

## **Article 1**

### **RECOGNITION**

- 1.1 The City hereby recognizes the Florida State Lodge Fraternal Order of Police, Inc., as the exclusive representative for the purpose of collective bargaining with respect to wages, hours and terms and conditions of employment for all employees in the bargaining unit.
- 1.2 The certification by the Florida Public Employees Relations Commission, Certification No. 1383 and as a result thereof, the City recognizes the Union as the exclusive collective bargaining representative of all sworn Lieutenants in the City of Orlando Police Department with the exception of exclusions in 1.3.
- 1.3 The bargaining unit excludes the following exempt positions:
  - A. Lieutenant assigned as Staff Director
  - B. Lieutenant assigned to the Mayor's Office
  - C. Lieutenant assigned as Airport Deputy Division Commander
  - D. Lieutenant assigned as Planning Section Commander
  - E. Lieutenant assigned to Metropolitan Bureau of Investigation
  - F. Lieutenant assigned to Homeland Security (Intelligence)

## **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 for proper cause; to lay off, terminate for proper cause, 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.

## **Article 3**

### **Services to the Union**

- 3.1 The City shall furnish the Union State Staff Representative, in electronic format if available, a copy of the following current or subsequently amended written rules, regulations and documents pertaining to the bargaining unit: 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, which replaces or substitutes for such rules, regulations, and documents.
- 3.2 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.

## **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 but 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 as contained in this Agreement.
- 5.2 Complaints, Initial Notice of Inquiry (I.N.O.I.) 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, the Orlando Police Department, 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.

Employees shall be allowed five (5) business days, excluding contractual holidays, to review the completed inquiry (I.N.O.I.) and provide a written response to the investigation prior to any initial recommendation from the employee's supervisor(s). Additional time for response may be granted by the Deputy Chief of Police. Employees who provide a written response are to comment only upon the facts or lack of facts contained in the investigation.

An employee may request at any time up to and during his 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, he 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.

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.

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. 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.

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.

- 5.3 No permanent employee shall be disciplined or discharged without proper cause, nor in violation of Florida Statute 112, et seq. Any employees who are terminated shall have a right to have a Union representative present during the termination meeting. The Union shall be notified at least five (5) business day prior to imposition of discipline when the recommended discipline is termination. Prior to the meeting imposing discipline in such cases, the member shall be relieved of duty and departmental weapons will be obtained.
- 5.4 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.
- 5.5 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 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 and the names of all known complaining parties 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 an unmonitored location to meet with the employee under investigation.

The City agrees to abide by the Law Enforcement Officers Bill of Rights, which is contained in Florida Statute, Chapter 112.

- C. The employee under investigation will be allowed to read the I.N.O.I. 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 his 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. Upon request by the employee or his/her representative, a copy of the recording made by the City shall be furnished to him/her within 72 hours of said statement excluding weekends and holidays. 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 his or her constitutional rights, prior to commencement of any interrogation concerning criminal charges.
- G. At the request of any employee, he or she shall have the right to be represented by counsel or any other representative of his or her 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, provided that only one representative shall be in pay status unless the Department's labor advisor authorizes pay for the second representative. Where such counsel or representative is not immediately available, the interrogation shall not be postponed for more than seventy-two (72) hours, provided, however, that cases involving allegations of illegal drug use shall not be subject to postponement. During the interview, counsel or the employee's representative, whichever is present, may not advise the employee on how to answer questions. However, the employee may consult with his/her representative at any time during the interview. 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 his or her 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.

- H. A breathalyzer test may be administered to any employee who is 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 or any other examination designed to determine the truthfulness of his response 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 employee's 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.

- 5.6 Prior to the final resolution of the disciplinary matter (through Step 4 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; provided, however, if the employee under investigation makes a public statement, the City shall have the right to respond as it deems appropriate.
- 5.7 An employee under investigation for charges not covered in section 5.14 may be relieved of duty for investigation of alleged violation(s) or may be reassigned, including reassignment to the employee's home, during the course 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. The employee shall remain on full salary until such time he is recalled and/or disciplinary action is served.
- 5.8 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.
- 5.9 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.
- 5.10 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.

- 5.11 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.
- 5.12 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 course 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 Management Leave 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 his 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.

- 5.13 Phone calls with the employee under investigation shall not be used for interview/investigation purposes without the employee's consent.
- 5.14 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 (I.N.O.I.) report will, upon request, be provided to the subject employee at no cost. One copy of the Notice of Disciplinary Action and of the I.N.O.I. will also be furnished to the Union at no cost.

5.15 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 (I.N.O.I.)

B. Violations of Other Written Directives:

In that Policy and Procedures and Special Orders are work rules, violations of these Directives will be documented in the employee's supervisory notebook unless investigated pursuant to 5.15 (A) above.

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, and with the concurrence of the Police Chief or his designee, 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.

- 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.

- 5.16 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.
- 5.17 The Department and the Union agree that it is not generally the intent of the Department to transfer employees as discipline. 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.
- 5.18 CJSTC results will be forwarded to any officer currently an employee of the Department, without undue delay.
- 5.19 The Department will assign a liaison officer to accompany an involuntarily terminated member in completing the checkout procedure.

## 5.20 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 Department or his 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.
- 6.2 Any formal grievance filed shall be on proper forms supplied by the City (see Appendix A) and shall specify the provision(s) of the Agreement alleged to have been violated and shall set forth the facts, including the date(s) and location(s) of the incident, pertaining to the alleged violation(s). Grievance forms submitted which do not contain the above information and the remedy sought shall be considered invalid and shall be returned to the employee(s) or the Union. The Union agrees to forward copies of each successive step of the grievance to the Labor Relations Bureau.
- 6.3 All alleged contract violation grievances shall proceed at Step 1 unless the City and the Union agree otherwise. Class Action Grievances pertain to contract grievances affecting more than one member of the bargaining unit or the Union directly 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, his 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, he 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.

A member who is appealing disciplinary action or alleged contract violation shall have the right to be represented at his grievance 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; provided, however, that such second representative shall not be paid by the City unless specifically authorized by the Department's labor advisor.

6.5 Nothing in this section shall be construed to prevent an employee from presenting, at any time, his own grievance without union representation through Step 2. 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 his 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-member in obtaining any right or privilege sought to be enforced hereunder, because the non-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-member cases handled without Union representation and the grievance shall not be subject to the arbitration procedure of Article 7. Within ten (10) days of receipt of such notice, the Union shall notify the Department in writing should it disagree with the non-member case resolution.

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 or from the time the employee knew or should have known 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 Appendices 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 reject a grievance should the written grievance form not be completed as described above. (See paragraph 6.2 above.)

A grievance not appealed to the next step within the time limits established by this procedure shall be considered settled on the basis of 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.

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 via facsimile or by email within ten (10) business days (Monday through Friday) of the occurrence of the action giving rise to grievance or at the time an employee was made aware of violation 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.
- B. The Bureau Commander shall make a decision and communicate it to the Union via facsimile, email or hand delivery on the prescribed form within ten (10) business days from the date the grievance was received.

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, via facsimile or hand delivery to the Chief of Police, within ten (10) days of receipt of the Step 1 decision.
- 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 Human Resources Division Manager or designee, the employee, and the Union Official(s). 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 Human Resources Division Manager, the employee, and the Union Official(s) in writing, by hand delivery, email or via facsimile.

- C. With respect to any disciplinary grievance not originally filed at Step 2 in which the final discipline is an oral reprimand, written censure 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 facsimile 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 A.
- 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 certified mail or hand deliver to the Labor Relations Bureau Chief, 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.
- 7.2. If the Union fails to file for arbitration within twenty (20) calendar days of the Chief's decision or declines to represent the grievant, the issue(s) shall be considered resolved on the basis of the Step 4 grievance decision. Such time limits may be extended only by written mutual agreement between the City and the Union.
- 7.3. Within five (5) business days of notifying the City, a letter shall be directed by the Union to the Federal Mediation and Conciliation Service requesting a list of nine (9) 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. A. As promptly as possible after the arbitrator has been selected, he shall conduct a hearing between the parties and consider the subject matter of the dispute. The written decision of the arbitrator will be served upon the City and the Union. It will be the obligation of the arbitrator to the City and the Union to make his best effort to rule on the cases heard by him within five (5) calendar days of the 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. 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, said parties shall share equally the cost of said service and transcripts.
- 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 to him 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.
- 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 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 for its own witnesses. In the event one party does not prevail on all issues, the arbitrator shall apportion the respective expenses payable by the parties based upon his judgment of which party prevailed on each issue or where 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 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, Workers' Compensation, unemployment and/or wages or income from other employment.
- 7.13 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 2.

## **Article 8**

### **Non-Discrimination**

- 8.1 The City and the Union prohibit and will not tolerate any discrimination or harassment against any employee. Further, the City and the Union prohibit retaliation against any individual who reports discrimination or harassment or participates in an investigation of such reports. Discrimination, harassment, and retaliation cases or complaints 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.
- 8.2 The use in this Agreement of the designation "he" in referring to an employee shall mean "he" or "she" wherever used.

## **Article 9**

### **Pension Plan**

- 9.1 Bargaining unit members will contribute 7.47 percent of their pensionable income to the pension fund, said amount to be deducted from each paycheck. Of the 7.47 percent, 3.33 percent is to provide for Cost of Living Allowance (COLA) benefits as approved by the Florida State Legislature effective 7/1/95 and 2.74 percent for DROP as approved by the Florida State Legislature effective 7/1/03. The cost of the COLA benefits and attendant provisions shall be actuarially reviewed periodically for appropriateness.
- 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 9.10 below, the parties agree that future Chapter 185 monies 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 monies to fund new benefits for the term of this agreement. 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 monies 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 monies, in addition to the contribution specified in Section 9.1. In the event the City is no longer eligible to receive Chapter 185 monies, the City will be responsible for funding pension benefits existing as of July 1, 2003, 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 20122013 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 parties agree to reopen negotiations on this Article if the Florida Legislature changes the funding formula for Chapter 185 monies, or if the Internal Revenue Service amends regulations, which would significantly affect the Tax Treatment of the Pension Plan.
- 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.

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) selected 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.

- 9.7 The City will comply with current statutory requirements in effect at the time of ratification of this agreement regarding presumption for pension purposes.
- 9.8 The City agrees that current pension benefits shall not be reduced unless otherwise provided in Article 9. Furthermore, 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.
- 9.9 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.

- 9.10 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).

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

City of Orlando Tentative Agreement – FOP Lts. – November 30, 2016

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.

## **Article 10**

### **Working out of Classification**

- 10.1 Employees required to work in a higher classification for eight (8) or more hours in a shift shall receive a 7% increase to their current rate or the minimum rate of the higher classification; whichever is greater, for the work so performed thereafter.

## **Article 11**

### **Work Week and Work Shift**

- 11.1 The standard payroll work week shall begin at 0001 hours Sunday and end at 2400 hours Saturday.
- 11.2 The City agrees employees covered by this Agreement shall normally be scheduled to work forty (40) hours per seven (7) day week. Employees shall be scheduled a minimum of two (2) consecutive days off during each work week 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). Meal periods for employees covered hereunder shall be in accordance with current Departmental practice applicable to the employee's particular assignment (e.g., Watch Commander, administrative duties, etc.).
- 11.3 For the purpose of this Agreement, a shift means the time during which an employee is scheduled on duty. Absent an operational emergency, any significant changes in current shift configurations shall be discussed with the Union at least fourteen (14) days prior to implementation; provided, however, that the continuation of such discussion shall not delay the implementation.
- 11.4 Employees who work during the changeover from standard time to Daylight Savings Time in the Spring of each year shall be paid for their regular shift hours without loss of pay.
- 11.5 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 period. This new shift, if created, would apply only to Patrol Services and Airport Division.

## **Article 12**

### **Extra Work Time**

- 12.1 Employees hereunder may be required to work beyond their normal work schedules as needed.
- 12.2 Employees covered hereunder will receive forty (40) hours Management Leave per calendar year, and any Administrative Leave granted in consideration of any hours worked in excess of their normal work schedules. Management Leave and Administrative Leave shall be in accordance with current Police Department practice.

## **Article 13**

### **Extra Provisions**

- 13.1 The City agrees that employees covered by this Agreement shall be governed by the current take home car policy and any amendments thereto issued by the Chief of Police. Should the City intend to change the take home car policy, it shall provide the union with thirty (30) days notice of such change, and, upon written request of the Union, the parties shall meet to discuss such change prior to implementation.

## **Article 14**

### **Personal Leave**

- 14.1 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.
- 14.2 Accrued Personal Leave is personal leave earned that is unused at any given time. It shall begin to accrue from the date of hire with the Orlando Police Department. An employee shall not accrue Personal Leave during a pay period if in a non-pay status during the entire pay period. Personal Leave shall not be taken unless it has been accrued by the employee.
- 14.3 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). In the event that Personal Leave accruals under the collective bargaining agreement covering Officers and Sergeants is greater, that schedule shall apply.
- 14.4 The Department shall be responsible for the scheduling of planned non-emergency Personal Leave, taking into due consideration the employee's seniority. The Department has promulgated Orlando Police Department Written Directive No. WD13-03, which is not in conflict with this Agreement.
- 14.5 An employee may, at his 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 the nine hundred (900) hour maximum currently in effect for the bargaining unit employee hereunder. Carry-over 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. Any employee who feels he will accumulate more than the nine hundred (900) hours maximum carry-over (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.

14.6 Personal Leave Buy Down

Bargaining Unit 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 100 hours accrued personal leave after the Buy Down is completed. A maximum of 450 hours per employee per calendar year will apply. 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, his 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 after three (3) aggregate workdays missed in any one calendar year as a result of personal injury or illness or to tend to an incapacitated member of the immediate family. Effective the first payroll period after the ratification and approval of this Agreement, accrued sick leave (i.e., the employee's frozen sick leave balance) 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 work days or more or when sick leave balances are used, the City may, in its sole discretion, require the employee to report to the City's Occupational Health Care Provider for medical clearance. At the request of the City's Occupational Health Care



Provider, the employee shall be required to sign a release permitting the City's Occupational Health Care Provider to contact the employee's private physician for information related to the employee's illness or injury. Failure of the employee to provide a doctor's note justifying the absence or to sign the requested release shall be grounds for denial of Personal Leave/Sick Leave and for discipline up to and including discharge.

- 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 700 hours. Employees retiring with 25 years or more of service shall be eligible for one-half (1/2) of the value of the total amount of Sick Leave payment not to exceed 700 hours.
- 14.14 For the purpose of this section, an employee is deemed to have retired if he is eligible to receive pension benefits, other than deferred benefits, from the Police Officers' Pension Fund immediately upon ceasing employment.
- 14.15 The estate of a deceased employee shall receive full value of any Sick Leave accrued by the employee at the time of death.
- 14.16 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.
- 14.17 The payment of Sick Leave benefits is subject to the repayment of any outstanding indebtedness owed to the City.

## Article 15

### Holidays

15.1 The following shall be recognized paid holidays:

#### Holidays

January 1 .....	New Year's Day
Third Monday in January .....	Dr. Martin Luther King's birthday
Last Monday in May .....	Memorial Day
July 4 .....	Independence Day
First Monday in September .....	Labor Day
Fourth Thursday in November .....	Thanksgiving Day
Fourth Friday in November .....	Day after Thanksgiving Day
December 24 .....	Christmas Eve Day
December 25 .....	Christmas Day
.....	Floating Days (3)

15.2 Payment, use, scheduling, and other conditions pertaining to holidays shall be governed by the current holiday policies applicable to the employees covered hereunder for the period of this Agreement.

## **Article 16**

### **Family and Medical Leave**

- 16.1 Employees covered hereunder will be subject to the provisions of the Family and Medical Leave Act (FMLA) of 1993 and the City's current policy governing the application and administration of the FMLA.

## **Article 17**

### **Bereavement Leave**

17.1 In the event of death in the employee's immediate family, the employee's Division Commander, upon request, will grant up to five (5) consecutive work days off without loss of regular pay to arrange and/or attend funeral services or related matters. The five (5) consecutive work days 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 Additional Leave:

Should an employee require additional time other than provided in 17.1, additional time off with pay and charged to accrued personal leave may be requested from the Chief of Police or his designee.

17.4 In the event of death in the Employee's section, the Employee's Division Commander, upon request, may grant up to five (5) work days off without loss of regular 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 may be grounds for discharge.
- 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 Florida State Lodge, Fraternal Order of Police 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 fund 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%

If the City should desire to change the current CityFlex Credit Allocation matrix, or to reduce the current level of health or life insurance, the City will advise the Union in writing by September 1, 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 1<sup>st</sup> preceding the calendar year the change would become effective for a final resolution.

19.2 If the City should desire to issue an RFP for healthcare at any time during the term of this Agreement, and a selection committee is formed during the term of this Agreement, the FOP shall have the option to appoint one (1) member to provide input to the RFP advisory committee.

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

City of Orlando Tentative Agreement – FOP Lts. – November 30, 2016

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 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.

- 19.7 The City agrees to provide Flexible Benefits Credits necessary to pay for life insurance equal to 200 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 Dollar (\$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 and Shoe Allowance**

- 20.1 The Department will issue to each employee represented by the Union the equipment and clothing as shown in Orlando Police Department (OPD) Policy and Procedure 1903.6.

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, he shall return all uniforms and safety equipment to the Department before the final paycheck will be issued.
- 20.4 Protective body armor shall be provided such that it is rated by the NIJ and shall be replaced in accordance with the manufacture expiration date and to stop current OPD issued sidearm ammunition.
- 20.5 All employees will receive an annual \$165 per year shoe allowance payable in the second paycheck of October.
- 20.6 All Lieutenants who are CID Section Commanders, MBI Section Commander, Community Involvement Commander, or Undercover Drug Section Lieutenant, will receive \$250.00 per quarter clothing allowance payable on the last paycheck of each quarter. Airport Watch Commanders will also receive the allowance if required by the Greater Orlando Aviation Authority to wear civilian attire.

## **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 he was in an active pay status.

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 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.

## **Article 22**

### **Job Connected Disability**

22.1 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.

22.2 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 Committee shall consist of five (5) to seven (7) representatives of the Department. (Note: The number of representatives, i.e., 5, 6, or 7, shall be at the discretion of the Chief of Police.)

The Chief of Police shall have the right to remove any member of the Committee that he has chosen. The City agrees that at least one (1) member of the Committee will be a bargaining unit employee covered hereunder chosen by the Union. (Note: Two members of the Committee may be bargaining unit members of the bargaining unit certified by PERC in Case No. RC-93-002.)

22.3 An Employee may, due to medical incapacity to perform his or her 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. This provision shall not apply to employees injured while on-duty or in the line of duty.

22.4 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 will not be charged any leave time if the treating physician advises that the employee could not or should not return to work that day.

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

22.6 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 23**

### **Safety**

- 23.1 The City and the Union agree that they will provide working conditions regarding safety and health required by Federal, State and local law. The City and the Union will cooperate in the continuing objective of eliminating accidents and health hazards.

## **Article 24**

### **Blood Bank**

- 24.1 If work schedules permit, employees on duty may participate in the City's Blood Bank program in the same manner and to the same extent as non-bargaining unit supervisory/management employees.

## **Article 25**

### **Residency Requirements**

- 25.1 All employees hired after October 1, 2005 must reside within a 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 forty-five (45) minutes driving time or a thirty (30) mile radius of that intersection.

## **Article 26**

### **Defense and Indemnity**

- 26.1 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 27**

### **Bulletin Boards**

- 27.1 The Union shall be allowed to distribute literature and materials to bargaining unit personnel through the employee's informational boxes, electronic mail, or bulked mail using the City's internal mail system. Off-duty personnel will perform this distribution.
- 27.2 A copy of all materials to be distributed to the general membership as specified herein will be signed by a Union official and shall be forwarded to the Police Labor Advisor at the time of distribution by the Union.
- 27.3 The Union shall not post or distribute any materials which are obscene, defamatory, impair the operation of the Department, or which constitutes political campaign material other than internal Union campaign materials.

## **Article 28**

### **Seniority and Layoff**

28.1 Seniority for the purpose of this Agreement is defined as credited pensionable service as a Police Civil Service employee. 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.

28.2 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.

28.3 Seniority shall be used for the purpose of layoff and recall and vacation preference.

Veterans Preference – For the purpose of layoff and recall, but not for any other purpose, seniority shall be augmented by 1.25 years months (456 days) for employees who qualify under Section 295.07, Florida Statutes, as amended, for preference in employment retention and by an incremental 1.25 years (456 day-s) for 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.

28.4 Layoff

In the event of a layoff for any reason, employees shall be laid off in the inverse order of their seniority. Any employee who is to be laid off who had advanced to his present classification from a lower classification in which he held a permanent appointment shall be given the opportunity to displace a less senior employee in the lower classification, if the collective bargaining agreement covering such lower classification permits such displacement.

28.5 Recall

A. Employees in layoff status will retain recall rights for twelve (12) months and shall have preference to work over applicants on eligibility lists. 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 his intention of returning to work to the Civil Service Administrator, 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 his intentions 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 seniority; the laid off employee 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 he held at the time of layoff. No service is credited while on lay off.
- E. No new employees shall be hired in any classification until all employees on layoff status (for a period not to exceed twelve (12) months) in that classification has been notified of their opportunity to return to work.

Those returning from layoffs or from another break in service will be placed in their prior pay step but may be required to receive remedial training as determined by the Department.

28.6 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

## **Article 29**

### **Dues Deduction**

- 29.1 The City agrees that upon receipt of a voluntary written individual notice from any bargaining unit employee on the agreed upon form (see appendix), the City shall deduct from the pay due such employee his Union dues and/or charges for other legally permissible Union activities. Said employee only may revoke such authorization after the employee serves a written notice to the City with a copy to the Union. Thirty (30) days after receipt of the employee's written notice, the City shall stop withholding Union dues from the employee.
- 29.2 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.
- 29.3 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.
- 29.4 Dues shall be due and payable in bi-weekly installments at the rate currently in effect or as amended during the term of this agreement upon notification by the Union to the City. Said dues shall be sent by U. S. mail to the Florida State Lodge Fraternal Order of Police, 242 Office Plaza, Tallahassee, Florida 32301.
- 29.5 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 approved for deduction in writing by the employee.

## **Article 30**

### **Wellness and Fitness**

- 30.1 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.
- 30.2 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. In addition, such members will be eligible to wear the department's fitness ribbon.
- 30.3 The PAT will be administered by the OPD's In-Service Training Unit or persons otherwise designated by the Chief of Police.
- 30.4 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.
- 30.5 Members who fail the (PAT), will be allowed to retake the test on a future testing date.
- 30.6 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.
- 30.7 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 31**

### **Job Descriptions**

- 31.1 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.

## **Article 32**

### **Publication of Agreement**

- 32.1 The City will expeditiously furnish to the Union a copy of this Agreement. Initially, the City will provide at no cost five (5) extra copies to the Union for its administrative purposes. The City will post, within five (5) business days of the Final Agreement's approval, the Final Agreement on the City's Intranet site.

## **Article 33**

### **Educational Reimbursement**

- 33.1 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, Management time, or adjusted work hours workload permitting, and with Division Commander's approval.
- 33.2 Reimbursement for educational expenses will be in accordance with all provisions of the City's Policy and Procedures 808.17 and in no way shall the maximum reimbursement be less than One thousand eight hundred (\$1,800) dollars per person per fiscal year.



## **Article 34**

### **Medical Services**

- 34.1 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.
- 34.2 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 #1605.0. Employees will not be subject to an annual drug screen, but testing may be done on a random or reasonable suspicion basis, 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.

Random drug testing will be governed by the following terms:

- The 7-panel test sanctioned by the Florida Department of Law Enforcement (FDLE) will be used
  - Random selection will be made by a computer program
  - No employee will be randomly tested more than twice in a 12-month period
  - Every employee, including the Chief of Police, will be randomly tested at least once every two years
  - Testing will be conducted during an employee's normal work shift, on a day when the employee is scheduled to work; and
  - Collection will be done at an off-site, sterile facility that may be inspected by the FOP, the location of which will not be changed except upon sixty days written notification by the City to the FOP.
- 34.3 No smoking or use of tobacco products will be permitted in the Orlando Police Department Headquarters, or any other interior Orlando Police Department work area.
- 34.4 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.

- 34.5 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 or as a part of an employee's annual drug screening.
- 34.6 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.

## **Article 35**

### **General Provisions**

- 35.1 All Policies and Procedures governing the employees shall be kept in strategic locations throughout the Department to ensure that each employee has access to them. Written Policies and Procedures, which are frequently used, will be distributed to each employee at management's option.
- 35.2 The Orlando Police Department 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. It is further recognized that there may be emergency situations wherein the Chief deems immediate action regarding Policies and Procedures appropriate. In those instances, the Union will be notified after the fact and may then respond if an adjustment is recommended. The Chief will give serious consideration to the Union's comments and/or recommendations. This provision shall not be construed to require the City to engage in collective bargaining over changes in operating policies and procedures.
- 35.3 The City agrees that a member shall have the right to include in his official personnel record a written and signed refutation (including signed witness statements) of any material he considers to be detrimental.
- 35.4 Pay Adjustments: The City agrees that an employee shall be entitled to recover, 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 and repaid to the City as soon as possible. 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.
- 35.5 Sufficient parking spaces at the Orlando Police Headquarters Building the Orlando International Airport, and any sub-stations will be provided to facilitate shift changes.
- 35.6 If, in the sole discretion of the Mayor or in his/her absence the city official so designated by law to act in his/her 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 36**

### **Savings Clause**

- 36.1 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 37**

### **Locker Room Facilities**

- 37.1 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.
- 37.2 Said locker room facilities shall consist of but not be limited to:
- A. Lockers (within current capability)
  - B. Showers
  - C. Soap
- 37.3 Unless reasonable suspicion exists, an agent or employee of the City shall not inspect a bargaining unit employee's locker space without permission of the employee. 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 38**

### **Prevailing Rights**

- 38.1 The prevailing rights of the employees covered hereunder shall be those set forth in this Agreement and those set forth in the City and Departmental policies and procedures and amendments thereto, which policies and/or procedures are incorporated by specific reference in the provisions of this Agreement; provided, however, that nothing contained therein shall limit the City's rights under Article 2 of this Agreement.

## ARTICLE 39

### Pay Plan

- 39.1 Effective September 25, 2016, the base salary for employees covered by this agreement shall be based upon the employee's rank anniversary date and the schedule below.

Grade	9/25/2016
1	\$94,265.60
2	\$98,030.40
3	\$101,940.80
4	\$106,017.60 – 111,384.74

- Sergeants will be promoted into grade 1, and receive the grade 1 base salary regardless of any City policy or practice establishing some percentage difference between a topped out Sergeant and a grade 1 Lieutenant. Lieutenants will progress through the steps on their anniversary date of promotion. Current Lieutenants at grade 2 will move to the new grade 1 effective 9/25/16 and thereafter progress through the grades on their anniversary date. Lieutenants in grades 3 and 4 will move to the new grade 2 effective 9/25/16 and thereafter progress through the new grades on their anniversary date. Lieutenants in grades 5 and 6 will move to the new grade 3 effective 9/25/16 and thereafter progress through the new grades on their anniversary date. Lieutenants in grade 7 and 8 will move to the new grade 4 minimum effective 9/25/16. Lieutenants at grade 4 on 9/24/2017 will receive a 2.5% increase effective that date. Lieutenants at grade 4 on 9/23/2018 will receive a 2.5% increase effective that date. Lieutenants promoted from grade 3 will go into the minimum of grade 4.
- 39.2 An employee promoted to Lieutenant shall establish a rank anniversary date at that time. Thereafter, during the term of this agreement, each Lieutenant in good standing shall be eligible for grade movement on each rank anniversary date until Grade 4 is reached.
- 39.3 The previous differential of \$1,800 annually for all Lieutenants has been added to the base salary in 39.1, effective 9/25/16. A differential of \$23.07 bi-weekly (\$600.00 annually) will be provided for Police Lieutenants who are Patrol Watch Commanders (night), Community Involvement Section Commanders (night), Uniformed or Undercover Drug Section Commanders or Patrol Tac Section Commanders.



- 39.4 It is agreed that C.J.S.T.C. educational incentive monies shall be paid monthly in one (1) bi-weekly payment, and shall be received on or before the first of each month.
- 39.5 For bi-weekly payroll purposes, an hourly rate shall be calculated by dividing the annual salaries listed above by 2,080 and rounding to the nearest whole cent.
- 39.6 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 40**

### **Longevity**

- 40.1 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.

<b>Years of Service</b>	<b>Amount Per Year</b>
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

- 40.2 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 complete months served in their final year of employment. Full months of service will be counted from October 1<sup>st</sup>.

## **Article 41**

### **Extra-Duty Employment**

- 41.1 Any 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 or departmental policy.

All sworn employees serving as a job coordinator for extra-duty employment must complete an Extra-Duty Employment Authorization Form, as supplied by the Department, detailing 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 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.

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

- 41.3 Extra-duty work when combined with the employee's normal working hours for the City (excluding overtime) 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 requested in writing of the employee's Division Commander who may approve or disapprove the request. The limitation of seventy-two (72) hours in any one workweek shall not apply between October 1 and January 2<sup>nd</sup>. All off duty hours worked are to be reported in the agency's extra duty management software system indicating all hours worked at each location. Any data generated from extra-duty information will be provided to the Union upon request.

- 41.4 An employee who is on restricted or light duty, or on a leave of absence (other than as set forth in Article 21, 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 the written permission of his Division Commander.

Employees may not work extra-duty employment which conflicts with any physical or mental limitations imposed by the employee's treating physician. Failure to comply with this section will result in an immediate 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.

If administrative action for violation 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

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.

#### 41.5 Extra-Duty Rates

- A. The Department will post extra-duty employment opportunities received from third parties at a rate not lower than \$40.00 per hour for Lieutenants (not lower than \$43.00 per hour 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 \$50.00 per hour for Lieutenants (\$70.00 per hour for Lieutenants 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 (e.g. Amway Center, Camping World Stadium and the Doctor Phillips Performing Arts Center,

- 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 15.1 (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. Lieutenants may work at the Police Officer rates (as specified in the collective bargaining agreement applicable to Police Officers) unless working in a supervisory capacity.

F. Extra-duty work for the Transportation Safety Administration (TSA) is excluded from this Agreement.

41.6 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.

41.7 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.

- 41.8 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.

## **Article 42**

### **Entire Agreement**

- 42.1 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 43**

### **Duration**

- 43.1 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 by March 1, 2019.
- 43.2 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](mailto:Ana.Palenzuela@cityoforlando.net). If given by the City, it shall be addressed to the Florida State Lodge, Fraternal Order of Police, 242 Office Plaza, Tallahassee, Florida 32301. 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).



In witness whereof, the parties have caused this agreement to be signed by their duly authorized representatives on this the \_\_\_\_ day of December 2016.

For the City:

Florida State Lodge Fraternal  
Order of Police, Inc.:

\_\_\_\_\_  
Ana Palenzuela  
Human Resources Director

\_\_\_\_\_  
Ted Butler  
Staff Representative

\_\_\_\_\_  
This agreement approved upon adoption by resolution of the City Council of the City of Orlando on this the \_\_\_\_ day of \_\_\_\_\_ 2016.

**APPROVED AS TO FORM AND LEGALITY**

For the use and reliance of the  
City of Orlando, Florida only

\_\_\_\_\_, 2016

\_\_\_\_\_  
Buddy Dyer, Mayor

\_\_\_\_\_  
Jody M. Litchford  
Deputy City Attorney

\_\_\_\_\_  
Amy Iennaco  
City Clerk



GRIEVANCE FORM

Date: \_\_\_\_\_

Name of Employee: \_\_\_\_\_

Classification: \_\_\_\_\_

Immediate Supervisor: \_\_\_\_\_

STATEMENT OF GRIEVANCE:

List Applicable Violation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Adjustment Required: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_  
Signature of Employee/Representative

Date Presented to Management Representative: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Disposition of Grievance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



### **Authorization for Payroll Deduction**

I \_\_\_\_\_, hereby authorize my employer, The City of Orlando to withhold from my regular paycheck the amount of my dues to the Fraternal Order of Police and transmit it to the person designated by the Fraternal Order of Police to receive it. I understand that I may terminate this authorization by notifying the City and the Fraternal Order of Police, in writing, thirty (30) days in advance. Furthermore, this authorization shall only be in effect so long as the Fraternal Order of Police is the Bargaining Agent and I am a member of the Bargaining Unit.

This request is made pursuant to Section 447.303, F.S. (1987)

I authorize payroll deduction to be made to the Florida State Lodge Fraternal Order of Police or its designee. Those deductions are to be taken out on a bi-weekly basis and payment will be made to the F.O.P. monthly. The deduction will be in the amount of \$\_\_\_\_\_biweekly.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_