



**CITY OF ORMOND BEACH  
POLICE OFFICERS'  
COLLECTIVE BARGAINING AGREEMENT**

October 1, 2010 thru September 30, 2013

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## **AGREEMENT**

This Agreement is entered into by the CITY OF ORMOND BEACH, FLORIDA, hereinafter referred to as the "City", and the ~~GOASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION~~ **FLORIDA STATE FRATERNAL ORDER OF POLICE, Inc.**, hereinafter referred to as the "**FOPP.B.A.**".



**ARTICLE 1**  
**RECOGNITION**

1.1        The City hereby recognizes the ~~P.B.A.~~ **FOP** as the exclusive bargaining representative for all matters affecting wages, hours and working conditions as provided for in Chapter 447, Florida Statutes, for all sworn police officers in the Ormond Beach Police Department, including Police Officers, Corporals, and Sergeants, but excluding the Police Chief, Assistant Chief, Police Division Chiefs, Lieutenants, Clerical Employees, and Community Service Officers.

1.2        Any amendments to the unit certified by PERC will be entitled to the terms, conditions and benefits of this Agreement.

**ARTICLE 2**  
**MANAGEMENT RIGHTS**

2.1           Except as expressly provided for in this Agreement, the City has the sole and exclusive right to manage and direct the Ormond Beach Police Department, set standards of service to be offered to the public and to exercise control and discretion over its operation.

2.2           The City, except as provided in this Agreement, specifically, but not by way of limitation, reserves the exclusive right to: hire, promote, and lay-off employees; fire, demote and suspend for just cause; transfer employees from assignment to assignment; re-hire employees; determine the starting and quitting times and the number of hours and shifts to be worked; maintain the efficiency of employees through supervisory personnel; merge, consolidate, expand or close the department or any part thereof or expand, reduce, alter, combine, assign or cease any positions with adequate notice; control the use of equipment and property of the City; fill any position on a temporary, emergency or interim basis; determine the number, location, and operation of headquarters, annexes, divisions, substations and departments thereof; schedule and assign the work to the employees and determine the size and composition of the work force; formulate and implement departmental policy, rules and regulation; and introduce new or

improved services, maintenance procedures, materials, facilities and equipment.

2.3 If the City fails to exercise any one or more of the above functions from time to time, it shall not be deemed a waiver of the City's right to exercise any or all of such functions.

2.4 The above rights of the City are not all-inclusive but indicate the type of matters or rights which belong to and are inherent to the City in its capacity of management and direction of the City of Ormond Beach Police Department. Any rights, powers and authority the City had prior to entering into this Agreement are retained by the City except as expressly and specifically abridged, delegated, granted or modified by this Agreement.

2.5 If, in the discretion of the Mayor and/or the City Manager, it is determined that civil emergency conditions exist, including riots, civil disorders, weather conditions or what is judged to be a public danger or emergency, the provisions of this Agreement may be suspended by the Mayor and/or City Manager during the time of the declared emergency, provided that the wage rates and monetary fringe benefits shall not be suspended.

2.6 The P.B.A. FOP agrees it will not in any manner whatsoever, either directly or indirectly, support or condone, or in any way assist with any movement or effort in the City which might in any fashion have the effect of changing or altering this Labor Agreement. Such Agreement includes, but is in no way limited to, the supporting, either directly or indirectly, or any local legislation which would result in the alteration of any of the terms of this Agreement.

2.7 However, the exercise of the above rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of this Agreement.

**ARTICLE 3**  
**EMPLOYEE RIGHTS**

3.1 The City and the PBA **FOP** agree not to interfere with the right of any eligible employee to become a member of the P.B.A. **FOP**, withdraw from membership in the P.B.A. **FOP**, refrain from becoming a member of the P.B.A., or engage in activity on behalf of the P.B.A. **FOP**.

3.2 There shall be no discrimination against any employee by reason of race, creed, color, age, national origin, sex, or handicap. Reference to the use of the word "he" in this Agreement is for brevity only and shall be interpreted to mean "he" or "she." The exclusive remedy for any alleged violations of this section shall be federal and/or state courts and agencies and not Article 17, the Grievance and Arbitration procedure under this Contract.

3.3 Nothing contained in this Agreement shall foreclose any employee covered by this Agreement from pursuing any right or remedy, not including arbitration as defined in Article 17 available under this Agreement, without representation of the P.B.A. **FOP** Further, nothing contained in this Agreement shall foreclose any employee from discussing a non-contract problem directly with his immediate supervisor or other Departmental Official

without the intervention of the P.B.A. FOP, provided that the immediate supervisor or other Departmental Official agrees to discuss and/or attempt to resolve the matter outside the formal grievance procedure.

3.4 In any matter involving a formal grievance, the P.B.A. FOP shall be given the opportunity to be present at any meeting called for the resolution of such grievance.



**ARTICLE 4**  
**STRIKES AND LOCKOUTS**

4.1        There will be no strikes, work stoppages, picketing, slowdowns, boycotts, or concerted failure or refusal to perform assigned work by the employees or the P.B.A. **FOP** and there will be no lockouts by the City for the duration of this Agreement. The P.B.A. **FOP** supports the City fully in maintaining normal operations.

4.2        Any employee who participates in or promotes a strike, work stoppage, picketing, slowdown, boycott or concerted failure or refusal to perform assigned work may be disciplined or discharged by the City and only the question of whether he did in fact participate in or promote such action shall be subject to the grievance and arbitration procedure.

4.3        It is recognized by the parties that the City is responsible for and engaged in activities which are the basis of the health and welfare of the citizens. Accordingly, it is understood and agreed that in the event of any violation(s) of this section, the City shall be entitled to seek and obtain immediate injunctive relief.

4.4 "Picketing" as used herein shall mean any action which has the effect of preventing employees from reporting to or continuing work or preventing the public from entering any public facilities.



**ARTICLE 5**  
**DUES DEDUCTION**

5.1           Upon receipt by the Finance Department of a lawfully executed written authorization form (approved by the City) from an employee, the City agrees to deduct the regular P.B.A. **FOP** dues bi-weekly for 26 deductions per year and remit such deduction to the Treasurer of the P.B.A. **FOP** on a monthly basis.

The P.B.A. **FOP** will notify the City in writing thirty (30) days prior to any change in the regular P.B.A. **FOP** dues structure.

5.2           Any employee may, at any time, on a form provided by the P.B.A. **FOP** (approved by the City), revoke his P.B.A. **FOP** dues deduction authorization and submit such revocation form to the City with a copy to the P.B.A. **FOP**. The City shall discontinue dues deductions only on the first payday or each calendar month, after thirty (30) days written notice to the P.B.A. **FOP**.

5.3           The P.B.A. **FOP** agrees to pay the City three cents (\$0.03) per member per pay period for the deduction of dues.

**ARTICLE 6**  
**PERSONNEL RECORDS**

6.1 Each employee covered by this Agreement shall have the right to inspect his official personnel file; provided, however, that such inspection shall take place off duty, or on duty with the prior permission of the Chief or the employee's immediate supervisor. If permission is granted, an appointment to review the file must be made with the Human Resources Department. The file will be reviewed at the location where the official personnel file is kept. The employee shall have the right to obtain duplicate copies up to fifty (50) pages at no cost to the employee and thereafter consistent with the City's normal policy and payment for such copies under the Public Records Act.

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

6.3 To the extent permitted by law and in order to protect the privacy and promote the safety of individual police officers, the City agrees not to directly or indirectly furnish the news media or the public with any employee's home address, telephone number, photograph, and other statutorily exempt material without the officer's consent.

6.4 The P.B.A. FOP agrees not to directly or indirectly furnish the news media or the public with confidential/exempt personnel records without the consent of the City and the employee, thus mutually agreeing to the confidentiality of personnel records other than required by law.

6.5 Department efficiency and substantiated incident reports will become a permanent part of an employee's personnel file. Substantiated incident reports are subject to Article 17, the Grievance and Arbitration Procedure.

**ARTICLE 7**  
**TEMPORARY ASSIGNMENT TO A HIGHER CLASSIFICATION**

7.1 In the event the Police Chief determines that there is a need to temporarily fill a regularly-budgeted position with an employee from a lower classification, the Police Chief shall immediately advise the Human Resources Director of such intention.

In the event there exists no current eligibility list for a budgeted position, the Police Chief may select any employee from a lower classification to temporarily fill such budgeted position. If the employee selected for a temporary position is not selected to the regular position, this employee shall be returned to his previous classification and pay rate.

7.2 If an employee is temporarily assigned to a budgeted position of a higher rank for a total period of five (5) days during any thirty (30) day period, he will receive the higher pay rate from the first day of the assignment. This paragraph does not apply when a Corporal is temporarily assigned as a Sergeant; there will be no higher pay upon such temporary assignment.

## **ARTICLE 8**

### **PROMOTIONS**

8.1 Whenever a budgeted promotional vacancy exists in either the Corporal or Sergeant Classification, the City shall will attempt to fill such vacancy within ~~ninety (90)~~ one hundred twenty (120) days ~~or eliminate the budgeted position.~~ Internal candidates must be on the promotional eligibility list. External candidates may be considered for positions above the rank of Sergeant.

8.2 The City shall announce promotional examinations at least thirty (30) days in advance of said examinations. The City will list the general areas which the examinations will cover and the sources from which the examinations are drawn, and the location of the sources. ~~The City agrees to establish a committee that will include representatives from the PBA, Police Department administrative staff and the Human Resources Department for the purpose of creating and critiquing a pool of examination questions and responding to challenges to test questions for each examination given under this article.~~ The City will contract with an outside vendor to create, administer, and score the testing process. The Chief, or the Chief's designee, shall approve questions prior to the examination process.



8.3 The City agrees that upon execution of this Agreement, the promotional probationary period shall be nine (9) months in duration and cannot be extended except when the probationary employee is unable to work because of illness or injury. Such extension shall be on a day-for-day basis for any leave usage of more than forty (40) consecutive work hours.

8.4 Promotions will be made from an annually established eligibility list, the ranking of which will be determined through the administration of a written and/or practical exam and may include a structured oral interview process. The Police Chief reserves the right to use a modified assessment center as well at his discretion. To be eligible to participate in the promotional process for Sergeant, the employee must have five (5) continuous years of service as a certified law enforcement officer with the City immediately prior to starting the promotional process (three years for Corporal). Employees may become eligible for participation in the promotional process for the rank of Sergeant after three (3) years of employment if they possess a Bachelors Degree from an accredited college or University, or after four (4) years of employment if they possess an Associates Degree from an accredited college or university. Similarly, employees may become eligible to participate in the promotional process for the rank of Corporal after two (2) years of employment if they possess either a Bachelors Degree or an Associates Degree from an accredited college or

university. All promotional requirements are to be determined by the Police Chief and will be posted to provide sufficient time for department personnel to prepare. To be eligible for the oral interview or modified assessment center process, applicants must score 65% or higher on the written and/or practical exam(s).

Following the administration of the promotional process, a rank ordered list shall be established by the Human Resources Department which shall be separated into "Qualified," and "Unqualified" categories. The categories shall be established by using the combined numerical score earned during all phases of the promotional process. Candidates in the "Qualified" category will be defined as candidates scoring 65% or above total combined score. Candidates in the "Unqualified" category will be defined as candidates scoring below 65% total combined score. All numerical ties shall be resolved in favor of seniority.

The candidates with the five (5) highest scores will be provided in order of the final numerical score to the Police Chief. This list will include the candidate's name and actual score.

For each vacancy that is to be filled, the Chief of Police shall recommend to the City Manager one (1) of the top five (5) candidates for the position from the "Qualified" category. If there is more than one vacancy, after the first vacancy has been filled, the next highest candidate on the eligibility list will be added so that for each vacancy, there are always five

eligible candidates, unless there are less than five names on the eligibility list. In the event a candidate with a higher score is passed over for a candidate with a lesser score on the eligibility list more than one (1) time, the Chief of Police, or Chief's designee, agrees to ~~provide a written explanation~~ to meet with the employee(s) ~~providing~~ to discuss the reasons for being passed over a second time.

8.5 An employee demoted in rank (i.e., sergeant-corporal, corporal-officer), will not be eligible for promotion for one (1) year from the date of demotion; however, the employee may participate in a promotional examination for the purpose of establishing an eligibility list that is given during the officer's one (1) year "waiting" period.

8.6 Upon promotion from a lower classification to a higher classification, the employee promoted will receive an increase to the step in the new position's salary range that is the next higher step based on the employee's current salary and at least one full step higher than the officer's current salary. This section also applies to pay for temporary assignments to a higher classification consistent with Section 7.2.



**ARTICLE 9**  
**ASSOCIATION REPRESENTATIVE**

9.1 The P.B.A. **FOP** shall be represented by its President or his designee.

It shall be the responsibility of the P.B.A. **FOP** to notify the City Manager, in writing, of any change in the designation of President or his designee, subsequent to the execution of this Agreement.

9.2 The City will provide the President of the P.B.A. **FOP** with a copy of the agenda of each regularly scheduled meeting of the City Commission, which copy may be picked up at City Hall.

9.3 Three (3) members of the P.B.A.'s **FOP's** negotiating committee (employees of the City) shall be permitted to attend, without loss of pay, all contract negotiations and the City Commission meeting where final action is scheduled to be taken on the approval (or rejection) of this collective bargaining Agreement and its successor.

9.4 An employee representative of the P.B.A. **FOP**, designated by the President, shall be permitted reasonable access to all Departmental work locations at reasonable times to handle specific grievances and

matters of interpretation of this Agreement, upon proper approval. The exercise of such access rights by the Employee Representative shall not interfere with his duties or the duties of other employees.

9.5 Three (3) employee representatives of the P.B.A. ~~FOP~~ who are engaged in the reopening of this contract or in the successor contract shall be allowed to attend the negotiation sessions that occur within their normal duty hours without loss of pay or benefits.

**ARTICLE 10**  
**EMPLOYEE-MANAGEMENT COMMITTEE**

10.1 There shall be an Employee-Management Committee consisting of the following ~~P.B.A.~~ and Management representatives:

- A. Three (3) representatives of the ~~P.B.A.~~ **FOP**, and
- B. The Police Chief, the Human Resources Director, and the City Manager (or their respective designees).

10.2 The Employee-Management Committee shall, upon request of either party, meet as mutually agreed upon by the participants. The function of the Committee shall be to discuss general matters pertaining to employee relations and Departmental operations. The ~~P.B.A.~~ **FOP** representatives attending Committee meetings during their off-duty hours shall not be compensated for the time spent in such meetings. The ~~P.B.A.~~ **FOP** representatives attending Committee meetings during on-duty hours will be released from duty without loss of pay or benefits.

10.3 The Committee shall not engage in collective bargaining or the resolution of grievances.

## **ARTICLE 11**

### **SENIORITY**

11.1 Seniority shall consist of continuous accumulated paid service (to include periods of authorized leave) with the Ormond Beach Police Department as a Police Officer. Seniority shall be computed from the last date of hire or, where applicable, from the last date of promotion to a higher rank, as recorded in the personnel records. Seniority shall also accumulate during absences in which the employee is receiving workers' compensation benefits as a result of an injury sustained during his employment with the City of Ormond Beach.

In the event two (2) or more employees start their employment as Police Officers on the same day, the employee with prior *continuous* employment with the Ormond Beach Police Department (i.e.: in a non-sworn position) shall be deemed to have greater seniority. In the event two (2) or more employees start their employment as Police Officers on the same day and one has been a *prior* employee with the Ormond Beach Police Department (with or without continuous service), the prior employee shall be deemed to have greater seniority. In this example, if one employee's prior Ormond Beach Police Department experience was in a sworn position, that employee with experience as a sworn officer shall be deemed to have

greater seniority. If two (2) or more employees start their employment as Police Officers on the same day are still equal in seniority after the above provisions are applied, then the ranking provided by the selection panel during the hiring process shall be used to break the tie. In the event two (2) or more employees in the same rank above that of Police Officer were promoted on the same day, then the final score as used in Article 8, Promotions, to establish the eligibility list will be used to break any tie on seniority.

Except as otherwise provided herein, seniority *in rank* shall have preference. Seniority shall be utilized for the following purposes:

A. Seniority preference shall be granted to simultaneous personal leave requests; provided, however, that the Department shall retain the right to disregard seniority preference in the event it becomes necessary to do so in order to provide adequate coverage in certain specialized areas during any personal leave period. Nothing contained herein shall be interpreted as restricting the Department's right to cancel all personal leave during any given period in the event of disaster or emergency.

B. In the event of a vacancy in any division or unit (non-promotional vacancy) within the Department, seniority will be considered along with the skills, abilities and the requirements of the job.

C. Annually, starting on September 1<sup>st</sup>, employees will bid for slots in their rank within their assigned division for the upcoming year's schedule in order of their seniority in rank. This includes all divisions that have more than one employee of the same rank. A schedule with all available shifts including days off and starting/ending times for days worked will be used. The area for employee names will be left blank for bidding employees to write their names. Once the senior employee of that rank in the division or unit bids, then the next employee in order of seniority for that rank shall bid, and so on until all employees of that rank in that division have bid. The bidding process must be completed by September 30<sup>th</sup>, and posted by the first week in October. The upcoming year's schedule will start on the first Sunday in January following the annual bidding process. Nothing contained herein shall be interpreted as restricting the Department's right to disregard bidding preference outlined above for legitimate operational reasons. Examples of such reasons include, but are not limited to: 1) ensuring specialized skills are available; 2) availability of Field Training Officers; and 3) balance in experience, skills, and ability on a shift.



D. To the extent possible the City shall announce lateral transfer opportunities for the upcoming year's schedule prior to the start of the bid process so that those affected can bid as described above based on the new division assignment. Seniority in a division or unit shall be based on the most recent date the employee was assigned to the current division or unit, excluding Patrol. Seniority for Patrol will be determined by the employees in their classification as described in Section 11.1.

E. In the event of a personnel reduction, employees shall be laid-off in the inverse order of their seniority in their rank; provided, however, that if two or more employees have seniority standing within six (6) months of each other, the Police Chief, with the approval of the City Manager, shall determine the order of lay-off based on education and performance evaluation. An employee laid-off from a higher rank shall be given an opportunity to revert to the next lower rank, provided that he is fully qualified to perform the work in that lower rank and has greater departmental seniority than the employee with the least departmental seniority in the lower rank. Upon reverting to a lower rank for all purposes other than layoff, an employee's seniority shall be determined by the date of his permanent appointment to that rank. All temporary, provisional, limited term and probationary employees shall be laid-off from a rank before any permanent employee is laid-off or reduced in rank.

11.2 Employees shall be recalled from lay-off or reinstated to his/her prior position where the reduction in rank resulted from a layoff, in accordance with their departmental seniority. No new employees shall be hired in any rank until all employees on lay-off status in that rank have had an opportunity to return to work; provided, however, such employees meet all of the requirements established by the State of Florida Criminal Justice Standards and Training Commission in effect at the time of recall. No laid-off employee shall retain recall rights beyond eighteen (18) months from the date of lay-off. In order to retain recall rights, it is the responsibility of the employee to keep the City advised of the current location and telephone number where he may be reached for recall; notices of recall will be sent to the address shown in City personnel files, with a copy to the union. Employees recalled shall respond within fourteen (14) calendar days of the recall notification and, return to work on the day directed following the fourteen (14) day response period. During the fourteen (14) day response period, the employee must pass any physical exam, including drug test, required of newly hired police officers to be eligible to return to duty (paid status).



**ARTICLE 12**  
**PROBATIONARY PERSONNEL**

12.1 All new employees of the Department shall serve a probationary period of one (1) year from date of hire as a sworn officer, during which time they shall not be entitled to any seniority or tenure rights, but during such period new employees shall be subject to all other terms and conditions of this Agreement and applicable regulations contained in the City's Human Resources Policy. Upon completion of said one (1) year probationary period, employees shall be known as regular employees and seniority rights and tenure shall accrue from commencement of the probationary period and shall be considered a part of such employee's seniority rights. Probationary employees are entitled to grieve but are not entitled to arbitrate under Article 17.

The probationary period may be extended for up to ninety (90) days, at the discretion of the Police Chief in the event the employee receives a rating lower than "Meets Standards" during such probationary period.

**ARTICLE 13**  
**INTERNAL INVESTIGATIONS**

13.1       The parties recognize that the security of the City and its citizens depends to a great extent upon the manner in which the employees covered by this Agreement perform their various duties. Further, the parties recognize that the performance of such duties involves those employees in all manner of contacts and relationships with the public and out of such contacts and relationships, questions may arise or complaints may be made concerning the actions of employees covered by this Agreement. Investigation of such questions and complaints must necessarily be conducted by, or under the direction of, Department supervisory officials whose primary concern must be the security of the City and the preservation of the public interest.

13.2       In order to maintain the security of the City and protect the interests of its citizens, the parties agree that the City must have the unrestricted right to conduct investigations of citizens' complaints and matters of internal security; provided, however, that the City will comply with the Police Officer Bill of Rights (Florida Statute 112.53, et. seq.) to the extent it is applicable to the investigation. A copy of the Police Officer Bill of Rights is attached hereto as Appendix A. In addition to the protections provided under

Appendix A, any investigative interrogation of any employee covered by this Agreement relative to a citizen's complaint and/or a matter of internal security will also include the following protections:

A. No employee shall be ordered to submit to any mechanical device designed to measure the truth of his responses during questioning; provided, however, that there shall be no restriction on the right of any employee to voluntarily submit to such device.

B. In the interest of internal security and fairness to the employee under investigation and in recognition of the fact that Florida Statute 112.533 prohibits any person who is a participant in such an investigation from disclosing any information regarding said investigation while the investigation is on-going, the City, insofar as is legally permissible, agrees to make no public conclusionary statements concerning the validity of the allegations under investigation until such time as the investigation has been completed. In the event the employee under investigation, or any organization or person representing said employee makes public statements concerning the allegations under

investigation, the City shall have the right to respond in any manner it deems appropriate.-

C. In cases in which the City chooses to relieve an employee from duty pending an administrative investigation or determination, the following conditions will apply:

1. The employee will remain on full salary and benefits and shall not lose any benefits during the period of the administrative investigation.

2. In the event disciplinary action results from the administrative investigation, that period of time during which the employee was relieved from duty will be included in the disciplinary action. In the event that an employee has been paid, the employee's Personal Leave Time or compensatory time shall be charged as a set-off.

3. If the investigation is a criminal investigation, the officer may be placed on administrative leave without pay. If exonerated, the

officer will be made whole for any loss of pay. Insurance benefits will continue until the officer returns to work or is terminated. No other benefits will accrue or be paid during such leave.

D. A charge of "conduct unbecoming an officer" or other similar charge shall include specifications supporting the charge.

13.3 After an internal investigation is concluded, if the investigation is unsustained, the investigative report will be removed from the internal affairs files and will be maintained by the City solely for the purpose of defending any anticipated litigation that may arise out of the complaint that caused the internal affairs investigation. These files may be considered in conjunction with stress management procedures employed by the City and the Chief may discuss the incidents with the City Manager in accordance with departmental S.O.P.s. These files will be maintained in a separate location, maintained by Professional Standards. However, they cannot be used in any future disciplinary actions or future evaluations.

**ARTICLE 14**  
**BULLETIN BOARDS**

14.1 The City will provide four (4) square feet of space on which to hang the P.B.A. FOP bulletin board in a location accessible to all bargaining unit employees. The City shall permit the P.B.A. FOP to post notices of the P.B.A. FOP's business and matters relating to the administration of this Agreement. The City agrees that the P.B.A. FOP may use the City's e-mail system for P.B.A. FOP - related information in the same manner as the bulletin board. Only the P.B.A. FOP President or designee is authorized to post messages under this section.

14.2 Copies of all material, notices or announcements shall be submitted to the Police Chief or his designee.

14.3 No materials, notices or announcements shall be posted which contain anything of a political or controversial nature and which adversely reflects upon the City of Ormond Beach, its independent agencies, its employees or any labor organization among its employees.

## **ARTICLE 15**

### **VOTING**

15.1 During a primary, general, or special election an employee who is registered to vote, and whose hours of work do not allow sufficient time for voting, shall be allowed necessary time off with pay for this purpose. In the event the polls are open one (1) hour before or one (1) hour after the employee's regular scheduled work period, it shall be deemed as sufficient time for voting. Additional time, if necessary, may be permitted with supervisor approval.



**ARTICLE 16**  
**DISCIPLINARY ACTION**

16.1 In the event a non-probationary employee is to be discharged, suspended, demoted, or reprimanded the City agrees that he shall be provided with written notification of the reasons for the discharge, suspension, demotion or reprimand and the employee will be given an opportunity to explain his actions to the Police Chief or his designee prior to the action becoming effective. The employee will be hand delivered the Police Chief's decision prior to its effective date or it will be sent by certified mail to the address in the City's Human Resources Department records. Hand delivery is the preferred method. This section does not apply to probationary status on promotions, provided that an employee who has been promoted may be demoted to his prior position during his probationary status without complying with this Section.

16.2 Upon conclusion of the investigation the affected employee may obtain at no cost to the employee a copy of the entire investigative file in connection with the current investigation based upon which disciplinary action can or will be taken against the employee.



16.3 In the event an employee becomes the subject of a formal Departmental or City investigation arising from a citizen complaint or allegation, the Department or the City, whichever is appropriate, shall notify the employee of the disposition of the complaint upon the conclusion of the formal investigation.

16.4 Suspensions will not become effective until the employee has exhausted all appeals of said suspension or until the time periods for such appeals have expired. However, immediately upon the decision to suspend an employee, the City will deduct hours equal to the time suspended from the employee's personal leave time account pending the outcome of the appeals referenced above. In the event the employee does not have a sufficient number of personal leave hours on the books, the City will deduct all future accruals until such time as hours equal to the suspension have been deducted. If the employee prevails in the appeal process, all personal leave deducted shall be returned to the employee. If the employee does not prevail in an appeal or does not utilize the appeal process, the City will determine if the unpaid suspension is to be enforced or if the forfeited personal leave hours will serve as the permanent discipline.

16.5 Employees will not be reprimanded, suspended, discharged or demoted without just cause. Grievances regarding reprimands shall be limited to Step III (Police Chief) under Article 17 of this agreement.

**ARTICLE 17**  
**GRIEVANCE AND ARBITRATION PROCEDURE**

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

On any issue that could be heard by the Human Resources Board and is also subject to this Article, the employee will have his choice of which procedure to follow. The selection of the Human Resources Board route will be considered a conclusive waiver of the grievance and arbitration procedure, and vice versa. An "issue" under this Section means an issue arising out of a single occurrence or set of events.

17.2 Every effort will be made by the parties to settle any grievance as expeditiously as possible. Any grievance not answered by Management within the prescribed time limits shall automatically advance to the next higher step; provided that, if the written answer at Step IV is not timely received, the PBA **FOP**, if it desires to arbitrate under Step V, Arbitration, must request arbitration within fifteen (15) days of the date that the City Manager's response was due under Step IV. Should the grieving party fail

to observe the time limits as set forth in the steps of this Article, the grievance shall be conclusively deemed as having been abandoned.

17.3 Grievances shall be presented in the following manner:

STEP I. The employee shall first discuss his grievance with his immediate supervisor within fourteen (14) calendar days of the occurrence of the event(s) which gave rise to the grievance or from the date on which the employee becomes knowledgeable of the cause of action. If the event(s) which gave rise to the grievance occurred at a time when the employee was on personal leave time, or other compensated leave, the fourteen (14) calendar day period shall commence immediately upon the employee's return from such compensated leave. The first step (between the employee and his immediate supervisor) shall be on an informal and oral basis, and shall not involve the P.B.A. **FOP** or any other representative of the employee, unless requested by the employee. The immediate supervisor shall render a written decision within five (5) days after presentation of the grievance. Any resolution of an oral grievance under this Step must be approved by the Police Chief before the resolution is binding on the City. If not approved, the grievance may be appealed to Step II within fourteen (14) calendar days of disapproval.



STEP II. Any grievance which cannot be satisfactorily settled with the immediate supervisor shall be reduced to writing by the employee or his representative and shall be filed with his ~~Division Chief~~ Lieutenant. Such grievance shall be presented to the ~~Division Chief~~ Lieutenant within fourteen (14) calendar days of the date of completion of Step I. The ~~Division Chief~~ Lieutenant shall, within five (5) days after receipt of the grievance, render his decision on the grievance in writing, unless a longer period of time is mutually agreed upon. If the ~~Division Chief~~ Lieutenant is the employee's immediate supervisor from STEP I, then STEP II may be omitted and the employee shall reduce the grievance to writing and may proceed to Step III.

STEP III. Any grievance which cannot be satisfactorily settled with the ~~Division Chief~~ Lieutenant shall next be submitted to the Police Chief, or his designee, either through the employee and his/her representative, or by the employee alone at the employee's option. The grievance as specified in writing in Step II shall be discussed by and between the employee and the employee's representative and the Police Chief or his designee, within five (5) days after the completion of Step II, but if STEP II was omitted as provided above, then within five (5) days after the completion of STEP I. Within five (5) days after this discussion (or such longer period of time as is mutually agreed upon), the Police Chief or his designee shall render his decision in writing, with a copy to the ~~P.B.A.~~ FOP. All discharge, suspension

and demotion grievances shall begin at Step III and must be filed within five (5) days after notification of the discharge, suspension or demotion.

STEP IV. Any grievance not satisfactorily settled at Step III above will be submitted to the City Manager or his designee within five (5) days from the date the Police Chief has rendered his decision. The grievance shall be submitted in writing and a copy of the original written grievance must be attached. The City Manager may meet with the employee and his representative with the employee's consent and render his decision within seven (7) days of receipt of the grievance. At any meeting with the City Manager, the employee may elect to either present their grievance personally, or designate the employee representative to present the grievance on his/her behalf. A copy of the decision will be sent to the ~~P.B.A.~~ **FOP**. The time limits specified in this Article may be extended by mutual agreement of the parties.

STEP V - ARBITRATION. In the event a grievance processed through the grievance procedure has not been resolved in Step IV above, the ~~P.B.A.~~ **FOP** may request that the grievance be submitted to arbitration within fifteen (15) days after the City Manager renders a written decision on the grievance or, if no written response is received, within fifteen (15) days of the date that a written response was due under Step IV. A copy of the letter requesting



arbitration must be provided to the other party. The arbitrator may be any impartial person mutually agreed upon by and between the parties. If an impartial arbitrator cannot be agreed upon within fifteen (15) days after the grievance is submitted to arbitration, then the parties shall jointly request the Federal Mediation and Conciliation Services to furnish a sub-regional panel of seven (7) names from which each party shall have the option within five (5) days of receipt of striking three (3) names in alternating fashion, thus leaving the seventh (7th), which will give a neutral and impartial arbitrator. The party requesting arbitration shall have the first strike. The time limits specified in this Article may be extended by mutual agreement of the parties.

17.4 The City and the P.B.A. **FOP**, or the employee requesting the arbitration, shall attempt to mutually agree in writing as to the statement of the grievance to be arbitrated prior to the arbitration hearing, and the arbitrator shall thereafter confine his decision to the particular grievance thus specified. In the event the parties fail to agree on the statement of the grievance to be submitted to the arbitrator, the arbitrator will confine his consideration and determination to the written statement of the grievance presented in Step II (or Step III if applicable above) of the grievance procedure. The arbitrator shall fashion an appropriate remedy for violations of the provisions contained in this Agreement.

The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part hereof, or amendment hereto. 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 Agreement be construed by the arbitrator to supersede applicable laws in existence at the time of signing of this Agreement, except to the extent herein provided. To the extent such rules are not inconsistent with this Article; the arbitration hearing shall be conducted in accordance with the rules of procedures promulgated by the Federal Mediation and Conciliation Service.

17.5 Each party shall bear the expense of its own witnesses and of its own representatives for the purpose of the arbitration hearing. The impartial arbitrator's fees and related expenses, if any, shall be borne by the non-prevailing party as determined by the arbitrator. The City shall provide a room for the hearing. Any party desiring a transcript of the hearing shall bear the cost of such transcript unless both parties request or obtain a copy of the transcript, in which case the costs shall be shared equally.

17.6 Copies of the arbitrator's award shall be furnished to both parties within thirty (30) days after the close of the arbitration hearing. The arbitrator's award shall be final and binding on the parties.

17.7 When a grievance is general in nature in that it applies to a number of employees rather than a single employee, or if the grievance is directly between the P.B.A. FOP and the City, such grievance shall be presented by the P.B.A. FOP's representative, in writing, directly to the Police Chief as in Step III, within fourteen (14) days of the occurrence of the event(s). Where it is applicable to a number of employees, each such employee for whom relief is sought shall be identified in the grievance, provided that no retribution will be taken against those so identified.

17.8 Unless specifically referred to as a calendar day all references to "days" in this Article are defined as days in which City Hall is open for normal business. The time limits specified in this Article may be extended by mutual agreement in writing of the parties.

17.9 Consistent with the provisions of Chapter 447, Florida Statutes, unless amended, it is mutually acknowledged and agreed that this Agreement shall be administered within the amounts agreed to by the City Commission for funding of the Agreement. The arbitrator shall have no

authority, power or jurisdiction to construe any provision of the law, statute, ordinance, resolution, rule or regulation or provision of this Agreement to result in, obligate, cause, or require the City to bear any expense, debt, cost or liability which would result, directly or indirectly, in the City exceeding the amounts initially agreed to by the City Commission for the funding of this Agreement as agreed upon by the parties, provided that this section shall not apply to the award of any back pay. Any award which contravenes or is not in compliance with the provisions of this paragraph shall be null and void.

**ARTICLE 18**  
**TRAINING**

18.1       The City and the Police Department agree to make a good faith effort to promote classroom type and/or on-the-job training for the purpose of improving the performance of employees, aiding employees to equip them for advancement to higher positions and greater responsibilities, and improving the quality of service rendered to the public.

18.2       Where the Department requires an employee to attend weapons training, or qualify with his firearm, the Department will make every reasonable effort to facilitate the employee attending such firearms training during his normal working hours. Should the employee be required to attend the firing range during his off-duty hours, the actual time spent by the employee in acquiring such training during his off-duty hours shall be compensated in accordance with Article 23 (Hours of Work and Overtime), unless that employee failed to avail himself of the opportunity to obtain training while on duty.

18.3       If the Department requires any employee to attend supervisory training and/or training in specialized police techniques, the Department will make every reasonable effort to facilitate the employee's attending such

training during his normal working hours. In the event the Department is unable to schedule the employee to attend such training during his normal working hours, the employee shall be required to attend such training during his off-duty hours; provided, however, that the time spent by the employee in such training during his off-duty hours shall be compensated in accordance with Article 23 (Hours of Work and Overtime), unless that employee failed to avail himself of the opportunity to obtain training while on duty.

18.4 If a Police Officer is required to attend training for a job certification during his probationary period, the officer may be permitted to attend on-duty if approved by the Chief of Police. If the employee attends such training off-duty, the employee will not be paid. For the purpose of this Agreement, job certification will mean Police Standards Training Certificate.



**ARTICLE 19**  
**LEAVE OF ABSENCE**

19.1       The Police Chief may grant any employee a leave of absence without pay for a period not to exceed thirty (30) days. Leaves of absence without pay for a period in excess of thirty (30) days, but not more than six (6) months, may be granted only upon the written approval of the City Manager. Failure of any employee to return to duty upon expiration of his leave of absence shall **may** automatically constitute the resignation of that employee. Holidays, sick leave, annual leave and any other benefits based on time spent in the employ of the City shall not accrue (or be credited) during a leave of absence without pay; provided, however, that if permitted by the Retirement Plan, the employee may maintain his retirement credit by paying both his and the City's share of the Retirement Plan premiums and further that the employee may maintain his health insurance coverage by paying the total cost of his group insurance premium. Longevity increases, and merit increases, and any other increases for which an employee may become eligible based in whole or in part on length of service with the City shall not be credited during any leave of absence without pay. An employee shall return from leave of absence to the same step of his salary grade as at the time commencement of leave of absence. An employee on leave of absence for more than 30 days may be required to take and pass the

physical examination at City expense, including drug test, then being given to all newly hired police officers before returning to duty (paid status) from the leave of absence.

19.2 Any employee covered hereunder may be given educational leave for the purpose of taking courses or attending conferences and/or seminars directly related to the employee's work as determined by the Police Chief and the City Manager. Any request for such educational leave must be approved in advance by the Police Chief. The decision of whether or not to grant such educational leave and the determination as to whether such leave will be compensated shall ultimately be in the sole discretion of the City Manager.

An employee granted educational leave with full pay shall be entitled to receive all City benefits in the same manner as if he were on active duty during the period of the leave. Entitlement to benefits for employees on partially compensated or uncompensated educational leave shall be determined by the City Manager.

19.3 An employee who is a member of the National Guard or an organized military reserve unit of the United States will be allowed paid leave consistent with Florida Statute §115.07. During such period of leave with pay, the employee's benefits shall continue in the same manner as if he

were on active duty with the City. Prior to returning to duty (paid status), the employee must notify the City of any injuries sustained during such leave and may be required to take and pass the physical examination at City expense then given to all newly hired police officers.

19.4 In the event an employee is granted a leave of absence, whether paid or unpaid, the employee shall return to work upon termination of the leave. Absent extenuating circumstances beyond the control of the employee, when neither the employee nor someone acting on his behalf is able to contact the City, failure to return to work shall automatically be construed as resignation by the employee.

19.5 If an employee or employee's spouse has a child, the employee may take up to twelve (12) weeks leave per contract year. The leave must be completed within one (1) year of the date of the birth of the child. The leave may be charged to the employee's Sick Leave Bank, Compensatory Time, or Personal Leave Time account at the choice of the employee. If the employee's Personal Leave Time account is exhausted or becomes exhausted during such leave, the employee may continue his/her leave without pay (maximum of 12 weeks whether with or without pay) up to the maximum of twelve (12) total weeks. The City will continue to provide employee medical insurance for up to twelve (12) weeks and spouse

insurance at employee's expense if previously selected by the employee. Absent emergency circumstances, the employee will give the City 30 days notice prior to the date the expected leave is to begin. This Section shall be interpreted in accordance with the Family Medical Leave Act.

19.6 Employees who are utilizing leave under the Family & Medical Leave Act (FMLA) may use sick leave bank, compensatory time or personal leave accruals provided for this purpose in accordance with Article 21. If the employee's leave accounts are exhausted or become exhausted during such leave, the employee may continue the leave by using donated leave if available or take leave without pay (maximum of twelve (12) weeks whether with or without pay up to maximum of twelve (12) total weeks in the twelve (12) month period. The City will continue to provide medical insurance for up to twelve (12) weeks. Absent emergency circumstances, the employee will give the City thirty (30) days notice prior to the date the expected leave is to begin.

**ARTICLE 20**  
**HOLIDAY LEAVE**

- 20.1       The City will recognize the following holidays for employees:
- New Year's Day
  - Dr. Martin Luther King, Jr.'s Birthday
  - Good Friday
  - Memorial Day
  - Independence Day
  - Labor Day
  - Thanksgiving Day
  - Day after Thanksgiving
  - Christmas Day
  - One (1) Floating Holiday - as designated by a majority vote of all City employees.
- 20.2       If an employee works on one of the above recognized holidays, with the exception of the Independence Day holiday, the employee shall receive payment at his regular rate of pay for all hours worked in addition to holiday pay equal to the number of hours the employee worked, up to a maximum of twelve (12) hours, at the regular straight time rate.

If an employee works on the Independence Day holiday, the employee shall receive payment at his or her regular rate of pay for all hours worked in addition to holiday pay equal to the number of hours the employee worked, up to a maximum of eighteen (18) hours, at the regular straight time rate.

If the holiday falls on an employee's scheduled work day, but the employee chooses to take approved leave (with or without pay) for that day, the employee shall receive holiday pay at the regular straight time rate equal to the number of hours he was scheduled to work (i.e. 8, 10 or 12 hours; for example, if an eight (8) hour shift person works twelve (12) hours on a holiday, that employee would receive twelve (12) hours of holiday pay.)

If the holiday falls on one of the employee's off-duty days, the employee will be paid eight (8) hours pay at the regular straight time rate as holiday pay.

20.3 Additional time off in lieu of holiday pay cannot be added to personal leave time.



**ARTICLE 21**  
**PERSONAL LEAVE TIME**

21.1 Every employee shall be eligible to use paid Personal Leave Time after completing six (6) months of employment. Employees shall start to earn Personal Leave Time as of their date of appointment as a Police Officer.

21.2 An employee may request payment of scheduled Personal Leave Time of forty (40) hours or more in advance of the approved scheduled leave by submitting a written request to the City Finance Department office at least two (2) weeks prior to starting the scheduled leave.

21.3 Personal Leave Time shall accrue at the following rates for each full calendar month of service:

1st year thru 4th year of employment with the City	Twelve (12) hours per month
5th year thru 9th year of employment with the City	Fourteen (14) hours per month
10th year thru 14th year of employment with the City	Sixteen (16) hours per month
15th year thru 19th year of employment with the City	Eighteen (18) hours per month

20 years of employment and  
over with the City

Twenty (20) hours per month

~~Personal Leave Time may not be used prior to accrual.~~

21.4 ~~Upon termination of the employment of an employee for any reason the employee or, in the event of the employee's death, the employee's estate or the employee's beneficiaries shall be entitled to a lump sum payment for all Personal Leave Time accrued, up to a maximum of 520 hours, which will be paid with the final pay check, following termination or death, provided that the total hours paid under this Section, together with the hours paid under Section 21.8, do not exceed 520 hours. In the event of the employee's death, the final paycheck will be payable to the estate of the deceased employee unless the employee has, on a form provided for that purpose, signed and filed with the Human Resources Director, designated a beneficiary (or beneficiaries) to receive the benefits. Personal Leave must be requested and approved~~ 21.5 ~~Personal Leave Time may be used as earned, following completion of six (6) months as a police officer, provided the employee makes written request on appropriate form(s) to the Police Chief, the Chief's designee, or the employee's supervisor/on-duty shift supervisor and the request is approved at least 72 hours in advance of scheduled use. The Police Chief or the Chief's designee shall forward all~~

~~such approved leave requests with the appropriate time sheets to the Finance Department for record-keeping purposes. Such scheduled Personal Leave time shall be considered as "time worked" for purposes of computing time worked for overtime purposes under Article 22.~~

21.6~~5~~ In the event of an emergency, such as personal or family illness, no advance approval of the use of Personal Leave ~~T~~ime will be required. In order to maintain service, all bargaining unit members agree that Unscheduled Personal Leave ~~T~~ime will only be used when it is impossible to give the advance notice normally required for the use of scheduled Personal Leave ~~T~~ime. Employees shall notify management of an absence prior to the start of any scheduled work period. No doctor's certificate or any other proof of illness will be required under this section; provided, however, that if the City believes that the use of unscheduled Personal Leave ~~T~~ime is being abused, the City will so advise the PBA ~~FOP~~ and the employee of the perceived abuse. If the abuse continues, the City reserves the right to refuse to permit the abusing employee to charge subsequent unscheduled emergency leave to Personal Leave ~~T~~ime and any subsequent unscheduled leave will be taken without pay. If there is a dispute of whether there was abuse, that issue shall be subject to Article 17. Unscheduled Personal Leave ~~T~~ime is leave that is not approved in advance in accordance with Section 21.5~~4~~. Unscheduled Personal Leave ~~T~~ime ~~will~~ is not be considered as "time



worked" for purposes of computing time worked for overtime purposes under Article 22. Requests for unscheduled personal leave which are not related to an illness or other emergency may be denied by the employee's Supervisor.

~~21.76~~ The maximum accrual under this section is 520 hours. Once an employee has accrued 240 hours of unused Personal Leave Time, or has maintained a balance of 240 hours in the employee's sick leave bank, on September 30 of each year the employee may elect to be paid for up to 32 hours annually, not to exceed the hours accrued in the Personal Leave Time Account. The hours will be paid in the first paycheck in December of that year at the rate in effect on September 30 of that year. All hours paid under this section will be deducted from the employee's Personal Leave Time account as of the date of payment. Any bargaining unit member with a balance in their Sick Leave bank as of the date this Agreement is ratified will have such hours converted to Personal Leave and such hours, if any, will be added to the employee's Personal Leave bank.

~~21.87~~ All hours remaining in the employee's sick leave bank may be used by the employee for FMLA-qualifying leave or for medical emergencies where a physician certifies that an employee is physically or mentally unable to return to work for a continuous period of two (2) working days or longer. As long as the employee retains a minimum of 240 hours in the employee's

~~sick leave bank, the employee will be entitled to the pay option provided by Section 21.7, provided that such pay will be deducted from the employee's Personal Leave Time account. - Upon terminating from the City for any reason, the employee will receive pay for one-third (1/3) of the hours then remaining in the employee's sick leave bank, not to exceed 240 hours; provided, however, that the total hours paid under this section, together with the hours paid under Section 21.4 do not exceed 520 hours. - However, employees with more than twenty (20) years of service who voluntarily terminate from the City (or who are laid off) will receive payment for one hundred percent (100%) of the hours then remaining in the employee's sick leave bank, provided, however, that the total hours paid under this section, together with the hours paid under section 21.4 do not exceed 1,200. Employees with more than twenty (20) years of service who do not voluntarily leave the employment of the City will receive payment for one-third (1/3) of the hours then remaining in the employee's sick leave bank, not to exceed 240 hours; provided, however, that the total hours paid under this section, together with the hours paid under Section 21.4 do not exceed 520 hours.~~

Personal Leave banks cannot exceed 520 hours as of an employee's anniversary date of service. Employees with a balance in excess of 520 hours as of the date this Agreement is ratified will receive payment for the number of hours that exceed 520 at the hourly rate in effect upon ratification. Effective ninety (90) days after the ratification of the Agreement, hours in



excess of 520 at an employee's anniversary date, and every anniversary date thereafter, will be automatically forfeited. Exceptions to this automatic forfeiture include employee's who are in their final year of employment as stated in 21.8 and unique circumstances approved in advance by the Chief and the Human Resources Director.

21.8 Bargaining Unit members may elect to be paid up to forty (40) hours of accrued Personal Leave on an annual basis. In order to be eligible for such payment, employees must have a minimum of 240 hours in their Personal Leave bank and request to receive such payment at least two (2) weeks in advance of their anniversary date. Every attempt will be made to process such payment with the payroll immediately proceeding the employee's anniversary date. All hours paid under this section will be deducted from the employee's Personal Leave bank as of the date payment is made.

21.9 Upon terminating from the City, any bargaining unit employee with time remaining in their Personal Leave bank will receive full payment for the hours then remaining at termination up to 760 hours. In the event of a death, the employee's estate or the employee's designated beneficiary shall be entitled to a lump-sum payment of all accrued Personal Leave.



**ARTICLE 22**  
**HOURS OF WORK AND OVERTIME**

22.1 The following provisions shall govern hours of work and overtime as an officer of the Ormond Beach Police Department.

A. The City may elect to designate officers assigned to the patrol division to a 14-day work period pursuant to 7k of the Fair Labor Standards Act. At such time, eighty-four (84) hours during a two (2) week period shall constitute a normal work period for patrol officers. For all other officers covered by this Agreement, a normal work period shall consist of forty (40) hours within a one (1) week period. ~~Forty (40) hours shall constitute a normal work period for an employee covered by this Agreement. Nothing herein shall guarantee an employee payment for a forty (40) hour~~ for the applicable normal work period as described above unless the employee actually works ~~forty (40) hours during~~ the assigned the work period. Employees assigned to work an eighty-four (84) hour schedule shall be compensated at regular straight-time. For purposes of computing hours worked, scheduled Personal Leave Time under Article 21.6~~4~~ will be considered hours worked. Unscheduled Personal Leave Time under Article 21.7~~5~~ and all other time not worked, whether paid or unpaid, will not be considered as hours worked.

B. Hours worked in excess of designated work period (i.e., eighty-four (84) hours every two weeks for patrol division employees and forty (40) hours per work period for all other officers) shall be compensated at the rate of time and one-half ( $1\frac{1}{2}$ ) of the employee's regular straight time rate or the employee will be given compensatory time at a rate of time and one-half the numbers of hours worked at the employee's option. Compensatory time may accrue up to 240 hours during a fiscal year. All hours remaining in the compensatory time bank over 120 hours on September 30<sup>th</sup> of the fiscal year will be paid out in October.

C. If an employee covered by this Agreement is called out to work or ordered to appear in court at a time outside his normal working hours, he shall receive a minimum of three (3) hours' pay at the rate of time and one-half ( $1\frac{1}{2}$ ) his regular straight time rate. If called out again during the three-hour period an employee shall not receive any other compensation. ~~However, an employee who does not accumulate at least forty (40) hours compensated time (hours worked or scheduled Personal Leave Time) during the work period~~ An employee that does not work their assigned normal work period as described in 22.1(a) will be compensated for the call-out at his regular straight time rate. If an employee covered by this Agreement is called out to work additional hours contiguous with his scheduled work hours, only the hours worked outside the scheduled hours will be compensated at time and one-half. Any meeting outside of an employee's normal work



schedule that is scheduled at least seventy-two (72) hours in advance will not be considered as a call out and the employee will be compensated at time and one-half for the amount of time actually worked. All overtime and/or call-outs must be approved by the on-duty supervisor. A sergeant's overtime and/or call-out must be approved in advance by a lieutenant or higher authority.

D. The aforementioned minimum call-out compensation shall apply to required off-duty appearances as a subpoenaed witness in the Federal, Circuit, and/or County Courts on pending criminal, civil or traffic cases in which the employee is involved as a witness (in his official police capacity), arresting officer, and/or investigating officer. Any witness fees or any other related fees received in connection with the appearance before any court or for the purpose of giving a deposition shall be turned over to the City. All hours under this section in excess of the three (3) hour minimum will be considered hours worked and be paid at the regular straight time rate or the overtime rate ~~if more than 40 hours has been worked during the~~ for the time in excess of the designated normal work period.

E. No supervisor or official shall take any action to cause the non-payment of time and one-half in circumstances in which the member covered by this Agreement has performed work which entitled him to payment of time and one-half. Nothing herein shall restrict the City or the Department from devising work schedules to reduce the amount of overtime,

court time or call-out hours worked by an employee covered by this Agreement. The City will not alter normal work schedules or give un-requested time off solely to prevent employees from being paid overtime.

F. Except as otherwise provided in this paragraph, employees covered by this Agreement shall be given seventy-two (72) hours' written notice of any change in their regular hours of work. Further, except for emergency situations, the Department will avoid scheduling an employee to work on continuous shifts. The City will provide employees with two (2) calendar weeks' notice of a permanent shift change and ~~two (2) calendar weeks'~~ seventy-two (72) hours notice when an employee will be required to work on a holiday when the employee would otherwise be off duty on the holiday. Failure to report for assigned overtime duty may result in disciplinary actions as set for in City of Ormond Beach Human Resources Policy 7.02C.

G. If an employee who is regularly scheduled to work on a holiday is allowed or directed to take a holiday set forth in Article 20, Section 20.1 off and has otherwise worked all his/her regularly scheduled hours of work during the pay period is then directed to work a pre-scheduled special event during the time the employee would otherwise be scheduled off-duty, the employee will be paid time and one-half for all hours worked at the special event without regard to the fact that time off on holidays is not ordinarily counted as time worked for overtime purposes. A "special event"



is a pre-scheduled event such as the July 4<sup>th</sup> fireworks. If the employee works on the scheduled holiday, the employee will be paid time and one-half for the special event if the employee has worked 40 hours their assigned normal during the work period.

H. The City and the PBA FOP agree that extra off-duty employment may be authorized by the Police Chief or his designee. All compensation for authorized off-duty employment where the contract is between the third party and the City, will be paid to the City which will, in turn, compensate the off-duty employee performing the services. Workers Compensation under this section will be the responsibility of the third party employer but will be governed by Florida Statute 440.091. Off-duty hours under this section do not count as hours worked or compensated for the purposes of computing overtime. When a request is made for off-duty employment for four or more persons, it is understood that one of the employees will be a corporal or a sergeant, who will be compensated at the rate of time and one-half his/her regular rate of pay. All off-duty employment contracted by the City for the benefit of the employees will be at a three-hour minimum.

I. The aforementioned minimum call-out compensation and other provisions of Paragraph C of this Article shall also apply when the employee is required, at the discretion of the Department, to report to an

assembly point (i.e., staging area) during his off-duty hours to await a call to duty.

J. A shift work schedule will be posted showing the schedule for a period of two (2) months and will be posted fifteen (15) days in advance of the expiration of the previous schedule.



**ARTICLE 23**  
**UNIFORM, CLEANING, CLOTHING, AND EQUIPMENT**

23.1       The City will provide, at no cost to the employees, all uniforms required by the Police Department, including but not limited to a handgun, flashlight and batteries, and leather goods to include but not limited to belt, holster, handcuff case, cartridge case, magazines and personal body armor-tropical weight vests no less than the standard of the currently issued equipment. These vests will be professionally sized by the vendor to each officer and will be replaced as per the manufacturers' specifications. (Example: If the manufacturer states the vest should be replaced every five (5) years, the City would replace them at that time.)

23.2       Any employee who shall receive any breakage or damage to his uniform issued equipment or personal equipment in the line of duty shall have it replaced at no cost to the employee. The use of such personally owned equipment, if in addition to that supplied under Section 23.1, must be approved by the Chief, ~~Assistant Chief,~~ or ~~Division Chief~~ Lieutenant in advance. Requests for replacement of personal equipment under this section must be submitted within seventy-two (72) hours of the damage.

23.3 Sworn police officers who are required to wear non-issue clothing in the course of their job shall receive a clothing allotment of one hundred dollars (\$100) per month. Uniformed employees shall receive a uniform allowance of thirty dollars (\$30.00) per month for the purpose of the upkeep of uniforms. Payments shall be made on the regularly scheduled pay periods.

23.4 At the start of each shift, the driver will inspect his assigned police vehicle before it goes on the street. If the driver finds any fault in the vehicle which might be construed as a safety hazard, the driver shall inform his or her immediate supervisor. The vehicle will not be returned to duty until the safety hazards are eliminated.

23.5 The City will arrange to have each vehicle thoroughly inspected by a qualified mechanic on a schedule to be determined by the Fleet Operations Department.

23.6 The driver shall check his marked patrol vehicle before it goes on the street. It must have the following equipment in working order: emergency light, siren, loudspeaker, two-way mobile radio, electronic flashlight, first aid kit, fire extinguisher, reflectorized traffic vests and a

prisoner cage guard in all vehicles which shall be used to transport prisoners.

23.7 Effective upon ratification of this agreement the City will annually provide employees with a footwear allowance to use during the contract year of a total of \$100.00. Employees may purchase up to two (2) pairs of footwear, which may be charged toward the annual \$100.00 allowance. (Example – two pairs of shoes at \$40.00 per pair will result in two reimbursements of \$40.00 each upon presentation of receipt. Two pairs of shoes at \$65.00 per pair will result in one reimbursement of \$65.00 and a second reimbursement of \$35.00 upon presentation of receipts.) Such footwear must be worn on the job. Officers assigned to motorcycles will continue to be provided appropriate footwear for that assignment in addition to the above footwear allowance.

**ARTICLE 24**  
**WORKERS' COMPENSATION**

24.1 The City will provide benefits in accordance with the provisions of Chapters 112 and 440, Florida Statutes and Chapter 69L, Florida Administrative Code.

24.2 An regular employee covered hereunder who is temporarily disabled in the line of duty shall receive paid disability leave, as described in Section B, consisting of full pay and benefits for the period of his the temporary disability, subject, however, to compliance with all of the following conditions:

A. The disability involved must have resulted from an injury or an illness ~~sustained directly in the performance of the employee's work for or approved by the City or the Department. - Other than the presumptions discussed below, the City's determination of whether the disability involved is of the foregoing nature shall be based solely on the final determination~~ of compensability made by the State Department of Labor and Employment Security Division of Workers' Compensation and/or the courts, pursuant to the provisions of Chapters 112 and 440, Florida Statutes and Chapter 69L, Florida Administrative Code. ~~Although compensable under the Workers' Compensation Statute, any disability caused by legislated "presumptions"~~



~~that do not occur as a result of an on-the-job or in-the-line-of-duty injuries will be deemed as specifically excluded from this section.~~ Any benefits will be determined in strict accordance with Chapters 112 and 440, Florida Statutes, and Chapter 69L, Florida Administrative Code.

~~B. The City Manager or his designee, at his discretion, may utilize the services of a physician to determine whether any employee claiming disability is physically and/or mentally able to continue working or to return to work.~~ The authorized treating physician must place the employee on a "no work" status or restrict the release of the employee to return to work for a portion of the regular number of work hours. This status engages the p

~~\_\_\_\_\_~~ C. Paid disability leave and shall not exceed 720 working hours for any one injury. If, as a direct result of the continuation of the disability involved, the employee is unable to return to work at the end of the 720 working hour period, the employee may petition the City requesting that he be carried in pay status beyond the 720 working hour period. Upon receipt of such a petition, the City shall convene a panel comprised of the Police Chief, ~~the physician designated pursuant to Paragraph B above~~ authorized treating physician, and the City Human Resources Director, which panel shall make a recommendation to the City Manager as to a proper disposition of the employee's ~~position~~ request. A written opinion from the designated physician will be deemed as compliance if said physician is unable or unwilling to meet with the panel. If the designated physician is not

willing to provide a written opinion, the Police Chief and Human Resources Director shall make the recommendation to the City Manager. If the City Manager decides not to permit the employee to continue in pay status beyond the 720 working hour period, the employee shall, after utilizing his accrued Personal Leave Time and the employee's sick leave bank, revert to normal workers' compensation benefits. If an employee is temporarily unable to perform his modified regular police duties, but is released by the physician to perform light duties, the City shall have the right to utilize this employee in some other police-related City department function as approved by the treating physician.

~~D.— As a condition precedent to obtaining paid disability leave, the employee must formally assign his workers' compensation weekly benefits to the City for the period of disability leave or any extension thereof.~~

~~24.3 — At the request of the Police Chief, the City Manager may direct any employee covered hereunder to submit to a physical and/or mental examination conducted by a physician designated pursuant to Section 24.2, Paragraph B, above. - The sole purpose of such examination shall be to determine whether the employee has a physical and/or mental disability which impairs his effectiveness as a Police Officer, limits his ability to perform his assigned duties, or makes his continuation in his job a danger to himself, the public or other Department employees. In the event the City Manager, in~~



~~consultation with the Police Chief and the designated physician, determines that a non-job related disability does exist, the following action should be taken:~~

~~\_\_\_\_\_ A. If the designated physician determines that the disability is either temporary or can be corrected, the employee shall be allowed a specified period of time to have it corrected. During this period of time, and after consulting with the Police Chief, the City Manager, in his discretion, may permit the employee to continue with his normal duties, reassign the employee to other duties with the City or the Department, or temporarily remove the employee from City service. Should the employee be temporarily removed from City service during the period of time specified for the correction of his disability, the employee may utilize his/her Personal Leave Time or accrued sick leave time under Article 21, Section 21.9. However, if the employee fails to take the necessary steps to have the disability corrected within the specified period of time, he may be subject to dismissal from City service.~~

~~\_\_\_\_\_ B. If, in the opinion of the designated physician, the disability cannot be corrected and after consultation with the employee, it is determined by the City that the employee, with or without reasonable accommodation, cannot perform the essential duties of the job, the City Manager, in consultation with the Police Chief and the employee involved, shall attempt to place the employee in another City position which, in the City~~

~~Manager's determination, the employee can perform satisfactorily. Nothing herein shall require the City Manager to create a position for the employee or place the employee in a position which, in the City Manager's determination, need not be filled. If the City Manager determines that the employee cannot successfully be placed in another position, or if the City Manager in consultation with the Department head involved, determines that the employee, once placed in another position, is unable to perform satisfactorily in that position, the City shall separate the employee from the City's service either through retirement, if available under the City retirement system, or through dismissal.~~

24.4~~3~~The City has the right to choose any physician for treatment of on-the-job injuries, subject to the limitations of Section 440.13, Florida Statutes, and Chapter 69L, Florida Administrative Code.

**ARTICLE 25**  
**AUTHORIZED USE OF PRIVATE AUTOMOBILES**

25.1 Any employee authorized to use his private automobile in the performance of his official City duties will be compensated at the rate established by Florida Statutes. Such mileage shall be computed based on the distance between the employee's regular duty station and the place of assignment or the employee's residence and place of assignment, whichever is shorter.

25.2 Mileage shall be paid for travel to and from off-duty court appearances if the location is outside of a seven (7) mile radius from the main Police Station.

The seven (7) mile radius will be excluded from computation of total mileage per employee.

Mileage shall not be paid for commuting to and from the regular duty station nor shall mileage be paid for travel to and from off-duty shooting appearances, or education.

25.3 Authorization for use of private vehicles shall be determined by the Police Chief or his designee.

**ARTICLE 26**  
**LEGAL BENEFITS**

26.1 The City will defend employees against any legal actions taken against them as a result of their actions while acting in the scope of their employment (i.e., in the line of duty), unless such employee acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property, and will initiate any proper and appropriate counter-suits.

26.2 The City agrees to indemnify all employees against judgments levied against them as a result of their actions while acting in the scope of their employment.

## **ARTICLE 27**

### **INSURANCE**

27.1 The City agrees to maintain a hospitalization/dental insurance program. Employees will be provided a base program at the City's expense. Dependents' cost and/or any cost above the base program will be provided by the employee. It is the intent of this Article to preserve current benefits to the extent possible.

27.2 ~~———— The City agrees that if an employee covered by this Agreement chooses not to join or desires to discontinue the City program, he shall sign a form provided by the City to this effect. If the employee chooses to join a hospitalization program sponsored by the P.B.A., the P.B.A. shall inform the City. The P.B.A. shall invoice the City monthly for those employees under the P.B.A. plan and the P.B.A. shall be remitted for an amount equal to the employee's individual coverage as determined by the City program.~~

27.3~~2~~ Eligibility for hospitalization/dental insurance coverage under the City's ~~or the P.B.A. plan shall begin sixty (60) days~~ the first day of the month following thirty (30) days from the date of employment.



## **ARTICLE 28**

### **WAGES**

28.1 Upon ratification of this Agreement, wages shall be predicated on the following:

a.) Bargaining unit employees shall receive no pay increase for fiscal year beginning October 1, 2010, and ending September 30, 2011.

b.) Employees will receive a 2.5% wage increase effective October 1, 2011, subject to performance criteria defined in 28.2. Beginning with Step 2 of the Pay Plan Matrix for 300 Series Positions (copy attached), wages will be adjusted to reflect said 2.5% wage increase.

c.) Both parties agree to a reopener for Article 28, Wages for the fiscal year beginning October 1, 2012 and ending September 30, 2013. Either party desiring to reopen this Article for negotiation for the 2012-13 fiscal year must give the other party written notice of reopening on or before June 1, 2012. There will be no wage adjustments until bargaining for that year is concluded.

~~On the effective date of this agreement, as described in Article 36, Terms of Agreement, the attached "Pay Matrix A" shall become effective.~~



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~~A. Any employee(s) earning below the new minimum (Step 1) of the pay ranges in "Pay Matrix A" on the effective date of this agreement (as described in Article 36, Terms of Agreement) shall be moved to the newly adopted Step 1. These employees shall not be eligible for the pro-rated step increase as described in paragraph "B" or any other wage adjustment for FY 2007-08.~~

~~B. Following the adoption of this agreement, bargaining unit employees who did not receive the step adjustment described in Paragraph A and who have not reached the top of their respective pay ranges (Step 15) in "Pay Matrix A" will receive a pro-rated step increase on their anniversary date or the effective date of this agreement as described in Article 36, Terms of Agreement, which ever date occurs later. This pro-rated step increase shall not be retroactive. For example, employees with anniversary dates occurring between October 1, 2007 and the effective date of the agreement will be placed one step higher on the effective date of the agreement. Employees with anniversary dates occurring after the effective date of the agreement will be placed one step higher on their anniversary date occurring prior to September 30, 2008.~~

~~“Anniversary Date” for the purposes of this article shall mean the last date the employee began working in the Ormond Beach Police Department in the bargaining unit as a sworn Police Officer.~~

C. ~~Following the adoption of this agreement, bargaining unit employees who did not receive the step adjustment described in Paragraph A and who are not entitled to the pro-rated step increase as described in paragraph B because they are at the top of their respective pay ranges (Step 15) in “Pay Matrix A” will receive a one-time lump-sum bonus equivalent to a pro-rated step increase on their anniversary date or the effective date of this agreement as described in Article 36, Terms of Agreement, which ever date occurs later. - This one-time lump-sum bonus calculation shall not be retroactive. - For example, employees with anniversary dates occurring between October 1, 2007 and the effective date of the agreement will receive a one-time lump-sum bonus calculated from the effective date of the agreement through September 30, 2008. Employees with anniversary dates occurring after the effective date of the agreement will receive a one-time lump-sum bonus calculated from the employees’ anniversary date through September 30, 2008.~~

~~D. Effective October 1, 2008 “Pay Matrix B” will become effective (adjusting all steps in “Pay Matrix A” by \$2,200 annually). - All bargaining unit employees with an annual performance evaluation of “Meets~~

~~Standards” or equivalent will receive a \$2,200 increase to their annualized base pay effective October 1, 2008. However, no step increase will be granted during this fiscal year (i.e.: employees will not advance in the step plan). For example, a Police Officer in Step 7 of “Pay Matrix A” on September 30, 2008 earning \$39,474 annually will remain in Step 7 in “Pay Matrix B,” but will be compensated at the new Step 7 annualized rate of \$41,674 effective October 1, 2008.~~

~~————— E. — Effective October 1, 2009 “Pay Matrix C” will become effective (adjusting all steps in “Pay Matrix B” by 2%). All bargaining unit employees with an annual performance evaluation of “Meets Standards” or equivalent will receive a 2% increase to their annualized base pay effective October 1, 2009. However, no step increase will be granted during this fiscal year (i.e.: employees will not advance in the step plan). For example, a Police Officer in Step 7 of “Pay Matrix B” on September 30, 2008 earning \$41,674 annually will remain in Step 7 in “Pay Matrix C,” but will be compensated at the new Step 7 annualized rate of \$42,508 effective October 1, 2009.~~

**F.28.2** No employee will exceed Step 15 of the applicable pay grade. An annual performance rating of lower than “Meets Standards” (or equivalent) will disqualify an employee from receiving any of the above described increases. However, an employee so rated will be re-evaluated at the end of three (3) months and if rated “Meets Standards” (or equivalent) or



above at that time, will receive the increase as provided in the above paragraphs effective on the date of the "Meets Standards" or above performance rating during the appropriate fiscal year. A rating of "Unsatisfactory" (or equivalent) at any time may result in discharge. If the initial annual performance rating is less than "Meets Standards" (or equivalent) and is dated on or after July 1 of the contract year, the time to grieve the unsatisfactory rating begins to run on the date that the employee receives the rating. If the initial unsatisfactory rating is dated prior to July 1 of the contract year, the initial conditional or unsatisfactory rating is not grievable. If the re-evaluation, which takes place three months after the initial rating below "Meets Standards" or equivalent, remains unsatisfactory, the initial unsatisfactory or conditional evaluation as well as the unsatisfactory re-evaluation may be grieved. The time to file both grievances begins on the date the employee receives the unsatisfactory rating on the re-evaluation.

**G.28.3** Employees assigned to the afternoon shift will receive an additional 2.5% differential payment for all hours worked. Upon the implementation of a twelve (12) hour shift schedule, the afternoon 2.5% shift differential payment will be eliminated. Employees assigned to the midnight shift will receive an additional 5% differential payment for all hours worked. Employees assigned to the day shift will not receive any shift differential. Five (5%) percent differential payments for motorcycle officers will continue.

**ARTICLE 29**  
**DRUGS AND ALCOHOL**

29.1      ~~In a commitment to safeguard the health of our employees and to provide a safe working environment for everyone, the City has established a Drug-Free Workplace Policy for the City of Ormond Beach. This policy is implemented pursuant to the Drug-Free Workplace program requirements under F.S. 440.102 and the rules of the Department of Labor and Employment Security, Division of Workers' Compensation; Section 234.091 Florida Statutes; Regulations of the U.S. Department of Transportation (D.O.T.) contained in 49 CFR Part 40; and Regulations of the Federal Highway Administration contained in 49 CFR Parts 382 and 391.~~

The Policy pertaining to bargaining unit positions is attached (Exhibit C).

All members of the bargaining unit shall be subject to the City's Drug Free Work Place policy, Administrative Policy #59, as amended April 2009.



**ARTICLE 30**  
**SEVERABILITY CLAUSE**

30.1 If any provision of this Agreement or any part thereof be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, all other provisions and parts of this Agreement shall remain in full force and effect for the duration of this Agreement.

30.2 If any Article is rendered or declared invalid, it shall be re-negotiated within sixty (60) days.

**ARTICLE 31**  
**ENTIRETY OF THE AGREEMENT**

31.1        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 nor re-negotiate this Agreement nor any part of this Agreement, except as provided for herein.

**ARTICLE 32**  
**EDUCATION**

32.1       ~~When the best interest of the City is served by schooling, seminars or classes, the Police Chief may recommend to the City Manager that the City bear the cost of text books and tuition required. Final approval must be granted by the City Manager prior to taking the course~~ All members of the bargaining unit will be entitled to the educational benefits according to the City's Education/Training Reimbursement policy, Administrative Policy #58, as amended March 2012.

32.2       ~~The cost is to be approved prior to attending courses and upon approval to be paid after completion and passing of said courses.~~

32.3       ~~If the employee's grade is "A", "B" or "C", he will receive 100% of the cost involved.~~

**ARTICLE 33**  
**BEREAVEMENT LEAVE**

33.1 The City agrees that when a death occurs in the immediate family of an employee, the employee shall be granted up to three (3) days off. For a death that requires out of state travel, two (2) additional days will be allowed.

A. The City agrees that the "immediate family" shall be defined as: father, mother, spouse, child, step-child, legally-placed foster child, brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, step-parents, grandparents and grandchildren of the employee. If the employee was raised by someone other than one of the persons listed, he may request the leave as though he had been reared by one of the persons listed.

B. The City agrees that bereavement leave will not be charged against Personal Leave Time.

C. For additional bereavement leave, unscheduled Personal Leave Time, Scheduled Personal Leave Time, Sick Time or Compensatory Time may be granted.

**ARTICLE 34**  
**PENSION**

34.1        The City agrees to change ~~that~~ the number of years of employment for determining the employee's salary history for calculating normal ~~and disability~~ retirement pension benefits from ten (10) years to ~~is~~ five (5) years effective January 1, 1988. For disability retirement, the period will be reduced to five (5) years effective January 1, 1984. This change does not affect any other section of the pension program requirements.

34.2        ~~Effective October 1, 2006 the City will pick up 1.5% of the employee contribution. The current employee contribution is 10.5%. Following this adjustment~~ The employee contribution will be 9%.

34.3        ~~The City agrees to retain the services of a pension review expert during the FY 2004-05 for the purpose of assessing the City of Ormond Beach Pension Plan. The City further agrees to share the results of this assessment with the PBA. If mutually agreed, this article may be re-opened to address the results provided by the pension review expert for the purpose of creating a long-term strategy regarding any recommended benefit enhancements. These enhancements will not necessarily be the sole financial~~



~~responsibility of the City to fund.~~

34.2 Employees who entered the plan's DROP program prior to the ratification of this Agreement will remain in the program under the same terms and conditions in place prior to the date of ratification. Bargaining unit members employed by the department prior to the ratification date who have not entered into the DROP program will be eligible to enter the program with an interest rate of 2.0%.

34.4 An annual maximum of 300 hours of overtime compensation for service earned on or after October 1, 2012 shall be included in employee's retirement calculation.

34.5 The maximum Personal Leave buyout for pension purposes will be equal to the available Personal Leave Hours in an employee's bank one (1) year from the date of ratification of this Agreement. If after the establishment of the maximum Personal Leave buyout hours, an employee's Personal Leave falls below the initially established maximum, the maximum hours of pensionable Personal Leave will be reduced accordingly. Thereby establishing a new maximum and once reduced it cannot be restored to the original level. Personal Leave hours earned prior to the ratification date will only be used after all Personal Leave hours earned after the ratification date are exhausted.

34.6 Employees hired after the date of ratification will receive a defined benefit plan with a 2.75 multiplier. Additionally, employees hired after the date of ratification will not be eligible to participate in the plan's DROP program. Employees hired after the date of ratification will have a 10% lump-sum optional form of retirement benefit. All other lawful provisions of the defined benefit plan for employees hired after the date of ratification will be the same as those provided to employees hired prior to the ratification date.

**ARTICLE 35**  
**MAINTENANCE OF BENEFITS**

35.1 This Agreement shall not deprive any employee of any benefits or protections granted by federal legislation, the laws of the State of Florida, ordinances of Ormond Beach or personnel rules and regulations of Ormond Beach, Florida, in effect as of October 1, 2001, unless abridged by this contract.

35.2 The City agrees that all previously published and approved job benefits heretofore enjoyed by the employees, which are not specifically provided for or abridged by this Agreement, shall continue in full force and effect unless the City first notifies the union of any proposed changes and the union is given the opportunity to bargain over such proposed changes.

35.3 Nothing in this Article shall prevent the City from making reasonable changes in work rules or methods, provided that such changes do not reduce the benefits referred to above.

35.4 The City will provide the Union with a copy of written work rules affecting employees covered by this Agreement that are instituted or modified during the term of this Agreement.

**ARTICLE 36**  
**TERMS OF AGREEMENT**

36.1 This Agreement will become effective on the date it is last executed of ratification by the respective parties and will remain in effect until September 30, 2010<sup>3</sup>. The parties agree to a reopener for Article 28, Wages, for FY 2009-10<sup>12-13</sup>; either party desiring to reopen Article 28, Wages, for negotiation for the 2009-10 contract 2012-13 fiscal year must give the other party written notice of reopening on or before June 1, 2009<sup>12</sup>. This agreement contains no other reopeners. ~~Either party desiring to reopen the entire contract for negotiation for the 2010-11 contract year must give the other party written notice of reopening on or before June 1, 2010.~~

36.2 This Agreement will remain in full force and effect until its successor is ratified and implemented, or until the impasse procedures are exhausted.

36.3 ~~———— In the event the City Commission chooses not to fund any economic provision of this Agreement for either the 2008-09 contract year, or the 2009-10 contract year, the City agrees to notify the PBA immediately upon learning of the Commission's failure to fund such provision and each such provision shall automatically be considered to be reopened for further~~

~~negotiation without the necessity of the PBA advising the City of it's desire to  
reopen any such article.~~



**IN WITNESS WHEREOF**, the parties hereto have hereunder set their hands and seals on the date shown.

**CITY OR ORMOND BEACH:**

\_\_\_\_\_  
Mayor Ed Kelley

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date

\_\_\_\_\_  
Joyce Shanahan, City Manager

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date

**FLORIDA STATE FRATERNAL ORDER OF POLICE, INC:**

\_\_\_\_\_  
Gary Evans, FOP Staff Representative

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date

\_\_\_\_\_  
Tom Larsen, President

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date