

Article 1

RECOGNITION

- 1.1 The City of Orlando ("City") hereby recognizes the status of Orlando Lodge #25, Fraternal Order of Police, Inc. ("Union"), by virtue of its certification by the Florida Public Employees Relations Commission in Case No. RC-93-002, as amended, as the exclusive representative for the purpose of collective bargaining with respect to wages, hours and terms and conditions of employment for all sworn employees in the City of Orlando Police Department (OPD) with the exception of exclusions in 1.2.
- 1.2 The bargaining unit excludes the Chief of Police, Deputy Chiefs, Captains, Lieutenants, Assistant to the Mayor, as well as the following positions:
- Two (2) Sergeants assigned to the Training Section.
- Aide to the Patrol Operations Bureau Commander.
- Police Information Officer assigned to the Chief of Police.
- No more than ten (10) sworn exempt staff assistants, regardless of rank, assigned to the administration of the Professional Standards Division.
- Non-Civil Service employees assigned to the Police Department.

Article 2

RESERVATION OF RIGHTS FOR CITY

- 2.1 Except as specifically abridged by any provision of this Agreement, the City, in order to accomplish its objectives, may exercise all previous rights, prominent among which, but by no means wholly inclusive, are: retention and reservation of all its normal and inherent rights of its affairs in all respects, in accordance with its responsibilities, whether exercised or not, including, but not limited to its rights to determine and from time to time to re-determine the number, location and type of work forces, facilities, operations and methods, processes and equipment to be employed; the scope of services to be performed, the method of service and the schedule of work time; to contract and subcontract existing and future work, to discontinue conduct of its mission or operations in whole or in part, to determine whether and to what extent the work required in its operations shall be performed by employees covered by any existing bargaining agreement; to transfer its work from or to either in whole or in part, any of its work forces or facilities and locations; to determine the number, types and grades of positions or employees assigned to an organization or unit, department or project, to establish and change work schedules, assignments and facility locations; to hire, transfer, promote or demote employees; to lay off, terminate, or otherwise relieve employees from duty for lack of work or other legitimate reasons; to suspend, discharge, or discipline employees for proper cause; to use supervisors or other City employees to perform work of the kind performed by employees of the unit, to implement technological systems; equipment and techniques and otherwise to take such measures as management may determine to be necessary for the orderly, efficient and economical operation of the Police Department.
- 2.2 However, the exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters allegedly violate the terms and conditions of this Agreement.

Article 3

SERVICES TO THE UNION

- 3.1 The City shall furnish the Union office a copy of all current or subsequently amended written rules or regulations pertaining to employer-employee relations: Police Department Rules and Regulations, Civil Service Rules, City and Police Department Policy and Procedures and Amendments, Police Pension Actuarial Report, Board Agendas and Minutes, Civil Service Board, and Citizen Review Board Agendas and Minutes, Police Department Supervisors' Duty Manual, Special Orders and similar material distributed to members of the bargaining unit.
- 3.2 Union representatives shall be allowed to communicate official Union business to members in non-work areas.
- 3.3 The City shall provide the Union a copy of a classification position control roster, which includes names, steps and grades, and present addresses of bargaining unit members, upon written request of the Union.
- 3.4 The Union shall hold a contract orientation meeting at each scheduled recruit class during the OPD orientation, at a time mutually agreed upon, with the Chief of Police or the Chief of Police's designee. These meetings may be conducted at the Union's offices.
- 3.5 Upon request, work schedules (for every unit that has one), employee rosters, Department e-mail addresses and assignment changes will be forwarded to the Union, in electronic format if available.
- 3.6 The City shall contribute \$5,000 to the Union's Pool Time Account for the purpose of allowing unit members to attend negotiations 120 days prior to the expiration date of this Agreement.
- 3.7 FOP President shall be assigned to a Dayshift assignment.

Article 4

EMPLOYEE RIGHTS

- 4.1 Employees shall have the right to join, or refuse to join, the Union without interference or intimidation/coercion by either the City or the Police Union. Further, all employees shall enjoy all rights and privileges as outlined in this Agreement.
- 4.2 Employees who do not join the Union may enjoy the rights and privileges of this Agreement, with the understanding that the Union provide to non-members reasonable notice of voting that affects the bargaining unit and information affecting their employment. The Union, however, is not obligated (except as may be set forth in State Law) to assist and may assist any non-member in obtaining any right or privilege sought to be enforced hereunder.

ARTICLE 5

EMPLOYEE DISCIPLINARY PROCEDURES

- 5.1 The procedure for discipline and discharge shall be in accordance with the Policies and Procedures of the Department as issued by the Chief of Police (or designee), or as contained in this Agreement, or Florida Statute Chapter 112, et. Seq.
- 5.2 Complaints, Initial Notice of Inquiry INOI against employees will be accompanied by a sworn written statement indicating the allegations are true to the best of the complaining party's knowledge. However, it is agreed that no sworn written statement is required when the complaining or initiating party is a member of the judiciary, OPD, or from any governmental agency/officer or when, under law, the case must be forwarded to the Criminal Justice Standards and Training Commission.

All oral testimony given in an interview conducted by the Internal Affairs Section investigators shall be sworn testimony.

- A. Employees shall be allowed five (5) business days, excluding contractual holidays, to review the completed inquiry INOI and provide a written response to the investigation prior to any initial recommendation from the employee's supervisor(s). Additional time for response, not to exceed five (5) additional business days, will be granted by the Department's Labor Advisor. Employees who provide a written response are to comment only upon the facts or lack of facts contained in the investigation.
- 5.3 A. An employee may request at any time up to and during the five (5) day review period, a meeting to discuss the resolution of the charges filed against that employee. The meeting will be attended by the employee, and if he requests, the employee shall be represented by a union representative and/or counsel, the internal affairs investigator assigned to the investigation concerning the employee, the Deputy Chief through whom the employee's chain of command runs, and any other person deemed necessary by the Deputy Chief.
- B. The purpose of the meeting will be to discuss potential discipline and to determine if a consensus can be reached on the appropriate discipline, if any.
- C. If the parties reach a consensus, that consensus will be reduced to writing by the Deputy Chief and forwarded to the Chief of Police for his approval. If the Chief

approves the agreement, the consensus reached shall be implemented and the investigation and grievance process considered complete. If the Chief does not approve the agreement, the matter will progress as if no meeting had been held.

- D. Nothing discussed at any meeting so held shall be binding upon any party until a final report is approved by the Chief and nothing discussed at the meeting shall be used against the employee if a consensus is not implemented.
- E. The Union will not be held to the discipline accepted in any case resolved in such a meeting in any future cases. The Union shall be notified in writing of the final resolution in all such cases handled in this manner.

5.4 No permanent Police Officer shall be disciplined or discharged without proper cause, nor in violation of Florida Statute Chapter 112, et. seq. Discharge of probationary police officers shall not be subject to the grievance/arbitration procedure until after successful completion of the probationary period, when they attain the rank of Permanent Police Officer. Probationary employees who are terminated during this period shall have a right to have a Union representative present during the termination meeting and a termination meeting must be held in accordance with this article. The Union shall be notified at least one (1) business day prior to imposition of discipline when the recommended discipline is termination or prior to the termination of a probationary employee for non-disciplinary reasons. Prior to any such termination meeting, the officer shall be relieved of duty and departmental weapons will be obtained. Termination meetings shall be held prior to 1100 hours on a business day to allow for completion of the checkout process during the same day. Nothing in this article shall be construed as affording probationary employees a property interest in their employment.

5.5 The charge "standards of conduct" must contain the specific details of the charged conduct. No employee will be disciplined for damages to equipment or vehicles occurring during authorized training except for damage caused by careless, negligent or intentional conduct.

5.6 Whenever an employee is under an investigation and subject to interrogation by the Police Department for any reason that could lead to disciplinary action, demotion or dismissal, such investigation or interrogation shall be conducted in compliance with Florida Statute Chapter 112, et. seq. and under the following conditions:

- A. The interrogation shall be conducted at a reasonable hour, preferably at a time

when the employee is on duty, unless the seriousness of the investigation is of such a degree that immediate action is required.

- B. The employee will be informed of the charges against him when notified of a pending investigation/interview and/or upon relief from duty, unless, in the Department's opinion, such information would compromise the investigation, and the employee shall be so informed.

At the time of interview, the employee under investigation must be informed of the charges against him, the names of all known complaining parties, the name and rank of the officer in charge of the investigation, and all persons present during the interview/interrogation prior to giving a statement to the investigator. Officers waiting to be interviewed will not be required to wait in the same location as the civilian witnesses. The Union representative or counsel will be provided a location not being actively monitored to meet with the employee under investigation and review the complaint and statements made available.

- C. The employee under investigation will be allowed to read the INOI before the interrogation begins, must be informed of the person or persons in charge of the investigation, and who will be conducting the questioning; however, no more than one person shall ask questions at any time. Prior to the beginning of the interview, the officer who is the subject of the complaint and the officer's representative may review the complaint and statements to the extent required by Florida Statute.
- D. The length of questioning periods must be reasonable, with rest periods being called periodically for personal necessities, meals, and telephone calls. All questioning will normally be conducted in the Orlando Police Headquarters Building.

The formal interrogation/interview of an employee, or any issuance of orders in disciplinary matters shall be recorded, and there shall be no unrecorded questions or statements. The employee or the employee's representative shall be allowed to record these sessions.

- E. The employee will not be threatened with transfer or any disciplinary action as a means of obtaining information. The employee cannot be subjected to abusive language or promise of reward as inducement for answering questions.
- F. If at any time during the course of an internal investigation, the employee under

investigation is suspected of committing a criminal offense, for which charges may result, the employee shall be advised of the employee's constitutional rights, prior to commencement of any interrogation concerning criminal charges.

- G. Upon request the employee shall have the right to be represented by counsel or any other representative of the employee's choice, who shall be present during any interrogation and with whom the employee may be granted reasonable periods of private consultation. For the purpose of initial training, two (2) Union representatives will be permitted to be present during an interrogation. Where such counsel or representative is not immediately available, the interrogation shall not be postponed for more than seventy-two (72) hours, excluding contractual holidays, provided, however, those cases involving allegations of illegal drug use shall not be subject to postponement. During the interview, counsel or representatives may not advise the employee on how to answer questions. The counsel or representative may discuss the incident or the interview with the employee during breaks. Moreover, at the end of the interview, the employee and the employee's counsel or representative will be allowed to meet privately for a reasonable period. Thereafter, the employee will be allowed to make any final comments regarding the subject of the inquiry. Any such comments will be tape-recorded and if the comments raise additional questions in the mind of the investigator, the investigator may ask follow-up questions. Representatives may ask questions of the officer at the conclusion of the interview. Total time for this additional questioning shall not exceed fifteen (15) minutes.
- H. A Breathalyzer test may be administered to any employee who is reasonably suspected of being intoxicated while in an on-duty status. If a traffic related offense is committed in an on-duty status or involving the operation of a City owned vehicle, an employee may be ordered to submit to any test designed to determine intoxication or the presence of alcohol or controlled substance in the body. Furthermore, an employee may be subjected to a polygraph examination designed to determine truthfulness, but only with the employee's consent. Since employees have the right to refuse to submit to a polygraph test, no reference will be made in any document/proceeding concerning the employees' refusal. Polygraph information shall not be used for disciplinary purposes without corroborating evidence. Only relevant questions to the issue at hand will be asked. Reports of

such tests and/or examinations will be made a part of the investigative files.

- I. During internal investigations or interrogations, questions must be limited to the circumstances surrounding the employee's alleged violation, and information relating directly to the violation at hand. In instances of alleged criminal acts and with respect to investigation of charges involving a series of alleged misconduct, such as harassment, questions may also be asked relating to other violations of the same category. Employees will be required to answer truthfully all case-related questions asked of them.
- 5.7 The City may establish a Citizen's Police Review Board as provided for in Chapter 48 of the Code of the City of Orlando provided, however, no such Board shall have the authority to impose or modify disciplinary actions against employees.
- 5.8 Prior to the final resolution of the disciplinary matter (through Step 2 of the Grievance procedure), no public statements will be issued which are known to deliberately jeopardize an accused employee's right to a fair hearing and/or trial.
- 5.9 An employee under investigation for charges not covered in section 5.14 may be relieved of police powers by sworn managers, the Chief, Deputy Chief of Police, or the Internal Affairs Section Manager for investigation of alleged violation(s) and may be reassigned during the pendency of the investigation. If so relieved, the employee shall carry a pager supplied by the Department and shall respond to all pages and be able to arrive at the police headquarters building within forty-five (45) minutes, during business hours (8 a.m. to 5 p.m.), Monday through Friday, excluding contractual holidays and previously approved leave time. The employee shall remain on full salary until recalled and/or disciplinary action is served.
- 5.10 The findings of Internal Affairs Investigations shall be labeled "sustained" (guilty as charged), or "not sustained" (not guilty), "unfounded" (without merit), or "exonerated" (act was legal or policy deficiency). No other terminology may be used.
- 5.11 Any "sustained" findings inserted in an employee's Personnel File shall be removed after one (1) year from the employee's Personnel File and placed in the Internal Affairs disciplinary file, which will be retained in accordance with Florida State Statutes or as otherwise legally provided by law. Unfounded, Exonerated, and Not Sustained investigations shall be removed from an employee's files after one (1) year. Sustained investigations resulting in discipline of Oral Reprimand or Written Censure shall be

removed from an employee's files after three (3) years. Sustained investigations resulting in discipline of Suspension or Demotion shall be removed from an employee's files after five (5) years. Files shall include computer records, whether on disks, or on hard drives.

- 5.12 Recommendations for discipline shall begin with the rank of Lieutenant. For the purposes of recommending discipline for a sustained violation, the employee's chain of command shall only receive a printout of the employee's past sustained unpurged violations.
- 5.13 An employee who is originally interviewed as a witness and subsequently becomes a principal will be immediately so advised and all appropriate rights shall immediately attach.
- 5.14 When the administrative investigation is complete and a recommendation is made, copies of any tape recordings of witnesses will be made available, at no cost, to the Union or to the officer being investigated.
- 5.15 An employee under investigation or having pending criminal charges may be relieved of duty or may be relieved of police powers and/or may be reassigned to reasonable alternative departmental duty during the pendency of the disciplinary process.

An employee who is arrested or charged with a felony or designated misdemeanor under Section 943.13, Florida Statutes, who is not terminated, may be reassigned to reasonable alternative departmental duty or may be relieved of duty without pay upon completion of the disciplinary process. The employee may be required to remain in a relieved without pay status until a final court disposition is rendered. Said employee may use any accrued Personal Leave or Compensatory Time during this period.

An employee who is convicted of, or pleads nolo contendere to a felony or designated misdemeanor under Section 943.13, Florida Statutes shall be terminated and shall not be entitled to any back pay or benefits for any period of relief of duty pursuant to this section.

Any employee relieved of duty pursuant to this section who is convicted or pleads guilty or nolo contendere to a lesser offense, or who otherwise plea bargains the employee's case, and is therefore not convicted, nor has pled guilty or nolo contendere to a felony or designated misdemeanor under Section 943.13, Florida Statutes, will be fully restored to duty, but shall not be entitled to any back pay or benefits for any period of relief of duty pursuant to this section.

Any employee relieved of duty pursuant to this section who is completely acquitted of all charges (or has all charges dropped) related to the felony or designated misdemeanor

under Section 943.13, Florida Statutes, will be fully restored to duty with all back pay and benefits for the period of relief from duty, except for such discipline imposed against the employee in accordance with this Article.

5.16 Any employee who is summoned before a departmental investigator, or Internal Affairs Section during the employee's normal off-duty hours will be compensated at the appropriately established rate. Phone calls to an employee on behalf of the department during the employee's off-duty hours, of a duration of less than three (3) minutes, will not be cause for compensation to the employee. Such phone calls shall not be used for interview/investigation purposes without the employee's consent.

5.17 All employees shall have the right to inspect and make notes of their individual records and no records will be hidden from the employee's inspection. One copy of a disciplinary action INOI report will, upon request, be provided to the subject employee at no cost. One copy of the Notice of Disciplinary Action and of the INOI will also be furnished to the Union at no cost.

5.18 Violations & Disciplines

A. Violations of Regulations:

In that Regulations are standards of conduct, members and employees will be held accountable for violations of Regulations. Initiation of investigations of alleged violations of Policies or Regulations will be documented in the form of an Initial Notice of Inquiry INOI

B. Violations of Other Written Directives:

In that General Orders, Policy and Procedures, Supervisory Directives and Special Orders are work rules, violations of these Directives will be documented in the employee's supervisory notebook unless investigated pursuant to 5.8.

C. Types of Discipline:

For one (1) violation, there will be one (1) type discipline. The types of discipline shall be as follows:

- 1) Oral Reprimand
- 2) Written Censure
- 3) Suspension Without Pay up to two hundred forty (240) work hours per

violation. Upon request of the employee, the forfeiture of accrued personal leave in lieu of a suspension without pay is permitted provided the violation does not involve indebtedness to the City. Furthermore, forfeiture of personal leave in lieu of the first sixteen (16) hours of suspension without pay is with the concurrence of the Chief of Police (or designee).

- 4) Demotion
- 5) Termination

D. Progressive Discipline:

Discipline will be consistent and progressive for similar or substantially similar violations in the preceding 7-year period. The City shall make available electronically to the Union its Disciplinary History, indexed by Rule and sub-part for the past ten years.

An employee's 7-year prior discipline history and the seriousness of the offense will be important factors in determining discipline.

The City and the Union agree that domestic violence involving members of the department is a matter of great public concern and significantly affects the public's trust in OPD. It is further agreed that sustained violations of regulations involving domestic violence that occur after January 20, 2013, shall consider aggravating factors such as the level of violence in the case and the presence of any pattern of ongoing domestic violence. Aggravating factors in any individual case shall be just cause for the discipline to be enhanced above the existing past practice prior to the date of this agreement.

E. Recommendations for Discipline:

Recommendations as to the appropriate discipline will be requested from the employee's chain of command beginning with the rank of Lieutenant.

5.19 The discipline of, oral reprimand, written censure, and termination shall be invoked immediately. All other disciplines shall be invoked at the conclusion of the grievance process. An employee who has received a Notice of Termination at a termination meeting may be relieved from duty without pay from the day after the termination meeting until the conclusion of the grievance process.

5.20 Unless a disciplinary reason for a transfer is documented in writing, transfers may not be

grieved or arbitrated. Documentation of performance deficiencies shall not be considered documentation of a disciplinary reason for transfer. This section does not waive any officer's rights existing under Florida Statute 112.532 or other applicable federal, state or local law.

5.21 CJSTC results will be forwarded to any officer currently an employee of the Department, without undue delay.

5.22 The Department will assign a liaison officer to accompany an involuntarily terminated officer in completing the checkout procedure.

5.23 Work Rules

A. Employees shall be required to observe and comply with written regulations governing their employment as set forth in Departmental procedures and such special and general orders and written communications, which are not in conflict with this Agreement.

B. Employees shall be required to observe and comply with such additional or supplemental rules and regulations promulgated and published by the Chief of the Police (or designees), provided only that such rules and regulations shall not be contrary to any of the provisions of this collective bargaining agreement. No disciplinary action will be taken for violation of a rule or regulation until at least forty-eight (48) hours after posting.

ARTICLE 6

GRIEVANCE PROCEDURE

- 6.1 The purpose of this article is to establish a mechanism for the sole, expeditious and orderly adjustment of grievances regarding contract and disciplinary disputes or disagreements between the employer and employee, or group of employees, or Union involving the interpretation or application of this collective bargaining agreement. However, the grievance procedure does not bar any rights protected under Local, State or Federal Law.
- 6.2 Any formal grievance filed shall be on proper forms supplied by the City (see Appendices A or B) and shall refer to the provision(s) of the Agreement alleged to have been violated and shall set forth the facts pertaining to the alleged violation(s). Grievance forms submitted which do not contain the above information and the remedy and are incomplete shall be returned to the employee(s) or the Union to be re-filed. No grievance form may be amended from the original written grievance at the initial step of the Grievance Procedure. The Union agrees to forward copies of each successive step of the grievance to the Labor Relations Section.
- 6.3 All alleged contract violation grievances shall proceed at Step 1 unless the Union and the City agree otherwise in writing. Class Action Grievances pertain to contract grievances affecting more than one member of the bargaining unit or the Union directly and shall be filed with the Police Department Labor Advisor at Step 1. All discipline Grievances shall also begin at Step 1, unless the discipline recommended is termination or the discipline originally recommended by the Captain was amended by the Deputy Chief or Chief. In those instances, the grievance may be originally filed at Step 2.
- 6.4 Grievance discussions at Step 1 will normally be conducted during the aggrieved's regular duty hours. If the grievance meeting occurs while the grievant is off duty, grievant's regular duty hours shall be flexed hour for hour to allow on-duty attendance. If the Manager schedules such meetings for the employee's duty time, and the aggrieved employee is on duty, grievant shall suffer no loss of pay or benefits for time required for such meetings. If on duty, the employee's Union representative will suffer no loss of pay or benefits for time spent in the grievance meetings during Steps 1 -2.

An employee who is appealing disciplinary action or alleged contract violation shall have the right to be represented by a Union representative and/or legal counsel. Union representatives, other than those working for or assigned to the Union, will be allowed to engage in the grievance procedure only when staffing requirements permit; however, the

employee may have no more than one (1) representative in paid status at any step of the grievance procedure. A second paid representative may be allowed to attend said procedures with prior approval of the department's labor advisor for the purposes of training a Union representative.

- 6.5 Nothing in this section shall be construed to prevent an employee from presenting, at any time, the employee's own grievance without union representation through Step 2, if the Union declines to represent the grievant on any basis other than lack of merit. In such instance, the rights, obligations, time limits and other provisions of this article specifically applicable to the Union shall apply to the employee. Such employee may have a representative of the employee's choosing throughout the process; said representative shall not be compensated by the City. The Union may monitor all such grievances in an "off duty" capacity. If the Union does not represent a non-union member in obtaining any right or privilege sought to be enforced hereunder, because the non-union member declined representation or the Union was unaware of the proceeding, and the Union is not in agreement with the outcome, the Union will not be held to the decision in that non-member case in any future cases. The Union shall be notified of the final resolution in all such non-union member cases handled without Union representation. Within ten (10) days of receipt of this notice, the Union shall notify the Department in writing should it disagree with the non-union member case resolution.

Any agreement or resolution reached between the City and any non-union member in a non-disciplinary grievance, which conflicts with the operation of the provisions of this Agreement, may be grieved by the Union.

- 6.6 Any grievance must be submitted at the appropriate step in writing within ten (10) business days, excluding contractual holidays, after the occurrence of the matter from which the grievance arose. Acceptance of a grievance beyond this time limit sets no precedent in any other case filed in an untimely manner. A grievance shall be filed on a grievance form as provided in Appendix A & B and shall set forth the following:

- 1) A concise statement of the facts upon which the grievance is based.
- 2) Provision or provisions of this agreement claimed to have been violated.
- 3) The remedy sought.

Management shall have the right to refuse hearing a grievance should the written grievance form not be completed as described above.

A grievance not appealed to the next step within the time limits established by this procedure shall be considered settled based on the last answer provided by management. A grievance not answered within the time limits prescribed for the appropriate management representative at each step shall entitle the employee or the Union to advance the grievance to the next step. The time limits prescribed herein may be extended by written mutual agreement of the parties.

Any step prescribed under Section 6.6 may be waived by written mutual agreement between the Union and the City.

6.7 In advancing grievances, the Union or management may call a reasonable number of witnesses to offer testimony.

6.8 The formal grievance steps are as follows:

Step 1

A. The grievance must be filed in writing either in person, or by email within ten (10) business days (Monday through Friday) of the occurrence of the action giving rise to grievance to the aggrieved employee's Bureau Commander (or the Police Department Labor Advisor if a Class Action grievance) on the prescribed grievance forms which shall be standard forms used throughout the grievance procedure.

Step 2

A. If the grievance is not resolved to the grievant's satisfaction at Step 1, the Union shall forward the grievance, in writing, email or hand delivery to the Chief of Police, within ten (10) business days of receipt of the Step 1.

B. With respect to contract grievances by a single employee, disciplinary grievances originally filed at Step 2, and disciplinary grievances wherein the discipline imposed is termination, demotion or a suspension in excess of eight (8) hours, the Chief of Police shall gather the facts and shall conduct a meeting within five (5) business days with the Labor Relations official or designee, the employee, and the Union Official. Within ten (10) business days after the grievance meeting was conducted, the Chief of Police shall issue a decision, including reasons for the decision, and notify the Labor Relations Section, the employee, and the Union Official in writing, by hand delivery or via facsimile.

C. With respect to any disciplinary grievance not originally filed at Step 2 in which the final discipline is, oral reprimand, written censure or suspension of eight (8) hours or less, the

Union may submit a written request to the Chief of Police requesting reconsideration of the case. The Chief of Police may elect to conduct a meeting, review the documents submitted by the Union and grant part or all, of the grievance, or decline further review. If the Chief of Police declines further review, the Bureau Commander's decision will be the final departmental decision.

- 6.9 The Union shall be given, by telephone, or email, reasonable notice (normally two business days) of the grievance hearings provided herein. No decision of the City in any one case shall require any retroactive adjustment in any other case.
- 6.10 If any grievance other than those resulting in, an oral reprimand, or written censure is not satisfactorily resolved by the foregoing procedure, the Union or the City may proceed to Arbitration according to Article 7.

In all matters not resolved in the grievance process, the Department and the Union shall attempt to define the parameters of the remedy being sought from the Arbitrator as to obtain a final resolution of all outstanding issues.

- 6.11 Discipline grievance forms shall be constructed as indicated in Appendix B.
- 6.12 Any management employee, other than the Chief of Police who is positioned to decide upon a grievance previously decided upon at a lower step by that employee, shall be deemed to have a conflict of interest and recused from the process. The Chief of Police may declare a conflict of interest and designate any Deputy Chief of Police who has not previously ruled on the grievance or been a witness in the investigation to hear a grievance.

ARTICLE 7

ARBITRATION

- 7.1 If any grievance is not satisfactorily disposed of by the Grievance Procedure, Article 6, the Union shall send the City, by e-mail, or hand deliver to the Labor Relations Official, a written notice of its intention to submit the matter to arbitration; said written notice will include a statement of the facts upon which the case is submitted. Failure of the Union to file for arbitration within thirty (30) business days' receipt of the Chief's decision shall constitute resolution of the issue(s) based on the Step 2 grievance decision. Such time limit may only be extended by written mutual agreement between the City and the Union.
- 7.2 If the Union declines to represent the grievant in arbitration on any basis other than lack of merit, the grievant may proceed to arbitration. In such instance, the rights, obligations, time limits and other provisions of this article specifically applicable to the Union shall apply to the employee.
- 7.3 Within five (5) business days of notifying the City, a letter shall be directed by the Union to either the Federal Mediation and Conciliation Service requesting a list of five (5) or more arbitrators experienced in the field of the subject to be arbitrated. Within five (5) business days after receipt of the list of arbitrators, the parties shall meet to strike names. The Union and the City will alternately eliminate one at a time from said list of persons not acceptable until only one remains and this person shall be the arbitrator. The City and the Union will alternate in the right to first strike names in successive arbitrations. The City and the Union may, during the term of this Agreement, mutually establish a permanent panel of arbitrators, which could affect the source and selection process mentioned above.
- 7.4 Upon notification of selection, the arbitrator shall schedule a hearing convenient to the parties and witnesses and conduct a hearing to consider the subject matter of the dispute. If the matter has been designated as "expedited" by the parties, the hearing shall be scheduled as promptly as possible, the written decision of the arbitrator will be served upon the City and the Union.
- A. It will be the obligation of the arbitrator to the City and the Union to make use best efforts to rule on the case(s) heard within five (5) calendar days of an expedited arbitration hearing or if the expedited hearing is waived by the parties, within twenty-one (21) calendar days after the hearing.
- B. Any party may be represented at the arbitration hearings by counsel or other

representative.

- C. The hearing shall be conducted by the arbitrator in a manner that will most expeditiously permit full representation of the evidence and arguments of the parties. Normally the hearing shall be completed within one day.
 - D. The arbitrator may receive and consider evidence in the form of an affidavit, but shall give appropriate weight to any objections made. All documents to be considered by the arbitrator shall be filed at the hearing.
 - E. Each party shall bear all costs of preparing and presenting its own case. Either party desiring a record of the proceedings shall pay for the record and the stenographic services. In the event that both parties agree to have stenographic services at the hearing, the parties shall share equally the cost for the record and the stenographic services. In the event one party orders and pays for the record and stenographic services and the other party thereafter desires a copy of the transcript, the non-ordering party shall request such from the ordering party and shall share equally the cost for the record and the stenographic services,
- 7.5 Unless otherwise mutually agreed, in writing, the submission to the arbitrator shall be based on the original written grievance and specific remedy submitted in the Grievance Procedure. The arbitrator shall consider and decide only on the specific grievance issue(s) submitted in writing by the City and the Union and shall have no authority to consider or rule upon any other matter, which is stated in this Agreement.
- 7.6 The power and authority of the arbitrator shall be strictly limited to determination and interpretation of the explicit terms of this Agreement as herein expressly set forth. The arbitrator shall not have the authority to add or subtract from or modify any of said terms or to limit or impair any right that is reserved to the City, or Union, or employee, or to establish or change any wage or rate of pay that is contained in the Agreement or to increase any discipline.
- 7.7 No decision of any arbitrator in one case shall create a basis for retroactive adjustment in any other case. Decisions of Arbitrators may be entered into the record in future cases, which are similar, by either the City or the Union.
- 7.8 The arbitrator may, under the powers granted by the terms of this Agreement, direct any remedy, subject to the provisions of this Agreement, permitted by law. The arbitrator shall not, however, order the destruction of investigative records of OPD, except in accordance

with State Law.

- 7.9 The party requesting arbitration may withdraw from the arbitration proceedings at any time, however, the withdrawing party shall assume full responsibility for any arbitrator costs related thereto unless there is a written mutual agreement to share the costs. Agreement to share said costs is purely voluntary and not subject to resolution through the arbitration process.
- 7.10 The decision of the arbitrator is final and binding on both parties and the grievance shall be considered permanently resolved.
- 7.11 The expense of the arbitrator shall be borne by the losing party. Each party shall make arrangements for and pay the witnesses it calls. In the event one party does not prevail on all issues, apportionment of the expense of the arbitrator shall be determined by the arbitrator based upon which party prevailed on each issue and/or how the decision was split on an issue. Furthermore, the arbitrator may apportion any costs incurred by a delay or rescheduling of a hearing based upon the parties' proportionate impact on that matter.
- 7.12 Where the Union is not a party and does not represent the grievant in the arbitration proceedings, the grievant will bear the full cost of the compensation and expenses of the arbitrator should the grievant not prevail. Each party shall bear all costs of preparing and presenting its own case. Either party desiring a record of the proceedings shall order and pay for the record and/or stenographic services. Should the non-ordering party desire to utilize the record of the proceeding for post hearing purposes the non-ordering party shall pay an equal share of the recording costs. If the grievant is not represented by the Union at the arbitration proceedings, the grievant shall be required to make a deposit of cash, money order, or certified check, to be held by the City in escrow, in an amount equal to the full amount of the estimated arbitration costs. If there is a dispute as to the estimated costs, said dispute shall be submitted, in writing, to the arbitrator for resolution prior to the hearing. This deposit must be made at least thirty (30) calendar days prior to the date of the scheduled arbitration hearing. Failure to make this deposit on time will result in the cessation of the grievance/arbitration process and the decision rendered in the last step of the grievance procedure shall be final.
- 7.13 All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned from employment by the City less any City-provided pension, paid leave, (other than lump-sum payments (leave, longevity)), Workers'

Compensation (except permanent partial awards), unemployment and/or wages or income from other employment.

- 7.14 Any retroactive adjustment, settlement, or award shall be limited in retroactivity to a maximum of ninety (90) calendar days prior to the filing of the initial grievance at Step 1.

ARTICLE 8

NON-DISCRIMINATION AND RETALIATION

- 8.1 The City and the Union prohibit and will not tolerate any unlawful discrimination, retaliation or harassment against any employee, as provided by federal, state, and local law. Further, the City and the Union prohibit retaliation against any individual who reports violations of the law, rules, regulations, discrimination or harassment or who participates in an investigation of such reports.
- 8.2 The use in this Agreement of the terms "he" "his," him," or "himself" in referring to an employee shall be considered gender neutral and will also mean "she," "hers," "her" or "herself" respectively, wherever used.
- 8.3 Complaints regarding unlawful discrimination, harassment, and/or retaliation (excluding discrimination, harassment and/or retaliation cases arising from union activities) shall not be subject to the grievance and arbitration procedures in this Agreement. Such cases or complaints shall be handled exclusively by the local, state or federal agencies having jurisdiction over the applicable laws governing such allegations. Disputes over unlawful discrimination, retaliation, or harassment arising from union activities shall be subject to the grievance and arbitration provisions of Articles 6 and 7 until a charge of discrimination arising from the same common nucleus of operative facts is timely filed with either the local, state or federal agencies having jurisdiction over the applicable laws governing such allegations, at which point the grievance and arbitration will be considered withdrawn.

Article 9
PENSION PLAN

- 9.1 Bargaining unit members will contribute 8.47 percent of their pensionable income to the pension fund, said amount to be deducted from each paycheck.
- 9.2 Salary for pension benefits calculations shall include base pay, differential pay, longevity pay, working out of classification pay, career development pay, and educational incentive pay. Specifically excluded from the calculations are line-up time pay, overtime pay, educational advancement pay, firearms qualifications pay and any other form of compensation not specifically included.
- 9.3 Except as provided in section 9.5 below, the parties agree that future Chapter 185 distributions shall be deposited into the Police Pension Fund along with members' contributions, investment returns and the required City contribution. The plan members agree not to alienate future Chapter 185 distributions to fund new benefits. If, by action of the Pension Board and approving vote of a majority of the Plan members pursuant to Section 185.35, Florida Statutes, the Chapter 185 distributions are not utilized to fund existing benefits, then and in that event, members shall contribute into the pension fund the percentage of salary calculated to equal the reduction in Chapter 185 distributions, in addition to the contribution specified in Section 9.1. In the event the City is no longer eligible to receive Chapter 185 distributions, the City will be responsible for funding pension benefits existing as of July 1, 2004 in conjunction with employee contributions required in Section 9.1 above.
- 9.4 The City will continue to fund the full cost of the Plan's investment management fees. The City will continue to fund the other administrative costs required by the pension plan (including travel, secretarial/clerical support, legal and actuarial services) at FY 2012-2013 levels and will fund any increase in such costs up to ten thousand dollars (\$10,000) over the base level per fiscal year (unused balance if any may be carried over to next fiscal year but not beyond 9/30/16). Any additional increase in these costs, except any expense specifically agreed to in advance by the City, will be borne equally by the City and the pension plan members on a per capita basis as an addition to the contribution specified in Section 9.1.
- 9.5 The purpose of this section is to implement the provisions of Chapter 185, Florida Statutes, as amended by Chapter 2015-39, Laws of Florida. Section 185.35(6), including creation of "the Orlando Police Officers Share Program".

The parties first agree that the approximately \$8.3 million accrued additional premium tax

revenues received for the calendar years 1998 through 2015 will be first applied to fully implement the remaining required minimum benefits, including both prior service costs and future normal costs for twenty-five years and any legal and actuarial fees and other costs. 50% of the remaining balance of such accumulations of additional premium tax revenues will be deposited into the Police Officer Pension Plan to fund a defined contribution plan (i.e. share plan) as described below. 50% of the remaining balance of such accumulations will be deposited into the Pension Plan to fund existing benefits.

As for funds allowed to be split 50/50 for all Chapter 185 premium tax revenues received for calendar year 2016 and after, all revenues up to \$2,458,292.76, shall be deposited into the pension fund and shall be used to reduce any City annual required contribution to the pension fund. 50% of any premium tax revenues received during any fiscal year in excess of \$2,458,292.76 shall be used to offset the City's annual required contribution and 50% will be used to provide defined contribution benefits through a share plan that is established as a supplement to the Pension Plan, as created below.

In accordance with Chapter 185, Florida Statutes, as amended by Chapter 2015-39, laws of Florida, a defined contribution plan (i.e. share plan) shall be established as follows:

- a) The extra benefits to be provided for or on behalf of participants of the Orlando Police Officers' Share Program shall be provided through participant directed investments, administered by a third party record keeper, in accordance with s. 401(a) of the Internal Revenue Code and its related regulations. The third party record keeper shall provide periodic statements to each accountholder.
- b) Each plan member who has or had at least one (1) full year of credited service on the last day of each calendar year from 1998-2016, in which there are available funds shall receive an equal share of the available funds for that calendar year, less administrative expenses, deposited into his/her Police Officers' Share Program account.
- c) "Available funds" for each of the years from 1998-2015 shall be 50% of the annual excess premium tax revenues (50% of funds received in excess of the 1997 base amount of \$2,155,329.40) received during each of these years after the lump sum cost of the minimum benefits is deducted from each year's excess revenues on a pro-rata basis, based on the lump sum cost of the minimum benefits as a percentage of the total accumulated excess premium tax revenues (e.g., based on the 3/21/2016 actuarial cost estimate, the cost of the additional minimum benefits is \$553,462. The accumulated additional premium tax revenue is currently \$8,393,203. The pro-rata ratio would be 6.594%, however, any additional costs of implementation will also be deducted on the

same basis, so the ratio will be adjusted accordingly once these costs are known).

d) Beginning with calendar year 2016 (funds received in 2017), each active plan member who has at least one (1) full year of credited service on the last day of the calendar year in which there are available funds shall receive, deposited into his/her share account, an equal share of 50% of the annual Chapter 185 premium tax revenues in excess of \$2,458,292.76, less administrative expenses deducted pro-rata.

(e) The expense of administering the Police Officers' Share Program for the preceding plan year shall be determined by the Police Pension Board of Trustees and charged against the available funds received for that year, before allocations are made to Police Officers' Share Program member share accounts.

(f) A member's share account shall be available for distribution to the member following retirement. A member's share account distribution may be rolled over to another qualified plan in accordance with applicable IRS regulations. If a vested member dies before retirement, the member's share account balance on the date of death shall be distributed to the member's designated beneficiary(ies). If a member dies after retirement, the member's share account balance on the date of death shall be distributed to the member's designated beneficiary(ies). If there is no designated beneficiary(ies), the funds will be distributed to the member's estate.

(g) In the event a Police Officers' Share Program member separates from City employment before attaining ten (10) years of credited service, or separates from City employment after attaining ten (10) years of credited service, but elects to receive a refund of member contributions in lieu of any benefit from the Police Officers' Share Program, the member shall forfeit his/her share account balance, and the account balance shall be added to the available funds for the next following year, and reallocated to other Police Officers' Share Program member accounts. In the event IRS regulations do not allow the reallocation of forfeited share account balances to other member share accounts, the forfeited amount shall be allocated as required by IRS regulations.

- 9.6 These agreements between the parties on financial obligations with respect to the pension plan are predicated on the Pension Board's continuing to utilize the current actuarial method, assumptions and smoothing techniques, or such other methods, assumptions and techniques as may be agreed to between the parties. Any sworn member elected to the position of Pension Board Trustee will, upon request, be granted a dayshift position if available.

- 9.7 For the purpose of calculating the City's or the Pension members' cost under this Article if the actuary for the retirement system and an actuary for the City disagree on the contribution to be made by the City, or the Plan members, the parties shall promptly select an independent third actuary. If they are unable to agree on a third actuary, one (1) shall be selected from a list of five (5) provided by the American Academy of Actuaries. The parties shall alternately strike names to arrive at the one remaining name on the list. The third actuary shall, as soon as practicable, submit to the parties a funding recommendation utilizing standard acceptable funding techniques and assumptions. Thereafter, the "required contribution" for the purpose of this Article shall be the median of the three actuarial recommendations.
- 9.8 The City will comply with applicable statutory requirements regarding Presumption for pension purposes.
- 9.9 The City agrees that current pension benefits unless otherwise provided in Article 9 shall not be reduced and that present pension benefits shall be considered as minimum benefits. The City agrees that the Union shall have the right, during the term of this Agreement, to seek improvement of these benefits without negotiating such improvements or amendments within the collective bargaining process provided all costs of the improvement of benefits and any actuarially determined ancillary costs to the City would be fully paid by the Police Pension Plan members.
- 9.10 The legislative body of the City of Orlando is authorized to amend the pension plan to the limited extent necessary to maintain tax qualification of the plan under the Internal Revenue Code, to comply with the minimum standards and benefit levels required by Chapter 185, Florida Statutes, and in order to allow the plan to receive funds from the Police and Firefighters' Premium Tax Trust Fund, but must obtain prior agreement of the members and their collective bargaining agent, if any, should such required amendments change any plan benefits.
- 9.11 The parties agree to reopen negotiations on this Article if: a) the Florida Legislature changes the funding formula for Chapter 185 distributions, or b) the Internal Revenue Service amends regulations which would significantly affect the Tax Treatment of the Pension Plan.

Article 10

WORKING OUT OF CLASSIFICATION

Employees required to work in a higher classification for four (4) or more hours of the regularly scheduled shift shall be paid at the minimum of the higher classification or receive a seven (7%) percent increase to their current rate of pay, whichever is greater, for all hours so worked.

ARTICLE 11

WORK WEEK & WORK SHIFT

- 11.1 The standard payroll workweek shall begin at 0001 hours Sunday and end at 2400 hours Saturday. The work cycle shall be a twenty-eight (28) day work period under the FLSA 7(K) exemption.

The City agrees that employees assigned to eight (8) and ten (10) hour shifts covered by this Agreement shall be scheduled to work forty (40) hours per seven (7) day week.

Officers assigned to work twelve (12) hour shifts shall be scheduled to work an average of eighty (80) hours per fourteen (14) day pay period. During each fourteen (14) day period, an eight (8) hour shift will be scheduled and will count toward minimum staffing.

The Police Department Organizational Chart on the effective date of this agreement will define assignments for specialty pay. In addition, management has the right to establish lineup time for officers and sergeants assigned to the Airport, and patrol. Lineup time for police officers will not exceed fifteen (15) minutes and for sergeants will not exceed thirty (30) minutes per shift. Personnel so assigned and scheduled shall be paid their straight time overtime hourly rate or may elect straight compensatory time for all hours while attending lineup. Any work performed during the lineup period, other than shift briefing, is considered time worked for premium, weekly overtime purposes. All officers assigned to the Orlando International Airport ("OIA") shall receive an additional fifteen (15) minutes of time for each day worked when all of the following conditions are met: a) actually working at OIA for that day; b) working an assignment for the Orlando Police Department and c) there is no available parking under the terminal or overflow in its curtilage. This time shall be in addition to any lineup time pay, and shall be paid at the straight time rate of pay or accrue at straight compensatory time at the employee's discretion. TAC squads, Neighborhood Patrol, and International Drive Patrol Squads shall receive lineup pay, permanent midnight differential, and subpoena compensation.

Employees shall be scheduled a minimum of two (2) consecutive days off during each workweek unless their unit's work schedule causes a backward rotation in days off (e.g., a change from Sunday/Monday of one (1) week to Sunday/Saturday of the next).

- 11.2 Unit members assigned to Investigative or Patrol duties scheduled to work eight (8) or ten (10) hour shifts shall be entitled to a paid meal period not to exceed thirty (30) minutes, forty-five (45) minutes for those scheduled to work a twelve (12) hour shift, during their regular work shifts, workload permitting. Community Relations Officers and those performing administrative duties will be provided a one (1) hour unpaid meal period. If

denied any portion of that one (1) hour, the employee will be paid for actual time worked or the work schedule shortened accordingly during the same workweek.

- 11.3 For the purpose of this Agreement, a shift means the time during which an employee is scheduled on duty. Any significant changes in current shift configurations shall be bargained with the Union.
- 11.4 No employee shall be required to work a split shift or back-to-back work shifts. Whenever a shift rotation occurs, employees will be entitled to at least eight (8) scheduled hours of off duty time prior to returning to work. It is understood that overtime may preclude eight (8) off-duty hours between shifts. During a daylight savings time change, employees will be entitled to at least seven (7) hours of off-duty time should a shift rotation occur.
- 11.5 Except as provided in this Agreement or in operational emergencies, an employee will not be required to adjust hours, shift, or days off from those scheduled with less than five (5) calendar days advance notice. In those instances, where adjustments in the schedule occur, the employee will be given as much advance notice as possible. Once adjustments are made, officers will work a full eight (8), ten (10) or twelve (12) hour shift or may elect to use Personal Leave as the case may be. Language in this section will not apply to those members of the bargaining unit who are relieved of duty by management.
- 11.6 Employees assigned to investigative, undercover, uniformed drugs, gang unit tactical, patrol tactical, task force, traffic, mounted, canine, neighborhood patrol unit, and Downtown patrol unit, or Community Involvement, are subject to adjustments of their hours and/or days to meet the circumstances at hand. Management will give as much advance notice as possible when adjustments are made. This provision shall not apply to a City ordinance-permitted public assembly, parade or an event held at any City Venues facility when the Department has at least five (5) calendar days notice of the event.
- 11.7 It is understood that a daylight saving time change will cause the time clocks to be advanced one (1) hour during the Spring of each year. The City agrees that employees working during the actual time period when the clocks are advanced will be paid as time worked for the one (1) hour loss from the standard eight (8), ten (10), or twelve (12) hour work shift.
- 11.8 The Department may elect to create a different regular shift, not to exceed 12 hours, in which case employees may be scheduled to work an average of eighty (80) hours per fourteen (14) day pay period. This new shift, if created, would apply only to Patrol Services and Orlando International Airport assignments unless otherwise mutually agreed between the Union and the City.

- 11.9 Members assigned to a K-9 unit shall receive five (5) hours credit each week for at-home care of an assigned K-9, with their on-duty workweek reduced correspondingly.

Article 12

OVERTIME

12.1 Employees shall be required to work overtime when ordered. Overtime shall be scheduled in accordance with departmental Policies and Procedures and administered in accordance with the provisions of this Agreement.

12.2 For the purposes of overtime computation, holidays, personal leave, bereavement leave, voting time, blood donor time, jury duty, sick leave, on-call status, court standby time, standby time, compensatory leave, pool time (other than pool time spent in Union contract negotiations) and annual military leave on active duty and in a pay status shall not be construed as time worked.

All other time and time spent for therapy or treatment for an on-the-job injury or illness, which occurs during an employee's regular shift shall be considered as time worked for overtime purposes.

12.3 All authorized time worked, except for line-up time, in excess of the basic work week shall be paid at the premium overtime rate of time and one-half (1 ½) hours pay at the regular hourly rate or, at the employee's discretion, compensatory time at the rate of one and one-half (1 ½) for each hour or portion thereof worked.

All hours actually worked, including line-up time, in excess of one hundred seventy-one (171) hours during a twenty-eight (28) day work cycle will be paid an overtime rate in accordance with provisions of the Fair Labor Standards Act as amended.

An employee ordered to return to work overtime shall be paid for actual hours worked or four (4) hours straight time pay or compensatory time whichever is higher. This minimum does not apply to hours scheduled and appended to the employee's regular shift.

12.4 Management may require employees assigned to the Criminal Investigation Division, the Drug Enforcement Division, the Metropolitan Bureau of Investigation, Community Relations Unit and Recruiting and Training Section to take time off during the latter part of the workweek if the employee has already accumulated forty (40) hours of paid work in that week. Required time off shall be in full shift increments.

12.5 Requests to use compensatory time will normally be made by the employee to the Supervisor at least one (1) day in advance, and shall be granted, staffing permitting. Employees shall not accrue more than four hundred-eighty (480) hours of compensatory

time. Effective October 1st each year, an employee may request payment for all compensatory hours in excess of one hundred (100) hours. Such payment will be made on or before December 1st. Compensatory time in excess of four hundred-eighty hours (480) shall be paid at the appropriate rate of pay.

- 12.6 Should an employee die while employed, the employee's estate shall receive payment for all accrued compensatory time due to the deceased employee.

Article 13

EXTRA TIME PROVISIONS

13.1 Call Back Time

- A. An employee called back to work after regular working hours shall be compensated for actual hours worked. However, the employee shall receive a minimum equivalent to three (3) hours of straight time pay or straight compensatory time at the employee's option.

An employee recalled during a period (24 hours beginning 12 midnight) who has already received the three hours minimum call back equivalent shall be paid for only additional hours actually worked beyond that minimum.

Employees in an on-call status shall start their call back status period upon entering their vehicles and checking "in-service" on the radio. The call back period will end upon direct return to the residence and the employee checks "out of service" via radio. On-call employees will be assigned a take-home Department vehicle.

- B. When an employee is called back to return Departmental property or to correct or re-submit improperly completed reports, correspondence or legal processes, the minimum provisions of 13.1 (A) will not apply and the employee will be compensated only for hours actually worked.

13.2 Standby Duty

- A. Standby duty on-call time is defined as periods of time in which the employee is ordered or required by the Police Chief (or designee) to be readily accessible by telephone or telephone paging device and not performing actual work, but in readiness to perform actual work when the need arises. Employees shall make known to the Department their whereabouts during standby duty time.
- B. Such standby time, when the employee is not actually working, is not considered time worked, but is compensated at the rate of two-tenths (2/10) of one (1) hour for each hour of standby duty. Employees who are notified to standby, other than for court, on their regular days off will be guaranteed a minimum of two (2) hours straight time pay.
- C. Detectives and Detective Sergeants in the Violent Crimes Section, Property

Section, Fugitive Investigation Unit, Crime Line, Youth Services Section, Special Victims Unit, Airport Investigations Unit, Intelligence Unit, Drug Investigations Sections, and Traffic Homicide Unit in on-call status will not be covered by the provisions set forth in Section 13.2(B). Such persons will receive Call Back Time in accordance with 13.1 (A) if they are actually called out. They will be compensated at the rate of two dollars and fifty cents (\$2.50) per hour for hours during the week they are in an on-call status and will be assigned a City vehicle when in said status.

In the event a Detective is contacted by telephone or telephone paging device, the Detective shall revert to a regular paid status for the actual length of the phone call or no less than one-half (.5) hour of pay whichever is greater additional calls made during the minimum one-half hour period of compensation are not subject to additional compensation and shall cease receiving call back time during that period and until the call back pay exceeds any regular pay in any full hour.

- 13.3 Employees required by the Department to attend training sessions outside of their regularly scheduled hours of work will be compensated in accordance with provisions of the Fair Labor Standards Act. Employees required by the Department to attend training sessions during their scheduled hours of work shall not be charged paid leave time to make up the difference between the length of a training session and their regularly scheduled hours of work. Employees will receive a full shift of pay if released early from training. This full shift of pay shall only apply if the short training day would cause the employee to fall below the normally scheduled hours worked for the week. Employees who are required to attend to department business outside of their normal shift hours will be compensated for their actual time conducting said business but no less than two (2) hours of straight pay or compensatory time. Business immediately appended to the employee's normal shift shall not be subject to the two (2) hour minimum.
- 13.4 An employee ordered to attend any previously scheduled meeting, that occurs outside of regular working hours or during the employees regularly scheduled work hours when the employee has previously been told or permitted to take the day off (example; holiday – CID) shall be compensated for actual hours worked. However, the employee shall receive a minimum equivalent to two (2) hours of straight pay or straight compensatory time at the employee's option. The two (2) hour minimum shall not apply when the meeting is scheduled to begin within one (1) hour of the start of the shift in which case there shall be

a one (1) hour minimum or end of employee's shift in which case the employee's shift will be extended and the employee paid for actual time worked.

ARTICLE 14

PERSONAL LEAVE

Personal Leave is paid time off granted to an employee for purposes of taking planned vacations, dealing with personal business, and recovering from illness or injury. Personal Leave may also be requested to attend to an incapacitated member of the employee's immediate family. It may also be used to supplement Workers' Compensation benefits.

- 14.1 Accrued Personal Leave is personal leave earned that is unused at any given time. It shall begin to accrue and be available for use from the date of appointment as a Probationary Police Officer with the Orlando Police Department. An employee shall not accrue Personal Leave during a pay period if in a nonpay status during the entire pay period (two (2) week posting cycle). Personal Leave shall not be taken unless it has been accrued by the employee.
- 14.2 An employee shall accrue Personal Leave as follows: From employment to second anniversary, 2.91 hours per week (151.5 hours per year); over two (2) years up to seventh anniversary, 3.68 hours per week (191.5 hours per year); over seven (7) years up to sixteenth anniversary, 4.45 hours per week (231.5 hours per year); over sixteen (16) years up to twentieth anniversary, 5.22 hours per week (271.5 hours per year); over twenty (20) years, 5.35 hours per week (278.2 hours per year).
- 14.3 The Department shall be responsible for the scheduling of planned non-emergency Personal Leave, taking into due consideration the employee's Departmental seniority for Officers and Classification seniority for Sergeants. The employee shall keep the scheduled and/or planned non-emergency Personal Leave if involuntarily transferred. The Department has promulgated Orlando Police Department Written Directive No. WD13-03 which is not in conflict with this Agreement.
- 14.4 Employees may, at their discretion, carry over earned but unused Personal Leave from one calendar year to the next; maximum personal leave carried over from year to year may not exceed nine hundred (900) hours (carryover is effective January 1st) except in the year of separation from City service. As of January 1, 2015, the maximum carry-over amount is reduced to eight hundred (800) hours. Employees who feels they will accumulate more than the nine hundred (900) hours maximum carryover (eight hundred (800) hours maximum carry-over effective January 1, 2015) will be granted sufficient Personal Leave if such leave is requested before June 1st of the calendar year. Specific leave dates granted will be based upon staffing requirements.

- 14.5 Each January the City shall allocate the cash equivalent of hours of Personal Leave to the Union's pool time account in the following manner:
- The actual number of such hours so allocated shall be calculated by multiplying the number of bargaining unit members as of the end of the payroll period immediately preceding December 31, by 4.5. This total number of hours shall be multiplied by the average hourly rate of the bargaining unit members as of said payroll period. The resultant dollar value shall be credited to the Union pool time account.
- Bargaining unit employees may also donate, in increments of no less than two (2) hours, accrued personal leave or compensatory time, but not to include other forms of paid time, towards the Union pool time account. Donations shall be made in writing on the prescribed form, which will be submitted by the Union to the Payroll Section, and recorded as dollars in according to the employee's base hourly rate.
- 14.6 Personal Leave Buy Down
- Employees may elect, to be paid for their accrued Personal Leave. To be eligible, employees must request payment for at least twenty (20) hours and maintain a minimum balance of 60 hours accrued personal leave after the Buy Down is completed. Requests for payment of "Personal Leave Buy Down" are to be submitted to the OPD Payroll Unit indicating the number of hours to be "bought". The Payroll Unit will submit the request for payment on the following paycheck.
- 14.7 An employee leaving the employment of the Department shall be paid for all accrued Personal Leave time.
- 14.8 When an employee dies while employed by the Department, the employee's estate shall receive the cash equivalent of the value of all Personal Leave accrued by the employee at the time of death.
- 14.9 Use of Personal Leave may not normally be used for less than one-tenth (1/10) hour increments at any given time.
- 14.10 Payment of any accrued Personal Leave time shall be subject to repayment of any outstanding indebtedness owed to the City.
- 14.11 All current Sick Leave balances shall be frozen. An individual's accrued Sick Leave may be accessed as the result of personal injury or illness or to tend to an incapacitated member of the immediate family. Accrued Sick Leave may be accessed on the first day missed. Use of Sick Leave must be supported by medical documentation satisfactory to the City.

- 14.12 When unscheduled Personal Leave is used for personal illness or injury for three consecutive workdays or more or when Sick Leave is used in accordance with 14.11 above, the City may, at its sole discretion, require the employee to report to the City's Occupational Health Provider for medical clearance. The City Physician may require the employee to sign a medical release. The release will permit the City Physician to contact the employee's private physician for information related to the abovementioned illness or injury. Failure of the employee to provide a doctor's slip justifying the absence or to sign the requested release is grounds for denial of Personal/Sick Leave and for disciplinary action up to and including dismissal.
- 14.13 An employee who retires from the Orlando Police Department shall be paid for one-third (1/3) of the value of the total amount of Sick Leave credited to him on the effective date of retirement not to exceed payment of seven hundred (700) hours. Employees retiring with 25 years or more of service shall be eligible for one-half (½) of the total amount of Sick Leave payment not to exceed (700) hours.
- For the purposes of this section, an employee is deemed to have retired if eligible to receive pension benefits, other than deferred benefits, from the Police Officers' Pension Fund immediately upon ceasing employment.
- 14.14 The estate of a deceased employee shall receive full value of any Sick Leave accrued by the employee at the time of death.
- 14.15 An employee resigning from City employment, unless otherwise eligible under Section 14.13, shall not be granted payment for accrued Sick Leave. An employee shall not lose any Sick Leave accrued if transferred to another City position.
- 14.16 The payment of Sick Leave benefits is subject to the repayment of any outstanding indebtedness owed to the City.

ARTICLE 15

HOLIDAYS

THE FOLLOWING SHALL BE RECOGNIZED PAID HOLIDAYS:

New Year's Day
Dr. Martin Luther King's Birthday
Independence Day
Memorial Day
Labor Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Eve Day
Christmas Day
Three (3) Floating Days

- 15.1 If a paid holiday falls on an employee's regularly scheduled day off the employee will be compensated for an additional shift at regular straight time pay. If an employee must work on a holiday (other than Floating Holidays), the employee will be paid for hours worked plus an additional shift at regular straight time. The number of hours for the additional shift of pay will be determined by the employee's normally scheduled shift, i.e. 8-hour, 10-hour, 12-hour shift. If an employee normally works a 12-hour shift, but the holiday falls on their 8-hour day and they work the shift, the employee will receive 12 hours of additional straight time pay. If an employee normally works a 12-hour shift, but the holiday falls on their 8-hour day and they elect to take the day off, the employee will only receive 8 hours of holiday pay.
- 15.2 In addition to the holiday allowance set forth in 15.1, employees required to work and their shift starts on any of the following holidays: Christmas Day and Thanksgiving Day, shall receive three (3) hours off during the shift, workload permitting, for purposes such as an extended meal period provided they work at least five (5) hours on the aforementioned holidays. Those who cannot be granted three (3) hours off due to workload shall be granted three (3) hours straight compensatory time.
- 15.3 Employees normally scheduled to work on a day on which a holiday falls and who, in the opinion of management, are not needed to work on that holiday, will be required to take that day off. Employees who are not needed will receive their regular straight time shift pay at regular rate of pay for said day off. It is recognized that there will be occasions

when, because of the nature of duty assignments, certain individuals will be needed to work on a holiday. The City agrees to make reasonable efforts to rotate such duty assignments among the employees in that particular group or section consistent with the operational efficiency of the Department. The purpose of said rotation is to ensure that no one individual will be favored by such work assignments.

- 15.4 An employee who is on unscheduled Personal or Sick Leave on an observed holiday will receive Personal or Sick pay only. If an employee is off on approved injury on his scheduled work shift both preceding and following a holiday, he shall receive holiday pay in addition to any other remuneration due.
- 15.5 An employee intending to take a floating holiday must notify his supervisor at least two (2) full workdays in advance. The Floating holidays may be taken at any time during the calendar year subject to approval of the supervisor based on work scheduling requirements. Floater holidays will be credited the first full pay period of the calendar year and may not be carried over from one (1) calendar year to another. New employees will be credited with Floater Holidays, the first full pay period after their hire date, based on the following proration:
- Hired 1st Qtr. (Jan-Mar) Three (3)
 - 2nd Qtr. (Apr-Jun) Two (2)
 - 3rd Qtr. (Jul-Sep) One (1)
 - 4th Qtr. (Oct-Dec) Ineligible
- 15.6 Employees who are suspended without pay during a period in which an observed holiday falls shall have double time credit made toward the hours of suspension if the employee would have been scheduled to work that holiday.

Article 16

FAMILY LEAVE

Employees will be granted leave benefits in accordance with provisions of "The Family and Medical Leave Act (FMLA) of 1993," as amended. Employees requesting leave in conformance with the Act and in excess of ten (10) consecutive work days have the option of requesting a leave without pay instead of accrued Personal Time, Sick Leave (if medically appropriate and authorized), and Compensatory Time. Furthermore, the balance of the requested Family Leave, in excess of appropriate accrued leave if any, will be authorized as leave without pay. Employees may not work extra duty employment when on FLMA as a result of their own serious medical condition. Employees on FLMA to care for another family member may work extra duty if it is outside their normal work hours.

Article 17

BEREAVEMENT LEAVE

- 17.1 In the event of death in the employee's immediate family, the employee's Section Commander, upon request, will grant up to five (5) consecutive workdays off without loss of regular pay to arrange and/or attend funeral services or related matters. The five (5) consecutive workdays, will start at the employee's option on the day of death or the day following the day of death. In the event the funeral is not conducted during the aforementioned period and provided the employee used less than five (5) days of Bereavement Leave, the employee will be allowed to use the remaining balance of Bereavement Leave to attend the funeral.
- 17.2 Immediate Family Defined:
- For the purpose of this Article, immediate family is defined as the employee's father, mother, spouse children, step-children, grandchildren, brother, sister, grandparents, step-father, step-mother, ward, or former legal guardian. The foregoing relatives of the employee's spouse shall be considered as immediate family for the purpose of this Article.
- 17.3 Should an employee require additional time other than provided in 17.1, additional time off with pay and charged to accrued personal leave or compensatory time may be requested from the Chief of Police or his designee.
- 17.4 In the event of a death in the Employee's squad, the Employee's Section Commander, upon request by an employee, may grant up to five (5) work days off within a pay period, without loss of pay, but subject to availability by the Department to arrange and/or attend funeral services or related matters. In the event the funeral is not conducted during the aforementioned period and provided the employee used less than five (5) days of Bereavement Leave, the employee will be allowed to use the remaining balance of Bereavement Leave to attend the funeral.
- .

Article 18

STRIKES

- 18.1 The Union may not participate in a strike during the term of this contract. For the purpose of this Agreement, a "strike" means the concerted failure to report for duty; the concerted absence of employees from their positions; the concerted stoppage of work; the concerted submission of resignations; the concerted abstinence in whole or in part by any group of employees from the full and faithful performance of the duties of employment with a public employer, for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment or the rights, privileges, or obligations of public employment or participating in a deliberate and concerted course of conduct which adversely affects the services of the public employer; the concerted failure to report for work after the expiration of a collective bargaining agreement, and picketing in furtherance of work stoppage.
- 18.2 Each employee agrees that he will not, under any circumstances or for any reason, including sympathy for or support of other employees or Union, engage in a strike during the term of this Agreement. It is agreed that any violation of this Article will be grounds for discharge and such discharge will not be reviewable under the grievance procedure except on the question of whether such violation occurred.
- 18.3 The City shall have the right to discipline up to and including the discharge of any employee who participates in any strike during the term of this Agreement.
- 18.4 The officers of the Fraternal Order of Police, Orlando Lodge 25, agree that they will affirmatively work with the City to prevent or resolve any job action of any type or violations of this Article. Such activities may include, but will not be limited to, public statements and bargaining unit meetings that demonstrate the Union's non-support of such actions.

ARTICLE 19

INSURANCE

19.1 Regardless as to the plan selected by the employee, the City agrees to pay insurance contributions at the HMO plan rates in the group health insurance program as follows:

- Employee-Only – 95%
- Employee and spouse – 73%
- Employee and child(ren) – 73%
- Family coverage – 73%

The City will also allocate \$100.00 additional Flex dollars per year to help defray the cost of employee co-pay for personal physicals or medical treatment.

If the City should desire to change the current City Flex Credit Allocation matrix, or to reduce the current level of health or life insurance, the City will advise the Union in writing by September 1st each year. If the parties fail to reach negotiated agreement on these changes, the Union may submit any unresolved issues to the Orlando City Council by October 1st preceding the calendar year the change would become effective for a final resolution.

19.2 The City and Union agree that the Union may appoint two (2) members to provide input to any RFP advisory committee formed for the selection of a health care network providing service during the term of this agreement.

19.3 Employees hired before December 31, 2006 who retire with at least twenty (20) or more years of credited service and who wish to remain covered by the City's group health insurance plan shall be eligible for a City contribution equal to the individual employee only contribution currently being paid by the City for active employees. Effective January 1, 2018, retirees, their spouse, and their dependent child(ren) enrolled in the City's group health insurance plan at the time of retirement (or enrolled January 1, 2018 if already retired) may continue coverage after retirement in accordance with Plan eligibility rules. If at any point the retiree, their spouse, or their dependent child(ren) cease coverage under the City's group insurance plan for any reason at any time after retirement, they will not be permitted to re-enroll. A retiree who continues uninterrupted coverage after retirement may add a new spouse only if they marry after retirement. A retiree who continues uninterrupted coverage after retirement may add a new dependent child and an existing spouse only if the dependent child is born or adopted after retirement. The new spouse or dependent child must be added within 31 days inclusive of the date of the marriage, birth,

or adoption. Retirees eligible for a City contribution under this section are required to make timely application for Medicare. Once such retiree becomes eligible for Medicare, the City will provide health insurance coverage, secondary to Medicare, under the City's group health plan and will pay the entire cost of the individual retiree contribution for such secondary coverage unless that cost exceeds the cost of the individual contribution then currently being paid by the City for active employees (employee-only coverage), in which case the lesser of the two shall apply.

- 19.4 Employees hired on or after December 31, 2006, will not be eligible after retirement to any health insurance coverage funded by the City, nor to any City contribution toward such coverage. However, such employees may elect to continue participation in the City's group health insurance at their own expense upon retirement in accordance with the provisions stated in Section 19.3.
- 19.5 Retirees must agree to payroll deduction of health contributions from their pension checks. If the cost of the contribution exceeds the net pension payment or if the former employee/retiree is not receiving a pension directly from the City of Orlando or its agent, the retiree shall pay directly any balance due to the appropriate vendor as directed by the City of Orlando Human Resources Division. Should a contribution be more than thirty (30) days in arrears, the retiree's group coverage will automatically be terminated by the Employee Benefits Section with the retiree so notified.
- 19.6 Employees hired on or after December 31, 2006, will be eligible to receive a \$40.00 biweekly contribution by the City to the current Retirement Health Savings Program (RHSP), payable each pay period such employee renders compensated service, following completion of 90 days employment. City contributions to the RHSP shall vest 50% upon completion of ten (10) years credited pension service, 75% after completion of 15 years credited pension service and 100% upon completion of 20 years credited pension service.
- 19.7 The December 31, 2006 hire date does not apply to those granted service related disability pensions; however, all other conditions contained in Sections 19.3, 19.4 and 19.5 apply. Those retirees shall be eligible for health insurance coverage immediately upon retirement. The City shall pay 100 percent of the City's current contribution for active employees for similar individual employee only health coverage to those granted service-related disability pensions as long as the retiree continues to receive said pension unless the retiree is enrolled in another group coverage. Retirees eligible for a City contribution

under this section are required to make timely application for Medicare when eligible. Once such retiree becomes eligible for Medicare, the City will provide health insurance coverage, secondary to Medicare, under the City's group health plan and will pay the entire cost of the individual retiree contribution for such secondary coverage unless that cost exceeds the cost of the individual contribution then currently being paid by the City for active employees (employee-only coverage), in which case the lesser of the two shall apply.

- 19.8 The City agrees to provide Flexible Benefits Credits necessary to pay for life insurance equal to 100 percent and accidental death and dismemberment insurance equal to 200 percent of the employee's base salary effective at the time of the annual benefits enrollment period. Life insurance coverage payable by the City shall reduce to a three thousand dollars (\$3,000.00) death benefit immediately upon retirement. Retirees desiring additional coverage may convert to an individual policy without having to medically qualify, but will have to pay the additional premium in accordance with the terms of the then-existing group life insurance contract.

Article 20

EQUIPMENT & SHOE ALLOWANCE

- 20.1 Upon employment the Department will issue to each bargaining unit employee the equipment and clothing as shown in OPD Policy and Procedure 1903.6.

Upon subsequent assignment to a specialty unit (e.g. K-9, SWAT, Motors, Mounted, etc.), the Department will issue to each assigned employee the minimum equipment and clothing provided by standard operating procedure or applicable policy for the respective unit.

The parties may meet from time to time since equipment or clothing supply lists may need to be modified because of changes in supply availability, availability and desirability of new or alternate clothing or equipment, or changes in a particular units operations. Such informal meetings, even if they result in changes to the supply lists, shall not be deemed to be a re-opener of this agreement in any fashion.

- 20.2 The cost of maintenance of those articles on the supply list issued to the employee shall be paid by the employee. The City will replace, at its cost, such items when, at the discretion of the City, such replacement is considered necessary. The employee shall pay for the replacement of negligently damaged or lost articles in accordance with the Department's Disciplinary Policy and Procedure.
- 20.3 In the event an employee leaves the employ of the Department, the employee shall return all uniforms and safety equipment to the Department before the final paycheck will be issued.
- 20.4 Protective body armor (at the current Protective Level 2) shall be provided such that it is rated to stop current OPD issued sidearm ammunition. At the employee's option, the employee may upgrade the protective level to 3A. The City will pay the full cost of the upgrade.
- 20.5 If assigned a permanent vehicle, officers during regular duty hours, will check fluid levels by use of Cabin instrumentation, add fuel, immediately report or respond to unusual instrumentation indicators and keep the vehicle reasonably clean.
- 20.6 All employees will receive an annual shoe allowance of \$165.00 payable in the second paycheck of October each year.

Article 21

LEAVES OF ABSENCE

- 21.1 All applications for leaves of absence will be presented to the Chief of Police, whose decision will be final and binding. The Chief may approve leave either with or without pay. An employee in a non-pay status shall not accrue any benefits normally accruing when the employee was in an active pay status.
- 21.2 An employee granted a leave of absence, upon the termination and/or expiration of the leave, will normally return to the same pay grade and job classification that the employee previously occupied and receive the rate of pay currently in effect for that classification. Said employee will be immediately subject to the City's annual physical examination if the leave exceeded 30 calendar days. The individual will maintain training proficiency required of members of the bargaining unit.
- 21.3 The Labor Chairman of the Union, and any one other bargaining unit member of the Chairman's choosing, will be granted, if requested, a leave of absence with pay and benefits for the purpose of working full time for the bargaining unit. Those employees are to submit bi-weekly payroll information to OPD's Payroll Section, which shall charge the Union Pool Time Account for pay (and benefits for the second member, if any). If there is inadequate funding in the Pool Time Account, the Union will be given one month's notice to either replenish the account or this section becomes null and void.

Article 22
Reserved

Article 18

JOB CONNECTED DISABILITY

23.1 Employees shall be entitled to all rights afforded under the Florida Workers' Compensation Law. Furthermore, while on a job connected disability leave, employees shall be entitled to all benefits as described by City Policy and/or OPD Policies and Procedures.

23.2 The Interim Disability Committee will be appointed by the Chief of Police by appropriate departmental order or directive. For the purposes of leave restoration, the Interim Disability Committee's function shall be to determine whether a bargaining unit employee was injured in the line of duty and to submit these findings to the Chief of Police in accordance with the provided guidelines and current Policies and Procedures. The composition of the Committee shall consist of five (5) or seven (7) representatives of the Department.

The Chief of Police shall have the right to remove any member of the Committee that the Chief of Police has chosen. The City agrees that at least two (2) members of the Committee will be bargaining unit members chosen by the Union.

23.3 An Employee may, due to medical incapacity to perform the employee's regularly assigned job function, request a "restricted duty" assignment in accordance with Orlando Police Department Policy and Procedure.

Employees placed on restricted duty assignments shall not be eligible for pay beyond their base pay and shall not continue to receive "extra" pay as provided in this agreement, e.g., differential pay, appropriate to the shift assigned after the first full pay period so assigned. This provision shall not apply to employees injured while on-duty or in the line of duty.

23.4 The City agrees that any bargaining unit employee injured on the job shall be paid a full day's wages for the day of the accident and not be charged any leave time if the treating physician advises that the employee could not or should not return to work that day.

23.5 Employees assigned to restricted duty assignments may, at the Department's discretion, carry their weapon and ID.

23.6 Employees who are unable to perform the required duties of their rank shall apply to the Police Pension Board for a disability pension within 30 days of the occurrence of any of the following:

1. Reaching maximum medical improvement (MMI), but still unable to perform the required duties of their rank;

2. The passage of twelve calendar months following the onset of reduced or no duty status; or
3. Written notification by a physician that the employee will be permanently unable to return to full duty.

Employees who meet one of the above criteria because of a line of duty injury shall not be terminated for a period not to exceed one hundred eighty (180) days following submission of their disability pension application. Employees who meet one of the above criteria because of a non-line of duty injury will be allowed to use accrued personal leave, Sick Leave Bank time, Pool Time donations or may remain in a “leave without pay” status for a period not to exceed one hundred eighty (180) days following submission of the disability pension application. Employees who fail to apply for a disability pension within the applicable time frame listed above shall be immediately terminated.

Employees shall not be entitled to more than one such one hundred eighty (180) day grace period in any two (2) year time frame.

If the pension application is denied, and the employee requests to return to full duty within three (3) business days thereafter, a fitness for duty examination will be scheduled as soon as possible. Employees who are unable to return to full duty after the fitness examination will be terminated on the last day of the month of the fitness examination. Employees who do not request to return to full duty, or who do not submit to the fitness for duty examination, will be terminated on the last day of the month in which the final board decision was rendered. If the employee makes a subsequent application for a disability pension prior to the effective date of termination, the employee will remain in a “leave without pay” status during the pendency of that subsequent disability pension application.

ARTICLE 24

SAFETY

- 24.1 The City will provide working conditions regarding safety and health required by Federal, State and local law and department policies and procedures. The City and the Union will cooperate in the continuing objective of eliminating accidents and health hazards. A copy of any inspection performed at a City facility occupied by bargaining unit members shall be sent to the Union office.
- 24.2 Whenever an employee covered by this Agreement determines that a vehicle or other equipment is unsafe and, therefore, unfit for service because it is a hazard to himself and/or to the public, he shall immediately inform his Section Commander. If the Section Commander concurs, the unsafe vehicle or other equipment shall not be used until it has been inspected and determined safe.
- 24.3 If the unsafe equipment is a vehicle and the nature of the unsafe condition is such that it should not be driven at all, e.g., inadequate brakes, the vehicle shall be deadlined at the location where it is deemed unsafe. An employee shall not be required to deliver such an unsafe vehicle to a place of repair. However, if the nature of the unsafe condition is such that the vehicle can be driven to a place of repair by the employee without hazard to the employee or to the public, the employee shall do so. The employee's Section Commander will be notified prior to any action. The Section Commander will make the final determination as to what action will be taken.
- 24.4 No vehicle or piece of equipment deadlined shall be released from dead line until inspected and/or repaired by competent mechanical personnel.
- 24.5 Vehicle Equipment:
- Marked patrol vehicles shall be equipped with all appropriate equipment as presently furnished if in management's opinion it is needed. That need will be based on such things as availability, serviceability, cost and operational need. Prior to making any significant changes in the equipment, the Union will be consulted.
- 24.6 Each employee, shall be issued a police radio.
- 24.7 Adequate Fire Arms Training will be provided by the City at least twice annually. The training section of the Orlando Police Department will post monthly training sessions with the understanding that the schedule could be subject to change. Upon request, officers

will be provided practice ammo to be used at a City designated range and be permitted to practice on-duty, manpower permitting.

- 24.8 During the term of this agreement the City will attempt to enhance driver training techniques for new employees, to remediate those who may require special training, and expand overall vehicular safety programs. Training programs will be subject to facility and manpower availability.

Article 25

COURT TIME

- 25.1 Officers appearing in the legal process in their off duty hours on behalf of the City, resultant from exercising their lawful authority, will, when actually appearing for said process, be compensated in accordance with Article 12 of this Agreement. Compensation shall be calculated in tenths (.10) of hours for those hours or portions thereof actually present at the legal proceedings. However, in such cases, the officers will receive the equivalent of no less than three (3.0) hours straight pay or straight compensatory time. The three (3.0) hour minimum shall not apply when the court appearance is scheduled to begin within one hour of the start or one hour of the end of the employee's shift. In such circumstances, the employee's shift will be extended and the employee will be paid for hours actually worked.
- In the event of two or more legal proceedings on the same date, an employee may receive only one "three hour minimum" allocation when the proceedings are conducted within the same three hour period. If a legal proceeding begins within the same three hour period, the employee will be granted straight compensatory time or pay for those hours, or portions thereof, that exceed the original three hour allocation. Only when the subsequent legal proceeding(s) are scheduled to begin outside the "three hour minimum" time periods may employees apply for and receive an additional three hour minimum pay or compensatory time allocation.
- 25.2 Officers who are subpoenaed by defense attorneys (Public Defender) for deposition shall be compensated in accordance with Article 25.1.
- 25.3 Employees shall be allowed to keep any subpoena fees legally due them.
- 25.4 Employees must have the Assistant State Attorney or Officer of the Court, sign and place the actual time on the appearing certification form or other appropriate form, for documentary purposes. This document will be required when applying for compensatory time or pay.
- 25.5 Employees who receive a standby court subpoena or a standby Departmental order to appear for traffic court shall receive compensatory time for each subpoena. Day shift employees shall receive three tenths (3/10) of one hour, evening shall receive four-tenths (4/10) of one hour, night shift employees shall receive six-tenths (6/10) of one hour of compensatory time for each subpoena. This compensatory time shall not be considered as time worked for the purpose of overtime calculations. Employees shall receive up to six

(6) hours for multiple subpoenas with the same defendant during the same workweek.

(For purposes of this section, a subpoena will be considered any document titled as "Subpoena" or any other document requiring a specific standby period of time such as a "Court Notification" or State Attorney communication requiring the employee to be on call. A "Standby Notification" is generally a reminder of the original subpoena, as described above, and not subject to compensation. However, when a "Standby Notification" date falls outside the period indicated on the original subpoena, the "Standby Notification" shall be considered a subpoena subject to compensation.)

25.6 It is a concern that employees get adequate rest between shifts. An employee shall be excused from working consecutive midnight shifts when they actually attend a court proceeding lasting at least six (6) hours in between scheduled midnight shifts. In order to qualify to be excused from work, the following requirements must be met:

1. Work a full midnight shift (at least 8 hours);
2. Attend a court proceeding for at least 6 hours;
3. Use Personal Leave or Compensatory Time to make up the difference between the time spent in court and the number of scheduled hours of the subsequent midnight shift; and,
4. Employee notify their supervisor via email, text, department issued cell phone, (not voicemail message) or some other documentable method at least two (2) hours prior to the employee's reporting time for the shift they will be excused from working.

For the purpose of this section a midnight shift will be defined as any shift that is regularly scheduled to end no earlier than 0400 hours.

25.7 Any other changes to the current subpoena, court or stand-by processes shall require the City to bargain with the Union over such changes.

ARTICLE 26

BLOOD BANK

- 26.1 Supervisors may, if work schedules permit, allow employees on duty to participate in the Union Blood Bank Program, or City-sponsored Blood Bank Program, by excusing them to donate blood at the end of the work shift. Such early release will not be prior to two (2) hours before the shift's end (four (4) hours for pheresis donors). Employees are encouraged to donate blood regularly to these blood banks. Employees who donate blood to the Union or City-sponsored Bank Program in an off duty capacity shall be granted, upon submission of documentation satisfactory to the Department, four (4) hours of compensatory time for pheresis donations.
- 26.2 In the event of an emergency request for blood donations, bargaining unit employees may donate blood for this purpose and if necessary, may request an additional one (1) hour time off with pay.
- 26.3 The time used for purposes of donating blood will be paid at the straight time rate of pay and will not be considered as time worked for purposes of overtime compensation.

ARTICLE 27
RESIDENCY REQUIREMENTS

- 27.1 All employees hired after October 1, 2005 must reside within thirty-five (35) mile radius of the intersection of Central Boulevard and Orange Avenue, Orlando, Florida 32801. Those hired prior to that date shall live within thirty-five (35) miles or 45 minutes of that intersection.

ARTICLE 28

DEFENSE & INDEMNITY

Where the City may legally do so, the City shall furnish to members covered by this Agreement benefit of legal defense and indemnity in accordance with Florida State Statute 768.28 (5) and (9). No employee or agent of the City shall be held personally liable in tort for any injuries or damages suffered as a result of any act, event or omission of action in the scope of his employment or function, unless such employee or agent acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, public safety or property.

Article 29

BULLETIN BOARDS/COMMUNICATION

- 29.1 The City will furnish the Union with access to a pager/cell phone text group within the City communications system. The Union shall designate contact numbers that the City shall include in the pager/cell phone text group.
- 29.2 A copy of all materials to be distributed to the general membership as specified shall be forwarded to the Police Labor Advisor at the time of distribution or posting by the Union.
- 29.3 The Union shall not post any materials that are obscene, defamatory, impair the operation of the Department, or which constitute political campaign material other than internal Union campaign materials.
- 29.4 The Union shall be allowed to distribute literature and materials to bargaining unit personnel through the employee's informational boxes or bulked mail using the City's internal mail system or via officers Department E-mail. Off-duty personnel or those utilizing Union Pool Time will perform this distribution.
- 29.5 With thirty (30) day advanced written notice and no more often than quarterly the City will make available the auditorium in the Police Department Headquarters for the Union to meet with members for the purpose of the dissemination of Union information.

ARTICLE 30

SENIORITY & LAYOFF

30.1 Seniority for the purpose of this Agreement is defined as follows:

A. Classification Seniority

Shall refer to service time as a police officer or as a police sergeant. Classification seniority is defined as the total prior credited pensionable service as a Police Civil Service Employee within each respective rank, dating from the employee's appointment to that rank.

B. Departmental Seniority

Shall be defined as total prior credited service as a Police Civil Service employee and will be equal to the employee's total length of service as a sworn employee of the City of Orlando.

Should a separated bargaining unit employee subsequently return to City employment and have prior credited pensionable service or purchase past service for pension purposes, the employee's seniority date shall be adjusted to reflect this past service.

30.2 Seniority will continue to accrue during all types of leave except for leave of absence without pay. Leave of absence without pay shall cause the seniority date to be adjusted. Service time not credited by virtue of not being in a pay status may be purchased in accordance with provisions of the Orlando Police Pension Plan.

30.3 Classification Seniority shall be used for the purpose of layoff and recall and vacation preference. Classification Seniority will be considered as a factor when transferring employees. Classification Seniority shall be the deciding factor in any preference all other factors being equal.

30.4 Layoff

A. In the event of a layoff for any reason, employees shall be laid off in the inverse order of their Classification Seniority. Any employee who is to be laid off who had advanced to the laid off employee's present classification from a lower classification in which the laid off employee held a permanent appointment shall be given the opportunity to accept a demotion and to displace a less senior employee in the lower classification, so long as the laid off employee displaces an

employee with less Departmental Seniority.

- B. Employees in layoff status will retain classification recall rights for twenty-four (24) months and shall be rehired before any new-hires are made. Furthermore, said laid-off employee shall be returned to the employee's prior classification before any promotions are made to that rank other than the restoration of those who are demoted.
- C. Employees who are demoted in rank as a result of a departmental layoff shall be reinstated to the higher rank which they held in the order of Classification Seniority, i.e. the employee with the greatest amount of time in the classification previously held will be reinstated to that rank first. This provision shall be for a period of twenty-four (24) months from the date of demotion, as positions in the higher classification become available. These employees shall have preference over employees on promotional lists, but must be in good standing.
- D. Veteran's Preference – For the purposes of layoff and recall, but not for the purposes of vacation scheduling or for determining credited pensionable service, seniority shall be augmented by 1.25 years (456 days) for those employees who qualify under Section 295.07, Florida Statutes, as amended, for preference in employment retention and by an incremental 1.25 years (456 days) for those employees who qualify as disabled veterans under Section 295.07, Florida Statutes, as amended. It is the responsibility of preference eligible employees to ensure that their personnel files properly reflect their status.

30.5 Recall & Classification Reinstatement

- A. Recall will be made by certified mail to the last address in the employee's record, along with any address on file with the Union. The employee must, within seven (7) days of the certified receipt date, signify an intention of returning to work to Civil Service and the Office of the Chief of Police. Said employee must return within thirty (30) calendar days of receiving the notice.
- B. An employee, when offered recall, and who is temporarily unable to accept due to medical reasons after notifying the Department of an intention of returning shall be granted, if necessary, up to ninety (90) days to return to employment without loss of seniority rights.
- C. When employees are recalled from layoff, the employees shall be recalled in order

of their Classification Seniority for the Classification being recalled; the laid off employees with the greatest credited service will be recalled first.

- D. An employee who returns from layoff to a job classification covered by this Agreement shall receive the current rate of pay for the pay grade held at the time of lay off. No service is credited during a lay off period or other break in service unless otherwise protected by law

30.6 Those returning from layoffs or from another break in service will be placed in the current rate of pay for their prior pay step upon successful completion of a return to work physical, psychological exam, polygraph, and background check as required by the City and may be required to receive remedial training as determined by the Department.

30.7 Employees shall permanently lose access to their previously credited service as a result of the following:

- A. Break in service exceeding two years (except for legally protected absence due to Military Leave or for Pension Purposes only as required by State Statute)

- B. Retirement

30.8 Police reserve officers shall not be used to replace laid off, full time police officers, except during a civil or natural emergency. In the event of a layoff, the amount of Police Reserve Officer hours worked shall not increase significantly except for any hours volunteered by laid off employees.

30.9 The City will allow laid off Officers access to any training offered necessary to maintain certification, on a space available basis. Training hours will be unpaid.

30.10 Laid off employees shall receive a minimum of one (1) month severance pay.

30.11 Patrol/ Transfer Request List

As of the date of this agreement, Patrol is defined as program numbers 678 (Downtown Community Policing Division), 691 (North Patrol Division), 692 (East Patrol Division), 693 West Patrol Division. Such definitions may be subsequently amended to reflect Patrol Divisions during the term of this agreement. The Patrol Transfer List will not be used to select members to transfer into the Airport Division. (program number 683) or Patrol Divisions. Members will be able to apply to the Patrol Transfer list only if they are currently in a Patrol Division or as soon as they are notified that they are being transferred to a Patrol Division. This article does not apply to transfers into Patrol TAC, NPU, Downtown

Bikes, or the International Drive Team.

A transfer request list will be created, maintained and posted. The list will be maintained and continually updated by the OPD designated Administrative Assistant and contain at least the following information:

- Name, Rank & Employee #
- Departmental Seniority Date (Date of Hire)
- Classification Seniority Date (Date of Rank)
- Current Assignment Date (Date of most recent transfer into Patrol Bureau/Special Services Bureau)
- Sex/Race
- FTO Y/ N
- MPO Y/ N

Selection Criteria:

Officers will be transferred according to the following criteria, including tiebreakers:

1. Departmental Seniority Date
2. Current Assignment Date (tiebreaker #1)
3. Cumulative time assigned to Patrol/Airport (including Field Training) since Date of Hire (tiebreaker #2)

Sergeants will be transferred according to the following priorities, including tiebreakers

1. Classification Seniority Date
2. Departmental Seniority Date (tiebreaker #1)
3. Current Assignment Date (tiebreaker #2)
4. Cumulative time assigned to Patrol/Airport (including Field Training) since Date of Hire (tiebreaker #3)

If there are vacancies, all pending requests will be addressed prior to recruit assignment or placement of officers and sergeants returning to Patrol from another division.

In the event of an unforeseen life altering event or hostile work environment as determined

by the Chief of Police (or designee) or as otherwise may be required under law, exceptions may be made. Additionally, all management rights in Article 2 would apply as it relates to the need for diversity and veteran officers on each shift.

30.12 International Airport Division Patrol Transfer Request List (herein referred to as "Airport Patrol Transfer Request List")

As of the date of this agreement, Airport Patrol is defined as program number 683. Such definition may be subsequently amended to reflect the Airport Division during the term of this agreement. The Airport Patrol Transfer List will not be used to select members to transfer into the Airport Division. Members will be able to apply to the Airport Patrol Transfer List only if they are currently in the International Airport Division or as soon as they are notified that they are being transferred to the International Airport Division. This article does not apply to transfers within the International Airport Division such as Airport CID or Airport TAC.

An Airport Patrol Transfer request list will be created, maintained, and posted. The list will be maintained and continually updated by the OPD designated Administrative Assistant and contain at least the following information:

- Name, Rank & Employee #
- Departmental Seniority Date (Date of Hire)
- Classification Seniority Date (Date of Rank)
- Current Assignment Date (Date of most recent transfer into International Airport Division)
- Sex/Race
- FTO Y/N
- MPO Y/N

Officers will be transferred according to the following priorities, including tie breakers:

1. Departmental Seniority Date
2. Current Assignment Date (tiebreaker #1)
3. Cumulative time assigned to Patrol (including Field Training) since Date of Hire (tiebreaker #2)

Sergeants will be transferred according to the following priorities, including tiebreakers:

1. Classification Seniority Date

2. Departmental Seniority Date (tiebreaker #1)
3. Current Assignment Date (tiebreaker #2)
4. Cumulative time assigned to Patrol (including Field Training) since Date of Hire (tiebreaker #3)

If there are vacancies, all pending requests will be addressed prior to recruit assignment or placement of officers and sergeants returning to airport from another division.

In the event of an unforeseen life altering event or hostile work environment as determined by the Chief of Police (or designee) or as otherwise may be required under law, exceptions may be made. Additionally, all management rights in Article 2 would apply as it relates to the need for diversity and veteran officers on each shift.

Article 31

DUES DEDUCTIONS

- 31.1 The City agrees that upon receipt of a voluntary written individual notice for any bargaining unit employee on the form shown in Appendix C of this agreement, or any other form agreed to thereafter, the City shall deduct from the pay due such employee his Union dues and/or charges for other legally permissible Union activities. Such authorization may be revoked by said employee only after the employee serves a written notice to the Union of the employee's intentions. Said notice to be on the same form as above. Within seventy-two (72) hours, the Union will initial, copy and forward the stop dues payments form indicating the date received by the Union, to the Labor Relations Official. Thirty (30) days after receipt by the Union of the form, the City shall stop withholding Union dues from the employee.
- 31.2 Dues shall be deducted each designated pay period and those monies shall be remitted to the Union thereafter. No deduction shall be made from the pay of an employee for any payroll period in which the employee's net earnings for the payroll period, after tax deductions, are less than the amount of dues to be checked off.
- 31.3 The Union agrees to save and hold the City harmless from any and all suits, claims or judgments arising because of City's compliance with the provisions of this article.
- 31.4 The Union will initially notify the City as to the amount of such payroll deduction. Such notification will be to the City, in writing, over the signature of a representative of the Union. Thereafter, unless the Union notifies the City in writing of any change thereto the annual dues shall remain at the aforementioned rate. Changes in the payroll deduction amount will be similarly certified to the City and shall be done thirty (30) days in advance of the effective date of such change. Dues shall be deducted in bi-weekly installments at the rate of 1/26 of the annual rate for each year of this Agreement.
- 31.5 Union dues may be composed of the dues here-in-above specified and up to three (3) additional categories of deductions, each of which must be authorized by the Union and approved for deduction in writing by the employee.

Article 32

WELLNESS & FITNESS

- 32.1 The OPD Training Unit will offer a Physical Abilities Test (PAT) developed by the Florida Department of Law Enforcement (FDLE) to all bargaining unit members of the department. The PAT is a job simulation test that measures some of the essential physical abilities required to perform criminal justice tasks in the State of Florida. The (PAT) will be a voluntary fitness test that must occur when the member is not on department time.
- 32.2 For participating in the (PAT), members will be eligible for Personal Leave awards. Members who receive a passing score on the (PAT) will receive 12 hours of Personal Leave time.
- 32.3 The PAT will be administered by the OPD's In-Service Training Unit or persons otherwise designated by the Chief of Police.
- 32.4 PAT testing will be administered to members each calendar year during scheduled slots on a first come first served basis. The test will be offered to the members on a quarterly basis. There will be two testing dates each quarter scheduled to try and accommodate all shifts. Testing dates will be announced by Special Notice approximately 30 days prior to the test.
- 32.5 Members who fail the (PAT), will be allowed to retake the test on a future testing date.
- 32.6 The (PAT) must be completed in 6 minutes and 4 seconds to receive a passing score. The City agrees to purchase any equipment it deems reasonably needed to fulfill the obligations of this article.

32.7 The PAT Test and passing score may be amended by the FDLE. A copy of the PAT components in effect will be issued to each member at the time the PAT is scheduled.

ARTICLE 33

JOB DESCRIPTIONS

Current job descriptions for bargaining unit classifications shall not be unreasonably altered during the term of the Agreement. It is not the intent of the City to use police personnel in other than a law enforcement mission. A copy of all current and subsequently amended job descriptions shall be furnished to the Union.

Article 34

PUBLICATION OF AGREEMENT

The City will expeditiously furnish to the Union a copy of this Agreement for review and comment regarding formatting prior to publication. Upon completion of such review, the City will furnish to the Union an electronic copy via e-mail. Within five (5) business days of the Agreement's final approval, the City will post the final Agreement on the City's Intranet site and advise each member via email of the Agreement's availability on the site.

The City shall provide an electronic copy of this Agreement to the Union in an editable format.

ARTICLE 35

EDUCATIONAL REIMBURSEMENT

- 35.1 Employees are encouraged to attend institutions of higher learning. Employees who are attending college may be allowed to attend classes while in a pay status by using Personal Leave, compensatory time, or adjusted work hours workload permitting, and with Section Commander's approval.
- 35.2 Reimbursement for educational expenses will be in accordance with all provisions of the City's Policy and Procedures 808.17. The maximum reimbursement shall be one thousand eight hundred (\$1,800.00) dollars per person per year.

Article 36

UNION BUSINESS

- 36.1 The Union pool time account may be used at the discretion of the Union for time off to conduct official Union business. Requests for such time off shall not be unreasonably denied.
- 36.2 Charges against the Union pool time account, as provided in this article shall only be made when approved in writing by the President, Chairman, and/or Secretary-Treasurer of the Union. Union pool time shall not be used for time spent in campaign activities in support of any candidate for public office.
- 36.3 Deductions from the Union pool time account will be recorded as dollars out, according to the base hourly rate of the employee withdrawing from the pool.
- 36.4 Should a bargaining unit member experience a devastating illness or injury and have no other available paid leave time available, that member shall be permitted to use the Union pool time account for other than official Union business, but only under the following circumstances and conditions:
- A. A member must be a permanent, full-time employee of the Police Department for at least three (3) months.
 - B. The employee must be a member of OPD Sick Leave Bank and have received the maximum sick leave grant. All other paid leave options (Personal Time, Compensatory Time, Sick Leave, Advanced Sick Leave, etc.) must be exhausted.
 - C. Union pool time, in conjunction with any other benefit (e.g., Workers' Compensation), shall not exceed 100 percent of the member's gross pay within a pay period, and is payable to a maximum of 1,040 work hours.
- 36.5 In December each year and upon written request, the Union may request a withdrawal from the Union pool time account to be paid directly to the Union for Union business provided, however, a balance of at least \$5,000 must remain in the account , which shall be paid by the following January 15th.

Article 37

MEDICAL SERVICES

- 37.1 The City will continue to provide treatment for job related injuries or illnesses, fitness for duty physicals as requested by management, drug testing as provided under this agreement, and any tests that are required by law.
- 37.2 The City and the Union agree to abide by the State of Florida's Drug Free Workplace requirements and to an Employee Drug Screening Program. The method and procedure for the drug screening shall be as encompassed in the Orlando Police Department's Policy and Procedure #1605.1. Any changes to the policy must be bargained with the Union. No test of any controlled substance, as defined in Chapter 893, Florida Statutes, shall be performed except under the provisions of the Employee Drug Screening Policy and Procedure. Furthermore, employees may be subject to one random drug screening any 12 month rolling period. Additionally:
- The selection must be truly random.
 - There will be no scheduled annual testing.
 - Testing must be conducted during employee's normal work shift.
 - Collection must be at a site that has the capability to provide proper chain of custody specimen collection for a laboratory certified by the National Institute on Drug Abuse (NIDA).
 - OPD may also conduct reasonable suspicion testing and upon transfer in or out of drug related units.

The costs of all such tests shall be borne by the City. The parties agree that the policy will be from time to time amended to incorporate the statutory drugs to be screened and testing thresholds. The Department's Policy and Procedure, Employee Drug Screening, shall not otherwise be modified for bargaining unit members without negotiation of the changes.

- 37.3 No smoking or use of tobacco products will be permitted in the Orlando Police Department Headquarters, in any other interior Orlando Police Department work area, or in any City vehicle.
- 37.4 If the City's Occupational Health provider finds it necessary to refer an on-the-job injury or illness to an outside physician or medical treatment facility, the injured employee will have

the discretion of choosing from an approved list of physicians or treatment centers as provided by the City. No employee shall be coerced by the employer or his representative in the selection of a physician. This section shall in no way alter present policy related to the Authorization for Treatment Report Form 36-99.

- 37.5 Any employee absent from work in excess of thirty (30) calendar days due to Layoff, Leave of Absence, Relief of Duty, Reinstatement following disciplinary action, etc., shall be required to successfully complete a return-to-work physical administered by the City.
- 37.6 Any employee absent from work in excess of sixty (60) calendar days due to Layoff, Leave of Absence, Relief of Duty, Reinstatement following disciplinary action, etc., shall be required to successfully complete a return-to-work psychological administered by the City.

Article 38

GENERAL PROVISIONS

- 38.1 All Policies and Procedures governing the employees shall be issued to or accessible by each employee.
- 38.2 OPD will provide the Union with anticipated adjustments to, amendments of, and new Policies and Procedures in order that the Union may give comments and/or recommendations on the subject matter. The Union will return its response to the Planning and Research Section within ten (10) business days (Monday through Friday) from the date submitted unless an extension is mutually agreed upon by the OPD Labor Advisor and the Union. The Chief will give serious consideration to the Union's comments and/or recommendations. This provision shall not be construed as waiving the City's obligation to negotiate all changes in wages, salaries, hours, and terms and conditions of employment that are subject to mandatory collective bargaining.
- 38.3 The City agrees that an employee shall have the right to include in the employee's official personnel record a written and signed refutation (including signed witness statements) of any material the employee considers to be detrimental.
- 38.4 Pay Adjustments
- The City agrees that an employee shall be entitled to recover in full, as soon as possible, and without penalty to the City, funds due him by reason of errors in the implementation or administration of this agreement and other applicable regulations affecting pay. It is also agreed that over-payment to employees will be adjusted by the City in the same increments as they were received. If the City owes an adjustment in excess of one hundred (\$100) dollars, the City will, upon request, issue an emergency check for the affected employee.
- 38.5 Employees will not be required to use their private vehicles in the performance of assigned duties unless an emergency exists (Article 38.7). The City agrees to compensate officers for the use of their personal vehicles in accordance with the maximum amount then allowed by IRS Regulations.
- 38.6 Sufficient free parking spaces shall be available at the Orlando Police Headquarters Building the Orlando International Airport, and any sub-stations.
- 38.7 If, in the sole discretion of the Mayor, or in the Mayor's absence the city official so

designated by law to act in the Mayor's absence, it is determined that civil emergency conditions exist, including but not limited to riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the Mayor during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

ARTICLE 39
SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by a court of competent jurisdiction or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect. The parties shall enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

Article 40

LOCKER ROOM \ FACILITIES \ ASSETS

- 40.1 The City agrees to maintain locker room and exercise facilities for bargaining unit employees in a clean and sanitized condition within the current designated space. The City agrees to plan and arrange for a locker room and workout facility comparable to the current facility if the Police Department is relocated.
- 40.2 Said locker room facilities shall consist of but not be limited to:
- A. Full Size Lockers as currently provided (half lockers for those assigned vehicles which accommodate issued equipment).
 - B. Showers
 - C. Soap
- 40.3 The City has the right to inspect locker facilities and any City assets at any time upon reasonable suspicion that the employee has engaged in workplace misconduct. The City will be financially responsible for reimbursing an employee for loss or destruction of property by an agent or employee of the City during said inspection, excluding the locking device if the employee was given the opportunity to open said locker.

Article 41

PROMOTIONS

- 41.1 The purpose of this article is to establish a fair and impartial procedure to select qualified individuals for promotion.
- 41.2 After a period of one (1) year from date of appointment, those Probationary Police Officers who are in good standing with the Department shall be promoted to the rank of permanent Police Officer. Promotion shall occur the later of: a period of one year after appointment as a Probationary Police Officer or upon finishing a six (6) month period of service that is not restricted according to currently existing Department policy (see AD-4B, AD-49 or as otherwise may be referenced) following completion of the Field Training Program if the training was delayed for reasons other than FTO availability. Should a Probationary Police Officer successfully complete probation later than one year after appointment, the employee's rank date and pay increases will be retroactive to that first year anniversary.
- 41.3 Permanent Police Officers with at least four (4) years of total service with the Department as of the day(s) testing commences will be eligible to compete in any subsequent Promotional Sergeant test administered by the City.
- 41.4 After a period of one year from date of appointment, those Probationary Police Sergeants who have completed the CJSTC Certified Training Course entitled "Line Supervision" and are in good standing with the Department shall be promoted upon the written endorsement of their Lieutenant or higher rank in their chain of command to the rank of Permanent Sergeant.
- 41.5 A Probationary Police Sergeant who is in a restricted duty capacity, will be eligible to advance to Permanent Sergeant on their rank anniversary date provided the following requirements are met:
- A. Days worked in restricted duty and/or full duty total the minimum 1440 hours on the job performance.
 - B. All other good standing requirements are met.
 - C. Those who are unable to work due to a job related injury may at the sole discretion of the Chief of Police be determined to be in good standing irrespective of other provisions of this Article.
 - D. Completion of CJSTC certified training course entitled "Line Supervision".
- 41.6 The criteria for "good standing" with the Police Department shall be as follows:
- A. No evaluation grade of "below standards" for any dimension on the performance appraisal preceding appointment to the higher rank.

- B. No more than three separate INOIs leading to sustained disciplinary violations or any number of discipline(s) that result in suspensions totaling more than thirty-two (32) working hours (served or forfeited), or any demotion, within twelve months prior to the date of the appointment to the higher rank.

Disciplinary requirement - one year from the initiation date for number of INOIs or hours of suspension of the INOI, which prevents the employee from being considered in good standing in accordance with Article 41.5. For demotions of ninety (90) days or less, an employee will not be eligible for promotion for six (6) months from the ending date of the employee's demotion. For demotions of ninety (90) days or more, an employee will not be eligible for promotion for one (1) year from the ending date of the employee's demotion. INOIs that are pending, prior to certification, must be finalized before certification can be completed.

- 41.7 The City will administer a job-related examination for the rank of Probationary Police Sergeant biennially.
- 41.8 In the event the current promotional eligibility list will be exhausted prior to expiration of the biennial period, an examination will be administered up to 120 days before the date the current promotional eligibility list is expected to be exhausted and the following terms shall apply:
 - A. a new biennial cycle will begin as of the examination date:
 - B. Police Officers who would have accumulated at least four (4) years of total service with the Department two years subsequent to the date the previous biennial test was administered will be eligible to compete in the examination (however, no employee will be eligible for addition to the promotional eligibility list without having actually completed four (4) years total service);
 - C. No candidate who participates in the examination will be:
 - 1. eligible for addition to the promotional eligibility list until such time as the current list has been in effect for a period of twenty-four (24) months or until the current list is exhausted, whichever occurs first;
 - 2. removed from the current promotional eligibility list, if on the current list, based upon a test score from this examination.
- At least two (2) Sergeants who are members of the bargaining unit will be selected by the Department to assist in the review of the test material.
- 41.9 The City, not less than ninety (90) days prior to the examination, shall announce the following:

- A. The date of the examination, eligibility requirements and cut-off date for sign-up.
- B. Reference and sources from which examination questions are drawn. A Master Set of source materials will be available for review at OPD Headquarters. All questions may not come from a specific book but may be developed from normal job-related experiences. The City will provide for the electronic distribution of source material that is available in this format and provide an electronic copy of the current Civil Service Code.
- C. The exam components, which will consist of:
 - a) a written test comprised of between 90 and 100 multiple choice questions with a verifiable answer from the source material. The source material shall include a reasonable amount of material, to be determined by the Chief of Police from Department Policies, State Statutes, City Ordinances, Department Regulations, Training Bulletins and written directives.
- D. The challenge process for exam questions and the appeals process for Civil Service.

41.10 A multiple-choice written test will be administered. Each question of the multiple-choice written test will have equal value. For each written exam question there will be only one correct answer. If any question is determined to have multiple answers, said question will be deemed invalid. Any question determined during any challenge procedure to have more than one possible correct answer will be deleted from final scoring. Final scoring will be determined on the basis of the number of correct answers divided by the total number of questions surviving any challenge procedure. Promotional candidates who achieve a score at or above 70 percent on the written test shall be eligible for promotion.

A digital timing device visible to all candidates shall be used during the written test.

Candidates on the promotional list are qualified for promotion provided they are in good standing with the department and meet necessary service requirements at the time of promotion. Successful candidates will remain on the promotional list for forty-eight (48) months. If a successful candidate retakes the written test while on the promotional list and fails the written test, that candidate will be removed from the promotional list. The list will update each time the promotional test is given (every two (2) years), adding the new names of members who achieved a passing score on the written test.

In making promotions, the City will select from the candidates on the promotion list.

41.12 If City Council formally adopts an Affirmative Action Plan with relevant goals and

objectives for the Police Department, that is not compatible with Article 41, Sections 10 and 11, this entire Article may be subject to immediate renegotiation at the request of either party.

- 41.13 The actual promotion of one individual over another in any promotion shall not be subject to the grievance procedure.
- 41.14 All members who are eligible to take the Sergeant's Promotional Exam as set forth in this article who are assigned to military duty at the time of the test, must contact the Testing Section of the Human Resources Division at least thirty (30) calendar days prior to the test date. It is the responsibility of the activated employee to provide the City's Employment, Assessment & Development Manager with the name and contact information of the employee's Commanding Officer a minimum of thirty (30) days prior to the scheduled date of the exam. The City's Employment, Assessment & Development Manager will work with the employee's Commanding Officer to coordinate administration of the exam at a location acceptable to both the City and the employee's Commanding Officer. If at all possible, the test will be administered on the same date and time in the remote location as it is administered locally. If that is not possible, other times for remote administration may be considered at the discretion of the City. It is the responsibility of the employee to obtain the necessary study materials to prepare for the exam.
- 41.15 When the Chief of Police determines that a vacancy in the rank of Sergeant is to be filled, the position shall be filled within twenty (20) calendar days from such determination. Evidence of a vacancy shall be the continued funding of that position. Evidence of an intention to delete a position will be the submission of intent to delete to the Budget Review Committee within thirty (30) calendar days from vacancy.
- If there exists an opening to the rank of Probationary Sergeant and a Police Officer becomes ineligible for promotion due to a pending and unresolved discipline inquiry, the filling of the Sergeant's position may be extended beyond twenty (20) days to allow the completion of the investigation. Said extension and investigation shall not exceed sixty (60) calendar days.
- 41.16 The eligibility lists created by this Agreement, upon certification by the Civil Service Board, shall be the only lists of eligible candidates for promotion to the position of Police Sergeant. These lists shall be posted on official departmental bulletin boards for a period of not less than thirty (30) calendar days.
- 41.17 Eligible members shall submit a "promotional packet" with the information requested as designated by the Chief of Police

41.18 A review of multiple-choice promotional test results will be conducted. Written challenges to the appropriateness of questions and answers will be accepted and resolved prior to the finalization of test scores and their submission to the Civil Service Board. The Union shall have the right to appoint an observer to attend the test review(s) at the time written challenges are heard. Such observer shall be:

- A. An individual unrelated in any manner to a candidate who took the test and who himself or herself is either ineligible to sit for any subsequent Sergeant's Promotional Exam or agrees to recuse himself or herself from such eligibility;
- B. Permitted to take handwritten notes, which shall be limited to test procedure only and shall include no reference to any test question or to the voting of individual committee members;
- C. Required to sign a confidentially agreement prohibiting discussion of test questions and/or test content and/or the voting of individual committee members.

Any notes made by the observer will be turned over to the test administrator prior to the observer leaving the test review site for any reason. Upon completion of the test review, the test administrator shall review the notes for compliance (i.e., to assure that they include no reference to test questions or voting of individual members). If in compliance, the test administrator shall immediately make a copy of the notes, retaining the copy and returning the original to the observer. In the event of non-compliance, the test administrator shall retain the original notes. Within three days thereafter, the original shall be returned to the observer with any reference to test questions or the voting of individual struck through or otherwise deleted.

ARTICLE 42

PREVAILING RIGHTS

All terms and conditions of employment which apply throughout the Department to members of the bargaining unit on the effective date of this agreement and which are not specifically referred to in this agreement shall not be changed by the City without affording the Union an opportunity to negotiate such change, provided, however, that nothing contained herein shall limit the City's rights under Article 2 of this agreement.

ARTICLE 43

PAY PLAN

43.1 Officers

1. From the effective date of this Agreement through its expiration date, Officers in good standing pursuant to Article 41.6 will advance within Grades 1-11 as set forth in the chart below on their rank anniversary date. They will remain at the pay they attained on the expiration date of this Agreement with no additional advance in grade, unless and until a new Collective Bargaining Agreement provides for a further raise.
2. Officers in good standing already at Grade 11 prior to October 1, 2016 will receive the following:
 - a. movement to the new Grade 11 minimum as set forth in the chart below effective September 25, 2016 (which includes \$1,644 in previous day shift differential);
 - b. a two and one half percent (2 ½ %) adjustment to their base rate of pay after movement to the new Grade 11 minimum set forth in the chart below effective September 25, 2016; and
 - c. a one-time lump sum transition payment of \$1,000 which will not be added to their base rate of pay, but considered as pensionable income.
3. Officers in good standing who are already above Grade 11 prior to October 1, 2016 will receive the following:
 - a. movement to two percent (2%) above the minimum of new grade 11 (which includes \$1,644 in previous day shift differential) as set forth in the chart below, effective September 25, 2016;
 - b. a two and one half (2 ½ %) adjustment to their base rate of pay effective September 25, 2016 and;
 - c. a one-time lump sum transition payment of \$1,000 which will not be added to their base rate of pay, but considered as pensionable income.
4. Effective September 24, 2017 and again on September 23, 2018, Officers at or above Grade 11 will receive a 2.5% increase to base pay.

	Annual Pay Scale Effective 9/25/2016
Grade	
1	\$48,276.80
2	\$51,646.40
3	\$55,182.40
4	\$57,324.80
5	\$59,612.80
6	\$62,004.80
7	\$64,480.00
8	\$67,059.20
9	\$69,742.40
10	\$72,529.60
11	\$75,420.80 - \$81,219.95

Sergeants

1. From the effective date of this Agreement through its expiration date, Sergeants in good standing pursuant to Article 41.6 will advance within Grades 23-27 as set forth in the chart below on their rank anniversary date. They will remain at the pay they attained on the expiration date of this Agreement with no additional advance in grade, unless and until a new Collective Bargaining Agreement provides for a further raise.
2. Sergeants in good standing already at grade 26 prior to October 1, 2016, will receive the following:
 - a. movement to the new Grade 27 minimum as set forth in the chart below effective September 25, 2016 (which includes \$1,764 in previous day shift differential);
 - b. a two and one half (2 ½ %) adjustment to their base rate of pay after movement to the new Grade 27 minimum set forth in the chart below effective September 25, 2016; and
 - c. a one-time lump sum transition payment of \$300 which will not be added to their base rate of pay but considered as pensionable income.
3. Sergeants in good standing already above grade 26 prior to October 1, 2016, will receive the following:

- a. movement to two percent (2%) above the minimum of new Grade 27 (which includes \$1,764 in previous day shift differential) as set forth in the chart below effective September 25, 2016;
 - b. a two and one half (2 ½ %) increase to their base rate of pay effective September 25, 2016; and
 - c. a one-time lump sum transition payment of \$300 which will not be added to their base rate of pay but considered as pensionable income.
4. Effective September 24, 2017 and again on September 23, 2018, Sergeants at or above Grade 27 will receive a 2.5% increase in base pay.

Annual Pay Scale Effective 9/25/2016	
Grade	
23	\$74,630.40
24	\$77,604.80
25	\$80,704.00
26	\$83,928.00
27	\$87,276.80 - \$93,987.57

Promotion Steps from Officer to Sergeant

Officers promoting to Sergeant during the life of this Agreement will be placed in the appropriate Sergeant Grades as follows:

- a. Grade 23 Promotional Step for Grade 9 and below
- b. Grade 24 Promotional Step for Grade 10
- c. Grade 25 Promotional Step for Grade 11
- d. Grade 26 Promotional Step for Master Police Officer

Officers promoted to Sergeant who are making above the minimum for Grade 11 as an Officer will be promoted into the Sergeant Grade that gives them a minimum 7% increase in base pay.

- 43.2 Bargaining unit employees who are permanently assigned as Field Training Officers (FTO) shall be compensated at the rate of thirty-six dollars (\$36.00) per day for each day they perform the duties of a Field Training Officer. Bargaining unit employees who are permanently assigned as Field Training Officer Supervisors (Sergeants) shall be

compensated at the rate of thirty-six dollars (\$36.00) per day for each day they perform the duties of a Field Training Officer Supervisor (Sergeant). This compensation shall be paid on a biweekly basis.

- 43.3 For the non-pension related provisions of this agreement, base hourly wages shall equal the current appropriate base annual salary in the Pay Plan schedule Uniformed Police Officer Compensation, divided by 2080, rounded to the nearest whole cent.
- 43.4 As of the ratification of this Agreement in fiscal year 2016 / 17, the day shift differential provided in previous collective bargaining agreements has been added to and is now included as part of bargaining unit member's salary. For the life of this Agreement, the City agrees to supplement those bargaining unit employees who are permanently assigned to an evening or midnight shift with a monthly differential as follows:

Officers	Differential
Evening Shift	\$28
Midnight Shift	\$60

Sergeants	Differential
Evening Shift	\$28
Midnight Shift	\$61

This differential will apply to the employee's primary shift assignment and shall be paid in equal bi-weekly amounts. Midnight Shift is defined as having at least one half or more of the hours worked falling between 10:00 p.m. and 6:00 a.m.; Evening Shift is defined as having at least one half or more of the hours falling between 2:00 p.m. and 10:00 p.m. Those on schedules split between two of these shifts and those on equally rotating shifts (e.q., Airport) shall receive the Evening Shift rate differential.

Temporary reassignment to a different work schedule shall not qualify the employee for the new schedule's differential. Temporary reassignment is considered to be less than twenty-eight (28) consecutive calendar days.

- 43.5 It is agreed that C.J.S.T.C. educational incentive monies shall be paid monthly in one (1) biweekly payment, and shall be received on or before the first of each month.
- 43.6 Officers and Sergeants permanently assigned to Special Services (Criminal Investigations, Traffic Homicide and Drug Enforcement Divisions) and those Officers and

Sergeants assigned to full time criminal investigations at the Airport and members of the SWAT Team will receive \$33.00 bi-weekly and Sergeants shall receive \$36.00 bi-weekly. This assignment differential pay shall be pensionable.

- 43.7 Rank Anniversary date adjustments that fall within the first seven (7) days of the pay period, will be effective from the beginning of that pay period. If the date falls within the 8th to 14th day, the adjustment will become effective the beginning of the next pay period. Effective June 30, 2014, all employees covered by this agreement are required to be participants in either Direct Deposit or a Pay Card program to be implemented by the City.

ARTICLE 44

LONGEVITY

- 44.1 An annual Longevity payment based on years of credited service as Police Sworn Civil Service employees will be paid to current bargaining unit employees. Payment of the Longevity sum shall be made annually on the first pay period in October of each year. The following schedule of payment commencing October 2010 will be used.

Years of Service	Amount Per Year
5 to less than 10 years	\$625.00
10 to less than 15 years	\$1,100.00
15 to less than 20 years	\$1,600.00
20 to less than 22 years	\$2,000.00
22 years or more	\$2,300.00

- 44.2 Those employees in the unit who retire with twenty (20) years or more of service, regardless of the month they retire, will receive a prorated share of their Longevity based upon the number of full months served in their final year of employment. Full months of service will be counted from October 1st.

Article 45

Career Development

45.1 The City and the Union agree to a Career Development Program as proposed in "The Orlando Plan for Non-Supervisory Police Resource Management." The Union shall appoint one (1) Officer representative and one (1) Sergeant representative to the Career Development Committee.

45.2 The structure of the Career Development Program shall include Career Officer Level I through Master Police Officer (Level IV). Effective November 1, 2010, monetary incentives for the Career Development Program shall be:

Career Officer I	\$1,000.00
Career Officer II	\$1,500.00
Career Officer III	\$2,100.00
Career Officer IV	\$2,600.00

The above-listed incentives shall be paid one time only upon the initial placement into Level I, Level II, or Level III. The incentive for the Master Police Officer shall be paid annually if the officer is certified as eligible on November 1st of each year and in accordance with the MPO maintenance criterion. Master Police Officer incentives shall be paid annually during the month of November and all Career Development Program incentives shall be considered as pensionable income but not part of base pay for overtime purposes.

45.3 The Career Development Committee will develop multiple course options to enhance entry and movement through the Career Development Program.

45.4 An incentive of \$2,700.00 for the Master Police Sergeant Program (MSP) shall be paid annually if the Sergeant is certified as eligible on November 1st of each year and in accordance with the MSP maintenance requirements. The incentive shall be paid annually during the month of November and shall be considered as pensionable income, but not part of base pay for overtime purposes. Written records supporting attainment of the required achievements must be submitted to the Career Development Committee for verification and approval prior to becoming eligible. For purposes of Career Development eligibility, employees assigned to the Downtown Community Policing Division Units with first responder responsibilities will be granted patrol time credit in the same manner as if assigned to the Patrol Bureau.

45.5 Those employees in the unit who retire with twenty (20) years or more of service,

regardless of the month they retire, will receive a prorated share of their MPO or MSP incentives based upon the number of complete months served in their final year of employment. Full months of service will be counted from November 1st.

Article 46

EXTRA-DUTY EMPLOYMENT

46.1 Any sworn employee may voluntarily accept and be employed in an extra-duty employment capacity, in an occupation and by an employer that is not in violation of any federal, state or county law, City ordinance or departmental policy.

Any sworn employees serving as a job coordinator for extra-duty employment must complete an Extra-Duty Employment Authorization Form as supplied by the Department, which details the extra-duty employment, the employer and all officers currently working such extra-duty employment. The form will be completed and submitted as directed thereon.

An employee who wishes to serve as a job coordinator for new or never previously approved extra-duty employment must also complete an Extra-Duty Employment Authorization Form and submit it through their chain of command for approval. Such request shall be approved or denied in a timely manner, normally within five (5) days.

46.2 The Department reserves the right to approve or disapprove of any extra-duty employment with final authority resting solely with the Chief of Police.

46.3 Extra-duty work hours, when combined with the employee's normal working hours for the City, voluntary overtime assignments and, if applicable, any outside employment, shall not exceed seventy-two (72) hours in any one workweek (Sunday 0001 hours to 2400 hours Saturday) or eighteen (18) hours in any rolling 24-hour period. (This does not preclude employees from working more than 18 hours in a rolling 24-hour period when all such hours involve their regular assignment.) Any request for an exception to these limitations shall be made in writing to the employee's Section Commander who may approve or disapprove the request. The limitation of seventy-two (72) hours in any one workweek shall not apply between October 1st and January 2nd. All off duty hours worked are to be reported in the agency's extra duty management software (ed.CYA) sheet indicating the hours worked at each location. Any data generated from such extra-duty information will be provided to the Union upon request.

46.4 An employee who is on restricted or light duty, or on a leave of absence (other than as set forth in Article 21.3, Leaves of Absence), military leave or sick leave, or who is relieved of duty, assigned to alternative duty pending criminal or internal investigation, on limited duty without privileges, receiving worker's compensation wage loss benefits from injuries sustained on duty, or serving a disciplinary suspension may not work in any extra-duty employment in uniform nor in any extra-duty employment that requires or may reasonably

require the exercise of law enforcement authority without written permission of the employee's Division Commander.

Employees who are in an Unsatisfactory Performance Status may have their extra-duty employment privilege suspended by their chain of command until they achieve a Satisfactory Performance Status.

An employee may not work extra-duty employment that conflicts with any physical or mental limitations imposed by the employee's treating physician. Failure to comply with this section will result in a ninety (90) day suspension of off duty work privileges, which shall commence when the physical or mental limitations imposed by the employee's treating physician are cleared and the employee returns to work.

46.5 Administrative action for violations of minor extra-duty conduct (e.g. tardiness, absence, improper uniform, etc.) detailed in this Article shall be as follows:

- A. A written warning for a first offense;
- B. A thirty (30) day suspension of the employee's right to work extra-duty jobs for a second offense within two (2) years;
- C. Up to a two (2) year suspension of the employee's right to work extra-duty employment for any third or subsequent offense within three (3) years, the amount of the suspension to be at the sole discretion of the Department. This administrative action is in addition to any other discipline that may apply.

46.6 Extra-Duty Rates

- A. The Department will post extra-duty employment opportunities received from third parties at a rate not lower than \$32.00 per hour for Police Officers or lower than \$37.00 per hour for Sergeants. Rates not lower than \$35.00 per hour (Officers) and \$40.00 per hour (Sergeants) shall apply to extra-duty employment opportunities where alcohol is consumed. These rates will increase by \$1.00 per hour on October 1, 2017
- B. However, rates not lower than \$39.00 per hour for Officers and \$43.00 per hour for Sergeants, respectively (\$53.00 per hour for Officers and \$58.00 per hour for Sergeants if the extra-duty occurs on a holiday designated in Article 15.1, other than a Floater Holiday), shall apply to third party extra-duty employment opportunities at:
 - 1) City Venues (Amway Center Dr. Phillips Performing Art Center or Camping World Stadium),

- 2) activities involving the production of motion pictures, television or advertising,
 - 3) events where the Department determines the need to provide Police Officers for public safety, and
 - 4) 18A permitted events.
- C. Notwithstanding Section B above, the rates shown in Section A shall apply to 18A permitted events of 501(c)(3) charitable organizations unless Section B 1) or B 2) apply to the event or if the event occurs on a holiday designated in Article 14.1 (other than a Floater Holiday).
- D. All extra-duty postings shall be for a four (4) minimum except that a three (3) hour minimum shall apply to extra-duty opportunities qualifying under Section C above.
- E. Sergeants may work at the Police Officer rates unless working in a supervisory capacity.
- F. Extra-duty work for the Transportation Safety Administration (TSA) is excluded from this Agreement.
- 46.7 Effective June 1, 2017, all extra duty employment that requires or may reasonably require the exercise of law enforcement authority, or extra duty employment that requires the wearing of a police uniform, shall be paid through the City's payroll and not directly to the employee by an extra duty employer or entity. If a Department vehicle is required to be used in the work, an additional \$2.00 per hour fee will be assessed to the extra-duty employer for the use of police cars and \$1.00 per hour assessment to the extra-duty employer for the use of police motorcycles. Use of other police vehicles and related fees will be determined by established policy. In part, this administrative fee will also help defray the cost of accelerated depreciation and wear and tear on uniforms and equipment. These fees shall not apply to City Venues or 18A events or events that the Department determines that officers are needed for Public Safety purposes.
- 46.8 Voluntary extra-duty work for other City departments or mandated extra-duty assignments shall be paid at time and one half (1.5) of the officer's base rate regardless of hours actually worked during that workweek.
- 46.9 Probationary status officers shall not be eligible for extra-duty employment opportunities at businesses whose "principle business is the sale of alcoholic beverages," as defined in Orlando City Ordinance 33.02(2).
- 46.10 The City shall provide itemized payment information to the member of each extra duty payment made by the City, to include the date and the venue.

- 46.11 The City shall disperse funds to the required members no later than 28 days from receiving payment for extra-duty service(s).
- 46.12 Nothing in this Article shall interfere with the City's right to collect payments due, applicable taxes and an administrative charge (e.g. equipment charges, reimbursement fees, costs associated with running the extra-duty program, etc.) to be paid by extra-duty employers which is in addition to the hourly rate earned by bargaining unit members for extra-duty services as set forth in 46.6.
- 46.13 Officers performing extra duty work paid through City payroll will be treated for Workers Compensation purposes as though working on duty, and for defense and indemnity purposes will be provided the protections of Article 28 as though working on duty.
- 46.14 The parties agree that they will engage in re-opener negotiations solely on the issue of off duty employers who default on payment to the City for services rendered by bargaining unit members, and the effect of any such default on the payment to bargaining unit members for off duty services rendered. In the event the parties are unable to reach an agreement on this issue after a reasonable period of negotiations, the matter shall be resolved through the statutory impasse procedures set forth in Chapter 447, Florida Statutes.

ARTICLE 47

ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 48

DURATION

- 48.1 This Agreement shall take effect on the first day after being both ratified by the Union and approved by City Council and shall continue in full force and effect until September 30, 2019. In order to renegotiate this Agreement, written notice shall be given by either party not less than ninety (90) days nor more than one hundred and twenty (120) days prior to the expiration date.
- 48.2 Any notice to be given under this Agreement shall be given by certified mail or email. If given by the Union, it shall be addressed to the Director of Human Resources, City of Orlando, P.O. Box 4990, Orlando, Florida, 32802-4990 or Ana.Palenzuela@cityoforlando.net. If given by the City, it shall be addressed to the Orlando Lodge 25, Fraternal Order of Police, Inc. 5505 Hansel Avenue, Orlando, Florida 32809 or randy.thames@fop25.com. Either party may provide notice to the other of an address change during the term of this agreement and subsequent notices shall be sent to the revised address(es).