

# Town of Shalimar



## Personnel Policy Manual

Current as of October 10, 2017

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## **1.1 RESOLUTION 2017-010**

This Personnel Policy is adopted by Resolution 2017-010, effective April 11, 2017.

## **1.2 GENERAL ADMINISTRATION**

This policy statement is not a contractual guarantee or the assurance by the Town of Shalimar to its employees of any specific right or expectation. This manual is a statement of policy, which is intended to be changed from time to time as circumstances warrant. Changes will be approved by the Town Commission. The words and privileges stated herein will be interpreted and applied at the sole reasonable discretion of the Town of Shalimar, acting through its Town Commission and authorized representatives. There is no contract right or employment expectation created by this manual. Its contents may be changed at any time and the changes will apply to all employees regardless of date of employment.

## **2.0 EMPLOYMENT**

### **2.1 RECRUITMENT**

Hiring procedures will be at the discretion of the Town Commission. Publicizing a job vacancy may be made in any of the following ways: advertisements in the local newspapers, radio and television announcements, online employer resources, contact with secondary schools, technical education centers, colleges, and universities or with the State of Florida Employment Agency. All advertisements will communicate essential information to the prospective applicant. This information will normally include the title, minimum qualifications, salary range, the method of making application, and the closing date for the application. Included will be the statement, "An Equal Opportunity Employer".

### **2.2 SELECTION**

#### **2.2.1 Selection Tools**

As determined by the Shalimar Town Commission, the selection process shall include one or more of all of the following: oral interviews, evaluation of experience and training, reference checks, background checks, written examinations, and performance tests. Physical examinations may also be required.

#### **2.2.2 Drug Testing**

Compulsory drug testing may be required for all new employees. The Mayor or Town Administrator may require supplemental drug testing if warranted by job performance or to meet minimum requirements of FS 440.102.

#### **2.2.3 Hiring Authority**

The Shalimar Town Commission will approve the hiring of all salaried employees by name. The jurisdictional Commissioner may approve the hiring of all full time hourly and part time employees only after the Town Commission has authorized the position.

### **2.3 POLICY REVIEW**

All employees will be provided a copy of the Town's Personnel and Administration Policy manuals and must sign an *Employment Agreement* (Appendix II) that he/she has read and understands all policies and procedures addressed in these manuals. The signed statement will be kept in the employee's personnel file.

### **2.4 DISCRIMINATION**

Discrimination against any person on the basis of race, color, sex, age, national origin, religion, disability, or other protected status, is not practiced and will not be condoned in the Town of Shalimar. The Town Commission is committed to maintaining a work environment that is free of discrimination with respect to hiring, termination, compensation, or the terms, conditions or privileges of employment. Any person who believes he or she is the victim of discrimination on the basis of race, color, sex, age, national origin, religion, disability, or other protected status is required to discuss the matter with his or her supervisor, or if that supervisor is the person responsible for the conduct, with any Commissioner. The person with whom the employee speaks will inquire into the matter immediately, will maintain the confidentiality of the matter to the greatest extent possible, and recommend appropriate action to the Mayor.

### **2.5 EMPLOYMENT HARASSMENT**

Employee harassment is not practiced and will not be tolerated. The Town work environment will be free of harassment, including sexual harassment. Unwelcome conduct, whether verbal, physical or visual, based on any protected status is prohibited. Such conduct will not affect the tangible job benefits of any employee. Any employee who believes he or she is a victim of harassment is required to provide written details of the matter to his or her direct supervisor, or to any Commissioner in the Town of Shalimar. The person to whom the disclosure is made will inquire into the matter immediately, will maintain confidentiality of the matter to the greatest extent possible, and will take appropriate action at once or recommend an appropriate action to the Mayor.

### **2.6 REPORT OF DISCRIMINATION OR HARASSMENT**

The employee is reminded that discrimination or harassment in the Town of Shalimar is required to be reported. The Town of Shalimar will do everything possible to ensure the privacy on that report; however, the employee is reminded that the report enables the Town to create a necessary record of activity. Therefore, a report of the discrimination or harassment is not discretionary; it is a required act of the employee.

### **2.7 EMPLOYEE RECORDS**

All employees will be required to complete a W-4 tax form and should review/update this form annually. All new employees will also be required to submit a copy of their valid driver's license to be filed in their official employee record file. Emergency contact information may also be provided as well as all information needed to initiate personnel records and medical or life insurance policies. Employees will also complete forms documenting review of the current Personnel and Administrative Policy Manuals.

**2.7.1 Performance Evaluations**

As part of the annual budget process (see Administrative Policy Manual), each Commissioner with departmental oversight will complete a performance evaluation for all employees under their oversight. The format for these evaluations are as approved by the oversight Commissioner and may be department-specific. If evaluations are delegated to department heads, the Commissioner should also sign the evaluation and may add comments. Completed evaluations should be explained to each evaluated employee and signed and dated by the evaluator and the evaluated employee. Performance evaluations should be completed and filed in each employee’s personnel file not later than 31 May of each year. If performance evaluations are made in addition to this annual requirement, the completed evaluations will also be retained in the employee personnel file.

**2.8 EMPLOYEE ORGANIZATION, JOB DESCRIPTIONS, DESIRED QUALIFICATIONS**

**2.8.1 Workforce Organization**

The Town’s paid workforce will be organized into the following three departments with respective Supervisors:

<b>Department</b>	<b>Supervisor</b>
Administrative Department	Town Administrator
Police Department	Chief of Police
Maintenance Department	Maintenance Supervisor

**2.8.2 Commission Organization**

All departments will be administratively supervised by the Town Administrator as approved by the Town Commission. The Mayor will appoint an oversight Commissioner in each of the following jurisdictions.

- Finance, Administration
- Police
- Special Projects
- Streets, Roads, and Maintenance

Commissioners will exercise oversight of their assigned departments and inform the Town Administrator of any major changes in operational policies. Responsible commissioners will appoint Department Supervisors. Oversight disputes between a responsible Commissioner and the Town Administrator and/or supervisor will be brought before the Town Commission for resolution.

## **2.8.3 Descriptions and Qualifications**

### **2.8.3.1 General**

The duties listed below are not to be construed as a complete statement of all duties performed. Employees will be required to perform other job-related duties as required.

The following general requirements are required of all employees.

- Must have a valid Florida Driver's License.
- Must submit to a drug-screening test, when required.
- Must submit to a criminal background check.
- Must maintain an appearance and conduct suitable for working with the public.
- Must be a high school graduate or have an equivalent GED.

## **2.8.4 Town Administrator**

The Shalimar Town Clerk's responsibilities and authority are outlined in the Shalimar Code of Ordinances. All other duties listed below are delegated by the Town Commission to the Town Clerk who is designated the Shalimar Town Administrator.

### **2.8.4.1 Town Administrator Duties**

- Ensure municipal and departmental compliance with Federal laws and codes, Florida statutes, County ordinances, Shalimar ordinances, and with Shalimar Town policies.
- Act as the "Administrative Official", "Town Financial Director", and the "Town Clerk" as described in the Shalimar Code of Ordinances.
- Design and implement Town Policies in support of Town Commission directives and objectives.
- Administer the annual Town budget procedures.
- Oversee acquisition of Town property and services.
- Act as advisor to the Town Commission for human resource issues and policy.
- Oversee Town grant acquisition and management.
- Oversee Town records and information management.
- Act as Town focal point for Florida regional and Okaloosa County planning and inter-local cooperation.
- Attend all Town Commission meetings and act as liaison between the Town Commission and all Mayor/Commission appointed boards and committees.
- Serve in an advisory capacity regarding all personnel and administrative matters within each department.
- Act as the liaison between department supervisors and the Town Commission.



- Assist in Planning and Zoning board functions.
- Assist in the preparation of the annual Town independent audit.
- Prepare contracts and franchise agreements for approval by the Town Commission.
- Coordinate with the Town Attorney on matters requiring legal opinions or services.
- Maintain the Town's Community Rating System (CRS) flood program within FEMA regulations.
- Apply Town permitting and code enforcement policies according to the Town's Land Development Code.

#### **2.8.4.2 Town Administrator Qualifications**

Required:

- Computer skills in Windows Operating System and Microsoft Office Suite.
- Math skills sufficient to calculate and monitor financial transactions accurately.
- Ability to communicate both orally and in writing.
- Experience in financial operations including accounting, budget, and fiscal control.
- Bachelor's Degree from an accredited institution or equivalent.

Desired:

- Thorough and current conceptual and practical knowledge of the basic principles of accounting and management equivalent to a bachelor's or master's degree in business or equivalent combination of education and experience.
- Experience with or knowledge of budget, travel, accounting, and purchasing procedures.
- Ability to make judgments regarding alternative means of procuring materials or services based on cost and serviceability.
- Ability to plan activities and programs such as meetings, orientations, and retreats.
- Demonstrated experience in analysis and planning with ability to analyze and anticipate situations, define problems and objectives, recognize alternatives, and formulate solutions. Excellent analytical skills to comprehensively analyze and interpret policies, procedures, and situations in a multifaceted way and possess strong problem-solving skills to develop innovative solutions to complex issues.
- Excellent leadership skills with demonstrated abilities to resolve diverse problems, to understand the importance of structure, organization, resource management, and to complete critical tasks in a timely manner.
- Ability to ensure compliance to applicable laws, guidelines, policies, procedures, and practices.
- Ability to learn and apply a variety of policies and procedures.

- Ability to assimilate from oral or written sources, a broad knowledge of governmental policies and procedures, and apply them with consistency to individual situations.
- Military dependent or retired military member.
- Five (5) years of experience managing an organization of least five (5) people.

Salary Range (not including benefits or total cost): \$28,000 - \$50,000

## **2.8.5 Chief of Police**

### **2.8.5.1 Chief of Police Duties**

- Provide direct operational supervision of the Police Department and coordinate appropriate administrative issues with the Town Administrative Department.
- Plan, organize, and direct all activities of the Police Department. Formulate long-range plans, goals, objectives, and policies for the department.
- Appraise crime prevention and law enforcement problems of the city, develop efficient police solutions, and adjust departmental methods to meet new situations and improve existing operations and effectiveness.
- Control expenditures of departmental appropriations and prepare department budget.
- Establish training curriculum and supervise training of members of the Police Department.
- Advise and assist police officers in routine criminal or other investigations.
- Receive and respond to complaints. Attend, conduct, and address meetings at public gatherings to explain the activities and functions of the Police Department.
- Work and cooperate with County, State, Federal, and all other police agencies in all police - related matters.
- Perform routine administrative functions.
- Select, assess, and make recommendations to the Town Commission regarding department operations and programs.
- Prepare reports as required regarding operations, programs, and statistical data.
- Maintain department inventory according to Town policy.

### **2.8.5.2 Chief of Police Qualifications**

Required:

- Possess computer skills in MS Word and MS Excel and knowledge of specialized applications used by the Town of Shalimar.
- Possess at least five (5) years of experience in law enforcement related field.
- Associate Degree or Equivalent.

Desired:

- Possess the ability to quickly make fair and just decisions concerning unlawful behavior based on the law and extenuating circumstances.
- Possess extensive knowledge of pertinent Florida State statutes and Town of Shalimar ordinances.
- Possess ability to maintain composure and respond to stressful situations.
- Possess excellent writing and oral skills with ability to clearly articulate information and address a diverse public audience.
- Bachelor's Degree in law enforcement related curriculum. Completed advance police training (senior leadership academy and executive management seminars provided by FDLE or Criminal Justice Executive Institute).
- Military dependent or retired military member.
- Residence is within 5 miles of Town boundaries.

Salary Range (not including benefits or total cost): \$28,000 - \$50,000

## **2.8.6 Police Supervisor**

### **2.8.6.1 Police Supervisor Duties**

- Document and report weekly patrol mileage and all service calls to Police Chief via e-mail or hard copy.
- Document and record fuel receipts for fleet vehicles for review by the Town Administrator and Police Chief. Conduct foot and vehicle patrols to check for criminal or suspicious activity. Interact with residents, homeowner associations, and businesses to solicit their cooperation and feedback regarding law enforcement issues.
- Assist victims or others needing professional counseling in identifying available resources.
- Maintain citation logbook and complete a Florida Uniform Traffic Citation Transmittal Form for weekly delivery to the Clerk of Court.
- Conduct and schedule training of other Police Department staff.
- Respond safely and efficiently to reports requiring police or first responder assistance, using emergency methods and equipment as required.
- Provide complainants with necessary documents to report criminal activity. Package will consist of an affidavit of complaint, witness statements, and other necessary forms.
- Complete an offense report with cover page and addendum of probable cause for delivery to the booking facility in company with an arrested subject.
- Investigate traffic crashes and document on scene driver information, vehicle information, and witness statements. Follow-up paperwork to be completed within Florida State statute 10 day guidelines and sent to the State electronically or by United States Postal Service.

- Act as the point of contact (POC) for traffic crash form corrections received.
- Be available for off-duty alert to respond to calls for service or for officer assistance.
- Create, maintain, and secure appropriate official action records to be available for official use or review.

#### **2.8.6.2 Police Supervisor Qualifications**

Required:

- Meet all requirements of Shalimar Policeman.
- Possess computer skills in MS Word and MS Excel and be able to use specialized applications used by the Town of Shalimar.
- Possess at least two (2) years of experience in law enforcement field and has held a supervisory position.
- Possess the ability to quickly make fair and just decisions concerning unlawful behavior based on the law and extenuating circumstances.
- Possess ability to maintain composure and respond to stressful situations.
- Possess ability to assume duties of the Police Chief in his absence.
- Possess ability to accurately process high volume of on-line data for extended periods.
- Possess good writing and reporting skills.
- Possess ability to maintain records and files for easy access and retrieval.

Desired:

- Retired military member.
- Resides within 5 miles of Town boundaries.
- Possess extensive knowledge of pertinent Florida State statutes and Town of Shalimar ordinances.
- Associates Degree or equivalent.

Salary Range (not including benefits or total cost): \$24,000 - \$40,000

#### **2.8.7 Policeman (Full or Part-time)**

##### **2.8.7.1 Policeman Duties**

- Document weekly patrol mileage and all service calls and forward hard copy or email report to the Police Chief.
- Conduct foot and vehicle patrols to check for criminal or suspicious activity.

- Interact with residents, homeowner associations, and businesses to solicit their cooperation and feedback regarding law enforcement issues.
- Assist victims or others needing professional counseling in identifying available resources.
- Maintain citation logbook and complete a Florida Uniform Traffic Citation Transmittal Form for weekly delivery to the Clerk of Courts.
- Provide complainants with necessary documents to report criminal activity. Package will consist of an affidavit of complaint, witness statements, and other necessary forms.
- Complete an offense report with cover page and addendum of probable cause for delivery to the booking facility in company with an arrested subject.
- Investigate traffic crashes and document on scene driver information, vehicle information, and witness statements. Follow-up paperwork to be completed within Florida State statute 10 day guidelines and sent to the State electronically or by United States Post Office.
- Respond in an efficient and safe manner to reports requiring police or first responder assistance, using emergency methods and equipment as required.
- Be available for off-duty alert and to respond while off-duty to calls for service or to assist an on-duty officer if required.
- Create and maintain appropriate records of official actions and secure in area accessible for official review or use.

#### **2.8.7.2 Policeman Qualifications**

Required:

- Complete the required training by attending any certified Florida basic law enforcement academy.
- Pass the State Officer Certification Exam (SOCE).
- Be at least 21 years of age. Be a citizen of the United States.
- Has a high school diploma or equivalent (GED)?
- Has no conviction of a felony or a misdemeanor involving perjury or false statement? Any person who, after July 1, 1981, pleads guilty or nolo contendere to, or is found guilty of a felony, or a misdemeanor involving perjury or a false statement, shall not be eligible for employment or appointment as an officer, notwithstanding suspension of sentence or withholding of adjudication.
- Has not received a dishonorable discharge from any of the Armed Forces of the United States.
- Has documentation of processed fingerprints on file with the employing agency.
- Has passed a physical examination by a licensed physician, physician assistant, or certified advanced registered nurse practitioner.

- Has good moral character as determined by a background investigation under procedures established by the Criminal Justice Standards and Training Commission.

Desired:

- Is familiar with Florida State statutes.
- Possesses ability to react quickly to immediate response situations and have the mental and physical capabilities to handle difficult/stressful situations.
- Possesses ability to use mobile computers, associated peripherals and is familiar with computer software to include Microsoft word, Microsoft Excel, and other applications in the operating system.
- Possesses ability to complete tasks quickly and accurately.
- Is a retired military member?
- Resides within 5 miles of Town boundaries.

Salary Range (not including benefits or total cost): \$21,000 - \$40,000

## **2.8.8 Maintenance Supervisor**

### **2.8.8.1 Maintenance Supervisor Duties**

- The Maintenance Supervisor will provide direct operational supervision of maintenance staff and coordinate with the Administrative Department.
- Survey Town daily for obvious maintenance needs and schedule/provide required corrective action.
- Assist other departments as required.
- Maintain equipment and vehicles within the ability/capability of Town resources.
- Monitor contract maintenance and keep Town Administrator advised of problem areas.
- Administer department budget and formulate annual budget requirements.
- Maintain department inventory according to Town Policy.
- Supervise, train, and assign tasks to maintenance personnel according to ability, priority, and resources.
- Perform building maintenance within capability.
- Inspect, maintain, and repair park equipment.
- Inspect, maintain, and repair storm drainage systems.
- Maintain master tasking list and weekly tasking schedule.

### **2.8.8.2 Maintenance Department Employee Qualifications**

Required:

- Ability to use hand tools, power tools, and test equipment.

- Ability to lift or move equipment/materials weighing up to 75 pounds, with or without accommodation.
- Familiar with computer software to include Microsoft Word, Excel, Outlook, and Internet Explorer.

Desired:

- Demonstrate flexibility and excellent organizational skills with ability to prioritize work and function independently completing a high volume of forms and variety of tasks accurately and with close attention to detail under pressure of deadlines with frequent interruptions or distractions.
- Organizational and time management skills sufficient to independently establish priorities, coordinate, and complete competing assignments within established timeframes.
- Demonstrate electrical, plumbing, carpentry, and mechanical skills.
- Ability to work with chemicals with varying degrees of toxicity.
- Knowledge and experience in procedures required for using hazardous apparatus and toxic chemicals.
- Ability and willingness to pick up and deliver materials.
- Military dependent or retired military member.
- Basic management experience.

Salary Range (not including benefits or total cost): \$20,000 - \$40,000

## **2.8.9 Deputy Town Clerk**

### **2.8.9.1 Deputy Town Clerk Duties**

- Be responsible for the proper administration of the business of the Town and act as the Administrative Official and Town Clerk in the absence of the Town Administrator.
- Perform all general office duties as assigned, including typing, filing, bookkeeping, computer records, word processing, telephone operation, messages, mail handling, reconciling bank accounts, correspondence, and other official daily business.
- Prepare Agenda Packets for the Mayor, Commissioners, and Town Attorney for all Town Commission meetings.
- Provide all notifications of meetings to the necessary individuals, agencies, and appropriate news media and ensure that notices are posted on the Town bulletin board located in front of Town Hall.
- Record and prepare minutes for all meetings indexed in the prescribed manner.
- Prepare Business Tax Receipts and maintain current records of all businesses.

- Prepare Contractor Tracking Certificates and maintain current records of all certificate holders.
- Make appointments/reservations for all Town Officials as required.
- Assist the Town Administrator in the performance of his/her duties as assigned on a daily basis.
- Collect and post all messages on the Town marquee.
- Maintain and update the official Town website.
- Maintain a record of Commissioner attendance at scheduled meetings and report the third absence of a Commissioner in any 6-month period to the Town Commission.
- Maintain a record of all approved special exceptions currently in effect.

### **2.8.9.2 Deputy Town Clerk Qualifications**

Required:

- Substantial (at least 1 year) related clerical/administrative skills and experience.
- Experience working in a computerized office environment with word processing, database, and spreadsheet skills sufficient to prepare correspondence, reports, forms, statistical/technical/scientific materials, etc. with speed and accuracy, including the willingness to learn and use new computer programs/applications.

Desired:

- Working knowledge of WEB design and maintenance.
- Good keyboarding skills with experience using MS Office word processing, spreadsheet, and database applications.
- Familiarization with Florida records-keeping statutes.
- Strong written and verbal communication and interpersonal skills.
- Good organizational, time management, customer service, and problem-solving skills.
- Ability to work accurately, and meet deadlines despite interruptions.
- Ability to work well independently and as part of a team.
- Ability to exercise flexibility, initiative, good judgment, and discretion.
- Ability to process high volume of data on-line accurately and for extended periods.
- Ability to pay close attention to detail with a high degree of accuracy.
- Ability to perform routine, repetitive tasks accurately.
- Excellent typing, proofreading, and editing skills.
- Shorthand or note-taking ability.
- Ability to maintain records and files for easy access and retrieval.
- Military dependent or retired military member.



Salary Range (not including benefits or total cost): \$20,000 - \$40,000

### **3.0 TRAINING**

#### **3.1 POLICY**

It shall be the policy of the Town of Shalimar Commission to foster and promote training programs (conferences, workshops, institutes, etc.) for employees to better educate themselves for advancement. The Town Commission also recognizes the value of higher education programs and will assist employees whenever possible.

#### **3.2 PROVISIONS**

##### **3.2.1 Job-related training**

Employees in good standing shall be eligible to attend training programs that are job-related with advanced approval of the Town Commission. The Town Commission will fund the cost of the approved training programs in addition to paying reasonable expenses incurred by the employee in accordance with the Administrative Policy of the Town of Shalimar.

##### **3.2.2 Higher Education**

Employees in good standing shall be encouraged to pursue higher education goals provided such goals do not directly impede job performance. Higher education programs must be approved by the Town Commission and reimbursement costs must be funded from the appropriate department's annual budget. In all cases, reimbursement will not exceed 75% of tuition costs and proof of a minimum 3.0 grade equivalent is required.

### **4.0 SALARY ADMINISTRATION**

#### **4.1 HOURS OF WORK**

The Town of Shalimar Administrative and Police Department offices will, at a minimum, be open for business from 9:00 a.m. to 12:00 p.m. and from 1:00 p.m. until 4:00 p.m., Monday through Friday, except for official holidays. Flexibility in this schedule must be coordinated with the Town Administrator. The normal workweek for salaried employees is five days and forty (40) hours per week. Full-time hourly employees (up to 40 hours per week) may be hired with modified benefits (to include a custom medical package) which may not include all of the benefits of salaried employees. Part time employees will not be scheduled more than 30 hours per week.

#### **4.2 OVERTIME**

##### **4.2.1 Compensatory Time**

Only employees who agree with the following compensatory policies will be allowed to work over 40 hours per week. Such employees who work more hours than the standard workweek established for that position do so at the discretion of their supervisor, and are allowed compensatory time off. Compensatory time will be at a rate of 1.5 hours for each excess hour worked. Employees separating from employment may receive pay for accrued compensatory time. Compensatory time not used within the month following accrual will be carried forward in

a maximum amount of 16 hours. The Town Commission must authorize any overtime pay with the exceptions listed in the following paragraph.

#### **4.2.2 Overtime**

Overtime may be needed for police officers to conduct necessary duties related to and arising from circumstances associated with catastrophic and or other unusual events. Overtime may be authorized by the Mayor, Police Commissioner, or the Town Administrator, not to exceed 10 hours for the Police Department in any given pay period. Overtime in excess of this amount requires the approval of the Mayor. Police officers performing overtime at the request of an approval authority will be compensated at a rate of one and one half (1 ½) times their hourly rate as calculated by dividing their annual compensation by 2080 hours. The minimum overtime credit will be one (1) hour for any specific request by a competent authority. Police officers responding to an official dispatch call when off-duty may request 2 hours' minimum overtime pay for any responses which result in travel from their off-duty location to the Town of Shalimar.

An *Overtime Authorization Form* (Appendix III) will be completed by the Town Administrator, Police Commissioner, or Mayor and the overtime worked will be documented on the form by the officer with his signature.

#### **4.3 SALARY APPROVAL AUTHORITY**

The salary of each position within the Town of Shalimar shall be determined by the Town Commission. The salary of all new hires, as well as increases which result from promotion or decreases which result from disciplinary actions, shall be approved by the Town Commission. Payment in lieu of authorized benefits will similarly be approved by the Town Commission.

#### **4.4 DEDUCTIONS**

The acting Financial Administrator will make deductions from the employees' paychecks to pay for Social Security, Federal Income tax as required by law, and all other deductions authorized under this section. Deductions will be made on a bi-monthly basis from the employee's regular salary.

#### **4.5 PAY DAYS**

The Town of Shalimar issues payroll checks bi-monthly. Should a payday fall on an official holiday, paychecks will be issued on the last working day before the holiday.

#### **5.0 EMPLOYEE BENEFITS**

##### **5.1 PAID TIME OFF**

**5.1.1 Leave Accrual**

Every salaried employee in the Town of Shalimar shall be allowed annual vacation leave with pay. Such annual leave shall be granted in the manner indicated below:

40 Hour Work Week	Monthly	Annually
0-1 years	9.33 hours	14 days
1-10 years	14 hours	21 days
more than 10 years	18.66 hours	28 days

**5.1.2 Leave Carry Over**

Up to 160 hours of annual leave may be carried forward into the next fiscal year. Leave earned in excess of 160 hours must be taken by September 30 of the year in which it is earned or it shall be forfeited.

**5.1.3 Leave Payout**

Employees may receive pay for accrued regular leave up to 160 hours, with approval by the Town Commission. The Town Commission shall not approve payment for accrued regular hours in excess of 160 hours during any five-year period. This payment is calculated based on the employees' current annual salary divided by 2080 and multiplied by the number of vacation hours for which he/she has become eligible. Any sick leave accrued is neither reimbursable nor transferrable to another employee.

**5.1.4 Attendance and Leave**

An attendance record shall be maintained for each employee. This record will reflect all absences and shall be available to the employee for inspection upon request. The Police Chief will review and initial all police department employee time reports at the end of each pay period. The Deputy Clerk or Town Administrator will be notified by email of the details of all absences to include annual leave.

**5.1.4.1 Leave Scheduling**

Each supervisor may use whatever methods of compiling and scheduling leave requests he/she wants to, as long as the methods are reasonable, fair, consistent, and not discriminatory. Supervisors shall not schedule annual leave in such a way that departmental operations break down or are seriously impeded. Supervisors or jurisdictional Commissioners shall respond to employee requests for vacation (annual leave) as quickly as possible.

**5.1.4.2 Leave Status on a Holiday**

When a regularly scheduled holiday occurs during the period of an employee's leave, annual leave shall not be charged for the holiday.

**5.1.5 Holidays**

The following shall be observed as official paid holidays for the salaried employees of the Town of Shalimar:

New Year's Day	January 1
Martin Luther King's Birthday	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veteran's Day	2nd Monday in November
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25

#### **5.1.5.1 Additional Holidays**

The Town of Shalimar Commission and/or Mayor are empowered to declare additional holiday(s) or employee incentive days.

#### **5.1.5.2 Holiday Observance**

When a holiday observed by the Town of Shalimar falls on Sunday, such holiday shall normally be observed on the Monday after the holiday. When a holiday observed by the Town of Shalimar falls on Saturday, such holiday shall normally be observed on the Friday before the holiday.

#### **5.1.6 Select Reserve Duty Policy**

The Town of Shalimar supports those who support our country. We are proud to employ the citizen-soldier and support The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA 38 U.S.C. 4301-4335)

##### **5.1.6.1 Military Leave of Absence**

A military leave of absence will be granted if an employee is absent in order to serve in the uniformed services of the United States for a period of up to five years (not including certain involuntary extensions of service). An employee is eligible for military leave beginning the first day of employment. Employees who perform and return from service in the Armed Forces, the Military Reserves, and the National Guard will retain certain rights with respect to reinstatement, seniority, layoffs, compensation, length of service promotions, and length of service pay increases, as required by applicable federal or state law. Copies of applicable military pay records must be submitted to support a military leave of absence claim.

##### **5.1.6.2 Military Duty Pay**

Town of Shalimar employees who are members of active Reserve units of one of the Armed Services or the National Guard will be paid while participating in annual encampments or training duty for a period not to exceed 10 working days per fiscal year. Additional military

leave shall be charged as annual leave or administrative leave without pay. Such leave will be granted without loss of time, as specified in Florida Statutes, Chapter 115.

### **5.1.7 Leave without Pay**

Leave without pay may be granted for employees who have exhausted annual leave and sick leave, but require extended medical leave. The position held by an employee may be held open for a maximum period of three (3) months while he/she is on an extended medical leave. If it becomes necessary to fill the position in order to ensure continued smooth, quality operation of the department, the employee shall be notified immediately and assured that every effort will be made to place him/her in a position of like status and pay when he/she is able to return to work. If an employee is unable to return to work on the date established for his/her return to duty, he/she will notify his/her supervisor as far in advance as possible. An employee who fails to return to work on the date established and fails to so notify his/her supervisor may be terminated. The Town of Shalimar reserves the right to require a statement from the employee's attending physician to the effect that the employee is able to resume his/her normal duties before allowing the employee to return to work. Without Town Commission approval, employees will not be paid for an absence based on leave to be earned.

### **5.1.8 Emergency Leave**

Employees who are absent due to an emergency should call or have someone call his/her supervisor to report such an absence.

### **5.1.9 Leave Due to Illness (Sick Leave)**

The Town Commission authorizes eight hours per month paid sick leave for full-time employees. Up to 320 hours of sick leave may be carried forward into the next fiscal year.

Sick leave hours are not reimbursable (even upon termination or retirement) nor transferrable to another employee.

Employees who are absent due to illness should call his/her supervisor to report such an absence. An employee who has been absent under any of the following conditions must, upon returning to work, have a doctor's statement that indicates no work restrictions:

- Employee has been hospitalized.
- Employee is absent five (5) or more work days during a pay period.

### **5.1.10 Bereavement Leave**

In case of death in an employee's immediate family, up to three (3) days bereavement leave with pay may be authorized by the supervisor. Immediate family shall be defined as parent, child, spouse, brother, sister, grandparent, parent-in-law, brother-in-law, sister-in-law and grandchildren of either spouse.

### **5.1.11 Leave for Court Appearances**

#### **5.1.11.1 Jury Duty**

All full time Town of Shalimar employees selected for jury duty shall be entitled to civil leave with pay for the period of absence required. Such leave shall not be charged to annual or sick

leave earnings. Eligibility commences on the first day of active employment. If an employee is called for jury duty and serves as a juror on a regular working day or days, he/she will receive pay for the time lost (up to eight hours per day) from work by reason of such service. When called for jury duty, the employee must show the summons to his/her supervisor prior to the date of service so that authorization and plans for the absence can be made. Failure to do so in advance may be cause for the employee not to receive jury duty pay. When released from jury duty for any day, the employee will be expected to return to work for that day. If released from jury duty before the regularly scheduled lunch period, an employee is required to return to work.

#### **5.1.11.2 Court Attendance on behalf of the Town of Shalimar**

All full time employees subpoenaed or ordered to attend court to appear as a witness or to testify in some official capacity on behalf of the Town of Shalimar shall be entitled to leave with pay for such period as his court attendance may require.

#### **5.1.11.3 Private Litigation**

Absence of an employee from work to appear in private litigation, either as a principal or a witness, shall be charged to annual leave or to leave without pay, if no annual leave is accrued.

### **5.2 LEAVE WITHOUT PAY (LWOP)**

Leave without pay for up to ten (10) days may be approved by the supervisor with the approval of the jurisdictional Commissioner. LWOP will only be approved for employees with at least one year of service and if that period of absence does not require replacement of the employee's services. Normally such leave will not be granted until the employee has used all accumulated reimbursable leave. In the event of an extended period of disability due to illness, injury, or maternity, the employee may apply for leave without pay extended (ELWOP) status if all accrued annual leave has been exhausted. The total leave period shall not exceed 90 days without Town Commission approval. The application for ELWOP shall be in writing and shall include a physician's certification of the condition and the period of time the employee will be incapacitated. Any extension requests must also be accompanied by a physician's certification. The Town of Shalimar may require additional documentation from other physicians.

### **5.3 EXTENDED LEAVE WITHOUT PAY (ELWOP)**

The Family Medical Leave Act (FMLA) gives eligible employees the right to take up to 90 days (12 weeks) off per year for their own serious health condition, to care for a family member with a serious health condition. Maternity and/or paternity leave is covered under this act. Procedures to request ELOWP are covered in paragraph 5.2 above. Although Town of Shalimar employees may not be covered under the FMLA, the Town Commission will seriously consider all appropriate requests.

### **5.4 DEATH**

Employment will be constructively terminated as of the date of an employee's death. All compensation due to the employee at termination shall be paid to the beneficiary, surviving spouse, or to the estate of the employee as determined by law or by executed forms in the employee's personnel folder.

**5.5 INSURANCE BENEFITS**

**5.5.1 Social Security**

The Town of Shalimar will participate in the Social Security System. All eligible employees will be covered. The employee's share of the Social Security taxes will be withheld from the employee's pay on a bi-monthly basis.

**5.5.2 Workmen's Compensation Insurance**

The Town of Shalimar will maintain Workmen's Compensation Insurance on all employees as prescribed by the Florida Workmen's Compensation Law.

**5.5.3 Health Insurance**

The Town of Shalimar offers each salaried employee a Health Reimbursement Account (HRA) for payment of medical related expenses for the employee and their immediate family members. This HRA fund rolls over from year to year and the Town's annual contribution is determined during the fiscal year budget process.

**5.5.4 Retirement**

All salaried employees may elect to participate in a matching fund IRA type retirement plan. This election must be recorded and maintained in the official employee record. Matching contributions shall be a calculated percentage of base salary only and employee must contribute an equal matching amount to the fund to receive any Town matching funds. The Town's maximum matching contribution to IRA participating employees shall be according to the following longevity schedule or as specifically determined by the Town Commission during the budget or hiring process:

Years of Employment	Maximum Matching Contribution
0-3	3%
3-5	6%
5-10	9%
10 and up	12%

**5.5.5 Life Insurance**

The Town provides life insurance for each employee. The minimum amount of life insurance is \$50,000.00 for each employee. The Town of Shalimar shall pay the premiums for each employee. If an employee wishes to increase his/her life insurance above \$50,000.00, he/she may do so by having the increased coverage premium deducted from the employee's pay on a bi-monthly basis.

**5.5.6 Unemployment Compensation Insurance**

The Town of Shalimar is a registered, reimbursable employer with the State of Florida.

## **5.6 EMPLOYEE TRANSFER OF VACATION LEAVE**

With approval of the Town Commission, employees may transfer portions of their accrued vacation leave in excess of 10 days to any other employee who has zero accrued paid leave, or has been determined the need to use all his/her accrued paid leave due to various circumstances.

## **6.0 EMPLOYEE RELATIONS**

### **6.1 STATEMENT OF POLICY**

It shall be the duty of all employees to comply with and to assist in carrying out the provisions of the personnel rules and regulations listed herein.

### **6.2 STANDARDS OF PERFORMANCE**

It shall be the duty of each employee to maintain high standards of conduct, cooperation, efficiency, and performance in his/her work for the Town of Shalimar. Whenever work habits, attitude, production, or personal conduct of any employee falls below a desirable standard, supervisors should point out the deficiencies at the time they are observed. Corrections and suggestions should be presented in a constructive and helpful manner in an effort to elicit the cooperation and goodwill of the employee. Supervisors shall assist employees in gaining capability through on-the-job training as required.

### **6.3 RESPONSIBILITIES**

It is the duty of every employee to attempt to correct any faults in performance when called to the employee's attention and to make every effort to avoid conflict with the rules and regulations. It is mandatory that every supervisor discuss improper or inadequate performance with the employee in order to correct the deficiencies and to avoid the need to exercise disciplinary action. As a matter of policy, discipline will be of an increasingly progressive nature. Where incremental discipline is appropriate, the steps of progression are as follows:

- Oral reprimand or written reprimand
- Suspension
- Demotion
- Dismissal

### **6.4 GROUNDS FOR DISCIPLINARY ACTION**

The following are declared to be grounds for discipline of any employee:

- Conviction of a crime
- Acts of incompetence
- Absence without leave
- Insubordination
- Intentional failure or refusal to carry out instructions
- Misappropriation, destruction, theft, or conversion of town property



- Habitual tardiness and/or absenteeism
- Falsification of any information required by the Town for employment purposes
- Failure to properly report on-duty accidents or personal injuries
- Neglect or carelessness resulting in damage to property and equipment while on duty
- Working under the influence of alcohol/illegal drugs or use of such drugs or alcohol while on duty
- Acts as a representative of the Town of Shalimar which creates an unprofessional or inappropriate public image

## **6.5 TYPES OF DISCIPLINARY ACTION**

The following provisions shall govern disciplinary actions affecting employees in the Town of Shalimar service. A supervisor, subject to the appeal rights of the employee as stated herein, shall have the following alternatives for disciplinary action:

### **6.5.1 Written Reprimand**

Unless the incident, action, or behavior of the employee is such as to initially warrant a more severe type of disciplinary action, a written reprimand shall usually be issued for first offenses. Written reprimands should state the necessary corrective action and a warning that repeated offenses may lead to sterner measures. A copy should be filed in the employee's personnel records.

### **6.5.2 Suspension**

A jurisdictional commissioner or supervisor may, for disciplinary purposes, suspend without pay any employee under the supervisor's supervision for such length of time as is considered appropriate, but generally not to exceed thirty (30) days in any twelve (12) month period. When the interest of the Town of Shalimar can best be served by immediate removal of an employee from duty pending a decision to terminate, the employee may be suspended. A decision on termination in such cases will usually be made within the thirty (30) day period described above.

#### **6.5.2.1 Procedures**

A written statement specifically setting forth reasons for and the length of time of such suspension shall be furnished to the affected employee. The written statement shall be submitted to the employee within five (5) business days of the time the suspension becomes effective. Notice of the charge or charges against the employee shall be specific and include the date, time, place, and nature of the violation or misconduct charged in sufficient detail to provide the employee an opportunity to prepare a defense. The supervisor shall sign such notice. Notice of disciplinary action against an employee shall be made by delivering a copy of such notice to the employee in person or by legal service of process, or, if the employee is absent without leave from his employment, by mailing a copy of such notice by certified mail to the last known address of the employee as reflected in his/her records. When court action, an investigation or a trial of any charge is pending against an employee and he/she is suspended, such suspension without pay may be extended by the Mayor until final court action is taken or disposition of the

charges has been made. Such employee determined to be innocent of the charges against him/her may be returned to duty.

### **6.5.3 Dismissals/Terminations**

In Florida, employees are presumed to be "at will". At-will employees may be terminated for any reason not specifically precluded by law. An employee may only be discharged by written notice of the Town of Shalimar Commission. Employees dismissed with notice may be compensated for accrued annual leave and a severance agreement may be offered. An example *Termination Severance Agreement* is Appendix IV to this manual.

## **6.6 DISABILITY**

A supervisor, with the approval of the Town Commission, may direct any employee under his jurisdiction to be examined by a physician designated by the Town of Shalimar at the Town's expense. When a disability of any kind is discovered which impairs the effectiveness of an employee or makes his continuance on the job a danger to himself or others, the following action shall be taken:

### **6.6.1 Disability is Correctable**

The employee shall be allowed a specified time as determined by the supervisor to have it corrected. Such time may be charged to sick or annual leave or, if no leave has been accrued, to leave without pay. If the employee fails to take steps to have the disability corrected within the specified time, he shall be subject to disciplinary action or layoff.

### **6.6.2 Disability Not Correctable**

If, in the opinion of the examining physician, the disability cannot be corrected, the Town Commission shall attempt to place the employee in another position, which he/she can perform satisfactorily. If that cannot be accomplished successfully, the employee will be separated from employment with the Town.

## **6.7 RESIGNATIONS/RETIREMENTS**

### **6.7.1 Resignation/Retirement in Good Standing**

To resign/retire in good standing, an employee shall give his/her supervisor at least two (2) weeks' notice in writing. Normally, failure to comply with this rule shall be entered on the service record of the employee. The Town Commission may exempt an employee who has given less than the required notice if exceptional circumstances warrant such exemption. Employees who resign/retire shall be paid at the end of the pay period during which the resignation becomes effective. A supervisor who decides to resign/retire shall submit a written letter of resignation to the Mayor at least four weeks (20 working days) in advance setting forth the date of leaving and the reasons for leaving. Employees resigning/retiring without prejudice (consensual) shall be compensated for earned annual leave and may be offered a severance agreement. An example severance agreement is *Resignation/Retirement Agreement* (Appendix V) to this manual. Employees not giving proper notice on resigning shall be considered resigning with prejudice. An employee who resigns may not rescind a resignation unless the Town Commission and supervisor agree to the rescission.

### **6.7.2 Resignation with Prejudice**

Resignation with prejudice shall occur when an employee does not give proper notice or an employee initiates a resignation but adequate grounds exist for dismissal

### **6.7.3 Constructive Resignation**

An employee, who, without valid reason, fails to report to work for three consecutive workdays without authorized leave, shall be separated from the payroll and reported as having resigned.

## **6.8 STANDARDS OF CONDUCT**

The purpose of this section is to describe a general code of conduct for employees of the Town of Shalimar. All employees will be expected to adhere fully to these policies. Failure to do so will be cause for disciplinary action.

### **6.8.1 Gifts and Gratuities**

No employee shall accept gifts, gratuities, or loans from individuals or business concerns with which he/she has an official Town of Shalimar business relationship. These limitations are not intended to prohibit the acceptance of articles of less than \$10.00 in value, which are distributed generally, or to prohibit employees from accepting social courtesies, which promote good public relations, or to prohibit employees from obtaining loans from regular lending institutions.

Employees shall not solicit contributions from another employee for a gift to an employee in a superior official position nor shall such superior accept a gift presented as a contribution from employees receiving less salary than him/her. The foregoing does not, however, prohibit a voluntary gift of nominal value when made on a special occasion.

No person seeking appointment to or promotion in the Town of Shalimar government shall either directly or indirectly give, render or pay any money, service or other thing of value to any person in connection with an appointment, promotion, or proposed appointment or promotion. This prohibition is not intended to prevent payment to a legitimate employment agency.

### **6.8.2 Use of Town Vehicles**

Town owned vehicles will be operated within the limits of the law. Smoking is not permitted in Town vehicles. Operators will be held responsible for any fines or damages resulting from their own negligence as determined by the Town Commission. Full time Shalimar Police Department Officers may use police vehicles for commuting to and from their residences and Shalimar if residing within 3 miles of Town Hall. Full time officers residing outside this limit may elect to use police vehicles for such commuting when agreeing to reimburse the Town monthly at a rate of \$.27 per mile of commute (to and from Town Hall) in excess of this limit. This reimbursement will be deducted from bi-weekly paychecks by the Town Administrator and will be based on an average per monthly work schedule of 20 days. The rate of reimbursement may be adjusted by the Police Commissioner with consent of the Town Commission. The Chief of Police will be exempt from mileage assessment and also be responsible for monitoring vehicle odometer readings to ensure vehicle usage is in compliance with this policy.

### **6.8.3 Outside Employment**

Outside employment is any paid employment performed by an employee in addition to his/her employment with the Town of Shalimar. Outside employment must be reported to and approved by the employee's department supervisor or jurisdictional Commissioner and a document of approval will be added to the employee file. The following criteria will apply to outside employment:

- Such employment shall not cause the employee to be late for work, to leave early, to be unavailable for work beyond normal duty hours, or cause any reduction in the employee's efficiency when on duty with the Town of Shalimar.
- Such employment shall not involve a conflict of interest or conflict with the employee's duties.
- Such employment shall not involve the performance of duties which the employee should perform as part of his/her job with the Town of Shalimar.
- The nature of the outside employment shall not be such as to bring discredit or embarrassment on the Town of Shalimar.

### **6.8.4 Payments of Financial Obligations**

Every employee is expected to pay just debts and financial obligations, particularly those directed by court order. However, the Town of Shalimar is neither a collection agency nor an arbiter when the validity of a debt is questioned. It shall be the responsibility of supervisors to counsel employees about overdue debts and to take disciplinary action if warranted.

### **6.8.5 Political Activity**

Every employee shall have the right to express freely his views as a citizen and to cast his vote. Coercion for political purposes of and by employees and use of their positions for political purposes is prohibited. No employee or official of the Town of Shalimar shall, directly or indirectly, coerce, attempt to coerce or advise an employee to pay, lend or contribute anything of value to a party, committee, organization, agency or person for political or religious purposes. No employee or official of the Town of Shalimar shall use official authority or influence for the purpose of interfering with or affecting the result of an election or a nomination for office. Participation in partisan political activity by employees shall be permitted to the extent as provided under the Federal Hatch Political Activities Act while on duty. Any person violating the provisions of this is subject to discipline by the Town of Shalimar Commission.

### **6.8.6 Nepotism**

The Town of Shalimar shall employ no person in a position in which his/her immediate family member would be his or her supervisor. For the purposes of this section the term "immediate family" refers to: spouse, and the grandparents, parents, brothers, sisters, children, grandchildren of both the employee and the spouse.

## **7.0 GRIEVANCES**

It is the policy of the Town of Shalimar that all employees shall be treated fairly and consistently in all matters related to their employment. When an employee feels that he/she has not been so treated, he/she will have the right to present a grievance or appeal free from

interference, restraint, coercion, discrimination, or reprisal. Grievances shall be brought to the Mayor or any Town Commissioner. If the employee is not satisfied with their decision, he/she may request in writing to have the grievance heard at the next scheduled Commission meeting.

**8.0 APPENDIX I - EMPLOYMENT AGREEMENT1**



**Town Policy Review Statement**

I have reviewed:

1. The Town of Shalimar Personnel Policy Manual dated \_\_\_\_\_.
2. The Administrative Policy Manual dated \_\_\_\_\_.

As an employee of the Town of Shalimar, I understand all policies contained in the manuals listed above.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Print name

9.0

**APPENDIX II - OVERTIME AUTHORIZATION FORM**  
**SHALIMAR POLICE DEPARTMENT OVERTIME FORM**

PAY PERIOD: \_\_\_\_\_ TOTAL HOURS WORKED: \_\_\_\_\_

NAME: \_\_\_\_\_

TIME IN: \_\_\_\_\_ TIME OUT: \_\_\_\_\_

NATURE OF DUTY: (Traffic Investigation, Domestic Dispute etc.) BE SPECIFIC

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OFFICERS SIGNATURE: \_\_\_\_\_

**Must have at least one of the following signatures for payment:**

POLICE CHIEF: \_\_\_\_\_ DATE: \_\_\_\_\_

POLICE COMMISSIONER: \_\_\_\_\_ DATE: \_\_\_\_\_

MAYOR: \_\_\_\_\_ DATE: \_\_\_\_\_

**11.0 APPENDIX III - TERMINATION SEVERANCE AGREEMENT**

**SEPARATION AGREEMENT AND GENERAL RELEASE**

1. This Separation Agreement and General Release (“this Agreement”) is made and entered into by and between \_\_\_\_\_. (“Employee”) and The Town of Shalimar (“the Town”) (collectively, “the Parties”), both of whom wish to separate their employment relationship in an amicable manner.

2. Now, therefore, in consideration of the mutual promises and covenants contained herein, it is agreed as follows:

A. Employee’s last day of employment with the Town shall be \_\_\_\_\_ (“the Effective Date”). The Town will pay Employee his/her last current monthly salary through \_\_\_\_\_, and all normal deductions and regular payroll tax withholdings will be made. These monies shall be included on the W-2 form that the Town shall issue for \_\_\_\_ (calendar year). The Town will continue to provide all Employee Benefits to which Employee was entitled through \_\_\_\_\_ (date).

B. In consideration for the promises made by Employee herein, the Town shall make a payment to Employee in the amount of \$\_\_\_\_\_. The payment of the monies described in this paragraph shall not be delivered to Employee until this Agreement becomes effective as described in Paragraph 11 below. This payment shall be subject to the appropriate taxes and other payroll deductions required by law, and these monies shall be included on the W-2 form the Town will issue to Employee for \_\_\_\_\_ (calendar year). Employee agrees that, to the extent that any federal, state or local taxes may be or become due or payable as a result of the above payment, he/she shall be solely responsible for paying such taxes. Employee further agrees that he/she will indemnify the Town, and its agents, employees, members, former employees, partners, directors, officers, trustees, consultants, shareholders, attorneys and insurers, both past and present, from, and hold them harmless against any claim, liability, penalty or tax consequence made by any local, state or federal administrative agency or court of competent jurisdiction for such unpaid taxes, including costs and counsel fees incurred by the Town as a result of such claims.

C. In consideration for the payment set forth in Paragraph 2 above, Employee hereby releases the Town and any of its predecessors, successors, parents, affiliated or subsidiary companies, and its or their present or former officers, directors, agents, Board members, representatives or employees, and the various Town benefit plans, committees, trustees, fiduciaries, trusts and their



respective successors and assigns, heirs, executors and personal or legal representatives (hereinafter collectively referred to as the “Releasees”) from any and all claims or causes of action He/she may have or claim to have against the Releasees including any claims arising out of or relating in any way to his/her employment with the Town and/or the termination of such employment. The claims released include, but are not limited to:

(i) All statutory claims, including but not limited to claims arising under the Florida Civil Human Rights Act, the Florida Whistleblowers Act, the Public Employees Relations Act, Title VII of the Civil Rights Act of 1964 (as amended), Sections 1981 through 1988 of Title 42 of the United States Code (as amended), the Age Discrimination in Employment Act of 1967 (as amended, including the Older Workers’ Benefit Protection Act), the Americans with Disabilities Act of 1990 (as amended), the Rehabilitation Act, the Employee Retirement Income Security Act of 1974 (as amended), the Fair Labor Standards Act (as amended), the Uniformed Services Employment and Reemployment Rights Act of 1994, the National Labor Relations Act (as amended), the Federal Warn Act (as amended), the Family and Medical Leave Act of 1993, the Occupational Safety and Health Act (as amended), the Equal Pay Act (as amended), and any other federal or state statutory or common law theory of liability or damages;

(ii) All claims arising under the United States or Florida Constitutions;

(iii) All claims arising under any Executive Order or derived from or based upon any state or federal regulations;

(iv) All common law claims, including but not limited to any and all rights to discovery, claims for wrongful discharge, constructive discharge, violation of public policy, breach of an express or implied contract, breach of an implied covenant of good faith and fair dealing, negligent or intentional infliction of emotional distress, defamation, conspiracy, tortious interference with contract or prospective economic advantage, promissory estoppel, equitable estoppel, fraud, misrepresentation, detrimental reliance, retaliation, and negligence;

(v) All claims for any compensation including commissions, back wages, front pay, punitive damages, pay increases, bonuses or awards, fringe benefits, disability benefits, severance benefits, reinstatement, retroactive seniority, pension benefits, contributions to retirement plans, or any other form of economic loss;

(vi) All claims for personal injury, including physical injury, mental anguish, emotional distress, pain and suffering, embarrassment, humiliation, damage to name or reputation, interest, liquidated damages, and punitive damages; and

(vii) All claims for costs, interest, and attorneys' fees.

3. Nothing contained in Paragraph 2 above is intended, nor shall be construed: (i) to waive or release any future claim arising after the date this Agreement is signed by Employee; or (ii) to limit Employee's right to enforce the terms of this Agreement. Employee understands that the Town's offer to provide severance as set forth in Paragraph 2 above does not constitute an admission by the Town that it has violated any statute, regulation or ordinance or any other legal obligation that it may owe to him/her with respect to any aspect of employment with the Town or separation therefrom.

4. Employee represents that he/she has not, and agrees that he/she will not, file any lawsuit or claim against Releasees based on any events, whether known or unknown, occurring prior to the date of the execution of this Agreement, including, but not limited to, any events related to, arising out of, or in connection with, his/her employment with the Town, or the termination of such employment, in any court or tribunal of the United States, Florida, or any other state, city, county, or locality. Employee also acknowledges and agrees that while this release does not preclude him/her from filing a charge with the National Labor Relations Board, the Equal Employment Opportunity Commission or a similar state or local agency, or from participating in any investigation or proceeding with such an agency, he/she will not personally recover monies, and expressly waives the right to recover such monies, for any complaint or charge filed against the Releasees with any federal, state or local board, agency or court.

5. Any prior agreements between Employee and the Town that impose confidentiality, nondisclosure, non-competition, non-solicitation and/or other post-employment obligations upon him/her shall remain in force and effect. In addition, from and after the Effective Date, Employee agrees not to divulge or use to the detriment of the Town, his benefit, or the benefit of any other person, any proprietary or confidential information or trade secrets related to the Town including, without limitation, the Town's trade secrets or other intellectual property rights, personnel information, or other confidential data, including information acquired in connection with his employment by the Town (collectively, "Confidential Information"). On or before the Effective Date, Employee shall immediately deliver to the Town all Town memoranda, books, papers, letters and

other data and all copies thereof, whether or not such materials contain Confidential Information, then in the possession or control of Employee. Confidential Information does not include information which (i) has become publicly known and made generally available through no wrongful act of Employee, or (ii) has been rightfully received by Employee from a third party who is authorized to make such disclosure.

6. If he/she has not done so already, Employee shall return to the Town all of its property in his/her possession including, but not limited to, all corporate credit cards, computers, laptops, cell phones, blackberries, accessories, books, records, documents, data, and other materials and equipment owned by the Town. All information or data of any type, whether created, sent or received by Employee on any computer, e-mail system or other electronic medium to which he/she has been provided access by the Town is solely and exclusively the property of the Town. Employee shall have no ownership or other rights or any expectation of privacy with respect to any such material or content.

7. Employee and the Town agree to maintain in confidence and not to disclose the terms of this Agreement, including but not limited to the amount of same and/or any facts surrounding Employee's employment and separation from employment. It shall not be considered a breach of the obligation of confidentiality for Employee to make disclosure of the settlement terms to his/her immediate family (who shall first be expressly advised of, and also be bound by, the same requirement of confidentiality), or to make disclosure of the settlement terms and the underlying events in order to obtain private and confidential legal, tax or financial advice, or to respond to any inquiry from any governmental entity or agency regarding a tax filing or in response to a court order. Employee agrees that if he/she is served with or otherwise receives notice of any such court order, or if he/she believes such disclosure is required by any state or federal law, He/she shall immediately provide written notice to the Town so that it may be afforded the opportunity to oppose same prior to any such disclosure. It shall not be considered a breach of the obligation of confidentiality for the Town to make disclosure of the terms of this Agreement to the extent necessary to obtain approval for, and as required for implementation of, the terms, or for purposes of reporting this Agreement internally, or as part of normal external disclosure of financial information to an auditor, or as required by taxing or other governmental authorities. Employee and the Town represent that no unauthorized disclosures concerning the terms of the Agreement were made prior to signing this

Agreement. In the event Employee is asked about the terms of this Agreement, he/she may state that he/she and the Town have separated their employment relationship in an amicable manner.

8. Any breach by Employee of the obligations under Paragraphs 6 through 8 of this Agreement shall be considered a material breach of this Agreement. Employee acknowledges and agrees that, in the event of such a breach or threatened breach by him/her, the Town, in addition to any other rights and remedies it may have, shall be entitled to appropriate injunctive relief, and shall further be entitled to recover its reasonable costs and attorneys' fees incurred in seeking relief for any such breach or threatened breach.

9. Employee and the Town agree that they will not criticize, denigrate, or disparage each other as set forth herein. To that end, Employee will not make any comments or statements to the press, the Town's current or former employees, any individual or entity with whom the Town has a business relationship, or any other person if such comment or statement could be likely to adversely affect the conduct of the business of the Town, or any of the plans, prospects, or business reputation of the Town. To the extent either Employee or the Town are legally required to disclose to a governmental entity or other third party the reason(s) for Employee's separation from the Town, the Town or Employee shall provide only dates of employment and positions held. Any prospective employer of Employee shall be informed that such limited information is disclosed in accordance with the Town's policy. Employee should direct any inquiries to the current Shalimar Commissioner assigned \_\_\_\_\_ (position). By agreeing to this provision, the Town is not accepting liability for statements made by current or former employees made outside the scope of employment.

10. Employee acknowledges that the only consideration he/she has received for signing this Agreement is that set forth herein. No other promise, inducement, threat, agreement or understanding of any kind or description has been made to him/her or to him/her to cause him/her to enter into this Agreement. Employee further acknowledges that the consideration received from the Town through this Agreement is greater than any amount he/she would otherwise be entitled to from the Town.

11. Employee understands that he/she has been given until close of business on \_\_\_\_\_ (date) to review and consider this Agreement before signing it. He/she also understands that he/she is free to use as much of this period as he/she wishes or considers necessary before deciding to sign this Agreement.

12. Employee agrees that he/she has had the opportunity to review this Agreement with an attorney, that the Town recommends that he/she review this Agreement with an attorney, and that he/she fully understands the terms and conditions of this Agreement. Employee further acknowledges that he/she accepts the terms of this Agreement and enters into it freely, voluntarily, and without duress or coercion.

13. Should any provision of this Agreement be declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable (except for Paragraph 3), the legality, validity and enforceability of the remaining parts, terms or provisions shall not be affected thereby and said illegal, unenforceable or invalid part, term or provisions shall be deemed not to be part of this Agreement.

14. This Agreement shall be governed by Florida law, and the courts of the State of Florida, either federal or state, shall have jurisdiction over, and be the proper venue for, any disputes arising out of this Agreement.

15. This Agreement sets forth the entire understanding and agreement between the Parties and, except as set forth in the first sentence of Paragraph 6 of this Agreement, fully supersedes any and all prior contracts or agreements between the Parties pertaining to compensation or severance, and it likewise fully supersedes any and all other conflicting agreements or understandings between the Parties.

**I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS SEPARATION AGREEMENT AND GENERAL RELEASE AND UNDERSTAND ALL OF ITS TERMS, INCLUDING THE FULL AND FINAL RELEASE AND WAIVER OF CLAIMS SET FORTH ABOVE. I FURTHER ACKNOWLEDGE THAT I HAVE VOLUNTARILY ENTERED INTO THIS SEVERANCE AGREEMENT AND GENERAL RELEASE, THAT I HAVE NOT RELIED UPON ANY REPRESENTATION OR STATEMENT, WRITTEN OR ORAL, NOT SET FORTH IN THIS AGREEMENT AND THAT I HAVE BEEN GIVEN THE OPPORTUNITY AND BEEN ENCOURAGED TO HAVE THIS AGREEMENT REVIEWED BY AN ATTORNEY.**

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
**TOWN OF SHALIMAR**  
Commission Member Name

\_\_\_\_\_  
Commission Member Title

\_\_\_\_\_  
Date

**12.0 APPENDIX IV - RESIGNATION/RETIREMENT AGREEMENT**

**RETIREMENT OR CONSENSUAL SEPARATION AGREEMENT**

**BETWEEN**

\_\_\_\_\_ (employee name) AND THE TOWN OF SHALIMAR

\_\_\_\_\_ (employee name) of the Shalimar \_\_\_\_\_ (department) and the Town of Shalimar, 2 Cherokee Road, Shalimar, Florida 32579, hereby enter the following agreement:

\_\_\_\_\_ (employee name) voluntarily agrees to early retirement or consensual separation from employment with the Town of Shalimar. \_\_\_\_\_'s (employee name) last day of employment is \_\_\_\_\_ (date) and retirement begins \_\_\_\_\_ (date).

In consideration thereof, the Town of Shalimar agrees to pay said employee a lump sum severance payment in the amount of \$\_\_\_\_\_, payment of \$\_\_\_\_\_ for \_\_\_\_\_ hours of accrued annual leave, and \$\_\_\_\_\_ for \_\_\_\_\_ hours of accrued sick leave. Total gross amount of severance, accrued leave and accrued sick leave is \$\_\_\_\_\_ to be paid no later than \_\_\_\_\_ (date). No other obligations are forth coming, and this agreement shall be binding on both \_\_\_\_\_ (employee name) and the Town of Shalimar.

\_\_\_\_\_  
Town Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

**13.0 APPENDIX V - SPECIAL DUTY FORM**

**SHALIMAR POLICE DEPARTMENT SPECIAL DUTY PAY FORM**

DATE: \_\_\_\_\_ TOTAL HOURS WORKED: \_\_\_\_\_

NAME: \_\_\_\_\_

TIME IN: \_\_\_\_\_ TIME OUT: \_\_\_\_\_

NATURE OF SPECIAL DUTY:

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OFFICERS SIGNATURE: \_\_\_\_\_

**Must have at least one of the following signatures for payment:**

POLICE CHIEF: \_\_\_\_\_ DATE: \_\_\_\_\_

POLICE COMMISSIONER: \_\_\_\_\_ DATE: \_\_\_\_\_

MAYOR: \_\_\_\_\_ DATE: \_\_\_\_\_