

City of South Daytona

Department of Human Resources

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AGENDA ITEM

F14 DATE 12/8/2020

Memorandum

To: James L. Gillis, City Manager

From: Trudy A. O'Dell, Human Resources Director *Trudy A. O'Dell*

Re: International Union of Police Associations, AFL-CIO Local #6059
Collective Bargaining Agreement

Date: December 4, 2020

Negotiations have been completed and the International Union of Police Associations, AFL-CIO Local #6059 has scheduled a vote to ratify their Collective Bargaining Agreement on Sunday, December 6th and Monday, December 7th. All Articles (including wages) in the contract are proposed to be in effect for the next three years (through September 30, 2023). However, each party may reopen one (1) Article of their choice in 2021 and 2022 other than *Article 34-Wage Increase*.

The agreement proposes a four (4) percent wage adjustment the first year, three (3) percent the second year and four (4) percent the third year. Performance evaluations will no longer be tied to merit increases.

The agreement has been included for your review and now requires ratification by the City Council. All changes have been highlighted in yellow and underlined.

COLLECTIVE BARGAINING AGREEMENT

between

CITY OF SOUTH DAYTONA



and

~~COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION~~

INTERNATIONAL UNION OF POLICE ASSOCIATIONS, AFL-CIO
LOCAL #6059



~~2017-2020~~ 2020-2023

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AGREEMENT BETWEEN

THE CITY OF SOUTH DAYTONA
AND

COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION
INTERNATIONAL UNION OF POLICE ASSOCIATION, AFL-CIO
LOCAL #6057

THIS AGREEMENT entered into this 1st day of October 201720, by and between the City of South Daytona, hereinafter referred to as the "City", and the Coastal Florida Police Benevolent Association (PBA)International Union of Police Associations Local #6059, AFL-CIO (IUPA), hereinafter referred to as the "Association".

WITNESSETH

WHEREAS, this Agreement reduces to writing the understandings of the City and the Association to comply with the requirements contained in Chapter 447, Florida Statutes, as amended, and

WHEREAS, this Agreement is designed to provide for an equitable and feasible procedure for the resolution of differences concerning the enforcement of this Agreement in accordance with grievance procedures contained herein, and

WHEREAS, this Agreement is entered into to promote a harmonious relationship between the Association and the City to encourage more efficient employee service in the public interest, and

WHEREAS, the Association understands that the City is engaged in furnishing essential public service which affects health, safety and welfare of the general public and the Association recognizes the need to provide continuous and reliable service to the public, therefore, it is hereby agreed:

ARTICLE 1 RECOGNITION

The City hereby recognizes the Association as the exclusive bargaining representative for all matters affecting wages, hours, and working conditions for those employees in the unit certified by the Public Employees Relation Commission. All employees covered by the unit certified by the Public Employees Relations Commission will be entitled to the terms and benefits of this Agreement in accordance with Chapter 447 of the Florida Statutes.

ARTICLE 2 MANAGEMENT RIGHTS

SECTION 2.1

It is the right of the Public Employer to determine unilaterally the purpose of each of their constituent agencies' set standards of service to be offered to the public and exercise control and discretion over its organization and operations.

SECTION 2.2

In addition, the Association recognizes the sole and exclusive rights, powers, and authority of the Public Employer to further include but are not limited to the following: to direct and manage employees of the City; to hire, promote, transfer, schedule the particular shift an employee works, assign and retain employees; to suspend, demote, discharge or take other disciplinary action against employees for just cause; to relieve employees from duty because of lack of work, funds or other legitimate reasons; to maintain the efficiency of its operations including the right to contract and subcontract existing and future work; to determine the duties to be included in the job classifications and the numbers, types and grades of positions or employees assigned to an organizational unit, department or project; to assign overtime and to determine the amount of overtime required; to control and regulate the use of all its equipment and other property; to establish and require employees to observe all its rules and regulations; to conduct performance evaluations; and to determine internal security practices.

SECTION 2.3

If an emergency is declared by the City, including but not limited to riots, civil disorders, hurricane conditions or similar catastrophes, the provisions of this Agreement may be suspended by the appropriate authority during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended. Should a civil emergency be declared, the Association shall be advised as soon as possible of the nature of the emergency. Should an issue arise concerning wages and or monetary fringe benefits during a declared emergency, the employee shall have the opportunity to file a grievance upon termination of the declared emergency in accordance with the grievance procedures of this agreement. The time lines for filing the grievance will begin on the date of termination of the emergency.

SECTION 2.4

The above rights of the City are not all-inclusive but indicate the type of matters or rights which belong to and are inherent to the City in its capacity as management of the City of South Daytona. Any of the rights, powers and authority the City has prior to entering this collective bargaining agreement are retained by the City, except as expressly and specifically abridged, delegated, granted or modified by this Agreement. Those inherent and common law management functions and prerogatives which the City has not expressly modified or restricted by a specific provision of this Agreement are not in any way, directly or indirectly, subject to the grievance procedure.

SECTION 2.5

The City acknowledges that wages, hours of work, and terms and conditions of employment are mandatory subjects of collective bargaining. The City acknowledges that no changes to wages, hours of work and terms and conditions of employment may be changed by the City, without meeting all requirements of Florida Statutes.

The City acknowledges that the language in this article is not a waiver of any of the Association's rights under Federal and Florida Statutes nor is it a waiver of any employee or group of employee's rights under Federal or Florida Statutes.

ARTICLE 3 EMPLOYEE RIGHTS

SECTION 3.1

The parties hereto agree not to interfere with the right of any employee to become a member of the Association, withdraw from the Association, or refrain from becoming a member of the Association.

SECTION 3.2

There shall be no discrimination against any employee by reason of race, creed, color, age, national origin, sex or Association membership or activity; or lack of Association membership or activity. References to the use of the word He/She in this Agreement is for brevity only and shall be interpreted to mean He or She.

SECTION 3.3

Nothing contained in this Agreement shall foreclose any employee covered by this Agreement from pursuing any right or remedy including arbitration as defined in Article 16 available under this Agreement without representation of the Association. Further, nothing contained in this Agreement shall foreclose any employee from discussing a non-contract problem directly with his immediate supervisor or other City Official without the intervention of the Association, provided that the immediate supervisor or other City Official agrees to discuss and/or attempt to resolve the matter outside the formal grievance procedure.

SECTION 3.4

In matters involving a formal grievance, the Association shall be given the opportunity to be present at any meeting called for the resolution of such grievance.

ARTICLE 4 PROHIBITION OF STRIKES

The Association agrees that it will not under any circumstances for any reason, including alleged or actual breach of this Agreement by the City, or in sympathy for, or support of, the employees or Association, call, encourage, authorize, ratify or engage in any strike, slowdown, boycott, unauthorized picketing or other interruption of work.

ARTICLE 5 DUES CHECK OFF

SECTION 5.1

Employees covered by this Agreement may authorize payroll deductions for the purpose of paying Association dues.

SECTION 5.2

The Association will initially notify the City as to the amount of deductions. Such notifications will be certified in writing by an authorized officer of the Association. Changes in Association membership dues will be similarly certified to the City at least one (1) month in advance of the effective date of such change.

SECTION 5.3

Association dues only will be deducted pro rata from the paychecks of members and the sum deducted will be remitted to the treasurer of the Association within fifteen (15) days. The City will not deduct other Association assessments. The Association will indemnify, defend and hold the City harmless against any claims made and against any suits instituted against the City on account of payroll deductions of Association dues.

SECTION 5.4

The payroll deduction will be revocable by the employee notifying the City and Association in writing on a prescribed form upon thirty (30) days written notice to the City and the Association.

SECTION 5.5

The City's remittance will be deemed correct if the Association does not give written notice to the City within thirty (30) days of the remittance receipt on its belief with reasons stated therefore that the remittance is incorrect.

ARTICLE 6 PERSONNEL RECORDS

SECTION 6.1

Each employee covered by this agreement shall have the right to inspect his official personnel file, provided, however, that such inspection shall take place during working hours at the location where the official personnel file is kept. The employee shall have the right to obtain from the City, duplicate copies, at his own expense, of any of the items contained in his official personnel file.

SECTION 6.2

Employees shall have the right to file a written response to any letter of reprimand or other document, which is placed in the employee's official personnel file, subsequent to the supervisory action or citizen complaint. At the employee's request, any such written response shall be included in the employee's official personnel file together with the letter used for reprimand or other document against which it is directed.

SECTION 6.3

There may be some cases where it might not be proper to remove the letter of reprimand from the personnel file. However, there may be some cases in which it might be proper. In these cases, the letter of reprimand will contain these or similar words: "This letter of reprimand may be removed from your personnel file after one (1) year, upon written request by you, if such is approved by the Chief of Police and City Manager, and providing also that no incident of a like or similar nature has occurred within a period of one (1) year from the date of this reprimand."

ARTICLE 7 SENIORITY

SECTION 7.1

Seniority shall consist of continuous accumulated paid service with the City. Seniority shall be computed from the date of appointment. Seniority shall accumulate during absence because of illness, injury, vacation, military leave or other authorized compensated leave.

SECTION 7.2

Seniority shall govern the selection of vacation dates of each calendar year with the approval of the Chief of Police.

SECTION 7.3

In the event of a vacancy in any division or unit (not promotional vacancy), seniority will be given reasonable consideration, but will not be the determining factor.

SECTION 7.4

Any employee to be laid off who has advanced to his present classification from a lower classification in which he held a permanent appointment shall be given a position in a lower classification in the same department. His seniority in the lower classification shall be established according to the date of his permanent appointment to that classification.

In the event of a reduction in force the Employer will consider a number of relevant factors in determining selections for layoff, the public interest being of prime importance. Factors to be considered include:

1. Training and experience, including certifications
2. Employee's overall performance/disciplinary record
3. Seniority

As between two employees, if one and two above are relatively equal, then seniority may prevail.

SECTION 7.5

Recall will be in reverse order of layoffs. No new bargaining unit employees will be hired by the City until all laid off members of the bargaining unit are offered recall.

SECTION 7.6

The City and Department further agree that no new employee shall be hired in any classification until all employees on lay-off status up to a maximum period of six months in that classification have been notified and had an opportunity to return to work. Exemption can be made if the Chief of Police ascertains that a junior individual has a special law enforcement skill that is not duplicated in the rest of the work force. Employees will be notified by certified mail to their home address on file in the office of the Chief of Police and shall be given seven (7) calendar days to return to work.

ARTICLE 8 PROBATIONARY PERSONNEL

SECTION 8.1

All new employees in the Department shall serve a probationary period of one (1) year, during which time they shall not be entitled to any seniority or tenure rights, but during such period such new employees shall be subject to all other terms and conditions of this Agreement and applicable City Rules and Regulations. Upon completion of said one (1) year probationary period, employees shall be known as a regular full time employee and seniority rights and tenure shall accrue from commencement of the probationary period and shall be considered a part of such employee's seniority rights.

SECTION 8.2

The City maintains the exclusive right to terminate any new employee for failure to meet probation.

SECTION 8.3

The City agrees to provide probationary personnel "Take Home Vehicles" at the successful completion and sign off of their Field Training, pending vehicle availability.

ARTICLE 9
TEMPORARY ASSIGNMENT TO A HIGHER CLASSIFICATION

SECTION 9.1

In the event there is a need to temporarily fill a regularly budgeted vacant position with an employee from a lower classification and there exists no current eligibility list relative to the budgeted position, the Chief of Police may select any employee from a lower classification to temporarily fill such budgeted position. If the employee selected for a temporary position is not selected to fill the vacant position, this employee shall be returned to his previous classification and rate.

SECTION 9.2

An employee, who is temporarily assigned to a position of higher rank for the employee's regular scheduled work day ~~thirty-six~~ ((twelve (12 ~~36)~~ consecutive hours)), shall be entitled to a salary of at least five percent (5%) higher than the employee's present rate of pay for the period of time the employee is so assigned.

ARTICLE 10 PROMOTIONS

SECTION 10.1

Whenever a budgeted promotional vacancy exists in the classification of any bargaining unit position, the City shall promote an employee to fill such vacancy within thirty (30) days from an existing eligibility list, if a valid eligibility list is in existence. This paragraph shall not apply to temporary appointments to fill temporary vacancies. Should there exist no valid eligibility list at the time a budgeted promotional vacancy occurs, the City shall establish a new eligibility list within ninety (90) days. Upon posting the new eligibility list, the budgeted promotional vacancy shall be filled. However, if there are not three employees eligible to or desiring to take the competitive examination, then the vacancy may be filled by a noncompetitive examination (a process determined by the Chief) ~~in accordance with the Police Department Policy and Procedures Directives.~~ A noncompetitive examination does not create an eligibility list.

SECTION 10.2

The City will announce promotional examinations at least thirty (30) days in advance of said examinations. The City will list the areas which the examination will cover and the source from which the examinations are drawn and provide a study guide, if available.

SECTION 10.3

The City agrees to take reasonable steps to assure that promotional examinations are validated in accordance with established validation standards and techniques. Once an eligibility list has been posted, then the list shall be valid for a period of one (1) year.

SECTION 10.4

In order to be eligible to participate in the promotional process, the employee, at the time the budgeted vacancy exists as of the date the vacancy became available, must;

- Possess at least five (5) full-time years of service as a South Daytona Police Officer, or (4) full-time years if (5) full-time years of experience as a Police Officer for another agency, and;
- ~~Have obtained one of the following:~~
 - ~~FTO~~
 - ~~Instructor Techniques~~
 - ~~Line Supervision~~
 - ~~Middle Management~~

SECTION 10.5

Promotions to any rank covered by this Agreement shall be from an eligibility list, the rankings on which will be determined by:

- A. Written Examination Zero (0)-Twenty-five (25) Points
- B. Experience and Proficiency Zero (0)-Twenty (20) Points
- C. Education Zero (0)-Twenty (20) Points
- D. Oral Board Zero (0)-Thirty (30) Points
- E. Chief's Interview Zero (0)-five (5) Points per Applicant

*Note: The Chief's Interview will be conducted and points issued by the Chief, or his designee, prior to any other testing.

The maximum number of points an applicant may obtain is one-hundred (100) points.

In the event of a tie score, the applicant with the most seniority (number of years as a full-time police officer with the South Daytona Police Department) will be ranked first.

In the event both applicants have the exact same seniority, the Chief of Police, or his designee, will have the final say.

The eligibility list shall be ranked from highest overall score to lowest and will be posted (rank only not individual scoring) within five (5) calendar days from the date the last candidate completes both the written examination and oral board. The applicant with the highest score (#1) will be selected for the promotion. Any subsequent appointments will follow numerically from highest to lowest.

SECTION 10.6

The City agrees that the promotional probationary period shall be six (6) months duration and ~~cannot~~ **may** be extended.

SECTION 10.7

Upon being promoted to a higher rank, the employee will receive a five (5) percent increase above their base pay or be placed at the starting rate of pay for the new position, whichever is greater.

ARTICLE 11
ASSOCIATION REPRESENTATIVES

SECTION 11.1

This Association shall be represented by its President, or his designee. It shall be the responsibility of the Association to notify the City Manager and the Chief of Police in writing of any change in the designation of the President, or his designee, subsequent to the execution of this Agreement.

SECTION 11.2

The President, if he is an employee, or one other City employee member of the Association, if the President is not an employee of the City, shall be permitted reasonable access for reasonable periods of time to police department work locations to handle specific grievances and matters of interpretation of this Agreement. The exercise of such access rights shall not interfere with their duties or the duties of other employees.

SECTION 11.3

The **Two** Association representatives shall be permitted to conduct negotiations with the City without loss of pay or benefits if the negotiations are scheduled to occur during the time the representative is scheduled to work.

ARTICLE 12 ALCOHOL AND DRUG TESTING

SECTION 12.1

The City of South Daytona recognizes that drug and alcohol abuse is a growing problem within our nation's work force. The City also recognizes the tremendous cost, both in terms of efficiency and in human suffering, which drug and alcohol abuse may cause. Substance and alcohol abuse, by employees of the City, may have an adverse impact on City government, operations, and the health, welfare, and safety of City employees and the general public. Acknowledging the necessity for action, the following Alcohol and Drug Testing Program is hereby initiated for all employees.

SECTION 12.2

All persons applying for employment with the City shall be required to test for alcohol or substance abuse as a condition of accepting employment.

SECTION 12.3

The City prohibits all employees from:

1. Selling any drug, including alcohol or prescription drugs, whether on or off-duty, unless the employee is legally entitled to sell the substance in question under the circumstances.
2. Possessing any alcoholic beverage or unlawful drug while on-duty or on City property at any time.
3. Using any substance (including illegal drugs, prescription drugs not prescribed for the employee by a physician, alcohol or any other substance), which may adversely affect job performance. This may include both use while on-duty and use while off-duty, which can affect on-duty performance.

SECTION 12.4

When an employee is required to submit to toxicology and/or alcohol testing it shall be limited to those circumstances which indicate reasonable suspicion **(as documented)** that the employee is under the influence of such substances, suffers from substance or alcohol abuse, or is in violation of the City of South Daytona Personnel Rules regarding the possession of such substances. The City Manager and the Department Head of the department involved shall have the authority to require employees to submit to toxicology and/or alcohol testing designed to detect the presence of any controlled substance, narcotic drug, or alcohol.

SECTION 12.5

In the event the City requests that an employee submit to breath, blood, urine and/or other tests, in accordance with Florida State Statutes 112.0455, and the City employee chooses not to submit to such test or tests, then reasonable suspicion to believe that the employee was under the influence shall be grounds for appropriate disciplinary action.

SECTION 12.6

If an employee tests positive for alcohol or drugs, except those prescribed by a licensed physician, the City may impose disciplinary sanctions. Any employee who is arrested for selling illegal drugs shall be subject to disciplinary actions up to and including discharge. All employees who must use a prescription drug which may cause adverse effects (for example, drowsiness, impaired reflexes, or reaction time) shall inform the City that they are taking such medication on the advice of a physician. It is the employee's responsibility to inform the City of the possible side effects of the drug on his/her performance and expected duration of use.

SECTION 12.7

In the event the City requests that an employee submit to drug or alcohol tests, the cost of such tests shall be paid by the City.

SECTION 12.8

Direct involvement in an **documented** accident by an employee while on duty shall be considered an example of reasonable cause to require the employee to take drug or alcohol tests, where it appears such accident would not have occurred but for the possible impairment of the employee involved by drugs or alcohol. Additionally, officers may be required to undergo drug and alcohol testing whenever they are involved in or contributed to a vehicle accident or mishap which caused death or serious injury to persons, or if the officer is involved in an accident where they are held responsible for such accident and where damage to a vehicle exceeding \$5,000, or property where damage exceeding approximately \$3,000. Such testing shall take place within three (3) hours of the accident, or as soon thereafter as possible.

SECTION 12.9

Employees required to take regularly scheduled physical examinations shall have a test for drugs and/or alcohol included as part of the examination.

SECTION 12.10

Employees with job performance or attendance problems shall bear the primary responsibility to seek diagnostic and appropriate treatment for such problems. In the event an employee seeks assistance and treatment for an alcohol or drug related problem, the above-mentioned disciplinary system for violation of City policy shall not be followed. An employee may be granted a one time leave of absence not to exceed sixty (60) days to undergo treatment for alcohol or substance abuse pursuant to an approved treatment program. The employee may choose to use accrued personal leave for the sixty (60) day period. No benefits shall accrue during this period. The request must be voluntarily made in writing prior to the institution of disciplinary measures for alcohol or substance abuse and with full knowledge the employee is responsible for all costs and charges related to treatment. City employees with job performance and attendance problems or who otherwise fail to meet the requirements of his or her job and do not seek assistance shall be subject to the disciplinary actions as set forth by City policy.

SECTION 12.11

The results of any drug or alcohol test shall be considered a medical report and shall be confidentially handled as if part of an internal affairs investigation of the City, and the employee involved shall be afforded a pre-disciplinary hearing, which allows the employee to challenge or rebut the test findings prior to any disciplinary action being taken.

SECTION 12.12

Decisions of an arbitrator under this Article shall be limited to a determination of whether there existed reasonable suspicion to activate the provisions of this Article and if this issue is determined in the employee's favor, he shall be reinstated.

SECTION 12.13

If testing is conducted based on a reasonable suspicion, the circumstances leading to that determination shall be detailed in writing within seven (7) days. A copy of the documentation shall be given to the employee upon request.

ARTICLE 13 BILL OF RIGHTS

SECTION 13.1

The City agrees that it will follow all statutory provisions of the Police Officer's Bill of Rights as presently written or subsequently amended.

SECTION 13.2

The City will not discipline or discharge without just cause and due process.

SECTION 13.3

~~Should disciplinary action result from a complaint or an investigation, the period of time in which an employee is relieved from duty, without pay during the investigation, the employee may elect to have the time deducted from his accumulated Personal Leave days. However, the City may implement suspensions without pay as disciplinary actions. Such suspensions shall not be deducted from any accrued leave accounts. Suspensions of thirty-six (36) hours or less shall be without pay. Suspensions exceeding thirty-six (36) hours may be supplemented with accrued leave, from the thirty-seventh (37th) hour on.~~

ARTICLE 14 BULLETIN BOARDS

SECTION 14.1

The Association shall be authorized use of a suitable bulletin board in the police station.

SECTION 14.2

The Association agrees that it shall only use space on the bulletin board described above for the following purposes:

- A. Association Business**
- B. Recreational and Social Affairs of the Association**
- C. Contract Administration**

SECTION 14.3

All Association materials placed on the bulletin board shall be signed by the Association representative or his designee and copies of any material posted shall be sent to the Chief of Police or his duly authorized agent.

SECTION 14.4

The posting of any material, notice, or announcement which violates the provisions of this section shall entitle the City to take appropriate action.

SECTION 14.5

The Association may make reasonable use of the employee's mailbox facilities for distribution of Association business.

SECTION 14.6

All costs incidental to preparation and posting of Association material shall be at the expense of the Association. The Association is responsible for posting and removing material from the bulletin board and for maintaining such bulletin board in an orderly fashion.

ARTICLE 15 DISCIPLINARY ACTION

SECTION 15.1

In the event an employee is discharged, suspended or demoted, the City agrees that he shall be provided with written notification of the discharge, suspension or demotion. This notification shall be hand delivered to the employee prior to its effective date, or **date or** sent by certified or registered mail to the address in the City records.

SECTION 15.2

Upon request, any employee may obtain a copy of any statement, which he (personally) has given to the City or the Department in connection with any investigation based upon which disciplinary action can or will be taken against the employee.

SECTION 15.3

In the event an employee becomes the subject of a formal Departmental or City investigation arising from a citizen complaint or allegation, the Department or City, whichever is appropriate, shall notify the employee of the disposition of the complaint upon the conclusion of the formal investigation.

SECTION 15.4

In the event a supervisor must verbally reprimand an employee it should be done in private.

SECTION 15.5

The Chief of Police or his designee, upon notification in writing as to the conclusion of any investigation of an incident, shall have ~~ten (10) working~~ **fourteen (14) calendar** days **to conduct a pre-disciplinary hearing. After the conclusion of such hearing, the Chief or his designee shall have fourteen (14) calendar days** to issue a letter of verbal/written reprimand. **If more severe discipline is being recommended by the Chief of Police or his designee, see Section 15.6.** ~~The City Manager or his designee, upon notification in writing from the Chief of Police or his designee, as to the conclusion of any investigation of an incident, shall have ten (10) working days to issue a suspension or any other type of discipline. Time limits may be extended by written mutual consent of the parties involved.~~

SECTION 15.6

The City Manager or his designee, upon notification in writing from the Chief of Police or his designee, as to the conclusion of any investigation of an incident, shall have fourteen (14) calendar days to issue any type of discipline up to and including termination. Time limits may be extended by written mutual consent of the parties involved.

SECTION 15.67

No discipline except for terminations and demotions shall become effective until the employee or the Association has exhausted all appeals of said discipline or the time frames have expired for such appeals.

SECTION 15.8

Should disciplinary action result from a complaint or an investigation, the period of time in which an employee is relieved from duty, without pay during the investigation, the employee may elect to have the time deducted from his accumulated Personal Leave days. However, the City may implement suspensions without pay as disciplinary actions. Such suspensions shall not be deducted from any accrued leave accounts. Suspensions of thirty-six (36) hours or less shall be without pay. Suspensions exceeding thirty-six (36) hours may be supplemented with accrued leave, from the thirty-seventh (37th) hour on.

ARTICLE 16
GRIEVANCES AND ARBITRATION PROCEDURES

SECTION 16.1

A grievance within the meaning of this agreement shall consist of a violation or alleged violation of this agreement.

SECTION 16.2

A. A grievance must be presented to the immediate supervisor within ~~ten (10) working~~ **fourteen (14) calendar** days from the date the employee could reasonably be expected to have knowledge of the facts constituting the grievance.

B. Time limits at any stage of the grievance procedure may be extended by written mutual consent of the parties involved at that step.

C. A written grievance shall be **on the proper form (see Appendix A) and shall be** dated and signed by the aggrieved employee or his representation presenting it. **The signed grievance may be submitted physically or by email.** A written decision shall be forwarded to the aggrieved employee presenting it and shall be dated and signed by the appropriate City's representative.

D. A grievance not advanced to the higher step within the time limit provided shall be deemed permanently withdrawn as having been settled on the basis of the decisions most recently given. Failure on the part of the City's representative to render a decision within the time limit set forth in any step shall entitle the employee to proceed to the next step.

E. When a grievance is reduced to writing, there shall be set forth:

1. A complete statement of the grievance and the facts upon which it is based.
2. The remedy or correction requested.
3. The Article and Section of this Agreement claimed to have been violated.

F. At any step of the grievance procedure, the aggrieved employee may be accompanied by an Association representative.

G. At any step of the grievance procedure, the Chief of Police, or City Manager, if absent, may appoint a person to act on his behalf.

H. ~~Work days, for the purpose of this article, refer to the days that City Hall is open to conduct business.~~ **If the fourteenth (14th) calendar day falls on a Saturday, Sunday or Holiday as defined in Article 22, the deadline shall be**

extended to the next day that is not a Saturday, Sunday or Holiday as defined in Article 22. Regardless of the day of the deadline, the time of day for the deadline is always 4:30pm.

SECTION 16.3

Step 1: The aggrieved employee or his representation shall present his grievance in writing to his immediate supervisor. Discussions may be held on an informal basis for the purpose of settling differences in the simplest and most direct manner. The aggrieved employee may request that an Association Representative be present. The immediate supervisor shall reach a decision and notify the aggrieved employee of his decision, in writing, not later than ~~ten (10)~~ working **fourteen (14) calendar** days following receipt of the written grievance.

Step 2: If the grievance is not settled at the first step, the aggrieved employee or his representation shall forward the written grievance to the Chief of Police within ~~ten (10) working~~ **fourteen (14) calendar** days of the date of completion of Step 1. In the event that the immediate supervisor fails to respond to the grievance at Step 1 within the fourteen (14) calendar days, the grievance will automatically advance to Step 2 unless a waiver of extension is completed. The Chief of Police shall investigate the alleged grievance and have a meeting with the aggrieved employee within ~~ten (10) working~~ **fourteen (14) calendar** days of his receipt of the written grievance. The Chief of Police shall notify the aggrieved employee of his receipt of the written grievance. The Chief of Police shall notify the aggrieved employee of his decision, in writing, not later than ~~ten (10) working~~ **fourteen (14) calendar** days following the meeting date.

Step 3: If the grievance is not settled at the second step, the aggrieved employee or his representation shall forward the written grievance to the City Manager within ~~ten (10) working~~ **fourteen (14) calendar** days of the decision of the Chief of Police. The City Manager shall make a decision, in writing, within ~~ten (10) working~~ **fourteen (14) calendar** days of receipt of the grievance. The City Manager shall meet with the aggrieved employee prior to making a decision if the proposed discipline is a suspension of ten (10) calendar days or more or termination.

Step 4: If the grievance is not satisfactorily settled in Step 3, it may be submitted to arbitration within thirty (30) calendar days from the date of the City Manager's decision. If the Association fails to submit the grievance to arbitration within the thirty (30) days provided above, then the grievance shall be deemed permanently withdrawn as having been settled on the basis of the decision most recently given. The arbitrator may be selected by mutual agreement of the parties. If the parties fail to agree within ~~ten (10) working~~ **fourteen (14) calendar** days on an appointment, the Federal Mediation and Conciliation Service shall be requested to provide a panel of arbitrators from which a selection shall be made. Unless otherwise mutually agreed upon in writing, within thirty (30) **calendar** days after

selection of an arbitrator, both parties shall present their respective cases. Should a party fail to submit their case in the time period provided, it shall be deemed permanently withdrawn as having been settled on the basis of the decision most recently given. Hearings before an arbitrator under the preceding sentence shall be conducted in accordance with the rules of the Federal Mediation and Conciliation Service. The arbitrator's decision shall be final and binding, but he/she shall have no power to modify to alter, modify, amend, add to or detract from the terms of this contract. The arbitrator shall fashion an appropriate remedy for violations of the provisions contained in this Agreement. Each party shall bear the expenses of its own witnesses and its own representatives for the purposes of the arbitration hearing. The impartial arbitrator's fees and related expenses and expenses of obtaining a hearing room, if any, shall be equally divided between the parties. Any party desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share said cost.

SECTION 16.4

A. All grievances will be presented at the initial step with the following exceptions:

1. If a grievance arises from the action of an official higher than the Step One management representative, the grievance shall be initiated at Step Two by submitting a grievance memorandum as set forth in Step One within ~~ten (10) working~~ **fourteen (14) calendar** days following the event giving rise to the grievance.

SECTION 16.5

A. Discharge of any employee, subject to the Agreement or class action grievance, shall permit such employee or Association Representatives to initiate a grievance beginning at the third step as provided herein.

B. Awards or settlements of grievances by the impartial neutral may or may not be retroactive as the equities of each case may demand.

C. Where a grievance is general in nature in that it applies to a number of employees rather than a single employee or if the grievance is directly between the Association and the City, such grievance shall be presented by the Association's Representative, in writing, directly to the Chief of Police, Step 2, within ~~ten (10) work~~ **fourteen (14) calendar** days of the occurrence giving rise to said grievance.

SECTION 16.6

Employees covered under this agreement shall have the opportunity to proceed to arbitration without agreement from the Association; however, the employee and not the Association shall be responsible for any cost. Any employee who decides to proceed to arbitration without Association agreement, shall be required to post a \$2000 bond, or an appropriate amount of personal leave, to a City account to cover the employee's share of cost of arbitration.

ARTICLE 17 TRAINING/EDUCATION REIMBURSEMENT

SECTION 17.1

Training will be provided as determined by the public employer.

When the Police Department requires the employee to attend training sessions then the time so spent shall be counted as hours worked insofar as Article 23 (Workweek and Overtime Compensation) is concerned.

SECTION 17.2

The City shall allow each Police employee up to (40 hours) to attend approved job-related training of his choice on an "on-duty" status, per fiscal year. Training time shall not accumulate from year to year.

Employees, who voluntarily terminate their employment within twelve (12) months of this training, as identified here in Section 17.2, shall reimburse the City for all related expenses for the training. Reimbursement shall not include second dollar funding.

SECTION 17.3

Employee Self-Improvement and Educational Programs - The City of South Daytona is desirous of helping its employees in their jobs by paying for job related courses during their off duty hours, providing the classroom schedules do not conflict with the employee's work schedule. The employee's job, which they were hired to do, takes precedence over schooling which is considered a fringe benefit. This policy will not cover courses that are not job related, degree course requirements, credit by examination courses, portfolio development, military training experience tests, correspondence courses nor courses related to accelerated non-accredited college programs. Accelerated accredited courses will be reimbursed in an amount that is equivalent to a comparable non-accelerated course offered by the University of Central Florida or Daytona State College. Denied courses can be appealed to the City Manager for interpretation, but not through the grievance procedure. A maximum of fifteen (15) credit hours will be eligible for reimbursement each fiscal year.

SECTION 17.4

Educational Reimbursement - The City Manager has the authority to approve any course, including tuition, books and other course materials, provided the applicant is not receiving benefits under the G.I. Bill or other aid programs. Employees receiving reimbursement from G.I. Bill, Florida education assistance or any other type of education reimbursement will notify the City and the

additional education assistance will offset the amount the City reimburses for educational costs. Courses recognized for educational assistance are:

A. Job Improvement Courses

Courses directly related to the employee's assignment that will improve his skills, knowledge and ability to perform his duties and increase, through more advanced technology, his potential for promotion.

B. In Service Training Courses

Courses in management and supervisory development. All city employees are encouraged to participate in this type of training.

SECTION 17.5

Eligibility for Participation in Educational Program - All regular full-time employees are eligible for participation in the City's educational program. Employees with less than six (6) months service shall be permitted to participate with the understanding that reimbursement shall not be made until such a time as the employee has completed one (1) full year. Employees receiving payment for their educational expense from other sources are not eligible.

SECTION 17.6

Application Procedure - An employee desiring to participate in the city educational program shall submit an application to his Department Head requesting approval for program participation. If approved by the Department Head, the application shall be forwarded to the City Manager for his approval (Note: The city will not provide reimbursement for any course initiated prior to the date of approval of the application).

SECTION 17.7

Agreement and Certification by Employee - The application for program participation shall provide an agreement to be signed by the employee, notarized and stipulating that the employee will remain in the city's employment a minimum of three (3) full years after completion of the approved course(s). Should the employee's services be terminated during this period, voluntarily or involuntarily, the city shall be reimbursed for funds paid the employee for educational expenses as provided in the following reimbursement formula:

Termination After Completion of Course (s)	Reimbursement to City
Less than 1 year	100%
1 year or more but less than 2 years	66%
2 years or more but less than 3 years	33%
Over 3 years	0%

SECTION 17.8

Completion of Course & Reimbursement of Expenses - Upon successful completion of the course, the employee's personnel record will be documented with his educational achievement, and the City Manager will arrange for reimbursement to the employee, expenses for tuition, books and other course materials, based on the following schedule:

Passing and as high as letter grade "C"	50%
Letter grade "B" or better	100%

Reimbursement for courses in which letter grades are not issued will be in the following manner:

Satisfactory	100%
Unsatisfactory	0%

SECTION 17.9

Reimbursement to City for Educational Expenses - Should an employee leave City employment after completion of course(s), and prior to compliance with the terms of this agreement to remain in city employment for three (3) years or more, he shall reimburse the city within six (6) months after his termination for any costs due.

Payment shall be taken from the employee's benefits, if any, accrued at the time of his termination. Any amount due the city over and above said benefits shall be made on a monthly basis (principle and interest) subject to prior arrangement with the City Manager. Upon termination of an employee who is indebted to the city, the City Manager will issue an official city invoice to such employee showing the amount due and the terms of payment. Checks should be made payable to the City of South Daytona and shall be deposited in the funds of the city. The City Manager's office shall be responsible for maintaining records of each employee's educational account.

SECTION 17.10

Should the employee, through death, disability or normal retirement, fail to continue the required tenure of employment as provided herein, any remaining liability for reimbursement of educational expenses shall be canceled automatically.

ARTICLE 18 ABSENCE

SECTION 18.1

Leave of absence without pay as determined by the Public Employer may be granted for a period not to exceed sixty (60) days, to an employee. Such leave may be renewed or extended for any reasonable purpose at the discretion of the City Manager.

SECTION 18.2

Employees who are on a duly authorized compensated leave of absence shall continue all benefits as provided in this Agreement. Entitlement to benefits shall cease for employees on partially compensated or uncompensated leave.

SECTION 18.3

A medical leave of absence will be granted in accordance with the Family and Medical Leave Act.

ARTICLE 19 VOTING

During a primary, general or special election, an employee who is registered to vote, whose hours of work do not allow sufficient time for voting, shall be allowed the necessary time off for this purpose. When the polls are open one hour before or one hour after the regular scheduled work period, it shall be considered sufficient time for voting.

ARTICLE 20 BEREAVEMENT LEAVE

SECTION 20.1

The City agrees that when a death occurs in the immediate family of an employee, that employee shall be granted the necessary time off, not to exceed forty ~~two~~ (40~~2~~) hours ~~in order to attend the funeral~~. Hours allowed must be used within fourteen (14) calendar days commencing on the day of the death except in extenuating circumstances which are approved by the Department Head. The City agrees that the immediate family as cited above shall be defined as son, daughter, mother, father, grandparents, and grandchildren. Also included for purposes of this section are husbands/wives, sisters/brothers, step-parents, step-children, mother/father in-law and son/daughter in-law and any other person related by adoption.

SECTION 20.2

The City agrees that bereavement leave will not be charged against Personal Leave days.

SECTION 20.3

In case of death of an employee's spouse or child, a maximum of 80 hours of accrued personal leave, in addition to bereavement leave, may be granted to the employee. The Department Head may limit such leave to less than the specified time or refuse to grant such leave if the employee cannot demonstrate reasonable need for the amount requested.

SECTION 20.4

In case of death of any other relatives, an employee may request one day with pay to attend the funeral. Requests for time off should be made to the employee's Department Head who will make the decision.

ARTICLE 21 PERSONAL LEAVE

SECTION 21.1

Each employee shall earn Personal Leave with which he may be excused from work with pay for vacation, conduct personal business or use for illnesses. The amount of time earned by an employee shall be computed on an hourly basis, based upon a forty-two (42) hour work week. Earned time may be taken on an hourly basis and no personal leave time shall be taken in advance unless specifically authorized and approved by the Department Head or his designee. The minimum withdrawal shall be fifteen (15) minutes. Personal leave that is taken after the expiration of accrued time will be without pay. Employee may be subject to discipline up to and including termination, if at the time of the personal leave expiration an approved Leave of Absence is not on file with the Human Resources office.

Employees will be allowed to have two (2) unexcused occurrences during a period of one (1) year, without being penalized on their annual ~~merit-raise~~ performance evaluation.

Employees who do not use any unscheduled leave during a one (1) year period following their anniversary date (the date used for merit purposes), will receive compensatory time equal to eight (8) hours. The eight (8) hours ~~must be used by the following anniversary date~~ shall be added to your personal leave accrual.

SECTION 21.2

Employees will begin to accrue personal leave after thirty (30) days on the job, however scheduled personal leave may not be used until after six (6) months of the probationary period. Each employee may accrue up to seven hundred twenty (720) hours of personal leave. Employees that retire from the City with at least 25 years of service shall be entitled to receive payment for all personal leave time to the maximum accrual of seven hundred twenty (720) hours. Employees that separate from the City, for any other reason, will be paid for accrued personal leave not to exceed a maximum accrual of five hundred seventy (570) hours.

SECTION 21.3

Personal time shall be accrued in the following manner:

Years of Service	Hours Per Pay Period	Hours Per Year
30 days, but less than 4 years	7.1078	185
4 years, but less than 9 years	8.0766	210
9 years, but less than 14 years	9.6924	252
14 years, but less than 20	10.0174	260
20 years, but less than 25	10.3386	269
25 years, but less than 30	11.3078	294
More than 30 years	11.6309	302

ARTICLE 21 A
SHORT TERM DISABILITY

All regular full time employees hired before October 1, 2008 will be provided with Short Term Disability at the City's expense. Employees hired on or after October 1, 2008, will not be entitled to this benefit.

The policy will consist of a seven (7) calendar day elimination period with a maximum of thirteen (13) week duration of benefit.

ARTICLE 22 HOLIDAYS

SECTION 22.1

The City agrees to recognize the following as paid holidays for bargaining unit employees:

New Year's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
The Day after Thanksgiving Day
Christmas Day
A Day Designated by the City Manager
Employee's Birthday (during employee's birth week)*

* The employee may take one day off during the week of his birthday, the week before or the week after. If the employee's birthday falls on a weekend, holiday or scheduled day off for shift workers, ~~he is~~ **they are** still entitled to one day off. **Birthday holiday hours may be added to employee's personal leave accrual in lieu of taking the time off if requested prior to the employee's birthdate.**

SECTION 22.2

For Patrol Division, officers and those assigned to motors, the holiday to be recognized is the specific holiday mentioned above not the designated day observed by the City. All other employees will recognize the holiday as the day the City observes the holiday. Floating holidays shall be scheduled as time off.

SECTION 22.3

Any uniformed officer required to work on a holiday listed above (except for the birthday holiday) shall receive holiday pay (regular pay for their normally scheduled shift) and in addition shall receive pay at a rate of one point five (1.5) times his regular rate of pay for all hours worked on the holiday. All employees required to work on a holiday listed above (except for the birthday holiday) shall receive payment at one point five (1.5) times their normal rate of pay.

SECTION 22.4

All employees who are not required to work on a holiday, including those on scheduled days off, will receive their regular rate of pay for normal scheduled hours, provided that this payment shall not apply in cases of unauthorized absences on either one or both the employee's last scheduled day before the holiday and/or his first scheduled work day after the holiday.

SECTION 22.5

In lieu of receiving holiday pay as described in Sections 22.2 and 22.3, an employee may elect to add to his personal leave bank said holidays. Under both Sections, employee's personal leave hours will be credited with the number of normal shift hours (under Section 22.3, these will not be 1.5 days). Employees desiring this option shall fill out a form indicating their desire to have this added to their personal leave days. Once the selection has been made, it may only be changed once per year during the month of September.

SECTION 22.6

In lieu of receiving holiday pay, as described in Section 22.2 and 22.3, as and when it occurs, an employee, prior to the month of December, may elect to have all holidays recognized under the terms of labor agreement paid for in two cash payments during the calendar year. The payments will be made in the first pay period in June for holidays falling between December 1 of the prior year and June 1 of the current year, and in the first pay period of December for those holidays falling between June 1 and December 1. Under both Sections 22.2 and 22.3, employees cash payment bank will be credited with one day's pay at straight time rate (these will not be at 1.5 days) payment for the holiday.

ARTICLE 23
WORKWEEK AND OVERTIME COMPENSATION

SECTION 23.1

Eighty-four (84) hours actually worked shall constitute a normal work period for employees covered by this Agreement. **Effective the first pay day after execution of this Agreement,** All time worked in excess of eighty four (84 ~~four~~ **80**) hours shall be compensated at the rate of one point five (1.5) times the regular rate. Personal leave and Compensatory Time, approved two weeks (14 calendar days) in advance, **Workers' Compensation, Family and Medical Leave Act, Short Term Disability, Jury Duty, Bereavement Leave** and holiday leave, will count as hours worked for overtime purposes. However, if the employee has any other paid leave time, including Personal Leave or Compensatory Time that was not approved two weeks in advance, within his workweek, then he will not receive overtime payment unless his actual hours worked and his paid leave time totals eighty four (84) hours.

Should the City require an employee to attend training sessions off duty, the time so spent shall be counted as hours worked for overtime purposes.

Employees will work twelve (12) hour shifts, which will **shall** rotate every four (4) months. **As a result of the shift change, if the employee is deficient in hours worked, the City agrees to pay the difference as straight time.** An employee may be allowed to swap shifts with another employee at such time as shift scheduling is posted, provided management ~~is notified~~ **approves**.

There shall be no change in the current established work schedules unless mutually agreed upon by the City and the Association. However, the parties agree that the Chief of Police and the bargaining unit may mutually agree to try different work schedules during the term of this agreement. If after a trial period, not to exceed six (6) months, both parties are not in agreement with the new schedule, it shall revert to the original schedule.

Employees may be held over to cover shortages of manpower, however such holdover shall not exceed a total of sixteen (16) hours worked on any one shift, unless an emergency is in progress.

SECTION 23.2

The work schedule will not be changed or altered to avoid the payment of earned overtime.

SECTION 23.3

Overtime work will be assigned at the discretion of the Chief of Police or his designee. No employee may authorize overtime for himself.

SECTION 23.4

When an employee is required to attend court or related judicial proceeding/hearings (written proof shall be required) not on his regularly assigned shift, the Public Employer will compensate the employee for a minimum of three (3) hours pay at the rate of one point five (1.5) times his normal base salary. The three (3) hour court time shall not apply to hours that overlap the employee's regular schedule in any manner. If the court time is immediately following the employee's shift, (within 30 minutes), it shall be compensated as actual time.

If an employee is required to attend court or related judicial proceeding/hearings for four (4) or more hours between shifts, said employee will have the option to call in on an administrative day (time taken from Personal Leave) and said leave will not be considered unexcused for evaluation purposes as long as said employee calls the on duty supervisor by 1400 hours unless extenuating circumstances arise and are approved by the Chief or his designee.

SECTION 23.5

If an employee covered by this Agreement is called out to work at a time outside his normal working hours, he shall receive a minimum of three (3) hours pay at the rate of one point five (1.5) times his normal base salary except for circumstances where an employee is called into work within two (2) hours of his normal starting time and when an employee is recalled to work within thirty (30) minutes of the end of their shift.

Where an employee is required to continue working beyond his normal shift, the employee shall be compensated for the actual hours worked at the applicable rate, i.e., regular or overtime. Prescheduled hours, (defined as 48 hours notice), worked by employees do not qualify as call out and shall be compensated at the applicable rate.

SECTION 23.6

An employee will be given adequate notice of any change in his regular hours of work (shift). For purposes of interpretation of adequate notice, except in emergency situations, if an employee is not provided 48 hours notice they shall be entitled to overtime payment for the first 12 hours of the changed shift.

SECTION 23.7

A shift work schedule will be posted showing the schedules to be worked for a period of one month and may be posted at least sixty (60) days but no later than thirty (30) days in advance of the expiration of the current schedule.

SECTION 23.8

When an employee, who is on personal leave under the provisions of Article 21, is required to attend court as a witness in an official police capacity, the City will compensate the employee for a minimum of three (3) hours pay at the rate of one point five (1.5) times his normal base rate. The court time will not be added to the employee's scheduled personal leave days.

SECTION 23.9

Employees on Short Term Disability or Workers' Compensation leave are not eligible for compensation as provided in Sections 22.2, 23.5 and 23.8, nor any additional payment. There will be no duplicate premium payments and no claim that provides for overtime on regular pay or overtime on overtime.

SECTION 23.10

In the event a shift is short a Sergeant due to an unscheduled absence, the Chief or his designee shall give the other Sergeants "first right of refusal" to earn the overtime. The Chief or his designee will make (1) one attempt to contact each Sergeant starting with the most senior. If the Sergeant does not answer, the Chief or his designee may continue to call the other Sergeants until he/she receives a response. If the Chief or his designee is not successful in contacting a Sergeant or they all decline the overtime, he/she may ask one of the officers on duty to fill in.

ARTICLE 24 UNIFORMS AND EQUIPMENT

SECTION 24.1

The City will furnish uniforms to all employees who are required to wear such uniforms. Underclothes and socks will not be supplied by the City. The City will furnish, per fiscal year, up to one hundred **twenty-five** (~~\$400.00~~ **\$125.00**) for the purchase of shoes. The shoes must be of an approved style (as set by the Chief of Police). The purchase procedure will be established by the Chief of Police and disseminated to all employees.

SECTION 24.2

An employee who shall receive damage to his uniform in the line of duty shall have it replaced at no cost to the employee.

SECTION 24.3

All furnished uniforms and pieces thereof, that are, in the opinion of the Police Chief, worn out and not proper for wear, shall be replaced by the City at no expense to the employee.

SECTION 24.4

The cleaning of the uniforms will be provided for by the City in accordance with approved rules and regulations.

SECTION 24.5

Sworn officers, assigned to the investigative section, who are required to wear non-issue clothing, shall receive a clothing and cleaning allowance of one hundred and fifty dollars (\$150.00) per month.

SECTION 24.6

The City agrees to arrange to have each police vehicle inspected by a qualified mechanic on no less than a quarterly basis.

SECTION 24.7

The City will provide reimbursement, to a maximum of one hundred dollars (\$100.00), for the repair or replacement of all personal property lost or damaged as a direct result of the duty related to the incident in accordance with applicable Police Department policy. The employee must furnish the City with a receipt for the repair or replacement of the property. The city will provide reimbursement, up to a maximum of two hundred fifty (\$250.00) dollars for the replacement of corrective lens if damaged as a direct result of a related police incident. Replacement shall be limited to comparable lens and shall not include the cost of eye examinations.

ARTICLE 25 PHYSICAL EXAMINATION

SECTION 25.1

All applicants for employment in the Police Department of the City shall undergo a physical examination by a licensed physician as a prerequisite to employment by the City and the cost of same will be borne by the City. Results of the physical examination shall become part of the employee's personnel record upon employment. If an employee voluntarily terminates their employment with the City during the first year (12 months), they shall reimburse the City for all pre-employment screening costs. These costs are subject to change.

SECTION 25.2

Employees will receive and will be obligated to take a physical examination, at any time, by a licensed physician selected by the City which shall include an electrocardiogram. Scheduling of this examination will be at the discretion of the City and the results will become part of the employee's permanent record. The City agrees to undertake the cost of the examination. In addition, the City may, at any time, require that any employee receive an examination for determination of coronary artery disease. The method of such examination will be at the discretion of the City. The results of such examination will become part of the employee's record. In the event a release from the employee's physician is required for participation of coronary testing, the employee will be responsible for obtaining such release. The City will undertake the cost of the actual coronary testing. In the event coronary disease is present and of such a degree as to indicate a hazard, job duties will be assigned within the guidelines and restrictions as set forth by a licensed cardiologist.

ARTICLE 26 WORKERS' COMPENSATION

SECTION 26.1

The city agrees that in the event of an on the job injury to a Bargaining Unit Employee, such member will be carried at full pay for a maximum period of 756 working hours on the rolls of the South Daytona Police Department and the time lost as a result of the on the job injury will not be charged against any existing type leave time.

SECTION 26.2

The City agrees that any Bargaining Unit Employee injured on the job shall be paid for the full scheduled shift on the day of the accident if his treating physician advised that the employee could not or should not return to work that day.

SECTION 26.3

The City agrees that any Bargaining Unit employee who is able to work within a maximum of twelve (12) months after an on-the-job injury shall be reinstated to his former position provided he is physically and mentally qualified to perform the work. This determination will be made by the employee with the concurrence of a physician selected by the employer.

Employees injured in job related accidents shall be given light duty assignments when permitted to do so by the attending physician, if available at his current rate of pay. The light duty assignments shall not be limited to police related activities.

Employees injured in non-job related accidents shall be given light duty assignments, at the rate of pay for the work performed when permitted to do so by the attending physician and if such light duty work is available. The light duty assignments shall not be limited to police related activities. Employees may supplement, to their regular net pay, the light duty assignment salary with accrued personal leave. The accrued leave will be paid at the employee's regular rate. Hours accrued during light duty, if used, will be paid at the light duty rate of pay. When the employee returns to regular duty, any personal leave accrued during the light duty assignment shall be converted at the light duty rate of pay.

ARTICLE 27 MILEAGE

Employees who are authorized to use their own vehicle in the performance of their official City duties, including attendance at court, will be compensated at the rate published by the IRS on January 1 of each year for mileage reimbursement, provided any mileage received by the employee from other sources is remitted to the City by the employee.

ARTICLE 28 LEGAL BENEFITS

SECTION 28.1

The City will undertake defense of any Bargaining Unit employee against civil damage suits arising out of the lawful and prudent performance of his duties as a Police Officer and while acting in the scope of his employment with the City.

SECTION 28.2

The City agrees to indemnify Bargaining Unit employees against judgments levied against them as a result of their action while acting as a Police Officer and within the scope of their employment with the City up to and including the amount of \$100,000.

SECTION 28.3

The City shall provide each Police Officer with False Arrest Insurance.

SECTION 28.4

If in the course of his duty an officer becomes involved in an accident while driving a City vehicle, he will not be held liable for any damages incurred to said vehicle unless it is determined in accordance with the Personnel Policies Manual that he was negligent, in which case the employee shall be responsible to reimburse the City in an amount equal to the actual repair or replacement cost not to exceed the deductible amount of any insurance the City has, if applicable, but in no case to exceed \$250.00 per incident. Employee may elect to sell accrued personal leave time to the City in an amount to cover the cost of damages, not to exceed \$250.00.

ARTICLE 29 HEALTH INSURANCE

SECTION 29.1

The City agrees to furnish employees, effective the first day of the month, following one month of employment, a major medical, hospitalization, and a dental insurance plan.

SECTION 29.2

The City agrees to pay the entire amount of the employee only premiums of the plan with the lowest cost for employees covered thereby, and the employee is to pay the necessary premium to cover eligible family members, if desired.

SECTION 29.3

The City agrees to maintain a life insurance plan for the employees at the City's expense, which will be effective on the first day of the month following one month of employment.

ARTICLE 30
RESERVATION OF RIGHTS

There shall be no benefits, implied or otherwise, inuring to the benefit of the bargaining unit or the members thereof except those benefits as herein expressly provided.

**ARTICLE 31
POLITICAL ACTIVITIES**

Employees will be guided by State Law insofar as concerns for their involvement in political activities. See Section 104.31 of the Florida Statutes.

ARTICLE 32 SEVERABILITY CLAUSE

SECTION 32.1

If any Article or Section of this Agreement should be found invalid, unlawful or not enforceable by reason of any existing or subsequent enacted legislature or by judicial authority, all other Articles and Sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

SECTION 32.2

In the event of invalidation of any Article or Section, both the City and the Association agree to meet within thirty (30) days of such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

**ARTICLE 33
SPECIALTY PAY**

The following specialty pay shall be provided:

Motorcycle Pay:

When assigned to motors as a motor officer, such officers shall receive a five (5) percent increase in pay. This pay will stop should the officer be removed from motors assignment.

Field Training Officer (FTO):

Officers designated by the Chief as Field Training Officers shall receive a five (5) percent increase in their base rate of pay during the time they are participating in the FTO process. It is understood that no officer will receive FTO pay indefinitely.

Investigation Division:

Officers assigned to the Investigation Division shall receive a five (5) percent increase in pay for the duration of such assignment.

Assignments to the Investigative and Motor Unit will be reviewed every (5) five years with the first review commencing on 10/1/18. After such time, the Chief, or his designee, will post the position considering all eligible (as dictated by the job description) applicants.

Note: Only one specialty pay can be received at any given time.

ARTICLE 34 WAGE INCREASE

SECTION 34.1

Effective October 1, 2017²⁰, the City will make a one-time wage adjustment of **four percent** (24%). The wage adjustment will be calculated and applied on the base hourly rate.

Effective October 1, 2018²¹, the City will make a one-time wage adjustment of **three percent** (23%). The wage adjustment will be calculated and applied on the base hourly rate.

Effective October 1, 2019²², the City will make a one-time wage adjustment of **four percent** (24%). The wage adjustment will be calculated and applied on the base hourly rate.

SECTION 34.2

Effective October 1, 2017 through September 30, 2020, the member may be issued a merit increase on their anniversary date. Merit ranges shall be one half percent to one and one half percent (0.5%-1.5%).

SECTION 34.3²

At no point in time shall an employee's hourly rate fall below the minimum of their pay grade.

SECTION 34.3

The City agrees to provide the same "additional" wage adjustments (wage adjustments other than Section 34.1) to the members of this Agreement as provided to the members of any other City recognized bargaining unit if any such "additional" wage adjustments are issued during the term of this agreement. Individual wage increases (i.e. temporary assignments, promotions, specialty pay, additional duties, etc.) are not considered "additional" wage adjustments for this purpose. In the event that the "additional" wage adjustment is issued in a flat dollar amount and not a percentage, the percent increase referenced in Section 34.1 will be calculated after the flat dollar amount is applied. The minimum of the pay grades for the bargaining unit classifications shall be increased by the same amount of the "additional" wage adjustment. The maximum of the pay grades for the bargaining unit classifications shall be increased by the same percent as is currently between the minimum and maximum.

ARTICLE 35
PHYSICAL ABILITIES TEST (PAT)

SECTION 35.1

The City and the Association agree that employees covered hereunder must maintain a high level of physical fitness in order to safely and efficiently perform their assigned duties and serve and protect the citizens.

SECTION 35.2

Each ~~bargaining unit~~ **new** employee shall be required to **successfully** complete the Physical Abilities (Fitness) Test previously established by the Division of Criminal Justice Standards and Training of the Florida Department of Law Enforcement ~~on an annual basis~~ **as a condition of employment**. The physical abilities test measures specific physical abilities through participation in a series of job-related tasks as follows:

- A. Exiting car/enter trunk.
- B. 220 yard run.
- C. Obstacle course.
- D. Dummy drag.
- E. Obstacle course (repeat).
- F. 220 yard run (repeat).
- G. Weapon fire.
- H. Enter trunk/enter car.

The test is intended to be conducted in a continuous fashion resulting in a total composite score (i.e. time to complete the course). The test will be administered on a pass/fail basis. The employee must complete the test in accordance with the following requirements; (Employees scoring at or above the allotted time per their age bracket fail.)

Years of Age	Minutes/Seconds
19-29	6:30
30-39	7:00
40-49	8:00
50-Above	9:00

SECTION 35.3

~~Each bargaining unit employee shall be scheduled to take the physical abilities test on an annual basis. If feasible, all tests (except for retests) will be administered in the months of January, February, March or April.~~

SECTION 35.4

~~Any employee hired after October 1, 2008 failing the PAT must retake the test within sixty (60) days. An employee failing the retest (second test) must pass a second retest (third test) within sixty (60) days. Failure of the second retest will result in the employee's termination due to his/her inability to perform the essential functions of his/her job.~~

SECTION 35.5

~~Results of the PAT taken by any employee hired prior to October 1, 2008 will not adversely impact evaluations, promotions or advancement opportunities.~~

SECTION 35.6

~~An employee who has a bona fide medical condition or injury which prevents him/her from taking the physical abilities test (or a portion thereof) will be dealt with on an individual basis. In all such cases, the City Physician will determine the nature and extent of the employee's medical condition or injury (if such medical condition or injury is temporary); whether the test may be modified so as to accommodate the employee's medical condition while still measuring the same physical abilities; and such other medically-related issues which facilitate proper measurement of the physical abilities necessary to successfully perform the employee's job.~~

SECTION 35.3

An employee that has been seriously injured and has been out of work for fourteen (14) calendar days or more, must successfully pass the physical abilities test prior to returning to full duty. A release from a physician is required to complete the physical abilities test.

SECTION 35.4

If the injured employee fails the physical abilities test (see Section 35.3), the employee must retake the test within sixty (60) calendar days. An employee failing the retest (second test) must pass a second retest (third test) within sixty (60) calendar days. Failure of the second retest will result in the employee's termination due to his/her inability to perform the essential functions of his/her job.

SECTION 35.5

Prior to an employee being promoted, they must successfully pass the physical abilities test.

ARTICLE 36
TOBACCO **AND NICOTINE** USE

SECTION 36.1

All bargaining unit employees hired after October 1, 2008 are not permitted to use tobacco products at any time (on duty or off duty) and must comply with such prohibitions as a condition of hire and continued employment.

SECTION 36.2

All bargaining unit employees hired after October 1, 2017 are not permitted to use any products containing nicotine at any time (on duty or off duty) and must comply with such prohibitions as a condition of hire and continued employment.

SECTION 36.3

Violation of Section 36.1 and/or 36.2 will result in a one shift suspension for a first offense, a three shift suspension for a second offense, and termination for a third offense.

ARTICLE 37
NONDISCRIMINATION

SECTION 37.1

The parties agree that they will not illegally discriminate against any employee because of race, color, sex, national origin, religion, marital status, disability, age, sexual orientation or preference, or any other factor violative of applicable Federal, State or local law. Nothing herein shall restrict the City from taking any action to promote or implement equal employment opportunity and affirmative action in accordance with applicable law.

SECTION 37.2

The Union and/or its individual members will not illegally discriminate against or harass any employee who does not choose to become a member of the Union.

SECTION 37.3

There shall be no illegal discrimination, interference, restraint, or coercion by the City against any employee for his activity on behalf of, or membership in, the Union.

SECTION 37.4

An alleged violation of this article shall be processed through either the grievance and arbitration procedures set forth herein or the procedures established by State and Federal discrimination laws, but not both. The filing of a charge or complaint of discrimination with an administrative agency or a court shall bar the processing of a grievance addressing the same or similar subject; the filing of a charge or complaint of discrimination with an administrative agency or court any time after a grievance has been filed shall act as an automatic withdrawal with prejudice of the grievance.

ARTICLE 378
TERM OF AGREEMENT

SECTION 378.1

This Agreement will become effective upon execution hereof and shall remain in full force and all Articles shall remain in effect until the 30th day of September, 2020³. The Agreement shall automatically be renewed from year to year unless either party notifies the other party by certified return receipt written notice by June 1, 2020 that it desires to modify this Agreement. Notification shall include the Articles the party wishes to renegotiate, and all other Articles will remain in full force and effect.

SECTION 378.2

In the event that such notice is given, negotiations shall begin no later than July 1, 2020³.

SECTION 38.3

Each party may reopen one (1) other Article of their choice in 2021 and 2022 other than Article 34-Wage Increase.

CITY OF SOUTH DAYTONA

**COASTAL FLORIDA POLICE
BENEVOLENT ASSOCIATION
INTERNATIONAL UNION OF POLICE
ASSOCIATIONS, AFL-CIO LOCAL
#6059**

Joseph Yarbrough **James L. Gillis, Jr.**
City Manager

Kevin McCarthy **Gregory Cook**
Staff Representative

ATTEST:

ATTEST:

Approved and ratified this

Approved and ratified this

__ day of _____, 2017²⁰

__ day of _____, 2017²⁰



INTERNATIONAL UNION OF POLICE ASSOCIATIONS AFL-CIO

The Only Union for Law Enforcement Officers

SOUTH DAYTONA POLICE GRIEVANCE REPORT FORM

PLEASE PRINT OR TYPE

CASE NUMBER

NAME OF LOCAL

LOCAL NUMBER

GRIEVANT'S INFORMATION

GRIEVANT'S NAME:

PHONE NUMBER:

WORK NUMBER:

EXT:

POSITION/CLASSIFICATION:

DATE OF OCCURANCE:

LIST BELOW THE ARTICLE(S) AND/ OR SECTION(S) OF CONTRACT VIOLATED:

EXPLAIN BELOW HOW THE ABOVE ARTICLE(S) AND/ OR SECTION(S) WERE VIOLATED:

DID YOU DISCUSS GRIEVANCE WITH YOUR IMMEDIATE SUPERVISOR?

☐ YES ☒ NO

IF YES: SUPERVISOR'S NAME: _____ DATE/TIME: _____

REMEDY DESIRED:

GRIEVANT'S/ UNION'S SIGNATURE: _____ DATE: _____

SOUTH DAYTONA POLICE GRIEVANCE REPORT FORM

PLEASE PRINT OR TYPE

Page 2

STEP 1

RECEIVING SUPERVISOR:

TITLE: **Immediate Sup. or Division Com.**

DATE:

SUPERVISOR'S RESPONSE:

RETURNED TO:

DATE (within 14 Calendar Days):

☐ ACCEPTED ADVANCED ☐

UNION REP IF APPLICABLE:

STEP 2

RECEIVING SUPERVISOR:

TITLE: **Chief of Police or Designee**

DATE:

SUPERVISOR'S RESPONSE:

RETURNED TO:

DATE (within 14 Calendar Days):

☐ ACCEPTED ADVANCED ☐

UNION REP IF APPLICABLE:

STEP 3

RECEIVING SUPERVISOR:

TITLE: **City Manager or Designee**

DATE:

SUPERVISOR'S RESPONSE:

RETURNED TO:

DATE (within 14 Calendar Days):

☐ ACCEPTED ADVANCED ☐

UNION REP IF APPLICABLE:

Arbitration

RECEIVING SUPERVISOR:

TITLE: **City Manager**

DATE:

GRIEVANT/ UNION POSITION:

DELIVERY METHOD:

City of South Daytona

Department of Human Resources

Post Office Box 214960 • South Daytona, FL 32121 • 386/322-3069 • FAX 386/322-3068



MEMORANDUM OF UNDERSTANDING

Between: International Union of Police Associations, AFL-CIO Local #6059 and the City of South Daytona

Subject: Wage Compression

Date: December 3, 2020

This Memorandum of Understanding (MOU) signifies that both the International Union of Police Associations, AFL-CIO Local #6059 (Association) and the City of South Daytona (City), mutually agree to the following.

Effective 10/1/21, all Association members in the classification of Police Officer with at least four (4) full time years of service as Police Officer with the City of South Daytona shall receive a one-time wage adjustment of one (1) dollar per hour.

Effective 10/1/21, all Association members in the classification of Sergeant with at least four (4) full time years of service as Sergeant with the City of South Daytona shall receive a one-time wage adjustment of one (1) dollar per hour.

Effective 10/1/22, all Association members in the classification of Police Officer with at least four (4) full time years of service as Police Officer with the City of South Daytona that did not receive the aforementioned wage adjustment on 10/1/21 shall receive a one-time wage adjustment of one (1) dollar per hour.

Effective 10/1/22, all Association members in the classification of Sergeant with at least four (4) full time years of service as Sergeant with the City of South Daytona that did not receive the aforementioned wage adjustment on 10/1/21 shall receive a one-time wage adjustment of one (1) dollar per hour.

The aforementioned wage adjustment shall be applied prior to the wage adjustment outlined *Article 34-Wage Increase*.

James L. Gillis, Jr., City Manager

Date

Gabrielle Lank, Membership Representative, IUPA

Date

Gregory Cook, Staff Representative, IUPA

Date