

by and between
**The City of Daytona Beach,
Volusia County, Florida**
and the
Coastal Florida PBA
(POLICE SERGEANTS AND OFFICERS)
October 1, 2017 – September 30, 2019

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ARTICLE I - PREAMBLE

This Agreement is entered into by and between **The City of Daytona Beach, Volusia County, Florida**; hereinafter referred to as the "City" and the Coastal Florida PBA, hereinafter referred to as the "Union."

ARTICLE II - RECOGNITION

The City recognizes the Union as the exclusive bargaining agent for all employees in the job classifications included in PERC Certification No. 1847, relates to RC-2015-012 (Order Number: 15E-326, issued November 6, 2015). All other persons specifically excluded by the aforementioned certification shall not be included in the bargaining unit and shall not be covered by the terms of this Agreement. The bargaining unit covered hereunder, therefore, shall be as follows:

INCLUDED: Police Officer, Police Officer -42 Hour, Police Sergeant, and Police Sergeant — 42 Hour.

EXCLUDED: Police Chief, Deputy Police. Chief, Police Captain, Police Lieutenant, Police Lieutenant - 42 Hour, Police Reserve Lieutenant, Police Sergeant Non Bargaining, Police Reserve Sergeant, Police Officer Non Bargaining, Police Reserve Officer I, Animal Control Officer, Assistant Supervisor/Evidence & Probe, Assistant Supervisor/Records, Casual Worker - Police Department, Casual Worker, Code Enforcement Inspector, Code Enforcement Supervisor, Communications Coordinator, Community Standards Compliance Manager, Compstat Analyst, Crime Scene Technician, Evidence Clerk, Executive Assistant, Office Specialist II, Paralegal, Police Budget Analyst, Police Grants Specialist, Police Information Systems Analyst, Police OPS Specialist/PIO, Police Special Events Officer, Police Training Specialist, Prisoner Transport Officer, Records Clerk, Senior Account Clerk, Victims Advocate, Victims Advocate - Grant, Professional Standards Personnel, Support Resources Division Personnel, Training Sergeant, Training Officer, Administrative Sergeant, Civilian (non-sworn) Personnel, Part-Time Personnel, and all other employees of the City of Daytona Beach not listed in the above inclusions.

Note: For the purpose of this Agreement, the "Police Chief" shall be substituted for the "Public Safety Director", the "Captain" shall be substituted for "Commander" and the "Human Resources Director" shall be substituted for the "Employee Relations Director" wherever those titles appear.

ARTICLE III - APPENDICES AND AMENDMENTS

3.1 Appendices and Amendments (if any) to this Agreement shall be lettered or numbered, dated, and signed by the parties, and shall constitute part of this Agreement.

ARTICLE IV - NONDISCRIMINATION

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

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

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

ARTICLE V - GENDER

5.1 If the pronoun "he" is utilized in this Agreement, such pronoun shall refer to persons of either sex.

ARTICLE VI - DUES DEDUCTION

6.1 The City agrees to deduct Union dues from bargaining unit employees' wages on a weekly basis for the term of this Agreement.

6.2 The City shall remit monies so collected to the Union within fourteen (14) days of receipt of the billing from the Union.

6.3 The Union shall notify the City of any change in the amount of dues to be deducted at least thirty (30) days in advance of any such change in the amount of deduction.

6.4 Deductions hereunder shall be pursuant to a properly executed dues authorization card.

6.5 Any member of the Union may, on thirty (30) days written notice to the City, require that the City cease making deductions from his/her wages. The City shall forward a copy of such written notice to the Union.

6.6 The Union agrees to indemnify and hold harmless the City, its agents, employees, and officials from and against any claims, demands, or causes of action (including, but not limited to, claims based on clerical or accounting errors caused by accident or unintentional mistakes) of any nature whatsoever, including reasonable attorney's fees, asserted by any person, firm, or entity, based on or relating to any payroll deduction required or undertaken under this Article.

ARTICLE VII - BULLETIN BOARDS

7.1 The City shall furnish the Union with space for a bulletin board (not to exceed thirty-six (36) inches by thirty-six (36) inches) in the Mall area and in CID in the Headquarters Station and at the Beachside Precinct.

7.2 The Union shall provide glass-enclosed and lockable bulletin boards for the aforementioned locations. The Union shall utilize the bulletin boards only to post the following:

- A. Notice of Union meetings.
- B. Notice of Union elections and Union election results.
- C. Copies of the Union's Constitution and By-laws and Amendments thereto.
- D. Notice of recreational and social affairs of the Union.
- E. Copy of this Agreement.
- F. Notices of dues (changes).
- G. Names of Local Union officials (and changes thereto).
- H. Local Union and International Union newsletter (i.e., monthly, quarterly, annual, or special publication).
- I. Minutes of Union meetings.

7.3 All materials placed upon the bulletin boards by the Union will be on official Coastal Florida PBA letterhead and signed by the Union President or his designee. The Police Chief or his designee shall be furnished with a copy of any material to be posted prior to posting.

7.4 Under no circumstances shall the Union post any notice containing material of a political nature or material tending to directly or indirectly disparage or demean the City or any of its elected or appointed officials or employees.

ARTICLE VIII - WORK STOPPAGES

8.1 There shall be no strikes, work stoppages, slowdowns, mass resignations, sickouts, or other job actions or refusal to perform assigned work by the employees covered under this Agreement.

8.2 It shall be a violation of this Agreement for any employee, while on duty, to fail or refuse to cross or pass any picket line or other demonstration if such failure or refusal in any way delays or interrupts performance of work.

8.3 The parties agree that any employee who participates in or promotes any of the aforementioned activities may be discharged or otherwise disciplined by the City. Nothing herein shall restrict the City from levying different disciplinary actions against different employees based on their involvement in activities prohibited hereunder.

8.4 The Union recognizes that the City and the employees covered hereunder are responsible for and engaged in activities which are the basis of the health and welfare of the City's citizens and that, therefore, any violation of this Article would give rise to irreparable damage to the City and the public at large. Should there be any alleged violation of this Article, the Union shall promptly take appropriate action to remedy the situation. For the purpose of this Article, it is agreed that the Union shall be responsible and liable for any act by its agents, representatives, and/or officers, which act constitutes a violation of this Article.

ARTICLE IX - EMPLOYEE DISCIPLINARY PROCEDURES

9.1 The City may, as provided for in other Articles of this Agreement and City, Departmental and Divisional Policy, discipline employees as required. The Grievance and Arbitration Procedure hereunder shall be the exclusive procedure to contest disciplinary action. The City's appeals procedure shall not apply (or be available) to bargaining unit employees hereunder.

9.2 All employees covered hereunder shall be subject to City, Departmental, and Divisional Rules and Regulations.

9.3 Employees shall have the right to request Union representation at all meetings with management in which disciplinary action to the employee may result. Interrogations of employees under investigation for conduct in which disciplinary action may result shall be in accordance with the Florida Law Enforcement Officers Bill of Rights.

9.4 Prior to any suspension or termination, an employee shall be advised of the allegations against him/her and be provided with an opportunity to respond to such allegations to a member of the Command Staff (i.e., lieutenant or above). In any meeting with a member of the Command Staff to respond to such allegations, the employee, if he/she requests, shall be allowed representation. Any findings or recommendations made by said Command Staff member shall be forwarded to the Police Chief before any final decision on the suspension or termination is made.

9.5 There shall be no disciplinary action entered into an employee's personnel file without the employee being made aware of such action. Upon request, the City shall provide the employee with a copy of any notice or report of disciplinary action placed in the employee's personnel file.

9.6 No disciplinary action shall be taken against an employee unless and until the employee is so notified.

9.7 No verbal warning (whether confirmed in writing or otherwise) which is over two (2) years old will be used in the determination of further disciplinary action if the employee has received no disciplinary action for the entire two (2) year period.

9.8 No written warning or written reprimand which is over three (3) years old will be used in the determination of further disciplinary action

9.9 Written warnings and written reprimands three (3) years old or less, verbal warnings two (2) years old or less, and any more severe disciplinary action (discharge, suspension, demotion, etc.) may be used without any restriction in determining further disciplinary action.

9.10 The probationary period for new hires (original appointments) as a sworn Police Officer shall be for a period of eighteen (18) months. All other probationary periods shall be for six (6) months. The probationary period shall be extended for the amount of time necessary to provide active work time equal to a full probationary period when an approved leave, i.e., military leave, FMLA, and/or light duty, for a period of over thirty (30) days, has prevented an employee from actively working the full probationary period.

9.11 During or at the end of the probationary period, any new hire (original appointment) employee whose performance does not meet the required work standards may be dismissed without recourse to the grievance and arbitration procedure in this Agreement or any other appeals procedure. (A dismissed new hire employee may apply for other City positions in accordance with applicable provisions of the Personnel Administration Ordinance.) Upon dismissal of a permanent employee during or at the end of a probationary period in a higher classification (e.g., a promotional probation), the employee shall be returned to the most recent classification which the employee held.

9.12 A new hire (original appointment) employee who has completed the applicable probationary period and who has not received a written notice of dismissal shall be deemed to have successfully completed his/her probationary period and shall be a permanent employee.

ARTICLE X - SENIORITY AND LAYOFFS

10.1 Seniority shall be defined as the length of continuous service in the City calculated from the date of City employment.

10.2 Seniority with regard to classification/rank shall be defined as the length of continuous service in that specific classification within the Police Department calculated from the date of appointment to that classification/rank. The only exception shall be that if an employee served in a higher classification/rank and was subsequently demoted (voluntarily or involuntarily) to a lower classification, seniority with regard to that lower classification/rank shall be calculated from the date of the employee's original appointment to that classification/rank.

10.3 Seniority shall be terminated upon separation from the City. Employees with the same employment date or promotional date shall be assigned their seniority date in order of their ranking on the eligibility or promotional list, whichever is applicable.

10.4 Seniority shall accumulate during periods of absence where the employee remains in pay status. Seniority is not terminated when an employee is on an approved leave of absence without pay; provided, however, that seniority shall not accrue during any period in which the employee is not in paid status.

10.5 In the event there should be a need to lay off employees in the bargaining unit, such layoff shall be governed by the following:

- A. The City shall establish a Retention Register for each bargaining unit classification (e.g., full-time police officer and police sergeant) affected by the layoff. All employees occupying positions in the affected classification shall be placed on the applicable Retention Register according to the number of consecutive years of service with the City and according to current efficiency ratings. One point for retention shall be allowed for each consecutive year of recognized seniority in the competitive service of the City and points for grades on current efficiency (performance evaluation) ratings shall be added as follows: For police officers and police sergeants – “satisfactory” one (1) point; “unsatisfactory” zero (0) points. As each position is abolished, the employee lowest on the Retention Register for the classification in which that position falls shall be removed from employment in that classification.

- B. The employee who is removed from employment in a classification as provided in subparagraph A above shall be demoted to the next lowest classification in the Department. An employee demoted to a lower classification shall be placed on the Retention Register for that classification according to his/her total years of

consecutive City service and current efficiency (performance evaluation) ratings as set forth in subparagraph A above. An employee being so demoted shall displace the employee whose total consecutive years of City service and current efficiency (performance evaluation) rating is lower than that of the employee being demoted. If there is no lower classification to which the employee can be demoted, the employee shall be laid off from the classification he/she currently occupies, and shall be placed on the Retention Register in such classification according to his/her total years of consecutive City service and current efficiency (performance evaluation) ratings.

- C. Two (2) weeks advanced notice will be given to any employee in the event of layoff. The Union will be provided copies of notices of layoff of bargaining unit employees.
- D. All other details concerning lay-off procedures shall be governed by existing City and Departmental Rules and Regulations.

10.6 Bargaining unit employees laid off in accordance with this Article shall be subject to recall as follows:

- A. Bargaining unit employee laid off in accordance with this Article shall be granted first consideration for a vacancy in a Departmental classification for which they are qualified. The order of recall shall be according to total consecutive years of City service and efficiency (performance evaluation) ratings earned in the classification occupied immediately prior to the layoff (i.e., standing on the applicable Retention Register).
- B. In the event of recall from layoff, the City shall notify the recalled employee by telephone and by certified mail or hand-delivery to the last address in the employee's personnel record. Any employee who fails to notify the City of his/her intention to return to work within fourteen (14) days of initial attempted delivery by certified mail or hand-delivery to his/her last recorded address shall forfeit his/her seniority and recall rights.
- C. A laid-off employee shall retain recall rights for two (2) years from the date of his/her layoff.
- D. Additional details concerning recall shall be governed by existing City and Departmental Rules and Regulations.

ARTICLE XI - MANAGEMENT RIGHTS

11.1 The City reserves and retains all rights, powers, prerogatives and authority customarily exercised by management, except as expressly limited or modified by a specific provision of this Agreement.

11.2 The Union and the employees covered under this Agreement recognize and agree that the City has the sole and exclusive right, except as specifically provided for in this Agreement, to manage and direct any and all of its operations. Accordingly, the City specifically, but not by way of limitation, reserves the sole and exclusive right to:

- A. Direct, supervise and maintain the efficiency of all employees and operations of the City;
- B. take whatever action may be necessary to carry out the mission and responsibility of the City in unusual and/or emergency situations;
- C. schedule and assign the work to the employees and determine the size and composition of the work force;
- D. assign overtime work to employees;
- E. determine the services to be provided to the public, and the maintenance procedure, materials, facilities, and equipment to be used, and to introduce new or improved services, maintenance procedures, materials, facilities, and equipment;
- F. hire and rehire and determine the criteria and standards of selection for employment (including minimum qualifications);
- G. fire, demote, suspend or otherwise discipline for cause as set forth in the City, Departmental, and Divisional Rules, Regulations, Policies, and Procedures;
- H. set procedures and standards to evaluate City employees' job performance including the formulation and/or amendment of job descriptions;
- I. determine whether and to what extent the work required in its operation shall be performed by employees covered by this Agreement;
- J. create, expand, reduce, alter, combine, assign, or cease any job;

- K. merge, consolidate, expand, curtail, transfer, or discontinue operations, temporarily or permanently, in whole or part, whenever, in the sole discretion of the City, good business judgment makes such curtailment or discontinuance advisable;
- L. determine the number, location, and operation of all departments and divisions thereof;
- M. contract and/or subcontract any existing or future work for legitimate business reasons;
- N. require any and/or all bargaining unit employees to submit to an examination by a medical doctor (including a psychiatrist) based upon the reasonable belief that the employee is unable to perform any or all of his assigned job duties.

11.3 The above rights of the City are not all-inclusive, but indicate the type of matters or rights, which belong to and are inherent in the City in its general capacity as management. Any of the rights, powers, and authority that the City had prior to entering into this collective bargaining agreement, except as expressly limited or modified by a specific provision of this Agreement, are retained by the City.

11.4 If the City fails to exercise any one or more of the above functions from time-to-time, this will not be deemed a waiver of the City's right to exercise any or all of such functions.

11.5 If, in the sole discretion of the City Manager, it is determined that civil emergency conditions exist, including, but not limited to, riots, civil disorders, hurricane conditions, or any similar or dissimilar catastrophe, the provisions of this Agreement may be suspended by the City Manager during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

11.6 The exercise of the management rights set forth above shall not preclude the Union or any employee covered hereunder from filing a grievance under the Grievance and Arbitration Procedure herein should the Union or the employee feel that the action taken by management violated a specific provision of this Agreement.

11.7 Nothing contained in this Article shall be construed to waive the Union's right to engage in impact bargaining as to the exercise of any of the management rights enumerated above where Florida law requires such bargaining. Where such impact bargaining is requested by the Union and is required by Florida law, the parties shall meet promptly to attempt to resolve the impact item. If the impact item is not resolved within ten (10) days, either party shall be free to invoke the impasse resolution procedure under the Public Employees Relations Act. The parties hereby agree that all impasse resolution procedures must be concluded within sixty (60) days of the notice of the exercise of the management right which provided the basis for the impact bargaining request. Under no circumstances shall the Union's request unreasonably delay the City's exercise of any management right.

ARTICLE XII - GRIEVANCE AND ARBITRATION PROCEDURE

12.1 Bargaining unit employees will follow all written and verbal orders given by superiors even if such orders are alleged to be in conflict with the Agreement. Compliance with such orders will not prejudice the right to file a grievance within the time limits contained herein, nor shall compliance affect the ultimate resolution of the Grievance.

12.2 A "grievance" is a claimed violation of this Agreement, including but not limited to the claim that a discharge or other disciplinary action violated a specific provision of this Agreement. No grievance will or need be entertained or processed unless presented in the manner described herein, and unless filed in a manner provided herein within the time limit prescribed herein. A grievance may be filed by a bargaining unit employee or by the Union. In either case, the procedure to be followed will be the same. The grievant (whether it be the Union or an individual employee) and management may agree to waive Step 1 in any grievance. Grievances which are filed by the Union on behalf of the Union itself or the entire bargaining unit shall be filed with the Department Head or his designee at Step 2, within the time period prescribed in Step 1.

12.3 Grievances will be processed in the following manner and strictly in accordance with the following stated time limits.

STEP 1: An aggrieved employee or the Union shall present in writing the grievance to the aggrieved employee's Police Captain or his designee within ten (10) calendar days of the occurrence of the event(s) which gave rise to the grievance on the prescribed grievance forms which shall be standard forms used throughout the grievance procedure. Upon receipt of the grievance, the Captain or his designee shall forward a copy of the grievance to the Department Head. The grievance shall be signed by the employee and shall state: (a) The date of the alleged events which gave rise to the grievance; (b) the specific Article or Articles and paragraphs of this Agreement allegedly violated; (c) statement of fact pertaining to or giving rise to the alleged grievance; and (d) the specific relief requested. The Captain or his designee shall, within ten (10) calendar days after presentation of the grievance, render his decision on the grievance in writing with copies to the grievant (if an individual employee), the Union, the Department Head, and the Human Resources Director.

STEP 2: Any grievance which cannot be satisfactorily settled with the Police Captain or his designee shall then be taken up with the Department Head or his designee. The grievance as specified in writing in Step 1 above, shall be filed with the Department Head or his designee within ten (10) calendar days after the due date for the Captain's response in Step 1 above. The Department Head and/or his designee shall meet with the grievant (whether it be an individual employee or the Union), the Union Steward, and the Union Representative (non-employee) and shall, within ten (10) calendar days after such meeting, render his decision on

the grievance in writing, with copies to the Grievant (if an individual employee), the Union, and the Human Resources Director.

STEP 3: Any grievance which cannot be satisfactorily settled in Step 2 above shall then be taken up with the City Manager or his designee. The grievance as specified in writing in Step 1 above shall be filed with the City Manager within ten (10) calendar days after the due date for the Department Head's Response in Step 2 above. The City Manager or his designee shall issue his decision in writing on the grievance (with copies to the Grievant, the Union, the Department Head, and the Human Resources Director) within ten (10) calendar days after presentation of the grievance at this step. If the City Manager or his designee deems appropriate, he may meet with the grievant, the Union Steward, and the Union Representative (non-employee) prior to issuing his decision.

12.4 If the grievant (whether it be the Union or an individual employee) is not satisfied with the City Manager's decision in Step 3 above, the grievant may request arbitration by hand delivery or by facsimile (with simultaneous mailing by regular mail) or by certified or registered mail of a written notice to the City Manager within ten (10) calendar days of receipt of the City Manager's written decision. Said written notice of arbitration shall include a written statement of the position of the Union (or the individual employee) with respect to the issues upon which arbitration is being sought. Under no circumstances shall the issues to be arbitrated be expanded from the issues set forth in the original grievance filed at Step 1 of the grievance procedure.

12.5 Within ten (10) calendar days from receipt of such notice of arbitration, the parties (or either party) shall request a list of nine (9) qualified arbitrators from the Federal Mediation and Conciliation Service. The Union and the City will alternately eliminate one at a time from said list of names, persons not acceptable, until only one (1) remains and this person will be the arbitrator. The City and the Union will alternate in the right to first strike names in successive arbitrations with the strike of the first arbitration panel to be determined by the toss of a coin.

12.6 As promptly as possible after the arbitrator has been selected, he/she shall conduct a hearing between the parties and consider the grievance. The decision of the arbitrator will be served upon the individual employee or employees involved, the City and the Union in writing. It shall be the obligation of the arbitrator to make his best effort to rule within thirty (30) calendar days after the hearing. The expenses of the arbitration, including the fee and expenses of the arbitrator, shall be equally divided between the parties. Any party desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share the cost. Each party shall be exclusively responsible for the compensation and expenses of its own witnesses and of its own representatives for purposes of the arbitration hearing.

12.7 The arbitrator will confine his consideration and determination to the written grievance presented in Step 1 of the grievance procedure. The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part

thereof or amendment thereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Agreement; nor shall this Collective Bargaining Agreement be construed by the arbitrator to supersede applicable state and federal laws.

12.8 The arbitrator may not issue declaratory opinions and shall confine himself exclusively to the grievance which is presented to him, which grievance must be actual and existing. With respect to non-disciplinary action grievances, the party filing the grievance and requesting arbitration shall have the burden of proving that the action taken by the non-grieving party violated a specific provision of this Agreement. With respect to disciplinary action grievances, the City shall have the burden of proving that the disciplinary action taken was for cause. The arbitrator's decision shall be final and binding; provided, however, that either party shall be entitled to seek review of the arbitrator's decision in the Circuit Court. The standard of review of the arbitrator's decision on a non-disciplinary action grievance shall be whether the record evidence establishes that the grieving party proved that the action taken by the non-grieving party violated a specific provision of this Agreement. The standard of review of the arbitrator's decision on a disciplinary action grievance shall be whether the record evidence establishes that the City proved that the disciplinary action taken was for cause.

12.9 No decision of any arbitrator or of the City in any one case shall create a basis for retroactive adjustment in any other cases. All claims for back wages shall be reduced by any unemployment compensation and/or interim earnings that the grievant may or might have received during the period involved.

12.10 The resolution of any grievance by the arbitrator or by the parties resulting in retroactive adjustment, including back wages, shall be limited to a thirty (30) day period prior to the date of the filing of a grievance at Step 1.

12.11 It is agreed with respect to this grievance and arbitration procedure that:

- A. It is the intent of the parties that a grievance must be raised at the earliest possible time. Any grievance in order to be entertained and processed must be submitted in a timely manner by the grievant (whether the grievant be the Union or an individual employee).
- B. Grievances not submitted by the grievant in a timely manner shall be conclusively barred on the merits following the expiration of the prescribed time limit. Such a time barred grievance need not be entertained or processed, and only facts disputed as to timing will be the subject of any arbitration resulting from the matter. A grievance which is for any reason not the subject of a timely response by the City or by the Department shall require the grievant to proceed to the next step.

- C. Recognizing that it is in their mutual interests to resolve grievances, including those that proceed to arbitration, as expeditiously as possible but that certain delays result from factors beyond the control of the Union and/or the City (e.g., unavailability of one of the parties for legitimate reasons, schedule of the arbitrator, etc.). The parties agree to make a good faith effort to facilitate resolution of grievances (including those that proceed to arbitration) within one (1) year of filing.

12.12 Nothing in this Agreement shall prohibit the presence of a Union representative at all steps provided in this procedure.

12.13 To the extent required by law, non dues-paying bargaining unit employees may avail themselves of all of the procedures under this Article. To the extent permitted by law, the Union shall have no obligation to represent any non dues-paying bargaining unit employee or pay any legal or arbitration fees and/or costs on behalf of any non dues-paying bargaining unit employee who exercises his/her rights under this Article. If a non-member of the Union requests assistance from the Union and the Union agrees to provide such assistance, the non-member shall be responsible for all costs, including, but not limited to, arbitration fees, witness fees and costs, and all other reasonable charges incurred by the Union in said representation.

12.14 The Grievance and Arbitration procedure set forth herein shall be the sole and exclusive procedure available to bargaining unit employees to contest any alleged violation of this Agreement, including, but not limited to, any claim involving a discharge or other disciplinary action. The parties hereby agree that the City appeals procedures shall not be applicable or available to the employees covered by this Agreement.

ARTICLE XIII - RULES AND REGULATIONS

13.1 The employees covered hereunder shall comply with all rules, regulations, policies, procedures and operating bulletins of the City, the Department and the Division, and any amendments thereto.

13.2 Should the City, the Department, or the Division amend or modify any of the aforesaid rules, regulations, policies, or procedures, a courtesy copy of any such new (or amended) rule, regulation, policy, procedure, or operating bulletin shall be mailed or delivered to the Union and the Union's employee representative within the Police Department at least ten (10) business days prior to implementation. Nothing herein shall restrict the City, the Department, or the Division from implementing any new (or amended) rule, regulation, policy, procedure, or operating bulletin prior to the expiration of ten (10) business days if operational necessity requires such earlier implementation.

13.3 The Union shall be furnished a copy of all current and subsequently amended written rules, regulations, policies, procedures, and operating bulletins pertaining to employer-employee relations and distributed to members of the bargaining unit.

13.4 No disciplinary action will be taken for a violation of a new (or amended) rule, regulation, policy, procedure, or operating bulletin until the passage of at least forty-eight (48) hours after dissemination to the employees. For the purpose of this Article, dissemination of such new (or amended) rule, regulation, policy, procedure, or operating bulletin shall be via electronic mail, telecommunication, station briefing, bulletin board posting, personal distribution, or any other appropriate means.

ARTICLE XIV - UNION BUSINESS

14.1 Nothing contained in this Collective Bargaining Agreement shall preclude any employee covered by this Agreement from pursuing any right or remedy available under this Agreement without representation of the Union. Further, nothing contained in this Agreement shall preclude any employee from discussing a problem directly with his immediate non-bargaining unit supervisor or any other Departmental official without the intervention of the Union; provided, however, that such non-bargaining unit supervisor or other Departmental official is agreeable to having such discussion. Any resolution made by an employee covered hereunder with his non-bargaining unit supervisor shall not set a precedent for the settlement of any other disagreement involving the same or other employees.

14.2 The City shall recognize the following Union Stewards and Alternate Union Stewards to represent bargaining unit employees as described in paragraph 14.3 below:

- (a) Patrol - one (1) Steward and two (2) Alternate Stewards per shift;
- (b) Detectives - one (1) Steward and one (1) Alternate Steward;
- (c) Special Operations - one (1) Steward and one (1) Alternate Steward;
- (d) Community Policing - one (1) Steward and one (1) Alternate Steward.

A written list of the Union Stewards and the Alternate Union Stewards shall be furnished to the Human Resources Director and the Department Head prior to the effective date of the Union Stewards and Alternate Union Stewards assuming their duties. Prompt written notification of changes in the Union Stewards and the Alternate Union Stewards shall be provided to the Human Resources Director and the Department Head. No Union Steward or Alternate Union Steward will be recognized by the City unless such written notification was presented prior to such Union Steward or Alternate Union Steward assuming his/her duties.

14.3 Union Stewards shall be permitted to process formal grievances under the grievance procedure herein while on duty; provided that this activity does not interfere with the Union Steward's duties as an employee, the duties of other employees, or any other aspect of Departmental or Divisional operations. No more than one (1) Steward or one (1) Alternate Steward shall attend a grievance meeting while on duty.

14.4 Under no circumstances shall any Union Steward leave his assigned duties to process a formal grievance under the grievance procedure herein without first obtaining authorization from his/her Police Captain or his/her designee. Such authorization shall not be unreasonably withheld.

14.5 The function of the Alternate Union Steward is to substitute for the Union Steward in the exercise of the duties set forth in 14.3 above if the Union Steward is absent or otherwise unavailable due to leave, training, work assignment, or other operational needs. Where the Alternate Union Steward substitutes for the Union Steward, he/she shall have the same rights and responsibilities and shall be subject to the same restrictions as the Union Steward.

14.6 The Union Stewards and alternates set forth in paragraph 14.2 above shall each be granted four (4) working days per year to attend Union conferences, seminars, or training sessions; provided, however, that such days shall be taken as the employee's scheduled (paid) personal leave. Leave for this purpose shall be granted only where the Department determines that staffing is adequate so that the Department will not incur any overtime costs as a result of the employee's absence to attend the Union function.

ARTICLE XV - UNIFORMS

15.1 The City shall continue to issue and maintain uniforms in accordance with current practice. Should the City decide to change the style of the uniform, said change will be at the City's expense.

15.2 The City shall continue to supply the employees with necessary equipment in accordance with current practice.

15.3 Upon termination of an employee, the uniforms and equipment issued will be surrendered by the employee in like condition as when issued, reasonable wear and tear expected.

15.4 In the event an employee is transferred or leaves the Department, he/she shall return all uniforms and equipment to the Department as a condition precedent to receipt of final pay.

15.5 If requested, a maternity uniform shall be issued to a uniformed bargaining unit employee upon medical verification of pregnancy. The uniform shall be returned to the Department upon commencement of the employee's leave for the birth of the child.

15.6 Effective with the ratification and approval of this Agreement, the clothing allowance for Detectives shall be \$25.00 per week.

15.7 The Patrol Captain, the Support Resource Captain, and one (1) additional Command level officer designated by the Police Chief shall meet with a committee of three (3) bargaining unit members to discuss any recommendations the committee may have concerning uniforms. At the conclusion of such meeting, the Support Resource Captain shall forward any recommendations upon which there is agreement to the Police Chief who shall retain the final authority to accept or reject any such recommendation.

ARTICLE XVI - REPLACEMENT OF PERSONAL PROPERTY

16.1 Replacement of lost or damaged personal property shall normally be the responsibility of the employee. However, the Police Chief, in his discretion, may authorize replacement of (or reimbursement for) eyeglasses, contact lenses, or wrist watches which are damaged as a result of an employee being involved in an unavoidable physical altercation in the line of duty. The employee making the request for replacement of (or reimbursement for) damaged eyeglasses, contact lenses, or wrist watch must provide the Police Chief with a detailed report describing the incident from which the damage resulted and the cause of the damage. The employee must also provide the Police Chief with a certified estimate of the cost of repair or replacement of the damaged eyeglasses, contact lenses, or wrist watch. Reimbursement for damaged eyeglasses or contact lenses shall not exceed One Hundred and Fifty Dollars (\$150.00). Reimbursement for damaged wrist watches shall not exceed Fifty Dollars (\$50.00).

ARTICLE XVII - TRANSFERS AND REASSIGNMENTS

17.1 Except as otherwise provided in this Agreement, transfers and reassignments shall be within the discretion of management.

ARTICLE XVIII - MISCELLANEOUS LEAVE POLICIES

18.1 Jury Duty - Employees summoned to jury duty during their regular scheduled working hours shall receive an amount of compensation which will equal the difference between the employee's regular pay and the compensation paid for jury duty for the time actually spent on jury duty. As a condition precedent to receiving the aforesaid jury duty compensation, the employee must present his/her jury duty summons to his/her shift lieutenant immediately upon receipt and must notify his/her shift lieutenant immediately upon the termination of his/her jury duty.

18.2 Off-Duty Court Appearances - An off-duty employee who is subpoenaed to appear in court as a witness on a matter which arose from his/her performance of his/her official duties shall receive a minimum of three (3) hours pay at time and one-half his/her regular rate or, if greater, the actual time spent in court at time and one-half his/her regular rate. All fees paid to the employee shall be submitted to the employer.

18.3 Leave Without Pay for Personal Litigation - Leave without pay, may, at the discretion of the Police Chief, be granted for court attendance where the employee is the plaintiff, defendant, or a witness in civil or criminal litigation not arising from the performance of his/her official duties as an employee of the City. Where the employee is required to appear in court as a direct result of actions taken in his official capacity as an employee of the City, he/she shall be compensated in accordance with Departmental policy.

18.4 Military Leave - The provisions of Section 70-117, (Pay and status during military leave) City Code of Ordinances, are hereby incorporated by reference. The provisions of Subchapter II of Chapter 38, United States Code (2005), are hereby incorporated by reference (Veterans Employment and Reemployment Rights). Employees of the Department who are called to active duty and are eligible for military leave under Section 70-117, City Code of Ordinances, shall within 48 hours notify their supervisor of their upcoming military duty and shall furnish a copy of their order(s) reflecting same to their supervisor unless military necessity renders the notice impossible or impractical. Employees of the Department upon termination of their active duty status shall notify their supervisor of same within 48 hours of the termination of active duty status. Failure to give the notices required by this Section may result in loss of rights under federal and state law, and/or loss of supplemental pay provided in Section 70-117, City Code of Ordinances.

18.5 Voting - If an employee is unable to vote in a general, primary, or special election (for which he/she is registered and eligible to vote) because his/her hours of work do not allow sufficient time for voting, the Department will make the necessary arrangements to provide the employee with sufficient time to vote in accordance with existing Departmental policy. The employee shall advise his Division Captain of the conflict between his scheduled work hours and the aforesaid election at least seven (7) calendar days in advance. Further, the employee shall provide

the Division Captain with proof that the employee is registered and is eligible to vote in the particular election with which the employee's work hours conflicts.

18.6 Bereavement Leave - In the event of a death in an employee's immediate family, the employee will be allowed to use accrued personal leave, the use of which will be charged as scheduled leave, up to a maximum of forty (40) hours per occurrence. Immediate family shall mean the employee's husband, wife, children, parents, brothers, sisters, grandparents, mother-in-law, father-in-law, and other persons who are part of the employee's household.

ARTICLE XIX - PROMOTIONS

19.1 Except as provided herein, promotional procedures and eligibility requirements for bargaining unit positions shall be governed by current City and Departmental Rules, Regulations, and Procedures.

19.2 An employee shall be eligible to take the Sergeant's promotional examination if he/she has served as a City of Daytona Beach full-time police officer for five (5) consecutive years immediately prior to the promotional examination and has an Associate's Degree in Criminal Justice or related field, or has served ten (10) years as a City of Daytona Beach full-time police officer with a total of five (5) consecutive years of service immediately prior to the examination; provided, however, that any employee meeting the first listed requirement herein shall have two (2) points added to his/her total examination score.

19.3 An employee shall be deemed ineligible to sit for the exam if he/she has received an Unsatisfactory rating in the performance evaluation immediately preceding the promotional exam.

19.4 To the extent that a promotional examination contains multiple choice and/or essay questions dealing with supervisory principles, practices, and techniques, the primary source(s) of such questions shall be identified in the Bibliography set forth in the examination announcement.

19.5 A written multiple choice examination shall be administered to all candidates that apply prior to the deadline as posted, and are deemed eligible by the Human Resources Department. The examination shall be scored by the Test Administrator(s), and the top 30 scorers shall continue to the next phase of the promotional exam process. The top scorers shall be notified as to the date and time for the next phase of the process which may include a written essay, in-basket, and/or interview. Candidates that complete all portions of the process and achieve a passing score of at least 70% on all portions combined (multiple choice, essay, in-basket, interview), shall receive the following credits and placement on the eligible list in rank order by total score inclusive of the following credits:

Seniority - .25 for each year of sworn service in the DBPD.

19.6 Interview panels utilized in testing for promotions to bargaining unit positions shall be made up of individuals from outside the Department. Any law enforcement officer selected to serve on such an oral review panel shall be actively employed by a Florida state, county, or municipal jurisdiction (other than the City of Daytona Beach) and shall hold the rank of lieutenant or higher. The City shall select the interview panel members. Insofar as practical, the City shall attempt to select panel members who did not serve on the interview panel for the examination (i.e., for the same rank) immediately preceding the current examination. As required by the number of candidates, multiple interview and/or rating panels may be utilized.

19.7 During the exam, candidates shall not be allowed to leave the testing room once the exam has begun. There shall be no cell phones or other electronic devices, and no purses, backpacks, extra clothing (sweaters, jackets), or other documents allowed into the testing area unless specifically announced. Use of the training room camera system is recommended.

19.8 Any employee who receives a suspension without pay within twelve (12) months prior to a promotional examination shall have his/her score on said promotional examination reduced by two (2) points. Should the employee contest his/her suspension without pay through the grievance/arbitration procedure, points will not be deducted until completion of the grievance/arbitration and there is a final determination as to his/her suspension.

19.9 Promotional procedures and eligibility for promotions to positions excluded from the bargaining unit under Article II (Recognition) shall be determined by City and Departmental Rules, Regulations, and Procedures only.

19.10 Upon being promoted to a higher level position, an employee covered hereunder shall have his/her rate of pay increased to at least the minimum of the new pay range or an amount equal to the percentage differential between his/her current pay range and new pay range midpoints, whichever is greater, not to exceed fifteen percent (15%) unless required to bring his/her rate of pay to the minimum of his/her new pay range.

ARTICLE XX - WORK PERIOD AND OVERTIME

20.1 The normal work period for police personnel (police officers and sergeants) covered under this Agreement shall be forty (40) hours during a seven (7) day period. All hours actually worked in excess of forty (40) hours in a seven (7) day work period shall be compensated at the rate of one and one-half times the employee's regular rate of pay. Ten (10) hour shift employees shall normally work five (5) consecutive ten (10) hour days followed by three (3) days off, and five (5) consecutive ten (10) hour days followed by four (4) days off, and four (4) consecutive ten hour days followed by four (4) days off. Eight (8) hour shift employees shall normally work five (5) consecutive eight (8) hour days followed by two (2) days off, and six (6) consecutive eight (8) hour days followed by three (3) days off, and six (6) consecutive eight (8) hour days followed by two (2) days off.

20.2 Effective with the ratification and approval of this Agreement, in lieu of the hours and work period set forth in 20.1 above, bargaining unit employees (Police Officers and Sergeants) assigned to patrol will work twelve (12) hour shifts, which will require an employee to work eighty-four (84) hours in a two week period (cycle). This twelve (12) hour shift schedule provides for eligibility for four (4) hours of "built-in" overtime at the time and one-half rate, and a proportional increase in Personal Leave.

20.3 The normal work period for police personnel (police officers and sergeants) covered under this Agreement shall be one hundred and sixty (160) hours worked in a twenty-eight (28) day work period during the months of February, March, and April of each year. All hours actually worked in excess of one hundred and sixty (160) hours in the aforesaid twenty-eight (28) day work period shall be compensated at the rate of one and one-half times the employee's regular rate of pay in accordance with Section 7(k) of the Fair Labor Standards Act. Special Events Overtime Guidelines are attached as Attachment A.

20.4 Nothing herein shall restrict the Police Chief from temporarily altering the starting and quitting times and/or the number of hours worked in a given work day where a special event or other compelling circumstance requires additional coverage to provide for the Public Safety.

20.5 Outside details:

- A. Any employee wishing to work an outside detail shall submit a written request that he/she be placed on the outside detail work list. Only those employees who have submitted written requests and are on the outside detail work list shall be called for said details.
- B. An attempt will be made to ensure equitable distribution of outside detail work. In order to accomplish this purpose, any officer who turns down an

outside detail without reasonable justification shall be credited with the hours of the detail as if he/she has worked. Any officer accepting an outside detail will be credited with all hours worked.

- C. Eligibility for and assignment of outside details shall be governed by Departmental Standards Directive 27.1 and any amendments thereto.
- D. Outside details pursuant to City ordinance and/or prearranged contracts with the City (e.g., Daytona International Speedway, Daytona Beach Kennel Club, Ocean Center, etc.) are specifically exempt from this Article and Departmental Standards Directive 27.1.
- E. Any employee assigned to an outside detail must immediately confirm in person, in writing, or through voice recording his/her acceptance of the outside detail, including the time to report, location, and expected hours of work.
- F. The parties agree that possible changes to outside detail procedures may be discussed and considered by the Employee - Management Committee set forth in Article XXV.

20.6 Road Patrol Staffing Goal- Procedures relating to the maintenance of a road patrol staffing goal are attached hereto as Attachment B.

ARTICLE XXI - CALL-BACK PAY / ON-CALL PAY

21.1 Call-back pay is provided to compensate employees required to return to work after completing a regularly assigned shift. Eligibility for call-back pay is as follows:

- A. Any employee who is off duty and required to return to work on an unscheduled basis shall be eligible for call-back pay at his/her regular straight-time rate or overtime rate, whichever is applicable.
- B. Any employee who is on duty and is instructed and assigned to return to work or remain on duty shall be ineligible for call-back pay, but eligible for compensation at his/her straight-time rate or overtime rate, whichever is applicable.
- C. Any employee required to continue working after completion of his/her regularly scheduled shift shall be ineligible for call-back pay, but eligible for compensation at his/her straight-time rate or overtime rate, whichever is applicable.
- D. Any employee eligible for call-back pay shall be paid for his/her actual hours worked with a minimum guarantee of three (3) hours pay at his straight-time rate or overtime rate, whichever is applicable.

21.2 Effective the first full payroll period after the ratification of this agreement, SWAT Team members, who are assigned "on call" status, shall receive an additional \$17.50 per week. (Note: There are approximately twenty-three (23) SWAT Team members divided into an A Team and a B Team.)

21.3 Traffic Homicide Investigators (2) who are assigned "on call" status shall receive an additional \$60.00 per week for the week(s) in which they are so assigned.

21.4 Patrol officers assigned as "alternate" crime scene processors will be eligible to receive \$60.00 per week for weeks they are assigned as the on-call crime scene processor, not to exceed 17 weeks per year.

ARTICLE XXII - NO SMOKING POLICY

22.1 All employees covered hereunder shall be prohibited from smoking cigarettes, cigars, pipes, or otherwise using tobacco products of any nature in any City owned building or vehicle or in any public or private place where smoking is prohibited by state law or City ordinance. Employees may use tobacco products while on duty; provided that if requested, they cease smoking or otherwise using tobacco products in the presence of other employees or members of the public who are offended by such use. Any employee who violates this Article will be subject to appropriate disciplinary action up to and including termination.

ARTICLE XXIII - ALCOHOL AND DRUG TESTING

23.1 The City, the Union, and the employees covered hereunder recognize that employee substance and alcohol abuse may have an adverse impact on the operations of the City, the image of the employees, and the general health and safety of the employees and the public.

23.2 Use of Intoxicating Beverages - Employees covered hereunder shall not consume any intoxicating beverage while on duty (except those plainclothes officers who, with the consent of their Commanding Officer, may drink such beverages when necessary to accomplish a police mission). Employees shall not possess or use any intoxicating beverage within City or Department premises or Department vehicle (except as authorized to perform a police mission). No uniformed employee shall, while in uniform or any part of a uniform, consume intoxicating beverages in public view. No employee (uniformed or non-uniformed) shall consume any such intoxicating beverage before reporting for duty so that there is an odor of such beverage on his/her breath when reporting for duty. No employee, while off-duty, shall drink intoxicating beverages to an extent which renders him/her unfit to report for duty.

23.3 Alcohol Testing - If the Department has reasonable suspicion that an employee covered hereunder has either consumed an alcoholic beverage while on duty or has consumed an excessive amount prior to reporting for duty so as to render him/her unfit for duty, the employee's Division Captain may order that employee to submit to a breath test to confirm or dispel said suspicion. Refusal to submit to such testing may be grounds for disciplinary action up to and including termination. Consuming intoxicating beverages on duty or being intoxicated while on duty shall be grounds for dismissal.

23.4 Controlled Substance Policy - The Department will only employ and retain persons free of controlled substances as defined by Florida State Statutes or Federal law. Department employees are prohibited from using, being under the influence of, possessing, distributing, or having present in their system any controlled substance, narcotic, or other mind-altering substance. Confirmation that a controlled substance is present in an employee's system, except those prescribed by a licensed physician or other authorized medical practitioner, will result in termination.

23.5 Required Drug Test - Employees covered hereunder (or applicants for positions covered hereunder) will be required to take a drug test when:

- A. Applying or reapplying for employment.
- B. Prior to transferring into or out of a unit whose primary responsibilities include the enforcement of drug laws.

- C. Semi-annually, while assigned to a drug enforcement unit, or a unit responsible for securing and holding drugs as evidence.
- D. Prior to assignment to any sensitive position within the Department where there is a strong Departmental interest in keeping the employees drug-free.
- E. At any time when reasonable suspicion exists that an employee has engaged in the illicit use of narcotic drugs or controlled substances.
- F. They are selected through the Department's monthly computer generated selection process incorporating ten (10) sworn employees.

23.6 Controlled Substance Complaint and Investigation Procedure - When an employee is suspected of violating the controlled substance policy herein, the person initiating the complaint shall notify the Police Chief, in writing, through the chain of command. All such complaints, whether initiated by a citizen or by an employee of the Department, shall contain sufficient detailed information to establish reasonable suspicion of controlled substance abuse. Any employee who is the subject of a complaint alleging substance abuse violation shall be informed of the allegations and allowed to review the complaint. When the Police Chief, or his designee, determines that there is reasonable suspicion that an employee is using, under the influence of, or has in his/her possession any controlled substance, narcotic or any mind-altering substance, the Police Chief, or his designee, may initiate an internal investigation and may order the employee to submit to a drug test (urinalysis). Any employee who refuses to submit to a drug test upon order will be subject to disciplinary action up to and including termination for insubordination. When an employee is ordered to submit to a non-routine testing for controlled substance abuse, a Professional Standards Unit Officer, a Division Captain, or the employee's shift lieutenant shall relieve the employee from duty. In the case of an employee who is a sworn law enforcement officer, his/her badge, identification, and firearm shall be surrendered to the Department.

23.7 Random Testing Procedure – Each month ten (10) sworn employees, selected through a computer generated random selection process, will submit to a drug test (urinalysis). Any employee who refuses to submit to a drug test upon selection will be subject to disciplinary action up to and including termination for insubordination. When an employee is selected to submit to a drug test (urinalysis), a member of the Office of Professional Standards, or Police Chief's designee, will accompany him/her to the medical facility.

23.8 Collection Process - Drug tests shall be performed by a licensed medical laboratory under professionally recognized standards and procedures. Urine samples which are screened positive by the urinalysis test shall be verified and confirmed by gas chromatograph-mass spectrometry where each drug will be isolated and specified by chemical name. The following standards shall apply to the collection and analysis of urine samples:

- A. The specimen collection will occur in a medical setting.
- B. The validity of any specimen may be verified by appropriate temperature testing.
- C. Laboratory personnel shall require a driver's license or other verification of identification prior to receiving the specimen.
- D. The laboratory shall be capable of screening urine samples confirming all positive samples for all illegal drugs or classes of drugs. Split sample procedure shall be utilized.
- E. All samples screened positive shall be confirmed by using gas chromatograph-mass spectrometry.
- F. Confirmed positive urine samples shall be retained for a period of six (6) months should retesting be required.
- G. A chain of custody process with complete documentation from initial collection to final test completion shall be maintained.
- H. Laboratory test results shall be maintained in a secure location.

23.9 Confirmation of Controlled Substance Use - Upon confirmation of controlled substance use, the employee shall be so notified and shall be provided an opportunity to submit evidence of legal use by prescription.

ARTICLE XXIV - JOB-RELATED INJURY

24.1 Job-related injuries shall be subject to the Florida Workers' Compensation Law, Chapter 440, Florida Statutes, City and Departmental Policy, and any amendments thereto.

24.2 The Department shall have the right to assign any employee covered hereunder to a less-strenuous assignment due to temporary health or disability conditions. If an employee receives a less-strenuous assignment, he/she shall receive his/her normal wages and fringe benefits and shall accumulate seniority. All assignments to less-strenuous positions shall involve the performance of productive work necessary for efficient and economical operation of the Department and the City. All assignments to less strenuous positions shall be consistent with any bona fide medical restrictions as confirmed by the City Nurse and/or the City Physician.

ARTICLE XXV - EMPLOYEE MANAGEMENT COMMITTEE

25.1 There shall be an Employee Management Committee consisting of the following Management and Union representatives:

- A. The President of the Union (or his designee), three (3) bargaining unit employees, the Police Chief (or his designee), the Human Resources Director, and two (2) command level officers designated by the Police Chief.

25.2 The Employee Management Committee shall meet semi-annually on the dates mutually agreed upon by the participants or more frequently if the parties so agree. The sole function of the Committee shall be to discuss general matters pertaining to employee relations and Departmental operations, including safety and health. The Committee shall not engage in collective bargaining or resolution of grievances. Union representatives attending Committee meetings during their off-duty hours shall not be compensated for the time spent in such meetings. The Union representatives attending Committee meetings during on-duty hours will be released from duty without loss of pay or benefits; provided, however, that no Union representative attending such meeting shall be released from duty if his/her release will result in the City incurring overtime or other additional costs.

ARTICLE XXVI - HEALTH AND LIFE INSURANCE BENEFITS

26.1 Health and life insurance benefits shall be provided to bargaining unit employees in the same manner and under the same policies and procedures including benefit levels and contributions, as are applicable to all other City employees.

ARTICLE XXVII - TUITION REIMBURSEMENT

27.1 It is the policy of the City to make available to employees covered hereunder opportunity for educational assistance consistent with individual ability, performance, budgetary limitations, and the requirements of the City.

27.2 Eligibility - Employees covered hereunder appointed to permanent positions who have completed three (3) months of continuous employment are eligible to participate under the City's Educational Assistance Program. The employee must demonstrate ability to pass the course work successfully.

27.3 Conditions for Approval and Payment -

- A. The City will participate in the cost of those courses, both correspondence and classroom, which the City determines to be directly related to the duties of the position held by the employee or to the duties of a position to which the employee might reasonably be expected to progress in the normal course of advancement. Courses taken must be from an accredited institution.
- B. The City will pay the cost of tuition, books, and fees up to \$1,000 per employee per fiscal for completed course-work. Employees must request payment for completed course-work prior to September 30 of the fiscal year in which the course(s) was (were) completed.
- C. The City will not pay the cost of tuition, which may have been advanced from other sources such as scholarships or other grants-in-aid. In the event of a partial scholarship or grant-in-aid, payment will be based upon the actual documented expense (i.e., that portion which has not been reimbursed to the employee from non-City sources). It shall be the responsibility of the Department Head to determine the extent of any financial aid prior to the approval of any educational assistance request.
- D. Payment will be made only if the employee receives the necessary written approval at least one (1) week prior to the start of the course(s). If any employee fails to enroll within six (6) months following approval, he/she will be required to resubmit his/her request for approval.
- E. An employee to be eligible for payment shall certify that he/she successfully passed the course(s) (i.e., presentation of a certificate from the accredited institution). A passing grade shall be considered a grade of "C" or equivalent.

- F. All books paid for by the City become the property of the City and shall be returned to the Department Head.
- G. Any employee voluntarily leaving the employment of the City after participating in the Educational Assistance Program will reimburse the City for all educational assistance funds received during the past twelve (12) months.

27.4 Method of Applying for Approval of Courses -

- A. Request for payment of tuition must be made on a City Tuition Request form and approved by the Department Head and the Human Resources Director. The Tuition Request form must be completed and received by the Human Resources Director no later than one (1) week prior to the start of the course-work.
- B. Part I of the Request shall be completed with an original and three (3) copies to be forwarded to the Department Head via the chain-of-command, who shall indicate his/her approval or disapproval and then forward all copies to the Human Resources Department.
- C. Upon receipt of the Request from the Department Head, the Human Resources Director shall indicate approval or disapproval based on the considerations set forth in 27.3 above. Three (3) copies will be returned to the Department and the original copy shall be retained in the Human Resources Department until the course has been completed.

27.5 Method of Payment - It shall be the responsibility of the employee to obtain a receipt(s) from the institution indicating the cost of the course(s), text(s), fees or special charges. The receipts shall be presented to the Department Head along with a copy of the grade report for the courses. If the conditions for payment have been met, Part II of the prior approved Tuition Request form will be submitted along with an accounts payable slip (APS) to the Human Resources Department for further processing and final payment.

27.6 Required Courses - If an employee is required as part of his/her job to take either a correspondence course or attend classes, the employee's department shall pay 100% of the cost of the course including the cost of the books, fees and special charges except as otherwise provided herein. Payment shall be made in advance of the employee enrolling in the program. If federal or state funds are available, they shall be exhausted before City funds can be utilized.

27.7 General Provisions -

- A. All courses under this program shall be taken on the employee's own time. However, where the Department requires the employee to take a particular course

as a condition of continued employment, such course may be completed on City time.

- B. If an employee resigns or is terminated for any reason prior to receiving payment, there shall be no obligation on the part of the City to pay any part of the course expense.
- C. An employee who has received approval of a course and is on a leave of absence at the time of satisfactory completion of the course, will be eligible for payment upon return to active employment; provided the return falls within the same fiscal year in which course-work was completed.
- D. A supervisor cannot recommend or sign his own Tuition Payment Request.
- E. All other details concerning the Educational Assistance Program shall be governed by existing City and Departmental policies and procedures.

ARTICLE XXVIII - FIELD TRAINING OFFICERS

The following provisions shall become effective the first payroll period after approval and execution of this Agreement by the parties:

28.1 Effective the first full payroll period after the ratification of this agreement, employees covered hereunder shall receive additional compensation in the amount of One Dollar and 50 cents (\$1.50) per hour for periods of duty time during which they are assigned and work as Field Training Officers (FTO's); provided, however, that a minimum of twelve (12) employees shall be assigned and work as Field Training Officers on a regular basis (i.e., they shall receive the One Dollar and 50 cents (\$1.50) per hour premium for all hours worked). The Department, in its discretion, may appoint up to six (6) additional employees to be assigned and work as Field Training Officers on a regular basis. Any such additional regular Field Training Officers so appointed shall also receive the One Dollar and 50 cents (\$1.50) per hour premium for all hours worked.

28.2 Employees appointed to work as Field Training Officers on a regular basis (i.e., regular Field Training Officers) under 28.1 above shall be required to perform all duties relating to the training (and retraining) of probationary police officers and such other training and related duties as the Department may require.

28.3 In addition to the employees appointed to be regular Field Training Officers (i.e., 12 to 18 employees), the Department may appoint additional employees to be assigned and work as Field Training Officers on a temporary basis. Such temporary Field Training Officers shall receive the aforesaid One Dollar and 50 cents (\$1.50) per hour premium pay only for periods of time during which they actually are assigned and work as Field Training Officers. The duration of such temporary assignments shall be within the Department's exclusive discretion.

28.4 To serve as a Field Training Officer (FTO), an employee must have successfully completed a written examination and oral board and must meet the following minimum requirements:

1. Three (3) years minimum service with the Department. This requirement may be waived by the Chief of Police.
2. Completion of an FDLE-approved FTO course.
3. No disciplinary history involving the use of force, insubordination, dishonesty, or untruthfulness.

28.5 Candidates for FTO assignments (regular and temporary) shall be screened by a board comprised of a Lieutenant, the Training Sergeant, and a Patrol Sergeant. The board shall recommend employees to fill FTO assignments to the Police Chief, who shall make the final selection(s) and appointment(s). (The Chief's appointments shall be from those employees who

meet the minimum qualifications and/or are otherwise deemed qualified by the aforesaid screening board.)

28.6 All regular FTO appointments shall be for one year and shall be made at the time of the patrol shift selection process. Upon the recommendation of the screening board, the Police Chief, at his discretion, may extend the appointment of any regular FTO for an additional year (or, thereafter, for additional years). Regular FTO's may be removed from their FTO assignments prior to the expiration of their one-year assignment period if they receive formal disciplinary action (written warning/reprimand or more severe disciplinary action) or they do not effectively fulfill the requirements of the assignment. Upon removal from his/her FTO assignment, an employee's premium pay shall cease. Should an FTO wish to appeal his/her removal prior to the expiration of his/her one (1) year assignment, his/her only recourse shall be as follows:

1. He/she shall file a letter of appeal with the screening board within seven (7) days of notification of removal. The screening board, if it deems appropriate, may meet with the appellant to review his/her position.
2. The screening board shall issue its recommendation to the Police Chief, who shall decide whether the removal will be upheld or whether the appellant will be permitted to complete his/her one year FTO assignment.
3. Upon receipt of an adverse decision of the Police Chief, the appellant shall have ten (10) days within which to request arbitration under Article XII of this Agreement; provided that notwithstanding any provision of Article XII, the appellant shall have the burden of proving that his/her removal from his/her FTO assignment prior to the expiration of his/her one year assignment period was arbitrary and capricious.

ARTICLE XXIX - PERSONAL LEAVE

29.1 Personal Leave - Personal leave days are those days where a full-time employee may be absent from the job and still receive his/her regular wage. Personal leave days are earned at a monthly rate based upon the employee's length of service and used at a yearly rate based on the employee's length of service.

29.2 Further details of the City's personal leave program, including accrual, usage, carry-over, and other provisions, are set forth in the City's Personnel Policy & Procedure #4, which is incorporated herein by this reference. The following are the Personal Leave Use and Personal Leave Carry-Over Tables:

<u>Length of Service</u>	<u>Personal Leave Use</u>	
	<u>Full-Time Work Period Employee</u>	
		<u>Min</u>
1 mo. to less than 6 mos.		0
6 mos. to less than 1 yr.		0
1 yr. to less than 7 yrs.		120
7 yrs. to less than 14 yrs.		136
14 yrs. to less than 20 yrs		136
20 yrs. to less than 25 yrs.		136
25 years and over		136

<u>Work Period</u>	<u>Personal Leave Carry-Over</u>	
	<u>Maximum Carry-Over</u>	
Full-time		960 hours

29.3 Employees must exhaust all accrued holiday, birthday and employee appreciation leave prior to the end of the fiscal year when earned, or will lose it (Exception: any holiday, birthday, and/or employee appreciation leave accrued in September of each year will be rolled over to the new fiscal year and must be utilized first for any requested leave time. Additionally, such carried over leave must be used by December 31 or forfeited). Under no circumstances will accrued holiday, birthday or employee appreciation leave be carried over to the next fiscal year, unless prior written authorization is granted by the City Manager or designee.

29.4 Personal Leave Cash-Out Program: The Personal Leave Incentive program has been replaced with the Personal Leave Cash-Out Program, whereby an employee with at least 280 hours of personal leave in their personal leave bank may exchange 40, 60, or 80 hours of personal leave for an equivalent amount of pay. The exchange may occur only one time per fiscal year (October – September). The 40, 60, or 80 hours will be deducted from the employee’s personal leave bank. Disbursement will occur the pay period following approval, barring any unforeseen circumstances.

29.5 Personal Leave Payoff Upon Separation Any regular full-time employee leaving the municipal service in good standing after giving two weeks advance notice of termination shall be compensated as follows:

- 5 years of service or less – 50% of accrued leave up to the maximum annual carryover
- More than 5 years of service – 100% of accrued leave up to the maximum annual carryover

Uncompensated hours are forfeited and shall not be reinstated if the employee is rehired.

An employee who fails to give two weeks advance notice of termination shall forfeit all accrued personal leave of up to 40 hours if a regular full-time employee. Personal leave shall not be used as any part of the required two week notice of termination or to extend service.

ARTICLE XXX - WAGES

30.1 The minimum and maximums of pay ranges for Fiscal Year 2017-2018 and Fiscal Year 2018-2019 shall be:

<u>Classification</u>	<u>Minimum</u>	<u>Maximum</u>
Police Officer	\$38,610.24	\$64,746.60
FY 2018-2019	\$39,382.44	\$64,746.60
Police Sergeant	\$48,660.36	\$77,494.08
FY 2018-2019	\$49,633.56	\$77,494.08

30.2 There shall be a wage increase for Fiscal Year 2017-2018 and Fiscal Year 2018-2019 as follows:

- October 1, 2017 – 2% across the board. The minimum of each range shall increase 2% as shown above. The maximum will not increase. Employees at the maximum will not receive a lump sum payment.
- April 1, 2018 – 2% increase for all active employees. The minimum and maximum of each range will not increase. Employees at the maximum range will not receive a lump sum payment.
- October 7, 2018 – 2% across the board. The minimum of each range shall increase 2% as shown above. The maximum will not increase. Employees at the maximum will not receive a lump sum payment.
- April 7, 2019 – 2% increase for all active employees. Minimum and maximum of each range will not increase. Employees at the maximum range will not receive a lump sum payment.

30.3 Wage increases (if any) for Fiscal Year 2019-2020 (and thereafter) shall be established through negotiations and, if necessary, the impasse resolution procedures under the Florida Public Employees Relations Act.

ARTICLE XXXI - SPECIAL ASSIGNMENT PAY

31.1 Canine Officers — Employees assigned to the Canine Unit shall receive a five percent (5%) increase in their base hourly rate for the period of time during which they are assigned to the Canine Unit.

31.2 Deputy Shift Commanders - Employees assigned as Deputy Shift Commanders shall receive a five percent (5%) increase in their base hourly rate of pay for the period of their assignments.

31.3 CID and NIU - Employees assigned to the Criminal Investigation Unit and Narcotics Investigation Unit shall receive a 5% increase to their base hourly rate for the period of time during which they are assigned to CID. In addition, such employees shall receive a clothing maintenance allowance in the amount of \$25.00 per week for the period of time during which they are assigned to their positions.

31.4 Motorcycle Officers - Effective the first payroll period after October 1, 2017, employees assigned as Motorcycle Officers in the Traffic Unit shall receive a 5% increase to their base hourly for the period of time during which they are assigned to such positions.

31.5 Patrol officers assigned to the “clandestine lab response team” will be eligible to receive \$17.50 per week for weeks they are assigned to the team. This assignment pay is limited to twelve (12) police officers (including the two police officers assigned to the DEA).

31.6 Patrol officers assigned to the “Crime Suppression Team (CST)”, assigned as a Training Officer, or as the Code Enforcement liaison Officer will be eligible to receive \$17.50 per week for weeks they are assigned. This assignment pay is limited to twelve (12) police officers for CST, four (4) police officers for Training, and one (1) police officer to Code Enforcement.

31.7 Effective October 1, 2017, Patrol officers assigned as a School Resource Officer (SRO) shall receive a 5% increase to their base hourly rate for the period of time during which they are assigned as a SRO.

31.8 It is agreed and understood that the assignments set forth in paragraphs 31.1, 31.2, 31.3, 31.4, 31.5, 31.6, and 31.7 above are neither classifications nor permanent positions, and, therefore, the granting or denial of any such assignment to an employee (or the removal of an employee from such assignment) shall be within the Department’s sole and exclusive discretion.

ARTICLE XXXII - WORKING IN A HIGHER CLASSIFICATION

32.1 Where the Police Chief, or his designee, temporarily assigns an employee covered hereunder to a classification with a higher pay range (e.g., Police Officer to Police Sergeant) and such temporary assignment is for a period between thirty-six (36) to forty-eight (48) or more hours within a two (2) week period, the employee shall be paid the minimum of the higher classification or shall receive an increase equal to the mid-point percentage differential of his/her current pay range and the pay range of the higher classification, whichever is greater, not to exceed fifteen percent (15%).

ARTICLE XXXIII – ASSIGNED VEHICLE PROGRAM

33.1 Take Home Cars – The City has implemented an Assigned Vehicle Program for Sergeants and Officers assigned to the Patrol Division within the Operations Bureau. The vehicles that will be utilized for this program will consist of Marked Patrol Vehicles designated for such. Exempt from this program will include those members (Sergeants and Officers) that are assigned to specialized units to include:

1. SWAT
2. The Criminal Investigation Division within the Support Bureau to include:
 - a. General Investigations
 - b. Narcotics Task Force
3. The Support Resources Division within the Support Bureau
4. The Office of the Chief of Police to include:
 - a. Accreditation
 - b. The Office of Professional Standards
 - c. The Public Information Officer
 - d. The Office of Special Investigations

33.2 Recognizing that the City’s intention is to maintain maximum presence of its Police Department vehicles in and around the City and administer its Assigned Vehicle Program in a fair, efficient and cost effective manner, the following shall apply to the Assigned Vehicle Program in conjunction with the above aforementioned guidelines:

1. Participation in the Assigned Vehicle Program is a voluntary benefit extended to non-probationary members assigned to the Patrol Division, and is contingent on vehicle availability, seniority and adherence to the unscheduled personal leave policy.
2. Assigned vehicles shall be issued to the most senior non-probationary employee assigned to the Patrol Division at the time the vehicle becomes available.
3. An employee assigned a vehicle under this program shall retain such vehicle assignment as long as he/she maintains their position in the Patrol Division. If an employee is reassigned to an exempt position (excluding SWAT) as stated above, or is promoted to a higher classification, the employee will relinquish the assigned vehicle back to the Patrol Division to be reassigned to an employee meeting the applicable criteria for such assignment.

4. The use, care and maintenance of assigned vehicles shall be governed by applicable Police Department policies and any amendments thereto.
5. The continuation and any further expansion of the Assigned Vehicle Program will be based on the City's and the Department's determination of the needs of the community and the availability of sufficient funds.
6. Sergeants assigned within the Patrol Division are eligible for an assigned vehicle under this article. Sergeant assigned to the Patrol Division will be assigned vehicles in a ratio of one (1) vehicle assigned to a Sergeant for every five (5) vehicles assigned to Patrol Division Officers.

33.3 Members who are assigned a vehicle under this program and agreement (excluding the exempt positions), will be allowed to take their assigned vehicle to their home as long as their home is within five (5) air miles from the City limits. Vehicles assigned to members who live outside the five (5) air mile radius as stated above, shall park their vehicle at a location approved by the Chief of Police, or his/her designee, when not in use.

ARTICLE XXXIV – SHIFT BID

34.1 Bidding for Shift – Personnel will bid for shift only, based on seniority. Only employee seniority will be utilized to request by the employee the shift selection in accordance with the procedure/format set forth in the Department. Additional assignments will be made based on the needs of the Department and at management’s sole discretion.

34.2 The parties mutually agree to establish a committee that will meet to discuss the implementation of a rotating shift process that will increase the number of senior officers working the night shift. The committee shall consist of The President of the Union (or his designee), three (3) bargaining unit employees, the Police Chief (or his designee), the Human Resources Director, and two (2) command level officers designated by the Police Chief.

ARTICLE XXXV - LIMITATION ON OPENING NEGOTIATIONS

35.1 This Agreement contains the entire agreement of the parties on all matters relative to wages, hours, working conditions and all other matters, which have been, or could have been negotiated by and between the parties prior to the execution of this Agreement. Neither party shall be permitted to reopen or renegotiate this Agreement, or any part of this Agreement, for the period from its effective date through and including September 30, 2019.

ARTICLE XXXVI - DURATION OF AGREEMENT

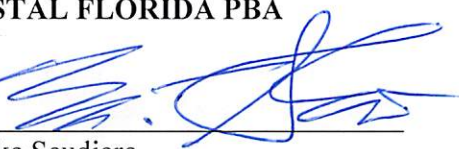
This Agreement shall be effective upon approval and execution of the parties and shall remain in full force and effect until and including September 30, 2019. Any future wage increases shall be based solely on negotiations between the parties and implementation of a new collective bargaining agreement for FY 2019/2020 (and subsequent fiscal years), and, where required, the statutory impasse resolution process.


IN WITNESS THEREOF, the parties attach their hands and seals the below-written dates:


CITY OF DAYTONA BEACH

COASTAL FLORIDA PBA

By: 
Derrick L. Henry, Mayor

By: 
Mike Scudiero
Coastal Florida PBA Business Agent


Attest: 
Letitia LaMagna, City Clerk

Attest: 
Coastal Florida PBA Representative

Date: 9-21-17

Date: 9/20/17

APPROVED AS TO LEGAL FORM:


CITY ATTORNEY

ATTACHMENT A

Guidelines for Special Events Overtime

Insofar as practical, overtime for recurring special events (i.e., events which historically have occurred annually) will be scheduled as follows:

1. The Department, through the Commanding Officer in charge of coordinating the particular recurring special event, will establish and identify the estimated number of (slots) and type (rank and/or specialty assignments) of personnel needed to work overtime and will post a memorandum reflecting this information at least forty-five (45) days in advance of the commencement of the event.

2. Bargaining unit employees desiring to work the overtime assignments posted pursuant to paragraph 1 above must sign up for the particular slots they wish to work no later than thirty (30) days in advance of the special event. (The deadline date for signups will be on the memorandum issued by the Department). In so doing, the employee shall print and sign his/her name and indicate his/her seniority date (i.e., date of City hire for police officers and date of appointment to rank for sergeants). Request may be made in writing by memorandum or e-mail.

3. No later than twenty-one (21) days prior to the commencement of the recurring special event, the Department shall post the overtime assignments. Overtime assignments (slots) shall be filled in the following manner:

A. First, those employees who sign up pursuant to paragraph 2 above shall be assigned an overtime slot in accordance with their applicable seniority (highest seniority first).

B. Overtime slots, which are not filled pursuant to paragraph A above, will be filled by the Department mandating qualified personnel in inverse seniority (i.e., the most junior qualified employee first) until all slots are filled.

4. The parties recognize that there is a pool of employees who are qualified to perform general police work (e.g., traffic direction); notwithstanding that some of such employees are presently serving in staff functions or specialized assignments. An objective of these guidelines, therefore, is to provide qualified personnel presently assigned to staff functions or specialized assignments with a greater opportunity to perform general police work on an overtime basis. Additional objectives are to equitably distribute special events overtime and attempt to reduce the number of employees who must be mandated to work such overtime.

5. Employees given overtime assignments pursuant to paragraph 3 above are expected to fulfill such assignments in a timely manner. Failure to do so could result in loss of ability to work overtime in the future and/or disciplinary action. The same City/Departmental policies applicable to absence from any regular (non-special event overtime) assignment shall also apply to the overtime assignments hereunder. Should an employee desire to be released from an overtime assignment hereunder (either before or during such assignment), he/she may be so released, with the approval of the Commanding Officer in charge of the overtime scheduling, if he/she provides a qualified substitute employee to perform the assigned overtime work.

6. The Department shall have the exclusive discretion to estimate the number, type/rank and/or specialty assignment location, and time of available overtime slots. Further, the Department may temporarily suspend the utilization of these guidelines where staffing changes (increases or decreases) or redeployment is required to deal with an emergency situation.

7. Nothing herein shall exclude eligible full-time police officers from filling overtime positions in police sub-station operations, provided conditions are met in the selection process as set forth in paragraphs 1-3 above.

ATTACHMENT B

ROAD PATROL STAFFING GOAL

(1) While staffing (i.e., the number of employees and their particular assignments/positions) is a management prerogative, the parties agree that it is in the best interest of the City's residents, visitors and employees that there be a sufficient number of police officers assigned to road patrol to meet the day-to-day law enforcement requirements of the community. To accomplish this objective, the City will make a good faith effort to meet the goal of maintaining approximately one hundred (100) road patrol positions. The parties recognize that this number may vary from time-to-time due to vacations, sick leave, worker's compensation leave, emergencies and/or unpredictable or unforeseen circumstances of a like or similar nature. The parties, however, further agree to jointly cooperate to endeavor to overcome the aforesaid obstacles in order to achieve the staffing goals set forth above.

(2) To assist in meeting the aforesaid staffing goal, newly hired personnel (phase three trainees) will be placed in the patrol section of the Operations Bureau prior to assignment to any other sections within the Police Department. In the event that the Department experiences difficulty maintaining the aforesaid road patrol staffing goal, it shall (absent an emergency) avoid transferring road patrol officers to non-road patrol operations until the Department is better able to achieve the road patrol staffing goal.

(3) Should the Department fail to maintain the aforesaid staffing goal on a regular basis, the union shall meet with the Police Chief to discuss ways to correct the situation. Should the Department still have difficulty meeting the aforesaid staffing goal, the Union shall meet with the City Manager to address any shortage of personnel, the anticipated date of availability of additional police officers to fill vacant road patrol officer slots, and such other items as relate to maintaining the aforesaid staffing goal.