

City of South Daytona

Office of the City Manager

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Memorandum

AGENDA ITEM
E 24 DATE 9/14/20

To: James L. Gillis, City Manager
From: Trudy A. O'Dell, Human Resources Director
Re: South Daytona Professional Firefighters Local #3193 (International Association of Firefighters) Collective Bargaining Agreement
Date: September 3, 2020

Negotiations have been completed and the South Daytona Professional Firefighters Local #3193 (International Association of Firefighters) has ratified their Collective Bargaining Agreement. 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-Wages.

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. Other than wages, there were no other significant fiscal changes made to the agreement. It appeared that the main focus on the union side was to clean up antiquated language and memorialize processes that are already in place.

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.

AGREEMENT

between

CITY OF SOUTH DAYTONA



And

**SOUTH DAYTONA PROFESSIONAL FIREFIGHTERS
IAFF LOCAL #3193**



201720-20203

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ARTICLE 1 PREAMBLE

SECTION 1.1

This Agreement is entered into by and between the City of South Daytona (hereinafter, the Employer or City) and South Daytona Professional Firefighters, IAFF LOCAL #3193 (hereinafter, the Union).

SECTION 1.2

This Agreement is primarily intended to promote the interests of the members of the public who are served by the Employer's Fire Department, in having at all times available to them the Department's services on the most efficient and economical basis that may from time to time be practically achievable. It is contemplated that this Agreement will serve the public interest by keeping costs at reasonable levels; by ensuring that members of the bargaining unit will at all times be responsive to and make every reasonable effort to carry forward the Department's legitimate activities and functions with alacrity and dispatch, and will accept and execute promptly all lawful instructions given to them; and by defining the Department's obligations to the Union and members of the bargaining unit, thus avoiding disputes due to misunderstandings as well as by providing a procedure for the resolution of any claims that the Agreement has been violated by the Employer.

ARTICLE 2 RECOGNITION

The Employer recognizes the South Daytona Fire Local 3193 as the sole and exclusive bargaining agent for employees in the following bargaining units as certified by the Florida Public Employees Relation Commission:

Case No. RC-89-009: Firefighter, Firefighter/EMT,
 Firefighter/Paramedic and Fire Inspector

Case No. RA-89-014/RC-89-060: Fire Lieutenant

Each unit will be covered by this sole contract.

ARTICLE 3
PROHIBITION OF STRIKES
NO STRIKES, PICKETING, LOCKOUT OR INTERFERENCE WITH OPERATIONS

SECTION 3.1

The Union does not assert and will not assert or advocate any right of unit employees to strike, slowdown, picket or otherwise hinder the Employer's operations, and agrees that such actions should be discouraged by strong contract language.

SECTION 3.2

The parties are cognizant of all laws, regulations, directives and rules directed to the prevention of work stoppages or slowdowns by public employees in Florida.

SECTION 3.3

The Employer shall have all rights and remedies provided to it in the Agreement and this Article, in addition to, and not in lieu of, all other rights and remedies inuring to its benefit from any source whatsoever.

SECTION 3.4

For and on behalf of itself, and for and on behalf of each and every employee in the bargaining unit, the Union agrees that there shall not at any time be any strike, slowdown, work stoppage, hindrance or interference with work or operations, picketing, observation of picket lines of others, or any form of concerted refusal to work or cessation of work, by the Union or any employee in the bargaining unit, for any reason whatsoever, including but not limited to, violations or claimed violations of this Agreement, or unfair labor practices, claimed or actual.

SECTION 3.5

The Employer will not engage in any lockout of employees, meaning the refusal to permit the unit employees as a group to work in aid of a bargaining position or in support of any Employer position as to wages, hours and working conditions.

SECTION 3.6

It is expressly agreed as a sole exception to the prohibition against picketing found herein, that the Union and its members may engage in picketing in support of its or their positions with respect to privatization, contracting out of fire services or if an impasse is formally declared in bargaining as long as it does not violate Chapter 447 of the State Statutes.

ARTICLE 4 DUES CHECK OFF

SECTION 4.1

Subject to the restrictions set forth in FS 447.303 Florida Statutes, the Employer agrees to deduct from the pay of the employees in the bargaining unit who authorize such deduction by way of a written wage assignment, properly written and executed and delivered to the Employer, and to transmit to the Union, the amount of the union dues and assessments which are uniformly charged by the Union to all members of the unit.

SECTION 4.2

The Employer shall be obligated to make no more than one month's dues/assessment deduction from any employee's pay with respect to any single calendar month.

SECTION 4.3

The Employer shall deduct dues on a bi-weekly basis until the total amount of the monthly dues is collected each month. If the employee involved has insufficient pay coming to him with respect to that pay period to cover the full amount of dues and/or assessments charged, the Employer shall have no obligation with respect to that employee.

SECTION 4.4

The Union agrees to indemnify the Employer, and hold it harmless, from and against any liability, real or asserted, or any kind whatsoever, to any person or party, on account of the Employer's compliance or efforts to comply with this Article.

SECTION 4.5

It shall be the Union's obligation to keep the Employer at all times informed, by certification of a responsible official of the Union, of the amount of the uniform dues and/or assessments deductible from employees' pay, and the Employer will accept such certification and be entitled to rely upon its accuracy.

SECTION 4.6

The Employer's monthly transmission of dues and assessments money to the Union will be accompanied by a list of names of employees affected, and the amount transmitted with regard to each, based on authorizations which continue in effect and are in the Employer's file

SECTION 4.7

The Employer will not deduct or transmit to the Union at any time any monies representing fines, fees, penalties, or special assessments.

SECTION 4.8

The obligation to commence making deductions on account or any particular authorization shall become effective with respect to the calendar month following the month in which the authorization is received by the Employer.

SECTION 4.9

The Union will pay the employer \$75.00 per year as the cost for setting up and making dues deductions.

ARTICLE 5 PERSONNEL FILES

All employees covered by this Agreement shall have access to their individual personnel files by prior appointment with the Chief or his designee, Human Resources Director or custodian of the files. All items contained in such file shall be available for review.

ARTICLE 6 SENIORITY

SECTION 6.1

Seniority is defined as continuous service with the City **Department** and is that time actually spent on active payroll plus those periods specified in Section 2 of this Article. The seniority date shall be an employee's last date of hire, and it is agreed that the seniority provisions of this Agreement shall not apply to employees who have not completed their probationary period; however, upon the satisfactory completion of his probationary period the employee will be entered on the seniority list as of the original date of hire.

SECTION 6.2

In computing an employee's seniority, the following periods of time shall be included:

1. Approved leaves of absence
2. Any holiday recognized in this Agreement
3. Vacation periods
4. Periods of temporary lay-off for a regular employee up to two (2) years
5. Periods of illness or accident up to one year
6. Periods of service in the armed Forces of the United States
7. Pregnancy

SECTION 6.3

Unless otherwise stated, an employee shall be terminated and shall lose all accumulated seniority if:

1. He voluntarily quits with or without giving prior notice to the City.
2. He is discharged for just cause.
3. He has been continually laid off for a period of more than two (2) years.
4. He fails to return to work within one hundred sixty-eight (168) hours after receipt of notification to return to work by certified mail ~~or telegram~~ at his last known address shown in the City's records.
5. He fails to return to work at the end of any period specified in Section 2 (1), (5), or (6) unless the employee notified the Chief or his designee, of his availability to return and the Chief or his designee, agrees to extend the employee's absence from work.
6. A female who fails to return when physically able to work after ~~termination of pregnancy~~ **maternity leave**.

In the event an employee who has lost his accumulated seniority is subsequently rehired by the City, he shall be considered a new employee for all purposes under this Agreement.

ARTICLE 7 REDUCTION IN FORCE

SECTION 7.1

In the event of a lay-off for any reason, in the absence of demonstrated superior performance, ability or disciplinary record, employees shall be laid-off in the inverse order of their seniority in their classification. 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.

SECTION 7.2

Employees may be called back from lay-off according to the reverse order in which the employee was laid off in his job classification.

SECTION 7.3

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, have been notified and had an opportunity to return to work. Employees will be notified by certified mail to their home address on file in the office of the Fire Chief or his designee, and shall be given seven (7) calendar days to return to work.

ARTICLE 8 UNION BUSINESS

SECTION 8.1

The Employer will consider requests from Union representatives for time off to engage in Union business or activity, on an individual basis, always considering that the needs of the Employer come first. Time off granted for such purposes shall be without pay and the Employer's judgment as to its operating needs at any time shall prevail, but such time shall not be unreasonably withheld.

SECTION 8.2

The Employer will make its negotiators available to engage in any negotiation or bargaining that may become necessary at times which are mutually convenient to them and to the Union's non-employee negotiators. The Employer will take into consideration, in responding to requests for negotiations, the work obligations of any employee whom the Union may wish to have present, and endeavor to agree to meetings during their off-duty time; however, one (1) firefighter may be on duty during bargaining.

SECTION 8.3

The Employer agrees to provide wall space for the Union's bulletin board to inform its membership as to Union business. It is, however, agreed and understood that materials to be posted will first be submitted to the Fire Chief or his designee, for his review beforehand.

SECTION 8.4

Union meetings may be allowed at the Fire Station provided they are approved by the Fire Chief or his designee and they do not interfere with City business.

**ARTICLE 9
PRINTING AND SUPPLYING AGREEMENT**

This Agreement shall be copied to the City intranet and made available to employees within twenty (20) working days after final ratification. A signed original agreement shall be provided to the President of the local.

ARTICLE 10 RULES AND REGULATIONS

SECTION 10.1

The Employer retains its right to make and enforce all reasonable rules and regulations concerning all aspects of the Employment relationship, so long as such rules or regulations do not conflict with some expressed provision of this Agreement.

SECTION 10.2

Representatives of the Union will be allowed to have input into any changes in Departmental rules prior to implementation of any such rule or change providing there is sufficient time, and the change is not time sensitive.

SECTION 10.3

Employer shall present new/revised Departmental rules to all members via their City issued email.

ARTICLE 11 MANAGEMENT RIGHTS

SECTION 11.1

The Employer reserves all rights, powers and prerogatives it enjoyed prior to the execution of this contract except as otherwise indicated in this Agreement.

SECTION 11.2

Without limiting the general reservation of rights in Section 1, the Employer exclusively retains and reserves the rights to exercise all rights normally exercised by employers and not expressly limited herein; select employees for hire; determine the duties required by employees in any classification; subcontract all or a part of its work or functions, transfer, layoff, discharge, termination for just cause, recall, and put employees on leave of absence status; determine the nature and extent of services that are to be performed; regulate the use of equipment and facilities; make and enforce reasonable work rules and discontinue operations; and take such measures as management may consider to be reasonably necessary to the orderly efficient and economical operation of the Fire Department.

ARTICLE 12 VACANCIES – PROMOTIONS

SECTION 12.1

In the filling of vacancies which may from time to time occur within the bargaining unit, the Employer shall fill all budgeted bargaining unit vacancies within 90 days, notwithstanding a termination in dispute (i.e. grievance/court).

SECTION 12.2

Whenever a budgeted promotional vacancy exists in the classification of Lieutenant, 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 Fire Chief, or his designee, and Human Resources will meet with the Union to come up with an agreeable qualifications list to participate in the process.

SECTION 12.3

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 12.4

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 two (2) years.

SECTION 12.5

In order to be eligible to participate in the promotional process, the employee, at the time the budgeted vacancy exists, must possess;

- At least five (5) full-time years of service as a South Daytona Firefighter, and;
- Each of the following;
 - Valid Florida Paramedic Certification
 - Current Fire Officer II

SECTION 12.6

Promotion to Lieutenant shall be from an eligibility list, the rankings on which will be determined by:

- A. Written Examination Zero (0)-Twenty-five (25) Points
 - a. Includes a comprehensive written examination of 100 multiple choice questions.
- B. Experience and Proficiency Zero (0)-Ten (10) Points
 - a. Experience-Full-time South Daytona Firefighter-.5 points/year
 - b. Proficiency-Based on your last three annual evaluations.
- C. Education Zero (0)-Twenty (20) Points
 - a. AA/AS Degree-1 point
 - b. BA/BS Degree-2 points
 - c. MA/MS Degree-3 points
 - i. Will only receive credit for the highest degree obtained
 - d. Florida Fire State Certifications-.5 points each
 - e. EMS Related Instructor Certifications-.25 points each
 - f. Disciplinary Records (within the past 5 years)
 - i. Verbal-Negative .5 points each
 - ii. Written-Negative 1 point each
 - iii. Suspension-Disqualified from the promotional process
- D. Oral Board Zero (0)-Twenty (20) Points
 - a. A non-bias panel consisting of at least three assessors, which are currently one rank senior to the promotional candidates and are currently employed in the Fire Service.
- E. Tactical Evolution Zero (0)-Twenty (20) Points
 - a. The Fire Chief, or his designee, and Human Resources shall develop an assessment center designed to measure the cognitive and practical skills needed by a Lieutenant to successfully perform the duties of the position.
- E. Chief's Points Zero (0)-Five (5) Points per Applicant

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 firefighter with the South Daytona Fire Department) will be ranked first.

In the event both applicants have the exact same seniority, the Fire Chief, 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 ten (10) working 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 12.7

The City agrees that the promotional probationary period shall be six (6) months duration.

SECTION 12.8

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 a Fire Lieutenant/Paramedic, whichever is greater.

SECTION 12.9

If sponsored by the City and approved by the City Manager, upon successful completion of the Paramedic Program and passing their state certification, the employee shall be promoted to the position of Firefighter/Paramedic. Employee shall receive a \$1.732/hr wage increase above their base pay or be placed at the starting rate of pay for a Firefighter/Paramedic, whichever is greater. The employee will then be required to pass the clearing process and the "Volusia County Protocol Test" with the Volusia County Medical Director within the next six (6) months following promotion.

ARTICLE 13 PROBATION

During the first twelve (12) months of their employment with the Fire Department all employees are considered to be probationary, meaning that they may be discharged with or without cause, and they are subject to discipline, up to and including dismissal, without recourse to the Grievance Procedure.

ARTICLE 14 GRIEVANCES

A grievance under this contract is any dispute, claim or complaint concerning the interpretation or application of the terms of this Agreement. Every effort will be made by the parties to settle all grievances as soon as possible. Time limits set forth shall be strictly complied with, and can only be waived by mutual agreement of the parties in writing.

- Step 1. All grievances shall first be taken up with the Shift Commander in writing within seven (7) working days * after the occurrence of the event leading to the grievance or when the Shift Commander should reasonably become aware of it. The written grievance shall state the nature of the grievance, the act or acts complained of and when the act or acts occurred, the identity of the employee or employees who claimed to be aggrieved, the precise Article(s), section and/or subsection of the Agreement claimed to have been violated, and the remedies sought. The Shift Commander shall provide an answer in writing to the employee within seven (7) working days *. Failure of the Shift Commander to respond shall be considered a denial of the grievance.
- Step 2. A grievance denied in Step 1 may be taken to the Chief or his designee within seven (7) working days *. The Chief or his designee, shall provide an answer in writing to the employee within seven (7) working days. Failure of the Chief or his designee, to respond shall be considered a denial of the grievance.
- Step 3. A grievance denied in Step 2 may be taken to the City Manager within seven (7) working days *. The City Manager shall provide an answer in writing to the employee within seven (7) working days. Failure of the City Manager to respond shall be considered a denial of the grievance.
- Step 4. A grievance denied in Step 3 may proceed to arbitration as outlined in Article 15.

Failure of the grievant to present the grievance to the City Manager at Step 3 within seven (7) days shall render the grievance abandoned, and no further appeal shall be available to the grievant. In matters involving a formal grievance, the Union shall be given the opportunity to be present at any meeting called for the resolution of such grievance. Where the Union is not representing the grievant, it shall be entitled to be present at any meeting where the grievance is to be resolved but shall not participate in said meeting.

**Working days shall be any full day City Hall is open for business.

ARTICLE 15 ARBITRATION

SECTION 15.1

If the City or the Union, hereunder are unable to reach a settlement of the grievance using the procedures outlined above, either the Union or the City may submit the matter to arbitration by sending to the other party by certified mail, within seven (7) working days after receipt of the decision of the City Manager as set forth above, a demand for arbitration. Only grievances, which have been filed in writing and processed in the manner and within the time limits set forth in Article 14, shall be subject to arbitration.

SECTION 15.2

After a demand for arbitration has been made, either the City or the Union may apply to the federal mediation and conciliation service for a list of seven (7) qualified arbitrators, and from this list one shall be selected by process of elimination. The parties shall strike names from the list alternatively. The moving party shall strike first. The arbitrator remaining after each party has three (3) strikes shall be named the arbitrator for the grievance.

SECTION 15.3

The party referring a grievance to arbitration shall have the obligation of going forward with its case before the other party shall be required to present its case, except that in the case of discipline or discharge, the Employer shall first present its case and carry the burden of proof.

SECTION 15.4

The arbitrator shall have no power to add to or subtract or modify in any way any of the terms of this Agreement. The arbitrator shall not have the authority to hear any matter unless the time limits set forth in the Grievance and Arbitration procedures are complied with. Time limits may only be extended in writing signed by both parties. The award of the arbitrator shall be final and binding on both parties.

SECTION 15.5

In any dispute submitted to arbitration, the arbitrator shall be limited to rendering an award, which is remedial, and under no circumstances shall an employee be made more than whole or receive back pay for a period prior to the date the grievance was first filed in writing and furthermore, no award for back pay shall exceed the amount of wages the employee would have earned at his regular rate less any unemployment he received while not working for the Employer.

SECTION 15.6

The cost of the arbitration shall be borne equally by the parties, except that each party shall pay the full cost of its own witnesses and investigation. Arbitration proceedings shall be reported by an official court reporter at the request of either party. The party requesting the reporter shall pay the cost of same.

SECTION 15.7

When a panel is received from the Federal Mediation and Conciliation Service pursuant to Section (2), either party may reject one complete list of arbitrators.

SECTION 15.8

Upon request of either party, the arbitrator shall rule upon the arbitrability of a grievance, including the timeliness of the grievance and the request for arbitration, before hearing evidence on the merits. If a lawsuit to stay or avoid arbitration has been filed, the arbitration shall not commence prior to the disposition in favor of arbitration in the trial court.

SECTION 15.9

The Union will not be required to process grievances for non-members. However, the Union will be invited to attend any meeting where resolution of grievance may occur.

ARTICLE 16 JOB EVALUATION

SECTION 16.1

Written performance evaluations will be conducted annually on the employee's anniversary month to determine the merit increase for the employee for that year. Employees meeting the mid point range of their pay grade, must score "exceeds expectations" or "excellent" to be eligible for a merit increase. Employees who are at the maximum of the pay range, will receive a lump sum payment for the percent increase appropriate for the merit evaluation rating received. A written performance evaluation may also be utilized when an employee performs in an exceptional manner or has proven substandard work performance. Employees on probation will be evaluated every three (3) months.

SECTION 16.2

The Employer will provide a performance evaluation form that will cover the following areas: job knowledge, work qualification, initiative, attendance, dependability, cooperation, and an overall performance rating. Rating categories will range from unsatisfactory, needs improvement, meets expectations, exceeds expectations, outstanding. An employee common comment section will be provided for documentation on above the employee's signature. Each evaluation will shall contain the City Manager, Department Head, supervisor's and employee's signatures and the reviewing officer's signature.

SECTION 16.3

The rank of Lieutenant will be the lowest rank that can conduct an employee performance evaluation. All evaluations will be reviewed by the Chief or his designee and must be approved by the City Manager.

ARTICLE 17 HOURS

SECTION 17.1

All Fire Department personnel shall work three (3) platoon 24-hour shifts. The 24-hour shift shall commence at 0700 hours and continue through 0700 hours the following day.

SECTION 17.2

~~The City of South Daytona may enter into a mutual agreement contract with an individual employee altering the hours of work (on weekly and annual basis) and job duties. However, this agreement can only be dissolved and/or terminated by the City. The employee shall not have the right to terminate the contractual agreement.~~

ARTICLE 18 SHIFT EXCHANGE

SECTION 18.1

Employees shall have the right to exchange shift assignment, as long as the change does not adversely effect the operation of the Fire Department; provided the Fire Chief or his designee, has been notified in advance and approves the exchange. Such approval shall not unreasonably be withheld. Compensation for the above exchange shall rest exclusively with the two (2) employees agreeing to the exchange.

SECTION 18.2

Shift exchanges shall;

- **Not create Overtime or Working Out of Class pay**
- **Not involve any cash exchanges**
- **Be notated on the respective timesheets and log book**
- **Meet all the requirements of SOP 100.7-Work Exchanges**

ARTICLE 19
WORK WEEK AND OVERTIME COMPENSATION

SECTION 19.1

All overtime hours, which are approved by the Chief or his designee, shall entitle the employee to overtime pay at the rate of time and one-half. Overtime will be dictated by the needs of the Fire Department.

SECTION 19.2

The work cycle shall consist of fourteen (14) days with shifts of 24 hours on and 48 hours off.

SECTION 19.3

For the purposes of computing hours worked for overtime purposes, **Workers' Compensation, Family and Medical Leave Act, Short Term Disability**, jury duty, bereavement leave and scheduled Personal Leave/Compensatory Time approved fourteen (14) days in advance shall be considered as "time worked". Unscheduled Personal Leave/Compensatory Time and all other hours not worked, whether paid or unpaid, will not be considered as "time worked" for overtime purposes.

ARTICLE 20 EMPLOYEE RIGHTS

SECTION 20.1

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

SECTION 20.2

There shall be no discrimination against any employee by reason of race, creed, color, age, natural origin, sex, Union membership or activity, or lack of Union membership or activity. Reference to the use of the word he/she in agreement is for brevity only and shall be interpreted to mean he or she.

ARTICLE 21
WORKING OUT OF CLASSIFICATION

ARTICLE **SECTION** 21.1

An employee required to carry out the duties and responsibilities of a rank or position above which he normally holds for a period of ~~two (2) consecutive~~ **one (1) full** shifts or more, shall be paid a five (5%) percent differential ~~retroactive to the first shift.~~

ARTICLE **SECTION** 21.2

The Fire Chief will not be considered as any type of coverage that would impede someone from working out of their classification.

ARTICLE **SECTION** 21.3

To be eligible to "Work out of Classification", you must possess the following;

- At least four (4) years a full-time South Daytona Firefighter; and,
- Current Fire Officer I Certification

ARTICLE **SECTION** 21.4

Only one firefighter per shift will be eligible for "Working out of Classification" pay and a firefighter is not eligible if on a work exchange.

ARTICLE 22 EDUCATIONAL LEAVE

~~Employees shall be permitted time off to attend fire service related higher education course or programs provided the employee arranges for his replacement to maintain minimum manning levels, if required, while attending such course or programs, with the Chief or his designee, and City Manager's approval.~~

SECTION 22.1

When the Fire Chief sends employees to any classes or training seminars that are approved by the City Manager, the employee shall be permitted to attend the class on their "duty" days with no loss of time or compensation. For the employee's "off duty" days, the employee shall receive overtime compensation in accordance with the Fair Labor Standards Act (FLSA).

SECTION 22.2

The employee may be issued a department/city vehicle to commute to and from the class. If the employee chooses to drive their personal vehicle, the employee shall be reimbursed a per diem for mileage in accordance with the approved IRS standard mileage rate.

ARTICLE 23 TRAINING

Employees who voluntarily terminate their employment within twelve (12) months of any voluntary training (seminars, classes and/or conferences), shall reimburse the City for the related expense of the training. This will not include seminars, classes, and/or conferences mandated by the City and/or Department.

ARTICLE 24
PERSONAL LEAVE
COMPENSATION AT RESIGNATION, DISMISSAL, TERMINATION OR LAYOFF

Employees may accrue up to nine hundred sixty (960) hours of Personal Leave. Employees that separate from the City for any reason will be paid for a maximum of seven hundred twenty (720) hours of Personal Leave.

ARTICLE 25 MANNING REQUIREMENTS

SECTION 25.1

Management reserves the right to determine as deemed necessary for the protection of the district with the consideration of tax paying citizens, manning requirements for the Department.

SECTION 25.2

~~No more than one person per shift shall be allowed to utilize scheduled Personal Leave. Management retains the right to determine manning periodically as dictated by departmental mission requirements. Under certain circumstances the Fire Chief or his designee, may allow up to two (2) persons to be on Personal Leave at the same time.~~

ARTICLE 26 SANITATION AND MAINTENANCE

SECTION 26.1

The Employer agrees to supply and make available all materials required for the day-to-day maintenance and upkeep of all firehouses. The Employer furthermore agrees to supply all items necessary to maintain satisfactory conditions of all quarters within all firehouses. The City will make available clean bed linen, bath towels, washcloths and kitchen towels.

SECTION 26.2

Employees from time to time may be assigned duties which are unrelated to fire fighting, fire prevention, rescue, salvage, overhaul work, care, maintenance of fire fighting equipment and apparatus or any other similar work. However, employees shall not be assigned to perform unrelated duties which are onerous or unreasonable.

SECTION 26.3

It is specifically understood that duties relating to the maintaining of the fire stations and the grounds surrounding them which have been performed in the past are not onerous or unreasonable.

SECTION 26.4

The City shall provide routine cleaning services on a daily basis for the Fire Station administrative areas which shall be defined as from the door to the kitchen to the North main access door including the hallway. Such cleaning includes emptying garbage cans, cleaning floors and other normal cleaning services as are provided in the City Hall and Police Department. However, the City reserves the right to reduce or eliminate this service if a corresponding reduction is made across the board in the other departments.

ARTICLE 27
APPENDICES AND AMENDMENTS

All appendices and amendments of this Agreement shall be numbered (or lettered), dated, and signed by the responsible parties and shall become a part of this Agreement.

ARTICLE 28 SAVINGS CLAUSE

SECTION 28.1

It is understood and agreed that all provisions of this Agreement are subject to, and must yield to, the laws of the State of Florida, as well as all other laws, regulations, enactments and directives having the force of law.

SECTION 28.2

All Department enactments, directives, rules and regulations currently in existence and not in conflict with a term or provision of this Agreement are recognized and approved.

SECTION 28.3

If any provisions of this Agreement, or part of a provision, shall be declared or rendered null, void or invalid through court action or by reason of legislation, the Agreement shall otherwise remain in full force and effect.

ARTICLE 29 OUTSIDE ACTIVITIES

SECTION 29.1

Employees and managerial personnel shall at all times bear in mind that they are seen by the general public, while off duty as well as while on duty, as personnel of the City of South Daytona and they shall at all times conduct themselves in such a manner as to bring no discredit, directly or by association, upon the Department, and so as to cause no unfavorable publicity to the Department. Nothing herein shall be construed to inhibit the freedom of speech or right of employees and Union representatives to comment on wages, hours and working conditions.

SECTION 29.2

An employee accepting employment with any other employer while employed by Employer shall do so only so long as the employment is not a conflict of interest. In such instances, the employee's primary obligation shall continue to be to the Employer, and he shall arrange his affairs accordingly.

SECTION 29.3

Employees who accept outside employment shall notify the Fire Chief or his designee, in writing. Such notification shall include the name, address and phone number of the employer, and the approximate number of hours worked.

ARTICLE 30 SPECIALTY PAY

SECTION 30.1

Employees who receive certification or completion of specific courses shall be eligible to receive a monthly specialty pay in the amount of fifty (50) dollars. The specialty pay shall commence on the first pay period of the month following notification to Human Resources that the employee has successfully completed the course. Proper notification shall be a copy of the certificate of completion of the course.

SECTION 30.2

An employee can only receive monies for classes or certifications that are not required for the employee's current job description. An employee can only receive a maximum of fifty (50) dollars per month for specialty pay.

SECTION 30.3

Category 1 (1 required)	Category 2 (1 required)	Category 3 (1 required)
Fire Officer I	Fire Officer II	TRT Tech Level
Fire Instructor I	Fire Instructor II	Special Operations
Fire Inspector I	Fire Inspector II	Technician Level
Fire Investigator I	Fire Investigator II	HazMat Technician
		VMR Technician

Category 4 (1 required)	Category 5 (2 required)
SCBA Technician	BLS Instructor
Blue Card	ACLS Instructor
LFTI	PALS/PEPP Instructor
Incident Safety Officer	ITLS Instructor
	CISM

Note: Classes/Certifications must be department sponsored which is determined by department need.

SECTION 30.4

A special project lead as designated by the Fire Chief, or his designee, is compensated at zero (0) dollars per month depending on the scope of the project assigned. Assistants for special projects will be compensated at zero (0) dollars per month. A special project is defined as a designated additional activity or duty outside the scope of the employee's job description assigned by the Fire Chief, or his designee, that increases the employee's daily workload or responsibilities. Examples of special projects may include, but are not limited to the following;

- Training Coordinator
- EMS Coordinator
- Equipment and Station Maintenance
- Infection Control Officer
- Fire Prevention Officer

SECTION 30.5

At no time shall incentive/educational compensation received from the state or federal government be considered part of the total allowable specialty pay.

SECTION 30.6

Additionally, the City will grant an incentive pay of one hundred dollars (\$100) per month for each member who has obtained the State of Florida Pump Operator's Certification. This payment is an incentive only and does not serve as recognition of a new job classification. Members that do not have the certification will not receive "acting pay for working out of classification" when they are designated as the operator/driver of departmental vehicles.

ARTICLE 31 CALL BACK PAY

All employees covered by the terms of this Agreement who are called to come into work from off-duty shall be compensated for a minimum of three (3) hours pay at time and one-half their regular rate of pay except for circumstances where an employee is called into work within two (2) hours of his normal starting time or where an employee is required to continue working beyond his normal shift, in which case the employee shall be compensated for the actual hours worked.

ARTICLE 32 COURT/JURY LEAVE

Leave with pay will be authorized so that employees may perform their civic obligations while on jury duty or while appearing as a required witness in a City related issue. Employees called as witnesses in civil actions or as a witness in civil proceedings not related to the City will be required to use Personal Leave. Employees will return to work immediately after being released if it is a scheduled duty day. Otherwise, employees will return to work on their next scheduled shift. In the event that the employee is required to report to jury duty consecutive days, they will be excused from working the night (1900-0700 hours) portion of their shift. It will be the employee's responsibility to make up for any delinquency in hours. This can be accomplished through either returning to work or subsidizing with personal leave or compensatory time. An employee will receive full pay from the Department, however, proof of serving on jury or as a legally required witness must be provided to the Employer. All fees must be accepted by the employee and endorsed/submitted to the City. The Department will not pay for witnesses who are called on behalf of the Union or any individual within the bargaining unit in law suits or civil (administrative) proceedings against the Employer.

ARTICLE 33
BASIC RATE OF PAY

Basic rate of pay equals annual salary divided by 2756 hours. Salary shall be expressed in dollars and cents per hour.

ARTICLE 34 WAGES

SECTION 34.1

Effective October 1, 2017~~20~~, 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, 2018~~21~~, 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, 2019~~22~~, 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 zero to one and one half percent (0-1.5%).~~

SECTION 34.3

~~Additionally, the City will grant an incentive pay of one hundred dollars (\$100) per month for each member who has obtained the State of Florida Pump Operator's Certification. This payment is an incentive only and does not serve as recognition of a new job classification. Members that do not have the certification will not receive "acting pay for working out of classification" when they are designated as the operator/driver of departmental vehicles.~~

ARTICLE 35 ALCOHOL AND DRUG TESTING

SECTION 35.1

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 does 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 35.2

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

SECTION 35.3

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 circumstance.
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 35.4

When an employee is required to submit to toxicology and/or alcohol testing it shall be limited to those circumstances which indicate that reasonable suspicion 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 35.5

In the event the City requests that an employee submit to breath, blood, urine and/or other tests, in accordance with Florida State Statutes 11.20455, 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 35.6

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 35.7

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 35.8

Direct involvement in an 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. Worker's Compensation injuries shall require post-accident drug testing.

SECTION 35.9

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

SECTION 35.10

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 35.11

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 35.12

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 35.13

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.

SECTION 35.14

The City may conduct random drug/alcohol testing.

ARTICLE 36 UNIFORM ALLOWANCE

SECTION 36.1

The Employer will, at its cost, provide, clean and maintain employee uniforms.

SECTION 36.2

The City will provide one-hundred ~~twenty-five (100 125)~~ dollars to each employee each year to purchase work shoes. The shoes must be of an approved style as set by the Fire Chief or his designee. The purchase procedure will be established by the Department head and disseminated to all employees. Employee who report to work without proper shoes will be sent home without pay to change into the proper shoes.

SECTION 36.3

The City will provide reimbursement, up to a maximum of two hundred fifty (250) dollars for the replacement of corrective lenses if damaged as a direct result of a work related accident. Replacement shall be limited to comparable lenses and shall not include the cost of eye examinations.

ARTICLE 37 EDUCATIONAL TUITION REIMBURSEMENT

SECTION 37.1

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 experiences tests, nor accelerated courses. A maximum of (9) credit hours will be eligible for reimbursement annually. However, the City Manager shall have the authority to adjust the maximum number of hours for courses related to the accomplishment of City goals and the upgrade of services, which require additional educational qualifications.

SECTION 37.2

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. Courses recognized for educational assistance are:

1. 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.
2. In Service Training Courses: Courses in management and supervisory development. All city employees are encouraged to participate in this type of training.

SECTION 37.3

All regular full-time employees are eligible for participation in the City's educational program.

SECTION 37.4

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.

SECTION 37.5

Employees receiving payment for their educational expense from other sources are not eligible.

SECTION 37.6

An employee desiring to participate in the City's 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 concurrence and subsequent approval (Note: The City will not provide reimbursement for any course initiated prior to the date of approval of the application).

SECTION 37.7

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 service be terminated during this period, voluntarily or involuntarily, the City shall be reimbursed for funds paid the employee for education 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 37.8

Upon successful completion of the course, the employee's personnel record will be documented with this educational achievement, and the City Manager will arrange for reimbursement to the employee, expense 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%

SECTION 37.9

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

Satisfactory	100%
Unsatisfactory	0%

SECTION 37.10

Should an employee leave city employment after completion of course(s), and prior to compliance with the terms of his 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 37.11

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 38 PERSONAL LEAVE

SECTION 38.1

Each employee shall earn time with which he may conduct personal business. The time allotted for this purpose shall include all time away from work **due to non-hospitalized illness**. 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 time that is taken after the expiration of accrued time will be without pay. Employees may not use scheduled personal leave until they have completed six (6) months of probation.

Employees who do not use any unscheduled leave during a one (1) year period following their anniversary date (the date used for **merit evaluation** purposes), will receive compensatory time **personal leave** equal to eight (8) hours **added to their personal leave bank, reflected on their next paycheck**. **The eight (8) hours must be used by the following anniversary date.**

SECTION 38.2

Personal Leave for 40 hour employees shall be accrued in the same amounts as provided in the City Personnel Policies Manual for office employees. Personal Leave time for shift employees shall be accrued in the following manner:

Years of Service	Hours Biweekly**
30 days, but less than 4 years	13.6308 plus 1.0000
4 years, but less than 9 years	14.9230 plus 1.0000
9 years, but less than 14 years	17.0769 plus 1.0000
14 years, but less than 20 years	17.5077 plus 1.0000
20 years, but less than 25 years	17.9384 plus 1.0000
25 years, but less than 30 years	19.2308 plus 1.0000
More than 30 years	19.6616 plus 1.0000

**"Hours Biweekly" include 4.1538 hours in lieu of holiday pay. (See Article 40-Holidays)

SECTION 38.3

No more than one person per shift shall be allowed to utilize scheduled Personal Leave. Management retains the right to determine manning periodically as dictated by departmental mission requirements. Under certain circumstances the Fire Chief or his designee, may allow up to two (2) persons to be on Personal Leave at the same time.

ARTICLE 39
SHORT TERM DISABILITY

SECTION 39.1

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 40 HOLIDAYS

SECTION 40.1

The days listed below are designated as official City holidays:

New Year's Day	Easter Sunday
Memorial Day	Labor Day
Independence Day	Thanksgiving Day
*Employee's Birthday	Day after Thanksgiving Day
Christmas Day	Christmas Eve

*Employee's Birthday (see section 40.5 below)

SECTION 40.2

The City Council sets holidays and determines when they will be observed.

SECTION 40.3

Employees required to work from 0700 hours until 1900 hours on the official City holidays listed above (with the exception of the employee's birthday) will receive pay at the rate of 1 ½ times their base rate of pay for the hours of work from 0700 hours until 1900 hours on the actual holiday listed above, not the observed day by the City. Employees working overtime to fill a vacancy on a holiday will not receive holiday compensation unless the overtime is mandatory.

SECTION 40.4

Shift firefighters and paramedics will accrue an additional 4.1538 hours of Personal Leave each pay period in lieu of holiday pay.

SECTION 40.5

Shift firefighters shall be credited with twelve (12) hours of Personal Leave time on the first pay period in January for the birthday holiday to be used as scheduled personal leave at such time as the employee desires.

ARTICLE 41
PENSION AND RETIREMENT PLAN

SECTION 41.1

The City of South Daytona is a member of the Florida Retirement System.

SECTION 41.2

After completing six (6) months with the City of South Daytona, regular employees are eligible to participate, at their own expense, in the City's Deferred Compensation Programs (International City Managers Association (ICMA), Empower Retirement or Mass Mutual). The City will, for employees hired prior to October 1, 1992, pay \$195 per fiscal year into the employee's Deferred Compensation account. Employees hired on or after October 1, 1992, will not be eligible for this compensation pay supplement.

ARTICLE 42 BEREAVEMENT LEAVE

SECTION 42.1

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-eight (48) 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 lineal ascendants/descendants including, but not limited to, 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 42.2

In case of a death of an employee's spouse or child, a maximum of 120 hours of accrued leave may be granted to the employee. The Fire Chief or his designee, 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 42.3

In case of death of any other relatives, an employee may request up to twelve (12) hours with pay to attend the funeral services or up to four (4) hours to attend a memorial service in lieu of funeral services. Requests for time off should be made to the Fire Chief or his designee, who will make the decision after consulting with the City Manager.

ARTICLE 43 MILITARY LEAVE

SECTION 43.1

Any employee who is a member, or any employee who enlists as a member of the National Guard or the Military Reserve Forces of the United States, and who is ordered by the appropriate authorities to attend the prescribed training program shall be granted a leave of absence with pay. The employee shall receive pay for the number of working days occurring in the authorized period, according to his work schedule, less any service pay received, or may retain his military pay and use accrued leave time in lieu of military leave. Any regular officer member who is drafted, or who enters active duty in the Armed Forces or National Guard, shall be granted military leave without pay for the period of military service not to exceed a period of two (2) years.

SECTION 43.2

Employees who request such leave must present appropriate military service orders not later than two (2) weeks prior to the scheduled date of departure. This special leave with pay shall not be granted to an employee if he voluntarily extends the training time caused by excessive absences from reserve meetings during the preceding year.

ARTICLE 44
LIFE INSURANCE/HOSPITALIZATION/WORKERS' COMPENSATION

SECTION 44.1

The first of the month following thirty (30) days with the City of South Daytona, regular full time employees are provided with life insurance and accidental death and dismemberment insurance at the City's expense. Additional life insurance is available at the employee's expense.

SECTION 44.2

The first of the month following thirty (30) days of service with the City of South Daytona, regular full time employees are provided with a choice of hospitalization plans. The City pays the premium for the employee's portion of the coverage for the plan with the lowest cost. If the employee so desires, they may obtain dependent coverage at their own expense, and may upgrade to the alternate plan provided they pay the additional premium. Employees will pay any insurance deductibles as assigned by the carrier.

SECTION 44.3

As required by Florida Law, employees of the City of South Daytona are covered by Workers' Compensation from the date of employment. Employees shall report any on the job injury immediately to their supervisor or person in charge, who shall render the necessary aid and advise the department head. There shall be a Notice of Injury (BCL-1) filed with the Human Resources Director no later than 2:00 P.M. the following day. The City agrees that in the event of an on the job injury to an employee, such employee will receive Workers' Compensation plus a supplement from the City which will, for a maximum of seven hundred fifty six (756) working hours, result in the employee receiving net pay equal to the average net pay the employee received in the thirteen (13) weeks prior to the disability. The time lost as a result of the "on the job injury (Workers' Compensation injury)", will not be charged against any other existing type leave as long as the injury is approved by the City's Workers' Compensation carrier as a legitimate claim. As a condition precedent to obtaining paid disability leave, the employee must formally assign his Workers' Compensation weekly benefits to the City for the period of the disability leave or any extension thereof. The City agrees that any employee injured on the job shall be paid a full twenty-four (24) hours for the day of the accident if his treating physician advised that the employee could not or should not return to work that day. Employees injured in on the job related accidents shall be given light duty assignments, at the rate of pay for the work performed (the employee will stay in his current step in the pay system but will be placed in the appropriate pay grade 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 departmental activities.

ARTICLE 45
TRANSPORTATION AND MILEAGE

This article will remain in accordance with Section 34 of the City of South Daytona Personnel Policies Manual as amended.

ARTICLE 46
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 47
SEVERABILITY CLAUSE**

SECTION 47.1

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 47.2

In the event of invalidation of any Article or Section, both the City and the Union 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 48
TOBACCO USE**

SECTION 48.1

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

SECTION 48.2

Violation of Section 36.1 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 49
DURATION OF AGREEMENT

SECTION 49.1

This Agreement shall become effective October 1, 2017~~20~~ and all Articles shall remain in full force and effect until September 30, 2020~~3~~.

SECTION 49.2

Should either party desire to terminate, change or modify any portion of this Agreement they shall notify the other party in writing no later than June 1st, prior to the termination of this Agreement.

SECTION 49.3

In the absence of such notice, this Agreement shall automatically be extended from year to year thereafter.

SECTION 49.4

Following the sending and receipt of such notice described above the parties shall meet within ten (10) days and negotiate in good faith for a period of thirty days.

SECTION 49.5

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

Dated:

CITY OF SOUTH DAYTONA

SOUTH DAYTONA PROFESSIONAL
FIREFIGHTERS, IAFF LOCAL #3193

Joseph Yarbrough
James L. Gillis, Jr.
City Manager

Lieutenant James Fidler
Jacklyn Gonzalez
President