



BOCA RATON POLICE SERVICES DEPARTMENT

Departmental Standards Directive 22.100

COMPENSATION, BENEFITS, AND CONDITIONS OF WORK

I. PURPOSE:

The purpose of this directive is to provide guidance to employees of the Boca Raton Police Services Department seeking information related to employment compensation, benefits, and conditions of work including, dual employment, sick leave, physical fitness, employee wellness, collective bargaining and grievances procedures and to create guidelines that provide employee assistance in the identification and resolution of personal or job related concerns or problems that may adversely affect an employee's personal or professional well-being or job performance.

II. POLICY:

The Department recognizes the importance of policy concerning conditions of work and related programs.

The nature of work performed by law enforcement personnel requires that special attention be given to compensation and benefits offered to employees.

Success in these matters is critical if the Department is to provide excellent service at a reasonable cost, compete for qualified personnel, retain competent personnel, and offer advancement and promotional incentives, and reward superior performance.

Recognizing the importance of wellness to its employees, it is the policy of the Department to assist personnel with maintaining and attaining a desired level of physical fitness.

III. DEFINITIONS:

Absolute Standard: Same Job = Same Standard. The level of attainment needed to perform a task without considering one's age, sex, experience, skills, etc., because meeting the criteria is vital to the successful performance of the position.

Collective Bargaining: A process, by which working conditions, benefits and compensation are reviewed, maintained, posted, and agreed upon during good faith negotiations between management and labor.

Detail Coordinator: Employee of the Department who receives requests for an officer to perform specific tasks related to security from home/business owners, coordinates payment, maintains monthly records regarding detail assignments, and communicates issues to the Labor Management Board.

Dual Employment: Secondary employment, business engaged in or services rendered on behalf of any employer other than the City of Boca Raton for which the employee receives some form of compensation.

Employee Assistance Program: A program contracted by the City to provide City employees and their dependents with counseling for a variety of personal or professional reasons, including drug and alcohol dependency, marital or family problems, financial difficulties and work-related problems.

Extra-Duty Police Service Employment: Off-duty employment, with or without uniform, where a certified police officer or certified community service officer (CSO) performs police or police-related functions.

Grievance: A complaint regarding treatment on the job.

Qualified Fitness Personnel: Department employees who have training and/or experience in physical fitness programs.

IV. PROCEDURE:

A. COMPENSATION, BENEFITS, CONDITIONS OF WORK DOCUMENTATION:

1. DOCUMENTATION:

- a. Employment compensation, benefits, and conditions of work with the Department will be governed by the documentation indicated in the References Section of this directive.
- b. Employees desiring specific information regarding employment compensation, benefits, and conditions of work should refer to the following:
 - i. [The Agreement between the City and the Fraternal Order of Police \(FOP\)](#) if the employee is covered by the FOP organization.
 - ii. [The City Personnel Rules and Regulations](#) if the employee is in the classified service and not covered by the [Agreement between the City and the FOP](#).
- c. In addition to the information set forth in the above documents, this directive will govern Department personnel.

2. SALARY PROGRAM:

- a. The Department strives to maintain a salary program that is competitive with neighboring organizations to obtain the most qualified personnel.
- b. Salary levels and differentials for classified employees not covered by the bargaining unit are set by the Human Resources Director and the City Manager who may deviate from minimum entry levels. See the *Personnel Rules and Regulations* and *Personnel Policy & Procedure Memorandum Number III-1*.

c. Salary levels and differentials for employees covered by the bargaining unit agreement are a result of collective bargaining between the City and the FOP.

d. The City reviews the salary program, inclusive of salary levels and differentials, on a yearly basis at a time that coincides with the yearly budget preparation. The review takes into consideration each employee's salary and any anticipated changes in salary levels or differentials that may occur.

3. EMPLOYMENT COMPENSATION:

a. The City of Boca Raton and the Department have several provisions related to employment compensation, including overtime pay, merit increases, and academic incentive pay. These provisions and others are discussed in detail in the *City Personnel Rules and Regulations*, *the Agreement between the City and the FOP* and/or *the Employee Handbook*.

b. The Professional Standards Bureau shall verify that all applicants for the academic incentive pay have a completed CJSTC Form 63, have graduated from an accredited college, university, or community college as defined by [FSS 943.22](#), and have submitted an academic transcript.

4. FRINGE BENEFITS:

a. Fringe benefits offered by the Department to its employees are described in the *City's Personnel Rules and Regulations*, *the Agreement between the City and the FOP*, and/or the *Employee Handbook*.

b. The division commanders, captains or lieutenants may adjust the utilization of the overtime days to best meet the needs of the department or to provide extra personnel for a special event or emergency.

5. TEMPORARY ASSIGNMENT TO A HIGHER CLASSIFICATION:

a. Whenever an employee performs temporary work in a higher classification the employee shall be compensated as specified in the [Agreement between the City and the FOP](#) and the *City Personnel Rules and Regulations*, retroactive to the first day of the temporary assignment.

b. It shall be the responsibility of the employee's supervisor to notify the Professional Standards Bureau (PSB) secretary and the Department's administrative specialist by e-mail or memorandum prior to the commencement of the temporary reclassification; and at least every pay period thereafter.

c. The PSB secretary will forward the status change paperwork to the Human Resources Department.

d. The Department's Administrative Specialist will submit an *Acting in a Higher Capacity* (AIHC) form to the Finance Department for each pay period in which the employee is acting in a higher capacity.

e. When the employee ceases to work at the higher classification, the employee's supervisor shall notify the PSB secretary and the Department's administrative specialist by e-mail or memorandum of the assignment completion date as soon as possible.

f. When the employee ceases to work at the higher classification, the employee's supervisor shall notify the PSB secretary and the Department's administrative specialist by e-mail or memorandum as soon as possible of the assignment completion date. The PSB secretary will submit a status change form to the Human Resources Department, which will remove the bargaining unit employee from the system as *Acting in a Higher Capacity*.

6. LIABILITY PROTECTION:

a. Liability protection and/or civil damage suits against members of the employee organization are covered in Article [10 of the Agreement between the City and the FOP](#), and *City Personnel Rules and Regulations*. Further guidance regarding civil actions against employees is provided in [FSS 111.065](#) and [111.07](#).

7. CLOTHING AND EQUIPMENT:

a. Provisions regarding clothing and equipment used by sworn personnel are covered in the [Agreement between the City and the FOP](#).

b. Civilian personnel who are non-exempt are paid a uniform maintenance allowance during the months of April and October for the preceding six months, paid in two increments as earned or prorated for the previous period. A steel toe shoe allowance, for applicable civilian employees, is not included in the bi-annual allowance and is paid yearly.

c. The Administrative Specialist will request from the City's Human Resources Department a copy of the previous uniform maintenance allowance, by division, and will verify eligibility from payroll sheets. Those employees who are no longer employed by the Department will be eliminated from the list.

d. The Administrative Specialist has the list approved by Chief of Police or his/her designee and submits it to Accounts Payable for processing.

8. EDUCATIONAL BENEFITS:

a. Educational benefits provided to employees include a tuition reimbursement program, the state salary incentive program for sworn members, and consideration of schedule adjustment to enable the employee to attend a course.

9. SUPPORT SERVICES:

a. The City of Boca Raton Human Resources Department shall provide personnel support services in accordance with the City Charter and Code of Ordinances.

b. Any employee directly involved in any critical or traumatic incident which results in a death or serious physical injury shall be placed on a three (3) day mandatory paid administrative leave immediately following the incident and shall have an additional seven (7) day administrative leave available. This leave shall be without loss of pay or benefits.

c. The assignment to administrative leave shall not be interpreted to imply or indicate that the employee has acted improperly. Administrative leave gives the employee time to allow the normal stress reaction to take its course without having the member handle his/her usual workload at the same time.

d. A longer administrative leave may be mandatory at the discretion of the Chief of Police or his/her designee.

e. In all cases where any person has been severely injured or killed as a result of any action of an employee, the involved employee must use the services of the Department's psychologist.

f. The counseling/treatment shall not be related to any Department investigation of the incident and nothing discussed in the session will be reported to the Department. The session shall remain protected by the psychotherapist/patient privilege to the extent allowed under [Section 90.503, Florida Statutes](#).

g. In all cases where any person has been injured or killed as a result of any action of a Department employee, the involved employee and his/her family shall have available the services of the Department's Chaplain. Chaplain services shall remain protected to the extent allowed by [Section 90.505, Florida Statutes](#).

h. The services of the Department's stress debriefing team shall be made available to the involved employee and his/her family.

i. Before resuming his/her regularly assigned duties, the employee may be assigned to administrative duty for a period of time deemed appropriate by his/her psychologist and/or the Chief of Police.

10. MILITARY SERVICE REINTEGRATION:
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a. Any employee assigned to active military service for a period longer than six months shall, upon returning to the Department:

i. Meet with their Division Commander who shall make available the provisions of this directive to the returning member, to include the Employee Assistance Program (EAP) and the Chaplain Program.

ii. Be assigned to a Field Training Officer (FTO) for a minimum of three working days to reacquaint the employee to his/her job function.

iii. Include within the reintegration process, a thorough review of all changes and additions to policy and procedures as documented in PowerDMS.

iv. The FTO shall, upon determining that the employee is sufficiently retrained, forward a letter through the chain of command to the Division Commander releasing the member to his/her assigned duties.

11. CHAPLAIN PROGRAM:

a. The Department maintains a Chaplain Program that provides services to all employees and their family members for counseling and ministerial services, as well as for emergency situations. See [Departmental Standards Directive 22.910 Police Chaplain Program](#).

12. EMPLOYEE ASSISTANCE PROGRAM (EAP):

a. Goal:

i. The goal of the EAP is to provide consultation, treatment and rehabilitation services to individuals with potential problems to in functioning effectively in the workplace.

ii. The City of Boca Raton and the Department provide intervention with health, marital status, family, financial, substance abuse, emotional/stress and other personal matters to the employees.

iii. Because the Department recognizes that employees with existing concerns, persistent problems and/or issues could impact employee job performance and/or their family and co-workers, the Department and City offer an EAP that provides assistance in a constructive manner.

b. Referral to EAP:

i. Since employee work performance and attendance can be adversely affected by the problems of a spouse or other dependent, employees and their immediate family members can receive consultation through the EAP regarding their problems.

ii. Employees are assured that if personal problems are the cause of unsatisfactory job performance, they will receive careful consideration and/or an offer of appropriate assistance. An employee's referral to EAP may either be voluntary, in which the employee elects to participate in the program, or it may be a supervisory referral, in which a supervisor uses agency guidelines to refer an employee into the program.

iii. Employees may voluntarily seek assistance by calling the EAP directly when they believe a personal problem poses a threat or interferes with their job performance or personal welfare.

iv. A supervisor may recommend use of the program either because of the employee's deteriorating job performance or the employee's need for assistance.

- v. The employee assistance coordinator or his/her designee will conduct an initial interview to assess the nature of the employee's problem; explain the purpose and function of the EAP; and motivate the employee to accept the referral to appropriate care.
 - vi. The employee assistance counselor will arrange a referral for the appropriate care consistent with the employee's need(s).
 - vii. An employee has the option to refuse referral into the program and shall be given the right to discontinue participation at any time.
 - viii. When necessary, time off may be granted for treatment or rehabilitation consistent with the City's leave benefits.
 - ix. The Department and City do not assume any responsibility or liability for an employee who decides to use the EAP and does not make any representation to employees about the quality of care.
 - x. Training and/or seminars that will address stress-related issues are available periodically.
- c. Obtaining Program Services:
- i. The EAP contract provider allows for short-term confidential assessment and/or counseling sessions at no cost to the employee.
 - ii. The employee is entitled to a minimum of one and no more than five sessions, which generally last one-hour at no cost.
 - iii. Retirees and family members receive one evaluation session but they will be referred to appropriate help at no cost to the employee.
 - iv. EAP services are available 6 days a week, Monday through Saturday, day and evening hours at (800) 492-0253 through Counseling Services Institute, which has a staff consisting of MDs, Masters Level Therapists, and Certified Addiction Professionals.
 - v. Program availability is voluntary and the City does not impose fees or charges except that the employee will be required to pay for services outside the EAP in accordance with the City's medical benefit plan.
- d. Supervisory Training:
- i. Upon appointment to a supervisory role, employees will receive training on the EAP program that includes information about the supervisor's role and responsibility, identifying employee behaviors that would indicate the existence of employee concerns, and problems and issues that will prevent an employee from functioning effectively in the workplace.

- ii. All new employees of the Department will attend a City orientation where services of the EAP are discussed.
- e. Supervisory Responsibilities:
 - i. Supervisors will document examples of changes in the employee's attendance patterns and performance with specific data regarding dates, places, and events and will include sick leave, performance evaluation ratings, etc.
 - ii. The supervisor shall discuss a pattern of behavior causing unsatisfactory job performance with the employee.
 - iii. The supervisor will suggest that the employee use the EAP, if appropriate, as an available benefit that may help the employee in correcting job performance.
 - iv. When appropriate, the supervisor shall review performance and/or attendance problems with the employee's bureau commander and provide updates as needed.
 - v. The supervisor will monitor the employee's progress and participation, if the supervisor initiated the referral due to job performance
 - vi. Supervisors shall be sensitive to the employee's needs while the employee is using the program and cooperate with the EAP program coordinator.
 - vii. If the employee gives written consent to using EAP services, the supervisor shall follow-up with the assistance provider to determine how well the employee is progressing.
 - viii. The EAP shall use either workplace or community resources for appropriate referrals to services for diagnosis, treatment, and follow-up.
- f. Records and Confidentiality:
 - i. Appropriate measures shall be taken to ensure confidentiality of records for employees admitted to the program, according to established agency directives, personnel guidelines, and state and federal regulations.
 - ii. The employee will be assured the highest level of confidentiality which is legally permissible.
 - iii. When, in the judgment of the employee assistance coordinator/counselor, an employee's conduct may be hazardous to public safety or his/her welfare, the employee assistance coordinator/counselor will inform the appropriate authorities and/or the Department.
 - iv. The City does not assume any responsibility or liability for an employee who decides to use the EAP.

B. CITY EMPLOYMENT PHYSICAL FITNESS GUIDELINES:

1. All applicants for positions in the City will undergo a pre-employment medical examination.
2. All sworn personnel shall undergo a physical examination once a year, which is at the employee's time and expense. The employee shall provide a copy of the results to the City within thirty days of the examination.
3. All entry level sworn personnel will be required to pass physical agility testing.
4. Officers who become physically unfit to perform the duties of their official position shall be subject to dismissal in accordance with Department rules and regulations and/or contractual agreements.

C PHYSICAL FITNESS AND EMPLOYEE WELLNESS PROGRAM:

1. PURPOSE:

- a. The purpose of a Physical Fitness and Employee Wellness Program is to improve individual physical and mental health, reduce disabling injuries, reduce the use of sick leave, reduce health cost expenditures, and contribute to enhancing the Department's professional image.
- b. The benefits of a Physical Fitness and Employee Wellness Program are particularly important for sworn employees performing enforcement activities.
- c. The welfare of fellow officers, citizens, and the Department can be served best when employees maintain an adequate level of physical fitness.

2. PHYSICAL APPEARANCE AND FITNESS CRITERIA:

- a. The Department expects all employees to maintain a physical fitness level that will allow them to perform their duties in a competent and professional manner. Sworn personnel shall not allow themselves to become physically unfit to perform their official duties because of personal neglect or lack of self-discipline.
- b. The set annual physical examinations for all sworn personnel, shall determine satisfactory physical health.
- c. Physical appearance and fitness criteria shall include, but not be limited to, the guidelines as set forth in the Bargaining Agreement.

3. PHYSICAL FITNESS AND THE AGREEMENT:

- a. In accordance with the contractual agreement between the City and the FOP, all sworn personnel represented by the bargaining unit must strive to meet the absolute standard on each fitness element by their anniversary date each year during the term of their employment.

- b. The Department provides a trained coordinator to oversee the Fitness and Wellness Program.
- c. Officers achieving a score that exceeds each absolute standard on their annual fitness tests will earn a total of eight (8) hours of administrative leave after submitting a payroll slip and verification from the Department's fitness coordinator. The eight (8) hours of administrative leave must be used within the next twelve months.
- d. Officers achieving a score of outstanding on their annual fitness tests will earn a total of twelve (12) hours of administrative leave and a fitness award to be worn on the uniform. The 12 hours of administrative leave must be used within the next twelve months.
- e. Annual fitness testing may be deferred due to physical incapacitation or when participation is incompatible with the officer's current physical status.
- f. Requests to defer fitness testing must be made through the designated fitness coordinator.
- g. Deferments will only be approved upon submission of medical documentation signed and dated by a physician.
- h. The medical documentation must provide an estimated date when testing may occur. Testing shall occur within ten (10) days of the physician's clearance that is documented on the Employee Physical Fitness Form.
- i. Officers who delay their fitness test more than thirty (30) calendar days past their anniversary date without the required physician's documentation will not be eligible to earn administrative leave if a score of "exceeds" or "outstanding" is achieved.
- j. Officers who are more than thirty (30) calendar days overdue for testing will lose the privilege of on-duty exercise until the test is completed.
- k. Officers who are more than thirty (30) calendar days overdue for a required re-test will lose the privilege of on-duty exercise until the re-test is completed.

4. EXERCISING ON DUTY

- a. The Department assists its employees with the development of individual fitness standards through qualified personnel and the City's Wellness Program. Participation in the City's Wellness Program is voluntary and is open to both sworn and non-sworn personnel.
- b. Exercise rooms are maintained by the Department.
- c. All employees, after receiving instructions on the use of the equipment and signing a waiver, will be allowed to use the exercise rooms.

- d. Qualified personnel, who may also assist employees in setting a physical fitness program, will conduct the instruction.
- e. Sworn personnel will be permitted to exercise on duty in accordance with the following guidelines:
 - i. Exercise on duty only with their supervisor's approval and as operational commitments allow for a maximum of three hours each workweek.
 - ii. Acceptable activities will be limited to using the Department's exercise room, jogging outside the building, or any licensed physical fitness facility located within the jurisdictional boundaries of the City of Boca Raton.
 - iii. Officers will maintain radio contact at all times while working out and advise Communications of their location.
 - iv. Officers will be required to lock their firearms and Tasers inside the trunk of their vehicles or keep this equipment on their person. Officers will not leave their firearms or Tasers locked inside a locker unless they are exercising at the Department exercise rooms.
 - v. Employees are subject to immediate recall to their duties by any supervisor, as operational commitments require.
- f. Exercising on duty is a privilege that can be revoked at any time.
- g. Officers will be allowed to remove their duty belts, uniform shirts, and vests during their exercise periods.
- h. Officers participating in cardiovascular exercises, such as running, jogging, Stairmaster, treadmill, etc., will be allowed to wear appropriate gym attire.

D. DUAL EMPLOYMENT/SECONDARY EMPLOYMENT/OFF DUTY:

- 1. Employees of the Department may engage in supplemental employment provided they adhere to the following guidelines:
 - a. Dual employment outside City government during those hours in which the employee is required to work by and for the City is prohibited.
 - b. Dual employment may be performed at times other than the employee's working hours provided it does not interfere with the ability or availability of the employee to perform assigned duties.
 - c. Dual employment may be performed at times other than the employee's working hours provided that such employment shall not involve an activity that could result in a conflict of interest that would compromise an employee's ability to provide superior police service to the community.

- d. The employee shall receive prior approval and provide information on the dual employment situation including the employer, a description of the work, the hours, and duration of the employment.
 - e. After the employee completes the *Dual Employment Request for Authorization Form*, it is to be directed to his/her immediate supervisor for review and approval and submitted to the Chief of Police following the chain of command for final disposition.
 2. Reserve military duty shall be exempt from this policy and shall not be considered as dual employment.
 3. Employees of the Department shall not engage in any of the following types of dual employment:
 - a. Any employment where the sale of liquor is the principal business, excluding outside traffic control functions
 - b. Any employment that requires the service of civil process
 - c. Any employment by any other municipality or political subdivision of this State, except with the express permission of the Chief of Police
 - d. Employment as bill collectors
 - e. Employment involving the repossession of merchandise
 - f. Any employment as a private investigator
 - g. Any employment in association with the services of bail bondsman
 - h. Any employment that may necessitate access to police information, records files, or correspondence
 - i. Any employment that reflects adversely on the City of Boca Raton.
 4. No employee of the Department, while working for a private employer, shall rent, lease or sell any goods or services to the City of Boca Raton per [FSS 112.313](#) unless exempted by [FSS 112.313\(12\)](#).
 5. Full-time employees shall not accept employment or engage in any business or professional activity that might reasonably be expected to require or induce them to disclose confidential information acquired by them as a result of their official position without prior written approval by the Chief of Police.
 6. Full-time employees shall not accept employment or engage in any business or professional activity that might impair their independence or judgment in the performance of their public duties.
 7. Employees shall not engage in any outside employment prohibited by Florida State Statutes, federal law, City ordinance, or Department directive.

8. All requests for dual employment will be coordinated through the office of the Chief of Police or his/her designee.

E. EXTRA-DUTY:

1. LIMITATIONS:

a. Extra-duty police service employment is off-duty employment and shall be subject to all limitations as follows:

i. Officers and CSOs on regular duty with the Department shall be permitted to work a maximum of seventy (70) hours of extra-duty within a pay period including City of Boca Raton overtime, except while on annual leave.

ii. Full-time employees shall not work more than eighteen (18) hours in any 24-hour period including normal shift, dual employment, extra-duty details, and City overtime. If an employee must work more than eighteen (18) hours due to exigent circumstances, the employee must first receive permission from a supervisor. Department personnel are exempt from this restriction if engaged in ongoing police functions or investigations, but must receive approval from a supervisor prior to exceeding the 18 hour limit.

iii. Full-time employees shall not work more than eighteen (18) hours of extra-duty details or City overtime details on their day off

iv. The Boca Raton Police Services Department will utilize the Pay Schedule published by the City of Boca Raton. The pay period will begin at midnight on the first day of the pay period and end at midnight fourteen (14) days later. For example 12/05/XX – 12/18/XX and 12/19/XX – 01/01/XX. An individual payday will be defined as 00:01 to 23:59.

v. Shift supervisors will monitor the extra-duty police service employment.

vi. Hours worked on extra-duty police service assignments shall not be considered hours worked for purposes of annual leave, sick leave, disability leave, holidays, and the computation of work weeks or overtime.

2. ELIGIBILITY/SIGN UP:

a. An employee must have received at least a satisfactory rating on his/her last performance evaluation by the Department.

b. An employee may sign up for only those details assigned to his/her shift.

c. Off duty details are divided among the three shifts and posted monthly.

- d. The details will have three color codes: yellow for road patrol day shift, blue for road patrol midnight shift and orange for special operations and the detective bureau.
- e. On the day of details picks employees can only sign up for details under their color code.
- f. The shift color code remains in effect from the detail picks until the first day of the next month.
- g. In all odd months (January, March, May etc.) all color codes are lifted at 0900, 36 hours after detail picks.
- h. In all even months (February, April, June etc.) all color codes are lifted at 2100, 24 hours after detail picks.
- i. Once the color code is lifted, employees can then choose from any available detail based on recommendations by Labor Management.
- j. CSOs can work only those assignments that are principally involved with traffic control and only after sworn officers have been given the opportunity to work the assignment. If the posted assignment has not been filled within 48 hours of the start of the assignment, a CSO may sign up for that detail. Once a CSO has properly signed up for an assignment, a sworn officer may not displace the CSO unless by mutual agreement.
- k. No probationary employees shall engage in extra-duty police service employment for the duration of their initial field-training period.
- l. All employees will be limited to participation in one coordinated detail assignment on a continuing basis.
- m. No employee will be permitted to work extra-duty police service while on an extended sick leave or light duty status with the Department. An employee will not work extra-duty police service when carried on the office timesheet as sick in the preceding 16 hours, on a light-duty status, on administrative leave, or on suspended status.
- n. Extra duty police work shall not interfere with regularly scheduled police work.
- o. Any police officer or CSO wishing to work an off-duty detail must sign up under his/her own name. Proxy sign-up is allowed only when an officer is working an off-duty detail while the sign-up meeting is being held, attending Department approved training/ school or on an approved, non-disciplinary leave.
- p. To sign up for extra duty, the employee must deliver a memo in person to the detail coordinating officer prior to the sign-up meeting date specifying who the proxy will be, the meeting date for which the proxy is applicable, and advising of his/her availability to work details. If the proxy person fails to appear at the sign-

up meeting date, no selection will be made on behalf of the employee he/she was to represent.

q. An employee may not sign up for a detail when scheduled to work for the City without a pre-approved leave request. An employee may not sign up for two separate details with overlapping hours.

3. POLICY VIOLATIONS:

a. Any sworn officer or CSO violating this directive will be brought before either the Labor Management Committee or appropriate personnel for disciplinary action. The Labor Management Committee will review the violation and recommend what action is to be taken at the discretion of the Labor Management Committee.

b. For any violation that is a violation of Department policy, the employee will be open to investigation and possible disciplinary action.

4. PERMANENT DETAILS:

a. There are some details considered permanent or ongoing, and include an individual detail coordinator.

b. All officers and CSOs will be limited to participate in one permanent or on-going detail assignment on a continuing basis, with the exception of the following:

- i. Public high school athletic events
- ii. Boca Raton Hotel & Resort Corporate Security.

c. The following details are considered permanent or ongoing, with their own individual detail coordinator:

- i. Ascension Church
- ii. Public high school athletic events
- iii. Boca Raton Hotel & Resort Corporate Security
- iv. Boca Bath & Tennis
- v. Pope John Paul High School events
- vi. Centre for the Arts – Mizner Park concerts.

5. APPROVAL:

a. All requests for extra-duty police service will be coordinated through the office of the Chief of Police or his/her designee.

b. All requests for permanent extra duty employment must receive approval by the office of the Chief or his/her designee

c. All requests for extra-duty involving City sponsored special events that require the use of overtime must be approved by the Community Services Division Commander or his/her designee prior to posting.

d. Under no circumstances will extra duty employment be approved when any of the following could or has occurred:

i. The employment would tend to reflect discredit or criticism on the employee, the Department, or the City, or would materially detract from the efficiency of the employee in the performance of his/her regular duties

ii. The employment requires affiliation, membership, or allegiance that would tend to interfere with the ability of the employee to properly and efficiently discharge his/her duties.

6. EMPLOYEE RESPONSIBILITY:

a. When an employee volunteers for an assignment it will be the employee's responsibility to work the assignment.

b. If the employee cannot work the assignment, it is that employee's responsibility to find a replacement. If an employee has signed up for a detail and wants other employees to know that he/she is trying to give it away, he/she must place one single line through their name to let other employees know the detail is open.

c. Only the detail coordinator can use whiteout at detail picks and he/she will initial it.

d. Every effort will be made to post assignments well in advance of the scheduled work period.

7. CONDUCT AND APPEARANCE:

a. While engaged in extra-duty police service, employees shall be expected to observe the same rules of conduct to which they would normally be subject in the course of their regular police duties, including the wearing of the proper uniform, if a uniform is required by the extra-duty police service employer. If the uniform is not required, court attire shall be required unless otherwise specified.

8. COMPENSATION:

a. A minimum of three hours will be charged to any extra-duty police service employer.

b. Extra-duty police service employment shall be compensated at an agreed upon consistent fixed rate.

- c. Each detail coordinator will post a list in advance of persons working details including the names, dates, times, and places.
- d. No employee of the Department shall directly or indirectly solicit extra-duty service employment for themselves or other employees.
- e. When the detail coordinator of a job resigns, a person agreed upon between the Labor/Management Committee and the exiting coordinator will fill that position.
- f. Any changes deemed necessary in the future will be submitted to the Labor/Management Committee for recommendations prior to being submitted to the Chief of Police for final approval.
- g. When certain circumstances require an employee to leave an extra duty job, the following procedures are to be observed:
 - i. The employee working the extra duty assignment shall request permission from the off-duty employer or representative of the extra duty job to leave the site.
 - ii. A rationale for the absence and the length of absence should be agreed on.
 - iii. If there is no one in authority available at the job site, the employee shall request permission to leave the site from the Department on-duty shift supervisor.
 - iv. Only under the most exigent circumstances shall an employee leave an assigned post without prior permission.
- h. If circumstances arise which require an employee working an extra duty job to go to on-duty status, a good faith attempt shall be made by the employee to notify the job site customer of his/her change in status.
 - i. If notification of the job site customer cannot be accomplished by the time the employee is required to leave the job site, he/she shall personally return to the job site as soon as practical or request that notification be made to the extra duty employer that the employee was required to leave the site.
 - ii. Under all circumstances, the employee shall radio Communications dispatcher on the main dispatch channel and advise them of all changes in his/her status and/or location. Status change information shall be recorded in CAD for safety and accountability purposes.
 - iii. When the employee is required to leave the position and return to the Department, the employee is eligible for overtime.
 - iv. At no time should an employee receive simultaneous pay from the City and the extra-duty police service employer.

- v. It is the employee's responsibility to notify either the extra-duty police service employer personally or the person in charge of the detail that he/she was required to go to an on-duty status.
- i. Officers working extra-duty police service employment at the establishments primarily engaged in sale or consumption of liquor are confined to outside areas and are not to enter the premises except when called in response to an emergency.
- j. When the employee working the extra-duty police service is made aware of the need for an employee inside the premises for a non-emergency situation, the employee is to contact Communications to have an on-duty unit respond and handle the call.
 - i. Complaints must be initiated on all calls for service that occur while on extra duty assignments.
 - ii. If an emergency exists requiring the employee to enter the premises, the employee is to advise Communications prior to entering, also requesting that a complaint be initiated at that time.
 - iii. The employee should await the arrival of a back-up unit, if practical, before entering the premises.
- k. The employee has a legal obligation to report all earned income.
- l. The duty detail coordinator will give each employee a total of the compensation earned for off-duty work annually. The employee will sign a receipt for the total year's compensation.
- m. Prior to reporting to the detail, the employee who is working the detail must have his/her name correctly listed on the detail sign-up sheet.

9. DEPARTMENT VEHICLE USAGE:

- a. Employees with a take-home Department vehicle may operate the vehicle to and from off-duty employment, but may not use the vehicle as part of the off-duty employment unless vehicle costs are paid by the off-duty job employer, or use is authorized by the division commander.
- b. Department vehicles that are not take-home vehicles shall not be used on, or as transportation to and from off-duty details, unless the off-duty job employer pays the vehicle costs, or use is authorized by the division commander.
- c. Department vehicles, other than take-home vehicles, shall not be used on an off-duty detail without the knowledge, authorization or permission of the on-duty supervisor. Employees working an off-duty detail where a vehicle is required and usage paid shall obtain permission of the on-duty watch commander prior to taking any Department vehicle to an off-duty job.

d. Employees using any Department vehicle on an off-duty detail shall advise Communications of the vehicle number in use and the duration of the use of the vehicle.

E. ACCIDENT FREE BONUS:

1. A bi-annual Accident-Free Bonus is awarded to all eligible sworn personnel as required by the [FOP contract Article 11, Section 3](#).

a. Sworn employees excluding those covered by the FOP contract will be eligible to receive the accident free bonus paid bi-annually. Sworn employees who are accident free and/or involved in non-preventable accidents during the preceding six months will be paid the bonus during the months of April and October.

b. Eligibility requirements for the Accident-Free Bonus are as follows:

i. Must be a sworn officer for the entire preceding six months.

ii. Must not have had an accident with a preventable ruling by the Accident Review Board (ARB)

iii. If an accident is pending by the ARB at the time the bonuses are due, the bonus will be paid at the outcome of the review, if the officer is found not to be at fault.

c. The Police Fiscal Office will be responsible for processing bi-annual payment of the accident free bonus.

d. The Administrative Specialist will obtain a current list of sworn officers and be responsible for the following:

i. Obtain a list of crashes by division with the ARB determination from the safety officer in Risk Management

ii. Indicate any sworn officers who are not eligible on the current personnel list

iii. Have the eligible list approved by the Chief of Police or his/her designee

iv. Submit the list to payroll for processing.

G. SICK LEAVE:

1. SUPERVISOR'S RESPONSIBILITIES:

a. It is the responsibility of the employee's supervisor to exercise concern over the well being of his/her employees and ascertain that employees are not abusing sick leave.

- b. It is the supervisor's responsibility to contact employees who call in sick.
- c. An Employee shall submit a satisfactory medical certification from a physician within timeframes established by the FOP contract and the City Personnel Rules and Regulations before any additional use of sick leave can be authorized. The medical documentation shall state the status of the employee, including the following:
 - i. Employee has recovered enough to return to work
 - ii. Employee is still too ill to return to duty
 - iii. Employee may return to work in a light duty status, provided the procedures in [Departmental Standards Directive 12.900 Light Duty Assignment](#) are followed.
- d. Employees may expect a personal visit by a supervisor during the tour of duty for which they call in sick.
 - i. Personal visits may occur on the following day tour if employee calls in for the midnight shift.
 - ii. The supervisor may, after visiting the sick employee, submit a memorandum that documents his or her observations to the division commander.

2. EMPLOYEE RESPONSIBILITY:

- a. Any employee who is unable to report for scheduled duty shall personally notify his/her supervisor, stating the reason and the expected date and time of return.
- b. Notification shall be accomplished as early as practicable.
- c. An employee shall not feign illness or injury.
- d. If injured or ill, the employee shall remain at his/her residence during his/her normal duty hours, except to consult a physician, attend a medical facility, or obtain prescriptions.
- e. If convalescence is to be at a location other than his/her residence, the employee shall notify his/her supervisor.
- f. No employee shall be absent when leave has not been granted.

3. REQUESTS FOR LEAVE:

- a. All requests for leave shall be prepared on a *Request for Leave Form*.
- b. The supervisor, who is responsible for the time covered in the leave request, shall approve or deny the request for leave. Supervisors shall initial their

approval in the *appropriate* section of the *Request for Leave Form* prior to submission of the form to the division commander and to the Office of the Chief of Police.

- c. Requests for leave may be considered on a first-come, first-serve basis.
- d. If the employee is not able to submit a leave slip due to uncontrollable circumstances, it is the supervisor's responsibility to submit the leave slip on a daily basis or for the duration of the absence, if known.

4. MEDICAL APPOINTMENTS:

- a. Up to a maximum of eight hours of sick leave may be authorized in a fiscal year for personal appointments with doctors, dentists, or other recognized practitioners when it is not possible to schedule the appointments during off-duty hours.
- b. Pre-scheduled medical and dental appointments, with at least one-week's notice, will not be cause to lower the employee's performance evaluation rating in the category of *Attendance and Punctuality*.

H. COLLECTIVE BARGAINING:

- 1. To retain input on items that affect law enforcement matters and capabilities of the Department, participation in the collective bargaining process is necessary and proper.
- 2. Pursuant to the *Agreement*, the City of Boca Raton recognizes the Fraternal Order of Police (FOP) Lodge #35 as the sole bargaining unit for sworn personnel who perform the functions of police officer, police sergeant, and police lieutenant.
- 3. The City's contract bargaining team for negotiations involving sworn officers of the Department shall be under the direction of the City Manager, who will designate the members of the team. The team presently consists of the following at a minimum:
 - a. The Human Resources Director in the City Manager's Office as the head negotiator
 - b. The Chief of Police or his/her designee
 - c. City staff members as required.
- 4. The development of the negotiation process shall be set through the Human Resources Director in the City Manager's Office. Prior to the process for negotiation of substantive issues, the Human Resources Director, in conjunction with the chief negotiator for the bargaining unit, shall set ground rules for the bargaining teams, to include the following:
 - a. Compensation of agency employees serving as official members of the bargaining teams
 - b. Time schedules and agendas for meetings

- c. Procedures governing release of information to third parties
 - d. Methods of recording the deliberations
 - e. Methods for introducing issues
 - f. The method for resolving conflict.
5. Department staff members attached to the City's collective bargaining team shall assist in good faith bargaining and in accordance with [FSS 447.403](#).
6. A written record of the bargaining agreement shall either be posted or disseminated to all affected personnel.
7. Responsibility for informing all affected personnel shall be accomplished through an agreement between the bargaining teams.
8. The bargaining contract shall be reviewed with staff and supervisors after ratification and acceptance via memo or at an agency staff meeting to insure compliance with the agreement giving special attention to new and amended articles.
9. The City of Boca Raton shall abide in letter and spirit to the labor agreement ratified by both sides.
10. Once an agreement has been ratified, the Chief of Police or his/her designees shall obtain a signed copy of the agreement.
11. The Department's policies and procedures shall be reviewed and amended, if necessary, to coincide with the agreement.

I. GRIEVANCE PROCEDURES:

1. A carefully designed grievance process can help reduce personnel dissatisfaction, improve morale, identify problems in the organization, and increase the positive perception employees have of the organization. This directive enables employees of the Department to resolve their grievances fairly and expeditiously.
2. Grievance procedures have been established so problems can be considered fairly and without reprisal when employees of the Department have complaints or grievances concerning their job.

3. RULES AND REGULATIONS:

- a. City Personnel Rules and Regulations and/or the collective bargaining unit contract will guide the Department and the City with regard to employee grievances.
- b. Members of the bargaining unit will be guided by the grievance procedure as set forth in [Article 16 in the Agreement between the City of Boca Raton and the FOP, Lodge 35](#).

c. Employees shall have the right to employee representation during the grievance procedure.

d. Employees, who are not members of the collective bargaining unit, FOP Lodge #35, will be guided by the procedures set forth in *Article 15* in the *Personnel Rules and Regulations Manual, City of Boca Raton*.

4. COORDINATION:

a. The PSB supervisor is responsible for coordination of the grievance procedures with the City's Human Resources Department

5. GRIEVANCE FORMS:

a. Employees wishing to file a grievance should use the forms made available for the purpose, which indicate the following information to be included in the grievance whether the form is used or not:

- i. A written statement of the grievance and the facts upon which it is based
- ii. Written allegation of the specific wrongful acts and harm done
- iii. A written statement of the remedy or adjustment sought.

6. GRIEVANCE RESPONSE:

a. Supervisors responding to grievances will be guided by the appropriate form used to file the grievance as well as by procedures set forth in *Article 15* of the *Personnel Rules and Regulations Manual* for non-bargaining unit employees or [Article 16 of the Agreement between the City and the FOP](#) for bargaining unit employees.

- b. In all cases, the response shall include the following:
- i. Acknowledging receipt by noting time, date, and person receiving the grievance
 - ii. Analyzing the facts or allegations
 - iii. Affirming or denying, in writing, the allegations in the grievance
 - iv. Identifying the remedy or adjustments, if any, to be made.

7. APPEAL OF DECISION:

a. If an employee is not satisfied with a supervisor's decision regarding his/her grievance, the appeal process follows the chain of command as indicated in the procedures of the appropriate article.

8. FINAL AUTHORITY:

- a. Final authority via *Article 15* of the *City Personnel Rules and Regulations Manual* rests with the City Manager based on the findings of the Civil Service Board and all other findings in the case. [City Ordinance Sections 2-66 to 2-71](#) govern the composition, functions, and criteria for the appointment of members to the Civil Service Board.
- b. Final authority via *Article 16* of the collective bargaining unit agreement will be an arbitrator from the Federal Mediation and Conciliation Service or the Civil Service Board.
- c. Procedures regarding the use of arbitration are set forth in [Article 17 of the Agreement between the City of Boca Raton and the FOP, Lodge 35](#).
- d. The *City Personnel Rules and Regulations Manual* and/or the collective bargaining unit contract will guide the Department with the City with regard to employee grievances.

9. GRIEVANCE RECORDS AND ANALYSIS:

- a. The PSB supervisor shall maintain and control all grievance records in a secure area. Access to grievance records shall be limited and in accordance with applicable laws.
- b. The PSB will be responsible for completing an annual analysis of grievances and forwarding a report to the Chief of Police. If through the analysis the Department's Chief of Police observes a trend in filed grievances, steps may be taken to minimize the causes of such grievances in the future.

V. REFERENCES:

- A. [Agreement between the City of Boca Raton and the Fraternal Order of Police Lodge 35 Articles 18 through 3, and 40](#)
- B. *Personnel Policy & Procedure Memorandum Number III-1 through III-10, I-10 and I-13.*
- C. *City of Boca Raton Employee Handbook*, pg. 10-19
- D. *Personnel Rules and Regulations Manual Articles 2 through 14 and 18, Article 3, Section 13 and Article 10, Section 4*
- E. [FSS 111.065 and 111.07](#)
- F. [Code of Ordinances, Section 2.63](#)
- G. *Wellness Program Handbook*
- H. *Physical Agility Testing* booklet from Broward Community College Criminal Justice Institute.

- I. The Cooper Institute of Aerobic Research, Dallas, TX
- J. [Departmental Standards Directive 12.900 *Light Duty Assignment*](#)
- K. [Departmental Standards Directive 22.910 *Police Chaplain Program*](#)
- L. [Departmental Standards Directive 22.915 *Employee Catastrophic Injuries and/or Death*](#)
- M. [Departmental Standards Directive 41.255 *Notification of Next-of-Kin*](#)
- N. [Departmental Standards Directive 47.145 *Critical Incident Stress Debriefing Team*](#)

Approved: _____ Dated: _____ Daniel C. Alexander Chief of Police
