



## Coastal Florida Police Benevolent Association

810 Fentress Court, Suite 150 • Daytona Beach, Florida 32117  
(386) 304-2393 • 1-800-625-5451 • Fax: (386) 788-2126

# **CONTRACT RATIFICATION** **VOTE NOTICE:**

**WHEN:** Tuesday & Wednesday (September 7 & 8)

**TIME:** 3:00pm - 6:30pm

**WHERE:** Valor Briefing Room

*This is a vote on whether to ratify the tentatively-agreed-to Collective Bargaining Agreement for the 10/1/21 through 9/30/23 fiscal years.*

*ALL DBPD Officers & Sergeants who are in not in the Professional Standards, Administrative, or Training Divisions are eligible to vote on this contract.*

Questions? Call Mike Scudiero at the CFPBA Office at 386-304-2393.

*Discussed  
8/26/21 after Caucus  
11:15 a.m.*

City Package Proposal – August 26, 2021 (2-Year Deal) (AFTER CAUCUS)

- Article 19 – Changed 10 years to 7 years of consecutive service
  - Article 30 – 2021-2022 - Oct 3%; April 4% and 2022-2023 - Oct 3%; April 4%
  - Article 35 – Limitations on Opening Negotiations
  - Article 36 – Duration of Agreement
  - All other Articles – Unchanged
- Pension Provisions – Amend normal retirement benefit at any age from 25 to 20 years. Agree to use IPTR to pay for that benefit and to offset City's annual contribution with any excess and eliminate 10 – temporary relief.

**Agreement**

by and between

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

and the

**Coastal Florida PBA  
(POLICE SERGEANTS AND OFFICERS)  
October 1, 2019~~21~~ – September 30, 2021~~23~~**

*TA'd  
management  
Union*

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## ARTICLE XIX - PROMOTIONS

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

19.2 An employee shall be eligible to take the Sergeant's promotional examination if he/she has served as a City of Daytona Beach full-time police officer for five (5) consecutive years immediately prior to the promotional examination and has an Associate's Degree in Criminal Justice or related field, or has served ~~ten (10)~~ seven (7) years as a City of Daytona Beach full-time police officer with a total of five (5) consecutive years of service immediately prior to the examination; provided, however, that any employee meeting the first listed requirement herein shall have two (2) points added to his/her total examination score.

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

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

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

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

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

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

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

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

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



### ARTICLE XXX - WAGES

30.1 The minimum and maximums of pay ranges for Fiscal Year ~~2019-2020~~ 2021-2022 and Fiscal Year ~~2020-2021~~ 2022-2023 shall be:

<u>Classification</u>	<u>Minimum</u>	<u>Maximum</u>
Police Officer	<del>\$40,367.04</del> <u>\$42,825.42</u>	<del>\$66,365.28</del> <u>\$70,406.89</u>
FY <del>2020-2021</del> <u>2021-2022</u>	<del>\$41,578.08</del> <u>\$44,110.19</u>	<del>\$68,356.20</del> <u>\$72,519.09</u>
Police Sergeant	<del>\$50,874.36</del> <u>\$53,972.66</u>	<del>\$79,431.48</del> <u>\$84,268.87</u>
FY <del>2020-2021</del> <u>2021-2022</u>	<del>\$52,400.64</del> <u>\$55,591.84</u>	<del>\$81,814.44</del> <u>\$86,796.94</u>

30.2 There shall be a wage increase for ~~2019-2020~~ 2021-2022 and Fiscal Year ~~2020-2021~~ 2022-2023 as follows:

- October ~~6, 2019~~ 3, 2021 – ~~2.5~~ 3% across the board. The minimum and maximum of each range shall increase ~~2.5~~ 3% as shown above.
- April ~~53, 2020~~ 2, 2022 – ~~As outlined in Attachment C, there will be a 4% increase for all active employees. The minimum and maximum of each range will not increase. Employees at the maximum range will be eligible to receive a lump sum payment of 2%. For applicable employees, the base salary will be increased to the maximum of the range and the employee will receive the difference of that amount and 2% in a lump sum payment.~~
- October ~~4, 2020~~ 2, 2022 – 3% across the board. The minimum and maximum of each range shall increase 3% as shown above.
- April ~~4, 2021~~ 2, 2023 – 4% increase for all active employees. The minimum and maximum of each range will not increase. Employees at the maximum range will be eligible to receive a lump sum payment of 2%. For applicable employees, the base salary will be increased to the maximum of the range and the employee will receive the difference of that amount and 2% in a lump sum payment.

30.3 Wage increases (if any) for Fiscal Year ~~2021-2022~~ 2022-2023 (and thereafter) shall be established through negotiations and, if necessary, the impasse resolution procedures under the Florida Public Employees Relations Act.

#### ARTICLE XXXV - LIMITATION ON OPENING NEGOTIATIONS

35.1 This Agreement contains the entire agreement of the parties on all matters relative to wages, hours, working conditions and all other matters, which have been, or could have been negotiated by and between the parties prior to the execution of this Agreement. Neither party shall be permitted to reopen or renegotiate this Agreement, or any part of this Agreement, for the period from its effective date through and including September 30, 2024~~3~~.

ARTICLE XXXVI - DURATION OF AGREEMENT

This Agreement shall be effective upon approval and execution of the parties and shall remain in full force and effect until and including September 30, 2021~~3~~. Any future wage increases shall be based solely on negotiations between the parties and implementation of a new collective bargaining agreement for FY2021~~23~~-2022~~24~~ (and subsequent fiscal years), and, where required, the statutory impasse resolution process.

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

**CITY OF DAYTONA BEACH**

By: \_\_\_\_\_  
Derrick L. Henry, Mayor

**Attest:**

\_\_\_\_\_  
Letitia LaMagna, City Clerk

Date:

\_\_\_\_\_

**COASTAL FLORIDA PBA**

By: \_\_\_\_\_  
Mike Scudiero  
Coastal Florida PBA Business Agent

**Attest:**

\_\_\_\_\_  
Coastal Florida PBA Representative

Date:

\_\_\_\_\_



**CITY PACKAGE PROPOSAL – August 26, 2021**  
**PENSION REVISION**

Coastal Florida PBA Contract – October 1, 2021 – September 30, 2023

For Fiscal Year 2021-2022, and the duration of this Agreement, all terms, conditions, definitions, and benefits of the Police and Fire Pension Plan that are applicable to the bargaining unit employees covered under this Agreement are set forth in the City of Daytona Beach's City Charter, Subpart D, as most recently amended and implemented by the City Commission, except as modified below:

- I. The parties mutually agree to use all IPTR previously accumulated and prospectively received to pay for the enhanced benefit of reducing the normal retirement service requirement from twenty-five (25) years to twenty (20) years and to use any remaining IPTR to offset the City's annual contribution in accordance with Chapter 185 of the Florida Statutes.

II. SECTION 6. – BENEFIT AMOUNTS AND ELIGIBILITY.

1. ~~Normal Retirement Age and Date. For Members who have an effective date of hire before August 6, 2014, a~~ A Member's normal retirement age is the earlier of the attainment of age fifty-five (55) and the completion of ten (10) years of Credited Service or the completion of twenty (20) years of Credited Service, regardless of age. ~~For Members hired on or after August 6, 2014 a Member's normal retirement age is the earlier of the attainment of age fifty-five (55) and the completion of ten (10) years of Credited Service or the completion of twenty-five (25) years of Credited Service, regardless of age. Each Member shall become one hundred percent (100%) vested in his accrued benefit at normal retirement age. A Member's normal retirement date shall be the first day of the month coincident with or next following the date the Member retires from the City after attaining normal retirement age.~~

*Note: The City will seek guidance from legal counsel to ensure the language is modified in all applicable sections. The above is just showing the intent of changing the benefit from 25 years to 20 years.*

III. SECTION 8. – DISABILITY

~~10. Allowance of Temporary Relief. Any Member who shall become ill or injured and who shall remain ill for ten (10) days or more, shall receive two (2) percent of his or her monthly Base Pay per day for a period not to exceed one year, unless unable to resume duty and any Member before receiving any such compensation shall first apply thereto and use up any and all available accumulated leave. The Board may, in its discretion, from said fund donate temporary relief in the event of injury or~~

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~~illness and during the continuance of such injury or illness. This Section shall not apply during any period in which said employee is receiving workers' compensation benefits.~~