

**COLLECTIVE BARGAINING
AGREEMENT**

Between

The City of Coconut Creek

And

The Police Lieutenants' Unit

Represented By

The Broward County Police Benevolent Association

October 1, 2019 through September 30, 2022

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DEFINITIONS

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

1. City: the City of Coconut Creek.
2. Grievance: shall mean a dispute concerning the interpretation or application of this Agreement.
3. May: shall be interpreted as permissive.
4. Pay Period: the biweekly period determined by the City's payroll cycle.
5. Retirement Age: The normal and early retirement ages for those employees participating in the State of Florida Retirement System (FRS) shall be as established by the State of Florida. Any reference in this Agreement to retirement shall be as so designated above except for Articles or provisions that define specific requirements.
6. Shall: is to be interpreted as mandatory.
7. Termination: shall mean the discharge, dismissal, removal or otherwise permanent severance of employment from the City.
8. Union: shall mean Broward County Police Benevolent Association (PBA).
9. Workweek: means the number of hours regularly scheduled for a full-time employee to be worked during the seven (7) consecutive days defined by the City's payroll cycle. The term shall not mean a guarantee of any minimum number of hours per day or per week.

AGREEMENT

This Agreement is entered into this 1st day of October 2019, by and between the City of Coconut Creek, Florida, hereinafter referred to as the "City" and the Broward County Police Benevolent Association, hereinafter referred to as the "PBA" or "Union," for a bargaining unit consisting of the City's police lieutenants. It is the purpose of this Agreement to establish an orderly and peaceful procedure for the settlement of differences which might arise between the parties and to conclude collective bargaining in the determination of wages, hours, and other conditions of employment.

PREAMBLE

Whereas, it is recognized by the parties that the declared public policy of the State of Florida and the purpose of Part II, Chapter 447, Fla. Stats., is to provide statutory implementation of Section 6 Article 1 of the Constitution of the State of Florida, and to promote harmonious and cooperative relationships between City Government and its employees, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of City Government. It is the intent and purpose of this Agreement to assure a sound and mutually beneficial working and economic relationship between the parties hereto, to provide an orderly, prompt and peaceful means of resolving any misunderstandings or differences which may arise; and whereas, it is the intent of the parties to this Agreement set forth their entire Agreement with respect to matters within the scope of negotiations; Now, therefore, in consideration of the mutual covenants herein contained, the parties do agree as follows:

ARTICLE 1

RECOGNITION

1.1: Pursuant to and in accordance with all applicable provisions of Chapter 447, Fla. Stats., the City recognizes the PBA as the exclusive bargaining representatives for all employees in the Bargaining Unit.

1.2: The bargaining unit is defined by Florida Public Employee's Relations Commission Certification Number 1832, which states as follows:

Included: All sworn employees of the City of Coconut Creek within the classification of Police Lieutenant

Excluded: all sworn employees within the classifications of Police Officer, Police Trainee, Police Corporal, Police Sergeant, Police Captain, Deputy Chief of Police, and all non-sworn employees of the police department

ARTICLE 2

MANAGEMENT RIGHTS

- 2.1: The City has and will continue to retain the unilateral right to operate and manage its affairs in all respects; and the powers or authority which the City has not abridged, delegated or modified by the express provisions of this Agreement are retained by the City. The rights of the City, through its management officials, shall include, but shall not be limited to, the right:
- To manage and direct all employees of the City and the Police Department and determine the standards and qualifications therefore;
 - To hire, lay off, rehire, promote, transfer, schedule, assign and retain employees in positions with the City;
 - To suspend, demote, discharge or take other disciplinary action against employees for just cause;
 - To maintain the efficiency of the operations of the City and the Police Department;
 - To determine the structure and organization of City government, including the right to supervise, subcontract, expand, consolidate or merge any department and to alter, combine, or reduce any division thereof;
 - To determine the number of all employees who shall be employed by the City, the job make up, activities, assignments and the number of hours and shifts to be worked per week including starting and quitting time of all employees subject to Article 13;
 - To determine the number, types, and grades of positions or employees assigned to an organizational unit, department or project, and the right to alter, combine, reduce, expand, or cease any position;
 - To determine internal security practices;
 - Control the use of equipment and property of the City;
 - Fill any job on an emergency basis;
 - Formulate and implement department policy, rules and regulations; and
 - Introduce new or improved services, maintenance procedures, materials, facilities and equipment, and to have complete authority to exercise those rights and powers incidental thereto, including the right to make unilateral changes when necessary.
- 2.2: If the City fails to exercise any one or more of the above functions from time to time, it shall not be deemed a waiver of the City's right to exercise any or all of such functions.
- 2.3: Any management rights, powers or privileges of the City not expressly modified or restricted by a specific provision of this Agreement shall remain with the City and shall not be subject to the grievance or arbitration procedure contained herein. This provision shall not affect the Union's right to grieve and/or arbitrate the application of any of the above mentioned management rights.

ARTICLE 3

WORK STOPPAGES

- 3.1: The parties to this Agreement agree that there shall be no strike, walkout, or slowdown or other concerted activity prohibited by law, promoted or instigated by the PBA, its officers or its membership. No employee shall refuse to report for duty or to perform assigned duties because of any demonstration or pickets by any organization.
- 3.2: The City agrees not to engage in any lock-out or subcontracting for the purposes of inducing concessions or otherwise preventing the fair and complete operation of this Agreement.
- 3.3: Nothing in this Agreement shall prevent the employee organization from engaging in lawful informational picketing.

ARTICLE 4

PBA BUSINESS AND REPRESENTATION

4.1: PBA and City Representation

- A. The City shall be represented by the City Manager, or a person or persons designated by the City Manager. The City Manager or his/her designated representative(s) shall have full authority to conclude an agreement on behalf of the City, subject to ratification by the City Commission.
- B. It is understood that the designated representative(s) of the City are the official representatives for the purpose of negotiating with the Union. Any negotiations entered into with persons other than those defined herein, regardless of their position or association with the City, shall be deemed unauthorized and shall have no weight or authority in committing or in any way obligating the City.

4.2: PBA Business

- A. The President of the Broward County PBA and/or the persons designated by said President shall have full authority to conclude an Agreement on behalf of the Union, subject to a ratification vote of the members of the Bargaining Unit. It is understood that the Union President and/or his/her designee is the official representative of the Union for the purpose of negotiating with the City. Negotiations entered into with persons other than those as defined herein, regardless of their position or association with the Union, shall be deemed unauthorized and shall have no weight or authority in committing or in any way obligating the Union.
- B. One (1) PBA City Employee Representative, who shall be a member of the Bargaining Unit, shall be permitted to attend negotiating sessions while on duty with no loss of pay or benefits provided that the Chief of Police is notified at least twenty-four (24) hours in advance of such sessions of the name of the individual.
- C. One (1) employee designated by the PBA covered by this Agreement who is a member of the Bargaining Unit, shall be permitted time off from regular assignment to attend meetings that are scheduled by the Bargaining Agent. Such time shall be taken from the "time pool" created in this Article, and shall be with the permission of the Chief of Police, which will not be unreasonably denied or withheld.
- D. PBA Time Pool: The City agrees to establish a PBA "time pool." The "time pool" may be used by the PBA representatives and members for attendance at PBA related functions such as state or local conferences, conventions, board meetings, legislative activities, educational seminars, or such other purposes as agreed upon between the PBA and the Chief of Police. The time pool may also

be used by members for medical appointments related to on-the-job injuries/illnesses once the Occupational Disability Leave (ODL) benefit has been exhausted, provided that the PBA may implement a per member and/or per year cap on the time pool being used as an ODL supplement and is responsible for tracking any established limits. The use of the “time pool” is subject to the prior approval of the Chief of Police, but said approval shall not be unreasonably denied or withheld. Each bargaining unit employee shall fund three (3) hours per year to the “time pool” from accrued vacation leave. All unused time in the “time pool” shall be carried over year to year, and unused leave “time pool” shall have no cash value.

ARTICLE 5

POLITICAL ACTIVITY

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

ARTICLE 6

DUES DEDUCTION

- 6.1: The City agrees to deduct Union membership dues, if any, in the amount established by the PBA as certified in writing by the PBA President, to the City from the pay of those employees in the bargaining unit who individually make such request to the City on a written checkoff authorization form provided to the City. Such deduction will be made by the City beginning with the first full pay period following receipt of the form. Any further assessment or increase in dues shall be submitted to the City, in writing, at least thirty (30) days prior to its effective date.
- 6.2: This Article applies only to the deduction of membership dues and shall not apply to the collection of any fines, penalties or special assessments.
- 6.3: Dues shall be deducted each pay period and the funds deducted shall be remitted to the PBA.
- 6.4: In the event an employee's earnings within any pay period are not sufficient to cover dues, the employee shall pay dues directly to the PBA.
- 6.5: The Union shall indemnify and hold the City, its officers, officials, agents and employees harmless against any claim, demand, or suit arising from any action taken or not taken by the City, its officials, agents and employees in complying with this Article.

ARTICLE 7

NON-DISCRIMINATION

- 7.1: The City and the PBA agree that the provisions of the Agreement shall be applied equally to all employees in the Bargaining Unit without discrimination as to age, sex, sexual orientation, marital status, race, color, creed, national origin or political affiliation.
- 7.2: All references in the Agreement to employees of the male gender are used for convenience only and shall be construed to include both male and female employees.
- 7.3: Subject to collective bargaining rights, the parties recognize that the Americans' with Disabilities Act (ADA) requires reasonable accommodations for employees with disabilities and the parties agree that no provision of this Agreement will be interpreted to frustrate the accommodation requirement under the law.
- 7.4: The City agrees not to interfere with the right of the employees to join or not to join the PBA, and there shall be no discrimination, interference, restraint or coercion by the City or the PBA because of the Union membership or non-membership.
- 7.5: The City and the union oppose discrimination on the basis of age, race, creed, color, national origin, sex, sexual orientation, disability, marital status, veteran's status, political affiliation or religion. However, the parties also recognize that the City has established an internal procedure to investigate and resolve alleged cases of discrimination which is in addition to existing and adequate procedures established by the State of Florida and the Federal Government. Accordingly, it is agreed that allegations of employment discrimination as described above cannot be processed through the contractual grievance/arbitration procedure.

ARTICLE 8

GENERAL CONDITIONS

8.1: Chapter 21, Code of Ordinances does not apply to employees covered by this Agreement, except to the extent provisions of this Agreement specifically so indicate.

8.2: Residence

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

8.3: Separations of Employment

A. Upon separation of employment, employees may be responsible for repaying the City funds the City paid to or on behalf of the employee, as follows:

1. Employees who voluntarily resign their employment with the City within two (2) years of their hire date must reimburse the City for all training costs incurred on their behalf.
2. Other repayments shall be required under the terms and conditions identified in the applicable governing document, e.g., Section 943.16, Fla. Stats. for Police Academy, the Administrative Order for educational/tuition reimbursement, the Human Resources Policies and Procedures for the Police Officer Sign-on Bonus Program, and/or the Acknowledgement/Agreement signed by the Employee for any types of funds. The City may deduct the repayment to the extent permitted by law from any amounts due the Employee from the City at the time of employment separation, including wages or accrued leave payouts. In the event the employee's final paycheck is lesser than the amount owed and the employee fails to repay the City within thirty (30) days, any collection fees, attorney's fees, and/or court costs accrued in attempt to recover the funds shall be added to the repayment owed to the City. The City Manager has the sole discretion to forgive repayment due City or provide for a repayment plan if it is in the best interest of the City.

B. Any employee separating service with less than two (2) weeks' notice, excluding separations resulting directly from a documented disability or other extenuating circumstance as approved by the City Manager, may be considered to have separated not in good standing.

8.4: Fitness-for-Duty

If reasonable suspicion exists that an employee cannot adequately perform the employee's job duties, functions or responsibilities, the City may compel the employee to commit to a medical or psychological evaluation by any medical physician or psychotherapist selected by the City at the City's expense. Reasonable suspicion includes, but is not limited to, a trained supervisor or City official's observation of a general deterioration in job performance or unusual behavior exhibited by an employee.

- 8.5: Subject to the provisions of Florida law, employees entering this bargaining unit from another employee unit shall be governed by the provisions of this Agreement, including but not limited to the provisions governing compensation and benefits, and shall no longer be entitled to the compensation and benefits or other provisions set forth in the agreement covering that unit. Likewise, employees moving from this bargaining unit to another employee unit shall no longer be governed by the provisions of this Agreement, including but not limited to the provisions governing compensation and benefits, but the provisions of the agreement or other applicable provisions covering that unit shall control.

ARTICLE 9

EMPLOYEE BENEFITS

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

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

9.2: **Retirement Plan**

- A. Bargaining unit employees shall participate in the pension and/or retirement plans under the same terms and conditions as the City's sworn police Administrative Officers, which may be amended from time to time.
- B. Upon retirement after completing at least 25 years of service with the City and/or normal or disability retirement, as defined by the Florida Retirement System

(FRS) pension plan requirements, employees shall be issued a City ID Card, their service weapon, and a retirement badge.

9.3: **Insurance Program**

- A. The City agrees to provide bargaining unit employees with medical, dental, life, and disability insurance benefits under the same terms and conditions as are provided to the City's Administrative Officers, as may be amended from time to time.
- B. **Retirement Medical Program** - Bargaining unit employees shall be eligible to participate in the retiree medical and dental insurance programs and receive an early retirement medical stipend under the same terms and conditions as the City's Administrative Officers, which may be amended from time to time.
- C. **Retirement Health Savings Account** - Bargaining unit employees shall be eligible for a City contribution to a Retirement Health Savings account under the same terms and conditions as the City's Administrative Officers, which may be amended from time to time.

9.4: **Education and Incentive Pay**

- A. Bargaining unit employees are eligible for tuition reimbursement under the same terms and conditions as the City's Administrative Officers, which may be amended from time to time.
- B. Bargaining unit employees are eligible for the State of Florida Education and Incentive pay, under the terms and conditions defined by State legislation.

ARTICLE 10

LEAVE BENEFITS

10.1: Sick Leave

- A. Bargaining unit employees are eligible for paid sick leave benefits under the same terms and conditions (including, but limited to, accrual rates, usage, annual and separation caps and payout amounts, and conversions for health insurance purposes) as the City's Administrative Officers, which may be amended from time to time.
- B. Bargaining unit employees are eligible to donate and receive donations of accrued sick and vacation leave under the same terms and conditions as the City's Administrative Officers, which may be amended from time to time.
- C. Any employee who does not utilize his or her sick leave benefits for a period of six (6) month(s) shall be awarded ten (10) additional hours of vacation leave, which shall not exceed twenty (20) hours in a twelve (12) month period. No part of any consecutive six (6) month period for which the employee has earned additional vacation leave may be used to satisfy any future award of additional vacation leave. In order to receive this additional leave time, employees must complete a Sick Leave Incentive request and submit it within six (6) months of being eligible for said additional leave time.

10.2: Vacation Leave

- A. Bargaining unit employees are eligible for paid vacation leave benefits under the same terms and conditions (including, but limited to, accrual rates, usage, annual and separation caps and payout amounts, and conversions for health insurance purposes) as the City's Administrative Officers, which may be amended from time to time, except that Lieutenants appointed after October 1, 2013 shall not be eligible for the accrual rates reserved for Administrative Officers hired before 1994 and 1989.
- B. Bargaining unit employees entering the Florida Retirement System (FRS) DROP shall be afforded a one-time election to get paid out for 240 hours of accrued vacation (or the full balance if less than 240 hours) in order for the pay to be calculated into the average final compensation, pursuant to FRS and Florida Statutes requirements. To be eligible to participate, employees shall follow the application process and timeline designated by the City.

10.3: Holidays and Personal Leave

- A. Bargaining unit employees are eligible for paid holiday benefits under the same terms and conditions as the City's Administrative Officers, which may be amended from time to time.
- B. Bargaining unit employees are eligible for personal leave under the same terms and conditions as the City's Administrative Officers, which may be amended from time to time.

10.4: **Bereavement Leave:** Bargaining unit employees are eligible for paid bereavement leave under the same terms and conditions as the City's Administrative Officers, which may be amended from time to time.

10.5: **Military Leave:** Any employee who presents official orders requiring his/her attendance for a period of training or other active duty as a member of the United States Armed Forces or the State of Florida National Guard shall be entitled to military leave and reemployment under the terms and conditions set forth by State and/or Federal law and as detailed in the City's Military Leave Policy.

10.6: **Leave of Absence:** Bargaining unit employees are eligible for a leave of absence without pay under the same terms and conditions as the City's Administrative Officers, which may be amended from time to time.

10.7: **Disability Leave:** Bargaining unit employees are eligible for Short-Term Disability, Long-Term Disability, and Occupational Disability Leave benefits under the same terms and conditions as the City's Administrative Officers, which may be amended from time to time.

10.8: **Administrative Leave:** Any bargaining unit employee may be placed on Administrative Leave for reasons in the best interest of the City and/or employee (e.g. to diffuse a work-related or personal problem that has the potential for escalation if left unchecked, and/or has a negative effect on department/division operations, and no other solution is available, or pending an internal or criminal investigation). Administrative leave shall be paid, except an employee charged with any felony may be placed on Administrative Leave without pay pending final disposition of the charge. Once the case is disposed of and an internal investigation has been conducted, employees who are found not to have violated any law or City or Police Department policies warranting termination shall be eligible for reinstatement upon such terms and conditions as may be specified by the City Manager. Employees who are reinstated shall be eligible for back pay for the period of the Administrative Leave without pay. Administrative Leave may not be used for matters of a disciplinary nature. Employees on paid Administrative Leave shall serve such leave during their regularly scheduled work shift and shall remain at home, or at another location as approved by the Chief of Police, unless their work schedule is altered by the City.

ARTICLE 11

EVALUATIONS

- 11.1: Bargaining unit employees shall be evaluated on their performance using the form(s) and scoring criteria prescribed by the Director of Human Resources, quarterly from the date of appointment, and annually upon completion of the probationary period.
- 11.2: Effective on each anniversary date of the promotion to Lieutenant, employees shall be eligible for a pay for performance increase of up to five percent (5%) (up to the maximum of the pay scale) based upon their annual evaluation. No pay-for-performance payment shall be made beyond the maximum of the pay scale.
- 11.3: Evaluations and pay-for-performance are not grievable or arbitratable.

ARTICLE 12

WAGES

12.1: Pay Scale

The City and the PBA recognize that effective recruitment and retention of qualified individuals to perform bargaining unit work requires that bargaining unit employees be compensated in a competitive manner. Both parties agree that the City Commission, after consideration of recommendations made by the City Manager, shall have final authority on all budget proposals as part of the budget approval process. There shall be a minimum and maximum base pay rate for each position within the bargaining unit, as displayed in Appendix A.

12.2: Pay Scale and Wage Adjustments

- A. Effective September 29, 2019, there shall be an across the board wage increase of two and two-tenths percent (2.2%), and the maximum of the pay scale shall be increased by five and one-half percent (5.5%). There shall be no increase to the minimum of the pay scale.
- B. Effective September 27, 2020, there shall be an across the board wage increase of two and one-quarter percent (2.25%), and the maximum of the pay scale shall be increased by the same percentage. There shall be no increase to the minimum of the pay scale.
- C. Effective September 26, 2021, there shall be an across the board wage increase of two and one-half percent (2.5%), and the maximum of the pay scale shall be increased by the same percentage. There shall be no increase to the minimum of the pay scale.

ARTICLE 13

HOURS OF WORK AND SUPPLEMENTAL COMPENSATION

13.1: Hours of Work

Bargaining unit employees are salaried (based on a 40-hour workweek, although actual schedules may vary) and exempt employees under the Fair Labor Standards Act. As such, they are required to work the schedule and number of hours defined by the Chief of Police or designee, shall be paid a set salary, and are not eligible for overtime compensation regardless of the number of hours per week that they work.

13.2: Special Details

Bargaining unit employees shall be paid for Unofficial Functions worked pursuant to Section No. 2-57, Code of Ordinances as may be amended from time to time at the rate the City charges to outside organizations, when acting as a supervisor. When an employee is not acting as a supervisor, he/she shall be paid at the normal rate of pay identified in the Police Officers' and Corporals' collective bargaining agreement for Unofficial Functions. If an Unofficial Function requires four (4) or more officers, one shall be a Sergeant or Lieutenant and be paid the rate as a supervisor, which is Forty-six Dollars (\$46.00) per hour. If, in the discretion of the City, a supervisor is required regardless of the number of officers required for an Unofficial Function, the supervisor shall be paid the supervisor rate as stated above.

13.3: Shift Differential

Bargaining unit employees regularly assigned to the Alpha (night) shift shall have five percent (5%) added to their base pay for time spent working during said shift. The Shift Differential shall not be paid to members working the Alpha shift if it is not their regularly assigned shift.

ARTICLE 14

COMPENSATION FOR MEALS OUT OF CITY

- 14.1: It is understood that during the course of their employment with the City, employees covered by this Agreement may attend mandatory training, seminars, etc. at locations other than at the Police Station or substation. This Article shall serve to clarify the City's obligation to pay for meals while employees attend such training, seminars, etc.
- 14.2: The City will pay the rates for meals pursuant to Section 2-2, Code of Ordinances, which may be amended from time to time, as applicable when an employee is attending training, seminars, etc., outside of Broward County, Palm Beach, and Miami-Dade Counties.
- 14.3: Broward, Palm Beach, and Miami-Dade Counties are considered in the "immediate vicinity" of Coconut Creek; therefore, the City shall not be required to pay for meals when an employee attends training, seminars, etc., within this tri-county area.

ARTICLE 15

APPOINTMENT/PROBATION/PROMOTION

15.1: Appointments

Police Lieutenants are considered management positions, and therefore the Chief of Police may appoint Police Lieutenants from existing City employees or from external candidates, at his/her discretion, with the City Manager's approval.

15.2: Rate of Pay

The pay rate for newly appointed Police Lieutenants shall be the lowest rate in the Police Lieutenant pay scale, or in the case of promotion, the lowest rate in the Police Lieutenant pay scale that provides an eight percent (8%) increase over the annualized base pay rate in the prior position.

15.3: Compensatory Time

Police Lieutenants are not eligible to earn Compensatory Time.

Non-exempt employees selected for promotion to the exempt Police Lieutenant position shall receive full payment for any accrued Compensatory Time at the final pay rate in the prior position or the pay rate required by the Fair Labor Standards Act, whichever is higher, as soon as administratively possible.

15.4: Probationary Period

The probationary period shall be regarded as an integral part of the examination process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of the employee whose performance does not meet the required work standards. Probationary periods shall be as follows:

- A. Police Officers, Corporals, or Sergeants promoted to the Lieutenant position shall be required to serve a probationary period of nine (9) months in the position. The probationary period may be extended at the request of the Chief of Police with the approval of the City Manager. Such request shall not be arbitrary or capricious and shall require a detailed explanation of the reason(s) for the request. It shall be further understood that the extension of the probationary period shall not exceed three (3) months, except that a leave of absence may result in an extension of the probationary period by the entire length of the leave of absence. Employees failing to successfully complete their probationary period will be placed back into their prior rank at the same rate of pay that he/she received prior to promotion to Lieutenant (contingent upon agreement by the Sergeants' bargaining unit, if applicable), excluding Assignment and Shift pay, unless otherwise provided herein, if applicable, but including any across-the-board increase given since the promotion. These actions are not grievable or arbitrable.

- B. Appointments to Police Lieutenant by means other than promotion shall result in a twelve (12) month probationary period, during which time such probationary employees are considered at-will and may be reprimanded, suspended, demoted (contingent upon agreement by the Sergeants' bargaining unit), or dismissed for any reason, without cause. Such probationary employee shall have no right of appeal. The probationary period may be extended at the request of the Chief of Police with the approval of the City Manager. Such request shall not be arbitrary or capricious and shall require a detailed explanation of the reason(s) for the request. It shall be further understood that the extension of the probationary period shall not exceed three (3) months, except that a leave of absence may result in an extension of the probationary period by the entire length of the leave of absence.

ARTICLE 16

SENIORITY

- 16.1: For the purpose of this Agreement, employees shall have two (2) types of seniority: Classification Seniority and General Seniority. Classification Seniority is defined as the length of service within the Lieutenant rank. If the Classification Seniority is based on the same date, the Lieutenant with the earlier General Seniority date shall be deemed to have seniority. General Seniority is defined as the length of service measured from the employee's most recent date of employment with the City into a Police Officer, Trainee, Corporal, Sergeant, or Lieutenant position.
- 16.2: In the event of a reduction to personnel holding the rank of Lieutenant and subject to operational necessity, employees covered by this Agreement shall be laid off in the inverse order of their Classification Seniority, except that a Lieutenant who was hired directly to the rank of Lieutenant shall not displace a promoted Lieutenant who has more General Seniority.
- 16.3: In the event of a demotion, the affected employee shall retain his/her General Seniority; however, his/her Classification Seniority shall be based on the most recent date in the position to which he/she was demoted.

ARTICLE 17

INTERNAL INVESTIGATIONS AND OBLIGATIONS TO THE PUBLIC

- 17.1: The parties recognize that the security of the City and its citizens depends to a great extent upon the manner in which the employees covered by this Agreement perform their various duties. Further, the parties recognize that the performance of such duties involves those employees in all manner of contacts and relationships with the public and out of such contacts and relationships questions may arise or complaints may be made concerning the actions of employees covered by this Agreement. Investigation of such questions and complaints must necessarily be conducted by, or under the direction of, department supervisory officials whose primary concern must be the security of the City and the preservation of the public interest.
- 17.2: Letters of reprimand shall be shown to the employee with the requirement that he/she signs same before it is placed in the employee's file, with the understanding only that his/her signature verifies that the employee has seen the letter and does not constitute agreement with the contents. Personnel files shall be open or closed to the public in accordance with state law. Where state law permits personnel files to be closed, then they will be closed to the public.
- 17.3: In order to maintain the security of the City and protect the interests of its citizens, the parties agree that the City must have the unrestricted right to conduct investigations of citizens' complaints and matters of internal security, provided, however, that any investigative interrogation of an employee covered by this Agreement relative to a citizen's complaint and/or matter of internal security shall be conducted in accordance with the law enforcement officers' bill of rights as set forth in Chapter 112, Fla. Stats.
- 17.4: The findings of internal investigations shall be labeled as one of the following:
- A. Sustained – Investigation provided sufficient factual evidence to prove allegations of misconduct;
 - B. Not Sustained – Investigation failed to provide sufficient evidence to prove/disapprove the allegations;
 - C. Unfounded – Investigation finds no factual basis exists that the allegation occurred;
 - D. Exonerated – Investigation indicates incident did occur, but employee's actions were justified, lawful and proper.
- 17.5: Internal investigations and their findings shall be stored, retained, purged, released for public inspection, and/or maintained exempt and confidential in accordance with applicable State and Federal law.

ARTICLE 18

RULES AND REGULATIONS FOR DISCIPLINE AND CONTROL

- 18.1: The City of Coconut Creek Administrative Orders, the Police Department General Orders, Enforcement Procedures, and Administrative Procedures, and the Human Resources Policies and Procedures, as may be amended from time to time, shall be adopted by reference and made a part of this Agreement. Should a conflict exist between these policies and procedures and this Agreement, this Agreement shall prevail. It is agreed and understood that each member of the Bargaining Unit will be provided with an electronic copy of such policies and procedures. Any such new departmental rules and regulations shall be distributed to members within thirty (30) days after formal adoption, or as soon as practical thereafter. Employees will be required to sign for or digitally acknowledge the rules and regulations.
- 18.2: It is recognized that the members of this bargaining unit are supervisors, and that they are required to properly exercise supervisory control as assigned. Failure to reasonably perform normal and routine supervisory functions may result in discipline.

ARTICLE 19

GRIEVANCE AND ARBITRATION PROCEDURE

- 19.1: In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is further agreed and understood by the parties that there shall be a procedure for the resolution of grievances between the parties and the procedures outlined in this Article shall be the exclusive procedures used for processing both grievances involving the application or interpretation of the Agreement (i.e., non-disciplinary matters) and grievances involving loss of pay (termination, demotion, or suspension) taken against a member of the Bargaining Unit that is covered by this Agreement. The parties agree and understand that discipline that does not result in a loss of pay (i.e., verbal and written reprimands) may not be grieved under this Article and that, although suspensions of five (5) or fewer shifts may be grieved to Step 3, they may not be taken to arbitration.
- 19.2: Every effort will be made by the parties to settle any grievance as expeditiously as possible. Should either party fail to observe the time limits as set out in the steps of this Article, the grievance will automatically be processed to the next step of the procedure. However, time limits may be modified by mutual written agreement between the parties.
- 19.3: All reference to “days” stated in this Article shall mean calendar days.
- 19.4: Grievances concerning the application or interpretation of this Agreement shall be processed in the following manner and every effort shall be made by the parties to secure the prompt disposition of such grievances.

Step 1:

The member shall first take up a grievance with his/her immediate supervisor within ten (10) days after the employee has knowledge or should have had knowledge of the event(s) which gave rise to the grievance. Such meeting between the member and his/her immediate supervisor shall be on an informal and oral basis.

Step 2:

Any grievance which cannot be satisfactorily settled with the immediate supervisor shall be reduced to writing and signed by the member or a representative of the PBA and submitted to the Chief of Police or his/her designee within ten (10) days of the Step 1 meeting.

The grievance shall be discussed in a meeting by and between the member, a representative of the PBA and the Chief of Police within five (5) days from rendering the grievance to writing. The Chief of Police shall within ten (10) days after this meeting, render his/her decision in writing, with a copy to the PBA.

Step 3:

In the event the member is not satisfied with the disposition of the grievance in Step 2,

the member or the PBA shall have the right to appeal the Chief of Police's decision to the City Manager or his/her designee within ten (10) days from the date of receipt of the Chief of Police's written decision. Such appeal must be accompanied by the filing of a copy of the original written grievance together with a letter signed by the member and a representative of the PBA, requesting that the Chief of Police's decision be modified or reversed. The City Manager or his/her designee shall, within ten (10) days from the filing of such appeal, render a decision in writing to the employee with a copy of the decision to the representative of the PBA.

19.5: Where a grievance is general in nature, in that it applies to a number of members rather than a single member, such grievance shall be presented by the PBA in writing directly to the Chief of Police, within the time limits provided for the submission of a grievance in Step 1. Thereafter, the grievance shall be processed in accordance with the procedures set forth in Step 3.

19.6: This grievance procedure shall be the sole and exclusive method of resolving any dispute concerning non-disciplinary matters regarding the interpretation or application of any provision of this Agreement or any disciplinary matter involving termination, suspension or demotion taken against any member covered by this Agreement.

A. In the event the grievance procedure is utilized to pursue a grievance over a grievable disciplinary matter (i.e., termination, suspension or demotion), the grievance shall be filed directly with the City Manager at Step 3 of the grievance procedure, within the same time limits as for the initial filing of a grievance at Step 1, and the arbitration procedure set forth below shall also apply for termination, demotion, or suspension without pay for five (5) or more workshifts.

B. In the event the grievance procedure is utilized to pursue a grievance regarding any non-disciplinary matter (i.e., an interpretation or application of any provision of this Agreement), the PBA shall have the exclusive right to take such grievances to arbitration, and the City shall not be obligated to proceed to arbitration on any non-disciplinary matters for which the employee is not represented by the PBA.

19.7: **Arbitration Process**

A. In the event a grievance processed through the grievance procedure set forth above has not been satisfactorily resolved, the PBA (or Employee, only in disciplinary matters concerning suspension without pay of more than five (5) work shifts, demotion, or termination) shall file, within fifteen (15) days after the receipt of the City Manager's or his/her designee's written decision on the grievance, a demand for arbitration upon the City Manager and a request to the Federal Mediation and Conciliation Service to furnish a panel of seven (7) names from which each party shall have the option of striking three (3) names, thus leaving the seventh (7th), which will give a neutral or impartial arbitrator. The PBA (or Employee, only in disciplinary matters) shall strike first. This procedure shall be tolled during the pendency of the mediation process, if any, contained in Section 19.9.

- B. The City and the PBA (or Employee, only in disciplinary matters) shall mutually agree in writing as to the statement of the grievance to be arbitrated prior to the arbitration hearing, and the arbitrator, therefore, shall confine his/her decision to the particular grievance thus specified. In the event the parties fail to agree on the statement of the grievance to be submitted to the arbitrator, the arbitrator will confine his/her consideration and determination to the written statement of the grievance presented in Step 3 of the grievance procedure. The arbitrator shall have no authority to change, amend, add to, subtract from or otherwise alter or supplement this Agreement or any part thereof or amendment thereto.
- C. The parties shall make their choice of the arbitrator as soon as practicable. Copies of the arbitrator's award made in accordance with the jurisdiction and authority under this Agreement shall be furnished to both parties within thirty (30) days of the closing of the arbitration hearing. The Arbitrator's award is both final and binding on all parties, including individual employees affected subject only to the provisions of Chapter 682, Fla. Stats.
- D. Each party shall bear the expense of its own witnesses and its own representatives. The arbitrator's bill shall be equally shared by the parties. Expense of obtaining a hearing room, if any, shall be equally divided between the parties. Any party desiring a transcript shall bear the cost of such transcript unless both parties mutually agree to share said cost.

19.8: **Expedited Arbitration**

- A. Should the parties mutually agree, an expedited arbitration may be initiated. The Arbitrator shall be selected in accordance with Section 19.7 above. The hearing shall be conducted by the Arbitrator in such a manner that will expeditiously permit a proper presentation of the evidence and arguments of the parties. The arbitrator shall be the sole judge of the relevance and materiality of the evidence offered. There shall be no stenographic record of the proceedings, nor shall post hearing briefs be filed. The hearing will be completed in one (1) day. When both sides have completed their presentations, the arbitrator shall ask whether either party has any further evidence to offer or witnesses to be heard. Upon receiving negative replies from both sides, the arbitrator shall declare and note the hearing closed. The award shall be rendered promptly, which may include a verbal decision immediately following the hearing provided that the award shall be reduced to writing and signed by the arbitrator as soon as possible following the hearing. Should the arbitrator determine that an opinion is necessary, it shall be in summary form. Unless otherwise determined by the arbitrator, the decision rendered shall not be precedent setting, but the award will be final and binding upon the parties, including any individual affected employee.
- B. The cost of the expedited arbitration hearing will be equally divided between the PBA (or Employee, only in disciplinary matters) and the City. The expense of witnesses for either side shall be paid by the party producing such witness.

19.9:

Mediation Process

- A. Mediation is a form of Alternative Dispute Resolution (ADR) that may be requested by the City or the PBA. It is an alternative, not a substitute for the formal arbitration process contained in Section 19.7 above. Mediation is an informal process in which a neutral third party assists the opposing parties in reaching a voluntary, negotiated resolution of a charge of discipline. The decision to mediate is completely voluntary for the PBA and the City. Mediation gives the parties the opportunity to discuss the issues raised in the charging document, clear up misunderstandings, determine the underlying interests or concerns, find areas of agreement and, ultimately, incorporate those areas of agreement into solutions. A mediator does not resolve the charge or impose a decision on the parties. Instead, the mediator helps the parties to agree on a mutually acceptable resolution. The mediation process is strictly confidential. Information disclosed during mediation will not be revealed to anyone.
- B. If both parties agree, a mediation session conducted by a trained and experienced mediator shall be scheduled at a mutually convenient date and time. Either party may choose to have an attorney represent them during mediation. Persons attending the mediation session shall have the authority to resolve the dispute. If mediation is unsuccessful, the parties may proceed to follow the provisions for Arbitration. Information disclosed during mediation will not be revealed to anyone.
- C. The parties and, if they desire, their representatives and/or attorneys, are invited to attend a mediation session. No one else may attend without the permission of the parties and the consent of the mediator(s).
- D. The mediator(s) will not function as the representative of either party. However, the mediator(s) may assist the parties in understanding their rights and the terms of any proposed settlement agreement. Each party acknowledges being advised to seek independent legal review prior to signing any settlement agreement.
- E. The parties acknowledge that the mediator(s) possesses the discretion to terminate the mediation at any time of any impasse occurs or either party or the mediator deems the case inappropriate for mediation.
- F. Prior to mediation, both the City and the PBA (or Employee, only in disciplinary matters) shall enter into a confidentiality agreement, as follows:
 - 1. This is an agreement by the parties to participate in a mediation involving the City against the above named employee. The parties understand that mediation is a voluntary process, which may be terminated at any time.
 - 2. The parties agree to participate voluntarily in mediation in an effort to

resolve the charge(s) filed by the City.

3. The parties agree that all matters discussed during the mediation are confidential, unless otherwise discoverable, and cannot be used as evidence in any subsequent administrative or judicial proceeding. Confidentiality, however, will not extend to threats of imminent physical harm or incidents of actual violence that occur during the mediation.
4. Any communications between the mediator(s) and/or the parties are considered dispute resolution communications with a neutral and will be kept confidential.
5. The parties agree not to subpoena the mediator(s) or compel the mediator(s) to produce any documents provided by a party in any pending or future administrative or judicial proceeding. The mediator(s) will not voluntarily testify on behalf of a party in any pending or future administrative or judicial proceeding. The parties further agree that the mediator(s) will be held harmless for any claim arising from the mediation process.
6. The parties recognize and agree that the City is subject to Chapter 119, Fla. Stats., relating to public documents. Therefore, all information including all notes, records, or documents generated during the course of the mediation shall be subject to the exemption contained in Section 119.07 (1)(g), until the settlement of the matter, or the conclusion of the arbitration, if any, with the exception of the personal notes of the mediator.
7. If a settlement is reached by all the parties, the agreement shall be reduced to writing and when signed shall be binding upon all parties to the agreement, unless the agreement requires City Commission approval, in which case the agreement will not become binding until publicly approved by the City Commission. Said agreement shall be subject to the provisions of Chapter 119. If the charge(s) is not resolved through mediation, the parties may proceed to follow the provisions for arbitration.

ARTICLE 20

UNIFORMS AND EQUIPMENT

- 20.1: The City agrees to provide all uniforms and equipment necessary to perform the duties of a Police Lieutenant.
- 20.2: All Lieutenants assigned to plain clothes regular work assignments shall receive a clothing allowance of \$750 per year. Such clothing allowance shall be prorated and paid on a biweekly basis. Such funds are intended for the purchase of civilian clothing within the guidelines established by the Chief of Police. Employees shall not be eligible for the plain-clothes assignment while on light duty, leave without pay, or extended leaves of absences.
- 20.3: Bargaining unit employees shall be provided a cell phone stipend in the amount of \$75.00 per month, which shall be paid subject to normal payroll deductions/taxes. Employees receiving this stipend must maintain cell phone service, including e-mail and text service, and must respond to phone calls and emails related to City business in a timely manner. Employees who are provided this stipend must also provide the Chief of Police with their current cell phone number within two days of activation or from any change. The City is not responsible for any charges or obligations that result from service agreements entered by the employees. The cell phones belong to the employees. Nevertheless, because the cell phones will be used for City business, the phone records, including monthly statements, may be subject to the requirements of the Florida Public Records Law, with the exception of any information that is considered exempt from public disclosure under such laws. Either party may request this Section be re-opened for negotiation in the event that measures that conflict with this Section are deemed necessary in order to most efficiently comply with Florida Public Records Law. Employees shall not be eligible for the cell phone stipend while on leave without pay or extended leaves of absence; however, employees' responsibility to keep the City apprised of their contact information and to respond to phone calls from the City in a timely manner is not relieved during such temporary ineligibility for the stipend.

ARTICLE 21

TAKE-HOME VEHICLE POLICY

Bargaining unit employees shall be eligible for a take-home vehicle under the same terms and conditions as the City's sworn police Administrative Officers.

ARTICLE 22

CIVIL SUITS

- 22.1: The City shall provide a proper defense, inclusive of court costs and attorney's fees, for any Bargaining Unit Employee relating to any Civil Suit arising out of their employment and within the scope of said employment; provided the employee has not acted with malice and intentionally violated the rights of an individual.
- 22.2: The City shall hold harmless and indemnify all Bargaining Unit Employees from financial loss arising out of any claim, demand, suit, or judgment for damages suffered as a result of any act, event, or omission of action in the scope of employment as Police Lieutenant. This provision shall not apply if the employee exhibited wanton and willful disregard of human rights, safety, or property.

ARTICLE 23

DRUG FREE WORKPLACE

- 23.1: The City and the Union recognize that employee substance and alcohol abuse may have adverse impacts on City government, department operations, the image of City employees, and the general health, welfare, and safety of the employees and the general public at large. Therefore, the City and its employees will best be served by maintaining a Drug Free Workplace where the City has the right to require employees to submit to toxicology and alcohol testing designed to detect the presence of any controlled substance, narcotic drug, or alcohol. Employees shall be subject to testing at the following times: Pre-Employment, Random, Post-On-the-Job Accident/Injury, Reasonable Suspicion, and Return-To-Duty & Follow-Up.
- 23.2: Illegally using, possessing, soliciting, buying, selling, or being under the influence of alcohol, drugs, or abusive use of controlled substances while at work is prohibited. Employees are further prohibited from consuming illegal drugs or abusively using controlled substances on or off duty, or from consuming alcohol on duty. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs. This section shall not be construed to prohibit “social drinking” on the employee’s own time, provided that such “social drinking” does not adversely affect the performance of an employee’s job functions, the employee’s own safety, or the safety of others. The Director of Human Resources or designee shall serve in the capacity of Drug Free Work Place (DFWP) Coordinator.
- A. Any applicants or employees found with the presence of alcohol, any illegal drugs, or controlled substances in their systems; in possession of, transporting, manufacturing, using, selling, trading, or offering for sale illegal drugs, controlled substances or alcohol during working hours; or on City premises, in City equipment, either owned or operated under City authority, or convicted of a drug related offense committed anywhere at any time after the effective date of this Agreement, are subject to disciplinary action up to and including discharge.
- B. No employee may report to work after having used alcohol or any controlled substance within a time frame that results in the presence of alcohol or a controlled substance still being in their body at levels in excess of limits set by State Law for a Drug-Free Workplace.

Employees that are taking prescribed controlled substances must advise the DFWP Coordinator in writing and review the side effects of the drug with the DFWP Coordinator no later than the start of the first workshift following commencement of taking the prescribed controlled substance. To avoid unnecessary delays in employees reporting to work, initial notification may be made orally to the DFWP Coordinator, or in his/her absence, to the Chief of Police or a designated Administrative Officer, provided the documentation is submitted to the DFWP Coordinator as soon as administratively possible. At the

City's request, the employee may be required to provide a signed document from the prescribing physician advising of the possible side effects or lack thereof. All requirements of this section also apply to subsequent dosage changes.

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

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

- A. Pre-employment – conducted after an offer to hire the applicant is made or upon recall from a layoff, but before actually performing duties.

- B. Reasonable suspicion – conducted when a trained supervisor or city official observes behavior or appearance that is characteristic of alcohol or drug misuse.

1. Reasonable suspicion includes, but is not limited to the following:

- a. Observable phenomena while at work, such as direct observation of illegal drug use or the physical symptoms or manifestations of being under the influence of an illegal drug, controlled substance, or alcohol;
- b. Abnormal conduct or erratic behavior while at work or a general deterioration in work performance;
- c. A report of an employee using illegal drugs or misusing or abusing controlled substances or alcohol, on or off duty, provided by a reliable and credible source, which has been independently corroborated;
- d. Evidence indicating that an individual has tampered with a drug test administered under this policy during his/her employment with the City;
- e. Information that an employee has caused or contributed to any type of accident where there is reasonable suspicion that the employee involved in the accident is under the influence of alcohol or other drugs; or
- f. Evidence indicating that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the City's premises, or while operating a City vehicle, machinery, or equipment.

g. **NOTE:** The occurrence of any one or more of the above items a. through f. must be documented in writing with a copy to the affected employee.

- C. Return-to-duty & Follow-up – Return-to-duty drug/alcohol testing is conducted before an employee who has been suspended for violation of this Drug Free Workplace Policy is reinstated and permitted to return to work. Follow-up tests are conducted unannounced and up to four (4) times per year for two (2) years after the individual has been reinstated.
- D. Employees must promptly submit to any of these tests when they are advised by a supervisor to do so. Refusing to promptly submit to a test has the same consequences as failing a test. Failure to cooperate with medical personnel during clinical sample collection procedures (including completing and signing designated forms) is considered a refusal.
- E. Post On-the-Job Accident or Injury - to be conducted any time:
 - 1. an employee or any other person suffers an injury where horseplay, gross negligence, or a violation of safety rules and procedures contributed to the individual's injury or resulted in property damage; and
 - 2. there is reasonable suspicion that the injury or property damage is the result of the employee being under the influence of alcohol or drugs.
- F. Random – Random drug/alcohol testing may be conducted.

23.4:

The City and its designated medical facilities will follow split-sample collection procedures for the collection of urine samples. Urine analysis shall be designated protocol when testing for drug use, and blood sample analysis shall be the designated protocol when testing for alcohol use. The City, at its discretion or when unusual circumstances dictate, may follow blood sample collection procedures instead of collecting urine for drug tests, or may take breath samples with an intoxalyzer when testing for alcohol. The employee shall be accompanied by a designated member of the City staff until collection and submission of a specimen for laboratory testing has been completed. Following the split-sample collection procedures, the laboratory shall keep one-half of any sample that is confirmed positive in storage for 210 days (or longer if a written notice is received) after which the laboratory may discard the sample.

- A. The City shall designate an independent physician as its Medical Review Officer (MRO). The MRO shall conduct an independent review of both test procedures and results before the results are submitted to the City's DFWP Coordinator.
 - 1. The MRO shall notify the donor (employee or job applicant) of a confirmed positive test result within three (3) days of receipt of the test result from the laboratory, and shall inquire as to whether prescriptive or over-the-counter medications could have caused the positive test result. The MRO shall

review any medical records provided by the donor and evaluate any prescriptions provided by a doctor to the donor.

2. The MRO shall process any employee or job applicant requests for a retest of the original split-sample specimen, made within 180 days of notice of the positive test result, at another licensed laboratory selected by the employee or job applicant. The donor requesting the additional test shall be required to pay the costs of the retest, including shipping and handling expenses. The MRO shall contact the original testing laboratory to initiate the retest.
 3. If the MRO is unable to contact a donor who tested positive within three (3) working days of the MRO's receipt of the test results from the laboratory, the MRO shall contact the employer and request that the employer direct the donor to contact the MRO as soon as possible. If the MRO has not been contacted by the donor within two (2) working days from the request to the employer, the MRO shall verify the report as positive.
- B. All parties involved in the testing process, including collection site, laboratory, Medical Review Officer, and employer, shall maintain employee confidentiality as required by regulations.
- C. Any employee wishing to contest a positive drug test result must request a retest of the split-sample specimen within 180 days after having received notification of the positive result. The results of any such alternate tests shall be forwarded to the City in the same manner as the initial test results.
1. The employee must direct a written request that the split-sample specimen be tested by a different Florida Agency for Health Care Administration (ACHA) or United States Department of Health and Human Services (DHHS) certified laboratory to the City Medical Review Officer (MRO) or the City's DFWP Coordinator.
 2. If the employee files a written request for an analysis of the split-sample specimen within the mandatory 180 days of having been notified of a verified positive drug test, then the MRO shall direct in writing that the laboratory forward the original split-sample specimen to an agreed upon ACHA or DHHS-certified laboratory for analysis. Employees shall pay all costs related to any analysis of split-sample specimens resulting from their appeal or challenge.
- D. If requested by the employee, the City will allow Union representation during the testing process subject to the time constraint and the availability of the on-site participation of a business representative of the labor bargaining unit. It is understood that the City shall make every normal attempt to contact the union representatives in order to allow Union representation during the testing process,

but that the City is not required to take extraordinary measures to ensure the presence of a labor representative during testing.

23.5: Drugs, metabolites, alcohol, and other substances for which the City will screen an employee's urine and/or blood sample include any illegal drug or any substance identified in Schedules I through V of Section 202 of the Controlled Substance Act (21 U.S.C. §812), and as further defined in 21 CFR Part 1300, as may be amended from time to time by State or Federal law. This includes but is not limited to the following: Alcohol, amphetamines, barbiturates, benzodiazepines, cocaine metabolites (benzocetgonine), marijuana metabolites (delta-9-tetrahydrocannabinol-9-carboxylic acid), methaqualone, opiates, phencyclidine, methadone, and propoxyphene. All samples which test positive on a screening test shall be confirmed by gas chromatography/mass spectrophotometry (GC/MS). Employees shall list all prescription and non-prescription drugs they are using prior to providing a blood/urine sample and shall be required to produce evidence of their legal drug and/or substance use, as defined above, within twenty-four (24) hours of their drug screening test by the production of a written prescription from a licensed pharmacy or written authorization from a licensed medical doctor. Test results shall be treated with the same confidentiality as other medical records. The standards to be used for employee drug testing shall be those set forth in Florida's Drug Free Workplace laws (Sections 440.101 and 102, Fla. Stats.) and the related sections of Florida's Administrative Code, which the parties recognize may be amended from time to time.

- A. Other drugs and substances may be tested for by the City at its discretion. In that event, they will be tested at levels according to generally-accepted toxicology standards. Employees shall have the right to consult the testing laboratory for technical information regarding prescription and non-prescription medication.
- B. Retesting Specimens – As some analytes deteriorate or are lost during freezing, refrigeration, or storage, quantification for a retest is not subject to a specific cutoff requirement but must provide data sufficient to detect the presence of the drug or metabolite.

23.6: Should an employee violate this drug and alcohol abuse policy, the City has just cause to discipline, terminate employment, or suspend the employee with or without pay, and may require the successful completion of a rehabilitation treatment program that is pre-approved by the DFWP Coordinator prior to reinstatement. These measures are taken in order to ensure that the employee is participating in a meaningful program that can result in reinstatement.

- A. Buying and/or selling drugs would generally be considered a more serious violation with less opportunity for rehabilitation than the personal use of illegal drugs or alcohol would have.
- B. If the employee feels that the City did not have just cause to discipline the employee for violating this Article, the employee may grieve the City's decision following normal labor agreement procedures.

- C. If the City chooses to suspend an employee while the employee submits him- or herself to a rehabilitation program rather than terminate the employee, the employee may be suspended without pay during the initial treatment phase (minimum of six (6) counseling sessions) of the rehabilitation program. The initial phase of the counselor-recommended rehabilitation program shall be completed within ninety (90) days of the causal event, and the employee shall also actively participate in any ongoing follow-up treatment that is prescribed or recommended by the counselor.
1. While it is the employee's responsibility to actually select any such rehabilitation program that they might participate in, all such programs must be pre-approved by the DFWP Coordinator in order to ensure that the employee is participating in a meaningful program that can result in reinstatement.
 2. All costs associated with a rehabilitation program are the responsibility of the employee. The employee's health insurance plan may provide benefits that pay for such treatment. While continued employment may be contingent upon successful participation in a rehabilitation program, the actual participation in any such rehabilitation program is strictly voluntary on the part of the employee.
 3. The employee shall be required to sign a consent form which allows the City to obtain information about the employee's progress and successful completion of such program. Refusal to sign such consent form shall be considered the same as the employee's resignation. If the rehabilitation treatment provider will not provide information directly to the City even with a consent form, or if the information provided is insufficient, the employee shall obtain a treatment status letter from the provider to provide to the City within fifteen (15) days of the City's request. The treatment status letter shall include dates of attended and missed appointments; provider's recommendations; status of treatment plan, i.e., participation or non-participation, and continuation or discontinuation of recommended plan of action; and fitness-for-duty status.
 4. An employee that is suspended for the duration of an initial treatment program is eligible for reinstatement immediately upon the successful completion of both any specific employment suspension and the more intense, initial treatment part of the approved rehabilitation program. It is the suspended employee's responsibility to petition the City for reinstatement and to provide proof of satisfactory completion of the program. An employee who fails to successfully complete the entire initial rehabilitation program within ninety (90) days, or longer if recommended by a program counselor, of the causal event may have his/her status changed from suspended to terminated at the end of this period.

5. In order to be eligible for continued employment after reinstatement, the employee must actively participate in and complete any follow-up treatments that have been prescribed or recommended by the counselor. A reinstated employee that fails to comply with all aspects of any extended prescribed or recommended treatment program may be suspended or terminated for failure to complete the treatment program.
6. The City may allow the employee to utilize accrued paid leave, or in the case of an employee who exhausts or has insufficient leave available to complete the initial rehabilitation program, may place the employee in a medical leave without pay status during the initial period of rehabilitation.
7. Prior to being reinstated, the employee must submit to and pass drug and/or alcohol testing. The City shall also require random follow-up testing of such employee of up to four (4) times per year for a two (2) year period immediately following reinstatement. The City shall only offer to participate in the rehabilitation of an employee one time. Thereafter, future relapses may result in termination.

23.7: The Federal Drug Free Workplace Act requires that any employee convicted of a violation of any criminal drug statute for violations occurring on or off City premises while conducting City business, must notify the City within five (5) calendar days of such violation. Failure to notify the City shall result in disciplinary action, up to and including termination.

23.8: Employees who voluntarily come forward and admit to abuse of legal and/or illegal drug use including alcohol and request assistance for their problem will be referred for rehabilitation following the guidelines of Section 23.6, and may use their own leave, donated time or may be given a medical leave of absence of up to ninety (90) days, if necessary, to obtain required rehabilitation. Such employees will be subject to return-to-duty and follow-up testing. To be voluntary, the employee must come forward completely of his/her own accord in the absence of any pending discipline or investigation of said employee by the City. In addition, an employee will not be considered to have voluntarily come forward if coming forward was precipitated by a drug or alcohol related arrest.

23.9: A list of rehabilitation programs available in Dade, Broward, and Palm Beach counties is maintained by the Human Resources Department. However, insurance-provided rehabilitation can take place only at the facility(ies) available in the employee's selected group insurance program, and the entire cost of the program and any follow-up care will be the total responsibility of the employee. The City maintains an EAP program and recommends that all rehabilitation efforts by employees start there.

23.10: The parties agree that an employee's refusal to submit to testing in accordance with the provisions of this Article will be considered the same as having had a positive test result, and disciplinary action may be taken against the employee, up to and including

termination. Furthermore, if an employee is injured on duty and refuses to submit to a test for drugs and/or alcohol, under Florida Department of Labor Regulation, they forfeit eligibility for all workers' compensation and indemnity benefits and shall be disciplined and/or terminated. If it is determined that the employee's alcohol or drug abuse contributed to a work-related injury, then workers' compensation benefits may be denied.

A. An injured employee that is being denied workers' compensation benefits as the direct result of a positive test result shall first be given the opportunity to present evidence that the alcohol and/or drug use was not the proximate cause of or did not contribute to the injury having occurred. If the employee is successful in doing so, then workers' compensation benefits will not be denied. This subparagraph will not have any direct effect on any other disciplinary action that may have been or may be implemented.

23.11: Upon receiving notice of a positive confirmed test result from the MRO, the City shall, within five (5) working days, inform an employee or job applicant in writing of such positive test result, the consequences of such result, and the options available to the employee or job applicant. An employee or job applicant who receives a positive, confirmed test result notice from the City may, within five (5) working days after receiving notice, submit information to the employer contesting the test result, and/or explaining why the result does not constitute a violation of the employer's policy. If the explanation is unsatisfactory, the City shall provide a written reply stating why the employee's or job applicant's explanation is unsatisfactory.

23.12: It is recognized that technology may, from time to time, improve the type and/or testing methods available for drug and/or alcohol testing. In that event, the City may change its testing methods or procedures and the employee may challenge said change through the grievance procedure if the employee believes that the City acted arbitrarily or capriciously. Testing procedures shall at all times comply with current regulatory requirements for drug and alcohol testing.

23.13: Each employee will be required to sign a written statement acknowledging receipt of the policy and that they understand the consequences for any violation of this policy.

A. The City shall maintain employee drug test records in compliance with Federal and State regulations.

1. All such records shall be classified as confidential medical records with access permitted only on a need-to-know basis.

2. The City shall submit drug and/or alcohol program reports to regulatory agencies as required by regulations.

3. Release of test information to any other party shall be solely pursuant to a written consent form signed voluntarily by the person tested, unless such release is compelled by a hearing officer or a court of competent jurisdiction pursuant to an appeal taken under this policy, or unless deemed appropriate by a professional or occupational labor board in a related disciplinary proceeding.

ARTICLE 24

DURATION AND DISTRIBUTION OF THE AGREEMENT

- 24.1: This Agreement, after having been first executed by both parties in accordance with applicable Florida Statutes and PERC regulations, and after having been ratified by the Employees in the Bargaining Unit and adopted by the City Commission of Coconut Creek, Florida, shall become effective upon ratification and shall continue in full force and effect until September 30, 2022. This Agreement shall not be retroactive except to the extent provisions of this Agreement specifically so indicate.
- 24.2: On or before April 1st of the final year of the Agreement term, the City and the Union shall exchange proposals, although failure to exchange proposals by the date set forth does not negate either party's right to negotiate revisions in the terms and conditions of the Agreement.
- 24.3: Negotiations shall commence no later than June 1st, unless mutually agreed to in writing.
- 24.4: The City agrees to provide one copy of the ratified Agreement to each bargaining unit employee upon request and to post the entire Agreement on Coconet.

ARTICLE 25

TOTAL AGREEMENT

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

ARTICLE 26

SAVINGS CLAUSE

If any provision of the Agreement or the application of such provision should be rendered or declared invalid by any court action, or by reason of an existing or subsequently enacted legislation, which would supersede any provisions of this Agreement that are in direct conflict, the remaining parts or provisions of the Agreement shall remain in full force and effect. The parties shall promptly negotiate a substitute for the invalidated Article, section or portion thereof.

APPENDIX A: PAY SCALE

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


September 29, 2019 - September 26, 2020		
	<u>Hourly</u>	<u>Annual</u>
Minimum	\$52.36	\$108,908.80
Maximum	\$63.30	\$131,664.00
<p>Effective September 29, 2019, there shall be an across the board wage increase of two and two-tenths percent (2.2%), and the maximum of the pay scale shall be increased by five and one-half percent (5.5%). There shall be no increase to the minimum of the pay scale.</p>		

September 27, 2020 - September 25, 2021		
	<u>Hourly</u>	<u>Annual</u>
Minimum	\$52.36	\$108,908.80
Maximum	\$64.72	\$134,617.60
<p>Effective September 27, 2020, there shall be an across the board wage increase of two and one-quarter percent (2.25%), and the maximum of the pay scale shall be increased by the same percentage. There shall be no increase to the minimum of the pay scale.</p>		

As of September 26, 2021		
	<u>Hourly</u>	<u>Annual</u>
Minimum	\$52.36	\$108,908.80
Maximum	\$66.34	\$137,987.20
<p>Effective September 26, 2021, there shall be an across the board wage increase of two and one-half percent (2.5%), and the maximum of the pay scale shall be increased by the same percentage. There shall be no increase to the minimum of the pay scale.</p>		

RATIFIED BY PBA ON July 30, 2019

BROWARD COUNTY POLICE BENEVOLENT ASSOCIATION


Authorized Representative

Authorized Representative

Authorized Representative

CITY OF COCONUT CREEK

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

This 8TH day of August, 2019

ATTEST:

Leslie Wallace May
Leslie Wallace May, MMC
City Clerk

This 8th day of August, 2019

RATIFIED BY CITY COMMISSION ACTION ON August 8th, 2019.

APPROVED AS TO LEGAL FORM AND SUFFICIENCY BY:

Terrill C. Pyburn
Terrill C. Pyburn, City Attorney