



PERSONNEL POLICY MANUAL

CITY OF BOYNTON BEACH

IMPORTANT NOTICE

Many of the policies contained in this manual are based on policy determinations, legal provisions, interpretations of law, and employee relations principles, all of which are subject to change. For this reason, this manual is considered to be a guideline and is subject to change with little notice. *This manual does not constitute a contract of employment.*

Nothing in this manual shall be construed to constitute a contract or offer of a contract. The City has the right, at its discretion, to modify this manual at any time with or without notice. The provisions set forth in this manual are not intended to create a property right or entitlement. Nothing herein limits the City's rights to terminate employment.

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1
2 **I. GENERAL PROVISIONS**

3
4 **01. Purpose of These Policies**
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6 These policies are to provide guidance for the administration of the City's Personnel program.
7

8 A. These policies shall apply to all classifications, unless a classification is covered by a
9 collective bargaining agreement or an appointment letter. If the bargaining agreement
10 that covers an employee or an employee's appointment letter does not address specific
11 issues then these policies shall apply as to that issue.
12

13 B. An employee who is promoted or reclassified from classifications previously covered by a
14 bargaining unit agreement or by any previous rules or regulations into positions affected by
15 these policies, shall be considered covered by these policies effective as of the date of the
16 promotion or reclassification.
17

18 **Approval of Policies**

19 These policies shall be in force and effect when approved by Ordinance of the City Commission. In
20 the event of any conflict between these rules and any other existing policies, rules or regulations
21 which are in conflict with these policies, these policies shall prevail.
22

23 **Amendment of Policies**

24 These policies may be amended from time to time by Ordinance of the City Commission.,
25

26 **Codification**

27 The City Administration reserves the right to re-codify the Personnel Policy Manual to facilitate its
28 use.
29

30 **02. Organization for Personnel Administration**

31
32 **City Commission:**

33 The City Commission shall:

34 A. Have the power to approve or amend the Policies after receiving a recommendation from
35 the City Manager.
36

37 B. Ratify letters of appointment when required by the City Charter.
38
39

40
41 **City Manager**

42 The City Manager shall:
43

44 A. Be responsible to the City Commission for the administration of the personnel system.
45

46 B. Appoint, promote, transfer, remove, demote, suspend, or discipline all subordinate
47 employees. The City Manager may, in his/her discretion, delegate administrative
48 authority to the Human Resources Director or Assistant City Manager to approve
49 personnel actions. The City Manager may enter into letters of appointment to hire or
50 retain exempt status management employees under such terms and conditions as the
51 City Manager deems necessary to hire or retain competent management personnel.
52 Ratification of letters of appointment by the City Commission is not required unless

1 otherwise required by the City Charter.
2

- 3 C. Perform other duties and have and exercise other powers in personnel administration
4 as is vested in the City Manager by the provisions of the City Charter, applicable law and
5 these policies.
6
7 D. Appoint a Human Resources Director who shall be responsible to the City Manager for
8 the administration of the City's Human Resources programs.
9

10 **Human Resources Director:**

11 The Human Resources Director shall:
12

- 13
14 A. Administer the provisions of these policies.
15
16 B. Develop and administer recruitment and examination programs to source competent
17 applicants to meet the needs of the City.
18
19 C. Develop, administer and maintain job descriptions/classification specifications that
20 reflect the duties being performed by each employee.
21
22 D. Perform a periodic review of compensation levels, in the area, to the extent that such
23 levels affect City employment.
24
25 E. Provide forms and/or procedures as necessary, appropriate or desirable to carry out the
26 Human Resources programs.
27
28 F. In cooperation with the City Manager and various department heads, develop and
29 establish training and educational programs for employees as conditions warrant.
30
31 G. Perform Human Resources administration activities consistent with the City Charter or
32 these policies, as the City Manager may direct, or as may be required by Ordinance.
33
34 H. Prepare and recommend policies or amendments to the policies as necessary or
35 advisable to carry out the intent and purposes of the City's Human Resources
36 programs.
37
38 I. Administer the Employee Benefit Programs.
39
40 J. Periodically, review the Human Resources Personnel Policy Manual (PPM) and make
41 recommendations to the City Commission through the City Manager for amendments of
42 the PPM.
43
44 K. Administer the Performance Appraisal Program.

43 **03. Equal Employment Opportunity Statement**

44 The City of Boynton Beach is an Equal Opportunity Employer and prohibits discrimination because
45 of race, color, creed, religion, national origin, sex, age, political affiliation, disability (except where
46 such factor is a bona fide occupational qualification or is required by State and/or Federal law),
47 sexual orientation, marital status, veteran status and/or other protected class status in all aspects of
48 its personnel policies, programs, practices, recruitment, examination, appointment, training,
49 promotion, retention or any other actions and operations.
50

51 **04. Code of Ethics**

52 In accordance with the City of Boynton Beach current Ordinance, all City employees are subject
53 to and must comply with the Palm Beach County Code of Ethics. Employees are required to
54 complete City ethics training programs and submit a signed proof of training to Human
55 Resources for inclusion in the employee's personnel file. New hires are required to complete the
56 ethics training and submit their proof of training form to Human Resources within one (1)
57 month of employment.
58

1 **05. Harassment**
2

3 The City of Boynton Beach is committed to providing a work environment that is free of unlawful
4 harassment. Harassment (both overt and subtle) is a form of discrimination when a person is
5 subjected to a hostile or offensive work environment because of threatening, intimidating,
6 embarrassing, or other offensive behavior based on race, religion, age, disability, sex, national
7 origin, sexual orientation, or other protected class status.
8

9 Unlawful harassment is a serious offense and a violation of the City's standards of conduct. Any
10 employee who engages in harassment of another employee or encourages such behavior by others
11 shall be subject to disciplinary action up to and including dismissal. By way of illustration, but not
12 limitation, the following shall constitute inappropriate workplace behavior:
13

- 14 1. Disparaging remarks (written or verbal) of a discriminatory nature. Includes slurs toward a
15 protected group;
- 16 2. Jokes targeting a protected group, as well as jokes or comments of a sexual nature;
- 17 3. Posters, flyers, personal attire, etc., designed to promote discrimination or harassment of a
18 protected group;
- 19 4. Disparate treatment of individuals in the protected categories involving recruitment,
20 promotional opportunities and application of policies, procedures and regulations;
- 21 5. Acts of violence, threats of violence, or other harmful or offensive behavior intended to
22 promote a hostile work environment because of an individual(s) membership in a protected
23 group;
- 24 6. Sexual harassment can include unwelcome sexual advances, request for sexual favors, and
25 other verbal or physical conduct of a sexual nature that creates a hostile or intimidating
26 environment. The policy prohibits behavior that is not welcomed by the employee and is
27 personally offensive such as, but not limited to:
 - 28 ▪ Sexual flirtations, advances or propositions.
 - 29 ▪ Verbal abuse of a sexual nature, sexually related comments and joking, graphic, or
30 degrading comments about an employee's appearance, or the display of sexual objects
31 or pictures.
 - 32 ▪ Any uninvited physical contact or touching, such as patting, pinching or intentionally
33 brushing against another's body.

34
35 **Provisions**

- 36 1. All levels of supervisors are responsible for communicating this policy, and for
37 recognizing, responding, taking corrective actions, and/or preventing the harassment of
38 City employees.
- 39 2. Employees who feel they are a victim of harassment have an obligation and a duty to advise
40 the individual instigating the harassment that the conduct or behavior is unwelcome and
41 offensive. If the behavior continues, the employee is required to immediately report the
42 behavior to their own supervisor or to Human Resources. The individual instigating the
43 harassment may not necessarily be another employee, co-worker, or supervisor, but may
44 also be any other person conducting business for or with City employees.
- 45 3. Employees are required to complete Preventing Harassment and Discrimination policy
46 training on-line as directed.

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Procedures

1. Employees should report any harassment complaint immediately. Employees have the option of reporting the complaint as follows:
 - a. to their supervisor or department director, or
 - b. to the Director of Human Resources or a Human Resources Department designee.
2. If the supervisor or department director is the person accepting the complaint, he or she will try to resolve the problem and will also notify the Director of Human Resources of the complaint.
3. A written statement will be requested of the complainant. Human Resources will begin coordinating and conducting the investigation process in a timely manner.
4. The City will provide an administrative response in a timely and reasonable manner. The response will indicate corrective actions, if any, to the employee filing the complaint and to the individual(s) involved in the harassment.
5. If the employee perceives the situation to be threatening, that employee may request authorization to use accrued annual leave, leave without pay or a job transfer. Approvals will be determined on a case-by-case basis.
6. Disciplinary and/or corrective actions shall be imposed based upon the severity of confirmed harassment.
7. Confidentiality, to the extent permitted by law, shall be maintained to the extent allowed by law to the persons involved in any investigation of a complaint.
8. Employees exercising their rights by filing a complaint in good faith will not be retaliated against by the City regardless of the findings of the investigation; however, any employee found to have provided false or misleading information or one who does not fully cooperate with an investigation when filing a complaint may be subject to disciplinary action.
9. The Director of Human Resources shall determine the administrative operating procedures for this policy.

06. Violence in the Workplace

The City of Boynton Beach maintains a zero tolerance policy toward workplace violence. It is the intent of the City to provide a workplace free from intimidation, threats, or violent acts.

1. Violence, potential for violence, or the threat of violence, by or against any employee of the City of Boynton Beach, is unacceptable and will subject the perpetrator to serious disciplinary action up to and including termination, and criminal charges.
2. Possession, use, or threat of use, of a weapon, including any type of firearm, is not permitted at work, or on City property, including City vehicles, unless such possession or use of a weapon is a necessary and approved job requirement .
3. Any person who exhibits unusual behavior or makes threats, exhibits potential for violence or threatening behavior, or engages in violent acts on City property shall be removed from the premises as quickly as safety permits, and shall remain off the City's premises pending the outcome of an investigation.
4. All City personnel are responsible for notifying a supervisor of any threats, which they have witnessed, received, or have been told that another person has witnessed or received.
 - a. Even without an actual threat, personnel should report any behavior they have witnessed which they regard as threatening or violent.

1 management positions, professional and technical employees may be hired by the City
2 Manager by Letters of Appointment. Salary, benefits and other terms and conditions of
3 employment shall be negotiated on an individual basis. The Letter of Appointment shall
4 specify which provisions of the PPM shall not apply to the employee.
5

- 6 2. **Regular** Employees are employees whose terms and conditions of employment are
7 covered by the PPM. Regular employees are not otherwise designated as contract
8 employees or as bargaining unit employees.
9

- 10 3 **Bargaining Unit** Employees are those employees whose positions are covered by a
11 specific bargaining unit and whose terms and conditions of employment are covered by
12 that agreement.
13

14 **02. Recruitment and Selection**

15
16 In order for the City to be operationally competitive with other governmental entities as well as the
17 private sector, the recruitment and retention of qualified employees is of paramount importance. To
18 achieve maximum efficiency, vacant positions shall be filled with the most qualified candidates in
19 the best interests of the City through recruitment, selection, promotion/demotion or hiring of
20 employees on the basis of their qualifications and relative knowledge, abilities, and skills.
21

22 **Basic Requirements**

- 23
24 1. Human Resources is responsible for the nondiscriminatory implementation of this policy.
25 2. Each department is responsible for assisting the Human Resources Department with
26 recruitment, interviews, tentative selections, and recommendations for appointment.
27 Departments do not have the authority to modify or waive the provisions of the PPM.
28 3. Human Resources has primary responsibility for hiring employees. All employment
29 discussions by department representatives are to be considered non-obligatory, exploratory,
30 and tentative in nature and should be indicated as such to the applicant. Any offers of
31 employment made to an individual prior to obtaining all necessary authorizations shall not
32 be binding on the City.
33

34 **Procedures**

35 **A. Applications and Interviews**

- 36
37 1. Once Human Resources has officially announced a job vacancy through the posting of
38 an Employment Opportunity notice on the City's website, the official recruitment process
39 has begun. The recruitment process may be withdrawn for any position by the Director
40 of Human Resources.
41
42 2. Individuals desiring consideration for employment must submit an Application for
43 Employment, to Human Resources via the City's website. All information provided in the
44 Application for Employment will be subject to verification.
45
46 3. New hires are required to complete a twelve (12) month probationary period before
47 they can apply for another position in the City. During certain economic conditions the
48 City Manager may waive this rule. Current employees who are interested in and qualify
49 for a posted vacancy are encouraged to apply by submitting their applications via the
50 City's website. Veterans' preference will be given in compliance with current legislation.
51
52 4. Falsification of any part of the Application for Employment or any related documents
53 may, upon discovery, lead to the denial of an application, withdrawal of an offer of
54 employment, or dismissal of the employee regardless of the employee's length of

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service.

- 5. Departments should not accept applications or resumes since applicants are required to apply on-line. Applicants should be referred to the City's website.
- 6. Human Resources will only accept applications for employment when a job vacancy has officially been announced through the posting of the Employment Opportunity notice on the City's website.
- 7. Human Resources will conduct background checks including but not limited to verification of academic degrees, certifications and licenses as applicable.
- 8. Certain classifications may require meeting applicable testing requirements prior to candidates being given consideration. Human Resources will administer examinations for classifications that require tests as part of the selection process.
- 9. Human Resources will forward test results and applications that meet the minimum qualifications of the position to the appropriate Department Head/Department Head Designee or the hiring manager.
- 10. Upon receipt of the eligible applications, the department should:
 - a. Review and evaluate all applications based on, but not limited to; relative qualifications, knowledge, abilities, skills, education, degree requirements, experience, and certifications or licenses required in accordance with current classification specifications.
 - b. Determine that the applicant pool is sufficient prior to proceeding to the interview and/or applicant testing step and prior to making a recommendation for employment.
 - c. Prepare an interview schedule and conduct interviews. Human Resources may assist in scheduling, contacting, or interviewing of applicants at the request of the department.
 - d. Determine which candidate is most suitable for further consideration and proceed with applicant testing, if applicable, or additional interviews, if necessary.
 - e. If a selection cannot be made the department should notify Human Resources to re-post the Employment Opportunity Notice to solicit additional candidates.

B. Selection, Reference Checks and the Recommendation Process

- 1. Once the interview process has determined suitable applicants, the department is responsible for checking employment history and references. No inquiry regarding criminal records, credit history or medical conditions shall be made at this step of the evaluation.
- 2. Human Resources may also conduct verifications regarding academic degrees, licenses and certifications, as applicable, verifying previous employments, and references. All information provided on the Application for Employment will be subject to verification.
- 3. Once the results of reference checks and other verifications are determined to be satisfactory, the department will be notified.
- 4. The department may then recommend an applicant for employment and submit the proper forms to Human Resources for processing. If the Department Director proposes a salary that exceeds the minimum of the position's pay range, written justification must be included for consideration of the salary.

- 1 5. Upon approval of a recommendation for employment and in conjunction with a tentative
2 offer of employment, a pre-employment physical and a drug test may be conducted.
3 Medical results must be satisfactory to determine fitness for duty. At this step of the
4 hiring process, Human Resources, shall also conduct the appropriate background
5 verification and may verify credit, following the requirements of the Fair Credit
6 Reporting Act.
- 7
8 6. After review and acceptance of an applicant's background history and other pre-
9 employment screening, the Human Resources Director may authorize proceeding with
10 the hiring process.
- 11
12 7. It is the City's intent to employ the most qualified applicant best suited for the position.
13 Current employment with the City is a factor, but is not, in and of itself, the
14 determinative or controlling factor.

15 16 **C. Employment Acceptance**

- 17
18 1. Employment acceptance must be made by the applicant, within three (3) workdays of
19 the department's employment offer, unless otherwise extended by Human Resources. If
20 employment acceptance is declined, the department may consider another applicant
21 from the recruitment's applicant pool, or the department may choose to begin a new
22 recruitment process. Employment Procedures shall be followed in either case.
- 23
24 2. Human Resources and the department will collectively establish the hire date upon
25 pre-employment clearance. New employees must provide proof of work eligibility and
26 verification of identity to the City within three (3) business days of their first work
27 day in accordance with the Department of Homeland Security's employment
28 eligibility requirements. Upon hire, Human Resources will forward the necessary
29 employee paperwork to the Finance Department for payroll purposes.

30 31 **D. Orientation**

32 Human Resources shall schedule and conduct a general orientation program for all new
33 employees to explain the City's history and organization, to review City Policies including the
34 Code of Ethics, to assist with the completion of benefit program enrollment forms, and to
35 emphasize the use of safe work practices.

36 37 38 **03. Employment of Relatives**

39 An employment decision that results in the hiring of a relative of another City employee must be in
40 compliance with the Florida state law on nepotism. This policy is intended to eliminate hiring
41 practices that result in conflicts of interest, favoritism or the appearance of impropriety.

- 42
43
44 A. No person may be hired or transferred into a department in which he/she has an
45 "immediate family" member working if it would necessitate one to supervise or evaluate the
46 other.
- 47
48 B. Persons becoming husband and wife while working within the same department may not
49 both continue their employment in the same department, if one supervises or evaluates the
50 other.
- 51
52 C. The provisions of Florida Statute 112.3135, regarding nepotism shall supersede any
53 provision of this Policy.

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04. Hours of Work

Hours of work will be determined by Department Directors, subject to the approval of the City Manager and shall:

- A. be determined in accordance with the needs of the City, and
- B. be established in a manner that promotes environmental sustainability by conserving financial and environmental resources, and
- C. be established to provide the public with convenient access to City resources and services.

05. Human Resources Information / Employee Files

The official personnel file of each employee is electronically maintained in Human Resources. All documents in the file, with certain exceptions, are subject to the Florida Public Records Statute 119.07 that requires information in the file be made available for review upon request. Documents/information exempted by this Law (with some exceptions, e.g. a Court Order) are:

- Social Security Number
- Medical information
- Benefit Information
- Home Address and telephone number of employees designated in F.S. 119.07
- Spouse's work and children's school addresses and telephone numbers of these employees

When there is a request to review an employee's personnel file, the employee must be notified in writing within ten (10 days) (E-mail is acceptable notification).

Employees must notify Human Resources in writing, within ten (10) days, whenever they have a change of address or telephone number, or a change in the name, address or telephone number for their emergency contact.

06. Probationary Period

In order to determine that each employee is placed in a position most likely to result in a successful career at the City, all newly hired or promoted/demoted or transferred employees shall be required to complete a probationary period.

All Probationary employees:

- Have no property entitlements to their positions.
- Shall be subject to demotion without the City being required to state a reason. The probationary employee can not appeal the demotion.
- Shall be subject to dismissal without cause, after review by Human Resources.
- Have no right to appeal or grieve any type of disciplinary action.

New Hire (Full-time):

Each new full-time employee must successfully complete a probationary period of twelve (12) months from the date of hire. During the twelve (12) month probationary period new hires are not eligible to apply for other positions.

Part-Time to Full-Time:

A part-time employee who accepts a full-time position must successfully complete a

1 probationary period of twelve (12) months from the date of the status change.

2
3 **Promotion to a Higher Graded Position:**
4

5 Each promoted employee must successfully complete a probationary period of six (6) months
6 from the date of promotion. *Note:* Applicants for promotion must have been in their current
7 position for a minimum of six (6) months and have a "Meets Standards" or higher performance
8 rating. The pay of a promoted employee, who is demoted prior to completion of a probationary
9 period, will be reduced by the same amount as the promotional increase. Exceptions to this
10 policy may occur if there is a departmental restructuring that results in an involuntary demotion
11 for one or more employees. The City Manager must approve any restructuring and resulting
12 demotions.
13

14 **Transfer to a different position, whether in the same pay grade or as a demotion:**
15

16 Each transferred or demoted employee must successfully complete a probationary period of six
17 (6) months from the date of transfer or demotion.
18

19 **III. COMPENSATION**
20

21 **01. Overtime**
22

23 The City has the right to assign work and overtime. Exempt employees are not eligible for overtime
24 compensation. Overtime pay for non-exempt employees may be given only for authorized or
25 directed time worked in excess of 40 hours in a seven (7) day workweek. Overtime will not be
26 granted for less than a fifteen (15) minute period. In calculating eligible overtime compensation,
27 only actual hours worked shall be counted.
28

29 Provisions of the Fair Labor Standards Act shall be applied to resolve all overtime issues.

30 **02. Callback and On Call**
31

32 **Callback**

33 Callback is an unscheduled or emergency return to work, at the request of a Department Director or
34 his/her designee, outside of officially scheduled work hours or on a holiday or day off. It is not
35 overtime or holiday if work is scheduled in advance and a regularly recurring call to duty.
36

37 Any employee who has physically left work (punched out, etc.) and is called back to work by his/her
38 Department Head or the Department Head's designated representative for an unscheduled or
39 emergency assignment, shall be compensated for two (2) hours of call back pay, plus the time
40 worked in excess of the first fifteen (15) minutes.
41

42 If work conducted on the call extends into normal work hours, the time worked will be paid at
43 straight time. Employees called back to work during lunch breaks are not entitle to Call Back Pay.
44 In this case the finishing time for that particular work day will be adjusted accordingly.
45

46 **On Call**

47 To provide for after-hour service needs, some operations within the City may designate non-
48 exempt employees to be on-call.
49

50
51 Restricted on-call: time spent on or away from City premises under conditions which prevent the
52 employee from using the time for personal activities. All such time in readiness is considered
53 time worked.
54

55 Unrestricted on-call: all time after regularly scheduled working hours when an employee is

1 designated to be available for call-back. The employee is free to pursue personal activities but
2 must respond to pager or cellular phone contact within designated guidelines set by the
3 department head. This is not considered time worked. If called back, however, call-back
4 compensation will be paid.

6 **03. Compensatory Time**

8 An employee eligible for overtime may be granted compensatory time off at the same rate it was
9 earned (i.e., straight time for straight time, time and one-half for time and one-half). Compensatory
10 time can be earned, accumulated, and used, with the Department Director's approval or direction,
11 in accordance with the Fair Labor Standards Act. Compensatory time will be accrued and used at
12 the same rate the overtime rate would be paid. Employees may accumulate a maximum of eighty
13 (80) hours of compensatory time. At no time may an employee accumulate more than eighty (80)
14 hours of compensatory time. Compensatory time may be taken as earned subject to the approval
15 of the Department Head/Designee who shall schedule the time off to meet the operating
16 requirements of the Department. If an employee's collective bargaining agreement addresses this
17 issue, the contract language will be followed.

19 The choice of whether to grant overtime pay or compensatory time rests solely with management
20 and depends on the most efficient and economical delivery of services.

22 **04. Incentive Pay System**

24 Due to budgetary constraints the City Manager, at his/her discretion, may suspend the Incentive
25 Pay System during any fiscal year by memorandum to the City Commission.

27 The City of Boynton Beach has established the Incentive Pay System to motivate and reward
28 individuals or groups of employees according to their job performance and contributions toward the
29 accomplishment of major objectives. The purpose of the system is to promote continuous
30 improvement and quality performance through individual and cooperative effort, assist in career
31 development and advancement, identify individual training needs, determine suitability for
32 assignment, effectiveness in the assigned position and identify individual ability for assuming more
33 responsibility. All employees should be continually working towards the values, goals, and
34 objectives of the City.

36 Incentive payments will be considered for the following type of activities (although they are not
37 limited to just these types of activities):

- 39 ▪ Customer service improvements.
- 40 ▪ Cost efficiencies (savings).
- 41 ▪ Improvements in operations.
- 42 ▪ Productivity enhancements.
- 43 ▪ Expanding hours of operations.
- 44 ▪ Doing work in-house rather than engaging a consultant.

46 Incentive pay and bonuses will not be included in the employee's base pay and may not be carried
47 forward in subsequent years in accordance with See Florida Statute 166.021(7).

49 **Eligibility**

1 Regular budgeted employees, both full-time and part-time, who have successfully passed their
2 probationary period, are eligible for this program.

4 **05. Bonus Awards**

6 Due to budget constraints the City Manager, at his/her discretion, may suspend the Bonus Awards
7 Program.

9 In addition to any other monetary benefit, the City Manager is authorized to approve a bonus up to
10 \$500.00 when the City Commission has appropriated funds for bonus payments and, when such a
11 bonus is justified, in writing, by the Department Head. This bonus will not affect the employees pay
12 grade or pay rate. Funds for the bonus will be budgeted as a separate allowance and administered
13 under the direct control of the City Manager. Employees are not automatically entitled to bonus
14 money and only one bonus will be allowed to an employee in a fiscal year. This approach is a
15 system where the immediate supervisor and Department Director can recognize top performance
16 and reward the employee promptly.

18 Bonuses will not be included in the employee's base pay, are not pensionable income and will
19 not be carried forward in subsequent years, in accordance with Florida Statute 166.021(7).
20 Adoption of the PPM by the City Commission constitutes Commission approval of an extra
21 compensation program.

23 **06. Demotions/Transfers**

25 **Demotions**

26 Transfer of an employee from a higher graded position to a lower graded position may be initiated
27 due to any of the following reasons:

- 28 • The City demoting an employee as part of a departmental restructuring;
- 29 • Realignment of responsibilities for failing to meet standards of performance.
- 30 • The inefficiency or incompetence of an employee in the performance of assigned duties;
- 31 • The failure of an employee to comply with employment conditions such as licensure or
32 certification;
- 33 • The employee requesting a voluntary demotion to a lower graded position.
- 34 • Any other valid reason for a demotion which is not stated herein.

36 Each demoted employee must successfully complete a probationary period of six (6) months from
37 the date of demotion. Failure of an employee to successfully complete probation shall result in
38 termination of employment.

- 39 ○ See Section II Employment, 06 Probationary Period for guidelines regarding
40 probationary employees.

41 **Transfers**

42 The City retains the exclusive right to transfer employees from one location to another, one shift to
43 another, or from one starting time to another.

- 44 • Employees transferring from one position to another in the same pay grade, whether in the
45 same or in a different department will maintain the same pay rate.
- 46 • Each transferred employee must successfully complete a probationary period of six (6)
47 months from the date of transfer.

- 48 ○ See Section II Employment, 06 "Probationary Period" for guidelines regarding

1 probationary employees.

2 **07. Travel**

3
4 This policy applies to all departments budgeting travel expenses and to all employees and
5 authorized persons incurring and requesting reimbursement of travel expenses. Occasional
6 travel by City authorized persons is considered necessary and advantageous to the conduct of
7 City business.

- 8
9 1. Attendance at selected professional association meetings, technical training courses, and
10 business meetings provide a benefit to the City and its taxpayers through an increased
11 awareness of technical and administrative developments.
12 2. However, the time and cost of travel, the resulting absence from normal duties, and the
13 public's sensitivity to these issues demand examination of alternative means of
14 accomplishing travel purposes. Consider telephone conference calls, webinars, in-house
15 and local sessions, and written communications prior to requesting travel authorization.
16 3. When no feasible substitute for travel exists, the traveler and the approving authority
17 must keep all associated expenses to a minimum.
18 4. Travel must be authorized well in advance as last minute arrangements and changes can
19 be costly.
20 5. Travel expense reimbursements will be made within limitations of this policy.

21
22 The complete policy administered by the Financial Services Department, to include definitions,
23 procedures and forms, is included in the Administrative Policy Manual.

24
25 **IV. BENEFITS**

26
27 **01. Legal Holidays**

28
29 Unless required to be on regular duty, legal holidays to be observed by the City's employees are:

30
31

New Year's Day	Veterans Day
Martin Luther King, Jr. Day	Thanksgiving Day
Presidents' Day	Day after Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	

36
37

38 The City Manager and City Commission reserve the right to declare these and any other holidays on
39 a date designated by them. The declared date does not necessarily have to be on the traditional
40 holiday, but on a date that meets the best interest of the City.

41
42 Hourly rate employees must work their regularly scheduled workday immediately before and after
43 the holiday in order to receive pay for the holiday, or be in an authorized with pay status
44 immediately before and after the holiday. Part-time, temporary, and emergency appointed
45 employees are not eligible for holidays with pay.

46
47 Full time employees shall be compensated for City observed holidays as follows:

- 48
- 49 • When a City observed holiday falls on an employee's scheduled work day, the employee will
50 receive eight (8) hours of holiday pay at his/her straight time pay rate.
 - 51 • When an observed holiday falls on an employee's non-scheduled work day it will be treated
as a floating holiday and eight (8) hours will be added to the employee's vacation leave

1 bank.

- 2 • Employees on vacation, annual military leave, jury duty, sick leave, compassionate leave, or
3 any other absence, but in an active pay status on the day the holiday is observed shall use
4 the holiday on the same day that it is earned.
- 5 • Holidays that occur during vacation leave shall not be charged against such vacation leave.
- 6 • If an employee's collective bargaining agreement addresses City observed holidays, the
7 contract language will be followed.
8

9 Due to budgetary constraints legal holidays may be suspended and designated as unpaid time by
10 the City Manager when approved by the City Commission. Other days off, paid or unpaid, may be
11 specifically designated from time-to-time by the City Manager and approved by the City
12 Commission.

13 **02. Furlough Hours**

14 Furlough leave is the placement of an employee in a temporary non-duty, non-paid status for
15 budgetary related reasons. The implementation of furloughs is a policy decision reserved to the
16 City Commission. The City Manager shall have the authority to exempt certain employees from
17 furloughs during periods of declared emergencies.
18

19 **03. Vacation Leave**

20 Each full time employee shall earn vacation leave at the rates shown in the schedule outlined
21 below. The number of hours credited per year will not increase after the 21st year of service unless
22 the schedule is amended. In computing vacation leave, no vacation leave will accrue for any week
23 in which the employee is not in a paid status for 24 or more hours. A regular employee shall, upon
24 termination of employment with the City, be paid for unused accumulated vacation leave.
25 Employees on their initial one (1) year probation are not eligible to take vacation for the first six (6)
26 months of employment. Employees, who end their employment with the City within the first six (6)
27 months of employment, are not eligible to be paid for any accrued vacation time.

28 **VACATION ACCRUAL POLICY**

29 (Based on 40 hour work week)

Years of Service	Vacation Hours
1 Year	80
2 - 3 Years	120
4 Years	128
5 Years	136
6 Years	144
7 Years	152
8 Years	160
9 Years	168
10-15 Years	176
16 – 20 Years	192
21 years and after	200

30
31 Employees may accrue vacation leave to a maximum of the leave earned in the most recent two
32 employment years. Vacation leave accrued during October 1 – September 30 may exceed this
33 stated policy, however, any amount over the allowable maximum that has not been used during
34 that October 1 – September 30 will be forfeited as of September 30 of that fiscal year.
35 However, employees who have been denied vacation shall have the excess vacation hours paid
36 to them at their regular straight time rate of pay in the last pay check of the fiscal year.

1 Employees who were covered by the vacation accrual and sick leave payout policies in effect
2 prior to 1991 will continue to be covered by those schedules.

3 4 **04. Sick Leave with Pay**

5
6 Sick leave with pay shall be granted to contract and regular full time employees, including
7 employees serving a probationary period on an original appointment, at the rate of eight (8) hours
8 for each completed month of service (96 hours/year). Such leave shall be computed on an
9 employment year basis. Sick leave pay will be paid at the same rate as a regular workday.
10 Unlimited accumulation of sick leave is authorized. Bargaining Unit employees will be granted sick
11 leave in accordance with their collective bargaining agreement.
12

13 Sick leave shall not be considered as a right which an employee may use at his/her discretion, but
14 rather as a privilege which shall be allowed only in case of: personal sickness, disability, legal
15 quarantine or because of exposure to contagious disease. Up to 40 hours per fiscal year may be
16 taken for regular and contract employees for the illness of an immediate family member (spouse,
17 child, parent).
18

19 In the case of a prolonged, catastrophic illness within the family, an employee may take additional
20 family sick time in accordance with Family and Medical Leave Act (FMLA). If the illness is not a
21 qualifying event for FMLA leave, additional time may only be taken if a doctor's letter is submitted
22 and the Department Director, the Human Resources Director and the City Manager approve. In
23 this scenario it may be extended to forty (40) hours for a total of eight (80) hours. Family sick
24 leave not covered by FMLA may be extended, but not to exceed twelve (12) weeks in a rolling
25 twelve (12) month period. See Section IV Benefits, 09 FMLA. FMLA Sick leave will not be granted if
26 it falls on regular days off or on a holiday.
27

28 In order to be granted sick leave with pay an employee must meet the following conditions:

- 29 A. Notify his/her immediate supervisor or supervisor's designee at least one (1) hour before
30 the beginning of the scheduled workday of the reason for his/her absence.
- 31 B. For medical examination, treatment or evaluation of non-elective, necessary medical
32 procedures.
- 33 C. File a written request for sick leave on the form and in the manner to be prescribed.
- 34 D. For absences of more than three (3) consecutive workdays, sick leave must be documented
35 by a doctor's certificate explaining the absence and/or unfitness for duty. In the case of
36 extended absences, four (4) days or more, it is the duty of the employee to contact his/her
37 Supervisor or Department Manager on a weekly basis until he/she is cleared for return to
38 work. The City reserves the right to require an interim doctor's certificate/report during the
39 employee's extended absence.
- 40 E. If excessive sick leave is taken in such a way as to indicate a pattern, random or otherwise,
41 the employee will be placed on restricted sick leave for ninety (90) days and a doctor's
42 certificate will be required for any sick leave related absence. If there is a violation of the
43 restricted sick leave policy, or additional incidents of absences, progressive discipline shall
44 be applied and the employee will be placed on another ninety (90) day period of restrictive
45 sick leave beginning on the date of the policy violation).
- 46 F. No sick leave will accrue for any week in which the employee is not in a paid status for
47 twenty-four (24) or more hours.
- 48 G. In computing sick leave taken, all employees shall be charged one (1) hour sick leave for
49 each hour not worked because of illness.
- 50 H. Regular employees who have exhausted their accumulated sick leave and are still unable to

1 return to work may draw against their vacation leave account.

2 I. Claiming sick leave when physically fit shall be cause for discharge.

3 J. All regular employees (or their beneficiaries in the case of death) will have payment made
4 for unused sick leave at the rate specified in the table below for the total number of hours
5 accumulated, but not taken, upon resigning, retirement or death. (Retirement shall include
6 normal retirement, disability retirement or early retirement as defined in the appropriate
7 Pension Plan.)

<u>Continuous Years of Service</u>	<u>Percent of Accumulated Sick Leave</u>
Less than 5 full years	0%
More than 5 full years, but less than 10 full years	25%
More than 10 full years	50%
Upon retirement from the City	50%

13 K. Employees may return to work with a Light Duty Certificate and/or letter from their
14 physician provided there is work available within the department that would comply with
15 the doctor's requirements. If there is no such work available the employee will remain on
16 sick leave or workers' compensation status until receiving a full release to return to work
17 from their doctor.

19 **05. Emergency Cash-In of Vacation and/or Sick Leave Time**

- 20 • Employees faced with sudden extraordinary circumstances of hardship who have
21 accrued vacation leave hours are eligible to request emergency cash in lieu of vacation.
22 If approved, employees may convert up to eighty (80) hours to cash (less applicable
23 deductions) provided they have forty (40) hours remaining in their vacation leave bank
24 after the cash-in. Conversions must be done in increments of eight (8) hours.
- 25 • Employees who do not have enough vacation leave hours may consider including sick
26 leave hours. Sick leave hours cash-in will be calculated at fifty percent (50%) of the
27 employee's hourly rate. The total of vacation and sick leave hours may not exceed
28 eighty (80) hours and vacation hours must always be used before sick hours. Payment
29 for sick leave hours may only be granted provided that they have eighty (80) hours
30 remaining in their sick leave bank.
- 31 • A request must be made in writing outlining the emergency, including supporting
32 documentation and submitted to the Human Resources Director. A committee
33 comprised of the City Manager, Finance Director and Human Resources Director will
34 then review the request and approve the requested hours in total or modified as they
35 see fit. This benefit can be used only once each fiscal year. At the discretion of the City
36 Manager, the time limit rule may be waived if there are exigent circumstances.

41 **06. Bonus Hours**

43 This policy establishes a wellness program designed to minimize time lost on the job and to help
44 reduce the City's overall health insurance expenses. The City recognizes that employees
45 occasionally suffer from injuries or illness necessitating the use of paid sick leave time off. However,
46 this program provides incentive to reward those employees who use sick time responsibly.

47 **Accrual**

48
49 A. All full time City employees, excluding Civil Service, covered by this policy are eligible to
50 receive eight (8) bonus hours for continuous attendance at work at the completion of each

1 calendar quarter that the employee has not used sick time, FMLA leave time, coded as sick
2 time, or family sick during the previous quarter, nor has been absent from work or on leave
3 other than those paid leave categories recognized in this document.
4

- 5 B. Bonus hours shall be counted as vacation leave and subject to the provision set forth
6 for use of vacation leave.
7

8 **07. Leave With Pay**

9

10 **Jury Duty/Witness Fees:**

11
12 In order to receive pay for jury duty supporting documentation must be submitted to payroll
13 within two (2) weeks of the date the jury duty was served. If the appropriate
14 documentation is not received, time away from the office will be charged as vacation leave.

15 If no vacation leave is available employee will be coded as excused unpaid. All pay granted
16 under this section must be approved by the Department Director. Leave with pay may be
17 authorized in order that regular employees may serve required jury duty or a subpoena
18 issued by a court of law to appear as a witness on cases relevant to the City, provided that
19 such leave is reported in advance to the Department Director. In order for the employee to
20 receive his/her regular pay for such leave the employee must deposit the money which
21 he/she receives for jury duty or as a witness with the City Finance Department for those
22 hours that coincide with his/her regular workhours, unless otherwise provided by law.
23 Employees can keep only travel expense monies. Employees subpoenaed as witnesses in
24 cases unrelated to City business may take vacation leave in order to receive pay.
25

26 **Military Leave:**

27

28 **Reserve Training:** All employees in the City service who are members of military
29 reserve units and who must attend annual training sessions are entitled to a leave of
30 absence granted as a matter of legal right under the provisions of Florida Statute
31 115.07 not to exceed 240 working hours per fiscal year in order that these employees
32 may fulfill their military obligations.
33

34 **Active Duty:** All employees who are reservists and are ordered to active military duty shall
35 continue to receive full City pay for the first thirty (30) days of active duty and thereafter
36 shall receive supplemental pay from the City, in an amount necessary to bring their total
37 compensation, inclusive of their base military pay, to the level earned at the time they were
38 called to active military duty.
39

40 The City will continue to pay the eligible employee's portion of health, dental and life
41 insurance premiums and the City's pension contribution. If an employee has dependent
42 insurance coverage, the Finance Department will consider this in determining the
43 amount of supplemental pay so that the dependent insurance premiums can be paid
44 prior to the supplemental check calculation. The employee's pension contribution will
45 also be made prior to the supplemental check calculation. If the supplemental pay is not
46 sufficient to pay the dependent coverage, the employee will be responsible for sending
47 the City a check to cover the dependent premium. The employee will also be
48 responsible for making arrangements for any other benefit premium or other deduction.
49

50 **Continued Service:** Unless the person provides the City with written notice that they
51 do not plan to return to employment with the City, no break in service will occur during
52 the period of active duty and the employee will continue to accrue service for purposes

1 of seniority and pension eligibility
2

3 **Workers' Compensation:**

4 Whenever an employee is totally disabled from duty for a period of no more than seven (7)
5 calendar days because of an injury determined to be compensated under the provisions of
6 the Worker's Compensation Act, he/she shall be entitled to full regular pay. If the period of
7 disability is greater than seven (7) calendar days, the employee will be eligible to receive a
8 sum of money up to an amount equal to the difference between his/her worker's
9 compensation check and his normal net take home pay up to three (3) months. In no case
10 will the salary supplement be extended beyond the three (3) months from the date of
11 injury.
12

13 At the end of the three (3) months, or sooner, the Risk Manager and Claims Administrator
14 will review the medical certification from the employee's authorize workers' compensation
15 treating physician for a determination of pay status. If the authorized medical certification
16 justifies temporary total disability, the supplement continuation will be granted. If the
17 continuation of the salary supplement is granted, it shall continue at the same rate as
18 defined above for up to an additional three (3) months. In no case will the salary
19 supplement be extended beyond six (6) calendar months from the date on which the salary
20 supplement began.
21

22 After three (3) months from the date of injury, the injured employee may elect to receive
23 accrued sick leave and after exhausted, vacation leave, in accordance with his/her regular
24 hourly wage, to the extent that his/her combined sick leave or vacation leave, and workers'
25 compensation benefits equal his/her regular weekly net take home salary. The employee
26 must contact the payroll clerk to qualify for the combined check.
27

28 It is incumbent on the employee to make application for disability in accordance with the
29 pension plan he/she is a member of, or the insurance plan he/she is covered under. Failure
30 to do this automatically cancels the additional City benefits.
31

32 If the appropriate disability plan denies the claim, the additional City salary supplement
33 benefit will be canceled. If the appropriate disability plan accepts the claim, the salary
34 supplement will be canceled after issuance of the disability pension check or at the end of
35 the time duration outlined above, which ever comes first.
36

37 If an employee who is receiving Worker's Compensation payment along with City
38 supplement, sick or vacation leave, is found to be working or receiving compensation for
39 his/her services elsewhere during this period, he/she will be required to reimburse the City
40 for all medical expenses and supplement sick or vacation pay taken and be subject to
41 dismissal.
42

43 **Compassionate Leave:**

44
45 In the event of the death of the mother, father, child, foster parent, foster child, brother,
46 sister, husband, wife, son, daughter, son-in-law, daughter-in-law, grandparent, grandchild,
47 mother-in-law, or father-in-law of a regular employee, the employee shall be entitled to paid
48 compassionate leave not to exceed twenty-four (24) hours for any one death. However, if it
49 is necessary for the employee to leave the State in connection with the interment of the
50 deceased, forty (40) consecutive work hours shall be allowed. In order to receive pay for
51 compassionate leave, employees must submit proof of death to payroll within two (2) weeks

1 of the date they returned from compassionate leave. If the appropriate documentation is
2 not received, time away from the office will be charged as vacation leave, until such time
3 that the appropriate documents are submitted to payroll. If no vacation leave is available,
4 employee will be coded as excused unpaid. The City Manager may grant additional leave
5 under this section when he/she deems it appropriate.
6

7 **08. Disability/Leave Without Pay**

8

9 A regular employee may be granted leave of absence without pay for a period not to exceed six (6)
10 months for sickness, disability or other good and sufficient reasons that are considered to be in the
11 best interest of the City. Requests must be in writing. A leave of absence without pay of up to thirty
12 (30) calendar days can be approved by the employee's Department Head and the Human
13 Resources Director. A leave of absence in excess of thirty (30) calendar days must be approved by
14 the City Manager. Employees that are on approved leave of absence without pay will be responsible
15 for paying all their benefit premiums, e.g., insurance, etc.
16

17 Leave of absence without pay will not be granted in order to accept employment with another
18 employer. If granted, leave of absence without pay may subsequently be withdrawn and the
19 employee recalled to service. All employees on leave of absence without pay are subject to
20 applicable provisions of these rules. There will be no accrual of sick leave, vacation leave or
21 seniority during a leave of absence without pay exceeding thirty (30) days
22

23 Employees who are in a personal disability status and not working will have their positions held for
24 a maximum of six (6) months from the date of injury or illness. Employees may request sick leave,
25 vacation leave or an unpaid leave of absence for time away from the job.

26 **09. Family and Medical Leave Act (FMLA)**

27

28 Family and Medical Leave Act (Federal Government Family and Medical Leave Act of 1993; 29 CFR
29 Part 825, as amended January 16, 2009).

30 Eligible employees of the City of Boynton Beach are entitled to take leave from work for qualified
31 reasons pursuant to the Federal Regulations of the Family and Medical Leave Act (FMLA). Human
32 Resources will provide employees with information on FMLA and the required forms, when needed.
33

34 Employees granted leave under FMLA are required to use accrued sick leave while on FMLA. Should
35 sick leave be exhausted while on FMLA leave, employees are entitled to use accrued vacation leave.
36 The accrued paid leave used will be considered FMLA-protected leave and counted against the
37 FMLA leave entitlement. Accrued sick leave used while on FMLA leave will be counted against
38 bonus hours eligibility.
39

40 When medically necessary, an employee may take leave intermittently or on a reduced leave
41 schedule for his/her own serious health condition or that of a family member. Intermittent or a
42 reduced leave schedule is not available for the birth and care or placement of a child.
43

44 Employees on FMLA who have exhausted their sick and vacation accruals are eligible for donated
45 leave time from City employees.
46

47 **10. Retirement Benefit**

48

49 Procedures for retirement and the benefits available to employees in conjunction with retirement
50 are as set forth in the pension plan applicable at the time of retirement.

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V. PROFESSIONAL DEVELOPMENT

01. In-Service Training

Any employee may be accorded leave with pay to attend an authorized program, provided that such training will considerably improve the employee's job knowledge and substantially increase his/her efficiency. (See Section IV. Benefits, 05. Leave With Pay, G. Authorize Training Leave)

1. In the event the course is not successfully completed, employees granted leave under this rule shall reimburse the City for one-half the cost of such training course.
2. If the employee leaves the City service within one (1), full year after completion of such training, he/she shall reimburse the City for the total cost of such training course if the City Manager requires it.

02. Tuition Assistance

Full time employees who have completed their one (1) year probation and who are not union members are eligible to apply for tuition reimbursement. Part-time and temporary employees are not eligible to receive tuition assistance. Employees must maintain a minimum rating of "meets requirements" or comparable rating in overall performance reviews, in order to remain eligible for tuition assistance.

Bargaining Unit contract articles covering tuition reimbursement may or may not have the same benefits as this policy.

Employees may receive full details of the program and apply for reimbursement through the Human Resources Department.

Employees who voluntarily leave their employment with the City or are terminated "for cause" will be required to reimburse the City 100% of the tuition assistance received during the 12-month period prior to their termination date, and 50% of the tuition assistance received during the 24 month period prior to their termination date.

VI DISCIPLINE

Verbal Warning or other instructive verbal communications will not constitute discipline. Verbal warning or other instructive verbal communication may be used to establish that an employee knew or should have know that the performance, work habits, or behavior was not appropriate.

01. Disciplinary Actions

The City of Boynton Beach is committed to recruit, train, and retain, qualified employees who will contribute to the City's mission.

The success of City government in providing quality and efficient public services directly correlates with appropriate employee conduct and performance. Employee behavior that is positive and supportive of the goals of effective municipal management is fully encouraged.

When an employee's conduct or performance is inconsistent with the needs and goals of the City, disciplinary actions up to and including dismissal can occur. Progressive discipline is suggested

1 when circumstances support its use. In proper cases, dismissal may immediately occur.

2
3 No employee shall be disciplined or discharged without reasonable cause.

- 4
5 1. Counseling and written reprimands should be utilized as an element to motivate employees to
6 choose behavior conducive to an individual's growth, development and most importantly, to
7 insure the successful operation of the City and its services. However, in certain circumstances,
8 punitive discipline actions will be necessary. There is no "fixed formula" for discipline,
9 management reserves the right and prerogative to make disciplinary decisions based on
10 repeated occurrences of varying incidents, past performance, or severity of the incident.
11
12 2. Although progressive disciplinary actions are encouraged, when circumstances support such
13 use, the severity of misconduct and the circumstances shall determine the nature of the
14 discipline.
15
16 3. The level of misconduct may differ in individual cases from apparently similar incidents. The City
17 retains the right to treat each occurrence on an individual basis without creating a precedent for
18 situations that may arise in the future. This case-by-case method is designed to take individual
19 circumstances and/or mitigating factors into account. These provisions are not to be construed
20 as a limitation upon the retained rights of the City, but are to be used as a guide.
21
22 4. The failure of immediate supervisors to document and/or take disciplinary actions for
23 misconduct, or the failure to forward the completed disciplinary documents to Human
24 Resources, shall serve as grounds for disciplinary action.
25

26 **Examples of Misconduct**

27 The following represents employee noncompliance with rules, regulations, policies, practices or
28 procedures of the City or are prohibited by law. Each incident shall be considered on a case-by-
29 case basis.
30

31 **Misconduct**

32 Infractions for Misconduct require corrective action. The discipline for Misconduct infractions is
33 normally:

34 **1st Infraction – Written Counseling**

35 **2nd Infraction – Written Reprimand**

36 **3rd Infraction – Suspension Without Pay or Dismissal**

37 Examples of Misconduct include, but are not limited to:

- 38
39
 - Conduct unbecoming of a City employee
 - Abuse of sick leave privileges, sick leave policy or excessive absenteeism
 - Failure to notify Department and/or Human Resources of current address and telephone
42 number within ten (10) calendar days of change
 - Failure to report any outside employment
 - Poor quality of work
 - Failure to provide name and official title to any person requesting same when performing
46 work related duties
 - Abuse of personal privileges, including the extension of lunch or break periods
 - Abuse of attendance policy, including late for work without reason.
 - Smoking in prohibited areas
 - Unauthorized solicitation, posting of material, or non-productive behavior
 - Loitering
 - Inattention to job duties
 - Careless use of vehicles or equipment
 - Failure to use all safety restraints when riding in or operating a City vehicle
 - Failure to wear and/or use prescribed uniforms or equipment.

- Disregard of safe work procedures

NOTE:

All types of Misconduct will be cumulative to determine the appropriate disciplinary steps. Once a Misconduct infraction has occurred, any subsequent Misconduct infraction will result in the next level of disciplinary action.

Misconduct 1st and 2nd infractions will expire, with regard to the progressive nature of this policy, 12 months from the date of issue, but will remain in the employee's file. Once an employee has progressed to a 3rd Misconduct infraction, Suspension Without Pay, another Misconduct infraction within 12 months of the date of issue for the 3rd infraction will normally result in dismissal.

If serious misconduct or extreme misconduct has occurred previously, there will be faster progressive action.

Performance Improvement Plan

Employees who receive a Written Reprimand with a Suspension and employees who receive a performance evaluation rating that falls below a "Meets Expectations" (rating of less than 2) shall be placed on a Performance Improvement Plan. The purpose of Performance Improvement Plan is to monitor employee performance, with an evaluation of performance being made every 30 days. The employee must demonstrate immediate and sustained improvement in their performance throughout the 90-day evaluation period or face dismissal. It is the responsibility of each employee to perform at a minimum level of "Meets Standards".

Serious Misconduct

Infractions for Serious Misconduct are serious in nature, but the first infraction, by itself, may be grounds for termination. The discipline for Serious Misconduct is normally:

- 1st Occurrence - Written Reprimand or Suspension Without Pay**
- 2nd Occurrence - Suspension Without Pay or Dismissal**
- 3rd Occurrence - Dismissal**

Examples of Serious Misconduct include, but are not limited to:

- Inappropriate use of City resources, time or equipment
- Inappropriate or disorderly conduct
- Making offensive remarks; use of abusive, profane or sexually graphic language
- Failure to work required overtime assignments, special hours, special shifts or unavailability during stand-by status
- Sleeping on the job
- Absent without calling in to the department within thirty (30) minutes before shift start time
- Disrupting or hindering departmental operations
- Outside employment which conflicts, interferes or otherwise hampers the performance of the employee in the City job.
- Inefficiency or incompetence in the performance of assigned duties may result in demotion or disciplinary action up to and including termination. Examples of poor performance shall include failure to provide responsive, courteous, high quality customer service or repeated failure to support team goals and contribute to team success.
- Refusal to perform assigned duties and responsibilities.

NOTE:

All types of Serious Misconduct will be cumulative to determine the appropriate disciplinary steps.

1 Once a Serious Misconduct infraction has occurred, any subsequent Serious Misconduct infraction
2 will result in the next level of disciplinary action.

3
4 Once an employee is issued a Written Reprimand for Serious Misconduct, they are ineligible to
5 receive a salary increase (including lump sum payments), promotion, or to apply for jobs within the
6 City for a period of twelve (12) months.

7
8 Serious Misconduct infractions will remain active, with regard to the progressive nature of this
9 policy, for the duration of employment with the City. If misconduct or serious misconduct has
10 occurred previously, there will be faster progressive action.

11 **Extreme Misconduct**

12 Infractions for Extreme Misconduct are very serious in nature and normally result in immediate
13 dismissal without prior warning.

14
15 The discipline for Extreme Misconduct is normally:

- 16 **1st Occurrence - Suspension Without Pay or Dismissal**
- 17 **2nd Occurrence - Dismissal**

18
19
20 Examples of Extreme Misconduct include (but are not limited to):

- 21 Failure to report an on-the-job injury or accident within 24 hours to immediate supervisor
- 22 Supervisor's failure to report an employee's on the job injury to Risk Management within 24
- 23 hours and/or completion of necessary documentation
- 24 Violent acts or threats of violence
- 25 Operating a City vehicle or equipment without a required and valid driver's license.
- 26 Job Abandonment
- 27 Insubordination
- 28 Possession of a firearm or concealed weapon on City property or while performing official
- 29 City duties, (excluding law enforcement officers)
- 30 Gambling during work hours
- 31 Suspension or revocation of any required job-related licenses or certifications.
- 32 Disruption of the workplace
- 33 Willful spoilage, destruction or waste of City property or resources
- 34 Unauthorized personal use of City equipment or funds
- 35 Conducting personal and/or private business on City time; improper use of City time for
- 36 such activity
- 37 Violation of City security regulations and policies
- 38 Theft or removal of City property without proper authorization
- 39 Falsifying documentation
- 40 Soliciting or accepting an unauthorized fee or gift or failure to comply with Chapter 112,
- 41 Florida Statutes
- 42 Giving false information, or failure to fully cooperate or provide full, truthful information in
- 43 City initiated investigations
- 44 Possession, use or sale of illegal drugs, alcohol or prescription medication which alters the
- 45 employee's performance on the job; or any confirmed positive drug test
- 46 Possession or use of alcohol while on duty; or reporting to work under the influence
- 47 Refusal to submit to a City required drug or alcohol test
- 48
- 49

- 1 4. A recommendation for disciplinary action may result from the findings of an investigation. If
2 disciplinary measures are not recommended after the investigation, the suspension with pay
3 period shall not be construed as disciplinary in nature. A document confirming a favorable
4 determination as to the matter should be made a part of the employee's record.

5 **Types of Disciplinary Action:**
6

- 7 1. **Written Counseling** - Consists of the immediate supervisor warning the employee to correct
8 or improve performance, work habits, or behavior, and counseling the employee on
9 improvements expected. Written Counseling serves as a warning against further repetition of
10 employee behavior. Further violations will result in discipline up to and including termination.
11

12 A **Written Counseling Memorandum** must be completed by the supervisor, and the
13 employee is required to sign the Counseling Memorandum signifying that he/she has read and
14 discussed the contents with the supervisor. The signed Counseling Memorandum must be
15 forwarded to Human Resources for retention in the employee's records, with a copy provided to
16 the employee. The supervisor may request that the employee complete a written action plan to
17 correct the behavior. Employees may submit comments for inclusion in the record.
18

- 19 2. **Written Reprimand** - Consists of an immediate supervisor issuing a written notice of
20 reprimand, to improve performance, work habits or behavior. A written reprimand should
21 include a complete description of the incident(s) of misconduct, inappropriate behavior, work
22 habits or performance which requires improvements; previous records of discussion; a time
23 frame within which the employee must correct or improve his/her behavior; and a warning that
24 future violations will result in further disciplinary actions up to and including termination.
25

26 Written reprimands shall be signed by the employee to acknowledge receipt and forwarded
27 to the immediate Supervisor and the management witness and forwarded to Human
28 Resources for retention in the employee's records, with a copy provided to the employee.
29 The employee signature does not constitute agreement with the contents. Employees may
30 submit comments for inclusion in the record. The employee may be required to complete a
31 Performance Improvement Plan for correction of the behavior. Written reprimands should be
32 reflected on the employee's performance evaluation along with any noted improvements.
33

- 34 3. **Suspension Without Pay** - Consists of an employee being prohibited from returning to work
35 until his/her specified period of suspension has passed or the forfeiture of his/her vacation time,
36 if agreed to by the employee. Suspensions without pay shall be used when an employee is
37 removed from the job due to misconduct or unlawful behavior, or when instances, of
38 progressive discipline, support a suspension without pay for a specified period of time.
39

- 40 a. With the written authorization of the Department Director and Human Resources,
41 immediate supervisors have the authority to issue a suspension without pay for two
42 (2) working days or less.
43 b. All other suspensions without pay beyond two (2) working days require prior
44 concurrence by Human Resources, review by the City Attorney's Office and
45 authorization by the City Manager's Office.
46 c. Employees being suspended without pay shall be notified in writing by the
47 immediate supervisor. The written notification shall consist of the reason for the
48 action and the duration of the suspension without pay. It shall also include a
49 statement that future violations will result in further disciplinary actions up to and
50 including dismissal.
51 d. Employees may submit comments for inclusion in the record. Written notification of

1 a suspension shall be signed by the suspended employee acknowledging receipt of
2 the written notification, and forwarded to Human Resources for inclusion in the
3 employee's records, with a copy provided to the employee, the Department Director,
4 and one to the Finance Department for payroll purposes.
5

6 4. **Dismissal** - Dismissal is a result of an employee's involuntary termination which severs the
7 employment relationship. At such time all employee benefits cease, except as otherwise
8 provided by law. Immediate supervisors must supply thorough documentation and discuss
9 recommendations for an employee's dismissal with his/her chain of command and Human
10 Resources. Upon receiving a written recommendation from the supervisor, the Department
11 Director shall submit the documentation to Human Resources. Dismissals shall be effected only
12 with the concurrence of Human Resources, review by the City Attorney's Office and
13 authorization by the City Manager.
14

15 A written notice of recommended termination shall be given to the employee in person.
16 However, after two (2) unsuccessful attempts to deliver the notification, the notice shall be sent
17 via U.S. mail to the most recent address on record in the Human Resources file. The
18 recommendation shall include the following information:

- 19 a) The underlying reasons for the recommended termination.
- 20 b) Documentation upon which the Department Director relied in formulating said
21 recommendation.
- 22 c) An explanation of the employee's rights to request a Predetermination Hearing prior
23 to termination taking effect and the fact that the decision of the City Manager shall
24 be final.
25

26 The dismissal recommendation and the City Manager's final decision shall be placed in the
27 employee's Human Resources file, and a copy shall be forwarded to the employee and his/her
28 Department Director. The employee may submit comments for inclusion in his/her Human
29 Resources file.
30

31 Probationary employees who have not successfully completed the established probationary period
32 shall be subject to dismissal without cause, after review by Human Resources.
33

34 At the time of dismissal, employees are required to surrender to their Department Director or
35 designee, all City property that may be in their possession or custody and all other conditions for
36 termination must be complied with prior to issuance of final check.
37

38 **Right to Predetermination Hearing**

39
40 Prior to the effective date of any suspension without pay of three (3) days or more, or a
41 termination, the City shall conduct a predetermination hearing. The predetermination hearing shall
42 be conducted by the Human Resources Director and the City Manager's designee. The employee
43 shall be provided with reasonable notice of the predetermination hearing date and of the charges
44 which are the grounds for the disciplinary action. The employee may be accompanied and assisted
45 at the predetermination hearing by a representative of his/her choice. Prior to or at the inception of
46 the hearing, the City shall disclose or explain the City's evidence. The employee shall be afforded
47 the opportunity to present information in defense or mitigation to the charges brought against the
48 employee. Following the predetermination hearing and any further investigation into issues raised
49 by the employee in defense or mitigation of the charges, the Human Resources Director and the
50 City Manager's designee shall sustain, reverse, or modify the disciplinary action and give the
51 employee written notice of their action and, at the same time, establish the suspension or
52 termination date(s) if appropriate. Information gathered before, during and after a pre-

1 determination conference constitutes part of the City's investigation or an act of admission that can
2 result in discipline.

4 **Employee Appeals**

- 5 1. Probationary employees shall not have the right to appeal any type of disciplinary action.
- 6 2. Regular employees may respond to discipline actions of written reprimand and suspensions
7 of two (2) workdays or less with or without pay, by requesting administrative review by the
8 Human Resources Director. Such request shall be made within ten (10) calendar days of
9 the imposition of the discipline. The Human Resources Director shall review the disciplinary
10 action in question and shall either sustain, reverse, or modify the disciplinary action. The
11 Human Resources Director's disposition shall be made within thirty (30) days of the
12 employee's request for review. The Human Resources Director's disposition is final and not
13 subject to further review.
- 14 3. Regular employees have the right to appeal to the City Manager suspensions without pay
15 greater than two (2) workdays or dismissals, by requesting a final review by the City
16 Manager within ten (10) business days of the employee's receipt of formal notification of
17 recommended suspension or dismissal. The decision of the City Manager shall be final.

19 **02 Disposition of Criminal Charges**

20
21 When a City employee is arrested and charged with a felony offense, the employee shall be placed
22 on administrative leave without pay until final disposition of the criminal charges. An employee who
23 is convicted of or who pleads guilty or no contest to a felony in conjunction with a plea negotiation
24 shall be terminated from his/her employment with the City.

25
26 An employee placed on administrative leave without pay, under these circumstances, may use
27 accrued vacation and accrued sick time during the leave period. If found innocent or if the
28 State Attorney drops the charges, not as a result of a plea deal, the time will be reinstated.

30 **03. Formal Grievances**

31
32 The City shall strive to anticipate and avoid occurrence of valid complaints or grievances, and to
33 deal promptly with any that may arise. Counseling memorandums and Performance Evaluations
34 cannot be grieved. Except where there is an acceptable reason for not doing so, all grievances will
35 be handled and transmitted through supervisors in the following order, according to the
36 department's chain of command:

- 37
- 38
 - 38 ■ Immediate Supervisor
 - 39 ■ Department Director
 - 40 ■ Human Resources Director or his/her designee

41
42 The primary purpose of this grievance procedure is to determine what is right rather than who is
43 right. This process should be considered a "last resort" alternative to resolving conflicts of
44 compensation, benefits or working conditions as identified in this document. Free discussion
45 between employees and supervisors will lead to better understanding of practices, policies and
46 procedures that affect employees. Discussion will serve to identify and help eliminate conditions
47 that may cause misunderstandings and grievances. This purpose is defeated if a spirit of conflict
48 enters into the consideration of a grievance. Supervisors and employees alike must recognize the
49 true purpose of the grievance procedure if it is to be of value in promoting the well being of the
50 City.

51
52 The Human Resources Director shall establish rules for the processing of grievances. Rules may be

1 amended from time to time, but should have as their objective the prompt and efficient disposition
2 of a grievance. Grievances are to be initiated by employee within ten (10) days of the event giving
3 rise to the grievance, or the grievance is waived. Once initiated the time sequence for review and
4 response to the employee should not exceed twenty (20) working days. The decision of the Human
5 Resources Director regarding disposition of the grievance is binding and not subject to further
6 review.
7

8 **VII. RESIGNATION / TERMINATION**

9 10 **01. Resignation/Termination**

11
12 Any employee wishing to leave a City position in good standing, is expected to file a written
13 resignation with his/her Department head, at least two (2) weeks before leaving, stating the date
14 the resignation is to be effective and the reason for leaving. The City reserves the right to accept
15 the resignation on the day it is submitted if deemed appropriate by the Department Director.
16

17 Department Heads shall forward the notice of resignation and a completed Employee Activity
18 Report (EAR) form to the Human Resources Director immediately upon receiving the resignation.

19
20 Unauthorized absence from work (failure to meet the assigned schedule and/or failure to notify the
21 department as required) for a period of three (3) consecutive working days is considered job
22 abandonment and will be treated as a resignation with no appeal rights.
23

24 **Termination or Severance Pay**

25 There is no termination or severance pay, except payment for accumulated sick and vacation time
26 as otherwise provided herein, however, some individual letters of appointment may include
27 severance pay provisions.
28

29 **02. Lay Off**

30
31 The City Manager may lay off any regular employee whenever such action is made necessary by
32 reason of shortage of work or funds the abolishment of a position, consolidation of departments or
33 division, privatization, reclassification or reorganization.
34

35 Employees selected for lay off will be at the City Manager's discretion in consultation with the
36 department head and a Human Resources professional.

1 **VIII. APPENDIX**

2
3 **01. DEFINITIONS**

4
5 The following words and terms shall have the meaning indicated unless the context clearly indicates
6 otherwise:

7
8 ADMINISTRATIVE REVIEW means review of the disciplinary action in question; after which, the
9 Human Resources Director shall either sustain, reverse, or modify the disciplinary action. The
10 disciplinary actions which qualify for Administrative Review include, reprimands, suspensions with
11 pay, demotions, and suspension without pay of two (2) workdays or less

12
13 ALLOCATE shall mean the act of assigning each position to its proper class.

14
15 ANNIVERSARY DATE shall mean an employee's date of hire or re-hire, whichever is later.

16
17 APPEAL shall mean a request for an administrative review by the Human Resources Director or a
18 final review by the City Manager, depending upon the severity of discipline.

19
20 CERTIFY shall mean the act of the Human Resources Director in supplying a department head with
21 the names of applicants who are eligible for appointment to a position.

22
23 CLASS shall mean a position or group of positions which have similar duties and responsibilities,
24 require similar qualifications, can be properly designated by a title, indicative of the nature of work,
25 and are assigned to the same pay range.

26
27 COMPENSATORY TIME shall mean time taken off in lieu of overtime pay for hours worked in excess
28 of the maximum for the (non-exempt) employee's work period as set forth in the FLSA

29
30 CONTINUOUS SERVICE shall mean employment which is uninterrupted.

31
32 CONTRACT EMPLOYEE shall mean an employee hired by direct Letter of Appointment from the City
33 Manager.

34
35 DEMOTION shall mean the assignment of an employee to a position in a lower class having a lower
36 maximum salary than the position from which the assignment is made.

37
38 DEPARTMENT shall mean Operating Department, unless specifically referred to as Human
39 Resources Department.

40
41 DISMISSAL shall mean the discharge of an employee from his/her position with the City. The
42 terms termination and dismissal are interchangeable.

43
44 ELIGIBLE shall mean a person who has been found qualified for appointment to a position in a
45 particular classification.

46
47 EEOC shall mean the Equal Employment Opportunity Commission.

48
49 EXAMINATION shall mean any selection instrument used to measure the relative knowledge, skills,
50 and abilities for candidates competing for positions; such as, evaluations of training and experience,
51 performance tests, oral interview, written tests, and previous performance evaluations.

52
53 FULL-TIME EMPLOYEE shall mean an employee who is scheduled to work a minimum of 36 hours
54 per week.

55
56 GRIEVANCE shall mean formal notice of dissatisfaction by an employee with permanent status who
57 feels they have been unjustly treated in cases involving employment conditions.

58
59 JOB TITLE shall mean a definite descriptive designation for a job classification.

60
61 LAY OFF shall mean the dismissal from employment because of shortage of work or funds, the

1 abolishment of a position, consolidation of departments or divisions, privatization, reclassification or
2 reorganization.
3
4 OVERTIME PAY shall mean pay for non-exempt employees who are authorized and directed to
5 work in excess of 40 hours in a seven (7) day workweek.
6
7 PAY RANGE shall mean a salary range established by the City Commission with a minimum and
8 maximum base salary.
9
10 PART-TIME EMPLOYEE shall mean an employee who is scheduled to work less than 36 hours per
11 week.
12
13 POSITION shall mean a group of duties and responsibilities requiring the full or part-time
14 employment of one person. A position may be occupied or vacant.
15
16 PROBATIONARY EMPLOYEES shall mean any employee who is currently serving in a new position
17 either by appointment, promotion, demotion, or reclassification, and has not completed his/her
18 probationary period.
19
20 PROBATIONARY PERIOD shall mean a period of twelve (12) months for any newly hired employee.
21 If a new hire employee fails to meet standards during the probationary period, he/she is subject to
22 discharge, demotion, or suspension without warning or statement of cause. Promoted, demoted or
23 transferred employees have a six (6) month probationary period.
24
25 PROMOTION shall mean the assignment of an employee to a position in a higher class having a
26 higher maximum salary than the position from which assignment is made.
27
28 REGULAR STATUS shall mean an employee who has completed a probationary period. New hires
29 are considered probationary and cannot move to another position until their twelve (12) month
30 probationary period is completed.
31
32 SUSPENSION shall mean the separation with or without pay of an employee for a period of time.
33
34 TEMPORARY EMPLOYEE shall mean an employee holding a position other than regular full-time or
35 part-time for a specified period of time.
36
37 TEMPORARY POSITION shall mean all positions that are not designated regular.
38
39 TERMINATION shall mean the discharge of an employee from his or her position with the City. The
40 terms termination and dismissal are interchangeable.
41
42 UNION EMPLOYEE shall mean an employee whose position is covered by a collective bargaining
43 agreement and who has terms and conditions of their employment covered by that agreement.
44
45 VACANCY shall mean a position existing or newly created, which is not occupied.