

***MANUAL***  
***OF***  
***PERSONNEL POLICIES***

**NORTHWEST FOCAL POINT SENIOR CENTER**

**APPROVED:**  
**REVISED:**  
**03/15/2024**

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Employee Signature confirming  
receipt of new policy.

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## **Northwest Focal Point Senior Center**

### **I. Formulation and Administration of Personnel Policies**

The development of a written of personnel policies and procedures shall be the responsibility of the Project Director of the Northwest Focal Point Senior Center (there in after referred to as the Center), subject to the approval of the City Manager of the City Of Margate. The Project Director shall have the responsibility of developing and implementing the policies and procedures. Lines of communication are clearly delineated on the Center's organizational chart.

A copy of the manual of personnel Policies and Procedures shall be given to each staff member upon their employment.

The manual of Personnel Policies and procedures shall be periodically reviewed by the Project Director of the Center.

Any changes in policy or procedures shall be set forth in writing and approved by the City Manager before being implemented.

The provisions found in this handbook are general policies only, and are not conditions of employment, and it is not intended nor should be construed as a binding contract. Personnel Policies may be revised from time to time with or without prior notice of such revisions.

The Center has not expressed or implied agreement with the employees concerning the terms and conditions of employment. The Center looks forward to a mutually beneficial relationship with understanding that either the Center or any Center employee may terminate the employment relationship at any time with or without cause, with or without notice. All Center employees shall sign an "At Will" agreement when commencing employment.

### **II. Hiring Personnel**

The Center shall not discriminate against any staff member or candidate for a position because of age, race, religion, national origin or sex. The Center operates under the Affirmative Action Plan of the City of Margate.

**A.** The City Manager of the City of Margate shall have the responsibility to hire or terminate the Project Director of the Center. The Executive Director of the Area Agency on Aging may submit recommendations to the City Manager for hiring or terminating the Project Director. (Refer to the MRS Manual 140-1). There shall be a review by the City Manager of the Project Director's work performance each year prior to the end of the calendar year.

**B.** The Center's Project Director shall have the responsibility of hiring and terminating any Center staff member, subject to the approval of the City Manager.

**C.** The Center shall make known to each applicant the nature of the job, including salary range and supplementary benefits applicable to their position.

**D.** The Center is obligated to notify both accepted and rejected applicants in writing, as soon as possible after interviewing. Letters to accept candidates shall include terms and conditions of employment and precise job descriptions.

**E.** Notices of openings of all staff positions shall be made known to current members of the staff by general staff meetings or by posting notices so all properly qualified individuals may have the opportunity to submit a formal written application for such openings before outside applications are considered. A Center staff member shall be given preference for a promotion, provided he/she meets the necessary qualifications.

**F.** All applicants for any Center position are subject to a background check that may include previous employer, personal references, criminal records check, driver's license check, and review of educational records.

**G.** There shall be a review by the intermediate supervisor of each employee's work performance each year prior to the end of the calendar year.

### **III. Probation**

**A.** There shall be a twelve-month probationary period for all new employees, including the Project Director.

**B.** A newly hired employee shall receive a formal evaluation by the Project Director at the end of his/her twelve-month period of employment.

### **IV. Job Descriptions**

**A.** There shall be a Job Description for each position, which includes a job title and a description of all corresponding duties. The job description will serve as a basis for review of pay plans by the Center's Project Director or the City of Margate's City Manager.

**B.** Job descriptions shall be reviewed with the employee annually by his/her supervisor. Where there is a permanent change in job load assigned to an employee (through promotion, reclassification, programs, demands, etc.), the change shall be confirmed in writing. This confirmation shall include the changed description of duties, responsibilities, performance and salary adjustments.

### **V. Personnel Records**

The personnel records of any employee are subject to the provisions of chapter 119 of the Florida State Statutes, and the American with Disabilities Act. The following procedures are to be followed:

**A.** No personnel records shall contain any medical information. All such medical information is exempt from public inspection.

- B. The Center maintains a confidential personnel record for each employee containing eligibility and enrollment information, performance evaluation, disciplinary actions, correspondence, job descriptions, and records of individual meetings with the Project Director. The Project Director shall designate a Records Custodian to maintain all personnel records or may personally assume that title and responsibility. No individual other than the Records Custodian, the Project Director, the City of Margate, the Human Resources Director, the City Manager, or the Deputy City Manager shall have direct access to personnel records.
- C. All personnel records shall be maintained in locked cabinets located in an office or storage area under the care, custody and control of the Records Custodian.
- D. All personnel records shall be made available to any individual for inspection, provided that the individual gives reasonable notice to the Records Custodian. The Records Custodian shall obtain for the individual the requested personnel record and provide a viewing table or desk in the office area of the Records Custodian, where the individual shall remain while inspecting the personnel record. The removal of any part of the personnel record is prohibited for any reason from the office area of the Records Custodian. An individual may request and receive a copy of any part of a personnel record provided that the individual pays for the cost of making said copy. A cost will be assessed of \$0.20 per copy plus the hourly rate of the Record Custodian. A minimum of fifteen minutes will be assessed per request.
- E. In order to clearly distinguish an employee's official personnel record and to ensure the records validation and integrity no duplicate or secondary personnel file for an employee shall be maintained for any reason whatsoever by any one other than the Record Custodian. Any such file or files that currently exist shall be immediately given to the Records Custodian for appropriate disposal.

## **VI. Pay Plans/ Compensation**

- A. If funding permits, yearly increases may be awarded based on recommendations by the Center's Project Director, the Center's Board of Directors, and with the final approval of the City Manager of the City of Margate. Included in the determination of possible pay increases are budgetary consideration, statutory allowances, and the quality of performance.
- B. If funding permits, yearly cost of living increases up to 3% may be awarded by the Center's Project Director, the Center's Board of Directors, and with the final approval of the City Manager of the City of Margate.
- C. Expenses incidental to the position of Project Director shall be provided in addition to salary. Other staff members shall be reimbursed for costs incurred in connection with attendance at local meetings and conferences, which they attend at the request of the Center's Project Director.

Reimbursement for the use of an employee's personal car on official business is set at the prevailing rate per the City of Margate and the Area Agency on Aging. Other expenses will be covered at the same rate as in effect for state employees for travel outside of Broward County.

Receipts must be submitted to the Center's Project Director for lodging, meals, any necessary transportation, turnpike tolls, and parking.

## **VII. Staff Development**

**A.** An opportunity for continued staff development is afforded through:

- 1.** Provision of qualified supervision and consultation.
- 2.** Regular staff meetings for discussion of the Center's operation or matters relating to the City of Margate, Area Agency on Aging, Broward County Elderly and Veterans Services or the Department of Elder Affairs.
- 3.** Provision for absence from the office to attend meetings and conferences related to the professional job. Such attendance shall not result in loss of any vacation time.
- 4.** In-service on-site training shall be provided annually by the Center's Project Director or his/her designee. Specialized training may be provided by invited, qualified professionals.

## **VIII. Part Time Employment**

- A.** Any employee who works less than 40 hours per week shall not accrue sick or vacation time.
- B.** Part-time employees working four to six hours per day shall receive personal time equal to three days of work hours to be used by the end of the calendar year.
- C.** Part-time employees do not receive any medical, vision or dental insurance benefits.

## **IX. Promotion**

- A.** In filling a vacant position, the Center Project Director shall give first consideration to promotion of qualified employees within the Center.
- B.** The promotion of employees shall operate under the same standards governing selection of personnel.
- C.** Promotion shall be based on evaluation of past performance, capacity for the vacant position, educational training, and other related criteria.

## **X. HOURS OF WORK**

- A.** The normal duration of a work shift for a full-time employee shall be eight (8) hours starting at 7:30 a.m. with varying hours and the last shift ending at 8:00 p.m. Full-time employees shall work seven (7) hours, with a sixty (60) minute paid lunch/rest break.
- B.** Part-time employees working five (5) to six (6) hours shall receive a thirty (30) minute paid lunch/rest break.
- C.** Each employee shall be on free time during the paid lunch/rest break.  
Specifically stated, the employee may go wherever the employee desires to have

lunch/rest or may elect to not have it at the employee's discretion. However, if such lunch/rest time is not taken by the employee, the lunch/rest time shall not be eligible for compensatory time consideration.

- D.** The hours of work are to be determined at the discretion of the Project Director and he/she reserves the right to change any work shift with written notice to the employee.
- E.** Any employee who works in excess of his/her designated shift in a work period shall have overtime offset with compensatory leave. Compensatory leave shall be granted and is subject to approval by the Project Director.
- F.** Promptness is essential. Employees shall document the start of a work shift by utilizing a time clock. Any increment of time the employee is late for his/her work shift shall be considered leave without pay. Employees shall call the Center to notify his/her immediate supervisor if they will be more than fifteen (15) minutes late. Employees more than thirty (30) minutes late must report to their immediate supervisor before they shall be permitted to begin their designated work shift.

## **XI. LEAVE**

- A.** Annual Vacation: Only full-time employees are eligible for annual vacation. Not more than one year's vacation may be carried forward to the next year. Length of employment for annual vacation leave purposes is calculated according to the anniversary date of the initial employment date.

Annual vacation leave for staff is earned and granted as follows;

- 2 weeks after one (1) year
- 3 weeks after two (2) years
- 4 weeks after four (4) years

## **B. Voting**

No Center employee shall be granted leave with any pay to vote.

## **C. Sick Leave**

It is the policy of the Northwest Focal Point Senior Center to compensate FT employees for sick time according to the following procedure.

Northwest Focal Point Senior Center shall pay full-time employees their current salary or wages for a maximum of ten (10) days per calendar year when their absence is due to personal sickness or injury.

An employee absent from work due to illness or injury shall contact his/her direct supervisor within thirty (30) minutes after the start of the employee's normal workday.

It is the employee's responsibility to furnish a doctor's certificate of current good health condition if away from duty more than three (3) working days. A copy of such certification shall be placed in the employee's personal health record. The Project Director and/ or City Manager shall retain the right to appoint a qualified physician to examine the sick or injured employee to make a determination regarding the employee's capacity to return to perform his/her assigned duties. The Project Director and/or City Manager shall retain the right to seek a physician's opinion to determine whether an employee is temporarily or permanently disabled.

It is the employee's responsibility to furnish proof of illness or injury if the Project Director and/or City Manager request it. The Project Director and/or City Manager retain the right to deny sick pay if an employee is unable to provide reasonable evidence of illness or injury. Evidence of malingering or abuse of this benefit shall constitute grounds for disciplinary action ranging from a written reprimand up to and including termination.

Eligibility:

1. All full-time nonexempt employees (working 40 hours per week) shall receive 80 hours of sick time per calendar year.
2. No employee may use his/her sick time allowance until he/ she has completed 90 consecutive days of active and continuous employment.
3. No employee may use his/her sick time allowance on the day immediately preceding or following a holiday observed by the Northwest Focal Point Senior Center without furnishing proof of illness.
4. In the case of a work-related illness or injury, the employee shall receive his/her regular pay for the entire day on which the accident or illness occurred. This shall not be counted as sick pay.
5. Sick pay shall be at the employee's current base hourly rate of pay, not counting overtime.
6. Sick pay shall not count as time worked in the computation of overtime.
7. There will be no cash payout for sick time not utilized upon termination of employment.



#### **D. Jury duty**

Any employee called for jury duty will be granted leave with pay for actual time on Jury Duty. However, the amount received by the employee as jury duty pay will be deducted so as to provide the employee a total amount not exceeding his weekly pay as an employee of the Center. While on jury duty, an employee will accumulate annual leave and sick leave.

#### **E. Subpoena to Testify**

An employee in receipt of a subpoena to testify in any official inquiry related to the Center will be granted leave with pay for actual time required for the employee to appear in court. Accumulation of sick leave and annual leave will continue in effect.

#### **F. Medical Examination**

The project Director or the City Manager may require an employee to take a medical examination. If the employee does not satisfactorily pass his/her medical examination and cannot perform his/her job duties, then the Project Director may reassign the employee to another job duty within the Center. If said employee is not eligible for any of the aforesaid, the employee shall be terminated.

#### **G. Holiday Leave**

The Center observes the following holidays;

NEW YEARS DAY	VETERANS DAY
PRESIDENTS DAY	THANKSGIVING DAY
MARTIN LUTHER KING	DAY AFTER THANKSGIVING
MEMORIAL DAY	DAY BEFORE CHRISTMAS
JULY 4TH	CHRISTMAS DAY
LABOR DAY	

#### **H. Personal Leave**

A. Full-time non-exempt Center employees are granted 24 hours of personal leave on January 1 for the entirety of the calendar year or prorated 24 hours according to the date of hire. Personal leave hours do not accrue per pay period. Personal leave hours are not paid out upon separation from Northwest Focal Point Senior Center.

B. Full-time exempt employees are granted 104 hours of personal leave on January 1, for the entirety of the calendar year, or prorated 104 hours according to the date of hire. Personal leave hours do not accrue per pay period. Personal leave hours are not paid out upon separation from Northwest Focal Point Senior Center.

C.. Part-time employees working four to six hours per day shall receive personal time equal to three days of work hours to be used by the end of the calendar year.

This leave is supplementary to all other types of leave and may be used as the employee deems necessary. All requests for personal leave shall be approved by the Project

Director. This leave must be used by the end of each calendar year.

#### **I. Bereavement Leave**

In the case of the death of an employee's immediate family (defined as; a spouse, a child, a parent, a sibling, a grandparent or a grandchild), he/she will receive three (3) days of full pay.

#### **XII. Insurance Benefits**

- A.** Full-time Center employees are eligible for individual health and life insurance as provided through the City of Margate Employee Group Health Plan. For further information, contact the Center's Project Director. Dental insurance may be obtained by employees through a payroll deduction plan to be paid by the employee.
- B.** The Florida Retirement System is the only retirement benefit available to all Center employees.

#### **XIII. Standards of Conduct**

- A.** Employees shall be expected to be at work during their regularly scheduled hours, unless so authorized by their immediate supervisors or the Project Director. An employee shall notify his/her immediate supervisors or Project Director of any anticipated absences.
- B.** The use of threatening, profane or abusive language towards clients, fellow employees or other persons while engaged in the performance of official work duties shall not be tolerated.
- C.** Employees and volunteers are prohibited from soliciting funds or services, selling tickets, distributing petitions or literature for any purpose other than official Center business on departmental property or at any other work site while on duty.
- D.** Employees are prohibited from revealing confidential information in departmental records to unauthorized persons.
- E.** Employees shall not knowingly omit information or submit inaccurate or false information for or on any Center record, report or document.
- F.** While on duty, Center employees shall not solicit, or receive any contribution for any political party or candidate for any office. Center employees are not permitted to solicit votes for any such candidate, nor influence the votes of a person in favor of any candidate.

#### **XIV. Resignations**

- A.** Any Center employee wishing to resign shall submit a written notice of resignation. The written notice of resignation to their immediate Supervisor and to the Project Director. The project Director shall submit said resignation to the City of Margate's City Manager.
- B.** Any Center employee who resigns or is terminated will have no reinstatement or re-employment privileges. He/she will be accorded the same treatment as any other applicant.

#### **XV. Layoff**

- A.** Layoff shall be construed as removal from a position due to the abolition of the position, re-organization, retirement, or budget considerations.
- B.** The employee who is laid off shall receive compensation equal to the value of all accrued annual leave at the time of the layoff at the current rate of pay. Sick leave hours are not paid out upon separation from the Northwest Focal Point Senior Center.

## **XVI. Discipline**

The Project Director shall establish criteria of progressive discipline within the Center.

Disciplinary measures may consist of four (4) levels as follows;

Level 1. Oral reprimand (no reference in individual's personnel record) by Supervisor, or Project Director

Level 2. Written reprimand (to be filed in individual's personnel file) by Supervisor, Program Coordinator or Director

Level 3. Suspension of up to five (5) days without pay with the approval of the City Manager.

Level 4. Termination by Director with approval of the City Manager.

## **XVII. Grievance Procedure**

There shall be an appeals procedure which includes a fair hearing if the employee is dissatisfied with any personnel action taken by the Center toward him/her. The procedure is as follows:

1. The dissatisfied employee shall discuss the source of dissatisfaction with his/her immediate Supervisor.
2. If no agreement is reached, the dissatisfied employee shall discuss the problem with the Director.
3. If the problem remains unsolved, an appearance before the City Manager may be requested. The employee shall have seven days from the date of discussion with the Project Director to make the request in writing. Upon appearing before the City Manager and the Project Director, the dissatisfied employee shall present, in writing, the basis of his/her dissatisfaction.
4. Upon hearing the dissatisfied employee and ascertaining the facts, the City Manager and the Project Director will make the final decision and disposition.

## **XVIII. Termination**

### **A. UNSATISFACTORY PERFORMANCE**

After the probationary period, dismissal for unsatisfactory performance shall be based upon written evaluation. An opportunity may be provided to improve performance prior to notice of dismissal. Said period shall not exceed three months at which time a second written evaluation shall be completed by the Supervisor or Project Director, as appropriate.

If terminated, the staff member shall be given three weeks' notice with pay for professional staff (as previously defined) and two weeks' notice with pay for non- professional staff, provided they continue their employment during that period. They may be permitted to leave sooner at the request of the Project Director and will receive pay in lieu of notice.

- 1.** Committing any of the following violations shall be sufficient grounds for disciplinary action ranging from a reprimand to immediate discharge, depending upon the seriousness of the offense in the judgment of the Project Director and City Manager.
- 2.** Leaving work prior to the end of the workday without prior approval by Supervisor or Project Director.
- 3.** Falsification of employment application or other work-related records.
- 4.** Excessive tardiness reporting to work.
- 5.** Absence of three (3) working days without properly notifying their immediate Supervisor or Project Director. This will be construed that the employee voluntarily resigned.
- 6.** Unauthorized absence from the Center.
- 7.** Causing distraction or confusion by shouting, engaging in verbal abuse or being discourteous to any participant, center guests or center employee
- 8.** Creating or contributing to unsanitary conditions within the Center.
- 9.** Refusal to obey orders of Supervisor or Project Director.
- 10.** Refusal or failure to do the job assignment or to follow instructions.
- 11.** Careless workmanship.
- 12.** Horseplay, scuffling, running, or throwing objects.
- 13.** Smoking in designated non-smoking areas.
- 14.** Threatening, intimidating, coercing or interfering with participant guest employees, supervisors, or the Project Director.
- 15.** Soliciting or collecting for any purpose non-related to the Center's programs and/or activities.
- 16.** The distribution of literature non-related to the Center's programs and/or activities in working areas of the Center's property without permission of the Project Director.
- 17.** Posting or removing notices, signs, or writing in any form on bulletin boards of the Center's property at any time without authority from the Project Director.
- 18.** Misuse or removal from the premises without permission of any Center documents, correspondence or equipment or employee list, blueprints. Center records, or confidential information of any nature.

- 19.** Gambling or participating in any type of other games of chance on Center property or during working hours.
- 20.** Abusive, misuse or deliberate destruction of Center property, tools, equipment or the property of the Center's employees.
- 21.** The making or publishing of false, vicious, or malicious statements concerning any participants, guests, employee. Supervisor or Project Director.
- 22.** Abusive language to any participant, guest, employee. Supervisor or Project Director.
- 23.** Physical fighting on Center property at any time.
- 24.** Theft or misappropriation of property of participant, guests, employees. Supervisor and Project Director.
- 25.** Possession of narcotics, the possession of or drinking of an opened bottle of liquor during any working hours. Reporting for work under the influence of alcohol or drugs, when suffering from a drug or alcohol hangover or in an unsafe condition.
- 26.** Sabotage of the Centers program or activities or any employee's ability to perform work duties.
- 27.** Disregard of safety rules or common safety practices.
- 28.** Immoral conduct or indecency during work hours.
- 29.** Littering or contributing to poor housekeeping, unsanitary or unsafe conditions in the Center building or on the premises.
- 30.** Repeated failure to report absenteeism thirty minutes prior to starting time.
- 31.** Use, possession, distribution, sale or offering for sale of narcotics or dangerous drugs including marijuana or hallucinogenic agents.

Any of the following acts or conduct on the part of an employee will constitute special funds for prompt dismissal initiated by the Project Director and approved by the City

- A.** Conviction under felony charges.
- B.** Repeated convictions while on duty, of misdemeanor and/or traffic charges.
- C.** Flagrant or persistent insubordination.
- D.** Conduct subversive to the proper order, discipline and morale of the Center.
- E.** Misappropriation of Center funds, incompetence, unauthorized leave.

## **B. Gross Misconduct**

Gross misconduct shall include insubordination and malfeasance. Staff members may be suspended immediately but are entitled to a hearing through the grievance procedure. If gross misconduct is determined, the staff member forfeits all rights to the period of notice and vacation pay and all other benefits, if any. If cleared, he or she shall be reinstated without loss of pay and with no interruption of seniority.

## **XIX. Safety and Accidents**

If an employee is injured or is involved in an accident during the workday. He/she will be referred to the Center's Nurse for assessment and treatment if deemed necessary, the paramedics shall be called. A worker's compensation report shall be completed for every injury requiring medical care, and file with the City of Margate A - copy of the report is prepared by the Center's Nurse and placed in the employee's personnel record.

## **XX. Lines of Authority**

Lines of authority are clearly delineated in the Center's organizational chart (see attached)

## **XXI. Conflict Of Interest**

No Center employee shall be on a Board of any Agency, which provides funds or subcontracts to the Center. Center employees cannot use their employment positions with the Center for personal interest or gain, nor can they sit on Boards, which advise the Center's Project Director.

Revised: 2024