



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 VOTE NOTICE:

WHEN: 9/12/23 & 9/13/23 (Tuesday & Wednesday)

TIME: 4:00pm - 6:30pm

WHERE: Valor Briefing Room

Negotiations occurred between May and August of 2023 for your new contract, to take effect 10/1/23 and lasting through 9/30/25. Please see a summary of the important changes attached, as well as an official documenting of all proposed changes as noted where you see underlined and ~~stricken through~~ language only. Note that, as presented on 8/31/23 by the City, this is their best, last, and final offer.

A vote of “YES” by you indicates you choose to accept all the terms of the attached as a package offer (like years past in prior contract votes).

A vote of “NO” by you indicates you choose to reject all the terms of the attached package offer, which will likely place the union at an impasse with the City.

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.



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CONTRACT ANALYSIS: TO VOTE “YES” OR “NO”?

August 31, 2023

I have taken the liberty of putting together what I acknowledge up front is a longer summary than many might want to read. So please bear with me.

Numerous members of the agency have expressed concern that the current contract offer from the city is not sufficient. I suppose it's understandable that after the past four years, where everyone here has had nearly 40% in pay raises as a result of PBA negotiations, there will be some who see a 2-year/10% raise as “too low”.

But to be fair, inflation or not, no government jobs get 7% raises every year. The city was bound to bring that back to a more normal number like 5%, sooner or later. Add to that this important fact: **DBPD is now the highest paid agency in the county**, be it for starting pay, sergeant pay, or any level of officer pay based on equivalent years of service. Last summer, when the PBA and the City reached a mid-contract \$3/hour across the board raise to combat a shortage of 40 officers (a shortage that is currently under 20 now), the Mayor and Commission said they wanted to “*ensure DBPD was the best paid department in the county*”.

With that raise last summer, plus all the other negotiated pay raises (7% for 4 consecutive years), this has now occurred. The 3% raise you'd receive in October plus, the 2% next April and the repeat of those in the fall of 2024 and spring of 2025 will continue to keep this department well above any local competitors. **In fact, this will leave only Orlando PD as a higher-paying agency within an hour's drive of here.** Those are facts, and the city HR department has done the comparisons as I have to know these same facts. The city manager is aware, and I suspect the entire commission will be as well, if we are not able to pass an agreement.

I say all this to say, while the raises in this contract may not be AS much as you want, for those that are calling this a bad contract and suggesting we are underpaid, that just doesn't add up. It also fails to take into account the many years under a previous union where there were ZERO pay raises, often for multiple consecutive years.

I also want to point out the other items in this contract that are beneficial to the members.

- FTO's will be moved up to \$2/hour, resulting in \$1,040 more per year for these folks.
- All of CID will see a \$5 weekly clothing allowance increase, resulting in another \$260/year for them.
- And, although it took some heavy back and forth, after 8 years of PBA trying, the city has finally agreed to a phone stipend for all sworn personnel, meaning all patrol officers and non-CID specialized units will see an additional \$539 annually, just as supervisors and detectives currently receive.



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When we began negotiating in May we asked for each of these items, plus several others. We knew going in some were likely to be harder than others, and that no union gets everything it wants in a contract. It's a give and take process, but once again in this case, the union is not "giving up" anything new, while receiving raises and other financial concessions that will become a permanent part of your wages and benefits.

None of this work comes easy and there have been some tense exchanges between the HR director and I over certain parts of all this, including a couple of final items in the offer we received today. I ask you to consider all of it – carefully – and determine whether you believe this is better than the alternative. What's the alternative? Well, it's probably simple.

If the contract is rejected, a lengthy process begins that will end in an impasse hearing before the City Commission. How does that work and look? For starters, ask any DBFD firefighter how it went for them in 2012. They lost on every issue they brought to the commission. The votes were 7-0, as even their "friends" on the commission chose not to reward the fire union for dragging out the process and delaying the contract. Will this current commission choose to go that route? That's not a gamble I would personally take, but that's up to each of you. What I can say is we don't have the friends on this commission that we had in years past. I can also say that the HR director has made a couple of points clear:

- 1) The offer before you for a vote on 9/12 and 9/13 is their "best, last, and final" offer (a legal term meaning they will NOT improve it or make further concessions).
- 2) The city manager is not offering retroactive pay if the contract takes longer to complete than the first pay period in October.
- 3) Because this is a package deal, rejecting it will give the city the ability to make a lesser offer not including all of the above-named items in a final contract agreement.
- 4) Additionally, at an impasse hearing, the City Commission has the ability to implement any or all of what we and the city ask for and based on history, we have reason to believe they will stand firm on the 3/2, 3/2 raise they are giving the rest of the city, but reject all other items we have agreed to, as they don't apply to other units (stipend increases).

To close this out, as a reminder, please consider the following random examples from people with different years of service here (names omitted to protect the innocent!). Each of these 6 individuals represent different tenures (plus one sergeant). The numbers show what the member was paid in base hourly salary as of September 2021, just prior to the second round of 7%/7% taking effect in the 2021-2023 contract. To the right you have what the person's annual base pay would be with the contract in place this October. Then you have their pay after the last 2% is added in April of 2025. (I skipped the spring of 2024 and fall of 2024 raises to keep the page more legible, but that data is available via spreadsheet for each individual if you'd like to see it).

Bear in mind these figures you see here ONLY speak to the 2,080 base hours that all members work. Anyone working built-in overtime, or with 5% stipends, etc, will have salaries higher than what is listed here. These are just to provide an apples-to-apples comparison so you can see the salary progress made.



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The point the city has tried to make is that everyone here, as of September of 2021 will have seen a raise of somewhere near \$19,000 for the newer officers and as much as \$24-25,000 for the most senior ones in less than four full years. These are the type of numbers that will make our argument for better raises this year less impactful were we to go to impasse.

Employee ID#	September 2021 base	October 2023 base	April 2025 base
3308 (sergeant): (hired 11/2006)	\$65,201	\$83,946	\$89,957
3111 (officer) (hired 7/2006)	\$57,501	\$74,845	\$80,204
3732 (detective) (hired 10/2011)	\$50,586	\$66,672	\$71,447
4284 (detective) (hired 9/2015)	\$48,163	\$63,808	\$68,378
4828 (officer) (hired 2/2019)	\$45,870	\$61,098	\$65,473
5523 (officer) (hired 8/2021)	\$41,578	\$56,025	\$60,038

I consider so many of you in this agency my friends. I have proudly fought for you for the last eight years, as Daytona has been a top priority of mine and this union. I can promise you if I thought we could squeeze a better offer out of the city I would tell you that. I can honestly say this is as good as it will get. And to vote it down WILL cost you money in the months ahead. Impasse is a 8-12 month process. Every day that goes by will be less time with the pay raise the city is offering and going to an impasse hearing will very much risk the other financial concessions the city made. If you choose to go to impasse, I will passionately fight for you and do everything I can to protect your raises but I wouldn't be doing my job if I didn't make you aware of the potential and likely downsides contained in this summary.

So for those of you that made it this far, thank you for reading (over 1,400 words, with my apologies). I wanted you to be fully aware of what a yes and no vote would mean at the upcoming contract vote. As always, I am happy to answer any questions you have. **Please email me or text me: mike@cfpba.us, (386) 212-3957.**

Mike Scudiero,
Executive Director

City Proposal – Package – August 31, 2023

- Art. 2 – Recognition – Title references
- Art 9 – Probationary language
- Art 10 – Seniority – Rehire seniority and rate of pay
- Art 12 – Arbitration – no union representation – bond in escrow or deposit to arbitrator
- Art 19 – Promotions – cellphone stipend for Sergeants
- Art 28 – FTO pay to \$2.00
- Art 30 – Wages – 3% Oct; 2% April; 3% Oct; and 2% April – full 2% lump sum if at cap
- Art 31 – Specialty Assignment Pay - add cellphone stipend - \$10.38 wkly – Phase III.
- Art 35 – Limit on opening negotiations – 2025
- Art 36 – Duration – 2 years
- Pension Changes – Reject Union Proposal – Use excess 185 to offset City’s contribution
- All other articles unchanged

Agreement

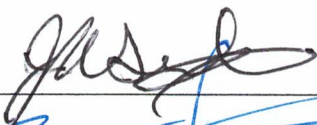
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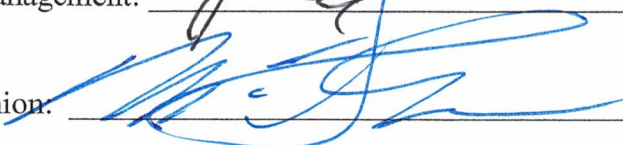
**The City of Daytona Beach,
Volusia County, Florida**

and the

**Coastal Florida PBA
(POLICE SERGEANTS AND OFFICERS)
October 1, 20243– September 30, 2025**

TA'd August 30, 2023 *8/30/23*

Management: 

Union: 

ARTICLE II - RECOGNITION

The City recognizes the Union as the exclusive bargaining agent for all employees in the job classifications included in PERC Certification No. 1847, relates to RC-2015-012 (Order Number: 15E-326, issued November 6, 2015). All other persons specifically excluded by the aforementioned certification shall not be included in the bargaining unit and shall not be covered by the terms of this Agreement. The bargaining unit covered hereunder, therefore, shall be as follows:

INCLUDED: Police Officer, Police Officer -42 Hour, Police Sergeant, and Police Sergeant — 42 Hour.

EXCLUDED: Police Chief, Deputy Police. Chief, Police Captain, Police Lieutenant, Police Lieutenant - 42 Hour, Police Reserve Lieutenant, Police Sergeant Non Bargaining, Police Reserve Sergeant, Police Officer Non Bargaining, Police Reserve Officer I, Animal Control Officer, Assistant Supervisor/Evidence & Probe, Assistant Supervisor/Records, Casual Worker - Police Department, Casual Worker, Code Enforcement Inspector, Code Enforcement Supervisor, Communications Coordinator, Community Standards Compliance Manager, Compstat Analyst, Crime Scene Technician, Evidence Clerk, Executive Assistant, Office Specialist II, Paralegal, Police Budget Analyst, Police Grants Specialist, Police Information Systems Analyst, Police OPS Specialist/PIO, Police Special Events Officer, Police Training Specialist, Prisoner Transport Officer, Records Clerk, Senior Account Clerk, Victims Advocate, Victims Advocate - Grant, Professional Standards Personnel, Support Resources Division Personnel, Training Sergeant, Training Officer, Administrative Sergeant, Civilian (non-sworn) Personnel, Part-Time Personnel, and all other employees of the City of Daytona Beach not listed in the above inclusions.

~~Note: For the purpose of this Agreement, the "Police Chief" shall be substituted for the "Public Safety Director", the "Captain" shall be substituted for "Commander" and the "Human Resources Director" shall be substituted for the "Employee Relations Director" wherever those titles appear.~~

ARTICLE IX - EMPLOYEE DISCIPLINARY PROCEDURES

9.1 The City may, as provided for in other Articles of this Agreement and City, Departmental and Divisional Policy, discipline employees as required. The Grievance and Arbitration Procedure hereunder shall be the exclusive procedure to contest disciplinary action. The City's appeals procedure shall not apply (or be available) to bargaining unit employees hereunder.

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

9.3 Employees shall have the right to request Union representation at all meetings with management in which disciplinary action to the employee may result. Interrogations of employees under investigation for conduct in which disciplinary action may result shall be in accordance with the Florida Law Enforcement Officers Bill of Rights.

9.4 Prior to any suspension or termination, an employee shall be advised of the allegations against him/her and be provided with an opportunity to respond to such allegations to a member of the Command Staff (i.e., lieutenant or above). In any meeting with a member of the Command Staff to respond to such allegations, the employee, if he/she requests, shall be allowed representation. Any findings or recommendations made by said Command Staff member shall be forwarded to the Police Chief before any final decision on the suspension or termination is made.

9.5 There shall be no disciplinary action entered into an employee's personnel file without the employee being made aware of such action. Upon request, the City shall provide the employee with a copy of any notice or report of disciplinary action placed in the employee's personnel file.

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

9.7 No verbal warning (whether confirmed in writing or otherwise) which is over two (2) years old will be used in the determination of further disciplinary action if the employee has received no disciplinary action for the entire two (2) year period.

9.8 No written warning or written reprimand which is over three (3) years old will be used in the determination of further disciplinary action

9.9 Written warnings and written reprimands three (3) years old or less, verbal warnings two (2) years old or less, and any more severe disciplinary action (discharge, suspension, demotion, etc.) may be used without any restriction in determining further disciplinary action.

9.10 The probationary period for new hires (original appointments and rehires) as a sworn Police Officer shall be for a period of eighteen (18) months. All other probationary periods shall be for six (6) months. The probationary period shall be extended for the amount of time necessary to provide active work time equal to a full probationary period when an approved leave, i.e., military leave, FMLA, and/or light duty, for a period of over thirty (30) days, has prevented an employee from actively working the full probationary period.

9.11 During or at the end of the probationary period, any new hire (original appointment or rehires) employee whose performance does not meet the required work standards may be dismissed (or extended) without recourse to the grievance and arbitration procedure in this Agreement or any other appeals procedure. (A dismissed new hire employee may apply for other City positions in accordance with applicable provisions of the Personnel Administration Ordinance.) Upon dismissal of a permanent employee during or at the end of a probationary period in a higher classification (e.g., a promotional probation), the employee shall be returned to the most recent classification which the employee held.

9.12 A new hire (original appointment or rehire) employee who has completed the applicable probationary period and who has not received a written notice of dismissal shall be deemed to have successfully completed his/her probationary period and shall be a permanent employee.

ARTICLE X - SENIORITY AND LAYOFFS

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

10.2 Seniority with regard to classification/rank shall be defined as the length of continuous service in that specific classification within the Police Department calculated from the date of appointment to that classification/rank. The only exception shall be that if an employee served in a higher classification/rank and was subsequently demoted (voluntarily or involuntarily) to a lower classification, seniority with regard to that lower classification/rank shall be calculated from the date of the employee's original appointment to that classification/rank.

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

10.4 Seniority shall accumulate during periods of absence where the employee remains in pay status. Seniority is not terminated when an employee is on an approved leave of absence without pay; provided, however, that seniority shall not accrue during any period in which the employee is not in paid status.

10.5 In the event there should be a need to lay off employees in the bargaining unit, such layoff shall be governed by the following:

- A. The City shall establish a Retention Register for each bargaining unit classification (e.g., full-time police officer and police sergeant) affected by the layoff. All employees occupying positions in the affected classification shall be placed on the applicable Retention Register according to the number of consecutive years of service with the City and according to current efficiency ratings. One point for retention shall be allowed for each consecutive year of recognized seniority in the competitive service of the City and points for grades on current efficiency (performance evaluation) ratings shall be added as follows: For police officers and police sergeants – “satisfactory” one (1) point; “unsatisfactory” zero (0) points. As each position is abolished, the employee lowest on the Retention Register for the classification in which that position falls shall be removed from employment in that classification.
- B. The employee who is removed from employment in a classification as provided in subparagraph A above shall be demoted to the next lowest classification in the Department. An employee demoted to a lower classification shall be placed

on the Retention Register for that classification according to his/her total years of consecutive City service and current efficiency (performance evaluation) ratings as set forth in subparagraph A above. An employee being so demoted shall displace the employee whose total consecutive years of City service and current efficiency (performance evaluation) rating is lower than that of the employee being demoted. If there is no lower classification to which the employee can be demoted, the employee shall be laid off from the classification he/she currently occupies, and shall be placed on the Retention Register in such classification according to his/her total years of consecutive City service and current efficiency (performance evaluation) ratings.

- C. Two (2) weeks advanced notice will be given to any employee in the event of layoff. The Union will be provided copies of notices of layoff of bargaining unit employees.
- D. All other details concerning lay-off procedures shall be governed by existing City and Departmental Rules and Regulations.

10.6 Bargaining unit employees laid off in accordance with this Article shall be subject to recall as follows:

- A. Bargaining unit employee laid off in accordance with this Article shall be granted first consideration for a vacancy in a Departmental classification for which they are qualified. The order of recall shall be according to total consecutive years of City service and efficiency (performance evaluation) ratings earned in the classification occupied immediately prior to the layoff (i.e., standing on the applicable Retention Register).
- B. In the event of recall from layoff, the City shall notify the recalled employee by telephone and by certified mail or hand-delivery to the last address in the employee's personnel record. Any employee who fails to notify the City of his/her intention to return to work within fourteen (14) days of initial attempted delivery by certified mail or hand-delivery to his/her last recorded address shall forfeit his/her seniority and recall rights.
- C. A laid-off employee shall retain recall rights for two (2) years from the date of his/her layoff.
- D. Additional details concerning recall shall be governed by existing City and Departmental Rules and Regulations.

ARTICLE XII - GRIEVANCE AND ARBITRATION PROCEDURE

12.1 Bargaining unit employees will follow all written and verbal orders given by superiors even if such orders are alleged to be in conflict with the Agreement. Compliance with such orders will not prejudice the right to file a grievance within the time limits contained herein, nor shall compliance affect the ultimate resolution of the Grievance.

12.2 A "grievance" is a claimed violation of this Agreement, including but not limited to the claim that a discharge or other disciplinary action violated a specific provision of this Agreement. No grievance will or need be entertained or processed unless presented in the manner described herein, and unless filed in a manner provided herein within the time limit prescribed herein. A grievance may be filed by a bargaining unit employee or by the Union. In either case, the procedure to be followed will be the same. The grievant (whether it be the Union or an individual employee) and management may agree to waive Step 1 in any grievance. Grievances which are filed by the Union on behalf of the Union itself or the entire bargaining unit shall be filed with the Department Head or his designee at Step 2, within the time period prescribed in Step 1.

12.3 Grievances will be processed in the following manner and strictly in accordance with the following stated time limits.

STEP 1: An aggrieved employee or the Union shall present in writing the grievance to the aggrieved employee's Police Captain or his designee within ten (10) calendar days of the occurrence of the event(s) which gave rise to the grievance on the prescribed grievance forms which shall be standard forms used throughout the grievance procedure. Upon receipt of the grievance, the Captain or his designee shall forward a copy of the grievance to the Department Head. The grievance shall be signed by the employee and shall state: (a) The date of the alleged events which gave rise to the grievance; (b) the specific Article or Articles and paragraphs of this Agreement allegedly violated; (c) statement of fact pertaining to or giving rise to the alleged grievance; and (d) the specific relief requested. The Captain or his designee shall, within ten (10) calendar days after presentation of the grievance, render his decision on the grievance in writing with copies to the grievant (if an individual employee), the Union, the Department Head, and the Human Resources Director.

STEP 2: Any grievance which cannot be satisfactorily settled with the Police Captain or his designee shall then be taken up with the Department Head or his designee. The grievance as specified in writing in Step 1 above, shall be filed with the Department Head or his designee within ten (10) calendar days after the due date for the Captain's response in Step 1 above. The Department Head and/or his designee shall meet with the grievant (whether it be an individual employee or the Union), the Union Steward, and the Union Representative (non-employee) and shall, within ten (10) calendar days after such meeting,

render his decision on the grievance in writing, with copies to the Grievant (if an individual employee), the Union, and the Human Resources Director.

STEP 3: Any grievance which cannot be satisfactorily settled in Step 2 above shall then be taken up with the City Manager or his designee. The grievance as specified in writing in Step 1 above shall be filed with the City Manager within ten (10) calendar days after the due date for the Department Head's Response in Step 2 above. The City Manager or his designee shall issue his decision in writing on the grievance (with copies to the Grievant, the Union, the Department Head, and the Human Resources Director) within ten (10) calendar days after presentation of the grievance at this step. If the City Manager or his designee deems appropriate, he may meet with the grievant, the Union Steward, and the Union Representative (non-employee) prior to issuing his decision.

12.4 If the grievant (whether it be the Union or an individual employee) is not satisfied with the City Manager's decision in Step 3 above, the grievant may request arbitration by hand delivery or by facsimile (with simultaneous mailing by regular mail) or by certified or registered mail of a written notice to the City Manager within ten (10) calendar days of receipt of the City Manager's written decision. Said written notice of arbitration shall include a written statement of the position of the Union (or the individual employee) with respect to the issues upon which arbitration is being sought. Under no circumstances shall the issues to be arbitrated be expanded from the issues set forth in the original grievance filed at Step 1 of the grievance procedure.

12.5 Within ten (10) calendar days from receipt of such notice of arbitration, the parties (or either party) shall request a list of nine (9) qualified arbitrators from the Federal Mediation and Conciliation Service. The Union and the City will alternately eliminate one at a time from said list of names, persons not acceptable, until only one (1) remains and this person will be the arbitrator. The City and the Union will alternate in the right to first strike names in successive arbitrations with the strike of the first arbitration panel to be determined by the toss of a coin.

12.6 As promptly as possible after the arbitrator has been selected, he/she shall conduct a hearing between the parties and consider the grievance. The decision of the arbitrator will be served upon the individual employee or employees involved, the City and the Union in writing. It shall be the obligation of the arbitrator to make his best effort to rule within thirty (30) calendar days after the hearing. The expenses of the arbitration, including the fee and expenses of the arbitrator, shall be equally divided between the parties. Any party desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share the cost. Each party shall be exclusively responsible for the compensation and expenses of its own witnesses and of its own representatives for purposes of the arbitration hearing.

12.7 The arbitrator will confine his consideration and determination to the written grievance presented in Step 1 of the grievance procedure. The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any

part thereof or amendment thereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Agreement; nor shall this Collective Bargaining Agreement be construed by the arbitrator to supersede applicable state and federal laws.

12.8 The arbitrator may not issue declaratory opinions and shall confine himself exclusively to the grievance which is presented to him, which grievance must be actual and existing. With respect to non-disciplinary action grievances, the party filing the grievance and requesting arbitration shall have the burden of proving that the action taken by the non-grieving party violated a specific provision of this Agreement. With respect to disciplinary action grievances, the City shall have the burden of proving that the disciplinary action taken was for cause. The arbitrator's decision shall be final and binding; provided, however, that either party shall be entitled to seek review of the arbitrator's decision in the Circuit Court. The standard of review of the arbitrator's decision on a non-disciplinary action grievance shall be whether the record evidence establishes that the grieving party proved that the action taken by the non-grieving party violated a specific provision of this Agreement. The standard of review of the arbitrator's decision on a disciplinary action grievance shall be whether the record evidence establishes that the City proved that the disciplinary action taken was for cause.

12.9 No decision of any arbitrator or of the City in any one case shall create a basis for retroactive adjustment in any other cases. All claims for back wages shall be reduced by any unemployment compensation and/or interim earnings that the grievant may or might have received during the period involved.

12.10 The resolution of any grievance by the arbitrator or by the parties resulting in retroactive adjustment, including back wages, shall be limited to a thirty (30) day period prior to the date of the filing of a grievance at Step 1.

12.11 It is agreed with respect to this grievance and arbitration procedure that:

- A. It is the intent of the parties that a grievance must be raised at the earliest possible time. Any grievance in order to be entertained and processed must be submitted in a timely manner by the grievant (whether the grievant be the Union or an individual employee).
- B. Grievances not submitted by the grievant in a timely manner shall be conclusively barred on the merits following the expiration of the prescribed time limit. Such a time barred grievance need not be entertained or processed, and only facts disputed as to timing will be the subject of any arbitration resulting from the matter. A grievance which is for any reason not the subject of a timely response by the City or by the Department shall require the grievant to proceed to the next step.

- C. Recognizing that it is in their mutual interests to resolve grievances, including those that proceed to arbitration, as expeditiously as possible but that certain delays result from factors beyond the control of the Union and/or the City (e.g., unavailability of one of the parties for legitimate reasons, schedule of the arbitrator, etc.). The parties agree to make a good faith effort to facilitate resolution of grievances (including those that proceed to arbitration) within one (1) year of filing.

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

12.13 To the extent required by law, non dues-paying bargaining unit employees may avail themselves of all of the procedures under this Article. To the extent permitted by law, the Union shall have no obligation to represent any non dues-paying bargaining unit employee or pay any legal or arbitration fees and/or costs on behalf of any non dues-paying bargaining unit employee who exercises his/her rights under this Article. If a non-member of the Union requests assistance from the Union and the Union agrees to provide such assistance, the non-member shall be responsible for all costs, including, but not limited to, arbitration fees, witness fees and costs, and all other reasonable charges incurred by the Union in said representation. Individuals proceeding to arbitration without Union representation shall be required to post a bond in escrow with the City in an amount calculated to cover the cost of arbitration. In no event will the amount be less than \$10,000. This provision will be satisfied upon the payment of a deposit directly to the arbitrator at an amount determined by the arbitrator.

12.14 The Grievance and Arbitration procedure set forth herein shall be the sole and exclusive procedure available to bargaining unit employees to contest any alleged violation of this Agreement, including, but not limited to, any claim involving a discharge or other disciplinary action. The parties hereby agree that the City appeals procedures shall not be applicable or available to the employees covered by this Agreement.

ARTICLE 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 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. Additionally, employees promoted to the rank of Sergeant shall be eligible to receive a cellphone stipend in the amount of \$10.38 per week. If the City issues the employee a phone, then the employee will not receive a stipend.

ARTICLE XXVIII - FIELD TRAINING OFFICERS

The following provisions shall become effective the first payroll period after approval and execution of this Agreement by the parties:

28.1 Effective the first full payroll period after the ratification of this agreement, employees covered hereunder shall receive additional compensation in the amount of ~~One Dollar and 50 cents (\$1.50)~~ two dollars (\$2.00) per hour for periods of duty time during which they are assigned and work as Field Training Officers (FTO's); provided, however, that a minimum of twelve (12) employees shall be assigned and work as Field Training Officers on a regular basis (i.e., they shall receive the ~~One Dollar and 50 cents (\$1.50)~~ two dollars (\$2.00) per hour premium for all hours worked). The Department, in its discretion, may appoint up to six (6) additional employees to be assigned and work as Field Training Officers on a regular basis. Any such additional regular Field Training Officers so appointed shall also receive the ~~One Dollar and 50 cents (\$1.50)~~ two dollars (\$2.00) per hour premium for all hours worked.

28.2 Employees appointed to work as Field Training Officers on a regular basis (i.e., regular Field Training Officers) under 28.1 above shall be required to perform all duties relating to the training (and retraining) of probationary police officers and such other training and related duties as the Department may require.

28.3 In addition to the employees appointed to be regular Field Training Officers (i.e., 12 to 18 employees), the Department may appoint additional employees to be assigned and work as Field Training Officers on a temporary basis. Such temporary Field Training Officers shall receive the aforesaid ~~One Dollar and 50 cents (\$1.50)~~ two dollars (\$2.00) per hour premium pay only for periods of time during which they actually are assigned and work as Field Training Officers. The duration of such temporary assignments shall be within the Department's exclusive discretion.

28.4 To serve as a Field Training Officer (FTO), an employee must have successfully completed a written examination and oral board and must meet the following minimum requirements:

1. Three (3) years minimum service with the Department. This requirement may be waived by the Chief of Police.
2. Completion of an FDLE-approved FTO course.
3. No disciplinary history involving the use of force, insubordination, dishonesty, or untruthfulness.

28.5 Candidates for FTO assignments (regular and temporary) shall be screened by a board comprised of a Lieutenant, the Training Sergeant, and a Patrol Sergeant. The board shall recommend employees to fill FTO assignments to the Police Chief, who shall make the final selection(s) and appointment(s). (The Chief's appointments shall be from those employees who

meet the minimum qualifications and/or are otherwise deemed qualified by the aforesaid screening board.)

28.6 All regular FTO appointments shall be for one year and shall be made at the time of the patrol shift selection process. Upon the recommendation of the screening board, the Police Chief, at his discretion, may extend the appointment of any regular FTO for an additional year (or, thereafter, for additional years). Regular FTO's may be removed from their FTO assignments prior to the expiration of their one-year assignment period if they receive formal disciplinary action (written warning/reprimand or more severe disciplinary action) or they do not effectively fulfill the requirements of the assignment. Upon removal from his/her FTO assignment, an employee's premium pay shall cease. Should an FTO wish to appeal his/her removal prior to the expiration of his/her one (1) year assignment, his/her only recourse shall be as follows:

1. He/she shall file a letter of appeal with the screening board within seven (7) days of notification of removal. The screening board, if it deems appropriate, may meet with the appellant to review his/her position.
2. The screening board shall issue its recommendation to the Police Chief, who shall decide whether the removal will be upheld or whether the appellant will be permitted to complete his/her one year FTO assignment.
3. Upon receipt of an adverse decision of the Police Chief, the appellant shall have ten (10) days within which to request arbitration under Article XII of this Agreement; provided that notwithstanding any provision of Article XII, the appellant shall have the burden of proving that his/her removal from his/her FTO assignment prior to the expiration of his/her one year assignment period was arbitrary and capricious.

ARTICLE XXX - WAGES

30.1 The minimum and maximums of pay ranges for Fiscal Year ~~2021-2022~~ 2023-2024 and Fiscal Year ~~2022-2023~~ 2024-2025 shall be:

<u>Classification</u>	<u>Minimum</u>	<u>Maximum</u>
Police Officer	\$42,825.42 <u>52,053.52</u>	\$70,406.89 <u>81,314.70</u>
FY 2022-2023 <u>2024-2025</u>	\$44,110.19 <u>53,615.12</u>	\$72,519.09 <u>83,754.14</u>
Police Sergeant	\$53,972.66 <u>63,879.57</u>	\$84,268.87 <u>96,020.88</u>
FY 2022-2023 <u>2024-2025</u>	\$55,591.84 <u>65,795.95</u>	\$86,796.94 <u>98,901.50</u>

30.2 There shall be a wage increase for ~~2021-2022~~ 2023-2024 and Fiscal Year ~~2022-2023~~ 2024-2025 as follows:

- October ~~31, 20213~~ – 3% across the board. The minimum and maximum of each range shall increase 3% as shown above.
- April ~~37, 20224~~ – 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 ~~26, 20224~~ – 3% across the board. The minimum and maximum of each range shall increase 3% as shown above.
- April ~~26, 20235~~ – 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 ~~20235~~ – ~~20246~~ (and thereafter) shall be established through negotiations and, if necessary, the impasse resolution procedures under the Florida Public Employees Relations Act.

ARTICLE XXXI - SPECIAL ASSIGNMENT PAY

31.1 Canine Officers — Employees assigned to the Canine Unit shall receive a five percent (5%) increase in their base hourly rate for the period of time during which they are assigned to the Canine Unit.

31.2 Deputy Shift Commanders - Employees assigned as Deputy Shift Commanders shall receive a five percent (5%) increase in their base hourly rate of pay for the period of their assignments.

31.3 CID and NIU - Employees assigned to the Criminal Investigation Unit and Narcotics Investigation Unit shall receive a 5% increase to their base hourly rate for the period of time during which they are assigned to CID. In addition, such employees shall receive a clothing maintenance allowance in the amount of \$2530.00 per week for the period of time during which they are assigned to their positions.

31.4 Motorcycle Officers - Employees assigned as Motorcycle Officers in the Traffic Unit shall receive a 5% increase to their base hourly for the period of time during which they are assigned to such positions.

31.5 Patrol officers assigned to the “clandestine lab response team” will be eligible to receive \$20.00 per week for weeks they are assigned to the team. This assignment pay is limited to twelve (12) police officers (including the two police officers assigned to the DEA).

31.6 Patrol officers assigned to the “Crime Suppression Team (CST)”, assigned as a Training Officer, or as the Code Enforcement liaison Officer will be eligible to receive \$20.00 per week for weeks they are assigned. This assignment pay is limited to twelve (12) police officers for CST, four (4) police officers for Training, and one (1) police officer to Code Enforcement.

31.7 Effective October 1, 2017, Patrol officers assigned as a School Resource Officer (SRO) shall receive a 5% increase to their base hourly rate for the period of time during which they are assigned as a SRO.

31.8 Police Officers assigned to specialty units described above and assigned to patrol shall be eligible to receive a cellphone stipend in the amount of \$10.38 per week. New hire Police Officers shall be eligible to receive the same cellphone stipend upon being assigned to Phase III of the probationary process. If at any time the City issues the Police Officer a cellphone, then the weekly cellphone stipend will cease.

31.89 It is agreed and understood that the assignments set forth in paragraphs 31.1, 31.2, 31.3, 31.4, 31.5, 31.6, and 31.7 above are neither classifications nor permanent positions, and, therefore, the granting or denial of any such assignment to an employee (or the removal of an employee from such assignment) shall be within the Department’s sole and exclusive discretion.

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, 20235.

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, 2023~~5~~. Any future wage increases shall be based solely on negotiations between the parties and implementation of a new collective bargaining agreement for FY~~2023-2024~~ 2025-2026 (and subsequent fiscal years), and, where required, the statutory impasse resolution process.

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

CITY OF DAYTONA BEACH

COASTAL FLORIDA PBA

By: _____
Derrick L. Henry, Mayor

By: _____
Mike Scudiero
Coastal Florida PBA Business Agent

Attest:

Attest:

Letitia LaMagna, City Clerk

Coastal Florida PBA Representative

Date:

Date:

CITY PACKAGE PROPOSAL – August 30, 2023
PENSION REVISION

Coastal Florida PBA Contract – October 1, 2023 – September 30, 2025

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

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