

Agreement

by and between

**The City of Daytona Beach,
Volusia County, Florida**

and the

International Association of Firefighters
I.A.F.F. Local 1162

October 1, 2023 – September 30, 2025

INDEX / NUMERIC
I.A.F.F. LOCAL 1162

ARTICLE	1	PREAMBLE	3
ARTICLE	2	RECOGNITION	4
ARTICLE	3	PAYROLL DEDUCTION OF DUES	5
ARTICLE	4	NONDISCRIMINATION	6
ARTICLE	5	UNION BUSINESS	7
ARTICLE	6	BULLETIN BOARD SPACE	8
ARTICLE	7	EMPLOYEE ACTIONS	9
ARTICLE	8	EMPLOYEE/MANAGEMENT COMMITTEE	10
ARTICLE	9	RULES AND REGULATIONS	11
ARTICLE	10	SAVINGS CLAUSE	12
ARTICLE	11	APPENDICES AND AMENDMENTS	13
ARTICLE	12	SENIORITY	14
ARTICLE	13	PERSONNEL REDUCTIONS	15
ARTICLE	14	PROMOTIONS	16
ARTICLE	15	TRANSFERS AND REASSIGNMENTS	21
ARTICLE	16	LIGHT DUTY ASSIGNMENTS	22
ARTICLE	17	PERSONNEL ADMINISTRATION ORDINANCE	23
ARTICLE	18	GRIEVANCE AND ARBITRATION	24
ARTICLE	19	APPLICATION OF EXISTING CITY POLICIES	28
ARTICLE	20	WORK EXCHANGE	29
ARTICLE	21	WORK HOURS AND OVERTIME	30
ARTICLE	22	UNIFORMS	32
ARTICLE	23	TUITION REIMBURSEMENT	33
ARTICLE	24	PERSONAL LEAVE	34
ARTICLE	25	EDUCATIONAL LEAVE	39
ARTICLE	26	JOB-RELATED MEDICAL LEAVE OF ABSENCE	40
ARTICLE	27	PARAMEDIC PAY	41
ARTICLE	28	POLICE AND FIRE PENSION PLAN	42
ARTICLE	29	HEALTH AND LIFE INSURANCE BENEFITS	43
ARTICLE	30	SAFETY AND HEALTH	44
ARTICLE	31	WAGES	45
ARTICLE	31 (a)	WAGES (SPECIAL TEAMS/ASSIGNMENTS)	46
ARTICLE	32	HOLIDAYS	48
ARTICLE	33	DRUG TESTING	49
ARTICLE	34	WORK STOPPAGES	55
ARTICLE	35	MANAGEMENT RIGHTS	56
ARTICLE	36	TOBACCO-FREE POLICY	58
ARTICLE	37	457 PLAN PROVISION	59
ARTICLE	38	DURATION OF AGREEMENT	60

ARTICLE 1 - PREAMBLE

This Agreement is entered into by and between **The City of Daytona Beach, in Volusia County, Florida**; hereinafter referred to as the "City" and **Daytona Beach Fire/Rescue Local 1162, International Association of Firefighters**, hereinafter referred to as the "Union."

ARTICLE 2 - RECOGNITION

The City recognizes the Union as the exclusive bargaining agent for all employees in the job classifications included in PERC Certification No. 966. (All employees of the Daytona Beach Fire Department occupying the positions of Fire Lieutenant, Fire Mechanic, Driver Engineer, and Firefighter). All other employees of the Daytona Beach Fire Department, including, but not limited to: Fire Chief; Deputy Fire Chief; Battalion Chief; as well as all other City of Daytona Beach employees shall be excluded from the bargaining unit and shall not be covered by the terms of this Agreement.

ARTICLE 3 - PAYROLL DEDUCTION OF DUES

The City agrees to deduct Union dues and uniform assessments, including increases in dues and uniform assessments, from bargaining unit employees' salaries on a weekly basis for the term of this Agreement.

The City shall remit monies so collected with a summary statement to the Union.

The City shall have no responsibility or any liability for any monies once sent to the Union's bank account via direct deposit electronic transfer. The Union shall indemnify the City and hold it harmless against any and all suits, claims, demands, and liabilities which arise out of or by reason of any action taken or not taken by the City to comply or attempt to comply with the provisions of this Article.

It shall be the responsibility of the Union to notify the City of any change in the amount of dues to be deducted at least thirty (30) days in advance of said change.

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.

Deductions hereunder shall be pursuant to a properly executed dues deduction card or statement mutually agreed upon by and between the parties.

ARTICLE 4 - NONDISCRIMINATION

A. The current City policies regarding nondiscrimination shall remain in effect for the term of this Agreement; provided, however, that 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.

B. 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.

C. 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.

D. The parties agree to abide by all state and federal laws prohibiting employment discrimination.

ARTICLE 5 - UNION BUSINESS

1. The Union may designate one (1) Shift Representative and one (1) Alternate Representative per each twenty-four (24) hour shift (i.e., per each platoon) to represent bargaining unit employees as described in paragraph B below. A written list of the Shift Representatives and the Alternate Shift Representative shall be furnished to the Human Resources Director and the Department Head prior to the effective date of the Representatives assuming their duties. Prompt written notification of changes in the representatives shall be provided to the Human Resources Director and the Department Head. No Shift Representative or Alternate Representative will be recognized by the City unless such written notification was presented prior to such representatives assuming their duties.

2. Shift Representatives, or one of the principal Union officers (i.e., President, Vice President, Secretary, or Treasurer) shall be permitted to process formal grievances under the grievance procedure herein while on duty; provided that this activity does not interfere with his/her duties as an employee, the duties of other employees, or any other aspect of Departmental operations.

3. If a formal grievance arises at a Fire Station other than the Fire Station to which the Shift Representative is assigned, the Shift Representative shall designate the Alternate Shift Representative to handle the grievance. If neither the Shift Representative nor the Alternate Shift Representative is assigned to the Fire Station at which the grievance arises, the Shift Representative may handle the grievance at the other station; provided, however, that the Shift Representative's travel between stations and time spent away from the assigned station and/or duties must be authorized by the Battalion Chief or his designee. In the event the Shift Representative and the Alternate Shift Representative are not on duty or if it is more convenient for both parties, one of the principal Union officers may handle the grievance subject to the same terms and conditions as are applicable to the Shift Representative and the Alternate Shift Representative.

4. The parties mutually agree to continue discussing the possibility of implementing a Union Leave Bank. If the parties agree to terms regarding the donation and use of such leave, the parties will enter into a Memorandum of Understanding, with an agreed upon effective date, and that will be incorporated into this section of the next successor collective bargaining agreement.

ARTICLE 6 - BULLETIN BOARD SPACE

The City shall furnish the Union with space for a bulletin board at each of the following locations:

The front watch office, kitchen/dining area, or T.V. room of all fire houses;
the office in the Fire Mechanic's Shop;
the hallway of the Staff Services Division Office.

The Union shall provide bulletin boards not to exceed three feet by four feet (3' by 4'). 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 increases/decreases.
- G. Names of Local Union officials (and changes thereto).
- H. Local Union newsletter (i.e., monthly, quarterly, annual, or special publication).
- I. Minutes of Union Meetings.

All material to be posted on the bulletin boards shall first be submitted to the City Manager, or his designee. 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 7 - EMPLOYEE ACTIONS

Upon request by the Union, the City shall inform the Union of the name, job title, company, station, and the effective personnel action date of bargaining unit employees relevant to:

- (a) appointment of new employees
- (b) promotions
- (c) suspensions
- (d) terminations
- (e) authorized leave of absence without pay
- (f) medical leaves of absence/Workers Compensation

Verbal/telephonic/Electronic requests may be responded to verbally/telephonically or electronically. Upon payment of the City's reasonable costs, including, if necessary, additional programming, the City shall provide the Union with the information requested in writing. The City shall provide an estimate of any costs, and a statement/receipt documenting payment of any such costs.

ARTICLE 8 - EMPLOYEE / MANAGEMENT COMMITTEE

There shall be an Employee/Management Committee consisting of the Union President or his designee and two (2) other Union representatives and three (3) City representatives, including the Human Resources Director or designee, and two (2) Fire Department management representatives. The Committee shall meet at least quarterly on dates mutually agreed upon by the participants.

The function of the Committee shall be to discuss matters of mutual concern; however, the Committee shall not engage in collective bargaining.

Union representatives attending Committee meetings during their off-duty hours shall not be compensated for the time spent in such meetings. Union representatives attending Committee meetings during on-duty hours will be released from duty for the time spent in such meetings without loss of pay or benefits.

ARTICLE 9 - RULES AND REGULATIONS

1. Except as expressly prohibited or limited by a specific provision of this Agreement, the City and the Department shall retain the right to formulate, amend, revise, and/or implement reasonable rules, regulations, policies, procedures, and operating bulletins dealing with Departmental operations.

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

3. Should the City and/or the Department exercise its right(s) under paragraph 1 above, the City or the Department shall provide a copy of any new (or amended) rule, regulation, policy, procedure, or operating bulletin to the Union at least ten (10) business days prior to implementation. During the ten (10) day period prior to implementation, the Union may request impact bargaining over the implementation and/or revision of the new rule, regulation, policy, procedure, or operating bulletin. Any request for impact bargaining and the impact bargaining obligation/process shall be in accordance with the Florida Public Employees Relations Act.

4. In the event the City or the Department exercises its right to issue a new (or amended) rule, regulation, policy, procedure, or operating bulletin, no bargaining unit employee shall be disciplined for violation of any such new or amended rule, regulation, policy, procedure, or operating bulletin until the City and/or the Department has provided the Union with the notice and opportunity to bargain set forth in Paragraph 3 above. Further, no bargaining unit employee shall be disciplined for violation of any such new or amended rule, regulation, policy, procedure, or operating bulletin until the City and/or the Department has disseminated such new or amended rules, regulation, policy, procedure, or operating bulletin at least seventy-two (72) hours in advance of implementation. For the purpose of this Article, dissemination of such new (or amended) rule, regulation, policy, procedure, or operating bulletin shall be by electronic mail, telecommunication, station briefing, bulletin board posting, personal distribution, or any other appropriate means. For the purpose of this Article, hand-delivery, mailing or e-mailing to the President, Vice-President, Secretary or Treasurer of Local 1162 shall be deemed service upon the Union.

5. Paragraphs 1, 2 and 3 above shall not restrict the Union from requesting bargaining over the decision to implement any new rule, regulation, policy, procedure, or operating bulletin, or any revision to an existing rule, regulation, policy, procedure, or operating bulletin where such directly changes wages, hours, or a term or condition of employment as defined by the Florida Public Employees Relations Act and applicable case law.

ARTICLE 10 - SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid or unconstitutional by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE 11 - APPENDICES AND AMENDMENTS

All appendices and amendments of this Agreement shall be numbered or lettered, dated, and signed by the parties hereto and shall constitute supplements to this Agreement.

ARTICLE 12 - SENIORITY

Upon request, the City shall provide the Union with a seniority list on an annual basis. This list shall be used whenever specific provisions of this Agreement require determination of seniority status.

Seniority shall be defined as the length of continuous service in the City calculated from the date of City employment. Employees that voluntarily or involuntarily separate employment and are subsequently rehired will not have any seniority upon rehire and their rehire rate of pay will be the minimum of the paygrade at time of rehire.

Seniority with regard to classification/rank shall be defined as the length of continuous service in that specific classification within the Fire 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.

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

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 on pay status.

ARTICLE 13 - PERSONNEL REDUCTIONS

In the event there should be a need to lay off employees in the bargaining unit, the employee with the least Department seniority shall be laid off first. (Employees in a higher classification scheduled for layoff may displace employees in a lower classification, provided they meet the qualifications of the position in such lower classification.) Employees shall be recalled in the order of their seniority, provided that such recall rights shall be limited to eighteen (18) months from the date of the employee's layoff. No employee shall be eligible for recall unless he/she meets the qualifications for the position at the time of his/her recall.

ARTICLE 14 - PROMOTIONS

1. Promotional procedures for bargaining unit employees shall be governed by the Personnel Administration Ordinance, provided that the following shall apply to Driver-Engineer and Fire Lieutenant promotions:

- A. Eligibility List

Dependent upon the projected staffing needs of the Department, the Fire Chief may elect at the time of the promotional announcement to request an eligible list be established for a period of twelve (12) months up to and including twenty-four (24) months.

- B. Driver Engineer

- (1) To be eligible to take the Driver-Engineer promotional examination, the employee must meet the following requirements:

- (a) Completion of a minimum of three (3) years satisfactory service as a Firefighter in the Daytona Beach Fire Department; (b) Possession of a State of Florida Firefighter Standards Council Certification of Tenure or Compliance; and
- (c) Possession of a current Emergency Medical Technician Registry Certification issued by the State of Florida; and
- (d) Possession of a valid Florida Class "E" Driver's License, and compliance with all City regulations associated with this license; and
- (e) Possession of Fire Officer I certification; and
- (f) Possession of a Fire Apparatus Pump Operator Certification issued by the State of Florida and having served as a certified relief driver for at least 90 days.
- (g) All of the aforesaid certificates and/or licenses must remain valid during the entire period of the employee's employment.
- (h) All other certificates and/or licenses currently held must remain valid during the entire period of the employee's employment, unless given written permission to allow the certificate or license to expire and/or lapse by the Fire Chief. For a paramedic certification, only the City Manager may grant the authority to allow it to expire and/or lapse.

- (2) In addition to meeting the requirements set forth in paragraph 1, an employee must meet one of the following qualifications in order to be eligible to take the Driver-Engineer promotional examination:

- (a) Three (3) years' service as a Firefighter in the Daytona Beach Fire Department and a minimum of twenty (20) semester hours credit in an accredited college degree program in Fire Science,

Emergency Medical Services, or Public Administration, or the accumulated total of twenty (20) or more semester hours credit in such accredited college degree programs. Additionally, any credits earned and related to these fields of study shall count towards the twenty (20) hours necessary; and excess hours towards promotional exam educational incentive points.

(b) Seven (7) years of service as a Firefighter with the Daytona Beach Fire Department and status as a qualified "Relief Driver" at least 90 days prior to the date of the promotional examination.

Note: the parties agree that the three years of satisfactory service as a Firefighter in the Daytona Beach Fire Department shall include service time up to and including the expiration date of the previous promotional list. Additionally, the parties agree that employees that pass the promotional exam and are placed on the eligibility list will not be promoted until such time that the actual three years of satisfactory service requirement is satisfied. If a vacancy occurs prior to attaining the requisite years of service, the candidate will not be eligible to fill that vacancy.

(3) The City and the Department shall take the following action with respect to the Driver-Engineer promotional examination:

- (a) Announce the promotional examination at least sixty (60) days prior to the examination date;
- (b) Establish and advertise the bibliography source material at the time of posting of the examination date;
- (c) Formulate a written examination;
- (d) Develop hydraulic problem-solving situations for the practical examination;
- (e) Arrange for third party assessors;
- (f) Supervise all portions of the examination process;
- (g) Tabulate examination scores;
- (h) Establish an eligibility list of candidates for the position.

(4) The weights of the parts of the Driver-Engineer promotional examination shall be 30% for the written examination; 40% for the hydraulic problem solving/pumping practical examination; and 30% for the driving ability practical examination. Candidates must achieve a minimum passing score of 70% on each of the following subtest: Written, Driving, and Pumping. Employees receiving a passing score will receive the following additional credit points:

- (a) Daytona Beach Fire Department seniority – .05 point for every year of satisfactory service, not to exceed one (1) point.
- (b) Educational Incentive – .05 point for every semester hour in excess of the minimum requirement, not to exceed one (1) point.

NOTE: An employee with a rating of Unsatisfactory on the performance evaluation conducted in the year preceding the promotional exam may not sit for the exam.

- (5) The eligibility list shall be established using the combined total points of each subtest for each candidate and in accordance with current Personnel Administration Ordinance procedures. Vacancies for Driver-Engineer shall be filled in accordance with current Personnel Administration Ordinance procedures.
- (6) The Union may have a representative present to act as an observer during the administration of the driving ability practical examination. Such Union representative shall not in any manner interfere with the administration and security of the examination process. Any candidate shall have the right to require the removal of the Union representative from the examination site. At the conclusion of the entire Driver-Engineer promotional examination during the "review period" available to the Driver-Engineer candidates, a Union representative shall be allowed to review the examination questions (but not the examination answers provided by the individual candidates) and shall be permitted an opportunity to provide recommendations for the next examination to the Department's Training Division and/or the City's Human Resources Department.

C. Fire Lieutenant

- (1) To be eligible to take the Fire Lieutenant promotional examination, the employee must currently be employed as a Driver-Engineer, meet all of the requirements for Driver Engineer listed in section B as well as the following additional requirements:
 - (a) Three (3) years continuous employment as a Firefighter in the Daytona Beach Fire Department and two (2) years continuous employment as a Driver Engineer in the Daytona Beach Fire Department, and possession of Fire Officer One Certification (if obtained prior to July 1, 2013) or Fire Officer II Certification issued by the Florida Division of State Fire Marshal; and
 - (b) Possession of a State of Florida Firefighter Standards Council Certification of Tenure or Compliance; and
 - (c) Possession of a current Emergency Medical Technician Registry Certification issued by the State of Florida; and
 - (d) Possession of a valid Florida Class "E" Driver's License, and compliance with all City regulations associated with this license; and
 - (e) All of the aforesaid certificates and/or licenses must remain valid during the entire period of the employee's employment.

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(f) All other certificates and/or licenses currently held must remain valid during the entire period of the employee's employment, unless given written permission to allow the certificate or license to expire and/or lapse by the Fire Chief. For a paramedic certification, only the City Manager may grant the authority to allow it to expire and/or lapse.

Note: the parties agree that the two years of satisfactory service as a Driver Engineer in the Daytona Beach Fire Department shall include service time up to and including the expiration date of the previous promotional list. Additionally, the parties agree that employees that pass the promotional exam and are placed on the eligibility list will not be promoted until such time that the actual two years of satisfactory service requirement is satisfied. If a vacancy occurs prior to attaining the requisite years of service, the candidate will not be eligible to fill that vacancy.

(2) In addition to the requirements set forth in paragraph 1, the employee must also meet the following qualifications in order to be eligible to take the Fire Lieutenant promotional examination:

(a) A minimum of forty (40) semester hours credit in an accredited college degree program in Fire Science, Emergency Medical Services, or Public Administration, or the accumulated total of forty (40) or more semester hours credit in such accredited college degree programs. Additionally, any credits earned and related to these fields of study shall count towards the forty (40) hours necessary; and excess hours towards promotional exam educational incentive points.

(3) The City and the Department shall take the following action with respect to the Lieutenant promotional examination:

- (a) Announce the promotional examination at least sixty (60) days prior to the examination date;
- (b) Establish and advertise the bibliography source material at the time of posting of the examination date;
- (c) Formulate a written examination;
- (d) Arrange for third party assessors;
- (e) Supervise all portions of the examination process;
- (f) Tabulate examination scores;
- (g) Establish an eligibility list of candidates for the position.

(4) The Fire Lieutenant promotional examination shall be comprised of a written examination, in-basket, oral interview, role playing, tactical, or any combination thereof. Employees must receive a minimum passing score of 70% on each component of the testing process (as described

above) in order to be placed on the eligibility list. Employees receiving a passing score will receive the following additional credit points:

(a) Daytona Beach Fire Department seniority – .05 point for every year of satisfactory service, not to exceed one (1) point.

(b) Educational Incentive – .05 point for every semester hour in excess of the minimum requirement, not to exceed one (1) point.

NOTE: An employee with a rating of Unsatisfactory on the performance evaluation conducted in the year preceding the promotional exam may not sit for the exam.

- (5) The eligibility list shall be established using the combined total points of each subtest for each candidate and in accordance with current Personnel Administration Ordinance procedures. Vacancies for Fire Lieutenant shall be filled in accordance with current Personnel Administration Ordinance procedures.
- (6) At the conclusion of the entire Fire Lieutenant promotional examination, during the “review period” available to the Fire Lieutenant candidates, a Union representative of the rank of Lieutenant shall be allowed to review the examination questions (but not the examination answers provided by the individual candidates) and shall be permitted an opportunity to provide recommendations for the next examination to the Department’s Training Division and/or the City’s Human Resources Department. Such Union representative shall not in any manner interfere with the administration and security of the examination process.

ARTICLE 15 - TRANSFERS AND REASSIGNMENTS

Transfers and reassignments shall be governed by existing City and Departmental policy, including the Personnel Administration Ordinance where applicable; provided that voluntary reassignments from 56 hour shift positions (e.g., Fire Lieutenant) to 40 hour staff positions (e.g., Training Officer, EMS Coordinator, shall normally be for two (2) years unless the Fire Chief requires that such period be extended to complete a project which commenced prior to the expiration of the two (2) year period. Should such extension be required, it shall be limited to the period necessary to complete the project, but in no event for a period in excess of six (6) additional months. Involuntary reassignments shall be for a period of one (1) year, unless the Fire Chief requires that such period be extended to complete a project which commenced prior to the expiration of the one (1) year period. Should such extension be required, it shall be limited to the period necessary to complete the project, but in no event for a period in excess of six (6) additional months.

ARTICLE 16 - LIGHT DUTY ASSIGNMENTS

The Department shall have the right to assign or not 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 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.

ARTICLE 17 - PERSONNEL ADMINISTRATION ORDINANCE

Except as expressly modified in this Agreement, the City's Personnel Administration Ordinance shall apply to employees covered hereunder.



ARTICLE 18 - GRIEVANCE AND ARBITRATION

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.

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 are limited to claims which are dependent for resolution exclusively upon interpretation or applications of one or more express provisions of this Agreement. The City need not entertain or process any dispute, claim or complaint or other matter not meeting this definition.

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 Deputy Chief of Operations 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 through-out the grievance procedure. Upon receipt of the grievance, the Deputy Chief of Fire Operations 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 Deputy Chief of Fire Operations 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 Deputy Chief of Fire Operations 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 Deputy Chief of Fire Operation's response in Step 1 above. The Department Head or his designee shall discuss the grievance with the grievant (whether it be an individual employee or the Union) and 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, 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.

4. If the grievant (whether it be the Union or an individual employee) is not satisfied with the decision in Step 3 above, the grievant may request arbitration by hand delivery 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.

5. Within ten (10) calendar days from receipt of such notice of arbitration, the parties shall meet to select an arbitrator. In the event the parties cannot agree on an arbitrator, they shall within five (5) calendar days, jointly 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.

6. As promptly as possible after the arbitrator has been selected, he 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 bear the expense of its own witnesses and of its own representatives for purposes of the arbitration hearing.

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 and City Ordinances or resolutions, except to the extent as

specifically provided herein.

8. The arbitrator may not issue declaratory opinions and shall confine himself exclusively to the question which is presented to him, which question must be actual and existing. 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 parties agree that the standard of review of the arbitrator's decision 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. If the Court determines that an appeal was completely frivolous and taken in bad faith, it may assess the costs of the appeal against the losing party.

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.

10. 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 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 proceed to the next step.

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

12. 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.

13. Grievances involving interpretation and application of this Agreement and/or Personnel Administration Ordinance and Departmental Rules, Regulations, and Policies and grievances involving disciplinary action, including, but not limited to, reprimand, demotion, suspension, and discharge, may be processed through the Grievance and Arbitration procedure herein. This Grievance and Arbitration procedure shall be the sole and exclusive procedure available to bargaining unit employees to contest any and all

of the aforesaid matters. The parties hereby agree that the Personnel Administration Ordinance Appeals procedures shall not be applicable or available to the employees covered by this Agreement.

14. A copy of the employer's response at each step of the grievance process shall be given to the Union. If the Union notifies the City that a particular grievance was not initiated by the Union, and the grievant has not provided the Union with a copy of such grievance, the City shall provide the Union with such copy.

ARTICLE 19 - APPLICATION OF EXISTING CITY POLICIES

1. Jury duty, time off for voting, termination pay, mileage reimbursement, military leave, family leave, leaves of absence without pay, and job-related physician visits shall be governed by current Personnel Administration Ordinance, City, Departmental, and/or Division Policies, whichever are applicable.

2. Personal leave for death in the immediate family shall be governed by current Personnel Administration Ordinance, City, Departmental, and/or Division Policies, whichever are applicable; provided that employees covered hereunder shall be eligible to utilize a maximum of forty-eight (48) hours thereunder. (See Article 24).

3. Working out-of-classification shall be governed by current Personnel Administration Ordinance, City, Departmental, and/or Division Policies, whichever are applicable; provided that no employee covered hereunder shall forfeit his eligibility for additional pay for working out-of-classification for a period in excess of forty-eight (48) hours if, during the required forty-eight (48) hour period, the employee utilizes a work exchange for six (6) hours or less for the sole and exclusive purpose of attending class at an approved and/or accredited educational institution. At the Division's request, the employee shall be required to verify his/her class attendance as a condition precedent to receiving the additional pay for complying with the forty-eight (48) hour requirement.

4. Employees working one or more non-consecutive 24 hour shifts in the 159 hour tri-weekly period shall be compensated for working out of class commensurate with existing city policy.

ARTICLE 20 - WORK EXCHANGE

Work exchanges shall be governed by existing Departmental policy. The Fire Department will implement the following changes to the existing work exchange policies:

A. To be eligible for a work exchange, the employee must have the work exchange approved before the completion of his/her previous shift.

B. In emergency circumstances, the Battalion Chief, in his/her discretion, may waive the requirement that the work exchange be approved before the completion of the employee's previous shift; provided that the Battalion Chief determines that Departmental needs are satisfied and that the granting of such waiver will not disrupt Departmental operations. The granting of a waiver in a particular case shall not constitute a precedent with respect to any other case.

C. In so far as possible work exchanges will be made rank for rank. If, however, the employee requesting the exchange is a paramedic and a paramedic is required to fulfill staffing requirements, the requesting paramedic may be required to exchange with another paramedic in the rank immediately above or below the rank of the requesting paramedic.

D. For good reason (e.g., emergency circumstances), the Battalion Chief, in his/her discretion, may allow a work exchange between employees in different ranks if the replacement employee is fully qualified to perform the duties of the employee he/she is replacing and the City will incur no additional cost as a result of such work exchange.

ARTICLE 21 - WORK HOURS AND OVERTIME

1. The work hours and work cycles for shift personnel covered hereunder shall be governed by the current policies and procedures for the duration of this Agreement. The work hours for non-shift personnel shall be governed by the current policies and procedures for the duration of this Agreement.

2. Employees eligible for overtime who are required to work in excess of their normal work period shall be compensated for all hours worked over their normal work period at a rate equal to one and one-half (1½) times regular hourly rates.

3. Each Battalion shall maintain a list of personnel from which selections for overtime will be made. When overtime hiring is required, it will be offered to the person at the top of this list first. Upon accepting overtime for more than twelve (12) hours, the person's name will be placed on the bottom of the list. Acceptance of overtime offered for less than twelve (12) hours or less will allow the person's name to remain at the top of the list.

Should the person offered overtime choose not to accept, his/her name will be moved to the bottom of the list. The next person on the list would then be offered the overtime until the position is filled. If the person at the top is "not available" because of an accepted Fire Department reason, his/her name will remain at the top of the list until the next overtime is offered.

Should there be a need for a paramedic to work overtime, then the first paramedic on the list will be offered the position. If he/she either accepts or refuses, his/her name will be moved to the bottom of the list in accordance with the procedure set forth above. (Paramedics "not available" because of an accepted Fire Department reason will also be governed by the procedures set forth above.)

The Department may pass over a higher ranking employee (e.g., Lieutenant or Driver Engineer) if it determines that a lower ranking employee (e.g., Driver Engineer or Firefighter) is needed. Employees in the rank of Firefighter shall not be passed over except in unusual circumstances.

As used in this Article, "accepted Fire Department reason" for not being available for overtime shall be the following:

- A. The employee called is on a work exchange; or
- B. The employee called is working on an outside detail which conflicts with the overtime assignment; or
- C. Any other reason which Fire Department management, in its discretion, deems as being acceptable due to the Department's operational needs.

Notwithstanding the provisions of this section, all other issues concerning eligibility for and restrictions on working overtime shall be governed by current Fire Department policy.

4. Call out pay shall be paid in accordance with existing Personnel Administration Ordinance policy.

5. Off-duty assignments shall be governed by existing Fire Department policy (i.e., not by the overtime procedures set forth above). Off-duty assignments shall be made in an equitable manner.

ARTICLE 22 - UNIFORMS

The Department shall furnish and maintain all uniforms and protective clothing without cost to the employees in accordance with existing policies and procedures.

All protective clothing and personal equipment shall meet the N.F.P.A. 1500 standard in effect at the time of the purchase, providing the highest level of protection from among federal, and state, consensus standards for use in the Florida environment.

ARTICLE 23 - TUITION REIMBURSEMENT

Employees covered under this Agreement will receive reimbursement for tuition and related educational expenses up to one thousand dollars (\$1,000) per fiscal year for completed course work in accordance with existing City policy. The City may increase the maximum amount normally reimbursed for tuition and related educational expenses in any year where the City determines that special circumstances so warrant.

ARTICLE 24 - PERSONAL LEAVE

PERSONAL LEAVE

1. Personal leave days are days in which an employee may be absent from the job and still receive his or her regular wage.

2. All budgeted employees, not including police and fire reserve personnel, shall earn and accrue personal leave for each month of service or major fraction thereof at the rates set forth in the accrual table below. Part-time budgeted employees whose regular work period is between 20-40 hours shall earn and accrue personal leave at a rate substantially equivalent to that of other employees.

3. Employees shall use personal leave days annually in the minimum amount set forth in the use table below. Personal leave is intended to be used for periodic vacation or incapacitating illness; however, it may be used for other reasons. Personal leave use is subject to the following conditions:

- a. Personal leave use shall not be used prior to the time that it is earned and credited to the employee.
- b. Personal leave use is authorized only upon approval of appropriate supervisory personnel.
- c. Personal leave use may be authorized either as "scheduled" or "unscheduled" leave. Scheduled personal leave is leave which has been requested at least five (5) days in advance of the use. Unscheduled personal leave is leave which has been requested less than five (5) days in advance of the use.
- d. In the event of unforeseen sickness or emergency which causes an employee to be unable to appear for work or necessitates leaving before the completion of work, the employee must notify his or her supervisor prior to the start of the scheduled work period or prior to leaving the work assignment in order to obtain approval for use of personal leave. Failure to do so may result in denial of the use of personal leave.
- e. For a death in the immediate family, leave up to a maximum of 48 hour per occurrence may be charged as scheduled personal leave. Immediate family means the employee's wife, husband, children, parents, brothers, sisters, grandparents, mother-in-law, father-in-law, and any person who is part of the employee's household.
- f. Personal leave usage shall be calculated to the nearest 1/10th of an hour, reflecting the actual time the employee was not at work during the normal work period.

g. Employees using personal leave are considered to be working for the purpose of accumulating additional personal leave and determining length of service.

4. All employees must use the minimum number of personal leave hours annually, or the unused hours up to the minimum will be forfeited.

5. Employees may carry over unused personal leave from one fiscal year to the next up to the maximum amounts set forth in the carry-over table below. Any amount in excess of the maximum carry-over shall be forfeited. Reasonable efforts shall be made to arrange personal leave schedules to accommodate employee needs and avoid forfeiture of hours, without adversely affecting work.

PERSONAL LEAVE ACCRUAL TABLE						
LENGTH OF SERVICE	HOURS EARNED ANNUALLY			HOURS EARNED MONTHLY		
	40 hour work period	159 hour work period	20 hour work period	40 hour work period	159 hour work period	20 hour work period
1 month to 7 th year anniversary month	192	268.8	96	16	22.4	8
1 st month of 8 th year to 14 th year anniversary month	216	302.4	108	18	25.2	9
1 st month of 15 th year to 19 th year anniversary month	240	336	120	20	28	10
1 st month of 20 th year and beyond	264	369.6	132	22	30.8	11

PERSONAL LEAVE USE TABLE			
HOURS AVAILABLE FOR USE ANNUALLY			
LENGTH OF SERVICE	40 Hr. Work Period	159 Hr. Work Period	20 Hr. Work Period
	Minimum	Minimum	Minimum
1 month to less than 6 months	0	0	0
6 months to less than 1 year	0	0	0
1 year to less than 7 years	120	100	60
7 years to less than 14 years	136	190	68
14 years to less than 20 years	136	190	68
20 years to less than 25 years	136	190	68
25 years or more	136	190	68

PERSONAL LEAVE CARRY-OVER MAXIMUMS	
Work Period	Maximum Carry-Over
40 Hours	960 Hours
159 Hours	1,344 Hours
20 Hours	480 Hours

- a. **Personal Leave Usage with Workers' Compensation Benefits.** Employees absent due to injury incurred in the line of duty for which worker's compensation is authorized shall be permitted to take personal leave in addition to worker's compensation benefits upon written request. However, in no case shall the total amount paid for both worker's compensation and personal leave exceed the amount of wages to which the employee would have been entitled had the injury not occurred.
- b. **Personal Leave Donations.** Full-time permanent employees of the City may donate accrued personal leave to other permanent employees as permitted by the City Manager.

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- c. **Military Leave.** Military leave shall be considered the same as service with the City for the purpose of accumulating credit for personal leave and length of service.
- d. **Leave of Absence.** A permanent employee may be granted a leave of absence without pay or benefits for a period not to exceed 12 months, regardless of whether the employee has accrued unused personal leave. Such leave may be granted for sickness, disability, jury duty, military duty, or other good and sufficient reasons, in the best interest of the City.

6. **Personal Leave Cash-Out Program**

The Personal Leave Cash-Out Program allows an employee with personal leave in their personal leave bank according to the table below to exchange hours of personal leave according to the table below for an equivalent amount of pay. The exchange may occur only one time per fiscal year of October through September. The hours exchanged will be deducted from the employee’s personal leave bank. Disbursement will occur the pay period following approval, barring any unforeseen circumstances.

PERSONAL LEAVE CASH-OUT			
Work Period	Personal Leave Balance	Cash-Out	Deducted
159-hour	392	56/112	56/112
40-hour	280	40/80	40/80
20-hour	140	20/40	20/40

7. **Personal Leave Payoff Upon Separation**

a. A permanent budgeted employee leaving the municipal service in good standing after giving two weeks advance notice of separation 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.

Personal leave hours upon separation may not be donated to the Union Leave Bank, if one exists.

b. An employee who fails to give two weeks advance notice of separation shall forfeit all accrued personal leave of up to 40 hours if a 40 hour work period employee, and up to 56 hours if a 159 hour work period employee. Personal leave shall not be used as any part of the required two weeks' notice of separation or to extend service.

ARTICLE 25 - EDUCATIONAL LEAVE

Educational leave shall be governed by the City's current policy concerning leaves of absence without pay.



ARTICLE 26 - JOB-RELATED MEDICAL LEAVE OF ABSENCE

The use of personal leave by an employee who is unable to work due to a job-related injury shall be governed by the City's current personal leave policy; provided, however, that should an employee become sick or injured and must be relieved from duty after he/she has commenced work during his/her 24-hour shift, the unworked portion of his/her 24-shift shall be designated Administrative Leave (AD). Such hours shall not be deducted from the employee's Personal Leave balance.



ARTICLE 27 - PARAMEDIC PAY

1. State of Florida certified Paramedics that have been cleared to practice by the Volusia County Medical Director's Office and approved to practice by the Fire Chief or his/her designee shall receive paramedic pay in the amount of \$8,736.00 per year. Paramedic pay will be paid on a weekly basis and will be included in base pay compensation for purposes of computation of pension contributions and payment. The City will continue to pay paramedic pay in accordance with this article as long as the City continues to provide ALS services.

2. Effective the first full payroll period after the ratification of this agreement, Bargaining Unit employee assigned as a Preceptor will be eligible to receive \$5.00 per shift for each shift they are so assigned.

ARTICLE 28 - POLICE AND FIRE PENSION PLAN

For Fiscal Year 2023-2024, and the duration of this Agreement, all terms, conditions, definitions, and benefits of the Police and Fire Pension Plan that are applicable to the bargaining unit employees covered under this Agreement are set forth in the City of Daytona Beach's City Charter, Subpart D, as most recently amended, adopted and implemented by the City Commission, except as modified below:

- I. The parties mutually agree to use all IPTR previously accumulated and prospectively received prior to September 30, 2025 to offset the City's annual contribution in accordance with Florida Statutes, Chapter 175. Any use of the IPTR received after the expiration of this agreement shall be subject to the collective bargaining process, including the impasse resolution procedures under the Florida Public Employees Relations Act.

To the extent required by law, pension plan changes negotiated between the parties, or established through the impasse resolution process, and approved by the City Commission will be incorporated in the Police and Fire Pension Ordinance and will be implemented in accordance therewith.

ARTICLE 29 - HEALTH AND LIFE INSURANCE BENEFITS

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 30 - SAFETY AND HEALTH

1. The City agrees to comply with all applicable safety and health laws and regulations applicable. Given the inherent dangers and risks associated with the fire service, the City agrees to implement precautionary measures as necessary to promote the health and safety of its Fire Department personnel in order to eliminate accidents, injuries, deaths, and illnesses within the Fire Department.

2. There shall be a joint safety and health committee composed of an equal number of City and Union representatives. The Union's representatives shall be selected by the Union.

3. The City shall compensate Union members of the Committee for all pre-approved time spent on Committee business, including time spent in inspections, handling of safety problems, accompanying inspectors, and in meetings or training seminars related to safety and/or health.



ARTICLE 31 – WAGES

1. The minimums and maximums of pay ranges for Fiscal Year 2023-2024 and Fiscal Year 2024-2025 shall be:

<u>Classification</u>	<u>Minimum</u>	<u>Maximum</u>
Firefighter		
FY 2023-2024	\$46,352.47	\$69,644.02
FY 2024-2025	\$47,743.04	\$71,733.40
Driver Engineer		
FY 2023-2024	\$49,439.01	\$76,061.09
FY 2024-2025	\$50,922.18	\$78,342.92
Fire Lieutenant		
FY 2023-2024	\$62,045.46	\$87,743.51
FY 2024-2025	\$63,906.83	\$90,357.82

2. There shall be a 3% across the board wage increase for Fiscal Year 2023-2024 effective October 1, 2023. The minimum and maximum of each range shall increase 3% as shown above.

April 7, 2024 – 2% increase for all active employees, except for those at the maximum of the range. The minimum and maximum of each range will not increase. Employees at the maximum range will be eligible to receive a lump sum payment of 2%. For applicable employees, the base salary will be increased to the maximum of the range and the employee will receive the difference of that amount and 2% in a lump sum payment.

3. There shall be a wage increase for Fiscal Year 2024-2025 as outlined below:
- October 6, 2024 – 3% across the board. The minimum and maximum of each range shall increase 3% as shown above.
 - April 6, 2025 – 2% increase for all active employees. The minimum and maximum of each range will not increase. Employees at the maximum range will be eligible to receive a lump sum payment of 2%. For applicable employees, the base salary will be increased to the maximum of the range and the employee will receive the difference of that amount and 2% in a lump sum payment.
4. Wage increases (if any) for Fiscal Year 2025-2026 (and thereafter) shall be established through negotiations, and, if necessary, the impasse resolution procedures under the Florida Public Employees Relations Act.

ARTICLE 31 (a) - WAGES (SPECIAL TEAMS/ASSIGNMENTS)

1. Effective the first pay period following the execution of this Collective Bargaining Agreement, the following special team/assignment pay will apply.

2. Relief Drivers: Employees covered hereunder shall receive additional compensation in the amount of \$350.00 per year, payable in weekly installments while assigned as a relief driver. The Department, at its discretion, may appoint as many relief drivers as it deems necessary for the safe and efficient operation of the Fire Department.

3. SCBA Repair: Employees covered hereunder shall receive additional compensation in the amount of \$600.00 per year, payable in weekly installments while assigned to SCBA Repair. The Department, at its discretion, may appoint up to nine (9) employees to SCBA Repair.

4. State Certified Fire Inspector: Employees covered hereunder shall receive additional compensation in the amount of \$400.00 per year payable in weekly installments, while assigned as a State Certified Fire Inspector. The Department, at its discretion, may appoint as many employees as State Certified Fire Inspectors as it deems necessary for the safe and efficient operation of the Fire Department. State Certified Fire Inspectors currently receiving pay shall continue to receive their current Fire Inspector pay. The term "current Fire Inspector pay" shall mean the actual amount (not the percentage) received by each of the three inspectors on August 1, 2000, without increase or decrease for the duration of his or her service as a certified Fire Inspector. Should any current Fire Inspector no longer be eligible for such pay (e.g., due to retirement, termination, loss of certification, etc.), his or her Fire Inspector pay will cease.

5. Rescue Truck Incentive: Effective the first payroll period after final approval of this agreement, Firefighters assigned to "Rescue Truck 1" and "Rescue Truck 5" will be eligible to receive \$5.00 per shift for each shift they are so assigned. This assignment pay is limited to four (4) employees per shift. Employees must be assigned for at least 18 hours per shift to receive the stipend.

6. Firefighters that attain a Fire Officer I State of Florida certification will receive \$30.00 per week and Driver/Engineers that attain a Fire Officer II State of Florida certification will receive \$30.00 per week. If Driver/Engineers have the Fire Officer I State of Florida certification issued prior to July 1, 2013, then that will satisfy the requirement for having the Fire Officer II State of Florida certification. Additionally, Lieutenants that attain a Fire Officer III State of Florida certification will receive \$30.00 per week. A Lieutenant shall be eligible to receive the stipend once the coursework and task book is completed and the only other requirement is the time in grade. Upon becoming eligible to sit for the test, the employee will have 60 days to pass the exam. Failure to pass the test within 60 days of becoming eligible will result in the forfeiture of the stipend.

7. Effective the first full payroll period after the ratification of this agreement, Bargaining Unit employees assigned to the Technical Rescue Team will receive \$20.00 per week for weeks they are assigned to the team. This assignment pay is limited to thirty (30)

employees.

8. Effective the first full payroll period after the ratification of this agreement, Bargaining Unit employees assigned to the Drone Team will receive \$10.00 per week for weeks they are assigned to the team. This assignment pay is limited to fifteen (15) employees.

9. Field Training Officer (FTO): Effective the first full payroll period after the ratification of this agreement, Lieutenants assigned probationary Firefighters (only) shall receive additional compensation in the amount of \$20.00 per week. Lieutenants assigned to work as Field Training Officers shall be required to perform all duties relating to the training (and retraining) of probationary Firefighters and such other training and related duties as the Department may require.

10. It is agreed and understood that the assignments set forth in paragraphs 2 through 9 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. Management reserves the right to determine the membership and number of specially trained individuals compensated to meet departmental objectives. Management may determine the number of special teams on which an individual serves.

Among other criteria for selection and retention for special team/assignment compensation are qualifications, experience, skill level, level of participation, training, attendance, performance appraisals, and disciplinary history. Special team/assignment appointments shall be for one year and shall be reviewed annually for reappointment.

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ARTICLE 32 - HOLIDAYS

1. Employees covered hereunder shall receive the same holiday leave as is applicable to other City employees. Employees covered hereunder shall receive the same birthday program and employee appreciation day as are applicable to other City employees.

2. 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. 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.)

ARTICLE 33 - DRUG TESTING

A. Purpose:

1. It is the City's policy that members present themselves for duty, free of the influence of illegal drugs or other intoxicants. The use of illegal drugs and the abuse of alcohol by City employees constitute a danger to the employee, fellow employees, and the general public. The use, consumption, possession, distribution, sale, manufacture, presence in the body or being under the influence of an illegal drug, or (possessing or being under the influence of) alcohol in the workplace may negatively affect the Employer's efficiency in providing service to its citizens and can have an adverse impact on the public perceives the City and its employees. The use, consumption, possession, distribution, sale, manufacture, presence in the body being under the influence of an illegal drug, (or the possession or being under the influence of alcohol in the workplace - .04 Blood Alcohol Level or higher constitutes being under the influence of alcohol) by Firefighters is more serious because it destroys the credibility of the fire service, the Firefighter, and adversely impacts the employee's job performance. For this reason, the use, consumption, possession, distribution, sale, manufacture, presence in the body or being under the influence of an illegal drug, (or the possession of being under the influence of alcohol in the workplace) by a Firefighter will be grounds for immediate termination.
2. The use, consumption, possession, distribution, sale, manufacture, presence in the body or being under the influence of illegal drugs or alcohol by members while performing job duties for the City is specifically prohibited.
 - a. Members are prohibited from possessing an open container of alcohol, using, distributing, or being under the influence of alcohol while on the job or on City property. (Such conduct is specifically prohibited and is grounds for immediate termination.) City property includes such areas as parking lots, vehicles, break rooms and locker rooms.
 - b. The use, consumption, possession, distribution, sale, manufacture, presence in the body or being under the influence of illegal drugs, whether on or off duty, is prohibited as it may affect on-the-job performance and the confidence of the public in the City's ability to provide services to meet its obligations. The use, consumption, possession, distribution, sale, manufacture, presence in the body or being under the influence of illegal drugs by members at any time, whether on or off duty, is specifically prohibited and is grounds for (immediate) termination.

B. Circumstances When Testing May Be Required:

1. The City Manager, or designee, or the Fire Chief, or designee, may require a member to submit to testing when the member's immediate supervisor (Lieutenant or above) or a supervisor of the rank of Battalion Chief or above has a reasonable suspicion to believe that the member has used, consumed, possessed, distributed, sold, manufactured, had present in the body or been under the influence of illegal drugs or alcohol in violation of this policy. A reasonable suspicion is an opinion which is based on specific and articulable facts and reasonable inferences drawn from those facts in light of experience. A supervisor may suspect that a member is using or under the influence of illegal drugs or alcohol by observing symptoms or behavior, including but not limited to:
 - a. Excessive absenteeism or chronic lateness.
 - b. Drowsiness or sleepiness.
 - c. Alcohol on breath.
 - d. Slurred or incoherent speech.
 - e. Unusually aggressive behavior.
 - f. Lack of manual dexterity or coordination.
 - g. Unexplained work related accident or injury.
 - h. Arrest for drug or alcohol related crime.
 - i. Vehicle accident in a City owned vehicle.
 - j. Suffered a worker's compensation injury.
 - k. Abnormal conduct or erratic behavior and/or a significant deterioration in work performance.
 - l. A report of drug use provided by a reliable and credible source.
 - m. Evidence that an individual has tampered with a drug test during his or her employment with the City.
 - n. Reliable information that a member has caused or contributed to an accident while at work.
 - o. Evidence that a member has used, possessed, sold, solicited, or transferred drugs outside of his job related responsibilities.

The decision to require the member to submit to testing in the case of suspected alcohol abuse, or in the case of suspected drug abuse, will require the approval of the City Manager, or designee, the Fire Chief, or designee, upon recommendation of the member's immediate supervisor (Lieutenant or above) or a supervisor of the rank of Battalion Chief or above, prior to any test taking place. The cost of such test shall be the Employer's responsibility. Members who are using lawfully prescribed drugs are encouraged to notify their department head in advance of taking a drug test. The Police Department will be notified if illegal drugs are found or involved. The Employer, in coordination with law enforcement officers, reserves the right to search City property and facilities.

2. On a random basis, provided that no member shall be randomly tested more than two (2) times in the same calendar year, (no more than ten) bargaining unit employees shall be tested monthly. Random selection shall be made through the City's computer generated selection process.
3. Routine-fitness-for-duty. The City shall require a member to submit to a drug test if the test is conducted as part of a routinely scheduled member fitness-for-duty medical examination that is part of the City's established policy or that is scheduled routinely for all members of an employment classification or group.
4. Application and reapplication. Applicants for positions covered by the bargaining unit or former members reapplying for positions covered by the bargaining unit shall be required to submit to a drug test prior to being offered employment with the City.

C. Testing Procedures:

1. Drug Testing shall be at a designated facility as arranged through the City Nurse's Office, the Human Resources Office, or the City Manager's Office. Chain of custody procedures, security procedures, and specimen collection (access to authorized personnel only, privacy, and integrity and identify of specimen) at the designated facility shall be established and performed by a licensed medical laboratory under professionally recognized standards and procedures. (Alcohol Testing shall be either conducted pursuant to the foregoing, or by Breathalyzer conducted at any location by a certified Breathalyzer operator.)
 - a. Members who are required to submit to a test for the presence of alcohol or illegal drugs shall sign an authorization releasing all test results and records to the City. Any member who refuses to sign such authorization or who refuses to submit to alcohol or drug testing in accordance with this policy shall be considered insubordinate, and shall be subject to disciplinary action, up to and including termination.
 - b. While awaiting the results of an initial and confirmation drug test (or an alcohol test), members who are required to test based upon reasonable suspicion will be removed from active duty and placed on administrative leave with pay. If the test results are positive, the member shall be placed on personal leave or leave without pay pending the outcome of an internal administrative investigation. (.04 Blood Alcohol Level or higher constitutes a positive test result).
2. In testing for the presence of alcohol, Breathalyzer testing or testing that provide quantitative results showing the amount of alcohol present in the

blood will be utilized. (.04 Blood Alcohol Level or higher constitutes a positive test result).

3. In testing for the presence of illegal drugs, the following procedures shall be followed:
 - a. The sample shall be submitted for the initial drug test.
 - b. If the results of the initial test are positive, the sample will be submitted for further confirmation test to verify the initial test results.
 - c. If the results of the second test are positive, the Employee shall be notified and provided with an opportunity to explain the positive test results.
4. The use, consumption, possession, distribution, sale, manufacture, presence in the body or being under the influence of an illegal drug will be grounds for immediate termination. Any member found to have possessed, used, or been under the influence of alcohol while on duty shall be terminated.
5. Any member who feels a need for alcohol treatment may request and will receive treatment through the City's Employee Assistance Program (EAP). Those who voluntarily come forward before being mandatorily requested to go for an alcohol screening will be permitted to continue employment with the City, provided they comply with all requirements of the alcohol treatment and/or rehabilitation program.
6. Those members who successfully complete a course of treatment or rehabilitation will be subject to unannounced testing for alcohol for a period of one year following completion of the treatment/rehabilitation program. A test result indicating the presence of alcohol during this period will result in the member's discharge from City employment (.04 Blood Alcohol Level or higher constitutes a positive test result). Any grievance resulting from such a termination will only be processed through Step III of the grievance and arbitration process.
7. Any member who has a need to enter a substance abuse program may request and will receive treatment through the City's Employee Assistance Program (EAP). Members who voluntarily come forward before being mandatorily requested to go for a drug test will be permitted to continue employment with the City, provided they comply with all requirements of the substance abuse program. While in the program, the member will be allowed to return to work if the authorized treating physician/psychologist approves; if not, the member may be placed on personal leave until approved to return to work.
 - a. The member will be required to sign a "last chance agreement". Said agreement requires the member to complete the recommended treatment

program/plan established by the City's Employee Assistance Program (EAP). If the member does not successfully complete the recommended treatment program/plan as determined by the authorized treating physician/psychologist, the member shall be terminated. Any grievance resulting from such termination will only be processed through Step III of the grievance and arbitration process.

- b. If the member successfully completes the recommended treatment program/plan, the member will be subject to random tests for five (5) years following completion of the recommended treatment program/plan. Members refusing to submit to a random testing or having a positive, adulterated or tampered with specimen, after rehabilitation, shall be terminated. Any grievance resulting from such a termination will only be processed through Step III of the grievance and arbitration process.
8. Any member who is arrested for or convicted of a drug related offense is required to notify the Fire Chief or designee no later than twenty-four (24) hours after such arrest or conviction.
9. Members who are required by this Article to take a test shall be required to sign an authorization form releasing the records of such tests to the City. The City shall release relevant information contained in those records only to those City management officials and representatives directly involved in employment related decisions involving that member. This shall not limit the City from providing work-related information regarding the member to the member's supervisors, including work-related limitations or requirements and the reasons therefore. Each individual receiving such information will be instructed regarding the confidential nature of the information.

D. If a member disputes the certification of a reasonable suspicion, the member must nonetheless submit to testing as ordered while simultaneously filing a grievance over the order. The intent to file a grievance must be orally communicated to the City at the time the testing is ordered. Refusal to submit to testing under the terms stated above shall be considered insubordination and may be grounds for disciplinary action, up to and including termination.

E. The Union and the City recognize and agree that the use of a prescription medication that is not in compliance with a doctor's directions is forbidden according to City policy and this Agreement.

F. Any member who refuses to submit to alcohol or drug testing in accordance with this policy shall be considered insubordinate and shall be subject to disciplinary action, up to and including termination. Moreover, anyone acting to subvert the efficacy of this drug testing program or whose conduct during the procedures described herein is unbecoming

or insubordinate shall be subject to disciplinary action, up to and including termination.

G. Members shall not be denied the right to notify a Union representative that testing has been ordered. The Union and the City agree that such representation will be promptly; provided that such representation will not delay or in any manner interfere with the testing process.

H. The Union may inspect individual test results if the release of this information is authorized by the member involved.

I. The City shall be responsible for the costs of administering drug and alcohol tests.

ARTICLE 34 - WORK STOPPAGES

1. There shall be no strikes, lockouts, work stoppages, slow-downs, mass resignations, sickouts, or other job actions or refusal to perform assigned work by the employees covered under this Agreement.

2. 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.

3. 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. 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. Accordingly, it is understood and agreed that in the event of any violation of this Article, the Union agrees to the issuance of legal and equitable relief against the Union, its officers, and agents, in accordance with applicable laws.

ARTICLE 35 - MANAGEMENT RIGHTS

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.

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 (including workload) 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/or otherwise 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, Department, and Division 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 belief that the employee is unable to perform any or all of his assigned job duties.

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 are retained by the City.

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.

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.

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 the action taken by the management violated a specific provision of this Agreement.

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 specifically requires such bargaining.

ARTICLE 36 – TOBACCO-FREE POLICY

The City of Daytona Beach Fire Department is a “tobacco-free” Department. No employee covered hereunder shall be permitted to use any tobacco products at any time on duty or in uniform. Use of tobacco products in violation of this Article shall be grounds for progressive disciplinary action, up to and including dismissal.

ARTICLE 37- 457 PLAN PROVISION

In addition to the current plans provided for deferred compensation the city will allow the IAFF-FC to provide services as currently provided by Great West and ICMA-RC. The City shall incur no cost for this provision of services.



ARTICLE 38 - DURATION OF AGREEMENT

Upon final approval and execution by the parties, this Agreement shall become effective and shall remain in full force and effect until and including September 30, 2025. Any future wage increases shall be based solely on negotiations between the parties and implementation of a new collective bargaining agreement for FY 2025-2026 (and subsequent fiscal years), and, where required, the statutory impasse resolution process.

LOCAL 1162, INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS

By: [Signature]

Attest: DEAN TENADORE

Date: 9/14/2023

Witnesses:

[Signature]
DEBBIE WILLIAMS

CITY OF DAYTONA BEACH
A Florida Municipal Corporation

By: [Signature]
Derrick L. Henry, Mayor

Attest: [Signature]
Letitia LaMagna, City Clerk

Date: 09-21-23

Witnesses:

[Signature]
Alan Blut

APPROVED BY: [Signature]
Benjamin Gross, City Attorney