

# Agreement

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

and the

**Florida State Lodge Fraternal Order of Police, Inc.  
(POLICE LIEUTENANTS)**

October 1, 2023 - September 30, 2025

## TABLE OF CONTENTS

ARTICLE I	- PREAMBLE	1
ARTICLE II	- RECOGNITION	2
ARTICLE III	- APPENDICES AND AMENDMENTS	3
ARTICLE IV	- NONDISCRIMINATION	4
ARTICLE V	- GENDER	5
ARTICLE VI	- DUES DEDUCTION	6
ARTICLE VII	- WORK STOPPAGES	7
ARTICLE VIII	- EMPLOYEE DISCIPLINARY PROCEDURES	8
ARTICLE IX	- SENIORITY AND LAYOFFS	10
ARTICLE X	- MANAGEMENT RIGHTS	12
ARTICLE XI	- GRIEVANCE AND ARBITRATION PROCEDURE	14
ARTICLE XII	- RULES AND REGULATIONS	18
ARTICLE XIII	- UNION BUSINESS	19
ARTICLE XIV	- UNIFORMS	21
ARTICLE XV	- REPLACEMENT OF PERSONAL PROPERTY	22
ARTICLE XVI	- TRANSFERS AND REASSIGNMENTS	23
ARTICLE XVII	- MISCELLANEOUS LEAVE POLICIES	24
ARTICLE XVIII	- PROFESSIONAL DEVELOPMENT	26
ARTICLE XIX	- WORK PERIOD AND OVERTIME	27
ARTICLE XX	- CALL-BACK PAY / ON-CALL PAY	29
ARTICLE XXI	- NO SMOKING POLICY	30
ARTICLE XXII	- ALCOHOL AND DRUG TESTING	31
ARTICLE XXIII	- JOB-RELATED INJURY	34
ARTICLE XXIV	- HEALTH AND LIFE INSURANCE BENEFITS	35
ARTICLE XXV	- TUITION REIMBURSEMENT	36
ARTICLE XXVI	- PERSONAL LEAVE	39
ARTICLE XXVII	- WAGES	41
ARTICLE XXVIII	- SPECIAL ASSIGNMENT PAY	42
ARTICLE XXIX	- LIMITATION ON OPENING NEGOTIATIONS	43
ARTICLE XXX	- DURATION OF AGREEMENT	44

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 **Florida State Lodge Fraternal Order of Police**, 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 classification included in the applicable PERC Certification, Certification number 1750. 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: All full-time Police Lieutenants.

EXCLUDED: The Police Chief, Deputy Police Chiefs, Police Captains, Police Sergeants and Officers, Public Information Officer, Administrative Aide (Sergeant) to Patrol Captain, Professional Standards Personnel, Civilian (non-sworn) Personnel, Police Chaplain, and all other employees of the City of Daytona Beach.

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 bi-weekly basis for the term of this Agreement.

6.2 The City shall remit monies so collected to the Union at the following address; Fraternal Order of Police, 242 Office Plaza, Tallahassee, Fl. 32301 or by agreed upon electronic method.

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 FOP dues deduction form that is attached as appendix #1.

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 - WORK STOPPAGES

7.1 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.

7.2 It may 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.

7.3 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.

7.4 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 may be responsible and liable for any act by its agents, representatives, and/or officers, which act constitutes a violation of this Article.

## ARTICLE VIII - EMPLOYEE DISCIPLINARY PROCEDURES

8.1 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.

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

8.3 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.

8.4 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.

8.5 There shall be no disciplinary action or other paperwork entered into an employee's personnel file without the employee being made aware of such action by written notice. 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.

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

8.7 No written warning or written reprimand 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.

8.8 Written warnings and written reprimands 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.

8.9 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. Said employee shall be notified in writing by the City of any such extension.

8.10 Upon dismissal of a permanent employee (Lieutenant) during or at the end of a probationary period, the employee shall be returned to the most recent classification which the employee held.

8.11 An 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 granted permanent status as a Lieutenant.

## ARTICLE IX - SENIORITY AND LAYOFFS

9.1 Seniority shall be defined as the length of continuous service in the City calculated from the date of employment with the City of Daytona Beach Police Department as a full time sworn police officer.

9.2 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. For employees who were promoted with same effective date, seniority will be determined by time in the rank of Sergeant. If a tie in seniority still exists, then the total time with the agency will be the final tiebreaker.

9.3 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.

9.4 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.

9.5 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 lieutenant) 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: Satisfactory (1/2) one half of a point; Unsatisfactory (zero) no 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. 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.

- C. All other details concerning lay-off procedures shall be governed by existing City and Departmental Rules and Regulations.

9.6 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 X - MANAGEMENT RIGHTS

10.1 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.

10.2 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 just 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 dis-

cretion 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.

10.3 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.

10.4 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.

10.5 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.

10.6 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.

10.7 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 fourteen (14) calendar 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 XI - GRIEVANCE AND ARBITRATION PROCEDURE

11.1 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.

11.2 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 described 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 as a class action shall be filed with the Department Head or his designee at Step 2, within the time period prescribed in Step 1.

11.3 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 or his designee within ten (10) calendar days of the occurrence of the event(s) which gave rise to the grievance on the prescribed FOP grievance forms which shall be standard forms used throughout the grievance procedure. Upon receipt of the grievance, the Deputy Chief or his designee shall forward a copy of the grievance to the Department Head. The grievance shall be signed by the union 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 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 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's response in Step 1 above. The Department Head and/or his designee shall 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.

11.4 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 union 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.

11.5 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.

11.6 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 the purposes of the arbitration hearing.

11.7 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.

11.8 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.

11.9 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.

11.10 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.

11.11 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.

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

11.13 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.

11.14 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 XII - RULES AND REGULATIONS

12.1 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.

12.2 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.

12.3 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.

12.4 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.

OK

## ARTICLE XIII - UNION BUSINESS

13.1 Nothing contained in the 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.

13.2 The City shall recognize the following Union Stewards and Alternate Union Stewards to represent bargaining unit employees as described in paragraph 13.3 below:

- (a) Lieutenants - one (1) Steward and one (1) Alternate Steward.

Written notice of the names of the Union Steward and the Alternate Union Steward shall be furnished to the Human Resources Director and the Department Head prior to the effective date of the Union Steward and Alternate Union Steward assuming their duties. Prompt written notification of changes in the Union Steward and the Alternate Union Steward 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.

13.3 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.

13.4 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.

13.5 The function of the Alternate Union Steward is to substitute for the Union Steward in the exercise of the duties set forth in 13.3 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.

13.6 The Union Steward and alternate set forth in paragraph 13.2 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 XIV - UNIFORMS

14.1 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.

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

14.3 Lieutenants will be permitted to use their assigned vehicles to travel between their home and work location (provided the employee lives within the boundaries of Volusia County), or within 5 air miles from the City of Daytona Beach city limits, whichever is greater, and/or on assigned duties; provided that no such vehicle will be utilized for personal use (i.e., any use other than travel between home and work location on assigned duties.) It is the Department's intention to continue this practice; provided, however, that the Police Chief may discontinue such practice with respect to an individual Lieutenant or group of Lieutenants for disciplinary or budgetary reasons.

14.4 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.

14.5 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.

## ARTICLE XV - REPLACEMENT OF PERSONAL PROPERTY

15.1 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 XVI - TRANSFERS AND REASSIGNMENTS

16.1 Transfers and reassignments shall be within the discretion of management.

## ARTICLE XVII - MISCELLANEOUS LEAVE POLICIES

17.1 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 Captain immediately upon receipt and must notify his/her Captain immediately upon the termination of his/her jury duty.

17.2 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.

17.3 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/her official capacity as an employee of the City, he/she shall be compensated in accordance with Departmental policy.

17.4 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.

17.5 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/her Division Captain of the conflict between his/her 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.

17.6 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 XVIII- PROFESSIONAL DEVELOPMENT

18.1 Upon being promoted to the rank of Police Lieutenant, each person occupying such position will be afforded the opportunity to request consideration for professional development courses offered annually (i.e., SPI training, SLP training and FBI training, etc.). The decision to send an employee to one of these schools shall be at the sole discretion of the Chief of Police.

18.2 In the discretion of the Chief of Police, an employee sent to a professional development school or course shall be required to enter into a contract agreeing to reimburse the City/Department the total amount of expense (i.e., tuition, fees, books, room, board, travel, etc.) or a portion thereof incurred by the City/Department if the employee leaves the Department within two (2) years based on the following schedule:

- |    |   |  |
|----|---|--|
| A. | Employee remains employed by the Department for two or more years   | “0” reimbursement                                |
| B. | Employee leaves the Department after one year but before two years  | Reimbursement to the City of ½ of the expenses   |
| C. | Employee leaves the Department after six months but before one year | Reimbursement to the City of ¾ of the expenses   |
| D. | Employee leaves the Department before the completion of one year    | Reimbursement to the City of <u>all</u> expenses |

df

## ARTICLE XIX - WORK PERIOD AND OVERTIME

19.1 Bargaining unit employees (Police Lieutenants) 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.

19.2 The normal work period for police personnel (Police Lieutenants) 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.

19.3 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.

19.4 Police Lieutenants will be included in the current bid-shift process established by the Department. When a Police Lieutenant is assigned to the Patrol Division, the shift-bid process will be applicable to their assignment to determine the shift that a Police Lieutenant will be specifically assigned to for the duration of the fiscal year by seniority, unless the Police Chief provides cause to change a shift for operational necessity.

19.5 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 with and considered by the Police Chief and his designee.



ARTICLE XX - CALL-BACK PAY / ON-CALL PAY

20.1 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.

ARTICLE XXI - NO SMOKING POLICY

21.1 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 XXII - ALCOHOL AND DRUG TESTING

22.1 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.

22.2 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.

22.3 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.

22.4 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.

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

- A. Applying or re-applying 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.

22.6 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 or a Division Captain 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.

22.7 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 will accompany him/her to the medical facility.

22.8 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.

22.9 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 XXIII - JOB-RELATED INJURY

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

23.2 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 XXIV - HEALTH AND LIFE INSURANCE BENEFITS

24.1 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 XXV - TUITION REIMBURSEMENT

25.1 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.

25.2 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.

### 25.3 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 \$1000 per employee per fiscal year 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.

25.4 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 Original Tuition Request form shall be completed and forwarded to the Department Head via the chain-of-command, who shall indicate his/her approval or disapproval. Then the Original Request shall be forwarded to the Human Resources Department.
- C. Upon receipt of the Original Tuition Request from the Department Head, the Human Resources Director shall indicate approval or disapproval based on the considerations set forth in 25.3 above. A copy will be returned to the Department and the original shall be retained in the Human Resources Department until the course has been completed.

25.5 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 the receipts and grade report to the Human Resources Department for further processing and final payment.

25.6 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.

25.7 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/her 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 XXVI - PERSONAL LEAVE

26.1 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.

26.2 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.

26.3 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.

26.4 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:

**Personal Leave Use**

<b><u>Length of Service</u></b>	<b><u>Full-Time Work Period Employee</u></b>
	<b><u>Min</u></b>
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

**Personal Leave Carry-Over**

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

26.5 Holiday, Birthday, Employee Appreciation Leave - 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.

DR

ARTICLE XXVII - WAGES

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

<u>Classification</u>	<u>Minimum</u>	<u>Maximum</u>
Police Lieutenant		
FY2023-2024	\$81,500.00	\$114,316.77
FY2024-2025	\$83,945.00	\$117,746.27

27.2 There shall be a wage increase for Fiscal Year 2023-2024 and FY 2024-2025 as follows:

- October 1, 2023 – 3% across the board. The minimum and maximum of each range shall increase 3% as shown above.
- April 7, 2024 – 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.
- 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.

27.3 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.

DR

ARTICLE XXVII - WAGES

27.1 The minimums and maximums of pay ranges for Fiscal Year 2023-2024\_and FY 2024-2025 shall be:

<u>Classification</u>	<u>Minimum</u>	<u>Maximum</u>
Police Lieutenant		
FY2023-2024	\$81,500.00	\$114,316.77
FY2024-2025	\$83,945.00	<del>\$117,746.27</del>

27.2 There shall be a wage increase for Fiscal Year 2023-2024\_and FY 2024-2025 as follows:

- October 1, 2023 – 3% across the board. The minimum and maximum of each range shall increase 3% as shown above.
- April 7, 2024 – 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.
- 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.

27.3 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 XXVIII - SPECIAL ASSIGNMENT PAY

28.1 Employees assigned to positions (e.g., CID) currently entitled to a clothing maintenance allowance shall receive \$35.00 per week (clothing maintenance allowance) for the period of time during which they are assigned to such positions.

28.2 It is agreed and understood that Lieutenant assignments 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.

28.3 The Lieutenant assigned to the SWAT Team shall receive an additional \$30.00 per week for the week(s) in which they are so assigned. Note: Only one Lieutenant shall receive the SWAT stipend per week.

28.4 The Lieutenant assigned to either the Support Resources Administration Division, Criminal Investigations Unit or the Office of Professional Standards shall receive a 5% increase for the period of time during which they are assigned to such positions.



ARTICLE XXIX - LIMITATION ON OPENING NEGOTIATIONS

29.1 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, 2025.

81

ARTICLE XXX - 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, 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.

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

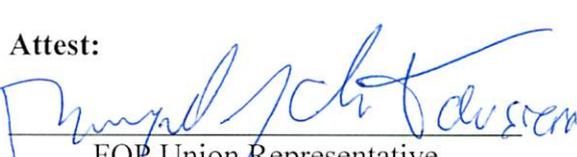
**CITY OF DAYTONA BEACH**

**Florida State Lodge Fraternal Order of Police**

By:   
Derrick L. Henry, Mayor

By:   
Brian Cechowski  
FOP Staff Representative

Attest: 

Attest:   
FOP Union Representative

Date: 09-21-23

Date: 09/14/2023

APPROVED AS TO LEGAL FORM  
  
CITY ATTORNEY

DF

**CITY PACKAGE PROPOSAL – August 16, 2023  
PENSION REVISION**

Fraternal Order of Police Contract – October 1, 2023 – September 30, 2025

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 and implemented by the City Commission, except as modified below:

- I. The parties mutually agree to use all excess IPTR to offset the City's required annual pension contribution as established by the Plan's actuary.