

City Proposal – Package – August 16, 2017 (2-year deal)

Summary:

Article 28 – Personal Leave Cash In – 40, 60, or 80 hours

Article 31 – Wages – FY 2017-2018 – 2% Oct and 2% April (min/max increase in October)

Wages – FY 2018-2019 – 2% Oct and 2% April (min/max increase in October)

Article 32 – Limitations – change date

Article 33 – Duration – change date

All other articles unchanged

AGREEMENT

BETWEEN

THE CITY OF DAYTONA BEACH

AND THE

AMERICAN FEDERATION OF STATE, COUNTY AND

MUNICIPAL EMPLOYEES, FLORIDA COUNCIL

October 1, 2017 through September 30, 2019

TAid Agreement

ARTICLE 28 -LEAVE

1. Personal leave is intended to be used for periodic vacation or incapacitating illness; however, earned personal leave may be used for other reasons when approved by the Department Director or his designee.

2. An employee shall submit written requests for personal leave at least five (5) calendar days prior to the commencement of the requested leave or leave period. The Department Director/designee shall grant or deny the request. It shall be the duty of the City Manager, working through Department Directors, to ensure that personal leave time is scheduled in a manner that reasonably accommodates the needs of the employee and the City.

3. Unscheduled personal leave time is strongly discouraged. The City of Daytona Beach and AFSCME agree that anything over eighty (80) hours of unscheduled absences (paid or unpaid) in any 365-day period will be considered excessive. In order to ensure equitable treatment, the following policy will be uniformly enforced throughout the collective bargaining unit:

A. At seventy-two (72) hours of unscheduled absences (paid or unpaid) in any 365-day period, the employee will receive documented oral counseling from his/her immediate supervisor.

B. At eighty and one-tenth (80.1) hours of unscheduled absences (paid or unpaid) in any 365-day period, the Director or his/her designee will take the following action:

(1) Require a doctor's certificate or sufficient documentation in the event unscheduled absences occur in the next 365-day period.

(2) Progressive disciplinary action can be taken up to and including dismissal.

When administering the aforesaid "excessive absenteeism" policy, an exception to unscheduled absences would be for qualifying FMLA leave.

Approval of personal leave which has not been scheduled in advance shall be at the discretion of the Department Director after consideration of the needs of the employee and the effect of the absence on the work of the Department. Unscheduled personal leave shall not be approved when the employee could have reasonably anticipated the need and submitted a timely request in advance.

4. An employee who anticipates an unscheduled absence from work must notify his supervisor or the office secretary each day prior to the time for commencement of work. A statement by an employee that his/her unscheduled absence is caused by disability or illness shall be considered truthful. However, if such statement is shown, by subsequent investigation, to be false, the employee making such statement shall be subject to disciplinary action up to and including dismissal.

5. An employee claiming unscheduled personal leave may be required to sign and file an appropriate form certifying as to the use, or file a doctor's certification if the claim is attributable to illness. Such certificates shall be filed with the Department Director. If the employee has been incapacitated for the period of absence or a major part thereof, he/she may be required to provide

evidence that he/she is again physically able to perform his/her duties.

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

Personal Leave Use

<u>Length of Service</u>	<u>40 Hr Work Period Emp Min</u>
1 mo. to less than 6 mos.	0
6 mos. to less than 1 yr.	0
1 yr. to less than 7 yrs.	120
7 yrs. to less than 14 yrs.	136
14 yrs. to less than 20 yrs	136
20 yrs. to less than 25 yrs.	136
25 years and over	136

Personal Leave Carry-Over

<u>Work Period</u>	<u>Maximum Carry-Over</u>
40 hours	960 hours
20 hours	480 hours

7. **Bereavement Leave** – In the event of death in the immediate family, an employee shall be allowed to utilize personal leave charged as scheduled leave for up to a maximum of 40 hours per occurrence. Immediate family shall mean the employee's wife, husband, children, parents, brothers, sisters, grandparents, mother-in-law, father-in-law, and any other person who is part of the employee's household.

8. **Workers' Compensation** – Employees absent due to injury incurred in the line of duty for which workers' compensation is authorized, shall be permitted to take personal leave in addition to workers' compensation benefits upon written request; however, in no case shall the total amount paid for both workers' compensation and personal leave exceed the amount of wages to which the employee would have been entitled had the injury not occurred.

9. Leave of Absence – A permanent employee may be granted a leave of absence without pay or benefits for a period not to exceed twelve (12) months, regardless of whether the employee has accrued unused personal leave. Such leave may be granted for sickness, disability, jury duty, military duty, or other good and sufficient reasons, in the best interests of the City.

10. Military Leave – Employees who are commissioned reserve officers or reserve enlisted personnel in the United States military or naval service or members of the National Guard and who are subject to call or induction into federal service by the President of the United States, or when ordered and assigned by proper authority to active or inactive duty, shall be entitled to a leave of absence for the period of active or inactive service. Employees shall be entitled to pay during such periods as follows:

- A. Reserve or Guard Training – Leave for reserve or guard training shall be with pay up to a maximum of 240 hours in any one annual period. Leaves of absence for additional or longer periods shall be without pay except to the extent the employee elects to use accrued personal leave in accordance with the provisions of this Article.
- B. Active National Military Service – Reservists who are called to active national military service shall be paid an amount necessary to bring their total pay, inclusive of their total military pay, to the level earned as City employee at the time called to active military service. Payments shall not be made for longer than one (1) year from the date the employee is called to active military service. The employee shall provide verification of military earnings in order to calculate the amount due.
- C. Contributions to Retirement Plan – The City shall make contributions to the applicable retirement plan for general employees who are called to active military service for each month of service credit during such period of military service up to one (1) year, based upon the employee's rate of monthly compensation as of the date the employee left his or her position. This contribution shall be made after the employee returns to the City's workforce and completes one (1) year of satisfactory service.

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

12. Off-Duty Court Appearances – An off-duty employee who is subpoenaed to appear in court as a witness on a matter which arose from his/her performance of his/her official duties shall be compensated for the actual time spent in court at one and one-half (1½) times his/her regular hourly rate or a minimum of two (2) hours pay regardless of the time actually spent in court, whichever is greater. All fees paid to the employee shall be submitted to the City.

13. Leave Without Pay for Personal Litigation – Leave without pay, at the discretion of the Department Director, may be granted for court attendance where the employee is the plaintiff, defendant, or a witness in civil or criminal litigation not arising from the performance of his/her official duties as an employee of the City.

14. Voting – If an employee is unable to vote in a general, primary, or special election, (for which he/she is registered and eligible to vote) because his/her hours of work do not allow sufficient time for voting, the employee's Department Director or Division Head will make the necessary arrangements to provide the employee with sufficient time to vote. The employee shall advise his Department Director or Division Head of the conflict between his/her scheduled work hours and the aforesaid election at least seven (7) calendar days in advance. Further, the employee shall provide the Department Director or the Division Head with proof that the employee is registered and is eligible to vote in the particular election with which the employee's work hours conflict.

15. Personal Leave Cash-Out Program – The Personal Leave Incentive program has been replaced with the Personal Leave Cash-Out program, whereby an employee with at least 280 hours (140 hours for part-time personnel) of personal leave in their personal leave bank may exchange 40, 60, or 80 hours or (20, 30, or 40 hours for part-time personnel) of personal leave for an equivalent amount of pay. The exchange may occur only one time per fiscal year (October – September). The 40, 60, or 80 hours or (20, 30 or 40 hours for part-time personnel) will be deducted from the employee's personal leave bank. Disbursement will occur the pay period following approval, barring any unforeseen circumstances.

16. Personal Leave Payoff Upon Separation

- A. A 40-hour-work-period employee leaving the municipal service in good standing after giving two weeks advance notice of termination shall be compensated as follows:
- 5 years of service or less – 50% of accrued leave up to the maximum annual carryover
 - More than 5 years of service – 100% of accrued leave up to the maximum annual carryover

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

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

ARTICLE 31 -WAGES

1. 1. Original appointments, working out of class, promotional increases, outstanding performance increases, and educational incentive pay for employees covered hereunder shall be governed by City policy.

~~2. For Fiscal Year 2016-2017, the minimum of the pay ranges shall be increased by 2%; the maximum of the pay ranges shall not be increased.~~

~~3. 2. There shall be a 5% wage increase for Fiscal Year 20167-20178 and Fiscal Year 2018-2019 effective October 2, 2016. Employees at the maximum of the pay range will be eligible to receive a lump sum payment. For applicable employees, the base salary will be increased to the maximum of the range and the employee will receive the difference of that amount and the maximum of the range in a lump sum payment as follows:~~

- October 1, 2017 – 2% across the board. The minimum and maximum of each range shall increase 2%.
- April 1, 2018 – 2% increase for all active employees. The minimum and maximum of each range will not increase. Employees at the maximum of the pay range will be eligible to receive a lump sum payment of 1%. For applicable employees, the base salary will be increased to the maximum of the range and the employee will receive the difference of that amount and 1% in a lump sum payment.
- October 7, 2018 – 2% across the board. The minimum and maximum of each range shall increase 2%.
- April 7, 2019 – 2% increase for all active employees. Minimum and maximum of each range will not increase. Employees at the maximum of the pay range will be eligible to receive a lump sum payment of 1%. For applicable employees, the base salary will be increased to the maximum of the range and the employee will receive the difference of that amount and 1% in a lump sum payment.

4. 3. For the duration of this agreement, ~~Effective October 1, 2016~~, employees covered hereunder shall be rated on their anniversary date using the performance evaluation. For the fiscal years ~~October 1, 20167~~ through September 30, ~~20179~~, there will be no merit increase associated with the performance review. Wage increases (if any) for Fiscal Year ~~20179-201820~~ (and thereafter) shall be established through negotiations and, if necessary, the impasse resolution procedures under the Florida Public Employees Relations Act.

5. 4. Permits & Licensing Division bargaining unit employees that possess more than one state inspection certification (building, plumbing, electrical, mechanical, fire, etc.) and utilize such certification on a regular basis shall receive incentive pay of \$100 per month for such certification. This incentive pay is limited to three such certification(s) above what is required for the classification.

6. 5. Every effort should be made to discuss sub-satisfactory performance with bargaining unit employees prior to the annual performance review period so as to prevent employees being placed on PIP without prior notice of improvements needed. Should an employee receive an unsatisfactory merit rating, the employee's supervisor shall develop with the employee and the Department or

Division Head, a Performance Improvement Plan (PIP). The PIP shall include a written, detailed plan to assist the employee in attaining a satisfactory performance rating. This plan shall be implemented not later than five (5) working days following the date the performance appraisal was discussed with and given to the employee. During the period of time the PIP is in effect, the employee and supervisor shall meet at least weekly to discuss and review the employee's progress.

If at the end of the sixty (60) day PIP period the employee has successfully completed the performance plan objectives, he/she will then be rated satisfactory on that date.

If at the end of a sixty (60) day PIP period the employee still fails to achieve a satisfactory rating, the employee will be terminated or an extension of the sixty (60) day period may be granted, but in no case shall the PIP exceed an additional sixty (60) days.

It is agreed to by the parties that an employee may proceed directly to the grievance process to appeal the decision. In the event the employee chooses not to appeal the decision, the employee may elect to resign prior to the imposition of the termination.

7. 6. The following bargaining unit classifications shall continue to receive an Auto Allowance:

- Building Inspector (2)
- Code Enforcement Inspector/Neighborhood Services Inspector (10)
- Electrical Inspector (0)
- Fire Inspector (1)
- Fire & EMS Specialist (1)
- Mechanical Inspector (0)
- Plans Examiner-Residential (0)
- Plans Examiner/Permits Coordinator (1)
- Plumbing Inspector (1)
- Stormwater Inspector (1)
- Utility Inspector (1)

NOTE: If the City decides to provide a vehicle to any employee of the classifications listed above, that employee's auto allowance will cease immediately.

8. 7. The following bargaining unit classifications shall continue to receive a Tool Allowance of \$10.00 per week:

- Vehicle Mechanic (2)
- Fleet Services Welder/Project Coordinator (1)

9. 8. Code Enforcement Inspectors and Neighborhood Services Inspectors that possess a FACE Certification Level 2 or 3 shall receive \$50 per month for each certification. Also, employees that possess a Code Enforcement Professional (CEP) Certification shall receive an additional \$25 per month for such certification.

~~10.~~ 9. Vehicle Mechanic and Fleet Services Welder/Project Coordinator that possess ASE certifications shall receive \$50 per month for such certification. This incentive pay is limited to 3 such certifications above what is required for the classification.

ARTICLE 32 -LIMITATION ON OPENING NEGOTIATIONS

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 execution of this Agreement. Neither party shall be permitted to reopen or renegotiate this Agreement, except for economic issues and if other employee units are granted an across-the-board or merit increase, for the period from its effective date through and including September 30, 2017~~9~~.

ARTICLE 33 – DURATION OF AGREEMENT

This Agreement, as amended, shall be effective upon approval and execution of the parties and shall remain in full force and effect until and including September 30, 2017~~9~~. The parties, however, shall have the right to reopen this Agreement for the limited purpose and under the conditions set forth in Article 32 (Limitation on Opening Negotiations).

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

AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL EMPLOYEES
FLORIDA COUNCIL 79

By: _____

Attest:

Date: _____

Witnesses:

CITY OF DAYTONA BEACH
A Florida Municipal Corporation

By: _____
Mayor

Attest:

City Clerk

Date: _____

Witnesses:

APPROVED BY: _____
City Attorney