

City Proposal – Package – August 17, 2017 (2 year contract)
AFTER CAUCUS PROPOSAL

Summary:

Article 26 – Leave – Personal Leave Cash-in – 40, 60, or 80

Article 27 – Wages – FY 2017-2018 – 2% Oct and 2% April (min increases in October)

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

Article 28 – Specialty Pay – Stipend removal – 5% Support Services Administration Division

Article 29 – Limitations of opening negotiations

Article 30 – Duration of Agreement

Agreement

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

and the

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

OCTOBER 1, 2016~~7~~ THROUGH SEPTEMBER 30, 2017~~9~~

TA [Signature]
Management
08/17/17
[Signature]
Union

ARTICLE XXVI - PERSONAL LEAVE

26.1 Personal Leave - Personal leave days are those days where a full-time employee may be absent from the job and still receive his/her regular wage. Personal leave days are earned at a monthly rate based upon the employee's length of service and used at a yearly rate based on the employee's length of service.

26.2 Personal Leave Payoff Upon Separation - Any regular full-time employee leaving the municipal service in good standing after giving two weeks advance notice of termination shall be compensated as follows:

- 5 years of service or less – 50% of accrued leave up to the maximum annual carryover
- More than 5 years of service – 100% of accrued leave up to the maximum annual carryover

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

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

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

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

Personal Leave Use

<u>Length of Service</u>	<u>Full-Time Work Period Employee</u>
	<u>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>
Full-time	960 hours

26.5 Holiday, Birthday, Employee Appreciation Leave - Employees must exhaust all accrued holiday, birthday and employee appreciation leave prior to the end of the fiscal year when earned, or will lose it. (Exception: any holiday, birthday, and/or employee appreciation leave accrued in September of each year will be rolled over to the new fiscal year and must be utilized first for any requested leave time. Additionally, such carried over leave must be used by December 31 or forfeited). Under no circumstances will accrued holiday, birthday or employee appreciation leave be carried over to the next fiscal year, unless prior written authorization is granted by the City Manager or designee.

ARTICLE XXVII - WAGES

27.1 The minimums and maximums of pay ranges for Fiscal Year 20167-20178 and FY2018-2019 shall be:

<u>Classification</u>	<u>Minimum</u>	<u>Maximum</u>
Police Lieutenant	\$56,100.12 <u>\$57,222.12</u>	\$92,900.16
<u>FY2018-2019</u>	<u>\$58,366.56</u>	<u>\$92,900.16</u>

27.2 There shall be a ~~5%~~ wage increase for Fiscal Year 20167-20178 and Fiscal Year 2018-2019 effective ~~October 2, 2016~~ as follows:

- October 1, 2017 – 2% across the board. The minimum of each range shall increase 2% as shown above. The maximum will not increase. Employees at the maximum will not receive a lump sum payment.
- April 1, 2018 – 2% increase for all active employees. The minimum and maximum of each range will not increase. Employees at the maximum range will not receive a lump sum payment.
- October 7, 2018 – 2% across the board. The minimum of each range shall increase 2% as shown above. The maximum will not increase. Employees at the maximum will not receive a lump sum payment.
- April 7, 2019 – 2% increase for all active employees. Minimum and maximum of each range will not increase. Employees at the maximum range will not receive a lump sum payment.

27.3 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.

ARTICLE XXVIII - SPECIAL ASSIGNMENT PAY

28.1 Employees assigned to positions (e.g., CID) currently entitled to a clothing maintenance allowance shall receive \$25.00 per week (clothing maintenance allowance) for the period of time during which they are assigned to such positions.

28.2 It is agreed and understood that Lieutenant assignments are neither classifications nor permanent positions, and, therefore, the granting or denial of any such assignment to an employee (or the removal of an employee from such assignment) shall be within the Department's sole and exclusive discretion.

28.3 The Lieutenant assigned to the SWAT Team ~~or as a School Resource Officer (SRO)~~ shall receive an additional \$17.50 per week for the week(s) in which they are so assigned. Note: Only one Lieutenant shall receive the SWAT stipend ~~and only one Lieutenant shall receive the SRO stipend~~ per week.

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

ARTICLE XXIX - LIMITATION ON OPENING NEGOTIATIONS

29.1 This Agreement contains the entire agreement of the parties on all matters relative to wages, hours, working conditions and all other matters, which have been, or could have been negotiated by and between the parties prior to the execution of this Agreement. Neither party shall be permitted to reopen or renegotiate this Agreement, or any part of this Agreement, for the period from its effective date through and including September 30, 2017~~9~~.

ARTICLE XXX - DURATION OF AGREEMENT

This Agreement shall be effective upon approval and execution of the parties and shall remain in full force and effect until and including September 30, 2017~~9~~. Any future wage increases shall be based solely on negotiations between the parties and implementation of a new collective bargaining agreement for FY 2017~~9~~/2018~~20~~ (and subsequent fiscal years), and, where required, the statutory impasse resolution process.

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

CITY OF DAYTONA BEACH

Florida State Lodge Fraternal Order of Police

By: _____
Derrick L. Henry, Mayor

By: _____
Ted Butler
FOP Staff Representative

Attest:

Attest:

FOP Union Representative

Date:

Date:

August 15, 2017 Proposal (AFTER CAUCUS)


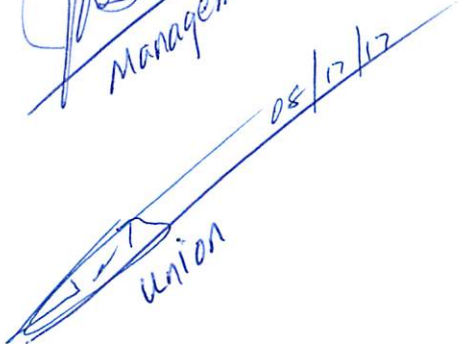
**CITY PACKAGE PROPOSAL
PENSION REVISION**

Florida State Lodge Fraternal Order of Police, Inc. – October 1, 2017 – September 30, 2019

For Fiscal Year 2017-2018, 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 by Ordinance No. 16-93 adopted and implemented by the City Commission, except as modified below:

- A. The parties mutually agree to use all IPTR previously accumulated and prospectively received prior to September 1, 2019 to offset the City's annual contribution in accordance with Chapter 185 legislation.

- B. The parties mutually agree to amend Section 1, Definitions, by amending the definition of Accumulated Contributions. *Accumulated Contributions* means a Member's own contributions under Section 5, with interest at the rate of six percent (6%) per annum beginning October 1, 1997 through October 1, 2017 and one percent (1%) per annum thereafter. Interest accrues only during periods when a Member is not receiving benefits. For those Members who purchase Credited Service, the entire amount paid shall be included in Accumulated Contributions.

TA 
Management

Union 08/17/17