees there will be no strikes as defined above. In the event of any breach of this Article, it is further agreed that the City shall have all the statutory rights of recourse as provided under Florida laws.

The City agrees, for the life of this Agreement, that there will be no lockout of the employees.

ARTICLE 35

DRUG AND ALCOHOL TESTING

The Titusville Police Department shall maintain a drug- and alcohol-free work environment through the use of a reasonable employee substance abuse testing program. Therefore, in order to ensure the integrity of the department and to preserve the public trust and confidence in a fit and drug-free law enforcement profession, this department has implemented a Random and Mandatory Substance Abuse Testing Program to deter and detect prohibited alcohol and drug use by department employees. Substance abuse testing shall be conducted pursuant to the existing labor agreement and this departmental order and shall be consistent with workplace drug-testing rules promulgated by the State of Florida.

Because substance abuse has serious adverse effects on the work force, the following rules and prohibited activities shall apply to all department employees:

- A. No employee shall illegally possess any controlled substance.
- B. No employee shall ingest, inject, or inhale any controlled or other dangerous substance, unless prescribed to them by a licensed practitioner.
- C. No employee shall ingest, inject, or inhale any prescribed or over the-counter medication in amounts exceeding the recommended dosage.
- D. No employee shall possess, consume, or be under the influence of alcohol as defined herein, whether resulting from use on or off the job, while performing duties for the Titusville Police Department, except when expressly necessary to obtain evidence and upon the order of their supervisor.

For the purposes of this Article, the following definitions shall apply:

- A. **Chain of Custody** - Procedures to account for the integrity of each urine and/or blood specimen by tracking, handling, and storage from the point of specimen collection to final disposition of the specimen.
- B. **Collection Site** - Collection site means a place owned, operated, or contracted by a licensed laboratory or a site prepared by a collector authorized under F.S. § 112.0455 and Chapter 59A24, F.A.C., where individuals present themselves for the purpose of providing a specimen or specimens to be analyzed for the presence of drugs and/or alcohol.
- C. **Collection Site Person or Collector** - A person who instructs and assists individuals at a collection site and who receives and makes initial examination of the urine specimen provided by those individuals. The person may also

perform on-site saliva and/or breath-alcohol screening and/or collect blood specimens for laboratory alcohol confirmation testing.

- D. **Initial or Screening Test** - An immunoassay-screening test used by laboratories to eliminate "negative" urine specimens from further consideration. The initial test for blood-alcohol shall be an enzyme oxidation methodology.
- E. **Confirmation Test** - All urine specimens identified as presumptively positive on the initial sample shall be confirmed using qualitative analysis by gas chromatography/mass spectrometry (GC/MS). Blood-alcohol specimens shall be confirmed using gas chromatography (GC).
- F. **Drug** - The term "Drug" includes controlled substances listed in Schedules I, II, III, and IV, F.S. § 893.03.
- G. **Drug Abuse** - The term "Drug Abuse" includes use of a substance, which has not been legally prescribed and/or dispensed, or the excessive use of a legally prescribed drug.
- H. **Medical Review Officer** - Medical review officers are medical or osteopathic physicians duly licensed in the state in which they practice medicine and are certified as Medical Review Officers by the American Association of Medical Review Officers or the American College of Occupational and Environmental Medicine. MROs must have knowledge of substance abuse disorders, laboratory testing procedures, chain-of-custody procedures, and collection procedures, and they must have the appropriate medical training to interpret and evaluate an individual's drug and/or alcohol test result together with the individual's medical history or any other biomedical information.
- I. **Reasonable Suspicion** - This is factual foundation and rationale, which is interpreted in light of experience.

Random and Mandatory Substance Abuse Screening Program Procedures

The Random Substance Abuse Examination Program shall be administered through a medical services company, who will be determined by bid.

The medical services company shall be responsible for the identification and notification of all employees to be administered the random substance abuse examinations and the maintenance of the records.

- A. The medical service's computer will generate a "blind" scheduling list quarterly of sworn personnel and Dispatchers for the Random Substance Abuse Examination.
- B. The list will contain a predetermined number of names that are mathematically random and not subject to arbitrary manipulation or discrimination.

- C. The selection process shall be restricted to the medical services company.
- D. If the employee selected is not available due to sick leave, annual leave or other circumstances where they are not physically at work, the medical services company will note this in their computer records as to why the employee did not submit to testing.
- E. Sworn personnel and Dispatchers must respond immediately and directly to the request of the Collection Site Person or Collector.
 - 1. Failure to report immediately and directly to the test shall be grounds for discipline up to and including dismissal.
 - 2. Supervisors will relieve selected department members of their duties until after the collection process is completed.
 - 3. All sworn personnel and Dispatchers will act in a professional manner and follow all directives given by the collection site personnel.
- F. The collection site personnel shall immediately notify the Professional Standards Supervisor of any employee's refusal to cooperate with the procedures set forth herein.
 - 1. The supervisor shall resolve the matter by phone or dispatch a supervisor to the collection site.

The testing procedures and safeguards provided in this policy are to ensure the integrity of the department's Random Substance Abuse Testing Program shall be adhered to by all personnel.

The substance abuse examination will encompass any of the following drugs or their metabolites:

Positive Threshold Levels

	<i>Screening</i>	<i>Confirmation</i>
Amphetamines (Amphetamine, methamphetamine)	1,000 ng/mL	500 ng/mL
Cannabinoids (11-nor-D9-tetrahydrocannabinol-9-Carboxylic acid)	50 ng/mL	15 ng/mL
Cocaine (benzoylecgonine)	300 ng/mL	150 ng/mL
Phencyclidine	25 ng/mL	25 ng/mL
Methadone	300 ng/mL	150 ng/mL

Opiates*	300 ng/mL	300 ng/mL
Barbiturates	300 ng/mL	150 ng/mL
Benzodiazepine	300 ng/mL	150 ng/mL

An individual will have a positive drug test reported for any urine drug test which has been verified by the Medical Review Officer if the testing laboratory determines the specimen contains a drug (or metabolite) above the screening and confirmatory test threshold levels listed above.

A negative test result shall be reported for any urine drug test, which has been analyzed by a testing laboratory and found NOT to contain a drug (or metabolite) above the screening levels listed above.

A negative drug test result shall also be reported for any urine drug test result which has been analyzed by a testing laboratory and found to contain a drug (or metabolite) above the screening and confirmatory test threshold levels listed above in the Medical Review Officer subsequently determines the result is negative based on verification of prescription information or other acceptable verifiable explanations.

Mandatory Drug and/ or Alcohol Testing

No employee shall possess, consume, or be under the influence of alcohol as defined herein, whether resulting from use on or off the job, while performing duties for the Titusville Police Department.

Any employee having a reasonable basis to believe that another employee is illegally using or is in possession of a controlled substance or is using or is under the influence of alcohol shall immediately report the facts and circumstances to a supervisor, who will in turn notify the Professional Standards Supervisor.

A. A decision to test an employee shall be based on factors such as:

1. A change in job performance
2. Any physical symptoms associated with drug/alcohol usage such as slurred speech and altered motor skills
3. Any changes in attention span or attendance
4. Any reports or actual witnessing of possession or use of substances, changes in appetite or sleeping habits
5. Or other mannerisms or behavior changes which indicate the suspicion of alcohol or drug usage.

- B. When reasonable suspicion of the use of alcohol or drugs by an employee is brought to the attention of a supervisor, the supervisor shall immediately notify the affected division or shift commander or manager, and the Professional Standards Major who will arrange for testing the department employee.

Collection Protocols

Analysis of urine, blood, or saliva specimens collected under reasonable suspicion or the Random and Mandatory Substance Abuse Examination Program will only be performed by laboratories licensed under F.S.S. 112.0455 and certified by the Agency on Health Care Administration as complying with drug testing standards and procedures for Workplace Drug Testing Programs, defined in section 59A-24 F.A.C.

All personnel must bring departmental photo identification to the collection site. When a donor arrives at the collection site, the collection site person shall request the donor to present photo identification in the form of departmental I.D. from each employee to be tested.

If the donor's identity cannot be established, the collection site person shall not proceed with the collection.

The collection site person shall document the reason for not collecting the specimen and provide the donor with a copy of this documentation.

Drug Testing/Urine Collection

The collection site person shall take precautions to ensure that a urine specimen not be adulterated or diluted during the collection procedure and that information on the collection bottle and on the chain-of-custody form can identify the individual from whom the specimen was collected.

All employees are required to sign the chain-of-custody form. Bargaining unit employees shall not make any modifications, changes, or deletions on any of the required substance abuse examination forms.

Failure to complete the chain-of-custody form may result in disciplinary action, up to and including termination.

- A. For urine specimens, toilet-bluing agents shall be placed in toilet tanks so the reservoir of water in the toilet bowl always remains blue.
- B. There shall be no other source of water in the enclosure or portioned area where urination occurs. The collector shall control all other sources of water.
- C. Only one donor shall be allowed inside the collection site (restroom) at any given time.

- D. The collection site shall consist of a private and secure restroom facility.

Prior to collection, the collection site person shall ask the individual to remove any unnecessary outer garments, such as a coat or jacket, and to empty all clothing pockets.

- A. Employees shall not bring anything, including any smoking materials, with them into the collection site. The collection site person shall ensure that all belongings, such as a purse or briefcase, remain with the outer garments.
- B. The employee may retain the employee's wallet, provided that the collection site person shall check it for possible contaminants. (Employee shall not be searched; however, if the collector notes any unusual behavior, abnormal urine temperature, or any other indication that a specimen may have been adulterated, substituted, or diluted, the Professional Standards Supervisor shall immediately be notified and another specimen may be collected/witnessed by a same gender collector.)

The employee shall be instructed to wash and dry their hands prior to urination.

- A. After washing hands, the employee shall remain in the presence of the collection site person and shall not have access to any water fountain, faucet, soap dispenser, cleaning agent, or any other materials which could be used to adulterate the specimen.

Upon receiving the specimen from the individual, the collection site person shall determine that urine specimen contains at least 30 milliliters (ml) of urine. The collector shall document the appropriate volume of the specimen at the time of collection.

- A. If there is less than 30 ml of urine in the container, another urine specimen shall be collected in a separate container.
- B. Collected specimens, which contain less than 30 ml of urine shall not be submitted to the laboratory for testing. Such specimens shall be discarded in the presence of the donor and such procedure shall be annotated by the collector on the chain-of-custody form.
- C. The collector is permitted to give the donor water to drink for the purpose of providing another urine specimen, not to exceed 40 ounces in 3 hours or 4 ounces every 15 minutes but not exceeding 3 hours.
- D. If the donor still fails to provide 30 ml of urine, the collection site person shall notify the Professional Standards Supervisor or designee, who shall respond to the collection site.

1. The Professional Standards Supervisor or designee shall remain with the employee until he provides an acceptable sample.

Failure to submit a sample shall be considered a refusal to submit to a drug test.

After a urine specimen has been provided and submitted to the collection site person, the individual shall be allowed to wash their hands.

No longer than four minutes following the collection, the collection site person shall measure and record the temperature of the urine specimen, as indicated, on the chain-of-custody form.

- A. The temperature-measuring device must be placed on the outside of the container to prevent contamination.
- B. If the temperature measurement is not conducted within four minutes, the specimen shall be rendered invalid and shall be rejected.
 1. A second specimen shall be collected and a new chain-of-custody form generated.
 2. If the temperature of a urine specimen is outside the range of 90 - 100° Fahrenheit, there is reason to believe that the donor may have altered or substituted the specimen and another urine specimen shall be collected under the direct observation by an observer of the same gender as the donor.
 3. The Professional Standards Supervisor or designee shall be notified.
 4. The reason for the observed collection and the identity of the direct observer shall be documented on the chain-of-custody form.

Immediately after a urine specimen is collected, the collection site person shall also inspect the specimen to determine its color and look for any signs of contaminants.

Any unusual finding shall be noted on the chain-of-custody form, and the Professional Standards Major or designee shall be notified.

Whenever a collection site person has reason to believe that a particular individual may alter or has altered or substituted a urine specimen, a higher level supervisor at the collection site or at the laboratory shall review the decision and concur in advance with the collection of a second specimen under the direct observation of an observer of the same gender as the donor.

- A. Once approved by a higher level supervisor, the collector shall require the individual to provide another specimen under direct observation.
 1. If the same gender observer is not the collector, the observer shall be identified on the chain-of-custody form.

- B. The observer, if different from the collector, shall not handle the specimen, and the donor shall hand the specimen to the collector in the observer's presence.
 - 1. The observer shall keep the specimen in sight at all times prior to it being sealed.
- C. A new chain-of-custody form shall be executed to accompany any specimen collected under direct observation.
 - 1. Information regarding a specimen collected under direct observation shall be included on both the new chain-of-custody form and on the original form in the remark section.
 - 2. In addition, the new chain-of-custody specimen identification number shall be annotated on the original form.
 - 3. Both specimens shall be sent to the laboratory to be analyzed.

The individual being tested, the collection site person, and the observer, if used for direct observation, shall keep the specimen in view at all times prior to it being sealed and labeled.

The collection site person shall place securely on the bottle, an identification label containing the donor's specimen number, which matches the specimen number on the chain-of-custody form, and the date.

- A. The employee (donor) and the collector shall initial the identification label on the specimen bottle for the purpose of certifying that it is the specimen collected from the donor.
- B. The collector shall enter all required information on the chain-of-custody form.

Bargaining Unit Members shall not make any modifications, changes, or deletions on any of the required substance examination forms except as directed by the collector.

- A. The individual shall be asked to sign a statement on the chain of-custody form certifying that the specimen identified as having been collected from them is in fact that specimen he/she provided.
- B. All Department employees are required to sign the chain-of-custody form when requested to do so by the collector.
- C. It shall be noted and signed on the chain-of-custody form by the collection site person, with a witness' signature, if the individual refuses to sign the statement.
- D. Failure to complete the chain-of-custody form may result in disciplinary action, up to and including dismissal.

While any part of the above chain-of-custody procedures is being performed, it is essential that the specimen and the chain-of-custody form be under the control of the collection site person.

- A. If the collection site person leaves the work station momentarily, the specimen and the chain-of custody form shall be taken with them or shall be secured in a locked room, drawer, file cabinet, etc.
- B. After the collection site person returns to the workstation, the chain-of-custody process will continue.
- C. If the collection site person is leaving for an extended period of time, the specimen shall be packaged for shipment before he/she leaves the site.

Upon completion of the collection process, tested employees will receive a copy of the laboratory chain-of-custody form.

The reverse side of the employee's chain-of-custody form shall contain a list of the over-the-counter and prescription medications which can interfere with a drug test result and shall be provided to facilitate the employee's providing the Medical Review Officer with information necessary to determine a verifiable result (either positive or negative) if the testing laboratory reports an unverifiable result.

Alcohol Testing

To preclude unnecessary blood testing for alcohol, noninvasive collection-site saliva and/or breath screening tests for alcohol may be used under the Mandatory Substance Abuse Examination Program to determine the need for blood-alcohol confirmation testing.

- A. If the results of the screening test produce a result of less than 0.02 g/dl, the result shall be noted by the collection site person for verification and reported as negative to the Professional Standards Supervisor or designee.
- B. If the results are 0.02 g/dl or greater, the collector will immediately draw a blood specimen using aseptic venipuncture technique for blood-alcohol conformation testing by the laboratory.
- C. The venipuncture site for blood alcohol shall be cleaned with a nonalcoholic antiseptic substance. A confirmed laboratory result, verified by the Medical Review Officer, at 0.02 g/dl shall be reported as positive.
- D. The Professional Standards Supervisor or designee shall be notified.
- E. The laboratory will report results below 0.02 g/dL as negative.

Documentation of the collection process for blood-alcohol testing shall be carried out in the same manner as prescribed for urine specimens using a separate but identical chain-of-custody form.

The collection site person shall arrange to send the collected specimen(s) by express shipment, courier, or U.S. Mail to the drug-testing laboratory, which is designated by the department.

- A. The specimens shall be placed in containers designed to minimize the possibility of damage during shipment.
- B. Prior to shipping or storage, the collection site person shall ensure that the specimen container(s) are sealed with forensic tamper-proof tape; the forensic tamper-proof tape contains initials of the donor, the date the specimen was sealed in the specimen container; and the completed chain-of-custody form.
- C. The specimen container shall be enclosed and sealed in a tamper-proof sealable plastic bag before packaging for shipment to the drug-testing laboratory.

Medical Review Officer Procedures

The laboratory shall test and report drug test results to the Medical Review Officer, (MRO), no more than three (3) working days after the receipt of the specimen in the laboratory.

The MRO shall evaluate the drug test result(s), which is reported by the laboratory, to verify by checking the chain-of-custody form that the specimen was collected, transported, and analyzed under proper procedures, as specified in these rules, and to determine if any alternative medical explanations caused a positive test result.

- A. This determination could include conducting a medical interview with the individual; review of the individual's medical history; or the review of any other relevant biomedical factors.
- B. The MRO shall review all medical records made available by the tested individual.
- C. The MRO shall not consider the results of samples that are not obtained or processed in accordance with these results.

The MRO shall notify the department in writing of a negative result no more than seven (7) working days after the specimen was received by the laboratory, and appropriately file copy two and four of the chain-of-custody form under confidential procedures for a period of two (2) years.

To verify that a positive test result was properly analyzed and handled according to these rules, the MRO shall:

- A. Receive and review the test result(s) from the laboratory
- B. Verify the laboratory report by checking the chain-of-custody form for required signatures, procedures, and information
- C. Ensure that the donor's specimen identification number on copy two of the laboratory test report and on copy four of the chain-of-custody form which was sent to the MRO by the collection site accurately identifies the donor with the positive test result
- D. Notify the employee of a confirmed positive test result, and within three (3) days of receipt of the test result from the laboratory, inquire as to whether prescription or over-the-counter medications could have caused the positive test result.

Within five (5) days of notification to the donor of the positive test result, the MRO shall:

- A. Provide an opportunity for the employee to discuss their positive test result and to submit documentation of any prescriptions relevant to the positive test result;
- B. Review any medical records provided by the employee, or authorized by the employee and released by the employee's physician
- C. Determine if the positive test result was caused by a legally prescribed medication.
 - 1. If the donor does not have prescribed medication, the MRO shall inquire about over-the-counter medications which could have caused the positive test result.
 - 2. The MRO may order such additional laboratory tests as may be necessary to corroborate the presence of other legal substance(s) which could have produced a positive laboratory test result.
 - 3. The donor shall be responsible for providing all necessary documentation (i.e., a doctor's report, signed prescription, etc.) within the five day period after notification of the positive test result.
- D. The MRO must notify the department in writing of the verified test result, either negative, positive, or unsatisfactory, no more than seven (7) working days after the specimen was received by the laboratory, and appropriately file the chain-of-custody form under confidential procedures for two (2) years.

1. If the MRO determines that there is a legitimate medical explanation for the positive test result based on the medical judgment of the MRO and accepted standards of practice, the MRO shall report a negative test result to the department.

If the MRO is unable to contact the donor who tested positive within three (3) working days of receipt of the test results from the laboratory, the MRO shall contact the department and request that the department direct the donor to contact the MRO as soon as possible.

- A. If the MRO has not been contacted by the donor within two (2) working days from the request to the department, the MRO shall verify the report as positive.

As a safeguard to department employee, once an MRO verifies a positive test result, the MRO may change the verification of the result if the donor presents information to the MRO which documents that a serious illness, injury, or other circumstance unavoidably prevented the employees from contacting the MRO within the specified time frame and if the donor presents information concerning a legitimate explanation for a positive test result.

If the donor declines to talk with the MRO regarding a positive test result, the MRO shall validate the result as positive and annotate such decline in the remarks section of the written report.

Drug testing laboratories shall retain and place all confirmed positive urine specimens in locked, secured, long-term frozen storage (-15° Celsius or less) and confirmed positive blood specimens in locked, secured, long-term refrigerated storage (68° Celsius) for a minimum of 210 days.

- A. Within this 210-day period, the department, employee, or MRO is permitted to request in writing that the laboratory retain the specimen for an additional period of time.
- B. If no such request is received, the laboratory is permitted to discard the specimen after 210 days of storage.
- C. When notified in writing, the laboratory shall be required to maintain any specimens under legal challenge until such challenge is resolved.

Department Employee Rights of Appeal

The MRO shall process any donor requests for a retest of the original specimen within 180 days of notice of the positive test result, at another similarly licensed laboratory selected by the department employee or the job applicant.

The donor requesting the additional test shall be required to pay for the costs of the retest, including handling and shipping expenses.

The MRO shall contact the original testing laboratory to initiate the retest.

Reporting of Drug Test Results

Following verification of a positive test result, the Medical Review Officer will notify the Professional Standards Supervisor or designee.

The Professional Standards Supervisor will conduct the appropriate investigation.

Discipline

A positive test result will result in a re-test of the original sample by the laboratory.

If the re-test results are positive on the specimen, the employee will be suspended without pay pending a pre-termination hearing.

- A. A positive result on the re-test will result in disciplinary action, up to and including dismissal.

Employees who refuse to comply with the provisions of this Article will be subject to disciplinary action, up to and including dismissal.

ARTICLE 36

PENSION PLAN

Retirement benefits and employee contributions for employees covered by this Agreement shall be as provided in the City of Titusville Police Officers' and Firefighters' Retirement Plan (the "Plan"), except as provided below.

All changes to the existing Plan shall take effect on September 30, 2012, or upon implementation, whichever is later (the "effective date").

The accrued pension benefits of all bargaining unit members who are members of the Plan, employed and not participating in the DROP on the effective date will be frozen on the effective date, as provided herein.

The frozen accrued benefit of each member shall be calculated based on the Plan provisions in effect on the day before the effective date, and each employee's credited service and average final compensation on that date.

All such members shall be 100% vested in the frozen accrued benefit earned prior to the effective date, and will be eligible to receive the frozen accrued benefit upon reaching the normal retirement date in effect prior to the freeze (age 55 with 8 or more years of credited service or 25 years of credited service), and separation from employment.

The compensation used to calculate the frozen accrued benefit shall include the member's accrued leave hours as of the effective date that would be included in compensation for pension purposes if the member retired on that date; provided, the member's accrued leave balance shall be reduced by the use of vacation or sick leave after the effective date, and the member's accrued leave hours included in the frozen accrued benefit shall be adjusted accordingly at retirement.

For example, if an member has 200 hours of accrued leave on the effective date, that amount will be included in compensation for purposes of calculating the member's frozen accrued benefit; however, any vacation or sick leave taken by the member after the effective date will reduce the 200 hours of accrued leave, and upon retirement the member's frozen accrued benefit will be adjusted to reflect vacation and sick leave taken after the effective date.

Such members will accrue benefits on and after the effective date in accordance with the following:

- A. Plan benefits for credited service on and after the effective date shall be the same as the Plan provisions in effect prior to the effective date, except as follows:

- 1. Benefit multiplier: 2.5% for credited service earned on and after the effective date.

2. The normal retirement date shall be age 55 with 10 years of credited service or age 52 with 25 years of credited service. Provided, members with 10 or more years of credited service as of the effective date keep the current normal retirement eligibility, but all other changes apply.
 3. Pensionable earnings (salary): base pay excluding hours of overtime and all other compensation except actual educational incentives and special duty incentives paid not to exceed \$6,750 per year.
 4. Average Final Compensation: average of the 5 highest years of the last 10 years of credited service.
 5. Vesting: 10 years of credited service (including service prior to effective date).
 6. Cost of Living Adjustment (COLA): No COLA applied to benefit based on credited service after the effective date.
 7. Member contribution: 6.5% of pensionable earnings.
 8. DROP: The current DROP plan shall be closed to new participants on July 2, 2013.
 - a. A Backdrop plan may be implemented, provided it is cost neutral (i.e., results in no additional cost to the City or Plan).
 9. The benefit reductions above shall not apply to any member who has reached age 55 with 8 or more years of credited service or 25 years of credited service regardless of age on the effective date; provided, such members shall contribute 6.5% of pensionable earnings to the Plan, and shall not be eligible to participate in the defined contribution plan.
 10. Any bargaining unit member who has not entered the DROP prior to July 2, 2013 shall not be eligible to enter the DROP.
- B. In addition to the Plan benefits provided above, bargaining unit members who are employed and have not attained the normal retirement date on the effective date, and all bargaining unit members hired on or after that date, shall participate in a defined contribution retirement plan established by the City for all periods of service after the effective date.
1. The key provisions of the defined contribution (DC) plan are as follows:
 - a. Eligibility: all full-time employees shall participate in the DC plan, except those employees who have reached age 55 with

8 or more years of credited service or 25 years of credited service regardless of age on the effective date.

- b. Contributions: employees may contribute up to the maximum amount allowed by applicable law. The City will match the employees' contributions on a dollar for dollar basis, up to a maximum match of 3%. The employee contribution is pre-tax.
- c. Vesting: immediate vesting for employee contributions and earnings on employee contributions.
- d. Employer contributions and earnings on employer contributions vest after 5 years of participation in the DC plan.
- e. Earnings: base pay excluding overtime and all other compensation.
- f. Normal retirement age: 55.
- g. Benefit: contributions are deposited in an account in the DC plan and invested as directed by the employee. The vested balance in the employee's account (including investment earnings) is distributed to the employee upon retirement, or may be rolled over into an IRA or other qualified retirement plan.
- h. Benefits payable to spouse or beneficiary: the employee may designate their spouse or other beneficiary to receive the vested balance in the employee's DC plan account upon the employee's death.

C. Bargaining unit members who are employed and not participating in the DROP on the effective date, who have not reached age 55 with 8 or more years of credited service or 25 years of credited service on that date, shall be eligible for a retirement benefit in three parts upon reaching the normal retirement date and separating from City employment:

1. The frozen accrued benefit based on average final compensation, credited service and Plan provisions in effect on the day before the effective date, payable as a monthly pension
2. The accrued defined benefit based on service and plan provisions in effect after the effective date, payable as a monthly pension
3. The vested balance in the member's defined contribution plan account, payable in a lump sum.

D. Notwithstanding any other provision herein, bargaining unit members who are employed and not participating in the DROP on the effective date, and who have attained normal retirement eligibility by reaching age 55 with 8 years of credited service or 25 years of credited service on that date, shall:

1. Continue to accrue benefits under the Plan provisions in effect on the day before the effective date for as long as they are employed by the City and eligible to participate in the Plan.
2. Such employees shall not be eligible to participate in the DC plan.

E. It is the intent of the parties that the pension changes herein will not result in a reduction in the amount of Chapter 175 and 185 premium tax monies that can be used by the City towards its required contributions under the plan.

F. These changes are contingent upon the City continuing to be able to use all of the Chapter 175 and 185 premium tax monies towards its required contributions under the plan.

Share Plan

The purpose of this section is to implement the provisions of Chapter 185, Florida Statutes, as amended. In accordance with F.S. 185.35(6), a defined contribution plan component ("share plan") is established; however, the City and Florida State Lodge Fraternal Order of Police, Inc. have mutually agreed that the share plan will not be funded except as set forth below:

A. Mutual Consent Acknowledgement

1. Effective upon ratification and approval by the City Council, the City and the FOP mutually consent, in accordance with Chapter 185 of the Florida Statutes, to the following use of Chapter 185 Premium Tax distributions.
 - a. One hundred percent (100%) of the Chapter 185 funds in the "Net Excess State Monies Reserve" shall be applied to reduce the Unfunded Actuarial Accrued Liability of the Plan for the duration of this agreement.
 - b. One hundred percent (100%) of the annual Chapter 185 Premium Tax Distributions including the total amount received in fiscal year 2016 (collected 2015), and one hundred percent (100%) of any future Chapter 185 Premium Tax Distributions received each fiscal year thereafter, shall be applied annually to reduce the City's annual required pension contribution except as set forth below, for the duration of this agreement.
 - c. For any year in which the Funded Ratio (actuarial value of assets divided by the actuarial accrued liability, as reflected in the most

recent actuarial valuation) reaches or exceeds 90%, 50% of the Chapter 185 Premium Tax Distribution received in following plan year will be used to fund the "share plan" and each employee shall receive an equal share of the premium tax funds allocated to the share plan | the employee's share account. Each employees share plan balance will be distributed to the employee within 60 days following retirement, less any administrative expense. The remaining 50% of the Premium Tax Distribution will be used to reduce the City's annual pension contributions. The City shall establish the share plan with input from the FOP.

ARTICLE 37

OUTSIDE EMPLOYMENT SERVICES

All outside employment services must be approved by the Chief of Police or their designee.

The minimum rate for outside employment services shall be the following:

- A. \$30.00 per hour per Officer
- B. \$32.00 per hour for Supervisor (if performing supervisory duties)

The City will administer payment to the bargaining unit members for outside employment services through the City's payroll system and from the per hour charge the City will withhold appropriate taxes and deduct Social Security and Medicare.

Payments for outside employment service shall not be considered part of "Salary" as defined for retirement benefit purposes or as time worked counted for overtime purposes.

In addition to the per hour charge as stated above, the City may impose an administrative fee of \$5.00 per hour which will cover workers compensation coverage and other City administrative expenses and shall not be the responsibility of the bargaining unit member.

Bargaining unit members shall be provided workers compensation coverage through the City for outside employment service when carrying out the primary responsibility as a Law Enforcement Officer in the prevention or detection of crime or the enforcement of the penal , criminal, traffic or highway laws of the State of Florida.

- A. This shall not preclude the City from coordinating workers compensation coverage with the extra duty customer who shall have the primary responsibility of providing coverage for any non-law enforcement activities.

Outside employment positions shall be posted and open to all sworn personnel with the rank of Lieutenant and below for 24 hours for those employees interested in fulfilling the contracted service(s).

- A. After 24 hours of posting and upon any openings, any and all sworn members, including the rank of Lieutenant and above may sign up for outside employment service.
- B. If a vendor should request contracted service(s) with the Police Department where time does not allow for the 24 hour "Window of Opportunity" to request filling the opening, then any sworn member, including the rank of Lieutenant and above may request filling the contracted service(s).

- C. Should the contract service(s) require a rank of Lieutenant or above as a supervisor then the 24 hour notice will not apply.
- D. All attempts to notify will also be delivered through the paging system available to the members.

ARTICLE 38

TERM OF AGREEMENT AND WAGE RE-OPENERS

This Agreement shall remain in effect until the 30th day of September 2019 and shall continue in effect for three years unless the City or FOP desires to modify, amend, or terminate this Agreement at its normal expiration date.

On or before March 1, 2019 the FOP and the City shall notify each other in writing of their intent to modify, amend, or terminate this agreement.

On or before March 1, 2017 and March 1, 2018 the FOP and the City shall notify each other in writing of their intent to reopen the Wages Article and two additional Articles covered by this Agreement for FY 2017-2018 and FY 2018-2019.

All Articles which neither the FOP or the City intend to address shall remain in full force and effect.


Any article within this agreement may be reopened, by either party and only with mutual consent expressed in writing, if the article is in addition to the provisions of Article 32 Alteration of Agreement.

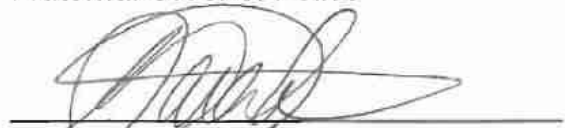
ARTICLE 39

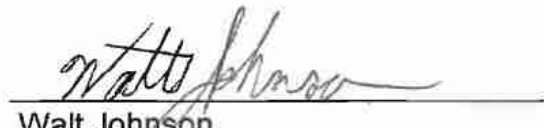
DURATION

This Agreement shall be effective as of October 1, 2016 by both parties, unless otherwise indicated in any article in this agreement, and shall remain in force and effect through September 30, 2019, or until a successor agreement is reached.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 17th day of January 2017.

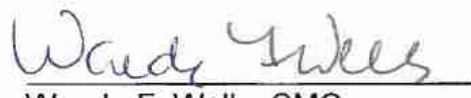

Ted Butler, Jr.
Staff Representative
Fraternal Order of Police


Sara Macskassy
City of Titusville
FOP Lodge 170 President



Walt Johnson
Mayor of the City of Titusville



ATTEST:


Wanda F. Wells, CMC
City Clerk

Approved as to Content:


William S. Larese
City Manager

Approved as to Form:


Richard Broome
City Attorney



Authorization for Payroll Deduction

I, _____, hereby authorize my employer, the City of Titusville, to withhold from my regular paycheck the amount of my dues to the Florida State Lodge Fraternal Order of Police, Inc. and transmit it to the person designated by the Florida State Lodge Fraternal Order of Police, Inc. to receive it. I understand that I may terminate this authorization by notifying the City of Titusville and the Florida State Lodge Fraternal Order of Police, Inc. in writing thirty (30) days in advance of the stop date. Furthermore, this authorization shall only be in effect so long as the Florida State Lodge Fraternal Order of Police, Inc. is the bargaining agent and I am a member of the bargaining unit.

This request is made pursuant to Section 447.303 Florida Statutes (1987).

I authorize payroll deduction to be made to the Florida State Lodge Fraternal Order of Police, Inc. or its designee. Those deductions are to be taken out on a bi-weekly basis and payment will be made to the Florida State Lodge Fraternal Order of Police, Inc. on a monthly basis. The deduction will be at the standard rate based on my current classification with the City of Titusville, either as an:

_____ Officer

_____ Dispatcher

_____ Lieutenant

Printed Name and ID#

Signature

Date: _____



TITUSVILLE POLICE

PROMOTING
TEAMWORK
WITHIN OUR COMMUNITY

1100 John Glenn Blvd. • Titusville, FL 32780 • PH 321-264-7800

GENERAL ORDER

Effective Date: December 10, 2011 August 24, 2015	<input type="checkbox"/> Rescinds – <input checked="" type="checkbox"/> Amends – 321.2	Number: 321.3
SUBJECT: INDIVIDUALLY ASSIGNED VEHICLE PROGRAM		Print Date:
Distribution: ALL PERSONNEL	References: CFA Standards:	

This order consists of the following:

1. **Purpose**
 2. **Policy**
 3. **Procedures**
1. **Purpose**
This policy shall regulate individually assigned and/or Titusville Police Department-owned vehicles and their utilization.
 2. **Policy**
 - A. An individually assigned vehicle shall be a privilege, not a right. Individually assigned vehicles may be department-owned, rented, or leased. The Chief of Police recognizes that an assigned vehicle program benefits the Titusville Police Department and the community by avoiding costs associated with a pool car fleet, by increasing police presence in the community, and by allowing on call members to respond rapidly when needed.
 1. Vehicles shall be assigned according to department needs and vehicle availability.
 2. Members driving department-owned vehicles shall conform to all federal, state and county motor vehicle laws.
 3. Members driving department-owned vehicles shall possess a valid Florida Driver License. The Professional Standards and Training Division shall conduct an annual inspection of members for such validation.
 4. Revocation or suspension of a department member's driving privileges shall be immediately reported to the Staff Member supervising the member's respective division major via chain of command.
 5. Members shall exercise good judgment in using assigned vehicles. Vehicles shall not be operated in such a manner that will cause unfavorable comment or reflect discredit upon the department.
 3. **Procedures**
 - A. Residency/Eligibility Requirements
 1. Residency requirements shall include the area immediately surrounding the

City of Titusville. The northern boundary includes the communities of Mims, Aurlantia, and Scottsmoor to the North Brevard County Line. The southern boundary includes the residential areas of north of State Road 524. The western boundary extends to the Brevard County Line west on I-95. The eastern boundary is the north end of Merritt Island. No member of the Titusville Police Department shall be exempt from the residency requirements of this General Order.

2. A department member shall be eligible for an individually assigned vehicle after two (2) years of service. This shall be based upon availability, eligibility, and residency requirements.
3. The Chief of Police may reconsider and extend the boundary restrictions based on department needs.

B. Limited Use Classification

1. Unless designated otherwise by the Chief of Police or his or her designee, division major members assigned a department vehicle shall be considered to have limited use of the vehicle.
2. A member assigned a department vehicle shall only use it to drive to and from work if his or her residence meets the residency requirement, to attend community service events with approval from the Staff Member supervising his or her respective division, major to drive to and from a wellness program/facility, to attend criminal justice proceedings, and for off-duty employment in conformance with General Orders.
3. A member residing outside the residency requirement shall secure his or her assigned vehicle at the police department or an approved location within residency requirement locations. Secure locations other than the police department shall be approved in writing by the Administrative Bureau Commander, his or her division major.
4. A member may transport nondepartment personnel in a department vehicle for official department business only. A member may transport family members to home, work, school, or daycare while enroute to work from home or vice versa.
5. All other personal use of department vehicles is strictly forbidden.

C. Full Use Classification

1. Members designated by the Chief of Police as primary recall members shall have full use of a department vehicle on and off duty. A member may use the department vehicle for personal travel within city limits.
2. A division supervisor, Major, the Assistant Chief, or the Chief of Police may approve a member for full use classification for a limited period of time to

fulfill a specific purpose.

a. ~~The request, justification, and approval must be in writing.~~

3. A member shall not drive a department vehicle beyond City Limits unless approved by his or her supervisor. Driving a department vehicle out of the city shall be restricted to department business only.

a. ~~No member of the Titusville Police Department shall be exempt from the residency requirements of this General Order.~~

D. Full Use Classification and Primary Recall Designation

1. Full Use Classification shall be given to the following categories of members for the sole purpose of responding quickly to the needs of the department.
 - a. Lieutenant ~~Lieutenant~~ equivalent or above.
 - b. All SWAT team members.
 - c. All Crisis Negotiation Team members.
 - d. Command Staff Members.
 - e. All sworn members assigned to the Criminal Investigation Division and/or the Special Investigations Section.
 - f. Public information members.
 - i. Professional Standards Division members.

2. Members in an on-call status for a specific period of time.

E. Restrictions on Use

1. A member whose driving privileges have been suspended or revoked or who is under disciplinary suspension or disciplinary probation shall not participate in the Individually Assigned Vehicle Program. Supervisors have the authority to terminate members from the program for specified periods of time. Any action taken must be reported in writing to ~~the Administrative Bureau Commander, division major~~.
2. During extended periods of ~~any type of~~ leave or any leave that exceeds forty (40) hours, a member not in an on-call status in accordance with section ~~2~~(B)(2), shall store his or her individually assigned vehicle at the Titusville Police Department so it ~~shall be~~ is accessible to other department members.
3. Members on light- or no-duty status shall not be permitted to participate in the program. If it is in the interest of the department, ~~the Administrative Bureau Commander, division major~~ is authorized to make exceptions to this provision.
4. Department vehicles shall not be used for pushing or towing any other motor vehicle unless so designed or designated.
5. Department vehicles designated as passenger cars shall not be used for transporting heavy, inappropriate, or excessive loads.
6. Assigned vehicles shall not be used by off-duty members who intend to

consume, or who have consumed alcoholic beverages or other intoxicants. Members participating in the program and operating marked vehicles are prohibited from patronizing package stores or any other establishment which may result in public criticism.

7. Overtime shall not be paid for completing required vehicle maintenance.

F. Seat Belt Policy

1. Members shall utilize the installed seat belts while operating or riding as a passenger in any department-owned vehicle.
2. Only seat belts furnished by the manufacturer(s) shall be installed in department vehicles.
3. No member has the authority to modify the seat belt system or any other part of a department vehicle.

G. Care and Maintenance of Department Vehicles

1. A member shall be responsible for the general maintenance, care, cleanliness, and condition of his or her assigned vehicle.
2. Vehicles shall be waxed at least semi-annually.
 - a. A member's supervisor shall ensure the above guidelines are followed.
3. A member operating an individually assigned department vehicle shall routinely complete the following tasks:
 - a. Check and maintain oil level.
 - b. Check and maintain transmission fluid level.
 - c. Check and maintain engine coolant level.
 - d. Check and maintain power steering fluid level.
 - e. Check and maintain proper tire pressure at all times.
 - f. Check and maintain sufficient fuel supply.
 - g. Check fire extinguisher (date recharged).
 - h. Check and maintain battery levels (if battery is so equipped).
 - i. Check first-aid kit periodically.
 - j. Ensure patrol vehicles are equipped with an emergency blanket and flares, and a biohazard pack.
 1. Any damage to a department-owned vehicle due to improper fluid or air pressure levels shall be the responsibility of the member operating the vehicle, if it is determined the damage was caused by failure to periodically check or maintain these levels.
4. Members shall be prohibited from making any mechanical adjustments or alterations to any vehicles. Making any repairs or having any repairs made to the vehicle, other than at the direction of the Fleet/Maintenance

Coordinator, shall not be permitted. No fluid additives shall be used except those authorized or issued by City of Titusville Fleet Management unless required to maintain proper fluid levels.

5. In the event any defective, damaged, or missing equipment is noted the inspecting member shall complete a Vehicle Inspection Sheet, send an email to PDVehicleRepair@Titusville.com identifying the condition. Failure to inspect a vehicle prior to assuming control and failing to identify any such existing condition shall result in the assignment of responsibility for such defect, damage, or missing equipment to the member neglecting to adhere to this policy.
6. All vehicles shall be serviced according to the City of Titusville Fleet Management schedule.
7. Non-Fleet Management members are prohibited from contacting any vendor providing fleet-related services for the department without authorization from City of Titusville Fleet Management.
8. When an individually assigned vehicle is inactive due to extended repairs, a member may use a pool vehicle for on-duty assignments. Pool vehicles shall not be assigned for use in the Individually Assigned Vehicle Program unless authorized by the Administrative Bureau Commander. ~~member's division major~~
9. A member shall change his or her flat tires when on or off duty. Tires requiring repair between 0700 hours and 1700 hours shall be delivered to the City Garage.
10. A member operating a department-owned vehicle requiring repair, service, or tire work shall ensure that vehicle is parked in the dead-line area at the City Garage and that the gas tanks are at least half full.
11. Only City of Titusville Fleet Management members shall be permitted to enter the bay areas at the City Garage due to safety concerns.
12. Unattended vehicles must be completely secured by having windows up and doors locked. All assigned equipment, such as flashlights, weapons, and radios shall not be left in the vehicle when turned in for service. All personal items of value belonging to the member must be removed as City of Titusville Fleet Management will not assume the responsibility for these items.
13. City of Titusville Fleet Management shall have absolute authority to hold dead-lined vehicles in order to repair any safety-related defects. Under no circumstances shall vehicles dead-lined for safety reasons be permitted to be driven away without repair.

14. In the event any damage is incurred to a department-owned vehicle other than as a result of a motor vehicle crash or if mechanical trouble occurs during normal operation, the member shall immediately advise his or her supervisor and complete all required reports.
 15. When there is a major breakdown of a department-owned vehicle while outside the Titusville City Limits, the member shall notify the Fleet/Maintenance Coordinator for further instructions of "how" and "where" to take the vehicle. After hours the Communications Section shall be called and the Fleet/Maintenance Coordinator shall be contacted.
 16. Out-of-county repairs shall be approved by the Fleet/Maintenance Coordinator or designee. Repair invoices shall be forwarded to the City of Titusville Fleet Management.
 17. A department member shall not modify or alter any vehicle or associated equipment without the written approval of the Administrative Bureau Commander, Fleet Manager. All installations shall be inspected by the Administrative Bureau Commander, Fleet Manager or designee. No equipment shall be placed or installed on the dashboard of any vehicle with dual air bags without authorization.
 - a. Personally-owned equipment requests shall be forwarded to the Fleet/Maintenance Coordinator with the requesting member's division major's supervisor's approval. The Fleet/Maintenance Coordinator or designee shall ensure the equipment to be installed will not void warranties or exceed the vehicle's design capabilities, and he or she shall provide final authorization for the installation. All personal equipment shall be installed by an Fleet Management approved designee of the Administrative Bureau Commander, which may include the vehicle operator. All electrical connections to the vehicle's electrical system shall be made by Fleet Management members or the Administrative Bureau Commander or designee.
- H. Additional Vehicle Provisions for Sworn Members
1. When using an individually assigned vehicle during off-duty periods, the following shall apply:
 - a. Radio contact with the Communications Section shall be maintained at all times to ensure availability for response to any emergency. Sworn members need not report in or out of service with the Communications Section when operating the vehicle off-duty.
 - b. Sworn members shall have their police department credentials, badge, and duty weapon when operating a department-owned vehicle.
 - c. Sworn members driving an individually assigned vehicle must be dressed and equipped to take appropriate enforcement action.
 - d. Sworn members shall be expected to respond to requests for public assistance when operating their individually assigned vehicles.

2. Response to a call during off-duty hours shall be consistent with General Orders and shall be properly documented. Sworn members shall notify the Communications Section by the established procedures.
3. When responding to an incident or when taking enforcement action, sworn members shall be required to assume full responsibility for the situation until relieved by an on-duty member.
4. While off duty and wearing civilian attire, sworn members are encouraged not to take traffic enforcement action unless it is necessary to protect life and/or property.
5. Sworn members are prohibited from using individually assigned vehicles outside the City of Titusville unless as authorized by policy, in pursuit of a suspect, or authorized by their supervisor.
6. Members shall not permit unauthorized persons to operate or ride as passengers in any department-owned vehicle. Requests to ride as an observer in a department-owned vehicle shall be in accordance with Department Directives. This policy may be waived if it is necessary to transport a citizen in order to accomplish an official purpose as described in Department Directives.
7. When driving a department-owned vehicle, civilians shall be authorized to:
 - a. Drive from point A, where they pick up the vehicle, to point B, where the vehicle is needed.

I. General Provisions

1. Department-owned vehicles shall be secured and the keys removed when a vehicle is parked and unattended. When the vehicle is not in use during an off-duty period, all removable items (e.g., weapons, portable radios, mobile data terminal/computer, etc.) shall be removed from the vehicle and secured in the vehicle's trunk, the member's office, or the member's residence.
2. When two or more members are assigned to attend the same school, conference, or meeting, a minimum number of vehicles shall be used.
3. A member shall report any improper conduct on the part of another member operating an individually assigned vehicle. An Employee Action Report of any incident shall be prepared by the observing member. The completed report shall be submitted to the reporting member's supervisor.
4. Any defective, damaged, or missing equipment for individually assigned or pool vehicles shall be reported by the member by E-mailing: PDVehicleRepair@Titusville.com, use of the appropriate forms.

5. Sworn members shall secure issued department equipment to protect against damage, loss, or theft.
6. Misuse of individually assigned vehicles may result in immediate suspension from the program as well as possible disciplinary action.
7. Supervisors shall conduct no notice, "on-the-spot" vehicle inspections. This shall be done on a regular basis.



John R. Lau
Chief of Police



TITUSVILLE POLICE

PROMOTING
TEAMWORK
WITHIN *Our* COMMUNITY.

1100 John Glenn Blvd. • Titusville, FL 32780 • PH 321-264-7800

GENERAL ORDER

Effective Date: August 12, 2015 May 27, 2015	<input type="checkbox"/> Rescinds – <input checked="" type="checkbox"/> Amends – 304.5	Number: 304.6
SUBJECT: PROMOTIONS AND TRANSFERS		Print Date:
Distribution: ALL PERSONNEL	References: CFA Standards: 11.01, 11.02, 11.03, 11.04 Chapter 15 - Promotions 15.01, 15.02, 15.03, 15.04	

This order consists of the following:

1. **Purpose**
 2. **Policy**
 3. **Definitions**
 4. **Procedures**
1. **Purpose**
This policy shall provide an equitable system for selecting qualified Titusville Police Department sworn and civilian members for promotion and transfer.
 2. **Policy**
The Titusville Police Department shall maintain a system for selecting department members for promotion and transfer that is valid and fair, with minimal adverse impact, and of the highest professional standards. All selection systems shall be job related, part of the department's Career Development Program, and in conjunction with meeting affirmative action goals.
 3. **Definitions**
 - A. **Adverse Impact** – a substantially different rate of selection in hiring, promotion, or other employment decisions that works to the disadvantage of members of a race, sex, or ethnic group.
 - B. **Candidate** – a member eligible and competing for promotion and/or job opportunity.
 - C. **Content Validity** - the justification of a portion of a selection process by showing that it measures a significant part of the job as demonstrated through job analysis and subject matter expert review.
 - D. **File Reviews** – a review of job related information about a member's past job performance, including information on performance appraisals, discipline, and/or other pertinent information.
 - E. **Interview Review Board** – a group of observers that rate candidates for promotion

or transfer on responses to job-related questions.

- F. **Job Analysis** – a breakdown of a job into the tasks necessary to achieve desired results including the knowledge, skills, abilities, and other characteristics necessary to perform the tasks.
- G. **Management** – all department members holding the rank of Lieutenant equivalent or above.
- H. **Promotion** – vertical movement in the department from one position to another more responsible position, usually accompanied by an increase in salary.
- I. **Subject Matter Expert** – an individual or group of individuals possessing extensive knowledge about their job or a position under their command. Subject matter experts shall assist with reviewing and developing human resource materials by analyzing tests, assisting with the development of job analysis, developing training programs, etc.
- J. **Specialty Area** – for the purpose of this policy a specialty area shall be defined as any unit that is not assigned to one of the patrol sectors as a uniformed road patrol officer.
- K. **Written Exam** – a method of measuring candidates on their job-related knowledge.

4. Procedures

- A. General Promotion and Transfer Information ~~for Sworn and Non-Sworn Positions~~
[CFA 11.01 15.01]
 - 1. Job task analysis and input from subject matter experts shall be used during the development of all promotion and transfer materials.
 - 2. During each transfer and promotional process all candidates shall be asked or shall participate in the same interview questions, technical questions, and/or scenario exercises.
 - 3. The authority for identifying all promotional needs shall rest with the Chief of Police. The Staff Member supervising the Professional Standards Division or designee shall have the authority and be responsible for the administration of the promotion processes. The Staff Member supervising the Operations Division or designee shall be responsible for the administration of the process for selection and transfer to a specialty unit. A combination of internal and external raters may be used to score the various processes.
 - 4. Written announcements summarizing promotion and transfer opportunities shall be posted in advance of promotion and transfer events.
 - a. The ~~written~~ announcement shall include:
 - 1) A description of the position being posted. **[CFA 15.02 (A)]**
 - 2) Eligibility requirements, dates, times, and location of the

process, if available. [CFA 11.02 15.02 (A)]

3. Description of the eligibility requirements. [CFA 15.02 (B)]

3) A description of the process to be used in selection criteria.
[CFA 11.02 (B) 15.02 (C)]

b. Study guides, when applicable, shall be provided to all eligible candidates.

5. Department members shall meet the minimum vacancy application standards (skills/qualifications) in order to be eligible for transfer.

6. Human Resources shall maintain the current Bargaining Agreement between the City of the Titusville and Florida State Lodge Fraternal Order of Police, Inc. that governs and describes all procedures of the promotion processes, including eligibility and scoring formulas.

7. A copy of all relevant promotion materials shall be maintained on file within the Professional Standards Division and retained in accordance with applicable law. Confidential selection materials shall be disposed of by shredding.

8. Promotion and transfer materials shall be available for review by candidates within the review time frames established.

- a. These materials shall include review of the answer keys, written results, and other candidate materials.
- b. For consistency and test security purposes, all materials shall remain within the Professional Standards Division and shall not be copied.
- c. Candidates that wish to review materials shall contact the Staff Member supervising the Professional Standards Division for an appointment.

9. To assist candidates in achieving career development goals, Professional Standards members shall be available by appointment to review candidate materials and shall provide performance feedback and suggestions for improvement.

10. A one-year (1-year) probationary period, acceptable job performance, and the successful completion of promotional training, when applicable, shall be required before candidates shall be vested in their promotion or transfer.

- a. Probationary periods may be extended for military leave, maternity leave, and other interruptions in accordance with applicable law or as determined by the Chief of Police or designee.
- b. The probationary period shall extend for a period of twelve (12) months excluding authorized leave and extensions approved by the Chief of Police or designee.

11. Sworn members shall not be eligible for transfer to a specialty unit or section until completion of two (2) years of full-time, continuous sworn employment

with the department. This provision may be waived based on department need, the officer's previous experience, or at the sole discretion of the Chief of Police or designee.

- a. Members receiving a lateral transfer shall remain in their position for a minimum of two (2) years and shall not be considered for another specialty unit or section.
- b. The exception to this provision shall be if a member is promoted at the need of the department or with approval by a Staff Member supervising a Division.

12. All reclassifications/promotions shall require a new twelve- (12) month probationary period, during which a member's promotion or transfer can be revoked with or without cause, but it does not subject the member to a new at-will period.
13. No applicants for the promotional process shall be accepted after the published deadline unless authorized by Chief of Police or designee.
14. Make-up examinations may be authorized by the Chief of Police for verified emergencies, verified illness, or subpoenaed court appearances. The Chief of Police or designee may authorize make-up examinations for prepaid vacations provided proof of prepayment is presented and verified to have occurred prior to the announcement of the examination.
15. Candidates not successful in a promotion or transfer event may ~~participate~~ ~~complete~~ in the next promotion or transfer cycle, if they meet the minimum qualifications.
16. Promotion procedures shall be reviewed based on information received from surveys completed by candidates immediately following each major promotional event to assess validity, utility, and fairness.
 - a. ~~Following a promotion or transfer process, a~~ report of all promotion and transfer review information shall be compiled ~~annually~~ by the Professional Standards Division, and copies shall be sent to the Chief of Police, ~~and a copy shall be held by the Accreditation Section.~~
17. When a vacancy occurs due to a transfer, promotion, resignation, or termination, Staff Members supervising Divisions or designees shall contact the Chief of Police or designee. Once a decision is reached on how the position is to be filled (e.g., posted, hired from outside, administratively transferred, on hold, etc.), the Chief of Police or designee shall contact the Staff Member supervising the Professional Standards Division to begin filling the position.
18. The Chief of Police shall reserve the right to approve, deny, or determine the promotion or transfer of any person. Consistent with applicable law, the Chief of Police may elect to revoke a promotion with or without cause during

the applicable probationary period with no right of appeal. **CFA 15.03 (D)**

19. Staff Members supervising Divisions may take seniority into consideration when deciding assignments. A member's seniority may be based upon their time with the department, time in grade, or time in a particular section. (An exception to this standard shall be when the transfer is from sworn to civilian or from civilian to sworn. In those cases, that shall be the effective date of the transfer.)

B. Corporal Promotions **CFA 15.03 (A)**

1. Candidates that meet the following eligibility criteria by the last day of the month in which the exam is held shall be eligible to test for Corporal. Candidates shall:
 - a. Have at least four (4) years of service with the Titusville Police Department.
 - b. Have had no discipline resulting in suspension without pay or loss of benefits for two (2) years prior to the exam and no more than two (2) reprimands during the past two years. (Reprimands shall include verbal and written).
 - 1) If there is a current internal investigation or appeal pending, the candidate may participate.
 - 2) If the discipline/suspension resulting in loss of pay or benefits is upheld, the candidate shall not be placed on the **eligibility Promotional** list or be eligible for promotion.
 - 3) Past year shall mean the twelve (12) months prior to the application deadline for the Corporal promotional process.
 - c. Have no more than forty (40) hours of sick leave used per year for the past two years. Amounts over forty (40) hours shall be considered based on reasonableness, such as Family Medical Leave, prolonged illness, and/or injury.
 - d. Have obtained the status of Field Training Officer (FTO) or shall obtain or apply to attain FTO status within one (1) year of promotion. Failure to do so shall result in the removal of promotion.
2. The testing procedure for the Corporal Exam shall consist of three (3) phases, the written exam, the oral interview, and the assessment.
 - a. The Corporal Written Exam shall be a technical knowledge test, supervisory in nature, which measures job-related information such as Florida State Statutes, City Ordinances, and department/city directives.
 - b. Corporal Exams shall each have fifty (50) questions in multiple-choice formats.
 - 1) The content of the exam shall vary from year to year based on subject matter expert input and shall be announced prior to the exam.
 - 2) Each question shall equal one (1) point.
 - c. Candidates shall receive a notice of the exam process at least thirty (30) days prior to the exam. All members shall always have access to

the material to be tested.

- 1) A score of seventy percent (70%) on the written exam shall be considered passing. A candidate shall pass the written exam to continue in the Corporal promotional process.
 - 2) Candidates may challenge exam questions during the test review that shall occur immediately following the exam.
 - 3) All challenges shall be reviewed by the Staff Member supervising the Professional Standards Division, and the decision rendered by the Staff Member supervising the Professional Standards Division shall be final.
 - 4) During the month following the exam, candidates may review their exams to receive feedback on their performance. Information about the review period shall be posted department wide.
- d. The Oral Interview Board shall consist of four (4) in-house members, agreed to by the City and the Collective Bargaining Agreement, all of the rank of Sergeant or above. **[CFA 15.03 (B)]**
- 1) The interviewers shall select a series of questions from several broad areas of law enforcement, including but not limited to leadership, ethics, and legal.
 - 2) Each interviewer shall be provided with the acceptable answer to the question in bullet form.
 - a) The maximum score shall be one hundred (100) points.
 - b) The scores shall be averaged for a final percentage.
 - c) A score of seventy-five percent (75%) is considered passing.
 - d) A passing score shall be obtained by the candidate to continue in the Corporal promotional process.
- e. The **scenario** assessment **center** shall consist of a single or multiple scenario(s).
- 1) The scenario(s) shall simulate what a Corporal may face and should be prepared to handle.
 - 2) Raters shall use predefined bulleted score sheets to score each candidate.
 - a) Each rater's score shall be added, totaled and then averaged.
 - b) The maximum score is one hundred (100) points.
- f. The scores for the written exam, the oral interview, and the **scenario** assessment **center** shall be totaled for a raw score (three hundred (300) point maximum). **[CFA 11.03 15.03 (A)]**
- g. Extra points shall be added to the raw score for education and participation in the Career Development Program. The extra points shall be awarded in lieu of the personal package review. Extra points shall be assessed as follows: **[CFA 11.03 (A)]**
- 1) Education: The Titusville Police Department shall recognize the importance of obtaining formal education, and the department shall reward the candidates as follows:

- a) If a candidate has earned a two-year (2-year) degree (AA or AS), they shall receive three (3) extra points to their raw score.
 - b) If a candidate has earned a four-year (4-year) degree (BA or BS), they shall receive five (5) extra points to their raw score.
 - c) If a candidate has earned a Graduate Degree, they shall receive seven (7) extra points to their raw score.
- [CFA 15.03 (A)]**
- 2) Career Development: All sworn members shall be encouraged to participate in the Career Development Program. Those candidates that participate in the Career Development Program shall receive the following extra point(s):
 - a) If the candidate has obtained Career Officer status in the Career Development Program, they shall receive one (1) extra point to their raw score.
 - b) If the candidate has obtained Senior Officer status in the Career Development Program, they shall receive three (3) extra points to their raw score.
 - c) If the candidate has obtained Master Officer status in the Career Development Program, they shall receive five (5) extra points to their raw score.
 - 3) All candidates shall be ranked according to their scores and placed on an Eligibility List. **[CFA 11.03 15.03 (B)]**
- h. Per the Collective Bargaining Agreement, the Chief of Police may select any one of the top three (3) candidates to fill an open Corporal position. **[CFA 11.03 15.03 (D)]**
- 1) The Eligibility List shall remain valid for one (1) year. **[CFA 11.03 15.03 (C)]**
 - 2) Once the Eligibility List is outdated, all candidates shall retest with any new candidates.
 - 3) Scores shall not transfer from one testing cycle to another.

C. Sergeant Promotions

- 1. Candidates that meet the following eligibility criteria **by the last day of the month in which the Sergeant promotional process is held** shall be eligible for promotion to Sergeant. Candidates shall: **[CFA 15.02 (B)]**
 - a. At least five (5) years of service with the Titusville Police Department. Three of which must be continuous.
 - b. A candidate may not have more than two (2) written reprimands in the past in the past two (2) years or two (2) verbal reprimands in the past year and no suspensions in the past two (2) years.
 - 1) If there is a current internal investigation or appeal pending, the candidate may participate.
 - 2) If the discipline/suspension resulting in loss of pay or benefits is upheld, the candidate shall not be placed on the **eligibility Promotional** list or be eligible for promotion.

- 3) Past year shall mean the twelve (12) months prior to the application deadline for the Sergeant promotional process.
 - c. A candidate may not have used more than three (3) days of sick leave during each of the last three (3) years. Any use over the three (3) days would be evaluated for reasonableness (doctor's excuses, etc.). These hours would be calculated out of the sick hours used each year.
 - d. A candidate must have a two (2) year degree (AA or AS). If a candidate does not possess the degree requirement, a candidate must have a minimum of thirty (30) credit hours toward their two (2) year degree (AS or AA). In addition, the candidate will have a period of two (2) years from the time of their promotion to achieve their two (2) year degree (AA or AS).
 2. The Chief of Police may select any qualified candidate among the Corporals rank for an open Sergeant position. The Chief of Police and/or designee may meet with all qualified Corporals. The Chief may discuss/question each candidate on department goals and objectives as well as supervisor concepts/philosophy and/or any other area he/she determines. This interview is not scored. **[CFA 15.03 (D)]**
 - a. The selection shall be based upon, but not limited to the following:
 - 1) Job performance.
 - 2) Seniority.
 - 3) Disciplinary issues.
 - 4) Attendance.
 - 5) Education.
 - 6) Specialty assignments.
- D. Lieutenant Promotions
1. Candidates that meet the following eligibility criteria by the last day of the month in which the **Lieutenant promotional process exam** is held shall be eligible for promotion to **test for** Lieutenant. Candidates shall: **[CFA 15.02 (B)]**
 - a. Have at least seven (7) years of cumulative service with the Titusville Police Department, two (2) of which shall be as a Sergeant.
 - b. Have had no discipline resulting in suspension without pay or loss of benefits for two (2) years prior to the exam and no more than two (2) reprimands during the past year. (Reprimands include verbal and written).
 - 1) If there is a current internal investigation or appeal pending, the candidate may participate.
 - 2) If the discipline/suspension resulting in loss of pay or benefits is upheld, the candidate shall not be placed on the **eligibility Promotional** list or be eligible for promotion.
 - 3) Past year shall mean the twelve (12) months prior to the application deadline for the Lieutenant promotional process.
 - c. Have no more than forty (40) hours of sick leave used for the past

year. Amounts over forty (40) hours shall be considered based on reasonableness such as Family Medical Leave, prolonged illness, and/or injury.

- d. Have a minimum of a Bachelor's Degree from an accredited college or university. A combination of experience and education may be considered and shall be at the sole discretion of the Chief of Police.

~~2. The Chief of Police shall promote to the rank of Lieutenant an eligible candidate from the Sergeant ranks. [CFA 15.02 (C)]~~

3. The Lieutenant promotional process shall consist of the following:

- a. Police Chief's Interview
 - 1) Candidates shall meet individually with the Chief of Police. The Chief of Police may include additional members to attend and/or participate in the Police Chief's Interview.
 - 2) The candidates shall be asked a series of questions pertaining to their management philosophy, goals, and objectives, and/or any other area he/she determines. This interview is not scored.
- b. The Chief of Police may select any qualified candidate among the Sergeants for the rank for an open of Lieutenant position who is qualified and has completed the Lieutenant promotional process.
 - 1) The selection shall be based upon, but not limited to the following:
 - a. Job performance.
 - b. Seniority.
 - c. Disciplinary issues.
 - d. Attendance.
 - e. Education.
 - f. Specialty Assignments.
 - g. Management Skills.
- c. The Lieutenant promotional process will be completed on an as needed basis that is determined by the Chief of Police.
- d. The Chief of Police may include an additional testing component of the Lieutenant's promotional process.

E. Commander Promotions

- 1. Candidates that meet the following eligibility criteria by the last day of the month in which the promotional process exam is held shall be eligible for promotion to test for Commander.

Candidates shall: [CFA 15.02 (B)]

- a. Have at least nine (9) years of cumulative service with the Titusville Police Department, two (2) of which shall be as a Lieutenant.
- b. Have had no discipline resulting in suspension without pay or loss of benefits for two (2) years prior to the exam and no more than two (2) reprimands during the past year. (Reprimands include verbal and written).
 - 1) If there is a current internal investigation or appeal pending,

- the candidate may participate.
- 2) If the discipline/suspension resulting in loss of pay or benefits is upheld, the candidate shall not be placed on the ~~Eligibility Promotional~~ list or be eligible for promotion.
 - 3) Past year shall mean the twelve (12) months prior to the application deadline for the Commander promotional process.
- c. Have no more than forty (40) hours of sick leave used for the past year. Amounts over forty (40) hours shall be considered based on reasonableness such as Family Medical Leave, prolonged illness, and/or injury.
 - d. Have a minimum of a Master's Degree from an accredited college or university. A combination of experience and education may be considered and shall be at the sole discretion of the Chief of Police.
- 2** The Commander promotional process shall consist of the following:
- a. Police Chief's Interview
 - 2** Candidates shall meet individually with the Chief of Police. The candidate~~s~~ shall be asked a series of questions pertaining to their management philosophy, goals, ~~and objectives~~, and/or any other area he/she determines. This interview is not scored.
 - ~~a. Structured Interview~~
 - ~~1. Candidates shall participate in a Structured Interview, to include a short resume review and a review of discipline records.~~
 - ~~2. The Structured Interview shall be rated by at least three (3) external raters with the rank of Captain or above.~~
 - ~~3. The interviews shall be facilitated by the Staff Member supervising the Professional Standards Division.~~
 - b. The Chief of Police may select any qualified candidate among the Lieutenants rank for an open ~~shall attempt to promote a member of the Titusville Police Department to the rank of Commander position who has completed the Commander promotional process. from the Lieutenant ranks. [CFA 15.02 (C)]~~
 - 1) The selection shall be based upon, but not limited to the following:
 - a** Job performance.
 - b** Seniority.
 - c** Disciplinary issues.
 - d** Attendance.
 - e** Education.
 - f** Specialty Assignments.
 - g** Management Skills.
 - a** The Chief of Police may consider outside candidates for the position.
- F. Eligibility Requirements for Transfers
1. Eligibility requirements ~~for transfers~~ may vary for different positions depending upon job ~~as~~ analysis and subject matter expert input.

- a. Eligibility requirements ~~for transfers~~ may include job-related experience, knowledge, training, education, and other characteristics.
 - b. Eligibility requirements for ~~transfers to~~ any position may be obtained by contacting the Professional Standards Division or Human Resources.
 - c. All candidates shall meet the minimum requirements.
2. ~~Titusville Police Department~~ New Communications Section members shall work two (2) years of full-time continuous employment in that position before they are eligible to ~~be considered~~ ~~complete~~ for vacancy opportunities elsewhere in the department. All members currently in these assignments shall complete the two-year (2-year) service to be eligible for transfer.
 3. All eligibility requirements for posted transfer positions shall be met by the date the posting is removed.
- G. PSAP Supervisor ~~[CFA 15.02 (B)]~~
1. All candidates that meet the following eligibility criteria by the last day of the month in which the first exam component of the process is held shall be eligible to test.
Candidates shall:
 - a. Have completed at least three (3) years of full-time, continuous experience in the Titusville Police Department Communications Section as a state certified 911 Public Safety Telecommunicator. A combination of prior public safety experience and current time in position may be considered.
 - b. Have obtained the status of Communications Training Officer, or must obtain or apply to obtain CTO status within one (1) year of promotion.
 - c. Not have had any discipline resulting in suspension without pay or loss of benefits for two (2) years prior to the exam.
 - 1) If there is a current internal investigation or an appeal pending, the candidate may participate.
 - 2) If the discipline/suspension resulting in loss of pay or benefits is upheld, the candidate shall not be placed on the ~~eligibility~~ ~~Promotional~~ list or be eligible for promotion.
 - d. Have no more than two (2) reprimands in the previous two (2) years. Reprimands include verbal and written.
 - e. Not have more than sixty (60) hours of sick leave used per year for the last two (2) years. Amounts over sixty (60) hours will be considered on reasonableness such as FMLA, prolonged illnesses, and or injury, etc.
 2. Candidates that wish to ~~be considered~~ ~~complete~~ for a PSAP Supervisor position shall participate in the shift supervisor testing process which consists of three (3) phases, the written exam, the oral interview, and the assessment.
~~[CFA 15.02 (C)]~~

3. The testing procedure for the PSAP Supervisor Written Exam:
- a. The PSAP Supervisor Written Exam shall be a technical knowledge test, supervisory in nature, which measures job-related information such as 911-PST Certification State Statutes, FOP Contract, City Government, City Personnel Policies, Department General Orders, and 911 SOP (Standard Operating Procedures).
 - b. PSAP Supervisor Exams shall each have fifty (50) questions in multiple-choice formats.
 - 1) The content of the exam shall vary from year to year based on subject matter expert input and shall be announced prior to the exam.
 - 2) Each question shall equal two (2) points.
 - c. Candidates shall receive a notice of the exam process at least thirty (30) days prior to the exam. All candidates shall have access to the material to be tested.
 - 1) A score of seventy percent (70%) on the written exam shall be considered passing. A candidate shall pass the written exam to continue in the PSAP Supervisor process.
 - 2) Candidates may challenge exam questions during the test review that shall occur immediately following the exam.
 - 3) All challenges shall be reviewed by the Staff Member supervising the Professional Standards Division, and the decision rendered by the Staff Member supervising the Professional Standards Division shall be final.
 - 4) During the month following the exam, candidates may review their exams to receive feedback on their performance. Information about the review period shall be posted department wide.
 - d. The Oral Interview Board shall consist of four (4) in-house members, agreed to by the City and the Collective Bargaining Agreement.
CFA 15.02 (C)
 - 1) The interviewers shall select a series of questions from several broad areas of law enforcement, including but not limited to leadership, ethics, and Public Safety Answering Point (PSAP) knowledge.
 - 2) Each interviewer shall be provided with the acceptable answer to the question in bullet form. **CFA 15.03 (A)**
 - a) The maximum score shall be one hundred (100) points.
 - b) The scores shall be averaged for a final percentage.
 - c) A score of seventy-five percent (75%) is considered passing.
 - d) A passing score shall be obtained by the candidate to continue in the PSAP Supervisor promotional process.
 - e. The **scenario** assessment **Center** shall consist of a single or multiple scenario(s).
 - 1) The scenario(s) shall simulate what a PSAP Supervisor may face and should be prepared to handle.

- 2) Raters shall use predefined bulleted score sheets to score each candidate.
 - a) Each rater's score shall be added, totaled and then averaged.
 - b) The maximum score is one hundred (100) points.
- 3) A time limit would be established.
- f. The scores for the written exam, the oral interview, and the **scenario** assessment ~~center~~ shall be totaled for raw score (three hundred (300) point maximum). **[CFA 11.03 15.03 (A)]**
- g. Extra points shall be added to the raw score for education and participation in the Career Development Program. The extra points shall be awarded in lieu of the personal package review.
Extra points shall be assessed as follows: **[CFA 11.03 15.03 (A)]**
 - 1) Education: The Titusville Police Department shall recognize the importance of obtaining formal education, and the department shall reward the candidates as follows:
 - a) If a candidate has earned a two-year (2-year) degree (AA or AS), they shall receive three (3) extra points to their raw score.
 - b) If a candidate has earned a four-year (4-year) degree (BA or BS), they shall receive five (5) extra points to their raw score.
 - c) If a candidate has earned a Graduate Degree, they shall receive seven (7) extra points to their raw score.
 - 2) Career Development: All Communications members shall be encouraged to participate in the Career Development Program. Those candidates that participate in the Career Development Program shall receive the following extra point(s):
 - a) If the candidate has obtained Career 911-PST (Dispatcher) status in the Career Development Program, they shall receive one (1) extra point to their raw score.
 - b) If the candidate has obtained Senior 911-PST (Dispatcher) status in the Career Development Program, they shall receive three (3) extra points to their raw score.
 - c) If the candidate has obtained Master 911-PST (Dispatcher) status in the Career Development Program, they shall receive five (5) extra points to their raw score.
 - 3) All candidates shall be ranked according to their scores and placed on an Eligibility List. **[CFA 11.03 15.03 (B)]**



In accordance with Titusville Police Department General Orders, members currently on an **eligibility Promotional** list that receive as discipline a suspension without pay or loss of benefits shall automatically be removed

from that list. They may participate in the next promotion cycle for which they are eligible.

5. The Chief of Police may select any one of the top three (3) candidates on the ~~eligibility~~ ~~Promotional~~ list to fill an open PSAP Supervisor position.

[CFA 11.03 15.03 (D)]

- a. The Eligibility List shall remain valid for one (1) year.

[CFA 11.03 (C)]

- b. Once the Eligibility List is outdated, all candidates shall retest with any new candidates.

- c. Scores shall not transfer from one testing cycle to another.

H. PSAP Manager [CFA 15.02 (B)]

1. All candidates that meet the following eligibility criteria by the last day of the month in which the ~~promotional~~ ~~first exam component of the~~ process is held shall be eligible ~~for promotion~~ to PSAP Manager. ~~test~~

Candidates shall:

- a. Have completed at least six (6) years of continuous full-time experience in the Titusville Police Department Communications Section as a 911 Public Safety Telecommunicator, Communications Teletype Operator, or at least (5) years of continuous full-time experience at the Titusville Police Department Communications Section as a 911 Public Safety Telecommunicator, Communications Teletype Operator, and/or Communications 911 Public Safety Telecommunicator, and a two (2) year or more college degree or equivalent from an accredited college or university recognized by FDLE.
- b. Have one (1) year experience as a PSAP Shift Supervisor.
- c. Be able to complete dispatch training within one (1) year of promotion, if not dispatched trained
- d. Shall have had no discipline resulting in suspension without pay or loss of benefits for two (2) years prior to the exam.
 - 1) If there is a current internal investigation or an appeal pending, the candidate may participate.
 - 2) If the discipline/suspension resulting in loss of pay or benefits is upheld, the candidate shall not be placed on the ~~eligibility~~ ~~Promotional~~ list or be eligible for promotion.

2. Candidates that wish to ~~be considered~~ ~~complete~~ for a PSAP Manager position shall participate in the following ~~promotional process~~: ~~testing procedure~~: [CFA 15.02 (C)]

- a. Structured Interview

- 1) Candidates shall participate in a structured interview, to include a short resume review and a review of discipline records.
- 2) The structured interview shall be rated by at least three (3) internal raters.
- 3) The raters shall include the ~~current~~ PSAP Manager, the Staff Member supervising the Patrol Operations Division, and a staff

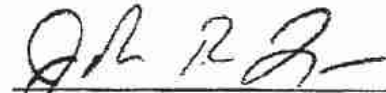
officer of the Titusville Fire and Emergency Services Department.

- 4) The interviews shall be facilitated by the Professional Standards Division.
 - b. Members currently on an ~~eligibility Promotional~~ list that receive as discipline a suspension without pay or loss of benefits shall automatically be removed from that list. They may participate in the next promotion cycle for which they are eligible.
3. The Chief of Police will rank the candidates by preference based on the ~~test results~~ interview, and may select any ~~one~~ of the ~~top three (3)~~ candidates on the ~~eligibility Promotional~~ list to fill the open PASP Manager position. ~~[CFA 11.03 (B)] [CFA 11.03 15.03 (D)]~~
- ~~a. The eligibility list shall remain valid for one (1) year.~~
~~[CFA 11.03 (C)]~~
- ~~b. Once the eligibility list is outdated, all candidates shall retest with any new candidates.~~

I. Review and Appeal of Adverse Decisions ~~[CFA 11.04 15.04]~~

1. Members participating in the promotional process shall be afforded the opportunity to review their testing results. Members desiring to contest specific elements of the promotional process may do so by contacting the Professional Standards Division within ten (10) working days from the posting of the promotional results.
 - a. The grievance shall be reviewed by the Chief of Police or designee.
 - b. Grievances shall pertain to process concerns (e.g., the integrity and professionalism of exam development, administration, and implementation, including test security and opportunity of candidates to participate fully and completely under the same conditions and assumptions).
 - c. Complaints related to a specific score or rating given by a rater on an exam component (e.g., essay, interview, or in-basket exercise), to include a point-by-point breakdown of scores and the fairness of the distribution of points by raters shall not be grievance matters.
 - 1) The Chief of Police shall endeavor to render a written decision to the candidate within thirty (30) calendar days.
 - 2) The Chief of Police or designee may approve an extension of this time period, if necessary.
 - 3) Candidates that are not satisfied with the Chief of Police's decision shall appeal in writing to the City Manager.
 - 4) All appeals to the City Manager shall be made within ten (10) days from the date of the Chief's decision.
2. Any member desiring to appeal adverse decisions concerning eligibility for, or appointment to promotional vacancies will utilize those procedures specified in the Collective Bargaining Agreement.

3. All records of the promotional process will be retained in the Professional Standards Division. Tests and results will be retained if developed and promulgated by Human Resources. In some instances the City elects to have tests developed and promulgated by private vendors. In these instances, the private vendor will retain testing material.
4. Members eligible for promotion will be placed on a one (1) year eligibility list. This written list will be maintained by the Human Resources Department. Civilian eligibility lists may be retained longer depending on the position affected.



John R. Lau
Chief of Police



TITUSVILLE POLICE

**PROMOTING
TEAMWORK**
WITHIN *Our* COMMUNITY.

1100 John Glenn Blvd. • Titusville, FL 32780 • PH 321-264-7800

GENERAL ORDER

Effective Date: January 28, 2016 February 16, 2016	<input type="checkbox"/> Rescinds <input checked="" type="checkbox"/> Amends – 307.6	Number: 307.6
SUBJECT: DISCIPLINE		Print Date:
Distribution: ALL PERSONNEL	References: Florida Statute 112.532 CFA Standards: 11.02 M, 11.03, 27.03	

This order consists of the following:

1. **Purpose**
2. **Definitions**
3. **Procedures**

1. **Purpose**

This policy shall establish the correct procedure for reassigning or relieving a Titusville Police Department member with pay or suspending a member without pay.

2. **Definitions**

- A. **Demotion** – in instances where the member is rated or in a promoted position and the nature of the offense is sufficiently serious, the member may be reduced in rank.
- B. **Dismissal** – termination of employment for a continued series of lesser offenses, or on the first occurrence of a serious offense.
- C. **Suspension** – discipline after an inquiry/ investigation of a member where the member is not paid or compensated for time off.
- D. ~~**Transfer** – reallocation of a department member from one departmental section to another based upon disciplinary need.~~
- D. **Verbal Reprimand** – the lowest form of discipline and corrective action designed to bring the member's attention to improve their performance, work habits, behavior or attitude.
- E. **Written Reprimand** – written documentation issued to the member to bring their attention the need to improve their performance, work habits, behavior or attitude where a written warning has not resulted in expected improvement or when a member commits a more serious offense, where a written warning is inadequate.

3. Procedures [CFA 11.02 M (C)]**A. Progressive Discipline**

1. When circumstances permit, supervisors are encouraged to pursue a philosophy of "progressive discipline" by recommending and gradually increasing disciplinary actions for each successive instance of member misconduct.
2. Each level of progressive discipline shall be fully documented. A repetition of the same offense or other serious offense, within a specified time period, indicates that more severe disciplinary measures should or may be considered.
3. It is further provided that certain offenses are of such serious nature that dismissal upon first offense is applicable.
4. Although internal consistency in administering discipline is desirable, numerous factors should be considered in determining the appropriate level of discipline to be assessed at each successive step.
5. Some of the factors involved include, but are not limited to, length of service, time intervals between offenses, effectiveness of prior disciplinary actions, willingness to improve, overall work performance, job attitude and disciplinary actions previously administered to other members for similar offenses, i.e. minor, major, or capital.
6. Disciplinary action shall be in accordance with all applicable City and Department directives, policies, and rules regarding discipline. The length of discipline free record shall also be a determining factor. Once a member has gone five (5) years without disciplinary action for a Minor Violation the records of prior disciplinary actions shall not be used in progressive discipline. Once a member has gone ten (10) years without disciplinary action for Major Violation the records of prior disciplinary actions shall not be used in progressive discipline.
7. All Department members are expected to abide by the policies, procedures, rules, regulations of the City of Titusville, the Department, and orders of the Chief of Police, whether stated in the General Orders or elsewhere, and may be punished for any act or omission which constitutes a violation thereof.
8. The Chief of Police may, in compliance with city policy and negotiated union contract, reprimand, suspend, demote or dismiss any member of the Department.
9. Nothing contained herein shall limit the right, power and authority of the Chief of Police to take whatever disciplinary action is deemed appropriate under given circumstances.

10. In recognition that each instance of misconduct differs from somewhat similar actions in many respects, each occurrence may be treated on an individual basis.
11. Supervisors shall be guided by and scrupulously adhere to the provisions of the Civil Rights Act of 1964 (as amended) and the Age Discrimination in Employment Act of 1967 (as amended) as relating to safeguarding of members from discrimination in the disciplinary process.
 - a. The role of a supervisor is crucial in the disciplinary process. Supervisors have the best opportunity to observe the conduct and appearance of their personnel and detect those instances when disciplinary actions are warranted.
 - b. Supervisors must document violations swiftly after detection and proof of the infraction should be included.
 - 1) The seriousness of the incident;
 - 2) The circumstances surrounding the incident;
 - 3) Whether or not the act or omission was deliberate or the result of faulty judgment or inadequate training;
 - 4) The member's past disciplinary record and work performance;
 - 5) The overall negative impact on the organization that was caused by the incident and;
 - 6) The prognosis for future similar problems may be taken into consideration in the administration of discipline.

B. Performance Related Actions

1. Disciplinary action should only be taken to the extent necessary to correct the problem.
2. Ordinarily, disciplinary action shall be progressive, beginning with the least severe action that may reasonably be effective and escalating to more severe forms if necessary.
3. There are three levels of action that can be taken to correct the problem.
 - a. Non – Punitive/Verbal: Are intended to correct member deficiencies in performance or conduct by counsel, teaching and training without conveying any negative sanctions.
 - b. Non - Adverse Punitive Actions/Written Reprimand: The written reprimand is used for non-adverse punitive action. The written reprimand will provide formal documentation of member behavior.
 - c. Adverse Punitive Action (Discipline): Are those actions which result in a member suffering an involuntary loss in pay or status and are the most serious of disciplinary actions.

C. Non-Punitive Action

1. It shall be policy to use non-punitive corrective measures whenever possible to resolve disciplinary problems.
2. Many times a marginal member can be motivated better by

counseling or training rather than through punitive measures.

3. It is the responsibility of every supervisor and commanding officer to recognize situations where non-punitive measures may be preferable to punitive disciplinary measures.
4. Supervisors are responsible for providing appropriate counseling when there is a recognizable problem with a member's performance or behavior.
5. Effective counseling provided in a timely manner can avert the need for the vast majority of disciplinary actions.
6. Supervisors must recognize situations beyond their expertise as it relates to any professional counseling that may be indicated in dealing with serious emotional problems associated with:
 - a. Domestic difficulties.
 - b. Physical or psychological illness.
 - c. Alcohol or other substance abuse.
7. Supervisors should counsel the member to seek professional assistance.
8. If the member fails to voluntarily seek help, the supervisor (with command concurrence) may require the member to attend appropriate counseling.
9. Supervisors shall provide qualified instruction to assist members in overcoming a noted deficiency.
 - a. This instruction must be appropriate and should not detract excessively from other supervisory responsibilities.
 - b. If the instruction required to remedy a deficiency is beyond supervisory capacities, the member may be required to successfully complete an in-service training program.

D. Non-Adverse Punitive Actions

1. If non-punitive efforts are unsuccessful in resolving the problem, then more serious corrective action is indicated.
2. Non-adverse punitive disciplinary action is facilitated by use of the written reprimand.
3. When the Chief of Police, Staff Officer, or Supervisor determines that a written reprimand is appropriate and necessary, the reprimand shall be addressed to the member utilizing the Department incident form.
4. It shall include the charge, the specific behavior and the dates of the behavior (where appropriate), the supportive charge, the warning that continuance of this behavior will result in more severe

disciplinary action, an offer of assistance in correcting the behavior, circumstances affecting the severity of the discipline, and advice on right of appeal through the grievance procedure.

5. A signed copy of the reprimand shall be included in the member's official personnel file. The member shall have the opportunity to submit written comments to be included in the file.

E. Adverse Punitive Disciplinary Actions

1. Adverse punitive actions are actions wherein the member suffers an involuntary reduction in pay or status.
2. All adverse actions require a review by the Legal and/or Human Resources Departments.
3. If there is no response or the response is inadequate to alter the proposed action, the Chief shall provide a Notice of Final Action, which shall include advice on the member's right to appeal and proceed with the action.
4. If the action results in dismissal, the Notice of Final Action must also include:
 - a. Reason for dismissal
 - b. Effective date of dismissal
 - c. Status of fringe and retirement benefits after dismissal
 - d. Supporting documentation related to the dismissal
5. The following are the adverse punitive actions in order of severity:
 - a. Suspensions without pay
 - b. Reduction in pay
 - c. Demotion
 - d. Dismissal
6. Suspension without pay is an adverse action, and while it may be recommended by the supervisor, only Staff Officers, civilian equivalent, or above may institute such an action.
7. Members may be suspended without pay in the following situations:
 - a. When the Chief of Police determines that suspension is an appropriate corrective action for a violation, a member may be suspended for a period of time as defined by a Staff Member or designee.
 - b. The duration of the suspension will be determined by the severity the offense, prior similar violations, the recommendations of chain of command supervisor, and the response of the member to the proposed action.
 - c. When a member has been charged with a crime classified as a misdemeanor or felony, the Chief of Police shall review the nature of the member's offense, make a determination of the crime impact on the ability to perform the member duties in a

satisfactory manner.

8. In certain circumstances, the Chief of Police may determine that a suspension without pay may not be appropriate, it may be necessary to relieve the member of their duties and remove them from the work site.
 - a. In such as case, a suspension with pay may be given the member for a period of time to be determined by the Chief.
9. If the Chief of Police has reason to believe that a member may have committed a serious violation or offense, but sufficient evidence is not yet available to make a proper evaluation and determination of appropriate final action, the Chief of Police may suspend a member, with pay, pending completion of the investigation.
10. If an emergency exists which makes immediate suspension of a member necessary before concurrence can be obtained, to preserve the health and safety of the member or others, or to continue vital services to the public, or to continue a City function without serious disruption, a supervisor may immediately suspend a member.
11. Supervisors exercising this option must report the emergency suspension in writing through chain of command to the Chief of Police for concurrence within 24 hours.
12. The report shall also contain the disciplinary action (if applicable) recommended by the supervisor. Circumstances that may justify an emergency suspension are:
 - a. When the member is or has been insubordinate and when such insubordination may cause immediate problems.
 - b. When the member has reported for duty under the influence of an intoxicant and/or drug, or consumes an intoxicant and/or drug while on duty, or when the member's physical or mental faculties are so impaired as to create an unsafe condition for whatever reason.
 - c. Whenever there is probable cause to believe the member was/is involved in a criminal or immoral act.
13. At the end of the prescribed period of suspension, the member shall be returned to active duty at their previous salary rate unless other disciplinary action affecting the position and/or salary has been taken.
14. Members under an emergency suspension should return to work at their next regularly scheduled tour of duty unless otherwise instructed by their supervisor.
15. A reduction in pay is generally used only for non-sworn members. The Chief of Police is the only department member able to reduce a member's pay rate in concurrence with the City of Titusville Human

Resources.

16. Demotions are an extremely serious disciplinary action and usually confined to situations where the member's performance is below the minimum requirements for the job.
17. Upon review of the facts surrounding a given situation, the Chief of Police may determine that demotion of a member to a position in a lower pay grade is warranted and proper in an attempt to correct the situation.
18. Only the Chief of Police may demote a department member.
19. Dismissal is the most severe disciplinary action that can be taken against a member since it normally means the permanent removal from departmental service.
20. A member may be dismissed when all reasonable attempts at corrective action have not been effective, or when the seriousness of and the circumstances surrounding the offense leave dismissal as the only feasible alternative.

F. Discipline Dispute Resolution Process

1. In cases involving alleged policy violations, a member may submit a written request using the "Request to Initiate Dispute Resolution Process" form (**Appendix A**), for a meeting with the Dispute Resolution Officer (DRO) to discuss the resolution of the allegations and charges filed against the member. The DRO will be the Chief's designee and shall hold the rank of Lieutenant or above. The written request may be submitted to the DRO at any time prior to final acceptance of discipline or final decision by the Chief of Police. The written request must be delivered directly to the DRO, with a copy delivered to the member's supervisor, and the investigating authority. The written request must include a signed waiver tolling the limitations period specified in Florida Statute 112.532(6), Police Officer Bill of Rights. An investigation will continue, and no meeting will be scheduled unless the DRO has received the member's written request. Delivery pursuant to this paragraph may be accomplished by fax, hand delivery, or attaching the signed written request to an email. In the event of an investigation involving more than one member, the investigation and interviews may continue unless all accused members sign a waiver tolling the limitations period referenced above.
2. The DRO shall conduct the meeting no later than five (5) business days (Monday through Friday) following receipt of the member's written request, unless the DRO postpones the meeting or denies the member's request for a meeting pursuant to the provisions of this policy.

3. The DRO may postpone the meeting if, due to the seriousness or nature of the allegations, interviews of witnesses or accused members should occur first. The DRO may also postpone the meeting until the completion of the investigation to determine if this process is appropriate. The DRO reserves the discretion to deny a member's request to meet and resolve the allegations pursuant to this process. This includes, but is not limited to, situations involving complex investigations or when multiple members are involved in the investigation. The denial will be made in writing and provided to the member. Nothing in this policy shall preclude a member from submitting another request at the conclusion of the investigation.
4. The purpose of the meeting is to discuss potential discipline and administrative charges and to determine if a proposed consensus can be reached on the appropriate charge and discipline, if any. The DRO shall consult with the investigating authority, review the members past violations and discipline and review past disciplines awarded for similar facts and circumstances prior to the meeting.
5. The member must attend the meeting. The member's representative and counsel may also attend at the member's request. If requested, the member's supervisor and any other person deemed necessary by the DRO may also attend. The investigating authority may attend if the investigation is completed.
6. The DRO must still work from the parameters for recommended discipline that are outlined in City and Department policies when deciding what discipline an officer/member should receive.
7. If the parties reach a proposed consensus, the consensus will be condensed to writing, by the DRO using the "Agreement Pursuant To Dispute Resolution Process" form (**Appendix B**). The member and the DRO shall sign the agreement. All agreements will be forwarded to the Chief of Police for final approval. If the signed agreement involves discipline involving loss of pay or position it must also have the approval of the Human Resources Director. If the Chief of Police approves the proposed agreement reached between the member and the DRO, it shall be implemented, with the consensus of the Human Resources Director. Upon implementation of the signed agreement, the investigation and grievance process as to the member will be considered complete. If the Chief of Police does not approve the agreement, the matter will progress as if no meeting had been conducted.
8. By signing an agreement reached pursuant to this policy, the member waives all further appeals pursuant to policy or law, including contractual grievances concerning the investigation and discipline. Any member who signs an agreement pursuant to this policy must still participate in a witness interview concerning the same investigation involving another member. Furthermore, this policy and any agreement reached between the Department and the

member concerning a specific allegation shall not preclude the Department from initiating an investigation into additional charges or allegations based on facts learned through ongoing investigations involving other members.

9. No statements made at any meeting held pursuant to this policy shall be binding upon any party until a final agreement is signed by the member and the Department and nothing discussed at the meeting shall be used by either the member or the Department in any investigation of the member or appeal if a consensus is not implemented. An agreement reached between the member and the Department shall not establish binding precedent on the Chief of Police for other members involved in the same case or on other cases.

G. Supervisors Who May Issue Discipline [CFA 11.03]

1. Corporals, Sergeants, or Civilian equivalents – may issue counseling, verbal and written reprimands.
2. Lieutenants or other higher-ranking Staff members or Civilian equivalents – may issue counseling, verbal and written reprimands, and suspensions.
 - a. Authorization to suspend a member without pay will be based upon approval of the Chief of Police and Human Resources.
3. Chief of Police – may issue counseling, verbal and written reprimands, suspensions, and terminations.

H. Relieving a Member from Duty [CFA 27.03]

1. The following shall serve as a guide for Staff members that have to relieve a subordinate.
2. A Staff member holding the rank of Lieutenant, civilian equivalent, or above shall be authorized to relieve a subordinate or place a subordinate on Administrative Leave (Admin Leave) during an investigatory period, providing they believe this is in the best interest of the organization or have cause to believe that the member constitutes a safety risk to themselves, the Department, or others, or impedes Department operations. Examples, including but not limited to these, are:
 - a. When a member reports to work under the influence of alcohol or illegal substances;
 - b. A member's mental facilities are impaired to such an extent as to create an unsafe condition;
 - c. When the member is insubordinate and may cause immediate problems;
 - d. When the member shows signs of obvious excessive fatigue or illness;
 - e. When the member is experiencing or has experienced a personal crisis, which may inhibit judgment.
 - f. The member is being paid not to work; therefore, they shall

- remain available by telephone or pager, subject to a thirty-minute (30-minute) recall, during normal business hours.
- g. Failure of the member to respond when summoned within the thirty-minute (30-minutes) time frame shall constitute another disciplinary charge.
 - h. The Staff member shall:
 - 1) Order the member to be available during normal business hours (8 a.m. to 5 p.m., Monday through Friday).
 - 2) Inform the member to provide a contact number, and if the member changes location from that number, they shall update the number.
 - a. A member with a cell phone shall ensure their cell phone is working, if they desire to use it as a contact number.
 - 3) Failure to respond to the cell phone due to a mechanical problem shall not be an excuse.
3. A member relieved of duty with pay or without pay may be directed to surrender;
- a. Their sworn department identification,
 - b. Proximity card,
 - c. Badge,
 - d. Department issued firearms,
 - e. Handheld radio,
 - f. MDC (Mobile Data Computer),
 - g. Taser and,
 - h. Department vehicle, if assigned, to their supervisor.
 - i. The Staff member or designee shall ensure that these items are transported to Logistics for safekeeping and storage.
4. If the member drove a department vehicle, arrangements may be made to transport the member to their home or to a location the member wants to go. At the discretion of the Chief of Police, a member may retain the Department vehicle.
- a. If the vehicle is not retained by the member, the member shall be told that the department vehicle may be used by other department members, and all their personal possessions shall be removed from the vehicle.
- I. General Procedures When Relieving a Member with Pay
- 1. When relieving a member from duty with pay, the following steps shall be taken:
 - a. The member shall be brought into the office of the Staff member dealing with the situation.
 - b. The Staff member shall:
 - 1) Have the member's immediate supervisor present when relieving the subordinate.
 - 2) State to the member they are being relieved from duty with pay or being reassigned and shall state why that

action is occurring.

- 3) Inform the member that relieving a department member from duty pending an investigation is an administrative action, not a disciplinary or punitive measure.
- 4) Inform the member, while relieved from duty, he or she may not engage in enforcement-related, off-duty employment.
- 5) Inform the member that while relieved from duty, they may neither represent themselves as a police officer nor take any law enforcement action other than permitted of a civilian by Florida statute.

2. Reassigning a Member

- a. If at all possible and if in most cases, if the Staff member's or civilian equivalent opinion feels the member can work without causing a problem, the member may not be relieved with pay.
- b. In lieu of relieving a member with pay, a Staff member or civilian equivalent may temporarily reassign the member during the investigatory period to somewhere other than their regular duty assignment.
- c. If the member is reassigned, the Staff member of the unit to which the member is being reassigned shall be contacted to designate the member's agreed-upon work days/hours.
- d. When reassigning a member to another position, the member shall be told where the assignment is, who the supervisor is, what is expected of the member, and what the work days/hours are.

J. Relieving a Member from Duty without Pay

1. The correct terminology shall be "suspend from duty without pay."
2. If a department member is arrested for or charged with a felony or misdemeanor, they may be suspended without pay during the investigatory period and any administrative appeals.
3. The following shall serve as a guide for Staff members that have to relieve a member from duty without pay.
 - a. A Staff member exercising this authority shall immediately report their action via chain of command to the Chief of Police or designee.
 - b. The Staff member shall:
 - 1) Inform the member they are suspended from duty without pay pending the completion of a formal investigation.
 - 2) Inform the member, while relieved from duty, they may not engage in law enforcement-related off-duty employment.
 - 3) Inform the member that while relieved from duty, they

may not represent himself or herself as a police officer nor take any enforcement action other than permitted of a civilian by Florida statute.


4. When the Staff member meets with the member to serve the suspension, the member may choose to submit a written statement in answer to the allegations against them.
 - a. The statement shall be strictly voluntary.
 - b. The member may choose to stand silent and not file any such response.
 - c. No negative repercussions shall result from the member choosing to forego a response in these circumstances.
5. If a member that is suspended from duty without pay wishes to leave the Central Florida area, shall notify a Staff member and provide an address and phone number where they can be reached.

K. Exigent Circumstances

1. There may be times when a supervisor or member may be relieved of duty for a brief period or an entire shift, to preserve the health of the member or others, continue vital services to the public, or continue a city function without serious disruption for a period of time determined by the Chief of Police.
2. Examples, including but not limited to these, are:
 - a. When a member reports to work under the influence of alcohol or illegal drugs;
 - b. A member's mental facilities are impaired to such an extent as to create an unsafe condition;
 - c. When the member is insubordinate and may cause immediate problems;
 - d. When the member shows signs of obvious excessive fatigue or illness;
 - e. When the member is experiencing or has experienced a personal crisis, which may inhibit judgment.

L. Memorandum

1. A memorandum has been designed that shall be used to inform the member of the above information.
2. Use of this memorandum shall eliminate misunderstandings between the Staff member and the member.
3. Copies of the memorandum shall be given to the member, the Staff member of the unit to which the member is being reassigned (if applicable) and Human Resources Director for inclusion in the member's personnel file.
4. A copy of the memorandum shall be retained in the member's personnel file in Professional Standards.



John R. Lau
Chief of Police

Appendix A

REQUEST TO INITIATE DISCIPLINE DISPUTE RESOLUTION PROCESS

I, _____, (ID# _____) hereby voluntarily initiate the Discipline Dispute Resolution Process (DDRP) authorized by Titusville Police Department written directives. I understand that a meeting to discuss the resolution of allegations and charges will not be scheduled until this request is received and considered by the Dispute Resolution Officer.

I, hereby acknowledge that I read and understand my rights and privileges as set forth in Florida Statutes 112.532, the Officer's Bill of Rights", and agree to proceed with DDRP.

I also hereby voluntarily agree to toll the running of the limitations period for disciplinary actions set forth in Florida Statute 112.532(6) while negotiations conducted pursuant to the DDRP continue.

Supervisor or Investigating Authorities Name

Tracking No. _____

Member Signature

Date

Phone number member can be reached at _____.

Original to: Dispute Resolution Officer

Copy to: Supervisor

Investigating Authority

THIS WRITTEN AND SIGNED REQUEST MAY BE DELIVERED BY FAX, HAND DELIVERY, OR AS AN ATTACHMENT TO AN EMAIL.

Appendix B

AGREEMENT PURSUANT TO DISCIPLINE DISPUTE RESOLUTION PROCESS

WHEREAS, _____, hereinafter referred to as "Member," submitted a written request to the Dispute Resolution Officer, herein referred to as "DRO," requesting a meeting to discuss the resolution of the allegations and charges filed against that member, and

WHEREAS, the Titusville Police Department, hereinafter referred to as "TPD," by and through the DRO agreed to meet with the member to discuss a possible resolution to the allegations and charges, and

WHEREAS, the Member and the TPD, hereinafter collectively referred to as "Parties," recognize that there are mutual benefits to resolving this matter without engaging in further investigation or disciplinary proceedings, including but not limited to, affording prompt resolution to the allegations and charges, minimizing the expenses incurred by the Department that may result from lengthy investigations and disciplinary proceedings, and promoting Department efficiency, and

WHEREAS, the Member had ample time to consult with a representative of his/her choice prior to agreeing to the terms of this Agreement, and

NOW THEREFORE, the parties agree to the following:

1. The Member is accused of engaging in the conduct briefly described below:

2. Based on the allegations set forth above, the Member acknowledges that he/she committed the following policy violation(s):

3. In exchange for the Member's acknowledgement above, the TPD agrees not to pursue further investigation of these allegations against the Member. By signing this agreement, however, the Member fully understands that he/she may be a witness to the same or similar allegations against other members and will be required to participate in those investigations. In the event that there is an ongoing investigation involving other members, the Member further understands that Florida Statute 112.533(4) prohibits him/her from willfully disclosing any information obtained pursuant to the Department's confidential internal investigation until the proceeding becomes a public record. Nothing in this Agreement should be construed to preclude the Department from initiating an investigation against the Member into additional charges or allegations based on facts learned through ongoing investigations involving other members.

4. The parties mutually agree that an appropriate penalty for the policy violation(s) set forth in paragraph 2 above consists of the following:

5. The Member expressly waives all further appeals pursuant to policy or law, including contractual grievances and actions initiated pursuant to Florida Statute Chapter 112, concerning the allegations and any investigation leading to this Agreement, as well as any discipline imposed through this Agreement.
6. Nothing discussed at any meeting leading up to or resulting in this Agreement shall be binding upon any party until a final agreement is approved.
7. This Agreement shall serve as the Notice of Intent to Discipline as well as the Notice of Disciplinary Action and shall not establish binding precedent on the Chief in other cases.

Served on and effective the _____ day of _____, 20_____.

Member's Signature

Date

Dispute Resolution Officer

Date

Human Resources Director (if necessary)

Date

Chief of Police Signature (if necessary)

Date

Original: Professional Standards Division
Copy to: Personnel File
Member's Supervisor
Member
Member's Representative
Human Resources Director
FOP
Fiscal

DISCIPLINARY ACTION MEMORANDUM

TO: _____
 Employee Name _____ Job title _____

FROM: _____
 Department Head or Supervisor _____ Date _____

DISCIPLINARY ACTION TAKEN: _____
 Counseling; Verbal Reprimand; Written Reprimand; Suspension*; Termination* (Requires concurrence)

REFERENCE: _____
 Refer to Specific Paragraph/Item Number in Personnel Policies, Department Policies, and/or Union Contract

REASON FOR ACTION: _____
 Provide reason(s), date(s), and background information for action taken. Use separate sheet if necessary.

 *Human Resources Director Concurrence_____
 *Department Head Concurrence

You may appeal this action in accordance with Personnel Policies Section 7.01 or the applicable Union Contract (non-probationary employees only).

I acknowledge receipt of this memorandum and that its contents have been discussed with me. My signature does not indicate agreement or disagreement with the details.

 Employee Signature/Date_____
 Date of pre-determination hearing (if requested)_____
 Date to be notified of resulting disciplinary action

Sergeants - 11/23/2016

Years of Service	Last Name	First Name	Current	Rate	PD Suggested	Rate
17 (7)	Rodriguez	Victor	\$57,241.00	\$27.52	\$ 58,672.03	\$ 28.21
20 (4)	Strom	Lincoln	\$55,452.00	\$26.66	\$ 56,838.30	\$ 27.33
15 (4)	Johnson	Carolina	\$53,934.00	\$25.93	\$ 55,282.35	\$ 26.58
15 (3)	Amos	William	\$53,934.00	\$25.93	\$ 55,282.35	\$ 26.58
14 (3)	Cruz	John	\$52,728.00	\$25.35	\$ 54,500.00	\$ 26.20
12 (2)	Anderson	Shaun	\$51,188.00	\$24.61	\$ 53,000.00	\$ 25.48
10 (2)	Wright	Tyler	\$50,689.00	\$24.37	\$ 52,500.00	\$ 25.24
			\$ 375,166.00		\$ 386,075.03	

Corporals 2016 - 11/23/2016

Years of Service	Last Name	First Name	Current	Rate	PD Suggested	Rate
13 (4)	Heineman	Roy	\$47,299.20	\$22.74	\$49,427.66	\$23.76
14 (3)	Davies	William	\$46,612.80	\$22.41	\$48,710.38	\$23.42
12 (3)	Barbour	Troy	\$45,968.00	\$22.10	\$48,036.56	\$23.09
12 (3)	Lindo	Michael	\$45,968.00	\$22.10	\$48,036.56	\$23.09
11 (3)	Gonzalez	Jeremy	\$45,968.00	\$22.10	\$48,036.56	\$23.09
10 (2)	Joiner	Telly	\$45,531.20	\$21.89	\$47,580.10	\$22.88
8 (2)	Werring	Timothy	\$43,908.80	\$21.11	\$46,700.00	\$22.45
			\$321,256.00		\$336,527.82	

Police Officers 2016

11/23/2016

Rank	Last Name	First Name	Current	Rate	Revised City Offer 16/17	Rate
1	Rodriguez	Javier	\$50,211.20	\$24.14	\$ 52,300.00	\$ 25.14
2	Morgan	Patricia	\$49,129.60	\$23.62	\$ 51,200.00	\$ 24.62
3	Jackson	Leamon	\$46,841.60	\$22.52	\$ 48,800.00	\$ 23.46
4	Cabrera	Jessica	\$45,739.20	\$21.99	\$ 47,750.00	\$ 22.96
5	Macskassy	Sara	\$45,739.20	\$21.99	\$ 47,750.00	\$ 22.96
6	Knapp	Sheri	\$45,739.20	\$21.99	\$ 47,750.00	\$ 22.96
7	Sypien	Mark	\$44,449.60	\$21.37	\$ 46,512.86	\$ 22.36
8	Andrews	Scott	\$44,449.60	\$21.37	\$ 46,512.86	\$ 22.36
9	Cantalupo	John	\$44,449.60	\$21.37	\$ 46,512.86	\$ 22.36
10	Gallo	Christopher	\$43,596.80	\$20.96	\$ 45,400.00	\$ 21.83
11	Gass	Jennifer	\$43,596.80	\$20.96	\$ 45,400.00	\$ 21.83
12	Bond	Roger	\$43,596.80	\$20.96	\$ 45,400.00	\$ 21.83
13	VanCott	Nichlaus	\$43,596.80	\$20.96	\$ 45,400.00	\$ 21.83
14	Hanson	Jason	\$43,596.80	\$20.96	\$ 45,400.00	\$ 21.83
15	Jennings	Mark	\$42,806.40	\$20.58	\$ 44,600.00	\$ 21.44
16	Blizard	Brian S	\$42,806.40	\$20.58	\$ 44,600.00	\$ 21.44
17	Hector	Jeffrey	\$41,995.20	\$20.19	\$ 43,800.00	\$ 21.06
18	Torres	Cesar	\$41,995.20	\$20.19	\$ 43,800.00	\$ 21.06
19	Crowley	Brian	\$41,184.00	\$19.80	\$ 42,900.00	\$ 20.63
20	Pergerson	Jerry	\$40,372.00	\$19.41	\$ 42,100.00	\$ 20.24
21	Lengefeld	Jesse	\$40,372.00	\$19.41	\$ 42,100.00	\$ 20.24
22	Joyce	Kevin	\$39,582.40	\$19.03	\$ 41,400.00	\$ 19.90
23	Nelson	Bryan	\$39,582.40	\$19.03	\$ 41,400.00	\$ 19.90
24	Nelsen	Kenneth	\$39,582.40	\$19.03	\$ 41,400.00	\$ 19.90
25	Sanchez	Jason	\$39,582.40	\$19.03	\$ 41,400.00	\$ 19.90
26	Burket	James	\$38,750.40	\$18.63	\$ 40,400.00	\$ 19.42
27	Holden	Robert	\$38,750.40	\$18.63	\$ 40,400.00	\$ 19.42
28	Watson	Lauren	\$37,876.80	\$18.21	\$ 39,500.00	\$ 18.99

Revised Nov. 15, 2016

Police Officers 2016

11/23/2016

Rank	Last Name	First Name	Current	Rate	Revised City Offer 16/17	Rate	
29	Glenn	Kenneth	\$37,876.80	\$18.21	\$ 39,500.00	\$ 18.99	
30	Iglesias	Marcelo	\$37,876.80	\$18.21	\$ 39,500.00	\$ 18.99	
31	Krewson	Thomas	\$37,876.80	\$18.21	\$ 39,500.00	\$ 18.99	
32	Bernd	Joshua	\$37,876.80	\$18.21	\$ 39,500.00	\$ 18.99	
33	Robinson	Marquis	\$37,876.80	\$18.21	\$ 39,500.00	\$ 18.99	
34	Edwards	Kimone	\$37,876.80	\$18.21	\$ 39,500.00	\$ 18.99	
35	Slack	Mitch	\$37,876.80	\$18.21	\$ 39,500.00	\$ 18.99	
36	Lugo	Oscar	\$37,876.80	\$18.21	\$ 39,500.00	\$ 18.99	
37	Givens	Daniel	\$37,876.80	\$18.21	\$ 39,500.00	\$ 18.99	
38	Williams	Shawn	\$37,876.80	\$18.21	\$ 39,500.00	\$ 18.99	
39	Distler	Brenden	\$37,876.80	\$18.21	\$ 39,500.00	\$ 18.99	
40	Ferraiuolo	Vincent	\$37,876.80	\$18.21	\$ 39,500.00	\$ 18.99	
41	Reedy	Austin	\$37,876.80	\$18.21	\$ 39,500.00	\$ 18.99	
42	Hicks Jr	Robert	\$37,876.80	\$18.21	\$ 39,500.00	\$ 18.99	
43	Fourtney	Mark	\$37,003.20	\$17.79	\$ 38,550.00	\$ 18.53	
44	Rodriguez	Andy	\$37,003.20	\$17.79	\$ 38,550.00	\$ 18.53	
45	McGrory	Diarmund	\$37,003.20	\$17.79	\$ 38,550.00	\$ 18.53	
46	Hederman	Casey	\$37,003.20	\$17.79	\$ 38,550.00	\$ 18.53	
47	McDole	Gregory	\$37,003.20	\$17.79	\$ 38,550.00	\$ 18.53	
48	Innarelli	Marco	\$37,003.20	\$17.79	\$ 38,550.00	\$ 18.53	
49	Quinn	Austin	\$37,003.20	\$17.79	\$ 38,550.00	\$ 18.53	
50	Plants	Mathew	\$37,003.20	\$17.79	\$ 38,000.00	\$ 18.27	
51	Byrge	John	\$38,750.40	\$18.63	\$ 39,331.66	\$ 18.91	
52	Santiago	Frances	\$37,003.20	\$17.79	\$ 38,000.00	\$ 18.27	
53	Cabranes	Jorge	\$37,003.20	\$17.79	\$ 38,000.00	\$ 18.27	
54	Zbieglen	Darren	\$37,003.20	\$17.79	\$ 38,000.00	\$ 18.27	
55	Alicea	Samuel	\$37,003.20	\$17.79	\$ 38,000.00	\$ 18.27	
56	Lindo	Malik	\$37,003.20	\$17.79	\$ 37,500.00	\$ 18.03	CSO

Attachment F

Revised Nov. 15, 2016

Police Officers 2016

11/23/2016

Rank	Last Name	First Name	Current	Rate	Revised City Offer 16/17	Rate	
57	Gibbs	James	\$37,003.20	\$17.79	\$ 37,500.00	\$ 18.03	CSO
58	Sumner	Matthew	\$37,003.20	\$17.79	\$ 37,500.00	\$ 18.03	CSO
59	Durden	Shawtrale	\$37,003.20	\$17.79	\$ 37,500.00	\$ 18.03	CSO
60	Potters	Brian	\$37,003.20	\$17.79	\$ 38,000.00	\$ 18.27	
61	Saxon	Holy	\$37,003.20	\$17.79	\$ 38,000.00	\$ 18.27	
62	Thornes	Jahayra	\$37,003.20	\$17.79	\$ 38,000.00	\$ 18.27	
63	Baez	Xzevies	\$37,003.20	\$17.79	\$ 37,500.00	\$ 18.03	CSO
64	Open		\$37,003.20	\$17.79	\$ 37,500.00	\$ 18.03	
65	Open	(Jan 2017)	\$37,003.20	\$17.79	\$ 37,500.00	\$ 18.03	
			\$2,583,067		\$2,680,570		

Lieutenants 2016 - 11/23/2016

Years of Service	Last Name	First Name	Current	Rate	PD Suggested	Rate
	King	Jeffrey	\$ 71,011.20	\$ 34.14	\$ 72,786.48	\$ 34.99
	Demmon	Charles	\$ 71,011.20	\$ 34.14	\$ 72,786.48	\$ 34.99
	Little	Michael	\$ 66,996.80	\$ 32.21	\$ 69,300.00	\$ 33.32
	House	Thomas	\$ 67,995.20	\$ 32.69	\$ 69,695.00	\$ 33.51
	Hamann	Glen	\$ 66,497.60	\$ 31.97	\$ 68,160.04	\$ 32.77
	DeLoach	Christopher	\$ 64,979.20	\$ 31.24	\$ 67,500.00	\$ 32.45
			\$ 408,491.20		\$ 420,228.00	

Years of Service	Last Name	First Name	Current	Rate	PD Suggested	Rate
26	Deloach	Christine	\$ 42,515.20	\$ 20.44	\$ 45,500.00	\$ 21.88
26	Glover	Tracey	\$ 42,515.20	\$ 20.44	\$ 45,500.00	\$ 21.88
24	Zagora	Lynn	\$ 41,600.00	\$ 20.00	\$ 44,250.00	\$ 21.27
14	LaMothe	Melissa	\$ 37,044.80	\$ 17.81	\$ 39,250.00	\$ 18.87
13	Johnson	Bonnie	\$ 35,921.60	\$ 17.27	\$ 38,250.00	\$ 18.39
8	Price	Shayna	\$ 33,654.40	\$ 16.18	\$ 36,000.00	\$ 17.31
7	Adair	Kimberly	\$ 33,113.60	\$ 15.92	\$ 35,250.00	\$ 16.95
5	Sasnett	Heather	\$ 31,782.40	\$ 15.28	\$ 33,900.00	\$ 16.30
5	Oakey	Martha	\$ 31,782.40	\$ 15.28	\$ 33,900.00	\$ 16.30
4	Seiler	Katherine	\$ 31,304.00	\$ 15.05	\$ 33,100.00	\$ 15.91
3	Riffe	Andrew	\$ 31,304.00	\$ 15.05	\$ 33,100.00	\$ 15.91
3	Lampton	Brandy	\$ 31,304.00	\$ 15.05	\$ 33,100.00	\$ 15.91
3	Ring	Jade	\$ 31,304.00	\$ 15.05	\$ 33,100.00	\$ 15.91
2	Hydorn	Rebecca	\$ 31,304.00	\$ 15.05	\$ 32,550.00	\$ 15.65
start	Unfilled		\$ 31,304.00	\$ 15.05	\$ 31,500.00	\$ 15.14
start	Unfilled		\$ 31,304.00	\$ 15.05	\$ 31,500.00	\$ 15.14
start	Unfilled		\$ 31,304.00	\$ 15.05	\$ 31,500.00	\$ 15.14
			\$ 580,361.60		\$ 611,250.00	

PST Supervisor - 11/23/2016

Years of Service	Last Name	First Name	Current	Rate	PD Suggested	Rate
26 (15)	Cunningham	Lori	\$ 44,636.80	\$ 21.46	\$ 49,250.00	\$ 23.68
12 (2)	Staten	Deborah	\$ 36,212.80	\$ 17.41	\$ 43,000.00	\$ 20.67
3 (2)	Morrison	Gregory	\$ 35,859.20	\$ 17.24	\$ 41,000.00	\$ 19.71
			\$ 116,708.80		\$ 133,250.00	