

AGREEMENT

BETWEEN

**THE CITY OF CORAL SPRINGS,
FLORIDA**

AND

**THE FRATERNAL ORDER OF POLICE II
LODGE NO. 87**

The term of this agreement is from
October 19, 2006 – October 18, 2009

TABLE OF CONTENTS

PREAMBLE

CHAPTER I - RECOGNITION

Page

Article 1	Recognition.....	1
Article 2	City's Rights of Management Administration	1
Article 3	No Strikes, Lockouts.....	2
Article 4	Rules of Construction	2
Article 5	Policies	2
Article 6	Union Stewards	3
Article 7	Dues and Deductions	3
Article 8	F.O.P. Representation	4
Article 9	Employee Organization Time Pool	4
Article 10	Bulletin Board	5
Article 11	Law Enforcement Officers' Rights.....	6

CHAPTER II - BENEFITS

Article 12	Wages	6
Article 13	Group Insurance Benefits.....	7
Article 14	Workers' Compensation.....	7
Article 15	Pensions.....	7
Article 16	Take Home Vehicles.....	8
Article 17	Holidays.....	9
Article 18	Shift Differential	9
Article 19	Assignment Pay.....	10
Article 20	Clothing Allowance	11
Article 21	Longevity Benefits	12
Article 22	Prevailing Benefits.....	13
Article 23	Administrative Policy 06.11.06 (City Related Subpoena Benefit)	
Article 24	Administrative Policy 06.03.04 (Wage and Hour)	16
Article 25	Administrative Policy 06.04.02 (Annual Leave)	19
Article 26	Administrative Policy 06.04.03 (Sick Leave, Sick Leave Incentive, Sick Leave Pay Out at Separation)	21
Article 27	Administrative Policy 06.04.04 (Funeral Leave)	26
Article 28	Administrative Policy 06.04.09 (Tuition Reimbursement Program)	27
Article 29	Administrative Policy 06.04.01.01 (Premiums - Retirees and Disabled Employees)	29
Article 30	Administrative Policy 06.11.08 (Employee Gainsharing Program)	31
Article 31	Personal Effects.....	33

TABLE OF CONTENTS

Page

CHAPTER III - GRIEVANCE

Article 32	Grievance Procedure.....	35
Article 33	Arbitration	37

CHAPTER IV - GENERAL

Article 34	Physical and Mental Fitness	38
Article 35	Chemical Drug Testing	40
Article 36	Alcohol Testing	48
Article 37	Probationary Period	50
Article 38	Protective Vests	50
Article 39	Death in Line of Duty	50
Article 40	Layoff and Recall	50
Article 41	Discipline and Discharge	53
Article 42	Zipper Clause	53
Article 43	Severability	53
Article 44	Duration and Renewal	54

PREAMBLE

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

ARTICLE 1 RECOGNITION

The City recognizes the F.O.P. II as the sole and exclusive Collective Bargaining Agent, for the purposes set forth in Chapter 447, Part II, Florida Statutes, of those full-time sworn Law Enforcement Officers within the Bargaining Unit certified in Florida Public Employees Relations Commission Certification No. 958.

ARTICLE 2 CITY'S RIGHTS OF MANAGEMENT ADMINISTRATION

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

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

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

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

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

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

**ARTICLE 3
NO STRIKES, LOCKOUTS**

The parties are cognizant of the provisions of Florida Statutes, Chapter 447, Part II, as they apply to Law Enforcement Officers and agree that those provisions, as now stated or as amended during the term of this Agreement, will be observed in the circumstances to which they are applicable.

**ARTICLE 4
RULES OF CONSTRUCTION**

It is agreed and understood that this Agreement constitutes the whole agreement between the parties. Notwithstanding any other term or provision of this Collective Bargaining Agreement, it is expressly agreed that this Collective Bargaining Agreement shall not, in any of its parts, be construed by an arbitrator or court in any way which supersedes or preempts applicable laws, ordinances, statutes, civil service rules and regulations, or the City of Coral Springs Charter. In any grievance arising under the Collective Bargaining Agreement, the arbitrator, in rendering his/her award, shall be bound by and shall apply the foregoing standard contained in this paragraph.

**ARTICLE 5
POLICIES**

Section 1: It is agreed and understood that the City and the Police Department currently have written Rules and Regulations, General Orders, Special Orders, Accreditation Standards, Standard Operating Procedures and City Policies governing employment. Ten business days prior to any changes in Rules and Regulations, General Orders, Special Orders, Accreditation Standards, Standard Operating Procedures and City Policies governing employment, the City will provide copies of such changes to F.O.P. II.

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

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

ARTICLE 6 UNION STEWARDS

Union stewards shall not conduct F.O.P. business on their paid time or that of any City employee, except by the express and voluntary consent of the Chief of Police or as provided in Article 9.

ARTICLE 7 DUES AND DEDUCTIONS

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

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

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

Section 4: Dues shall be deducted each pay period and such money shall be remitted to the Union Treasurer as it is now remitted.

Section 5: This Article covers regular dues or special assessments. The City is not required to deduct fines, fees or penalties.

Section 6: The authorizing employee reserves the right at any time to revoke his/her authorization by notifying the City in writing, with a copy to the F.O.P.

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

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

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

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

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

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

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

ARTICLE 8 F.O.P. REPRESENTATION

Apart from contract negotiations, the F.O.P. will give the City written notice, at least 48 hours ahead of time, of the names of its representatives who are to deal with the City, and the City shall not be required to deal with any others. Non-employee F.O.P. representatives and agents, and unit employees when acting as F.O.P. representatives, shall not have access to non-public areas on City premises except by the permission of the Chief of Police and except when an officer has been involved in a Use of Force incident.

ARTICLE 9 EMPLOYEE ORGANIZATION TIME POOL

Section 1: Once each year, during the month of January, a bargaining unit member may voluntarily donate no less than one (1) hour or more than eight (8) hours of annual leave time to a time pool. The time pool shall not exceed one hundred (100) hours per calendar year. The time pool will be used by the bargaining unit employees designated by Coral Springs Lodge #87, F.O.P., for union business activities which shall include meetings with City's management, attendance at formal conventions and seminars, union meetings, contract negotiations, grievance procedures, discipline procedures, arbitration procedures and use of force incidents.

Section 2: The Union President, or designated representative of the union, desiring to use time from said pool for official union business shall submit a notice for approval at least five (5) working days prior to the date of such use to the employee's immediate supervisor and to the Chief of Police or his/her designee, the five (5) days notice may be waived by the Chief of Police or his/her designee.

Section 3: Donations of time shall be authorized by the bargaining unit member who is so donating, on an appropriate form, one copy of which shall go to the immediate supervisor, one copy to the Union, and one copy to the Human Resources Unit. Time drawn against the time pool shall be with the approval of the Union President or designated representative. A record of all time donated and drawn against said pool of time, shall be

accurately kept by the Police Department and the Union.

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

Section 5: No individual employee shall be permitted more than one hundred (100) hours from the time pool in any calendar year. While using the time pool, the employee will remain reasonably available by telephone or pager for consultation with the management of the Police Department or any F.O.P. member.

Section 6: Any accident incurred by an employee whose time is being paid for by the time pool shall not be considered to have been incurred in the course and scope of his/her employment by the City within the meaning of Chapter 440, Florida Statutes as amended, except for injuries sustained while acting in the line of duty.

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

Section 8: In addition to the maximum pool of 100 hours allowed in Section 1, time pool hours donated in a given year but not used during that year may be carried over to increase the 100 hour maximum by as much as 100 hours, provided that there shall be no more than one carry over per calendar year, with the carry over hours to be credited as of January 1. The unused hours in the time pool as of December 31 of any year shall automatically be carried over, subject to the 100 hour carryover limit, unless the F.O.P. previously notifies the City's Director of Human Resources, in writing, to the contrary.

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

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

ARTICLE 10 BULLETIN BOARD

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

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

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

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

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

**ARTICLE 11
LAW ENFORCEMENT OFFICERS' RIGHTS**

The parties are cognizant of the provisions of Section 112.532, Florida Statutes, and agree that those provisions, as now stated or as amended during the term of this Agreement, are to be observed in the circumstances to which they are applicable.

**ARTICLE 12
WAGES**

Section 1: During each year of this contract, the City will survey the following agencies to determine Sergeant pay rates in effect on December 1: Boca Raton, Broward County Sheriff's Office, and all municipal Police Departments in Broward County. For purposes of this survey, the City will recognize, on a pro-rated basis, future pay rate increases (but not past June 30) for surveyed cities whose contracts have been ratified or imposed by December 15.

Section 2: Based on the survey conducted pursuant to Section 1 of this article, unit Sergeant members will receive a pay plan adjustment to reflect the third highest rate, excluding longevity, of those cities surveyed. The third highest rate is defined as the mid-point salary rate between the third and second highest cities surveyed. An additional 5% will be added after the calculation of third highest rate. This additional 5% shall be excluded for survey purposes and shall be added after survey figures are calculated.

Section 3: This article will be effective upon contract ratification by the Coral Springs City Commission. Any pay plan adjustment required as a result of this article will be effective the pay period including January 1.

Section 4: Effective December 1, 2007, the pay scale for Sergeant will include nine (9) steps with 5.0625% between each step. For 2007/2008 only, the survey described in Section 1 will include rates in effect on November 1, 2007. For 2007/2008 only the pay plan adjustment described in Section 2 will take place in two steps as follows: for the pay period including December 1, 2007, all members will receive one-half of the calculated increase; and for the pay period including June 1, 2008, all members will receive the remaining one-half of the calculated increase.

Section 5: Any wage increases required as a result of this article will apply to those unit members actively employed upon the date of ratification of this Agreement, or actively

employed on January 1 of subsequent years. No provision of this article will be retroactive.

ARTICLE 13 GROUP INSURANCE BENEFITS

Section 1: During the term of this Agreement, unit personnel will be provided the group health, life, vision, dental, and long-term disability insurance plan at service levels and premium rates applicable to all City employees. Premium rates will not increase by more than 5% in any plan year.

ARTICLE 14 WORKERS' COMPENSATION

Section 1: The parties agree to abide by Florida law concerning workers' compensation matters. However, except as provided in Florida law, members injured while (a.) responding to an unlawful act perpetrated by another, (b.) responding to a dispatched call for service, (c.) engaging in a self-initiated law enforcement activity, (d.) engaging in physical training, (e.) engaging in firearms training or injured as a result of an accidental firearms discharge, or (f.) auto accidents where the member is not grossly negligent will receive 100% of their base salary in lieu of workers' compensation for up to 1,040 hours per injury. After 1,040 hours for an injury, state law concerning payment of workers' compensation benefits will govern.

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

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

ARTICLE 15 PENSIONS

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

Section 2: The following changes shall be enacted with an effective date of February 27, 2005:

- A. Section 13-8(c)(1) shall be amended to change the word compensation to earnings;
- B. Section 13-8(d)(1)(b) shall be amended to read "The difference between the greater of seventy (70) percent of his current base monthly salary or average

monthly earnings as of the date he became disabled and workers' compensation income received by reason of such disability. As and when changes are made in the amounts received by the member from workers' compensation no adjustment shall be made in the payments from the retirement fund.

- C. Section 13-8(d)(1)(c) shall be amended to change the word compensation to earnings.

Section 3: The following changes shall be enacted with an effective date of October 19, 2006, 2006:

- A. Section 13-5(j) shall be amended to increase thirteen (13) percent of base salary to fourteen and one half (14.5%) of base salary.
- B. Section 13-7(b)(1) shall be amended to increase the pension multiplier from 3.375% to 3.5%.
- C. Section 13-7(b)(1)(i) shall be amended to increase the maximum monthly retirement from 84.375% to 87.5%.

Section 4: The following changes shall be enacted upon contract ratification by the Coral Springs City Commission:

- A. Section 13-5(i) shall be amended to add: "Notwithstanding the above, any officer employed as of November 1, 2007 may purchase an additional one (1) year of pension credit. This credit shall be purchased by the officer at the full cost to the plan by February 29, 2008. However, in no event may purchased service credit exceed four (4) years."

B. Section 13-11 (3) shall be amended as follows: Option 3 – Joint and Survivor Option. The member may elect to receive a reduced benefit during his lifetime and may have such benefit (or a designated fraction thereof: 100%, 66-2/3%, or 50%) continued after his death to and during the lifetime of his spouse or a relative other than his spouse as referenced in F.S. Chapter 185.161(1)(a)2. In addition, the member may optionally add a "pop-up feature" to such joint and survivor option. If the member elects to add the pop-up feature to his joint and survivor option, then, upon the death of his joint annuitant, the amount of his monthly payment will be increased to the amount of his monthly life annuity under Option 1 herein and such increased amount will be payable as of the first day of each month after the death of his joint annuitant for the remainder of his lifetime. A member electing to add the pop-up feature to his joint and survivor option will have his monthly benefit as otherwise determined under this Option 3 reduced actuarially to take into account the addition of the pop-up feature.

- C. Section 13-12(a)(1) shall be amended to increase member contributions from 9% to 9.875%

Section 5: The parties agree to reopen the contract with respect to Section 13-5(j), Earnings, as 185 dollars in excess of the base amount become available.

ARTICLE 16 TAKE HOME VEHICLES

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

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

Section 3: The parties acknowledge that the use of take home vehicles is limited to officers who live in Broward or Palm Beach County. Use of take home vehicles for members living outside Broward or Palm Beach Counties may be granted only by written permission of the Chief of Police. Any unit member who is currently assigned a take home vehicle who moves outside Broward County or Palm Beach County shall immediately forfeit the use of his/her take home vehicle. Any unit member who lives outside of Coral Springs or a contiguous City who is assigned a take home vehicle will be charged \$10 per month to the City.

Section 4: A member assigned an unmarked take home vehicle may transport family members (spouse, child or step-child who lives in member's household) on the way to and from work during the period beginning one hour before and one hour after actual clock-in/clock-out time. Such transport of family members will only be allowed with the provision of an insurance rider expressly providing coverage for such transport and covering the City as an additional named insured. Such insurance must be provided by an insurance company A-rated or better by Am Best. It is the responsibility of the member to keep the insurance rider current and ensure such rider is on file with the Police Human Resources Unit and their component commander.

ARTICLE 17 HOLIDAYS

Section 1: Unit members shall be paid, at one and one-half (1 ½) times their regular hourly rate, or convert to annual leave, at a value of one and one-half (1 ½) hours, 96 hours of Holiday pay and Personal Days, 48 hours on June 1 and 48 hours on December 1 of each year. Unit members will be given the option to make this election on May 1 and November 1 of each year. If the unit member elects payment, their rate will be determined as of the date of payment. The City will deduct applicable taxes.

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

ARTICLE 18 SHIFT DIFFERENTIAL

Section 1: Within six weeks after completion of a 26 week shift period, members eligible for shift differential will receive a \$2,000 cash bonus.

Section 2: To be eligible for the shift differential cash bonus described in Section 1, the member must be assigned to Alpha shift or Alpha shift K-9 as their regular assignment. If a member assigned to the Alpha shift or Alpha shift K-9 is transferred on/off the Alpha shift or Alpha shift K-9 by the department based on departmental needs, the member will be compensated for the time spent on the Alpha shift or Alpha shift K-9, at a prorated rate equivalent to \$154 per pay period worked on Alpha shift or Alpha shift K-9, based on the

\$2,000 amount semi-annually.

Section 3: Shift differential cash bonus will not apply to members rotating through Alpha Shift.

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

Section 5: The award of shift differential cash bonus and the assignment of shifts are not subject to the filing of grievances or arbitration.

ARTICLE 19 ASSIGNMENT PAY

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

Section 2: To be eligible for the assignment pay cash bonus described in Section 1, the member must:

- A. Be assigned to one or more of the following specialty units as their regular assignment:
- Investigations,
 - VIN;
 - K-9,
 - Tactical/Gang,
 - Community Involvement,
 - Bicycle,
 - Training,
 - Substation Unit; or
 - Youth liaison.

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

Section 3: Assignment Pay cash bonus will not apply to members rotating through a specialty unit.

Section 4: Members voluntarily terminating employment with the City will be eligible to receive a prorated bonus.

Section 5: The award of assignment pay cash bonus and the assignment of specialty units are not subject to the filing of grievances or arbitration.

Section 6: Members who are trained in the police motorcycle and perform this task while assigned as the Traffic Unit Supervisor shall receive 5% motorcycle duty pay during

the time assigned to this task.

Section 7: In addition, FOP II unit members will be compensated in accordance with the following schedule:

SRT Commander: \$3,100/year

Executive Officer: \$2,800/year

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

Assistant Team Leaders: \$2,000/year

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

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

Negotiators: \$1,200/year

SRT members will be paid once a year on or about December 1st. Members will only be eligible for payment after one (1) year of eligible service. Eligible service begins after completion of a Department authorized basic SRT or negotiator school.

If a member assigned to SRT is transferred off SRT by the department based on departmental needs, the member will be compensated for the time spent on SRT, at a prorated amount. A member assigned to SRT who voluntarily terminates employment with the City or requests a transfer out of SRT will be awarded a prorated amount upon termination.

Section 8: Members assigned to the Dive Team will be eligible for an annual \$1,200 cash bonus payable in June of each year. Members who do not serve on the dive team a full year will receive a pro-rated cash bonus in June.

Section 9: Provisions of this article will be effective upon contract ratification by the City Commission.

ARTICLE 20 CLOTHING ALLOWANCE

Section 1: A clothing allowance of up to seven hundred twenty five dollars (\$725.00) per fiscal year will be provided to bargaining unit members who are permanently assigned to a full time budgeted position.

Section 2: A member who is in, or transfers into an eligible position and has satisfactorily passed the 30 day probationary period, may then receive an amount equal to the number of remaining pay periods in that fiscal year times \$27.88, not to exceed \$725.00 per year.

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

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

**ARTICLE 21
LONGEVITY BENEFITS**

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

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

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

Longevity Merit Pay is not automatic and shall require an evaluation and the recommendation of the immediate supervisor and Chief of Police.

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

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

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

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

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

Section 4 F.O.P. II agrees to adopt any changes to Section 3 of this Article that are adopted by the Officer bargaining unit (F.O.P. I).

**ARTICLE 22
PREVAILING BENEFITS**

Section 1: The parties make reference to and endorse those benefits listed in Section 3 of this Article and agree to those policy conditions during the term of this Agreement. Section 4 endorses those practices recognized.

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

Section 3: The following policies are recognized:

3.1 Administrative Policy 06.11.02 (Jury Duty)

3.2 Administrative Policy 06.11.03 (Leave Without Pay)

3.3 Administrative Policy 06.11.07 (Military Leave)

3.4 Florida State Statute 112.19 and 112.1904 (Life Insurance/Occupational Accidental Death)

3.5 General Order 12 (Weapons - Ammunition Provided)

3.6 General Order 18 (Training)

18.3.8 Reimbursement for Training

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

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

C. Overnight Non-Local

1. Full per diem

2. Travel expenses

3. Lodging expenses

3.7 General Order 20 (Departmental Property - Supplies)

3.8 **General Order 26.3.19 Retirement**

Sworn Members: A Coral Springs Police Department badge and identification card, marked "Retired". A choice of their issued Glock 22 or Glock 27. In addition, sworn members may keep their original silver badge and gold badges for any rank they achieved during their tenure. Sworn members retiring with more than 50% of their time served as a detective will also keep their specialty unit badge.

The retiring member will be presented with these items by the Chief of Police or his

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

3.9 General Order 30 (Call Out/Stand By Pay)

3.10 General Order 37 (Off-Shift Employment)

3.11 General Order 41 (Physical Training Facility)

3.12 Field Services S.O.P. Chapter 2, 3.4 (Shift Assignments)

3.13 General Order 29 (Employee Performance Evaluation and Merit Increases
Collective Bargaining Unit)

Section 4: The following practices are recognized:

4.1 Sick Leave Donation Pool

4.2 Credit Union Payroll Deduction

4.3 Savings Payroll Deduction/Direct Deposit

4.4 ICMA Deferred Compensation Plan (457)

4.5 Blood, Donation on Duty

4.6 Employee Assistance Program

4.7 Attraction Discounts (as or if provided by the vendor to all City Employees)

4.8 United States Savings Bond Purchase/Payroll Deduction

4.9 Health Risk Assessment Testing

4.10 Discounts on Annual Memberships to City Operated Facilities

4.11 Section 125 Flexible Spending Reimbursement Accounts

ARTICLE 23 ADMINISTRATIVE POLICY 06.11.06 (CITY RELATED SUBPOENA BENEFIT)
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PURPOSE

The City of Coral Springs recognizes that whenever an employee is subpoenaed for a City related deposition or court appearance, the employee may spend a certain period

of time in a state of readiness. If this state of readiness occurs during an employee's off-duty hours, the time is not construed as hours worked and is not included as compensable hours under the Fair Labor Standards Act. However, in recognition of the inconvenience caused by these circumstances, the City has chosen to provide a benefit for employees responding to such a City related subpoena.

DEFINITIONS AND CONDITIONS:

The benefit provided in this Policy is subject to the following definitions and conditions:

- a. Subpoena - a document requiring an employee to appear either for deposition or at court to give testimony upon a City-related matter.
- b. A subpoena may schedule this appearance at a time certain or it may place an employee on notice to appear if needed.
- c. If placed on notice to appear if needed:
 1. The subpoenaed employee must call and provide a phone number where they can be contacted, and
 2. The subpoenaed employee must have the ability to respond in the appropriate attire if called for an appearance.
- d. The inconvenience noted in (c) above must occur during an employee's off-duty hours.
- e. The subpoena must be related to City business.

PROVISIONS:

- a. When City employees are served with a subpoena putting them on notice to appear if needed, the employee must notify his/her supervisor so that the employee's work schedule can be arranged for the employee to be available if necessary.
- b. For eligible personnel this benefit will receive:
 1. .25 hours compensatory time for each hour during off-duty hours on a regular scheduled work day with a maximum of two (2) hours a day.
 2. .50 hours compensatory time for each hour during a regular scheduled day off with a maximum of two (2) hours a day.
- c. Upon receipt of a City-related subpoena, whenever deemed appropriate by the Department Director, a copy of this subpoena should be provided to the City Attorney's Office.

- d. It is the responsibility of a subpoenaed employee to personally contact the departmental designated person one (1) hour prior to the start of the designated time for information regarding case status (i.e., whether it is still active and what duration of time is required; actual time of appearance if known; release from subpoena by State Attorney's Office, etc.)
- e. Actual appearance time pursuant to a subpoena will be considered as hours worked and will be compensated in accordance with established City Policy. However, in order to be considered as compensable time, this actual appearance time must be for City-related business only.
- f. This Subpoena Benefit Policy will operate in conjunction with established departmental guidelines in existence.

ARTICLE 24 ADMINISTRATIVE POLICY 06.03.04 WAGE AND HOUR
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The following policies are being promulgated in compliance with the Fair Labor Standards Act (FLSA) and shall apply to all employees covered by the Fair Labor Standards Act as amended from time to time.

ELIGIBILITY

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

PROVISIONS

The FLSA allows for employer flexibility regarding Fire, Emergency Medical Services, and Law Enforcement employees work schedule. On this basis, the City may elect to utilize the 207(K) (referred to as "7(K)") option for all or some certified fire or law enforcement employees. The option enables a flexible work period of at least seven days and not to exceed twenty-eight (28) days to be adopted for 7(K) employees. Employees affected by an exercised option of 7(K) will be duly notified of this election.

WORK HOURS

1. For record purposes, a workweek shall begin at 0001 each Saturday and end at 2400 hours the following Friday.
2. For regular nonexempt employees, a normal workday shall be eight hours unless otherwise authorized in writing by the City Manager; a normal workweek shall be forty hours. For 7(K) police employees, the work period shall be a 14day work period of less than 86hours, a workday may exceed eight hours. For 7(K) fire and emergency medical services, a 21 day cycle of 144 hours shall constitute the work period; a normal work schedule is 24 hours on, 48 hours off.
3. For regular nonexempt employees, overtime is considered to be all hours over forty (40) actually worked during a normal workweek. For 7(K) police employees,

overtime is considered to be all hours over 86 actually worked during a normal work period. For 7(K) fire and emergency medical services, overtime shall be paid for hours worked in excess of 144 in the work period. Fire and emergency medical services employees work 2,496 hours annually.

4. Mealtime is not included in hours worked whenever the employee is free to leave the work station, relieved of duties, and the time allowed is at least 30 minutes. Based on the FLSA provision that on-duty Law Enforcement Officers are not relieved of duty during mealtime, mealtime shall be considered hours worked for those employees.
5. For purposes of computing overtime, leave with pay will be counted as hours actually worked provided that an employee scheduled to work on a holiday who does not appear, will not be afforded the privilege of counting leave with pay as hours actually worked. Further, call-back credited hours shall not be counted towards overtime and shall be paid at the employee's base hourly rate.
6. Overtime hours shall be compensable by compensatory time or cash payment at the discretion of the applicable Department Director. Compensation by time or cash will be at a rate of 1½ hours for each hour of overtime worked. At the discretion of the Department Director, compensatory time may be accrued up to a maximum of 120 hours of compensatory time.
7. Insofar as possible, the Director of each department shall arrange the employment and work program of the department in such a way that overtime is not required. However, public necessity or emergency situation may require overtime on the part of City employees. All overtime must be authorized in advance by the Department Director.
8. Attendance at any training course required by the City as essential to employment shall be considered hours worked. Attendance is further defined as time actually spent in training or re-training and does not include study time or time spent in personal pursuits even though the employee is quartered at a training facility during this period.
9. Travel:
 - a. Normal home-to-work travel time, whether at a fixed location or at different job sites, will not be paid or considered as time worked for purposes of overtime computation.
 - b. When an employee is requested to work during off-duty hours for a non-emergency situation, compensable time shall not include travel time from home to work station. Compensable time shall be only those hours actually worked.
 - c. When an employee is called back to work due to an unforeseen emergency, compensable time shall include normal travel time to and from the employee's home and work station up to a total of 30 minutes in a 24 hour period and actual work time. In the unforeseen emergency situation, the employee shall therefore be credited with either three hours of call-back time

regardless of time actually traveled and worked or time and a half for those hours actually worked. Only 1 call-back credit of 3 hours is permitted in a 24 hour period. If an employee is called back a second or more time, then only those hours actually worked shall be counted towards overtime. If an employee works more than 2 hours on call-back then the hours actually worked should be declared instead of call-back credits.

- d. Travel time that is required by the City and takes an employee outside of the employee's home community on an overnight basis, shall be counted as compensable time.
 - e. Travel time, as noted in paragraph "d" above, is defined as the normal number of hours required to reach the final destination using the most efficient mode and route of travel.
 - f. The mode and route of travel shall be chosen by the Department Director, and if this choice utilizes either airplane, train, or bus, then time spent traveling between home and the transportation terminal is not compensable.
 - g. If the employee chooses to use a means of transportation other than that chosen by the Department Director, then the excess hours actually required to reach the destination will not be paid nor considered as time worked for purposes of over-time computation.
10. Time spent "oncall" is not compensable time so long as the employee is free to move about as the employee pleases and merely is required to leave word where he or she can be reached by telephone or an electronic device.

RECORDKEEPING

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

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

ARTICLE 25 ADMINISTRATIVE POLICY 06.04.02 ANNUAL LEAVE

To provide employees regular annual vacations with pay in order to maintain employee health, morale and efficiency. Further, to provide employee time off with pay for any other purpose, such as personal business, religious holidays, etc.

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

<u>Service</u> <u>Anniversary</u>	<u>Non-7(k) EMS</u> <u>Hourly Accrual</u> <u>Rate</u>	<u>Annual</u> <u>Accrual</u>
0 to 5 years	.04616	96
5th year	.05000	104
6th year	.05385	112
7th year	.05770	120
8th year	.06154	128
9th year	.06539	136
10th year	.06924	144
11th year	.06924	144
12th year	.07308	152
13th year	.07308	152
14th year	.07693	160
15th year	.07693	160
16th year	.08077	168
17th year	.08077	168
18th year	.08077	168
19th year	.08077	168
20th year	.08077	168

- Employees shall accrue annual leave credits based on actual hours paid during the pay period, but not to exceed forty (40) hours per work week.
- Employees may accrue annual leave to a maximum of 240 hours. However, after an employee's annual leave accrual reaches 240 hours, he/she may still earn annual leave as indicated above. The employee's annual leave accrual will revert back to 240 hours at the end of the payroll year.
- Employees shall be required to use a minimum of 40 hours of accrued annual leave prior to December 31 of each calendar year. If not used, the employee will forfeit 40 hours or any hours less than 40 not taken during that calendar year. This does not apply to employees during the calendar year of first eligibility.
- Employees shall be eligible to receive payment for between 8 to 40 hours (in multiples of 8 hours) of annual leave each calendar year, provided that 40 hours of annual leave is taken during that same calendar year.

6. Transfer and Payment of Earned Vacation Leave
 - a. An employee who moves from one budgeted position to another budgeted position and maintains all eligibility requirements shall be credited with the employee's unused annual leave, provided there is no break in service.
 - b. An employee who leaves a budgeted position that meets all eligibility requirements and enters a position that does not meet eligibility requirements shall be compensated for unused annual leave.
 - c. An employee who separates from the City shall be compensated for unused annual leave.
 - d. At the time of payment, employees, or their designated beneficiary, shall receive full payment for accrued annual leave at the employee's current base rate of pay. Under no circumstances shall an employee receive payment for accrued annual leave in excess of 240 hours.
 - e. Beyond the established termination date, a recipient of this benefit is no longer considered an employee of the City. As a result, the payment under this section is not considered salary for the purpose of determining eligibility for applicable fringe benefits.
 - f. The payments made pursuant to this section shall not be used in determining the average final compensation of an employee in a City Pension Plan.
 - g. In the case of death, payments will be made as designated on the most recent "Designation of Beneficiary for Final Pay" form as filed in the Human Resources Department.

ELIGIBILITY

Regular full-time employees occupying a budgeted position.

PROCEDURES

1. A request for annual leave shall be submitted to the employee's Department Director on the appropriate Request for Leave form.
2. Annual leave may be taken only after approval by the appropriate Department Director.
3. Department Directors shall attempt to meet the leave requests of the employees with due consideration to the needs and scheduling requirements of the City. The Department Director's decision in the scheduling of annual leave shall be final.
4. Use of annual leave shall not be authorized prior to the time it is earned and credited to the employee.
5. Payment for up to 40 hours may be requested on the Request for Leave.

6. Annual leave may be used and charged in increments not less than 1/10 (0.1) of an hour.
7. Upon reasonable notice, a Department Director may require any employee to use any part of the employee's accrued annual leave at any time that is deemed advisable, in order to meet the department's personnel needs.

ARTICLE 26 ADMINISTRATIVE POLICY 06.04.03.01 SICK LEAVE, 06.04.03.02 SICK LEAVE INCENTIVE AND 06.04.03.03 SICK LEAVE PAY OUT AT SEPARATION

Section 1 – Administrative Policy 06.04.03.01 – Sick Leave

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

DEFINITIONS

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

POLICY

1. The City requires regular and dependable attendance from its employees. Sick leave is a privilege granted to the employee. Any abuse of this privilege may result in disciplinary action.
2. Sick leave may be granted upon approval of the Department Director for the following reasons:
 - a. Personal illness or accidental injury.
 - b. Personal medical, dental or optical appointments.
 - c. Illness of an immediate family member, not to exceed 40 hours per calendar year unless approved by the Department Director and the Human Resources Director. The Department may request medical certification of such illness.
3. Each eligible employee shall accrue sick leave at the following rate per hour of paid time:

non-7(k) EMS employees: .04616

4. Eligible employees shall accrue sick leave credits based on actual hours paid during the pay period, but not to exceed forty (40) hours per work week.
5. A non-7(K) EMS employee's accrual of sick leave is limited to 480 hours. After an employee's sick leave accrual reaches the respective limits, he/she may still earn up to 96 hours of sick leave per payroll year, which shall be used for any needed sick time by the employee, sick time donations, or Attendance Incentive Option payment. The employee's sick leave accrual will revert back to the maximum respective cap once the annual sick leave conversion has taken place, or at the end of the payroll year if Attendance Incentive Option is not elected or does not apply.

ELIGIBILITY

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

PROCEDURE

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

1. Notify the immediate supervisor or Department Director no later than one (1) hour after the employee's assigned starting time, or earlier, if required by departmental policy or directive. Failure to give proper notice may result in an unexcused, unpaid absence. This provision may be waived by the Department Director if the employee submits acceptable evidence that it was impossible to give such notification. When requesting sick leave for medical appointments, the employee must request leave and the leave must be approved by the immediate supervisor in advance of the medical appointment.

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

2. The Department Director may, at any time, require a medical certification of the employee's illness before authorizing any use of sick leave credits. After three (3) consecutive work days of absence, the Department Director shall have the authorization to require a statement by a physician documenting the employee's illness.
3. Where absence due to illness or injury exceeds three (3) consecutive working days, the Department Director shall have the authority to require the employee to provide a statement from a physician certifying that the employee can perform the essential functions of their position. Although not every instance of 3 consecutive absences falls under FMLA, employees should contact Human Resources for additional FMLA requirements which may be applicable.
4. If the medical certification furnished by the employee is not sufficient, the Department Director, with the concurrence of the Human Resources Department,

may require a medical examination paid for by the City and conducted by a physician selected by the City. Based upon the result of the City physical examination and medical certification, one of the following conditions apply:

- a. If an employee is evaluated as fit for work, the Department Director shall not approve further use of sick leave credits and shall request the employee to work.
 - b. If an employee is evaluated as unfit for work, the Department Director shall allow the employee to use accrued sick leave credits until such leave credits have been exhausted or until the employee is able to return to work, whichever occurs first. If the employee is medically certified as being unable to work after all sick leave credits have been exhausted, the employee shall be allowed to use accrued annual leave credits before requesting a leave without pay. Departments should contact Human Resources for assistance with such matters.
5. An employee who, upon request by the Department Director, refuses to comply with the policy shall not be eligible to use accrued sick leave credits and any absence from work shall be considered an unexcused, unpaid absence and may result in disciplinary action.
 6. Employees may use or be charged sick leave in increments not less than 1/10 (0.1) of an hour.
 7. Sick leave shall only be authorized after it is earned and only to the extent that the employee has acquired same.
 8. If an employee has not accrued sufficient sick leave, accrued vacation leave must be used prior to requesting a leave without pay.
 9. Employees who become ill while on vacation may request and be granted sick leave provided:
 - a. The employee notifies his or her supervisor in the same manner as Procedure Number 1.
 - b. A physician's certification and leave form must be furnished covering each day of sick leave requested upon the employee's return to work.
 - c. This provision does not apply for an illness of the employee's immediate family. Any exceptions to this paragraph must be approved by the Department Director and the Director of Human Resources.

Section 2 – Administrative Policy 06.04.03.02 – Sick Leave Incentive

The Attendance Incentive Option is intended to reward regular full-time employees with exemplary attendance by allowing them annually the option of either converting a portion of their unused sick leave to annual leave or receiving a lump sum

payment for those eligible hours, but not a combination thereof.

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

1. A) For all employees whose sick leave accrual balance is **less than 480 hours** at the end of the payroll year:

Unused hours earned and accumulated during the payroll year beyond the base of sixty-four (64) hours may be converted to either:

- Annual leave up to a maximum of thirty-two (32) hours.
- Lump sum payment up to a maximum of thirty-two (32) hours.
- If an employee chooses not to convert any sick leave, he or she may retain the unused accrual in his or her sick leave account, subject to the 480 hours cap.

- B) For employees whose sick leave accrual balance is **greater than 480 hours** at the end of the payroll year:

Unused hours earned and accumulated during the payroll year beyond the base of forty-eight (48) hours may be converted to either:

- Annual leave up to a maximum of 48 hours
- Lump sum payment up to a maximum of 48 hours)

2. Payment must be in one (1) hour increments.
3. Employees may donate up to 16 hours of sick time per payroll year without jeopardizing their Attendance Incentive Option.
4. After the selection of an attendance incentive option, sick leave accruals over the respective 480 hours will be reduced appropriately.

ELIGIBILITY

1. Regular full-time employees who are employed as of January 1 will be eligible to receive the Attendance Incentive Option which is based on sick leave hours accrued during the previous payroll year and any sick leave hours used during the previous payroll year provided the employee meets the following criteria:

- a. **Under 480 hours:** The employee must have accumulated but not used a base of 64 hours or more of sick leave during the previous payroll year to be eligible.
 - b. **Over 480 hours:** The employee must have accumulated but not used a base of 48 hours or more of sick leave during the previous payroll year to be eligible.
2. Rule of '73 employees are not eligible for the Attendance Incentive Option.

PROCEDURE

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

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

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

DEFINITIONS

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

POLICY

1. Payments for unused sick leave will be as follows:
 - a. All employees will be paid for unused sick hours up to 480 hours at 25%, with the exception of Rule of '73 employees, who will be paid for unused sick leave up to 480 hours at 100%.
 - b. Under no circumstances will an employee be paid for more than 480 hours of unused sick leave.
2. Employees hired prior to December 1, 1992, will be compensated for accrued unused sick hours at their base hourly rate upon retirement or separation.

Employees hired after November 30, 1992, will be compensated at the weighted average hourly rate over the term of their employment upon retirement or separation.

3. The employee has the option to choose a lump sum payment or payment made in bi-weekly installments based upon the employee's prior work schedule, until the full balance of eligible hours is depleted.
4. Beyond the established termination date, a recipient of this benefit is no longer considered an employee of the City. As a result, bi-weekly payments under this section are not considered salary for the purpose of determining eligibility for applicable fringe benefits.
5. The payments made pursuant to this section shall not be used in determining the average final compensation of an employee in a City Pension Plan.
6. It is the responsibility of the Department Director to maintain the employee's position vacant until the sick leave is totally paid out to assure proper funding. Any exceptions to this must have the approval of the City Manager.
7. In the case of death, payments will be made as designated on the most recent "Designation of Beneficiary for Final Pay" form as filed in the Human Resources Department.

ELIGIBILITY

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

ARTICLE 27 ADMINISTRATIVE POLICY 06.04.04 FUNERAL LEAVE
--

Funeral leave is provided expressly for periods of bereavement and attending the funeral of an "immediate family member" or defined "relative".

ELIGIBILITY

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

DEFINITIONS

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

PROVISIONS

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

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

PROCEDURE

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

ARTICLE 28 ADMINISTRATIVE POLICY 06.04.09 TUITION REIMBURSEMENT PROGRAM
--

To encourage and assist employees to improve their educational qualifications in subjects and fields of endeavor which are directly related to the City's operations, activities, and objectives and which will place the employee in a position to improve his/her job performance and professional development.

ELIGIBILITY

1. To be eligible employees must be full-time in a regular budgeted position for twelve (12) consecutive months. If the twelve month anniversary date falls within a term of coursework, the employee will be eligible to receive tuition reimbursement based on the approval of the Department Director and the concurrence of the Human Resources Department.
2. The course must be related to the needs of the City in that it has the potential to improve the performance level of the employee in the employee's present function or develops an employee's ability and knowledge to meet the needs of future assignments within the City.
3. The number of courses in which an employee may enroll for each term requires the Department Director's recommendation.
4. Tuition Reimbursement applications must be received in the Human Resources Department prior to the first day of class.

POLICY PROCEDURES

A. Educational Planning

1. Each department is responsible to project the number of employees participating in the Tuition Reimbursement Program in their department for each fiscal year. Such costs will be budgeted at the department level.

2. An employee should discuss the proposed course of study with the appropriate supervisor to determine the employee's eligibility and the funding availability.
3. The employee is required to submit to the appropriate supervisor a Tuition Reimbursement Form for each course semester. This form may be obtained from the respective departments or from the Human Resources Department.
4. The Human Resources Department shall review the request to determine the acceptability of the course and the institution and to determine funding availability.
5. The completed form will be returned to the employee's department for notification to the requesting employee.

B. Provisions

1. The costs of the course will be initially paid by the employee.
2. To receive reimbursement, the employee must, within sixty (60) calendar days after published course completion date, provide the Human Resources Department with itemized receipts of tuition, books and evidence of satisfactory completion of courses taken from the educational institution.
3. The educational institution must be accredited by an accreditation agency recognized by the United States Department of Education.
4. The Human Resources Department shall forward the documentation provided by the employee to the Director of Financial Management for payment.
5. Administrative operating procedures as determined by the Director of Human Resources for this policy shall be applicable. Procedures may be amended by the Director of Human Resources from time to time as appropriate.

C. Limitations

1. The City shall limit tuition reimbursement as follows:
 - a. Employees will be reimbursed 100% of tuition and books. Other required materials will be paid for by the employee.
 - b. Tuition reimbursement shall not exceed \$175* per course credit for undergraduate courses and \$300* per course credit for graduate courses. (*Does not include cost of books.)
2. A passing grade of "C" or its equivalent is required for the employee to be reimbursed.

3. All tuition reimbursements will be **subject to taxation** per applicable Federal law.
4. Termination of employment, for any reason, prior to completion of course will make the employee ineligible for reimbursement.
5. Should an employee terminate from the City within one year after the most recent published course completion date, the City will deduct from the employee's final paycheck the full tuition reimbursement.

ARTICLE 29 ADMINISTRATIVE POLICY 06.04.01.01 PREMIUMS – RETIREES AND DISABLED EMPLOYEES
--

To specify situations where health insurance benefits will be provided to former employees and at what premiums those benefits will be provided. In the event of disability, income replacement is available to employees through the City's long term disability insurance policy, City of Coral Springs Police Pension Plan and/or Social Security. Employees should consult specific plan documents or policies for eligibility criteria.

DEFINITIONS

1. Regular Full-Time Employee: An individual occupying a budgeted position and scheduled to work a regular forty (40) hour work week.
2. Regular Retired Employee: A former regular full-time employee who meets the criteria for retirement as specified in the City retirement plan in which the employee is a member.
3. Service Incurred Disabled Employee: A regular full-time employee who qualifies for permanent or long-term disability under the City's long-term disability insurance policy or through the Police Officer's Pension Plan as a result of an occupational accident or as defined by Worker's Compensation parameters, while in the performance of duties for the City.
4. Non-Service Incurred Disabled Employee: A regular full-time employee who qualifies for permanent or long-term disability under the City's long-term disability insurance policy, except as defined in section 3, Service Incurred Disabled Employee.
5. Dependent Family: The immediate family, defined as spouse and/or children, covered on the city's health plan on the date of an employee's retirement or disability.
6. COBRA: The Consolidated Omnibus Reconciliation Act of 1985. This Act requires that a group health plan offer continuation coverage to people who would otherwise lose coverage as a result of certain events. These events include, among other events, termination of employment due to death or disability.

POLICY

1. Retiree health insurance shall be available to regular full-time employees retiring from continuous service to the City and their dependent family at the following rates:
 - 1) PPO - 100% of the premium costs associated with health insurance coverage;
 - 2) HMO - 50% of the premium costs associated with health insurance coverage.

The above rates are in effect until the retiree reaches the age of medicare eligibility. After reaching medicare eligibility, the retiree may continue City health insurance as a Medicare supplemental policy, paying 100% of the premium costs associated with health insurance coverage.

If a retiree resides outside of a 50 mile radius of a participating HMO, the dollar amount of the HMO discount will be applied to the PPO premium.

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

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

The family of a retiree who dies and who is on the City's health plan at the time of death, will be offered COBRA, as required by law. If the retiree's eligible survivor(s) elect COBRA coverage, the City will subsidize the COBRA premium for a period of up to six months, so that the COBRA premium equals the amount the retiree was paying prior to his or her death.

2. Service Incurred Disabled Employees and Dependent Family will be permitted to continue their health insurance coverage with the City at active employee premium rates until the employee is entitled to receive Medicare benefits. Upon Medicare eligibility, the service incurred disabled employee will be treated as a retiree (see Policy section 1). This coverage will remain in force for so long as the long term disability carrier continues to pay disability income benefits.
3. Non-Service Incurred Disabled Employees and Dependent Family will be permitted to continue their health insurance coverage, as provided by law, under COBRA.
4. Life insurance and long-term disability coverage provided by the City will be

discontinued upon retirement or disability. However, life insurance, long term disability and other coverages, if any, may be continued by the employee at his sole cost if permitted by the carrier. Information about these policies will be available through the Human Resources Department.

5. In the case of employee death, other than resulting from service incurred injury, the Dependent Family, if covered on the health plan, will have health insurance coverage sponsored by the city at active employee rates for thirty (30) days following the death. After thirty (30) days, the family will be permitted to continue their health insurance as provided by law, under COBRA.

In case of employee death resulting from service incurred injury, the Dependent Family will remain eligible for health coverage in the same fashion set forth in paragraph 2 of the Policy for Service Incurred Disabled Employees. This coverage will continue for the surviving spouse until such time as the surviving spouse is eligible for other coverage through an employer, re-marries or reaches the age of medicare eligibility. This coverage will continue, at active employee rates, for dependent children for so long as they remain eligible for coverage under the City's health plan.

PROCEDURES

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

ARTICLE 30 ADMINISTRATIVE POLICY 06.11.08 EMPLOYEE GAINSHARING PROGRAM

The Employee Gainsharing Program is an integral part of the City's Total Quality Management Program. Its purpose is to encourage employees and teams of employees to think creatively and improve processes thereby ultimately reducing City expenditures and passing the resulting cost savings to taxpayers and other customers.

ELIGIBILITY

All full-time and part-time, both regular and temporary status, employees are eligible for awards under this program. The eligible employee must be employed by the City on the date awards are announced in order to receive the award.

PROVISIONS

The Employee Gainsharing Program will consist of three (3) distinct programs which will be administered by the Human Resources Department:

A. INSTANT EMPLOYEE RECOGNITION

Instant recognition awards are available for employees exhibiting excellent customer service, initiative and creativity. These awards have a value ranging from \$10 to \$100 and are available by requisition to Human Resources. These items are awarded immediately at the discretion of the work unit supervisor.

B. DEPARTMENTAL PERCENTAGE OF BUDGET RETENTION PROGRAM

- (1) A fund will be established annually totaling ten percent (10%) of the City-Wide Net Favorable Variance each fiscal year. This award shall be rolled over into the next fiscal year budget. The amount to be awarded will be determined after the completion of the annual outside audit. The roll over amount will be appropriated from unappropriated fund balance by March 1 of each year. Unused amounts awarded may carry over from year to year at the discretion of the City Manager.
- (2) A committee representing Department Directors and the City Manager shall make recommendations on how the roll over funds are spent. Funds should be used for: new or upgraded equipment, accelerating planned capital purchases, new programs or enhanced services. Funds cannot be used for hiring of regular full-time employees. Final approval of expenditures shall be made by the City Manager.

C. CITY-WIDE PERCENTAGE OF BUDGET EMPLOYEE AWARD PROGRAM

- (1) Each employee will receive a pro-rata share of 10% of City-Wide Net Favorable Variance each fiscal year. The amount of the award shall be determined and announced by the Director of Financial Management after the completion of the annual outside audit, typically by March 1.
- (2) No amounts will be awarded in fiscal years where a City-Wide Net Favorable Variance is not achieved.
- (3) The pro-rata share will be determined as follows:
 - a. All full-time regular employees employed as of October 1 of the previous fiscal year will be allotted one share.
 - b. All full-time regular employees employed after October 1 and prior to September 30 of the previous fiscal year will receive .5 share.
 - c. All full-time temporary and part-time regular or temporary employees who worked over 1,040 hours in the previous fiscal year will receive .5 share.
 - d. The total amount available for award will be divided by the number of shares in order to determine the amount of the award.

- e. The dollar amount awarded per share shall not exceed \$750.00.

DEFINITIONS

City-Wide Net Favorable Variance: The difference between actual City revenues/expenditures and adopted budget City revenues/expenditures for the fiscal year ended September 30.

The following revenues and expenses are exempt from this program:

- Capital expenditures;
- Water and Sewer Fund - water, waste water and standby revenues, impact fee revenue, interest income and non-operating expenses.
- Revenue and expenditures from Special Revenue and Debt Service Funds
- Inter-fund Transfers.
- Non-departmental revenues and expenditures; and
- Self Insurance Funds - Property and Casualty revenues and expenses.

PROCEDURES

- (1) Funding for the awards program will be appropriated annually in the budget.
- (2) Awards will be presented at an appropriate ceremony. In addition, employees receiving awards may be recognized in internal and external City publications.
- (3) All amounts paid to employees as a result of this policy are subject to applicable taxes.
- (4) This policy may be amended or cancelled by the City at any time. No part of this policy shall be interpreted to create a prevailing right for any employee. No part of this policy or awards given pursuant to this policy are subject to grievances under City policy or union contracts.

ARTICLE 31 PERSONAL EFFECTS
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Section 1: This Article will govern and limit the City's obligation to replace, or reimburse unit personnel for the loss of or damage to, personal property or effects.

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

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

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

- A. Authorized weapon or leather. The City may choose to replace the actual make

and model lost or damaged, or to reimburse the officer for its value.

- B. Buck knife, handcuffs, speed loaders, auto magazines. The item is to be repaired or replaced, at the City's choice, at actual cost of repair or replacement.
- C. Eyeglasses or contact lenses. Prescription eyeglasses or contact lenses are to be repaired, if feasible, or replaced, at the City's option, at actual cost of repair or replacement. The City will pay up to fifteen dollars to repair or replace sunglasses.
- D. Jewelry. The City will not pay for the repair or replacement of any jewelry other than one watch or one watchband, at a cost of not more than \$40.00 for a watch or \$15.00 for a watchband. Repair or replacement is to be at the City's option.
- E. Clothing. No reimbursement for repair or replacement will be made to employees drawing a clothing allowance. Employees who are authorized to wear civilian clothing while on duty and who do not draw a clothing allowance for same will be compensated for the following items at the following rates:
 - 1. Trousers/skirts - not to exceed \$17.00
 - 2. Shirts/blouses - not to exceed \$15.00
 - 3. Jackets/sweaters - not to exceed \$20.00
 - 4. Other clothing will be department-issued uniforms.
- F. Dive Equipment. Authorized dive equipment that has not been issued by the City will be repaired at actual cost. If replacement in the judgment of the City is warranted, the cost limit will be \$100.00 per item.
- G. The City will not reimburse employees for repair or replacement of any items of personal property or personal property or personal effects except as stated above, unless the item lost or damages was being used at the time while on duty and in the line of duty and was so used pursuant to specific prior written approval from the Chief of Police, which approval must be on file in the department at the time when a request for reimbursement is made. In such cases, reimbursement will be for actual cost of repair, replacement or substitute of equal quality, at the City's option.
- H. The terms "loss" and "damage" do not include ordinary wear and tear.
- I. In all cases, the City shall have the option, when repair is not feasible, to reimburse the officer for the value of the item rather than the cost of replacement, or to pay for a substitute item of equal and greater value if for any reason the City determines that replacement of the actual make or model is not feasible.

Section 5: Procedure for Reimbursement

- A. Within twenty-four (24) hours of the date of loss or damage, or within twenty four (24) hours of the date when the officer if disabled, becomes able to do so, the

officer must file an Incident Report stating the facts related to the loss or damage. The report must be approved by the officer's immediate supervisor.

- B. The requesting employee will submit in writing a request for reimbursement for the stated loss or damage.
- C. The report and request will be forwarded through the chain of command to the Risk Management Coordinator for processing.
- D. Upon completion of processing, the requesting employee will be issued a check for the amount required by this Article.
- E. The requesting employee will be responsible for purchasing the replacement item or having the damaged item repaired, and to forward receipts for same to the Risk Management Coordinator.

ARTICLE 32 GRIEVANCE PROCEDURE

Section 1: Purpose. This procedure is provided for the sole and only purpose of enforcing the provisions of this Agreement.

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

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

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

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

- A. It is presented in writing.
- B. It is dated and the Grievant or Grievants named.
- C. It states whether the Grievant is proceeding without the intervention or assistance of the F.O.P.

- D. It makes reference to the specific provision(s) of this Agreement that the Grievant claims the City has violated.
- E. It contains a reasonably complete statement of the facts of the matter, as the Grievant contends them to be and states the remedy sought.
- F. It is presented to the proper City representative within the time limit provided at the appropriate step of the grievance procedure.

Section 6: Grieving Without F.O.P. Assistance. The right of each unit employee to present and process grievances without the assistance or intervention of the F.O.P. If the employee processes his/her own grievance, its resolution shall not be inconsistent with the terms of this Agreement, and the F.O.P. shall be afforded the right to have a representative present at any grievance meetings. The F.O.P. does not have the obligation to process grievances of non-members.

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

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

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

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

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

Section 12: Procedure Step 1. The written grievance, prepared in compliance with this Article, shall be presented to the employee's immediate supervisor within seven (7) calendar days from and after the date when the act or omission to be grieved occurred, or from and after the date when the grievant, in the use of reasonable diligence, should have become aware of the occurrence. A written answer will be provided, by notation on the grievance document, or separately, within ten (10) calendar days after the supervisor receives the grievance. A simple notation such as "granted" or "denied" will be sufficient if the supervisor considers that no explanation is needed. Step 2. If the employee is not satisfied with the Step 1 answer, he/she shall be entitled to present the grievance to the Chief of Police, or his/her designee, within seven (7) calendar days from and after the date when he/she

receives the Step 1 answer. The Chief of Police or designee will provide a written answer within ten (10) calendar days after receipt of the grievance. Step 3. If the employee is not satisfied with the Step 2 answer, he/she shall be entitled to present the grievance to the City Manager or his/her designee within seven (7) calendar days after receipt of the Step 2 answer. The City Manager or designee will provide a written answer within ten (10) calendar days after receipt of the grievance.

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

Section 14: Time for Investigating, Processing Grievances. Employees are to investigate, process and otherwise deal with grievances and arbitrations on the off-duty time of all personnel involved, except when and as the Chief of Police expressly agrees to the use of on-duty time in a specific instance.

ARTICLE 33 ARBITRATION

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

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

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

Section 4: Selection Procedure. Within fifteen (15) calendar days after receipt of the list of arbitrators unless extended by mutual consent, the parties or their representatives shall, in a meeting or by telephone, alternately strike one name at a time from the list, with the first strike being determined by coin-flips until only one name remains, and that arbitrator shall be selected to hear the case. Each side has the right to reject one full list within fifteen (15) days after receipt of the list.

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

- A. No arbitrator shall have before him/her at any time more than one case involving this Agreement without voluntary consent of both parties.
- B. The arbitrator shall use his/her best reasonable efforts to accommodate the parties' requests concerning hearing dates, times and places, due to operational considerations.

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

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

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

ARTICLE 34 PHYSICAL AND MENTAL FITNESS

Section 1: Agreed Objective. The parties agree and mutually recognize the importance of continuing physical and mental fitness for law enforcement officers.

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

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

Section 4: The City shall be entitled to be fully informed with regard to all tests or examinations referred to in this Article, and the officer agrees to sign any release or authorization that the examiner may require for this purpose. Upon request, the City shall grant the tested officer access to read the report. The tested officer may make a written request to receive a copy of the report, however, the City is under no obligation to comply with such request.

Section 5: Expedited Arbitration.

- A. Request Time Limit. Within twenty-four (24) hours after a superior officer's

request, under Section 3 or Section 4 of this Article, for an examination, the officer to be examined shall be entitled to request, in writing, an expedited determination of his/her objections to the examination by a mutually agreed upon outside party to hear and determine such disputes under this Article. Absent such a timely, written request, the officer will report for the examination as scheduled.

- B. **Earliest Practicable Hearing.** Upon being so notified by the Union or the City, the mutually agreed upon outside party will hear the matter as soon as possible and in any event within one calendar week from and after the date when the officer's request is presented to the City. Any delay beyond a week will require the consent of the City, the Union and the officer involved.
- C. **Informal Hearing.** This expedited arbitration is separate from and independent of any other arbitration procedure referred to in this Agreement. It shall not be subject to any federal or state statute or act governing arbitrations. There shall be no notice or time requirements or allowances other than as provided in this Article itself, or by the arbitrator in his/her discretion. The arbitrator is authorized to set and conduct an informal and expedited hearing and to decide all questions of procedure.
- D. **Issue.** The expedited hearing shall be limited to the issue whether there are objective considerations upon which the superior officer could have a reasonable belief that there is a legitimate concern as to the officer's physical or mental fitness for duty.
- E. **Decision.** The agreed upon outside party shall state his/her decision at the conclusion of the hearing.
- F. **Appeal or Suit To Vacate.** If the agreed upon outside party rules in the City's favor, the officer will report for and undergo the requested examination as scheduled, regardless of any appeal or legal action to reverse, modify or vacate the arbitrator's decision.

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

ARTICLE 35 CHEMICAL DRUG TESTING

Section 1: The City of Coral Springs, the Coral Springs Police Department and FOP have the responsibility to provide the community with the highest level of police services and to ensure that its employees have the physical and mental abilities to perform their assigned duties. Therefore, in order to insure the integrity of the department and to preserve the public trust and confidence, this Article implements the policies and procedures for random drug-testing of members.

Section 2:

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

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

- A. Sworn Employee - Those employees who have been formally vested with full law enforcement powers and authority.
- B. Supervisor - Those sworn employees assigned to a position having day-to-day responsibility for supervising subordinates, or who are responsible for commanding a work element.
- C. Drug Test or test - Means any initial screening test utilizing a sensitive, rapid, and reliable procedure using an immunoassay procedure; and/or any confirmation test using gas chromatography/mass spectrometry.
- D. Random - Means unannounced drug testing. If less than 5% of those tested are positive in any year of the contract, then approximately 25% of members will be tested the following year. If 5% or more of those tested are positive in any year, then approximately 50% of members will be tested in the following year. Members will be selected using a computer generated random selection process based on members social security number. Selection will be conducted by the Selection Agent and witnessed by the Drug Testing Coordinator and a representative of FOP (Lodge President or designee). Each member has an equal chance of being selected each time, regardless of prior selection.
- E. The Selection Agent will conduct the selection process. After the Selection Agent has accessed the computer program and conducted the process, a printout will be made of each random selection process. The selection printout will be signed by the

Selection Agent and faxed immediately to the Drug Testing Coordinator for member notifications. The Drug Testing Coordinator and FOP Representative will also sign the document for the record.

- F. Selection Agent - The City Human Resources Director or designee who will select candidates for random drug testing by using a computer generated random selection process that is based upon the social security numbers of all sworn police Law Enforcement Officers (FOP II Collective Bargaining Agreement members).
- G. Medical Review Officer (MRO) - A licensed physician with knowledge of substance abuse disorders and training to interpret and evaluate positive results with prescriptive or other relevant medical information.
- H. Drug - Any amphetamines, cannabinoids, cocaine, phencyclidine (PCP), or opiates, or a metabolite of any of these substances for the D.O.T. 5 panel test.
- I. Positive test - Means the results of a confirmation test reported through a medical review officer finding the presence of drug(s) in one's body.
- J. Specimens - Urine will be used for the initial and confirmation testing for all drugs.
- K. Chain of Custody - Refers to the methodology of tracking specified materials or substances for the purpose of maintaining control and accountability from initial collection to final disposition for all such materials or substances and providing for accountability at each stage in handling, testing, and storing specimens and reporting test results.
- L. Initial Drug Test - Means the first test which is used as a screen to identify negative and presumptive positive specimens. The initial test for all drugs shall be a sensitive and reliable Food and Drug Administration (FDA) approved immunoassay procedure.
- M. Confirmation Test - A second analytical procedure (gas chromatography/gas spectrometry) used to identify the presence of a specific drug or metabolite in a specimen, which test must be different in scientific principle from that of the initial test procedure and must be capable of providing requisite specificity, sensitivity, and quantitative accuracy.
- N. Prescription or Nonprescription Medication - Means a drug or medication obtained pursuant to a prescription as defined by s. 893.02 or a medication that is authorized pursuant to a federal or state law for general distribution and use without a prescription in the treatment of human diseases, ailments, or injuries.
- O. Threshold Detection Level - Means the level at which the presence of a drug or alcohol can be reasonably expected to be detected by an initial and a confirmatory test performed by a laboratory that meets standards established herein. The threshold detection level indicates the level at which valued conclusion can be drawn that the drug or alcohol is present in the employee's sample.

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

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

- A. The City will randomly test all sworn Law Enforcement Officers (FOP II Collective Bargaining Agreement members) by using a computer generated random selection process that is based upon the social security numbers of all sworn Law Enforcement Officers (FOP II Collective Bargaining Agreement members). All drug testing performed on individuals will be in compliance with established procedures in this article. These include the use of special testing forms, trained personnel, and special processes and handling to ensure the integrity and accuracy of the testing process. Upon selection, members will be provided additional security seals that they may elect to utilize when providing their specimen. The use of the additional seal is solely at the discretion of the member. Failure to utilize additional seals shall not be a cause to negate a positive test.
- B. Drug-testing includes taking urine samples which are sent to federally certified testing laboratories which are agreed on by the City and FOP to test for the presence of drugs as detailed in Section 3. Positive test results will be reviewed by a Medical Review Officer (MRO), to determine if the individual has a legitimate medical explanation for a positive test result. When an initial urine test indicates a positive test result for a drug, a confirmation test will be conducted using the same sample to confirm the results of the first test. These test(s) are conducted at the expense of the City of Coral Springs. The Coral Springs Police Department and the City Of Coral Springs will not be notified in the case of a positive result until and unless the confirmation test also proves positive.
- C. All positive initial tests shall be confirmed using gas chromatography/mass spectrometry (GC/MS).
- D. Laboratories provide the designated Medical Review Officer (MRO) with any confirmed positive results; the MRO contacts the tested employee to obtain a confidential explanation of any positive results which must be supplied within 5 work days. The MRO then makes a determination and reports either pass or fail results to the Drug-Testing Coordinator. The Drug-Testing Coordinator will notify a FOP representative of all test results, both positive and negative. An MRO can require an additional drug test on the initial specimen if the initial screening is deemed scientifically unsatisfactory.
- E. Specimens will be analyzed by a highly qualified independent laboratory agreed on by the City and FOP and approved by the Florida's Agency for Health Care Administration. Collection sites, which are agreed on by both the City and FOP, will have all the necessary elements to ensure collection, security, chain of custody, temporary storage, and transportation of specimens to approved laboratories. Laboratories used are to be licensed and approved in accordance with federal and state laws. Quality control and chain of custody procedures are to ensure the integrity of drug tests.

- F. At the time of notification the member will report without delay to the collection site. Members selected who are off duty will report within three hours after the start of their next shift to the collection site. If the collection site is not open during a selected member's shift, the member will report within three hours after the opening of the collection site. A member on authorized leave who is scheduled to return within two days when selected will be required to report for testing on the day he or she returns to duty. A member on authorized leave who is not scheduled to return within two days when selected will not be required to report for testing. Members will be compensated, including overtime if applicable, for time spent complying with this article.
- G. Personnel authorized to administer drug tests shall require picture identification from each member to be tested before they enter the testing area.
- H. The bathroom facility of the testing area shall provide privacy to the member.
- I. Where the employee appears unable or incapable to give a specimen at the time of the test, testing personnel shall document the circumstances on the drug-test report form. The employee shall be permitted no more than four (4) hours to give a sample, during which time he/she shall remain in the testing area, under observation. Reasonable amounts of water may be given to the employee to encourage urination. A member who does not submit a sample within the 4 hour time frame will be required to provide the city with a physicians statement explaining the conditions that would medically prevent the providing of a sample. If no physician statement is provided, the member shall be considered to have refused to submit to a drug test.
- J. When there is a reason to believe that the employee may have altered or substituted the specimen to be provided, a second specimen shall be obtained immediately. Any alteration in the second specimen shall result in an automatic positive drug test.
- K. The designated collection site will have a consent form which must be signed by the employee; listings of the common and chemical names of drugs tested and drugs that may affect test results. Employees with technical questions regarding medications may consult with the MRO. Information provided by the individual is maintained in confidence by the testing provider.

Section 5:

- A. In addition to random testing, the City shall retain the right to require any member to undergo chemical drug testing any time based on a reasonable suspicion that the unit member is under the influence of controlled substance(s) or drug(s). A finding of reasonable suspicion shall be based upon the opinions of at least two members of the Coral Springs Police Department.
- B. An opinion that a unit member is under the influence of drugs may be based on any or a combination of the following:
 - 1. Facts, and/or inferences reasonably drawn, those facts in light of experience,

which would lead a reasonably prudent person to suspect that the officer is under the influence of drugs.

2. The officer's possession of suspected illegal drugs or drug paraphernalia, or the presence of suspected illegal drugs or paraphernalia in an area or vehicle controlled or used exclusively by the officer, other than in the line of duty, and which the officer fails to explain in a voluntary statement to the satisfaction of the department. The discovery of such drugs or paraphernalia in an area or vehicle controlled or used by the officer and others may serve as a basis for reasonable suspicion when the others offer or voluntarily agree to be tested and the officer refuses.
- C. In those circumstances where testing is required pursuant to this section each of the two persons providing the required opinion shall complete the parts of the Areas of Observation Form that are applicable, using the Additional Comments section where the opinion is based in whole or in part on factors other than those specified in the form.
- D. All procedures and disciplinary actions set forth in this article shall apply to reasonable suspicion testing as well as random testing.

Section 6: Testing Methodology.

- A. Testing shall be conducted in a manner to assure the highest degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been certified by the U.S. Department of Health and Human Services (DHHS) or the AHCA. All testing will be conducted with procedures set forth in Chapter 38-F9, "Drug-Free Workplace Standards", of the Florida Administrative Code, as amended.
- B. The testing or processing phase shall consist of a two-step procedure; an initial drug screening test and a confirmation test. In order to ensure the reliability and integrity of the testing process, the laboratory shall verify, with regard to urine sample analysis that: each urine sample was screened by either an enzyme immunoassay or radio immunoassay testing method or an equally scientifically rigorous screening method. The immunoassay screen employed must, at minimum, test for the presence of the following controlled substances or classes of controlled substances or their metabolites and be capable of detection at the following minimum levels:

<u>Substance:</u>	<u>Initial Test - Nanograms per Milliliter</u>
Amphetamines (illicit)	1,000
Cannabis or Cannabinoids (illegal)	100
Cocaine (illegal)	300
Opiates (illicit, illegal)	300
Phencyclidine (PCP) (illegal)	25

Concentrations of a drug at or above the following levels shall be considered a

positive test result when performing a confirmatory GC/MS test on a urine specimen that tested positive using a technologically different initial screening method:

<u>Substance:</u>	<u>Confirmation Test - Nanograms per Milliliter</u>
Amphetamines (illicit)	500
Cannabis or Cannabinoids (illegal)	15
Cocaine (illegal)	150
Opiates (illicit, illegal)	300
Phencyclidine (PCP) (illegal)	25

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

- C. All testing results for prohibited drugs must be verified by the Medical Review Officer (MRO).
- D. Any member may request that a representative accompany him/her to the collection site. A reasonable period of time, not to exceed one hour, will be allowed to provide time for FOP representative to be present. The absence of such representation does not, by itself, negate or mitigate the requirement to provide specimens for required drug-testing.
- E. State drug-free workplace standards as set forth in Chapter 38-F9, Florida Administrative Code regarding procedural controls and accounting mechanisms imposed upon the collection site, processing laboratory, the MRO, and the City with respect to testing for prohibited drugs will be followed. These procedures require the use of tamper-proof specimen containers for urine samples, employee certification of specimen "ownership", use of chain-of-custody documentation, regimented quality control standards, blind samples (for urine testing), equipment calibration testing, and specific certification and training standards. Only confirmed positive test results will be used as evidence of prohibited drug use or misuse. Testing which does not follow State Standards must be invalidated or "canceled", and reported as a negative result.
- F. Split Sample:
 - 1. At the time a drug test is administered, a sufficient sample will be collected so that the sample may be split into two separately marked, sealed containers. All protocols regarding identification of the sample and chain of custody will be observed.
 - 2. When an initial urine test indicates a positive test result for a drug pursuant to this policy, a confirmation test will be conducted using the same sample to confirm the results of the first test. These test(s) are conducted at the expense of the City of Coral Springs. The Coral Springs Police Department and the City Of Coral Springs will not

be notified in the case of a positive result until and unless the confirmation test also proves positive.

3. In the event the initial drug test of the first sample yields a positive test result for a drug pursuant to this policy, the employee, at his own expense, may elect to have the second or split sample tested at a federal/state certified hospital or laboratory of the employee's choice. The testing methodology shall be equal to or better than the methodology used on the initial test and the same threshold for a positive result shall be used. Chain of custody protocols shall be followed to ensure the integrity of the testing.

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

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

Section 8: Timeline.

- A. Within five (5) working days from receipt of the positive confirmed test results from the MRO, the City informs the member in writing of the positive (failed) results, furnishes a copy of the specific positive (failed) results, the consequences of the results, and options available; the tested member has five (5) working days to provide a written response explaining or contesting the results, and why a violation of this policy has not occurred. Within fifteen (15) days from receipt of response, the City provides a written response to the tested employee explaining whether the submitted explanation is satisfactory. A final decision regarding employment status, in accordance with this Article, is then rendered by the City.
- B. Members with a positive confirmed test result for illegal drugs will be subject to discipline up to and including termination. If a member has been suspended for a positive (failed) test result, and has suffered any loss including pay, time accrual or pension benefits, and the member's explanation is later deemed satisfactory by the City or through an arbitration process as set forth in Article 33, then upon return to normal employment status, that member will be made whole in regard to those items.
- C. Members with a positive confirmed test result for illicit drugs will be subject to suspension without pay for up to 15 days, will be required to pass a drug test prior to returning to work, will be subject to 2 years of follow up testing and will be required to abide by a treatment plan prescribed by the City's Employee Assistance Plan Provider. Failure to abide by the prescribed treatment plan will be grounds for discipline up to and including termination.
- D. Members with a second positive confirmed (not including any testing requested on a split sample) test result (either through follow-up or random testing) for illicit drugs will be subject to discipline up to and including termination.

- E. Members who voluntarily enter rehabilitation programs or EAP's for drug related problems are required to submit to follow up drug testing utilizing the D.O.T. 5 panel guidelines as evidence of successful participation in such programs. Follow up drug testing shall occur without notice to the member at least once in the first and second years after completing the prescribed program. Members must pass a drug test prior to returning to duty after treatment at a substance abuse or rehabilitation center.

Section 9: Chain of Evidence-storage.

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

Section 10: Voluntary Participation in EAP or Rehabilitation.

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

Section 11: - Records of Drug Test Results.

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

Section 12: - Refusal.

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

ARTICLE 36 ALCOHOL TESTING

It is the intent of the City and FOP to establish provisions for the implementation of a drug free work place policy in accordance with the Florida Statute 440 and Florida Administrative Code 38-F9. The purpose of this Article and Article 35 is to define the specific circumstances under which the use of drug and alcohol testing will be used by the City. The purpose of this Article and the previous Article is to deter the use of drugs and alcohol testing by the City of certain employees under certain employees under specific conditions. To the extent that the following provisions conflict with the City's city-wide drug free work place policy the provisions of the Agreement will prevail. To the extent that the provisions of this Agreement conflict with Florida Statute 440 of Florida Administrative Code 38-F9 and then, only to the extent that such conflict negates the benefits of establishing a drug free work place policy, the parties agree that they will meet to resolve any such conflict in a manner which permits full implementation of the benefits of Florida Statute 440.

Section 1: Unit members shall not report for duty or use City equipment while under

the influence of alcohol, nor shall a unit member consume alcohol while on duty. The sole exception is that an officer may consume alcohol on duty where specifically authorized to do so as being necessary to a duty assignment.

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

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

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

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

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

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

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

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

**ARTICLE 37
PROBATIONARY PERIOD**

All newly appointed bargaining unit members shall be considered probationary for a period of twelve (12) months, with the City maintaining the sole discretion of extending the probation an additional six (6) months during which time they shall be subject to demotion without the City being required to state a reason, and they shall not have access to the grievance or arbitration procedures of this contract with regard to demotion, or for any purpose other than the enforcement of rights granted to them by this Agreement.

**ARTICLE 38
PROTECTIVE VESTS**

Section 1: The parties take note of the City's past practice of issuing a maximum concealment protective vest to every certified officer when entering upon employment. The City agrees to continue this practice during the term of this Agreement. Since the vest is not considered a part of the uniform, and does not affect the officer's clothing allowance, the City retains the right to select a quality vest, meeting a minimum of "Class II A" specifications which is to be issued from time to time.

Section 2: The wearing of the issued vest while on duty is optional, except for special high risk operations, as determined by the superior officer.

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

**ARTICLE 39
DEATH IN THE LINE OF DUTY**

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

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

**ARTICLE 40
LAYOFF AND RECALL**

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

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

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

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

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

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

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

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

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

- A. Keep the City continuously informed of their current complete residence address, current complete mailing address if not the residence address, and a current telephone number where the employee can be reached in person or by leaving a message within a period of five (5) consecutive calendar days.
- B. Be available to return to work as scheduled within fourteen (14) calendar days after receipt of notice to return, unless temporarily disabled, in which event the officer shall remain on layoff status, subject to Section 7 during the period of continuous temporary disability, but for a maximum period of six (6) months.
- C. Respond to any recall notice within a period of five (5) consecutive calendar days after the City leaves a message that the employee is being recalled with the employee or other party answering the telephone referred to in subparagraph A., or within ten (10) consecutive calendar days after the City mails a recall notice to the mailing address required in subparagraph A. above by certified mail, return receipt requested.
- D. Not give notice to retire or resign during the period of layoff.
- E. Not decline to return to work in accordance with any recall notice given.

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

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

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

Section 9: As an exception to the Section 3 definition of seniority, when an officer is retired, either normal, early or disability, and returns to employment as a sworn employee in the Department he/she will receive seniority credit for the time in retirement. This section does not, in and of itself, confer a right of re-employment upon any retiree.

**ARTICLE 41
DISCIPLINE AND DISCHARGE**

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

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

Section 3: Suspension, Demotion, or Termination. Prior to the imposition of any suspension, demotion or termination, the affected employee, after notice of the charges against him or her, shall have the opportunity, at his or option, to meet with the disciplining authority and the Director of Human Resources. At such a meeting, the affected employee shall have the right to be accompanied by an FOP representative and/or his or her attorney and shall have the right to present any evidence on the charges and/or to otherwise argue why the proposed disciplinary action shall not be taken. The presentation of evidence may be orally or in writing. The meeting shall be taped. After the imposition of discipline, the affected employee shall have the right to challenge the discipline per Article 32, the Grievance Procedure and Article 33 Arbitration. The grievance shall be filed at Step 3. The grievance and arbitration procedure shall be the exclusive procedure for challenging suspensions, demotions, or terminations of bargaining unit employees and no other City administrative procedures or policies shall apply to such challenge.

**ARTICLE 42
ZIPPER CLAUSE**

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

**ARTICLE 43
SEVERABILITY**

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

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

ARTICLE 44 DURATION AND RENEWAL
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Section 1: Term. This Agreement shall become effective as of midnight following its ratification by the City Commission or the unit employees, whichever occurs later, and it shall remain in full force and effect through October 18, 2009. Unless specifically provided for, no provisions of this contract will be retroactive.

Section 2: Renewal Negotiations. Negotiations may begin 120 days prior to the expiration of this agreement upon written notice from either party of a desire to negotiate, renew or terminate this agreement. Upon the giving of such notice, the parties agree to meet at reasonable times and places and seek to negotiate a renewal agreement, and there shall be no automatic renewal. The parties shall then proceed as provided by law.

IN WITNESS/WHEREOF, the parties have caused this agreement to be signed by their duly authorized representatives on this _____ day of _____, 2007.

MICHAEL S. LEVINSON, City Manager

NEGOTIATING TEAM FOR THE
CITY OF CORAL SPRINGS:

SUSAN L. GRANT,
Director of Human Resources

DUNCAN FOSTER, Chief of Police

TONY PUSTIZZI, Deputy Police Chief

MARK HAYDU, Deputy Police Chief

APPROVED AS TO FORM:

JOHN HEARN, Deputy City Attorney, Loss Prevention

THIS AGREEMENT APPROVED UPON ADOPTION BY RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CORAL SPRINGS ON THIS _____ DAY OF _____, 2007.

SCOTT J. BROOK, Mayor

ATTEST:

PETER RICHARDSON, CITY CLERK

DOUG WILLIAMS, President

NEGOTIATING TEAM FOR
FRATERNAL ORDER OF POLICE:

BRETT COLEMAN

HILTON GOSS

JIM EVEKER

AMY ALLEN

JOE MCHUGH

AREAS OF OBSERVATION FORM

EMPLOYEE NAME:	DATE:
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|--|--|
| <input type="checkbox"/>
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reasonable suspicion that the member is under the influence of alcohol
other : _____ |
|--|--|

COMMENTS:

SIGNATURE/DATE:	
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COMMENTS:

SIGNATURE/DATE:	
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