

City of South Daytona

Office of the City Manager

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Memorandum

AGENDA ITEM

E-25 DATE 9/14/20

To: James L. Gillis, City Manager
From: Trudy A. O'Dell, Human Resources Director
Re: Coastal Florida Public Employees Association Collective Bargaining Agreement
Date: September 3, 2020

Negotiations have been completed and the Coastal Florida Public Employees Association 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).

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, the only other change was a small increase in "boot allowance".

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 PUBLIC EMPLOYEES ASSOCIATION

201720-20203

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PREAMBLE

This Agreement is entered into by the City of South Daytona, hereinafter referred to as the "City" or "Employer" and the Coastal Florida Public Employees Association, Inc., hereinafter referred to as the "PEA" for the purpose of promoting harmonious relations between the City and the PEA, to establish an orderly and peaceful procedure, to settle differences which might arise and to set forth the basic and full Agreement between the parties concerning rates of pay, hours of work, and other conditions of employment as provided by law. The term "Designated City Representative" shall mean the representative appointed by the City Manager.

ARTICLE 1
RECOGNITION

The City hereby recognizes the PEA 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 in its certification No. 881. 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 DISCRIMINATION

The parties hereto agree, jointly and severally, to abide by all valid laws, State or Federal, concerning employment discrimination. With respect to association membership or activities, both parties will respect the right of the employees, meaning that the unit employees are free to join the association and participate in its activities if they want to, and they are also free as individuals to reject Union membership and to refuse to support the Union or pay dues to it, without being subjected to any kind of harassment in compliance with Florida Statute, Section 447.301.

ARTICLE 3 DUES CHECK-OFF

Section 3.1

The Employer agrees to deduct from the pay of employees in the bargaining unit who authorize such deduction by way of written wage assignment, properly written, executed and delivered to the Employer, and to transmit to the Association the amount of Association dues and assessments which are uniformly charged by the Association to all members in the Unit.

Section 3.2

The Employer shall deduct a specific amount for dues from each paycheck in accordance with a mutual agreement by the City and the Association. If the employee involved has insufficient pay coming to him with respect to that pay period to cover the full amount of the dues and/or assessments charged, the Employer shall have no obligation.

Section 3.3

The Employer shall not, in any circumstance, be required to deduct more than one month's dues or assessments from the pay of any employee with respect to any calendar month. There shall be no obligation to make deductions in order to pay dues or assessments in arrears, even if the arrears are due to past honest error on the Employer's part.

Section 3.4

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

Section 3.5

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

Section 3.6

The City shall remit monies collected to the Treasurer of the PEA monthly. The City remittance will be deemed correct if the PEA does not give written notice to

the City within thirty (30) calendar days of the remittance, or its belief with reasons stated therefore that the remittance is incorrect.

Section 3.7

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

Section 3.8

An employee may revoke his authorization for deduction of dues provided the employee gives thirty (30) days written notice to the City and PEA. Upon receipt of such notification, the City shall terminate dues on the pay day immediately following expiration of the thirty (30) day notice period. In the event the PEA delivers additional dues authorization to the City, it is agreed that the City shall have thirty (30) days from the date of delivery in which to commence the dues deduction procedure.

Section 3.9

The Association will pay \$75.00 annually, due October 1st, to the City for deducting union dues.

ARTICLE 4 MANAGEMENT RIGHTS

Section 4.1

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

Section 4.2

In addition, the Association recognizes the sole and exclusive rights, powers, and authority of the Public Employer 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 4.3

If a civil 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 4.4

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 the Agreement are not in any way, directly or indirectly, subject to the grievance procedure.

Section 4.5

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.

Section 4.6

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 of Federal or Florida Statutes.

ARTICLE 5 EMPLOYEE RIGHTS

Section 5.1

Nothing contained in this Agreement shall foreclose any employee covered by this Agreement from pursuing any right or remedy, including the grievance procedure with or without representation of the Employee Organization. Further, nothing contained in this Agreement shall foreclose any employee from discussing a work related problem directly with his Department Head, and then thereafter, other departmental officials without the intervention of the Association, provided that the immediate supervisor or other departmental officials agree to discuss and/or attempt to resolve the matter outside the formal grievance procedure.

Section 5.2

In matters involving a formal grievance, the PEA shall be given the opportunity to be present at any meeting called for the resolution of such grievance except as noted in Article 5. References to the word He in this Agreement is for brevity only and shall be interpreted to mean he or she.

ARTICLE 6
GRIEVANCE AND ARBITRATION PROCEDURES

Section 6.1

In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is agreed and understood that there shall be a procedure for the resolution of grievances between the parties and that such procedure shall cover grievances involving the application or interpretation of this Agreement.

Section 6.2

Every effort will be made by the parties to settle any grievance as expeditiously as possible. Should the grieving party fail to observe the time limits as set out in the steps of this Article, his grievance shall be considered conclusively abandoned. Any grievance not answered by Management within the prescribed time limits shall automatically advance to the next higher step. Working days as herein referred to shall mean days in which the City is conducting normal business office activities. Grievances shall be presented in the following manner:

Step 1 The employee shall first take up his grievance with the supervisor within ten (10) working days of the occurrence of the event(s) which gave rise to the grievance or from the date on which the employee becomes knowledgeable of the cause of action. If the employee was on annual leave, sick leave, or other compensated leave, the ten (10) working day period shall commence immediately upon the employee's return from such compensated leave. The first step between the employee and his immediate supervisor shall be on an informal and oral basis, and shall not involve the PEA or any other representative of the employee, unless requested by the employee.

Step 2 Any grievance which cannot be satisfactorily settled with the supervisor shall be reduced to writing by the employee and shall be taken up with the Department Head. Such grievance shall be presented to the Department Head in writing within ten (10) days after completion of Step 1. The Department Head shall, within ten (10) working days after presentation of the grievance render his decision of the grievance in writing, unless a longer period is mutually agreed upon.

Step 3 Any grievance which cannot be satisfactorily settled with the Department Head shall be taken up with the City Manager, either through a representative of the Employee's Organization and the employee or by the employee himself at the employee's option. The grievance as specified in Step 2 shall be discussed by and between the employee and/or the representative of the Employee Organization and the City Manager within ten (10) working days after the completion of Step 2. The City Manager shall within ten (10) working days after this discussion (or such longer periods of time as is mutually agreed upon) render his decision in writing, with a copy to the employee and/or representative of the Employee Organization.

Section 6.3

When 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 representative, in writing, directly to the Department Head as in Step 2, within ten (10) days of the occurrence of the event (s). Where it is applicable to a number of employees, each such employee for whom relief is sought shall be identified in the grievance, provided that no retribution will be taken against those so identified.

Section 6.4

If the parties hereunder are unable to reach a settlement of the grievance using the procedures outlined above, either party may submit the matter to arbitration by sending to the other party by Certified mail within thirty (30) calendar days after the 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 6 shall be subject to arbitration.

Section 6.5

After a demand for arbitration has been made, either party may apply to the FMCS 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 alternately. 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 6.6

The party referring a grievance to arbitration regardless of the issue shall have no obligation of going forward with its case before the other party shall be required to present its case or submit any testimony.

Section 6.7

The arbitrator shall have no power to add to or subtract from or modify in any way any of the terms of this Agreement. Any decision of the arbitrator must be based upon competent, substantial evidence. 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 periods may only be extended in writing signed by both parties.

Section 6.8

The award of the arbitrator shall be final and binding on both parties.

Section 6.9

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 recorded by an official court reporter at the request of either party, with the cost of the reporter and the arbitrator's copy of the transcript to be considered a part of the arbitrator's expenses.

Section 6.10

When a panel is received from the FMCS pursuant to Section 2, either party may reject one complete list of arbitrators.

Section 6.11

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 \$2,000 bond, or an appropriate amount of personal leave, to a City account to cover the employee's share of cost of arbitration.

ARTICLE 7 RULES AND REGULATIONS

Section 7.1

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 express provision of this Agreement.

Section 7.2

The City retains the right to make the final decision on promulgation and implementation of any rules or regulations.

Section 7.3

It is agreed and understood that the PEA will be provided with one (1) copy of any rules and regulations, policies, programs or procedures, which are new and/or replace, update, and/or supersede the City's and/or individual Department's present rules and regulations, policies, programs and procedures. They shall become effective when they receive the final approval of the appropriate City authority.

Section 7.4

The City shall provide a copy of any newly proposed rule or regulation, program, policy or procedure as well as any amendment or revision thereto, to the Association. The Association shall submit any written comments it may have concerning said proposal to the Department Head and/or within ten (10) calendar days. Any written comments submitted by the PEA shall be considered.

ARTICLE 8
VACANCIES - PROMOTIONS

Section 8.1

The City, whenever possible, prefers to promote its qualified employees to fill job vacancies with the City. Job vacancies will be posted throughout the City for a period of ten (10) calendar days prior to advertising the position to the general public. Positions will be advertised only if no qualified applicant is found within the organization.

Section 8.2

In the filling of vacancies within the bargaining unit by means other than the hiring of new employee or employees, the Employer will give consideration to test results, skill, ability, length of service, attendance, punctuality, and the individual's potential for services as a supervisory, managerial or administrative employee, such potential being a matter addressed by the Employer's discretion.

ARTICLE 9 LAYOFFS

Section 9.1

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 shall prevail.

Section 9.2

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 up to a maximum period of six months.

**ARTICLE 10
PERSONNEL FILES**

Section 10.1

All employees covered by this Agreement shall have access to their individual personnel files by prior appointment with the Human Resources Director or her designee. All items contained in such a file shall be available for review and the employee may have a copy of anything in his file.

Section 10.2

The employee shall have the right to file a written response to any letter of reprimand or other documents which are placed in the employee's official personnel file subsequent to the effective date of this Agreement as a result of supervisory action or citizen's complaint. At the employee's request any such written response shall be included in the employee's official personnel file together with the letter of reprimand or other documents against which it is directed.

ARTICLE 11
TEMPORARY ASSIGNMENT TO A HIGHER CLASSIFICATION

An employee who is temporarily assigned to a supervisor's position shall be entitled to a five (5) percent increase in pay commencing on the first day of the assignment.

ARTICLE 12 TRAINING

Section 12.1

The City agrees to make a good faith effort to promote on-the-job training for the purpose of improving the performance of employees, aiding employees to equip themselves for advancement to higher positions and greater responsibilities, and improving the quality of service rendered to the public. Some of the training must, by its nature, be subject to available funds. The City will consider seniority in determining who receives training.

Section 12.2

The City will not require any employee to attend training to improve job performance and/or training in specialized techniques, outside his normal working hours unless he is paid for it.

Section 12.3

An employee may request from his supervisor what course of action he should take to prepare himself for future training when his current request for training has been denied. An employee whose request for training has been denied can grieve but not arbitrate the matter.

**ARTICLE 13
STRIKES, PICKETING, LOCKOUT OR
INTERFERENCE WITH OPERATIONS**

The Association and the City agree that sections 447.505 and 447.507 of the Florida Statutes shall govern their relations regarding the prohibition of strikes.

ARTICLE 14 SENIORITY

Section 14.1

Seniority is defined as the total length of continuous service with the City, computed from the date of last hire.

Section 14.2

Probationary Period - New employees and those hired after a break in service shall, for the first six (6) months, be regarded as probationary employees. Employees remaining in the employment of the Employer after the first six (6) months will receive seniority from the date of original hiring unless probation has been extended pursuant to Section 3.

Section 14.3

Prior to the end of the six (6) month probation the Employer may extend the probation period an additional six (6) months. Such extension shall be in writing.

Section 14.4

Termination of Seniority - All Seniority shall terminate if an employee:

1. Quits;
2. Is discharged for just cause;
3. Is laid off for a period of time exceeding his length of continuous service at the time of layoff, up to a maximum of six (6) months;
4. Fails to report to work within three (3) calendar days after due notice by the Employer; by certified mail, to the employee's last known address to return from layoff;
5. Is absent for two (2) consecutive working days without permission, or without notice to the Employer;
6. Retires;
7. Is unable to return to work for a period of one (1) year due to injury or illness.

ARTICLE 15
DISCIPLINARY ACTION INVESTIGATION

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 or sent by Certified Mail, Return Receipt Requested, to the employee no later than the effective date of the action. Upon request, an employee may obtain a copy of any statement which he (personally) has given to the City in connection with any formal investigation based upon which disciplinary action can or will be taken against the employee.

Section 15.2

In the event an employee becomes the subject of a formal City investigation arising from a citizen complaint or allegation, the City shall notify the employee of the investigation, provide the name of the complainant filing the charge, and furnish a copy of the allegation and policy violations that were allegedly violated, to the employee prior to questioning. The employee will be notified of the disposition of the complaint upon the conclusion of the formal investigation.

Section 15.3

At the request of any employee under formal investigation he shall have the right to be represented by counsel or any other representative of his choice (at his/her own expense) who shall be present at all times during interrogation in which the employee is being questioned relative to alleged misconduct that could result in disciplinary action. Prior to any questioning the employee will be asked if they wish to contact a representative.

Section 15.4

The City shall not discharge or discipline any employee without just cause and due process. If, in any case, the City feels there is just cause for suspension or discharge, the employee will be notified in writing. All copies shall be served upon the employee by a supervisor or higher.

Section 15.5

The City agrees that no adverse action will be taken against any employee for exercising the rights provided for in this Article.

Section 15.6

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

**ARTICLE 16
DISCIPLINE/DISCHARGE**

Section 16.1

During the first six (6) months of their employment with the City or twelve (12) months if extended under Article 14.3, all employees are considered to be probationary employees, meaning in part that they are subject to discipline, up to and including dismissal with or without cause, and without recourse to the grievance procedure.

Section 16.2

The following list of causes, which shall be deemed just reasons for severance of the employment relationship, is illustrative but not all inconclusive:

1. Drinking or being under the influence of intoxicants, narcotics, controlled substances or hallucinogens during duty hours.
2. Dishonesty.
3. Fighting on duty or in uniform.
4. Insubordination.
5. Violation of a publicized employment rule or regulation.
6. The use of profanity or obscene language in addressing supervisory or managerial personnel in a disrespectful manner.
7. Proven substandard work performance.
8. Failure to abide by prescribed standards as to personal appearance, sanitation or safety.
9. Any physical condition which impairs the employee's ability to perform all the duties of his job at a satisfactory level on a permanent basis, or for one (1) year.
10. Habitual tardiness.
11. Unauthorized use of the Employer's property.
12. Unauthorized use of the Employer's premises.

13. Having two or more unreported occurrences, or unexcused occurrences, or a combination of both during a period of one (1) year, except in the case of an emergency.

**ARTICLE 17
ACCESS TO PREMISES**

The Association and its representatives, attorneys, agents and persons acting in its behalf shall have access to the Employer's premises and work locations and property, real and personal, on the same basis and subject to the same rules, policies and limitations as are members of the general public. However, in an emergency situation as declared by the City Manager, or a civil defense authority, no visitation will be allowed.

**ARTICLE 18
BULLETIN BOARDS**

Section 18.1

The City agrees to provide reasonable space for bulletin boards for the Association's use. The bulletin boards will be provided by the Association.

Section 18.2

The City shall permit the Association to post notices of the Association's business after first presenting said notice(s) to the Department Head.

ARTICLE 19 VOTING

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

ARTICLE 20
LEAVE OF ABSENCE

Section 20.1

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

Section 20.2

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

ARTICLE 21
HOURS OF WORK AND OVERTIME

Section 21.1

Forty (40) hours shall constitute a normal work week for an employee covered by this Agreement. Nothing herein shall guarantee any employee payment for a forty (40) hour week unless the employee actually works forty (40) hours or actual hours worked, authorized paid leave, and holiday hours total forty (40) hours. Personal Leave/Compensatory Time approved two weeks (14 calendar days) in advance will count as time worked for the purpose of calculating overtime.

Section 21.2

Hours worked in excess of the regular forty (40) hour work week shall be compensated at the rate of time and one-half of the employee's regular straight time rate. Paid holidays are treated as time worked in computing overtime. Other paid or unpaid leaves are not treated as time worked in computing overtime.

Section 21.3

If an employee covered by this Agreement is called out to work outside his normal working hours, he shall receive a minimum of three (3) hours pay at the rate of time and one-half his regular straight time rate. This does not apply to hours which abut the normal work shift either before (within 2 hours), or after the shift (within thirty (30) minutes) or prescheduled overtime hours.

Section 21.4

No City official shall take action to cause nonpayment of time and one-half when the employee has performed work which entitles him to such payment.

Section 21.5

Work schedules will not be changed or altered in the middle of the work week to avoid payment of overtime.

Section 21.6

An employee who, in the exercise of his official duties, is ordered or required by the City to appear in court or for related depositions shall receive a minimum of three (3) hours pay at the rate of time and one-half his regular rate when such time is outside the employee's normal work hours.

Section 21.7

If, in the discretion of the City Council and/or the City Manager, it is determined that civil emergency conditions exist, including riots, civil disorders, hurricane conditions or what is judged to be a public danger or emergency, the provisions of this Agreement may be suspended during the time of declared emergency, provided, however, that the wage rates and monetary fringe benefits shall not be suspended, and the right of the PEA to grieve the suspension of the Agreement shall not be limited to rate and fringe benefits only.

Section 21.8

There will be no duplication premium payments and no claim that provide for "overtime on overtime".

Section 21.9

Employees required to attend scheduled meetings at times outside their normal working hours will be compensated at a minimum of two (2) hours. These hours will not count towards overtime payment. The Department Head/City Manager shall have the option of adjusting the employee's hours, in lieu of payment with regard to meeting hours. Any schedule adjustment will be made during the pay cycle.

Section 21.10

There will be no change in the current established work schedules unless mutually agreed upon by the City and the Association.

ARTICLE 22 OUTSIDE ACTIVITIES

Section 22.1

Employees shall at all times bear in mind that they are seen by the general public, while off duty as well as on duty, as personnel of the City of South Daytona, Florida, and they shall at all times conduct themselves in such a manner as to bring no discredit, directly or by association, upon the City or their Department(s), and so as to cause no unfavorable publicity to the City or the Department(s).

Section 22.2

Employees accepting employment with any other employer while employed by the 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. All outside employment shall be reported to the Department Head.

ARTICLE 23
USE OF CITY PROPERTY

The Association and its employee representatives are strictly forbidden, under any circumstances, from using any City owned equipment for Association purposes, including but not limited to the use of two way radios to announce meetings, etc., use of office equipment including copy machines and typewriters.

**ARTICLE 24
PHYSICAL EXAMINATIONS**

Section 24.1

All applicants considered for employment in the City shall undergo a physical examination, including drug and alcohol testing, by a physician duly licensed to practice in the State of Florida. This physical examination should be taken prior to reporting for the first day of work. The cost of the physical examination shall be paid by the City. If the employee voluntarily leaves the City within the probationary period, the cost of all pre-employment screening will be deducted from the last paycheck. Anytime during the course of employment the City Manager shall have the right to require an employee to undergo a physical examination by a physician duly licensed to practice in the State of Florida, except for drug testing which will be conducted in accordance with the Alcohol and Drug Testing Article contained in this agreement. The City shall pay the cost of said physical examination.

Section 24.2

Each employee may be required, at the discretion of the City Manager, to undergo a yearly physical examination at the City's expense.

ARTICLE 25
MILEAGE AND PER DIEM

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 26 WAGES

SECTION 26.1

Effective October 1, 2017~~20~~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~~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~~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 26.2

~~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%).~~

ARTICLE 27
ALCOHOL AND DRUG TESTING

Section 27.1

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 27.2

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 27.3

For individuals required to hold Commercial Driver's Licenses, Federal laws will prevail.

Section 27.4

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 27.5

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

Section 27.6

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 27.7

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 27.8

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 27.9

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 in cases where the employee's action(s) played a part/resulted in the accident.

Section 27.10

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

Section 27.11

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 27.12

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 27.13

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 27.14

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 28 EDUCATION

Section 28.1

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 experience tests, correspondence courses nor courses related to accelerated college programs. Denied courses can be appealed to the City Manager for interpretation, but not through the grievance procedure. A maximum of nine (9) credit hours will be eligible for reimbursement annually.

Section 28.2

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 increases, 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 28.3

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

Section 28.4

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 28.5

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

Section 28.6

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 28.7

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 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	Reimbursement to City of Course(s)
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%

**ARTICLE 29
TUITION REIMBURSEMENT**

Section 29.1

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%

Section 29.2

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

Satisfactory	100%
Unsatisfactory	0%

Section 29.3

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 29.4

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 30
UNIFORM, CLOTHING AND EQUIPMENT

Section 30.1

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.

Section 30.2

The City agrees to have each serviceable vehicle inspected by a qualified mechanic. All vehicles will contain standard safety equipment.

Section 30.3

The City will furnish and maintain all safety equipment and practices. The City agrees that it shall conform to all standards required by the federal government and its regulatory agencies, and shall implement the use of only such equipment that will promote the safety and welfare of all employees covered under this Agreement. All vehicles will contain standard safety equipment.

Section 30.4

Employees in positions currently requiring safety shoes shall receive a shoe allowance of one-hundred **twenty-five** (~~100~~**25**) dollars. Employees currently required to wear a City specified non-safety shoe shall receive a shoe allowance of fifty (50.00) dollars. Police Department employees, required to wear a uniform every day, shall receive a shoe allowance of sixty-five (65) dollars per year.

**ARTICLE 31
PERSONAL LEAVE**

Section 31.1

After successfully completing thirty days of full-time service, each employee shall earn Personal Leave time with which he/she may conduct personal business. The time allotted for this purpose shall include all time away from work due to non-hospitalized illness. The amount of time earned by an employee shall be computed on bi-weekly basis, based upon a forty (40) hour work week. 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. New employees shall not be eligible to use scheduled personal leave during probation.

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.

Section 31.2

Personal leave shall be accrued in the following manner for 40 hour personnel:

<u>Years of Service</u>	<u>Hours/Pay Period</u>	<u>Total Hours/Year</u>
30 days, but less than 4 years	6.7693	176 hours
4 years, but less than 9 years	7.6923	200 hours
9 years, but less than 14 years	9.2308	240 hours
14 years, but less than 20 years	9.5385	248 hours
20 years, but less than 25 years	9.8462	256 hours
25 years, but less than 30 years	10.7693	280 hours
More than 30 years	11.0770	288 hours

Section 31.3

Each employee may accrue up to seven hundred twenty (720) hours of personal leave time. Employees that separate from the City, except as stated in Section 31.5, will be paid for accrued personal time not to exceed a maximum accrual of five hundred seventy (570) hours. Employees who retire from the City with more than twenty-five (25) years of service shall be entitled to receive payment for all personal leave time to a maximum accrual of seven hundred twenty (720) hours.

Section 31.4

An employee who desires to resign in good standing shall submit his/her written resignation to his/her supervisor or Department Head at least two weeks before leaving, and must state the date the resignation shall become effective and the reason for separation. Failure to comply with this procedure may be considered cause for denying such employee future employment by the City.

Section 31.5

A resignation, as a result of an unauthorized absence, does not entitle the employee to payment of any benefit due, except as provided by law. The resignation by the employee is considered to be "not in good standing" as a direct result of the unauthorized absence.

ARTICLE 32
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 33
HOLIDAYS

Section 33.1

Days listed below are designated as official City holidays:

New Year's Day	Good Friday
Memorial Day	Labor Day
Independence Day	Thanksgiving Day
*Employee's Birthday	Day After Thanksgiving Day
Christmas Day	Day designated by the City Manager

*Employee's Birthday (during employee's birth week)

Section 33.2

The City Council sets holidays and determines when they will be observed. If a holiday falls on Saturday, it may be observed on the previous Friday. If it falls on a Sunday, it may be observed the following day, Monday. Holidays will be regarded as eight (8) hours.

Section 33.3

Employees who are required to work on an official City holiday will receive their regular pay plus holiday pay at the rate of one point five (1.5) times their base rate for eight (8) hours. Employees required to work the holiday, in lieu of holiday pay, may have the option of banking the eight (8) hours as leave time.

Section 33.4

Temporary and part-time employees who are not regular employees will not be paid for official holidays except when their normal city duty falls on the holiday.

Section 33.5

All employees who are not required to work (including those on scheduled days off) will receive their regular rate of pay for eight (8) hours, provided that the payment shall not apply in cases of unauthorized absence or unauthorized use of sick leave on either or both of the employee's last scheduled day before the holiday and/or his first scheduled work day after the holiday.

Section 33.6

Birthday holidays will be scheduled as time off.

**ARTICLE 34
RETIREMENT PLAN**

The City participates in the Florida State Retirement System. Full time regular employees are eligible to participate, at their own expense, in the City's Deferred Compensation Program.

The City will, for employees hired prior to May 1, 1993, pay \$195.00, per fiscal year, into the employee's Deferred Compensation account. Employees hired on or after May 1, 1993, will not be eligible for this Compensation pay supplement.

ARTICLE 35
JURY DUTY

If employees are summoned for jury duty, they will be granted the necessary time off with pay for this civil service. A request for such time off must be made to their Department Head who will notify the City Manager's office, stating the approximate length of the employee's absence. Any payment received by the employee shall be turned over to the City.

ARTICLE 36
INSURANCE /WORKERS' COMPENSATION

Section 36.1

The first of the month, following one month of employment 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 36.2

The first of the month, following one month of employment with the City of South Daytona, regular full time employees are provided with a choice of hospitalization plans. The City pays the lowest cost premium for the employee's portion of the coverage for the plans offered. If the employee so desires, they may obtain the other plan coverage as well as dependent coverage at their own expense.

Section 36.3

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 State of Florida Notice of Injury filed with the Personnel Office 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 ninety (90) work days (based on a 40 hour week), 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, during the ninety (90) day period, will not be charged against any existing type leave time. 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 eight (8) hour wage 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 37 BEREAVEMENT LEAVE

Section 37.1

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 (40) 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 37.2

In case of death of an employee's spouse or child, a maximum of 80 hours of accrued personal/sick 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 37.3

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. If leave is granted, the Department Head shall notify the Personnel Office.

ARTICLE 38
SEVERABILITY CLAUSE

Section 38.1

Should any provision of this collective bargaining agreement or any part thereof be rendered or declared invalid by reason of any existing or subsequently enacted State or Federal legislation or by decree of a court of competent jurisdiction, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 38.2

The parties agree that they shall meet within thirty (30) days of the date when the contract provision was determined invalid, in order to negotiate a replacement provision.

ARTICLE 39
ENTIRE AGREEMENT

Section 39.1

The Parties acknowledge that during negotiations which resulted in this Agreement, each had unlimited right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 39.2

Therefore, the City and the PEA, for the duration of this Agreement, agree that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to, or covered in this Agreement.

Section 39.3

No language in this Agreement shall preclude the parties from mutually agreeing in writing to re-open any of the provisions covered by this contract.

**ARTICLE 40
TOBACCO USE**

SECTION 40.1

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 40.2

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 41
DURATION OF AGREEMENT

This Agreement will be in full force and effect as of the 1st day of October, 2017²⁰ and all Articles shall remain in full force until midnight of the 30th day of September, 2020³ and thereafter from year to year unless notice is given in writing by either party to the other via certified mail, return receipt requested by June 1st, prior to the expiration date, of intent to modify, terminate or change the terms of this Agreement. Notification shall include the Articles the party wishes to renegotiate, and all other Articles shall remain in full force and effect.

CITY OF SOUTH DAYTONA

COASTAL FLORIDA PUBLIC
EMPLOYEES ASSOCIATION, INC.

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

Kevin McCarthy
Staff Representative

ATTEST:

ATTEST:

Approved and ratified this

Approved and ratified this

__ day of _____, 2017²⁰

__ day of _____, 2017²⁰