

AGREEMENT BETWEEN
ORANGE COUNTY BOARD OF COUNTY
COMMISSIONERS

ORANGE COUNTY, FLORIDA

AND

THE CHARLES E. BROOKFIELD LODGE #86
OF THE FRATERNAL ORDER OF POLICE

FISCAL YEARS
2013-2014 through 2015-2016

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ARTICLE 1

PREAMBLE

This Agreement is entered into by and between Orange County, Florida, herein after referred to as the "County" or "Employer" and Charles E. Brookfield, Lodge #86 of the Fraternal Order of Police, herein after referred to as the "Union".

ARTICLE 2

RECOGNITION

2.1 DEFINITION OF BARGAINING UNIT

Employer recognizes Union as the sole and exclusive bargaining representative for all employees of Employer certified as Correctional Officers in the positions of Correctional Officer, Classification Officer, Correctional Corporal, and Correctional Sergeant, in any of these positions. All other persons employed by the Employer are excluded.

2.2 NEW AND/OR CHANGED CLASSIFICATIONS

If new classifications are established by the Employer and added to the Bargaining Unit or if the duties of existing classifications are substantially changed, a proposed wage scale will be assigned thereto and the Employer shall forward the new or changed class and proposed wage scale to the Union for review. This contract will then be subject to reopening for the sole purpose of negotiating a wage for the substantially changed class, or negotiating the new classification into the contract.

ARTICLE 3

HUMAN RIGHTS

- 3.1 The parties agree that they will not apply this Agreement in a manner that violates applicable discrimination laws.

ARTICLE 4
DUES DEDUCTION

4.1 DUES WITHHOLDING

Employer agrees that upon receipt by the County's payroll department of a voluntary, written, individual notice for any Bargaining Unit Employee on the form shown in Appendix B-1 of this contract, Employer shall deduct from the pay due to such Employee his or her Union dues and/or Union assessments. Such authorization may be revoked by such Employee only after the Employee serves a written notice to the Union of the Employee's intentions. Such notice shall be on the same form as shown in Appendix B-2. Within seventy-two (72) hours, the Union will initial, copy and forward (to Employer) the Stop Dues Payment Form indicating the date received by the Union. Thirty (30) days after receipt (of the form) by the Union, Employer shall stop withholding Union dues from the Employee.

4.2 REMITTANCE

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 during the payroll period, after tax deductions, are less than the amount of dues to be checked off.

4.3 COUNTY NOT RESPONSIBLE

The Union agrees to save and hold the Employer harmless from any and all suits, claims or judgments arising because of Employer's compliance of the provisions of this Article 4.

4.4 NOTICES

Union will initially notify Employer as to the amount of dues. Such notification will be to the Employer in writing, signed by a representative of the Union. Changes in Union membership dues will be similarly certified to the Employer and shall be done thirty (30) days prior to the effective date of such change.

Union dues shall be deducted in one amount per pay period but such deductions may be composed of dues and up to five (5) additional categories of deductions, each of which must be approved for deduction in writing by the employee.

The Employer will provide the Union with copies of change of name notices. Additionally, the Employer will provide copies of Authorization for Dues Check-Off forms or Termination of Authorization for Dues Check-off forms to the Union if the forms do not bear the Union's acknowledgment. The Employer will also forward, within five (5) working days (Monday through Friday, excluding County recognized holidays) of receipt by Corrections Human Resources Service Center, a copy of any change of

address received from bargaining unit employees to the Union that bear the bargaining unit employee's release of such information to the Union.

ARTICLE 5

PROHIBITED ACTIVITIES

- 5.1 The Union agrees that it will not, under any circumstances or for any reason, including but not limited to, alleged or actual unfair labor practices, alleged or actual unfair employment practices under an anti-discrimination law, alleged or actual breach of this contract, or sympathy for or support of any other employees or any other union or their activities, call, encourage, ratify, participate in or engage in any strike, slowdown or other interruption of work during the term of this Agreement. The Union shall publicly disavow and demand cessation of any action that violates this Article upon becoming aware of same.
- 5.2 No employee will, under any circumstances or for any reason, including but not limited to, alleged or actual breach of this contract, alleged or actual unfair labor practices under an anti-discrimination law, or sympathy for or support of any other employees of any other union or their activities, call, encourage, ratify, participate in or engage in any strike, slowdown or other interruption of work, fail or refuse to cross or pass any picket line or other demonstration, if such failure or refusal in any way delays or interrupts performance of work during the term of this Agreement.
- 5.3 Recognizing that Florida law prohibits the aforementioned activities, the County retains the right to discipline up to and including discharge any employee participating in or promoting any of these activities. The exercise of such rights by the County will not be subject to recourse under the grievance/arbitration procedures.
- 5.4 It is recognized that the County is responsible for, and engages in, activities which provide for the health, safety, and welfare of the citizens. Accordingly, in the event of any violation of this Article, the County is entitled to seek and obtain immediate legal and/or equitable relief in any court of competent jurisdiction.
- 5.5 Employee actions for monetary damages arising from alleged violations of this article are not subject to the grievance procedure of this contract. The Union shall not be liable for actions of individual employees, provided it has taken reasonable steps to prevent violations of this article.

ARTICLE 6

MANAGEMENT RIGHTS

- 6.1 The County reserves and retains all rights, powers, prerogatives and authority customarily exercised by management, except as expressly limited or modified by a specific provision of this Agreement.
- 6.2 The Union and the employees covered under this Agreement recognize and agree that the County has the sole and exclusive right, except as specifically provided for in this Agreement, to manage and direct any and all of its operations. Accordingly, the County specifically, but not by way of limitation, reserves the sole and exclusive right to:
- A. Exercise control to manage, direct and totally supervise all employees of the County;
 - B. Decide the scope of service to be performed and the method of service;
 - C. Take whatever action may be necessary to carry out the mission and responsibility of the County in emergency situations;
 - D. Schedule and assign the work to the employees and determine the size and composition of the work force, except as expressly limited elsewhere in this Agreement;
 - E. Assign overtime work to employees;
 - F. Determine the services to be provided to the public, and the maintenance procedure, materials, facilities, and equipment to be used, and to introduce new or improved services, maintenance procedures, materials, facilities, and equipment;
 - G. Hire and/or otherwise determine the criteria and standards of selection for employment;
 - H. Promote and/or otherwise establish the criteria and/or procedure for promotions, and to determine the number, grade, and types of positions in any pay plan, which is or may be developed by the County except as expressly limited elsewhere in this Agreement;
 - I. Set procedures and standards to evaluate County employees' job performance;
 - J. Lay off and/or relieve employees from duty due to budgetary constraints or other legitimate reason;
 - K. Rehire employees;
 - L. Maintain the efficiency of the operations of the Department of Corrections;

- M. Determine whether and to what extent the work required in its operation shall be performed by employees covered by this Agreement;
 - N. Determine all training parameters for all County positions, including persons to be trained and the extent and frequency of training;
 - O. Formulate, amend, revise and implement policy, rules and regulations, and require employees to observe and obey the Department's and/or County's policies, rules and regulations, except as limited elsewhere in this Agreement;
 - P. Create, expand, reduce, alter, combine, assign, or cease any job except as limited elsewhere in this Agreement;
 - Q. Use managerial, supervisory or other non-unit employees to perform work performed by employees of the unit;
 - R. Merge, consolidate, expand, curtail, transfer or discontinue operations, temporarily or permanently, in whole or part, whenever in the sole discretion of the County's good business judgment makes such curtailment or discontinuance advisable;
 - S. Determine the number, location and operation of all units and divisions within the Department of Corrections;
 - T. Establish, amend, revise and implement any program and/or procedures, and to determine the structure and organization of County government, including the right to supervise, subcontract, expand, consolidate or merge any department or service, and to alter, combine, eliminate or reduce the structure of any County department, function or any personnel amendment to, or required by, any function or department;
 - U. Conduct studies of workloads, job assignments, methods of operation and efficiency from time to time and to make changes based on such studies; and
 - V. Control the use of equipment and property of the County.
- 6.3 Any of the rights, powers and authority that the County had prior to entering into this collective bargaining agreement are retained by the County.
- 6.4 If the County fails to exercise any one or more of the above functions from time-to-time, this will not be deemed a waiver of the County's right to exercise any or all of such functions.
- 6.5 In interpreting this Agreement, there shall be absolute and complete regard for the rights, responsibilities and prerogatives of management and the Union. This Agreement shall be so construed that there shall be no interference with such rights, responsibilities and prerogatives, except as may be expressly provided in this Agreement. The Union and the employees covered under this Agreement recognize and agree that past practices of the

County shall not be relied upon for any purpose that would impinge upon or curtail the management's rights specified herein, unless expressly permitted by the terms of this Agreement. In addition, past practices of the County shall not be relied upon to alter or expand the express limitations on management that are contained in this Agreement.

- 6.6 However, the exercise of such rights shall not preclude employees, their representatives or the Union from raising grievances, should decisions on the above matters allegedly violate the terms and conditions of this Agreement.

ARTICLE 7

WORK RULES – EXISTING BENEFITS

7.1 MAINTENANCE OF BENEFITS

Terms and conditions of employment not addressed in this Agreement which exist for the benefit of all bargaining unit employees or any discrete group thereof shall remain in effect for the duration of this Agreement, unless changed by mutual consent of the parties, in accordance with the collective bargaining process, as allowed by this Agreement, or as otherwise allowed by law.

7.2 PRIMACY OF CONTRACT

The terms and conditions of this contract shall supersede resolutions and policies of personnel directives, wherein there is a conflict with the terms of this contract.

7.3 WORK RULES

Except as modified by a specific provision of this Agreement, the County's Policies and Operational Regulations, Rules & Regulations, standard operating procedures, departmental rules, policies and procedures, and any amendments or modifications thereto shall govern the employees covered hereunder.

7.4 NOTICE OF WORK RULES

Should the County or Department exercise its discretion to amend or modify any provision of the Policies, Rules & Regulations, standard operating procedures, departmental rules, policies or procedures it shall deliver notice of any such amendment or modification to the Union Board of Directors at board@fop86.com via electronic mail, at least thirty (30) calendar days prior to the effective date, except in cases of operational necessity. If the Union does not request, in writing, to meet and confer over the intended changes within ten working days of receipt of such notice, the intended changes shall be implemented. Should the Union, within ten working days (Monday through Friday, excluding County recognized holidays) of receipt of such notice, request in writing to meet and confer over the intended changes, the employer shall meet and confer over the intended changes prior to their implementation.

7.5 Upon request, the Employer or Union shall provide the Union or Employer with or access to available resource materials, studies or data relating to the merits of the proposed changes, as required by applicable law. However, such material shall remain the property of Employer or Union until such time as Employer or Union may choose to relinquish its rights thereto.

7.6 Work schedules and assignment changes for every unit-section will be forwarded to the Union at the time of distribution on a quarterly basis.

- 7.7 Amendments, revisions or modifications of rules, regulations or policies that conflict with the terms of this Agreement are invalid, unless this agreement is likewise altered as agreed upon by the parties.
- 7.8 The Union agrees that its members must comply with all rules and regulations. No disciplinary action will be taken for violation of a posted rule or regulation (other than an executive order which is effective immediately) until at least ninety-six (96) hours after posting.

ARTICLE 8

UNION BUSINESS

8.1 LEAVE

Members of the Bargaining Unit selected to serve as authorized representatives of the Union shall be certified in writing to the Employer.

Except as provided to the contrary elsewhere herein, each representative will be expected to perform his duties as a representative of the Union on his own time. However, it is recognized and intended that when requested to allow a representative to perform Union duties hereunder from time to time it will be necessary for Union activities to be carried on during working hours. The County will allow such activity on duty, as detailed below, except when prevented by operational necessity.

A reasonable number of representatives may be utilized to conduct Union business, but such shall not exceed two (2) employees per shift per facility, except as approved by management based on justifiable circumstances and subject to workload and staffing needs. The procedures for conducting such business are set forth below.

No employee shall conduct Union business while on unauthorized overtime. Any employee acting as a Union representative in a facility, area or during a shift other than his own shall notify the supervisor of such area and shift that he will be present.

8.2 UNION TIME POOL

The County agrees to establish a Union Time Pool not to exceed 2400 hours in each fiscal year of this Agreement. The County will contribute 2000 hours to the Pool on the first day of the first full pay period after October 1 of each year of this Agreement. The hours contributed by the County shall be maintained in the pool on an hour for hour basis. Hours contributed by the County not used at the end of the fiscal year shall not be rolled over to any subsequent fiscal year.

Upon 80% exhaustion of the County contributed hours, the Union may request that a 2-week Union Time Pool contribution period be initiated. Bargaining unit employees may contribute up to 400 hours of personal leave, not to exceed forty (40) hours per employee, during this 2 week contribution period. Only one Union Time Pool contribution period can be conducted in any fiscal year. The hours contributed by employees will be maintained in the pool as a dollar amount using the contributing employee's base hourly rate. Hours contributed by employees shall be rolled over to a subsequent fiscal year; provided, however, that donations for the subsequent fiscal year shall be allowed only up to the point where the Time Pool contains 400 hours of leave donated by employees. Roll over hours shall be utilized during the subsequent fiscal year upon exhaustion of the County contributed hours.

Should there be more than 120 total disciplinary suspensions without pay, demotions, or terminations of bargaining unit employees in a fiscal year and the 2400 hours of pool time has been exhausted in that fiscal year, the Department shall allow the Union to use

up to 5 hours of administrative leave time for each additional suspension, demotion, or termination during that fiscal year. This provision shall only apply if the bargaining unit employees have contributed 400 hours to the Union time pool in accordance with the above.

The Union Time Pool may be used for Union business (including, but not limited to, attending grievance and arbitration meetings/hearings, investigating grievances; and Union conventions, education, and public service within Orange County) upon approval by the Union President or designee. Requests for such time off shall be in writing, using the designated Request for Withdrawal form, and shall be submitted to the Chief of Corrections or his/her designee for approval at least twenty-four (24) hours prior to the time of such requested time off, unless circumstances beyond the Union's control warrant less notice. The Chief of Corrections or his designee shall notify the Union of his/her approval or denial of such request within a reasonable period of time. Approval for the use of Union Time Pool shall be withheld only upon operational need, where the granting of the request will result in avoidable overtime cost to the County, or if the request fails to comply with the requirements set forth herein.

The Corrections Department shall submit the designated Request for Withdrawal form to the Payroll Department for each bargaining unit employee requesting to use time from the pool within the deadline established by the Payroll Department.

Any corrections, revisions or adjustments necessary for any reason will be made the pay period following written notification of same to the Payroll Department.

The Union Time Pool hours contributed by the County shall be charged on an hour for hour basis. The Union Time Pool hours contributed by the employees shall be charged by multiplying the hours being requested times the leave user's hourly rate of pay, and deducting that amount from the Time Pool balance. Dollar amounts shall be rounded to the nearest whole cent.

Management maintains the authority, in its sole discretion, to authorize leave with pay for union activities when it is believed to be in the best interest of the department and /or the County. Hours authorized under this provision will not be deducted from the Union Time Pool.

In the event, and for any reason, the Department is unable to create or implement the Union Time Pool, then the Department shall contribute 2000 hours of administrative leave time to the Union for use in the same manner as the Union Time Pool.

Any injury received or accident incurred by an authorized Union representative whose time is being paid for by the Union Time Pool, or while engaged in activities paid for by the Union Time Pool shall not be considered a line of duty injury. Nor shall such injury or accident be considered to have been incurred in the course and scope of employment by the County.

Union pool time shall not be considered time worked for FLSA purposes.

The Union agrees to indemnify and hold harmless the County, its agents, employees, and officials from and against any claims, demands, damages or causes of action (including but not limited to claims, etc., based on clerical or accounting errors caused by negligence), or any nature whatsoever, asserted by any person, firm or entity, based on or relating to any payroll deduction required or undertaken under this article, and agrees to defend at its sole expense any such claims against the County or its agents, employees or officials. The term “officials” includes elected or appointed officials.

8.3 MANAGEMENT/LABOR MEETINGS

The Chief of the Department of Corrections or his designee(s) shall meet as needed, but at least quarterly, with representatives of the Union. The purpose of such meetings is to discuss formally matters of concern and/or interest to either party. On duty time shall be provided for three (3) Union representatives and may be increased, if both parties mutually agree. The parties’ attorneys shall attend such meetings only if agreed upon by the Union and the Department prior to the meetings. MCO meetings shall be similarly scheduled for up to three (3) Union representatives.

8.4 INTERNAL UNION MATTERS

Employer recognizes the right of the Union to govern its internal affairs, except as may otherwise be provided by law.

8.5 ATTENDANCE AT NEGOTIATIONS AND MEETINGS

The County shall make available time off from work with pay for up to three (3) Union designees (five (5) in the case of CBA negotiations) to take part in the following Union business or activities. The Union agrees that it will use less than the allotted number of designees unless a true need exists.

A. CBA Negotiations;

B. Officially designated Labor/Management Meetings, and meetings agreed-to by the Union and the Department to resolve operational and/or contract issues outside of the grievance and/or disciplinary process.

8.6 This Article shall supersede any past practice regarding the flexing of time to attend to Union business.

8.7 RESERVED PARKING SPACE

The County shall designate one (1) reserved parking space for use by the Union.

8.8 The Union’s President shall be assigned to a Dayshift assignment without regard to Article 32 of this Agreement if, and when, a Dayshift assignment becomes available. This provision shall not require the County to create a Dayshift assignment for the Union President or remove an existing Dayshift employee from his or her assignment in favor of the Union President.

ARTICLE 9

NON-DUES-PAYING MEMBERS

9.1 RIGHT TO JOIN OR NOT JOIN UNION

Any employee shall have the right to join or not to join the Union as provided for in State law and P.E.R.C. rules, without interference, intimidation or coercion by either the County or the Union.

9.2 RIGHTS OF NON-DUES PAYING MEMBERS

Employees who do not join the Union may enjoy the rights and privileges of this Agreement, with the understanding that the Union is not obligated (except as may be set forth in State law) to and will not assist any non-member in obtaining any right or privilege sought to be enforced hereunder. In particular, the Union will not represent non-members in disciplinary hearings, grievances or arbitration, but may represent the Union's position to the benefit of its members.

9.3 AGREEMENTS WITH NON-MEMBERS

Any agreement or grievance resolution reached between the County and any non-member to which the Union has not consented will not be binding on the Union in any future matters.

ARTICLE 10

SERVICES TO THE UNION AND ACCESS TO EMPLOYER FACILITIES AND INFORMATION

10.1 Employer shall furnish the Union Board of Directors at board@fop86.com the County electronic mail system, notice of all current or subsequently amended written rules or regulations pertaining to the bargaining unit employees.

10.2 COMMUNICATION

No employee or Union representative shall conduct any Union activity or business in a County work area or on the County employee's actual work time, unless authorized by the Chief of Corrections or his designee, or as permitted by this Agreement.

10.3 ACCESS BY NON-EMPLOYEE UNION REPRESENTATIVES

Authorized (those who have been previously identified to Department as non-employee union representatives) non-employee Union Representatives will be given reasonable access to work locations during working hours to investigate and process grievances or post bulletins on the bulletin boards without unreasonable interference with Employee work or Department operations. The Union shall give the Department head and his designee a written list of such authorized association representatives. Only those people whose names appear in the current list shall be granted access under this provision. All such authorized persons shall agree to abide by all Department rules and procedures and to follow all reasonable directions given by the Chief or his designee.

10.4 ACCESS TO EMPLOYER INFORMATION

The Employer shall make available to the Union, upon its reasonable request, any non-privileged information, statistics and records relevant to negotiations, investigations, grievances and predetermination hearings that are necessary for proper enforcement of the terms of this contract. The Union shall have the same duty with respect to requests made by the Employer.

The Employer shall copy the Union Board of Directors at board@fop86.com via the County electronic mail system, on all predetermination and grievance hearing notices.

The parties agree that they will furnish sufficient information to the relevancy of their request in negotiations and enforcement of the contract and that each shall pay the costs incurred in the compilation of such information, if requested.

The Employer agrees to furnish the Union Board of Directors at board@fop86.com with notice via the County electronic mail system, of all future amendments and revisions to any departmental orders, policies, rules and regulations or manuals, inclusive of all amendments, once finalized.

ARTICLE 11

OUTSIDE EMPLOYMENT

11.1 RIGHT TO OUTSIDE EMPLOYMENT

Each employee shall have the right to engage in outside business activities or employment, provided such is not inconsistent or incompatible with or does not interfere with the proper discharge of the employee's duties and responsibilities for the County or violate the Department's Code of Ethics.

11.2 RESTRICTIONS

Written notification of outside employment or business activity must be provided to the employer. Any conflict of interest or perceived conflict will be handled in accordance with County policy.

Uniforms and/or County issued equipment cannot be worn or utilized in any outside employment or business activity unless expressly authorized in writing by the Chief of Corrections or his designee.

ARTICLE 12

BULLETIN BOARDS

12.1 GENERAL

The County agrees that the Union shall have adequate space made available in conspicuous location in all buildings operated by the Corrections Department for the purpose of posting bargaining agent notices to members of the bargaining unit. The bulletin boards shall be provided by the Union and shall remain at all times the property of the Union.

There will be one board per identified location no larger than 36" x 36".

12.2 MATERIALS

All materials placed upon the bulletin boards by the Union will be signed by the Union Chairman or his designee and copies of any materials to be posted will be filed with the Chief of Corrections or his designee prior to posting. The Chief may disapprove such posting pursuant to the provision as outlined in 12.3. Disapproval will be conveyed to the Union within twenty-four hours of the Chief's receipt of the materials.

12.3 FORBIDDEN MATERIALS

The Union shall not post any materials which are obscene, defamatory, impair the operations of the Corrections Department, violate any provision of this Agreement or any County policy or which constitute political campaign material. Materials placed up on the Bulletin Board shall pertain only to Union business and activities and shall not contain anything political, nor anything reflecting adversely upon the County, any of its employees, officials, elected representatives, constituents or independent agencies. No materials, notices or announcements that violate the provisions of this section, or any County policy shall be posted.

12.4 USE OF ELECTRONIC BULLETIN BOARD

Subject to the provisions of Article 12.2 above, the Union may post materials on the OCCD electronic bulletin board, subject to reasonable limitations regarding space availability.

12.5 USE OF E-MAIL SYSTEM

The parties acknowledge that, on occasion, it may be efficient for the Union to use the County e-mail system. The parties also acknowledge the County's right and need to control the content of any e-mail to avoid liability for certain inappropriate use of e-mail, including, but not limited to, violation of Article 3 of this Agreement, loss of productivity, unauthorized access to internet sites, and communications that are detrimental to the professional operation of the Department. Subject to the provision of Articles 12.2 and 12.3, and provided that the use of the e-mail system does not affect

operations, the Union may use the e-mail system to allow membership to vote on contract issues and to communicate with the Board of Directors.

ARTICLE 13

EMPLOYEE DISCIPLINARY PROCEDURES

13.1 STANDARDS FOR DISCIPLINE

The County and the Union agree that all employees are subject to the terms of this Agreement, to the rules and regulations proscribed by the Department, and to the extent, different and applicable, set forth in the County Policies and Operational Regulations Manual. Disciplinary action or measure for any transgression of same shall include only the following:

- Verbal Warning (officially documented)
- Written Reprimand
- Suspension
- Demotion (Reassignment)
- Transfer (in accordance with Article 13.12)
- Termination

If a bargaining unit employee is suspended without pay, management shall have the option to deduct personal leave hours from the employee's accrued leave account equal to the length of the imposed suspension in lieu of relieving the employee from duty. Additional hours beyond the regularly scheduled work hours may not be worked during the pay period that includes a suspension, unless authorized by a Captain (or equivalent) or above.

This Article shall not apply to counseling and/or instruction, which shall be listed separately from any disciplinary action on any notice of discipline. If the Employer has reason to reprimand a Bargaining Unit member, it shall be done in a manner that is least likely to embarrass that member before other members, other employees of the Employer, or the public.

Absenteeism that is not indicative of abuse or misuse of the time off system may not normally be the basis for discipline.

13.2 RULES AND REGULATIONS AND EMPLOYER POLICY

Both parties agree that all bargaining unit employees are subject to the rules and regulations prescribed in the County's policy manual, except as amended by this Agreement. All bargaining unit employees will follow all lawful written and verbal orders, directives, and/or instructions given to them by superiors, even if such orders, directives, and/or instructions are alleged to be in violation of or in conflict with this Agreement. Compliance with such lawful orders, directives, and/or instructions shall not prejudice the right to file a grievance or affect the ultimate resolution of such grievance, pursuant to the terms of this Agreement.

13.3 UNION REPRESENTATION AT MEETINGS

Every employee who is a member of the Bargaining Unit has the right to request, in accordance with applicable law, Union representation at all meetings with management when a disciplinary action may result. The request for Union representation shall not unreasonably delay (normally no more than 24 hours) the meeting.

13.4 INVESTIGATION PROCEDURES

All administrative investigations of any bargaining unit employee will be conducted in accordance with Orange County Policy Manual and Operational Regulations, or Department Administrative Orders, and all applicable Florida Statutes (including the Law Enforcement Officers/Corrections Officers Bill of Rights as amended) and due process rights.

All notices or letters announcing the possibility of discipline and/or informing the employee of a Pre-Determination Hearing (“PDH”) shall be in one of the two following forms:

Based upon the above information, I am considering disciplinary action.
However, we do not anticipate termination at this time.

or

Based upon the above information, I am considering disciplinary action up to and including termination.

The Corrections Department will attempt to prioritize investigations in which the employee has been placed in “no inmate contact” status during the investigation.

13.5 RESIGNATION

Any member of the bargaining unit may resign at any time during an investigation. If an employee elects to resign, any ongoing investigation shall continue in accordance with the FDLE regulations. Upon completion of the investigation, the file shall be marked in accordance with FDLE Affidavit of Separation Form.

Any employee electing to voluntarily resign during a pending investigation waives the right to any claim or action under the grievance and arbitration provisions of the Agreement. The County also will inform the employee and the Union if FDLE has been notified or if the investigation has been forwarded to the FDLE.

Verbal resignations will be accepted as valid and sufficient notification by an employee of his/her intention to resign.

13.6 PROBATIONARY STATUS

Corrections Officers who are not certified state corrections officers at their time of initial hire shall be on new-hire probation for sixteen (16) months from their date of hire. Bargaining unit employees who are state certified corrections officers at the time of their initial hire shall serve a new-hire probationary period of one (1) year from their date of hire. Employees who are on initial-hire probation may be separated from employment upon determination by management that they have not successfully completed their probationary period. Promoted bargaining unit employees shall serve a promotional probationary period of six (6) months from their date of promotion. Employees who are on promotional probation may be returned to their former position for performance or disciplinary reasons.

13.7 SPECIFICITY OF CHARGES

All charges against an employee shall be clearly and sufficiently detailed such as to allow the employee to ascertain the charges made against him/her. The charges must contain specific details about the conduct as being wrong and must allege facts, actions or inactions. The charge of "insubordination" must include the actual order, directive, and/or instruction given to the employee to which the employee failed to comply.

13.8 CONDITIONS OF INVESTIGATION

Whenever an employee is under investigation or subject to interrogation by the County for any reason that could lead to disciplinary action, such investigation and/or interrogation shall be conducted under the following conditions:

- A. The employee may have either his counsel or union representative, or both, present during all phases of any investigation by the County, unless there is a conflict of interest because the union representative chosen is involved in the discipline of the employee being investigated. In such circumstances the union shall provide another union representative.
- B. No public statements concerning any ongoing investigation, other than a statement that an investigation is ongoing, shall be made by County until the completion of any grievance and of any imposed discipline unless the County is required to make such statement pursuant to applicable law.
- C. Findings of the internal investigation shall be reported only as "sustained" (guilty as charged), "not sustained" (not guilty), "unfounded" (without merit) or "exonerated" (act was legal). No other terminology may be used by the Department.

13.9 DISCIPLINE SHALL BE JUST, FAIR AND PROGRESSIVE

Disciplinary action may only be taken for just cause. Discipline shall be fair, consistent, and progressive for similar or substantially similar violations. An employee's prior discipline history, or lack of such history, the seriousness of the offense, and any

mitigating or aggravating factors will be important factors in determining the level and progression of discipline. The parties recognize, however, that certain serious offenses will be basis for immediate discharge without regard to prior record, length of service or other considerations.

13.10 TRANSFER IS NOT NORMALLY AVAILABLE AS DISCIPLINE

The County and the Union agree that the County shall not normally transfer employees as a disciplinary action, except in those instances where such transfer is necessary to maintain the good working order of the department or as a change of work assignment due to a reassignment (demotion) for disciplinary purposes. In such cases, the County may require the transferred employee to remain in the new work assignment for a period not greater than twelve months; however, the Department may consider a request by the employee to bid for a job on a different shift where reasonable.

Bargaining unit employees may be temporarily transferred or reassigned pending an investigation.

13.11 ACCESS TO VIDEO RECORDINGS

Any bargaining unit employee required to submit a report or statement regarding a planned use of force shall be afforded a reasonable opportunity, upon his/her request, to review any recording of the planned use of force before submitting the report or statement. However, the request to review the recording shall not relieve the employee of the responsibility of submitting the report or statement within established time limits.

If an incident has been recorded, and the videotape is not available for the employee to review at the time that his/her report or statement regarding the incident is submitted, the employee may submit a supplemental report or statement, after reviewing the recording, by the end of their shift.

ARTICLE 14

GRIEVANCE AND ARBITRATION PROCEDURES

14.1 DEFINITION OF GRIEVANCE

For purposes of this contract, the term grievance shall mean any dispute between the Employer and the Union concerning an alleged breach or violation of this Agreement.

14.2 INITIAL STEPS OF GRIEVANCE

Each grievance will be presented in the manner described herein and shall not be considered or entertained unless so presented. The grievance may be filed either by a Bargaining Unit member or by the Union. Union grievances shall be filed only by designated individuals once authorized by the FOP President. Union class grievances and terminations shall automatically be handled at Step Two (Chief of Corrections or designee). Any grievant and management may agree to waive Step One in any grievance.

Both the Employer and the Union agree that it is best when disputes are settled at the earliest possible point and as such, except where the Union is filing the grievance, the County and the Union agree that the employee and Union will make an effort to discuss the issues with the immediate supervisor in order to resolve the issues before a grievance is filed. Grievances should be raised at the earliest time possible. All grievances must be ~~raised~~ filed within ten (10) working days after the grieving party knew or should have known of the facts giving rise to the grievance.

Grievances must be processed in the manner prescribed herein and in strict accordance with all time limits. No grievance shall be considered proper or need to be processed, unless made pursuant hereto and unless it alleges a violation of this Agreement or depends upon the interpretation or application of one or more of the provisions hereof.

14.3 PROCESSING OF GRIEVANCES

Grievances will be processed in the following manner:

- A. A matter otherwise constituting a grievance not presented within the time limits and in compliance with this Article shall be conclusively barred on the merits following expiration of the prescribed time limit. Such a time-barred grievance need not be entertained or processed and only facts disputed as to timing will be the subject of any arbitration resulting from the matter. A grievance, which is for any reason not advanced to Step 2, Step 3, or arbitration within the time limits prescribed herein for such advancement, shall be similarly barred.

Failure on the part of the County to respond within the time limit set forth at any step requires the aggrieved employee or Union to proceed to the next step. Failure on the part of the aggrieved employee or Union to so proceed within the time

limit after expiration of the time limit for the County's response shall cause the matter to be barred, as set forth in this paragraph.

- B. A time limit at any step of grievance procedure may be extended by written mutual agreement of the Union and the County.
- C. All grievances shall be dated and signed by the grievant or Union representative. Any decision rendered shall be in writing and shall be dated and signed by the County's representative at that step.
- D. Grievances shall be filed using the form provided by the Corrections Human Resources Service Center, which shall be provided to the grievant upon request. The form shall be fully completed by the grievant and shall set forth in detail, in the space provided on the grievance form or on attachments, all of the following:
 - 1. A complete statement of the grievance and facts upon which it is based;
 - 2. The section or sections of this Agreement claimed to have been violated, and,
 - 3. The remedy or correction requested.
- E. In computing time limits under this Article, a working day shall be defined as Monday through Friday, excluding County recognized holidays. A working day is one (1) twenty-four (24) hour period. Unless mutually agreed, all grievance hearings will be during working hours between 8:00 a.m. and 5:00 p.m., Monday through Friday, except agreed holidays under this Agreement.
- F. Any grievance filed on behalf of or for the benefit of any employee(s) must specifically identify all such employee(s) and may not be amended after completion of Step 2. No monetary or other relief shall be granted or awarded to any employee(s) not so identified.
- G. In all cases requiring the aggrieved employee or the Union to timely present or advance a grievance to a designated County official, hand delivery during the hours of 8:00 a.m. until 5:00 p.m., Monday through Friday, except holidays hereunder, to the office of the official shall be sufficient for compliance with prescribed time limits, if the designated official is not personally available for service.
- H. Nothing in this Agreement shall prohibit the presence of a Union representative(s) at all steps provided in this procedure and/or to present any grievance.

14.4 STEP ONE

An aggrieved employee or the Union shall present the grievance in writing to a Corrections Human Resources representative within ten (10) working days after the grieving party knew or should have known of the facts giving rise to the grievance. Upon

receipt of the grievance, the Corrections Human Resources representative shall forward a copy of the grievance to the County Human Resources Division. In the event a grievance is filed by an individual Bargaining Unit member without Union involvement, the department manager shall provide a copy of the grievance to the Union President via the FOP Corrections Department mailbox.

The Corrections Human Resources representative will make a decision and communicate it in writing to the grievant, the Union President and the Human Resources Director on the prescribed form within ten (10) working days from the date the grievance was received.

14.5 STEP TWO

If the grievance has not been resolved with finality at Step One, the aggrieved employee or Union may, within ten (10) working days following the answer provided at Step One, present the grievance in writing on the original grievance form to the Chief of Corrections or his/her designee. The Chief of Corrections or designee shall conduct a meeting with the grievant within ten (10) working days of receipt of the written grievance. The grievant may be accompanied at this meeting by a Union representative, who shall have full authority to speak for or act on behalf of the grievant.

The Chief of Corrections or designee will make a decision and communicate it in writing to the Union, the grievant and the Corrections Human Resources Center staff on the prescribed form within ten (10) working days after the meeting date.

Verbal warnings cannot be advanced past Step Two. Performance evaluations shall only be reviewable through the division chain-of-command.

14.6 STEP THREE

If the grievance is not fully resolved in Step Two, the Corrections Human Resources Service Center will forward the original written grievance to the Human Resources Division and the Union within ten (10) working days. If the employee fails to sign the original grievance package, the Chief has no obligation to submit it to either the Human Resources Division or the Union and the grievance shall be considered closed. All memoranda, correspondence and documentation considered in Steps One and Two shall be attached to the original grievance form. Presentations at the GAB hearing shall be limited to information relevant to the grievance at issue, and the parties shall be precluded from presenting information of which the opposing party was not given seventy-two (72) hours notice. Extensions at Step 3 shall reasonably be given should an extension be needed based on newly presented information. The Human Resources Division shall schedule the GAB hearing within ten (10) working days, upon receipt of the grievance.

The Grievance Adjustment Board shall consist of the County Administrator or designee, a Union designee and one other employee of Orange County Corrections who is outside the Bargaining Unit and who is at the level of Assistant Manager (Captain) or above.

Any time limit extensions at Step 3 must be mutually and reasonably agreed to by the **County** Human Resources Division and the grievant or Union, and shall normally be rescheduled within two (2) weeks at a date/time agreed to by the parties.

A majority decision of the Grievance Adjustment Board shall be determinative of the grievance. The County shall notify the grievant and Union of the Board's decision within ten (10) working days following the meeting.

During their probationary period, new hire probationary employees shall only be entitled to a predetermination hearing and then a one step grievance hearing before the Chief of Corrections or his/her designee for any matter relating to job performance, duty assignment, or separation from employment for not successfully completing their probationary period. Employees on promotional probation shall be entitled to the grievance process up to and including Step Three.

Written reprimands cannot be advanced past Step Three.

14.7 ARBITRATION

If any grievances are not resolved by the foregoing grievance procedure, the Union, within twenty (20) working days after the Grievance Adjustment Board's decision, shall give to the County Administrator, by hand delivery or by registered or certified mail, written notice of its desire to submit the matter to arbitration. Said written notice shall include a written statement of the position of the Union with respect to the arbitrable issues.

Within ten (10) working days of such notice, the Union and/or grievant shall request by a letter to the Federal Mediation and Conciliation Service a list of seven (7) arbitrators who reside in the State of Florida and who are experienced in the field of the subject to be arbitrated. Within five (5) working days after receipt of the list of arbitrators, Union and Employer shall meet to strike names. The Union and Employer shall alternately eliminate names one at a time from the list of persons, until only one remains and this person shall be the arbitrator. The Employer and Union will alternate in the right to first strike names in successive arbitrations.

14.8 CONDUCT OF HEARING

A. As promptly as possible, after the arbitrator has been selected, he/she 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 County and the Union.

It will be the obligation of the arbitrator to the County and the Union to make his/her best effort to rule on the cases heard by him/her within twenty-one (21) calendar days of the arbitration 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 (1) 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.
- E. Unless otherwise mutually agreed in advance, the submission to the arbitrator shall be based on the original written grievance submitted in the Grievance Procedure. The arbitrator shall consider and decide only on the specific grievance issue(s) submitted to him/her in writing by the County and the Union and shall have no authority to consider or rule upon any other matter that is stated in this Agreement.
- F. 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. He/she shall not have the authority to add to subtract from or modify any of said terms or to limit or impair any right that is reserved to the County, 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.
- G. No decision of any arbitrator in any one case shall create a basis for retroactive adjustment in any other case.
- H. 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 Orange County Corrections, except in accordance with State law.
- I. 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.
- J. The decision of the arbitrator is final and binding on both parties and the grievance shall be considered permanently resolved, subject to any judicial relief available to either party under Florida law.
- K. The expense of the arbitrator shall be borne by the losing party. Each party shall make arrangements for and pay the witnesses which it called. In the event one party does not prevail on 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.
- L. Where the Union is not a party and does not represent the grievant in the arbitration proceedings, the grievant will bear the full cost of the compensation

and expenses of the arbitrator, should the grievant not prevail. Each party shall bear all costs of preparing and presenting its own case. Either party desiring a record of the proceedings shall pay for the record and/or stenographic services. If the grievant is not represented by the Union at the arbitration proceedings, the grievant shall be required to make a deposit of cash, money order or certified check, to be held by the County in escrow, in an amount equal to the full amount of the estimated arbitration costs. If there is a dispute as to the estimated costs, said dispute shall be submitted in writing to the arbitrator for resolution prior to the hearing. This deposit must be made at least ten (10) calendar days prior to the date of the scheduled arbitration hearing.

- M. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned from employment by the County, less any County-provided pension, paid leave, Worker's Compensation, unemployment and/or wages or income from other employment.
- N. No decision of any arbitrator or of the County in any one case shall create the basis for retroactive adjustment in any other case. In settlement or other resolution of any grievance resulting in retroactive adjustment, including back wages, such adjustment shall be limited to a maximum of four (4) bi-weekly pay periods prior to the date of filing of the grievance.

ARTICLE 15

PROMOTIONS

15.1 PROMOTIONAL PROCEDURES AND STANDARDS

It is the policy of the Orange County Board of County Commissioners to give priority to current employees of the Orange County Corrections Department before considering applicants from other parts of the County or from the general public.

All promotions shall be made in accordance with this Agreement. Not less than once every twenty-four (24) months or as needed, the County shall provide tests to determine the ranking of eligible persons for vacancies in the ranks of corporals and sergeants. No person outside the bargaining unit shall be given any job acting as a corporal or sergeant.

15.2 TESTING

The County shall establish and utilize a testing process for the promotion of Department corporals and sergeants. The testing process shall be developed by an outside independent contractor, must be approved by the County Human Resources Department or its designee, and include input from, the Union, or shall be a process agreed to in writing between the County and the Union.

15.3 ELIGIBILITY

- A. In the event of an opening for sergeant or corporal and there are former sergeants or corporals in lay-off status and working as correctional officers, they shall first be placed in such vacant sergeant or corporal positions, as the case may be, in accordance with the seniority provision contained elsewhere here in Article 15.
- B. If there are remaining sergeant or corporal positions to be filled, the test required hereby shall be given if no then current promotional list exists.
- C. Any Correctional Officer or Classification Officer in good standing, who has been employed for at least two (2) years as a certified Correctional Officer or certified Classification Officer with the Department, shall be eligible to take the promotional exam for corporal. Any corporal in good standing, who has been currently employed as a corporal for at least two (2) years with the Department, shall be eligible to take the promotional exam for sergeant.

15.4 GOOD STANDING DEFINED

For purpose of this Agreement, good standing shall mean any bargaining unit member who has not received during the previous twelve (12) months either a performance evaluation with any rating of below standard or disciplinary action above a written reprimand.

15.5 ADMINISTRATION OF TESTS

- A. County will administer tests for corporal and sergeant, such that there exists a current promotional list.
- B. County shall, not less than forty-five (45) calendar days prior to conducting such tests, announce at least the following:
 - 1. Date, time and place of the test
 - 2. Method of scoring
 - 3. Areas covered by the test
 - 4. Sources from which examination questions are drawn (a master set of source material will be maintained in the Department's Training Section Library or electronically, for review by staff, Union and all applicants)
 - 5. Sign up dates (sign up shall occur not less than thirty (30) calendar days prior to the tests being given and shall be open for not less than fifteen (15) working days)
 - 6. Provide a list of appropriate reference materials.

The County shall be allowed to correct the announcement within the first fifteen (15) calendar days of posting without adjustment of the above time frames.

- C. The Department shall re-post vacant Corporals and Sergeants positions that the Department intends to fill, but that have remained vacant for a period of time exceeding forty-five (45) calendar days after initial posting, before filling those open positions with probationary Corporals and Sergeants.

15.6 COMPILATION OF PROMOTIONAL LISTS

Subsequent to the tests being given and scored, the results shall be ranked from highest score to lowest score. Once certified by the Department, these promotional lists shall be the only lists from which promotions shall be made to corporal or sergeant, until such lists are replaced by new lists created pursuant to these same provisions.

The Department shall post copies of these lists in all appropriate venues and shall make a copy available concurrently to Union.

Objections to ranking and/or eligibility on the lists must be made within ten (10) working days of posting or such objections are deemed waived.

Lists so created shall be dated as of the date posted and shall be effective for not more than twenty-four (24) months, unless depleted earlier. The new list will become effective upon the depletion or the conclusion of the previous list.

15.7 SELECTION OF PROMOTIONAL CANDIDATES

The County shall fill all vacancies for the post of corporal or sergeant from the promotional eligibility lists. In making promotions, the County shall select from the list for corporal or sergeant that have remained in good standing, as the case may be, from the top three ranked and eligible persons; then from the next top ten ranked and eligible persons, then start the rotation anew. The eligibility lists shall be adjusted after each selection to move all names below a selected name up, such that no vacancies occur between names on the lists. Candidates who fail to remain in good standing shall be removed from the current promotional eligibility list and shall be required to complete the testing process in a subsequent test process to be again eligible for the list.

- 15.8 The County shall promote employees to fill Classification Officer vacancies in accordance with the provisions herein; provided, however, nothing prevents the County from hiring employees from outside the County to fill Classification Officer vacancies.

ARTICLE 16

SENIORITY

16.1 DEPARTMENTAL AND CLASSIFICATION SENIORITY

Seniority shall generally, and unless otherwise specified in this Agreement, be defined as the total length of unbroken employment with the employer as a certified corrections officer, classifications officer, corporal or sergeant.

Departmental Seniority shall be defined as an employee's most recent period of unbroken continuous service with the Orange County Correction's Department.

Classification Seniority shall be defined as an employee's cumulative period of service in a classification with Orange County Correction's Department.

16.2 TIES IN SENIORITY

Where there are two or more employees in the same classification who were appointed on the same date, then the length of total service with the Department shall determine their seniority and classification. If length of total service with the Department is also the same, then seniority shall be determined by the toss of a coin for each occurrence in which seniority is in question. The coin toss shall be conducted in front of a representative of the Union.

16.3 FORFEITURE AND RESTORATION OF SENIORITY

An employee shall forfeit seniority rights only for the following reasons:

- A. The employee resigned;
- B. The employee is terminated from a bargaining unit position. It is agreed that an employee who has been terminated and is subsequently reinstated to a bargaining unit position shall have his seniority restored under the following circumstances:
 - 1. The employee is terminated due to a work-related injury and is reinstated within twelve (12) months of termination; or
 - 2. The employee maintains employment with the County in another capacity; or
 - 3. The employee is reinstated through the grievance/arbitration process.
- C. If the employee is absent without pay for a period of thirty (30) calendar days or more, the employee's seniority date will be adjusted by the total number of days absent without pay (including the initial 30 calendar days);
- D. The employee retires on a regular service retirement; or

- E. If following any lay-off, an employee fails to return to work or refuses to notify the Department of his intention to return to work within fourteen (14) calendar days from the date of such written notice of recall exceptions to this may be made by the employer on the grounds of good cause for failure to notify or report.

16.4 SENIORITY LIST

The employer shall establish and maintain two (2) seniority lists, one by departmental seniority and one by classification seniority. Both seniority lists shall be updated as needed. Copies of the two lists shall be made available (concurrently) to the Union President. Any objection to these seniority lists must be reported to the Chief of Corrections or his designee within ten (10) working days. Thereafter, such lists shall be determinative.

16.5 USE OF SENIORITY

Seniority shall be used primarily for the following:

- A. Lay-off or recall.
- B. Vacation scheduling, provided that seniority shall be used only for those vacation requests made between January 1 and January 31 of each calendar year for all requests for the next successive twelve calendar months (February 1 of that calendar year through and including January of the next calendar year); all other requests shall be on a first come first choice basis.
- C. Job and Regular Days Off (RDO) bidding in accordance with Article 32 of this Agreement.

16.6 LAY-OFFS

In the event of a lay-off, employees shall be laid off in reverse order of their seniority, as defined as the length of service in a recognized classification and within the Department. Employees in a higher classification (sergeant or corporal) may displace a less senior employee in a lower classification, in order to remain in paid status. Copies of any lay-off notices shall be made simultaneously with their being sent to the employee and to the Union. During any period in which there are any laid-off or demoted personnel, all hiring and promotions within the Bargaining Unit shall be accomplished by using these affected personnel in the inverse order of their demotion or lay-off.

16.7 NOTICE OF LAYS-OFF

An employee shall not be laid-off unless he has received two (2) weeks advance written notice of such lay-off.

16.8 RECALL

Any laid-off employee shall be recalled to duty by telephone and certified mail at the last address indicated in the employee's personnel records. Except as excused by the employer, employees who fail to acknowledge receipt of the properly addressed certified mail or such phone call within ten (10) calendar days of the initial attempt to delivery will forfeit their seniority and recall rights.

ARTICLE 17

SHIFT DIFFERENTIAL

- 17.1 Only second and third shift non-exempt positions shall be eligible for shift differential.

To qualify for shift differential payment, half or more of the hours worked must be:

For eight-hour employees:

Between 3:00 p.m. and 11:00 p.m. for second shift payment of \$0.35/hour.

Between 11:00 p.m. and 7:00 a.m. for third shift payment of \$0.50/hour.
There will be no incentive differential for first shift.

Hours worked are counted in one-tenth (1/10) of an hour increments to determine payment of shift differential.

Shift differential shall not apply to standby hours.

For twelve-hour employees:

Between 6:00 p.m. and 6:00 a.m. for second shift payment of \$.50/hour.
There will be no incentive differential for first shift.

Hours worked are counted in one-tenth (1/10) of an hour increments to determine payment of shift differential.

Shift differential shall not apply to standby hours.

- 17.2 If half or more of the hours worked are on the second shift, the employee is eligible for second shift payment for all hours worked on the second shift.

If half or more of the hours worked are on the third shift, the employee is eligible for third shift payment for all hours worked on the third shift.

- 17.3 An employee is not required to be permanently assigned to the second or third shift to receive shift differential payment.

Unpaid time during a work period (when an employee is not on duty) is not counted as hours worked to determine shift differential eligibility.

- 17.4 Each division is responsible for accurately recording and reporting time worked for shift differential payment. Time and attendance records must be maintained for audit.

ARTICLE 18

UNIFORMS

18.1 ISSUED UNIFORMS

The following articles will be issued by the County at no cost to the Bargaining Unit members at the beginning of their employment with the County.

- 1 Jacket (Windbreaker with Liner) or
- 1 Jacket (Winter)
- 1 Handcuff Case and Key
- 1 Baseball Cap per year, unless additional cap is warranted in accordance with 18.3 herein
- 1 Full or wide-brim hat for employees assigned to outside duties.
- 5 Short sleeve shirts and two (2) long sleeve
- 5 Trousers (road crews will receive two (2) pair of shorts, in addition to their trousers)
- 1 Badge Set – Silver/Gold
- 1 Name Plate – Silver/Gold with Black Letters
- 1 Annual payment (made in March) of \$100 as a shoe allowance
- 1 Black division issued sweater
- 1 Raincoat

18.2 TERMINATION OF EMPLOYMENT

Upon termination of employment, the articles (excepting shoes and baseball cap) will be surrendered by the employee in like condition as when issued, reasonable wear and tear expected.

18.3 REPLACEMENTS

All articles of clothing and/or equipment enumerated in 18.1 issued to bargaining unit members, required to be worn in the performance of their work, shall be furnished by the County. It shall be the obligation of the employees to maintain such items in good and presentable condition and, when possible, to notify the County in advance of a need for replacement of any such item. Request for and replacement of an unserviceable or damaged article shall be in accordance with Corrections Department Standard Operating Procedures. An employee who loses or damages clothing and/or equipment due to neglect or improper care shall reimburse the County for the cost of the clothing and/or equipment.

18.4 EXCLUSIVITY OF UNIFORM

No insignia other than that prescribed by the Orange County Corrections Department shall be worn with any required uniform.

18.5 ADDITIONAL CLOTHING

- A. With their required uniforms, employees shall furnish and wear black socks or stockings, except in the case of employees who for documented medical reasons must wear white socks or stockings or other special footwear.
- B. Maternity Uniforms shall be issued to uniformed Bargaining Unit employees upon medical verification of pregnancy in the amount of five (5) maternity trousers and five (5) smocks. The uniforms shall be returned to the Uniform Supply Section upon the employee's return to work from the birth of the child.
- C. Uniformed Bargaining Unit employees shall not be unreasonably required to work outdoors in inclement weather without appropriate protective clothing, as may be dictated by particular weather conditions.

18.6 REIMBURSEMENT FOR PERSONAL PROPERTY

The County agrees to reimburse the full cost for eye glasses and contact lenses not to exceed two hundred dollars (\$200.00) and up to one hundred dollars (\$100.00) for wrist watches damaged in the line of duty, provided adequate proof of such damage, the circumstances of the event and proof of original purchase price (or similar verification of like merchandise) are presented to Orange County Risk Management for verification of loss.

ARTICLE 19

MILEAGE ALLOWANCE

- 19.1 Any employee authorized to use their private vehicles in the performance of County duties shall be compensated for such use at the rate, as approved by the Florida Department of Administration, for which all County employees are compensated for such use. This rate changes from time to time and it is agreed that it shall be changed as may be necessary during the term of this Agreement without collective bargaining on the subject. As used in this article, County business does not include the trip from the employee's home to the employee's assigned place of duty, or from the assigned place of duty to the employee's home.

ARTICLE 20

JURY/WITNESS SERVICE

- 20.1 Employees required to be available for jury duty shall be granted time off with pay for the length of their normally scheduled shift. The employee must present to their supervisor the summons to jury duty immediately upon receipt. Fees paid by the court on a work day shall be submitted to the County.
- 20.2 An employee who is subpoenaed to appear in court as a witness in relation to their position with the County shall be granted time off with pay for the time actually spent for the court appearance. Fees paid by the court shall be submitted to the County.
- 20.3 In no case shall administrative leave with pay, as defined in the Orange County Policy and Operational Regulations Manual, be granted for court attendance when an employee is the defendant or is engaged in personal litigation, unless such actions are a result of any act performed as a part of his/her official duties as an employee of the County.

ARTICLE 21

MILITARY RESERVE DUTY

- 21.1 The County shall continue in effect its existing practice with respect to military leave for bargaining unit members who are serving in the armed forces, including National Guard, and who are required by such forces to attend duties which conflict with scheduled working time.

ARTICLE 22

LEAVE TO VOTE

- 22.1 During a primary, general election or special election, an employee who is registered and eligible to vote, whose hours of work do not allow sufficient time for voting, shall be allowed sufficient time off with pay for this purpose. The amount of time off for voting purposes shall not exceed two (2) hours and shall be scheduled at the discretion of the appropriate supervisor after the submission of proof that the employee is registered and is eligible to vote in the particular election for which time off is sought. Where the polls are open two (2) hours before or two (2) hours after the regularly scheduled work period, or any day prior to the regularly scheduled work period, it shall be considered sufficient time for voting.

ARTICLE 23

BEREAVEMENT LEAVE

23.1 LEAVE

In the event of a death in the immediate family of an employee, or County-recognized domestic partner and recognized family members of the domestic partner, the employee shall be granted up to forty (40) hours off with pay for eight (8)/ten (10)-hour shift employees and up to forty-eight (48.8) off with pay for twelve (12)-hour shift employees, not charged to any leave balance, to arrange for and/or attend funeral service or related matters. Bereavement leave must be taken within thirty (30) days of the death, unless extended at management's discretion.

23.2 DEFINITION OF IMMEDIATE FAMILY AND DOMESTIC PARTNERSHIP RELATIONSHIPS

An employee's immediate family for purposes of this Article 23 shall be the employee's father, mother, spouse, children, step-children, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother, sister, grandparents, grandchildren, step-father, step-mother or legal guardians. The following domestic partnership relationships are recognized for employee's having completed and submitted the *Affidavit of Domestic Partnership* form in accordance with the County's process: employee's domestic partner, domestic partner's children and domestic partner's parents.

23.3 REQUESTS FOR ADDITIONAL TIME

Should an employee require additional time other than provided in 23.1, he/she may request the additional time through the Division chain-of-command to be charged against the employee's personal leave time or as leave of absence without pay.

ARTICLE 24

HOLIDAYS

24.1 HOLIDAYS

The following shall be recognized as paid holidays:

- New Year's Day
- Martin Luther King Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve Day
- Christmas Day
- Floating Holiday

The Floating Holiday may be used at the employee's discretion with supervisory approval after satisfactory completion of six consecutive months of employment.

A holiday that occurs on a Saturday or Sunday will be observed the preceding Friday or following Monday respectively, for all employees who normally work Monday through Friday.

If a holiday is observed on a day that is a regularly scheduled workday for a non-exempt employee, he/she may receive either an alternate day off as a substitute holiday or receive additional pay during the same pay period, at the Department's discretion.

Non-exempt employees working on a designated holiday will receive pay for hours actually worked at a rate of 1½ times the regular hourly rate of pay. Employees may be required, upon at least forty-eight (48) hours prior notice, to use a "holiday taken" on a holiday that they would have otherwise been scheduled to work.

Employees on personal, term or sick leave during periods when officially designated holidays occur do not have the day of the holiday charged against accrued leave and holiday pay will be received.

24.2 OPERATIONAL GUIDELINES

- A. Floating holidays must be used within the calendar year and may not be accrued.
- B. Employees must be on the active payroll on the date of the holiday to receive holiday pay.

- C. Part time employees are paid for the official holiday when the holiday falls on a day which the employee would be scheduled to work.
- D. Holiday pay is paid at the employee's regular rate of pay and for the number of hours normally scheduled on the workday.
- E. Employees receiving workers' compensation are eligible for the amount of holiday pay which will supplement the workers' compensation benefit up to the amount that would be payable if the employee were present for a normal workweek.

ARTICLE 25

LEAVE

25.1 LEAVE

During the term of this Agreement, bargaining unit employees shall be provided leave in accordance with applicable County policy, except as may be modified herein.

Leave accrual and usage shall be based on the number of hours an employee is regularly scheduled to work, including any regular shift briefing time, not to exceed accrual and usage based on 86 hours in a pay period.

For 12.2-hour shift employees, term leave may be utilized when the employee is absent from work for a minimum of thirty-six (36) consecutive work hours.

ARTICLE 26

LEAVE BANK

26.1 DEFINITION

The Leave Bank Program is a voluntary program designed to provide employees with additional leave credits in the event of personal catastrophic illness and/or accident.

The Leave Bank is administered in accordance with Orange County Policy and Operational Regulations for the Employee Leave Bank.

26.2 FAMILY MEMBER THREATENING/ALTERING MEDICAL CONDITION

The Department recognizes that circumstances could arise where bargaining unit employees may be in need of leave not covered by the County Leave Bank for the care/treatment of the employee's spouse, domestic partner or minor child (under the age of 18) and not employed by Orange County who is suffering from a life threatening/altering medical condition. Where the Department determines that such circumstances exist, the Department may allow bargaining unit employees to donate personal or term leave time to bargaining unit members under the terms and conditions established by the Department but must not exceed the parameters of the County-wide Leave Bank hours or percentage limitations.

ARTICLE 27

WAGES

27.1 WAGE INCREASES

For Fiscal Year 2013-14, effective October 13, 2014, all bargaining unit employees on the active payroll as of that date will receive a 3% wage increases. This will be accomplished by all bargaining unit employees advancing one step from their current step in the Fiscal year 2013-14 Step Pay Plans, which reflect a structure increase of 1% from the Fiscal Year 2012/2013 Step Pay Plans.

For Fiscal Year 2014-15, effective October 12, 2014, all bargaining unit employees on the active payroll as of the first full pay period following Board approval will receive a 3% wage increase as illustrated in the agreed-upon implementation spreadsheet. This will be accomplished by adding 3% to the base pay of Classification Officers, not to exceed the maximum of their pay range. Any portion of the 3% increase that exceeds the maximum of their pay range will be paid in a one-time lumps sum payment not added to their base wages. All other bargaining unit employees shall advance one step from their current step in the Fiscal Year 2014-15 Step Pay Plans, which reflect a structure increase of 1% from the Fiscal Year 2013-14 Step Pay Plans. Employees at the maximum of the pay range, and unable to move the one step, will receive a one-time lump sum payment of 2% not added to their base wages. The lump sum payments shall be treated as pensionable earnings.

The retroactive portion of the base wage increase will be paid in a lump sum to those employees in the bargaining unit as of October 12, 2014 and continuing to be in the bargaining unit, on active payroll, upon implementation (pay-out) of the base wage increase. This retroactive portion of the base wage increase will be calculated by multiplying the sum of Fiscal Year 2014-15 wages, while in a bargaining unit position under this agreement (which includes salary and overtime) from the first full pay period in Fiscal Year 2014-15 until implementation of the above cited 2014-15 base wage increase by, 3%.

- A. Increases for any Fiscal Year after Fiscal Year 2014-15 shall be determined through the collective bargaining process.
- B. New employees will be hired at the starting rate of pay for each position; however, a prospective new employee who has up to ten (10) years of actual experience in a related position may be hired at a rate of pay two (2) steps below the step occupied by existing employees with the same number of years of experience as the prospective new employee.
- C. Individuals hired as Correctional Officers who have not attained State certification as a correctional officer shall be paid five percent (5%) less than the first step of the applicable pay plan. However, the County shall have the right to offer signing incentives in order to recruit new employees. Correctional Officers

who have not attained State certification as a correctional officer shall be moved to first step of the applicable pay plan at the beginning of the first full pay period after the Department is officially notified that the Correctional Officer has attained State certification as a correctional officer.

- D. Upon receipt of an unsatisfactory performance evaluation the employee may discuss the unsatisfactory performance evaluation with the department manager or designee within ten (10) working days of receipt of the performance evaluation. The decision rendered by the department manager or designee shall be considered final and shall not be subject to the Grievance and Arbitration Procedure of this Agreement.

27.2 ANNIVERSARY DATE

An employee's anniversary date is established based on the most recent date of hire or date of promotion. The anniversary date will occur on the same date of the first day of the pay period immediately following the anniversary date each sequential year. If an employee receives a promotion, a new anniversary date will be established based on the effective date of the promotion.

27.3 FIELD TRAINING OFFICER PAY

The County shall provide an incentive of \$2.00 per hour to employees assigned as a Field Training Officer for each employee he/she is assigned to train. An employee shall only be eligible for this incentive payment when assigned and working as a Field Training Officer. No incentive compensation under this Article or otherwise shall be paid to or received by any Correctional Officer who for any reason related to work performance or otherwise ceases to perform Field Training Officer duties or functions.

27.4 MASTER CORRECTIONAL OFFICER

County shall provide an incentive of \$0.50 per hour to employees assigned as a Master Correctional Officer. No incentive compensation under this Article or otherwise shall be paid to or received by any Correctional Officer who for any reason related to work performance or otherwise ceases to perform Master Correctional Officer duties or functions.

27.5 PROMOTION TO CORPORAL OR SERGEANT

Any Officer accepting promotion to the rank of Corporal or Sergeant shall have their wages increased to the lowest step resulting in an increase of at least 7.5%.

ARTICLE 28

WORK DAY, WORK PERIOD, PAY PERIOD EXTRA DUTY AND OVERTIME

28.1 WORK DAY

- A. Eight (8), ten (10), or twelve (12) hours plus necessary shift briefing shall constitute a work day. Employees assigned to eight-hour shifts shall be scheduled a minimum of two (2) consecutive days off during each workweek, unless such is prevented by a schedule change or emergency situation. No employee shall be required to work a split or back-to-back shift, except as provided in Section 28.3, or in the case of an emergency situation.
- B. Sergeants shall have the responsibility for assigning corporals and officers at particular work sites.
- C. All employees are required to be present at their assigned jobs for the total hours in the work day and workweek, unless absence from duty is authorized by the appropriate authority. All absences shall be properly recorded and charged.

28.2 PAY PERIOD

A pay period shall be fourteen (14) consecutive days, beginning at 12:00 a.m. every other Sunday.

28.3 EXTRA DUTY

Employees may be required to work extra duty, in addition to regularly scheduled hours. Conditions that warrant utilization of extra duty assignments shall include, but are not limited to, emergency call back and short manning. No employee shall be required to work more than twenty-four hours of overtime during any pay period except in exigent situations. Employees who work extra duty shall be paid for their hours worked in addition to any paid leave taken during their pay period.

28.4 OVERTIME AND OVERTIME COMPENSATION

Except as otherwise provided in this article, overtime hours and overtime compensation shall be paid at the rate of one and one half (1½) of an employee's hourly wage for those hours actually worked in excess of eighty-six (86) hours in a two (2) week pay period, in accordance with the Fair Labor Standards Act. Paid and/or unpaid leave and Holiday Pay shall not be considered time worked for overtime purposes.

ARTICLE 29

WORK IN HIGHER CLASSIFICATION

- 29.1 The Chief of Corrections or his designee may determine if there is a need to temporarily fill a regularly budgeted position with an employee from a lower classification in the Bargaining Unit. If there exists a current eligibility list applicable to the budgeted position to be filled on a temporary basis, the Chief of Corrections or his designee may then select an employee, following the provisions of Article 15.7, to temporarily fill the budgeted position. In the event no current eligibility list exists, relative to the budgeted position, the Chief of Corrections or his designee may select any employee from a lower classification in the Bargaining Unit to temporarily fill such budgeted position. After temporary appointment to a budgeted position of a higher classification, the employee shall thereafter receive the pay rate of the minimum of the higher graded classification or a seven and one-half percent (7½%) increase, except for employees temporarily appointed to the higher classification of Classification Officer who shall thereafter receive the pay rate of the minimum of the classification or a five percent (5%) increase, whichever is greater, for the remainder of his temporary service in that higher classification.

ARTICLE 30

CALL BACK PAY

- 30.1 Call Back pay is provided to compensate employees required to return to work after completing a regularly assigned shift. Eligibility for call back pay is as follows:
- A. Any employee who is off-duty and required to return to work shall be eligible for call-back pay.
 - B. Any employee who is on-duty and is instructed and assigned to return to work or remain on-duty shall be ineligible for call back pay, but eligible for compensation at the appropriate rate of pay.
 - C. Any employee required to continue working after completion of his regular scheduled shift shall be ineligible for call back pay, but eligible for compensation at the appropriate rate of pay.
 - D. Any employee eligible for call-back pay shall be paid for the actual hours worked, with a minimum guarantee of three (3) hours pay.
 - E. Employees returning to work on a voluntary basis to attend meetings or Department functions will be paid for actual time worked.

ARTICLE 31

SAFETY AND HEALTH

31.1 COOPERATION

The Union and County shall cooperate in the enforcement of Orange County safety rules and regulations and all Florida Statutes regarding safety and health and shall promote sound safety practices for the protection of both the employees and the public with the continuing objective of eliminating accidents and health hazards.

31.2 PROTECTIVE DEVICES

Protective devices, wearing apparel and other equipment necessary to protect employees from injury shall be provided and adequately maintained by the County. Such protective devices, wearing apparel and other equipment, when provided and required, must be used and the Union agrees that failure by an employee to obey safety regulations and to use such protective devices, wearing apparel and other equipment shall be just cause for disciplinary action.

31.3 SAFETY MEETINGS

The County and the Union agree to meet and confer on matters of safety upon the written request of the other. The Chief of Corrections or his designee shall request and represent the County and the Union President or his designee shall request and attend these meetings for the Union. The written request shall state the nature of the matters to be discussed and the reason for requesting the meeting.

Discussion shall be limited to matters set forth in the request. It is understood that these meetings shall not be used to renegotiate this Agreement. Such meetings shall be held within ten (10) working days of the receipt of the written request and at a time and place mutually agreeable to both parties.

31.4 SAFETY FOOTWEAR

Bargaining Unit members desiring additional foot protection shall be permitted to wear steel-toe shoes and/or boots at their own expense, provided that the additional foot protection complies with the Corrections Department Dress Code for uniformed personnel.

31.5 WEAPONS SAFETY

In order to take every precaution to protect Bargaining Unit members who are required by their duties to regularly carry firearms, the following minimum safety requirements shall be met.

A. All ammunition will be replaced at least every twelve (12) months.

- B. Protective vests and gun belts shall be issued for all staff designated as weapons holders. Any employee who is issued a firearm during an assignment shall be provided a protective vest during such assignment. The County shall use its best efforts to ensure that such employees are provided clean vests.
- C. All Bargaining Unit members assigned to transport prisoners outside of the assigned Departmental complex shall be designated a “weapons holder” and issued the appropriate firearm and safety devices.
- D. All Bargaining Unit members who are assigned the designation of a “weapons holder” shall be required to qualify at the range quarterly.

31.6 SAFE TRANSPORTATION

All vehicles provided for transporting shall be in good and safe working order. All questions concerning vehicle safety shall be the responsibility of the Division Major or designee to whom the vehicle is assigned.

31.7 RADIOS

Radios shall be supplied in all areas where Bargaining Unit members are posted to interact with inmates. Every post to which bargaining unit employees are assigned shall have a number of working radios equal to the number of employees assigned to the post.

31.8 MINIMUM STAFFING

Minimum Staffing standards shall be met in accordance with Department Administrative Orders. Emergency situations may necessitate temporary deviation from this standard.

The County agrees that, during the term of this Agreement, the County will conduct an objective analysis of appropriate staffing levels.

ARTICLE 32

JOB AND RDO BIDDING

32.1 POSTING

All bargaining unit job openings that the Department intends to fill shall be posted pursuant to the terms of this Agreement. The Department shall re-post vacant Corporals and Sergeants positions that the Department intends to fill, but that have remained vacant for a period of time exceeding forty-five (45) calendar days after initial posting, before filling those open positions with probationary Corporals and Sergeants.

The job or vacancy shall be posted on the Department's electronic bulletin board for a period of seven (7) calendar days and will be properly identified as to facility, job title, shift and any other relevant information, with each designated area/building being treated as an individual facility. If the new job or vacancy does not yet exist, the estimated date when the job or vacancy will exist will also be posted.

32.2 BIDDING

Any eligible employee who believes he/she has the ability to perform the work of the permanent vacancy or new job shall be entitled to bid on such vacancy during the seven (7) day posting period.

In addition, eligible laid off members will also be considered on the basis of seniority as defined above for permanent vacancies or new jobs.

32.3 CLOSE OF BIDDING

At the close of the posting period, the Department shall make available to the Union the names of all employees who have bid. Within five (5) days after the end of the posting period, the senior eligible employee having bid for the job shall be selected from the applicants, except for positions filled in accordance with Section 32.4.

In order to fill the present job of the successful bidder, he may be required to remain on his present job for a period of time not to exceed thirty (30) for regular positions, and sixty (60) days for specialty positions.

32.4 COMPETITIVE SELECTION PROCESS

The Department and Union recognize that certain job assignments within the Department may require specialized skills. When filling such a position, the Department shall establish objective minimum criteria, and selection process as agreed upon by the Department and the Union. The use of this process and the criteria to be used shall be noted at the time of posting. If objective testing is used as part of the process, then the Department shall group candidates by a range of scores, based on scores in the nineties, the eighties and the seventies as being the only passing scores and may require that seniority not be applied except to the group of candidates in the highest of these ranges

achieved in scoring the objective test (i.e., if there are five candidates who score in the eighties range and five who score in the seventies range, the Department shall apply the seniority to only those candidates who scored in the eighties range and not award the position to any candidate not scoring in the eighties range). If objective testing is not used as part of the process, seniority will be determinative.

The current specialty positions have been identified as Inmate Affairs, Training, Policy Development, Internal Affairs, Transportation, Video Visitation, Hospital Duty, and all Administrative positions.

Additional specialty positions may need to be identified as new programs or projects are created. When this occurs, a job description identifying the special skills needed will be provided to the Union thirty (30) days prior to posting the position for bid, unless exigent circumstances warrant less notice.

32.5 TEMPORARY ASSIGNMENT

During the posting period and the selection period, the Department shall have the right to fill such vacancy with an employee they may select, and who agrees to accept the temporary assignment, for a period of up to twelve (12) weeks unless exigent circumstances warrant a longer time period. If no employee agrees to accept the temporary assignment, the Department will select an employee using inverse seniority among qualified employees. The experience an employee has gained during the posting and selection period shall not be considered to satisfy any minimum experience requirement for the position.

32.6 CLOSE OF BIDDING - JOB RIGHTS

No claim shall be recognized by either the Department or Union for any vacancy after the posting period and the job has been filled in accordance with 32.3 or 32.4 above.

32.7 WITHDRAWAL

An employee may withdraw his/her bid for the posted vacancy prior to the close of the posting period. Bids may not be withdrawn after the close of posting without the mutual consent of the Chief or his designee, and the Union.

32.8 WORKFORCE STABILITY

In order to provide a safe and stable work force, an employee will not be entitled to bid on a vacancy or new job for a period of twelve (12) months after job placement or last job change under this procedure. The twelve (12) months will commence from the date the employee was selected as the successful bidder, and not from the date of actual reassignment. Probationary Correctional Officers, as defined in Article 13, are not entitled to job bidding rights. Probationary Corporals and Sergeants are not entitled to job bidding rights during their probationary period unless approved by the Chief or his designee.

It is understood that conditions may exist that require the temporary scheduling of staff outside of their current assignment to meet daily staffing needs or as otherwise addressed in this Agreement.

The County and the Union recognize that there are days/shifts when there are no on-duty Sergeants assigned to all buildings/facilities/sections/areas due to regular days off, scheduled vacations and the use of term time. In these instances, on duty Sergeants assigned elsewhere within the operational section/area are expected to be available to assist when called upon by subordinate staff for assistance and respond in person to incidents and/or critical events requiring Sergeant-level response or expertise. The spirit and intent of this provision is to provide Sergeant-level supervision to a facility, as needed, in the absence of the regularly assigned Sergeant. This provision is not intended to require that the Sergeants assume day-to-day operational supervisory control over facilities for which they are not regularly assigned day-to-day operational supervisory control.

32.9 BIDDING RIGHTS AFTER WITHDRAWAL

If an employee withdraws his bid before the end of the posting period, he/she shall be ineligible for that job in that instance, but shall retain all bidding privileges for all subsequent jobs. If an employee does not withdraw his/her bid before the end of the posting period and is selected for the job, he/she must accept the job provided the job was properly identified.

32.10 REGULAR DAYS OFF (RDOs)

Non-12 hour shift employees shall bid regular days off quarterly in accordance with existing practice, based on seniority.

ARTICLE 33

HEALTH AND WELFARE PROGRAMS AND INSURANCE

33.1 HEALTH INSURANCE

The County will make available health and welfare insurance programs to unit employees to the same degree that such insurance is provided to other County employees. The County reserves the right to terminate the group insurance program or any part thereof at any time with prior notice to the Union.

The health insurance program will be optional to all eligible employees who will pay a proportionate share, as determined from time to time by the County, of each bi-weekly or other premium through deductions from payroll. The County reserves the right to reduce or enlarge the benefits payable under any coverages, to alter or cease any coverages, to raise or lower any "out-of-pocket" amounts and to raise or lower any deductibles.

The County reserves the right to make any changes in the costs of any of the insurance or its contribution level.

It is agreed that, in the event of a premium increase or other increase in the cost to the County of providing any of the insurance, such increase will be paid by the employees in the same proportion to the County's contribution in which such affected employees presently pay for such coverage or in any other proportion as determined by the County under this Article. Such increases shall be deducted from wages and shall be administered in the manner presently in effect.

The Union will be notified of any change in insurance carriers, nature or scope of coverage or amount of coverage and of increased amounts to be paid by employees under this Article.

No employee may be a member of more than one County approved medical plan at a time. The County shall pay a portion of the plan cost. Such portion is to be discretionary with the County and subject to change at the County's discretion.

The Union agrees that any insurance plan offered herein may make any change or alteration in cost, coverage, benefits, amounts thereof or any other characteristics, all such changes being beyond the County's control.

33.2 CHANGES

Participating employees may make changes to their medical/dental/vision/life/short term disability insurance election, if they experience a family status change as outlined in applicable policy. The employee has sixty (60) days from the date the family status change occurs to notify the Human Resources Department and provide required documentation of the changes.

33.3 SURVIVING MEMBERS

The County agrees that certain employees or surviving dependents of deceased employees may continue their group medical insurance coverage under the following conditions:

- A. Upon the in-line-of-duty death of an employee, the surviving dependents shall receive medical coverage at no cost, until such time as: 1.) the surviving spouse remarries 2.) a surviving child reaches age twenty-six (26). Additionally, the surviving dependents may continue vision and dental coverage for one (1) year premium free, providing certain conditions are satisfied. Upon the non-in-line-duty death of an employee, group medical coverage for surviving dependents may be continued for thirty-six (36) months from the date of the employee's death through COBRA eligibility.
- B. Employees who retire may continue their group medical insurance coverage. The retiree will pay the full premium. To assist in this cost, the County will provide a monthly subsidy to retired employees who retired from service under the Board of County Commissioners, are receiving Florida Retirement System benefits and provide proof of insurance. The subsidy will provide three dollars (\$3.00) for every year of service to a maximum of thirty (30) years based on ten (10) years continuous service at time of retirement.
- C. Employees who are disabled because of an illness or injury may continue their group insurance coverage when placed on Family and Medical Leave with or without pay. The employee will pay the full premium for such a period of coverage through payroll deduction, provided there is ample leave time available.

Upon exhaustion of the Family and Medical leave, if the employee has no leave time available but wishes to continue his/her group medical insurance, he/she may continue such insurance under COBRA.

- D. Any employee or retiree who wishes to continue the insurance coverage as provided in this paragraph 33.3 must contact Human Resources Division within thirty (30) calendar days to apply for the continued coverage and to make the necessary arrangements for the payment of the required premiums.

All of the benefits granted in this paragraph 33.3 and all of the agreements made pursuant to paragraph 33.3 by the County are expressly conditioned upon, subject to and limited by all of the rights granted to and reserved by the County in paragraph 33.1.

33.4 UNION PARTICIPATION

The Union shall have a representative on the Employee Benefits Committee, which is charged with the responsibility of developing the recommendations for benefits to be presented to the Board of County Commissioners for approval.

ARTICLE 34

MODIFIED TEMPORARY DUTY AND MEDICAL SEPARATION

34.1 WORK RELATED LOST TIME

An employee who misses work as a result of a work-related injury that is compensable under the Workers' Compensation Laws, Chapter 440, Florida Statutes (or as subsequently amended) shall receive his normal salary for the time actually missed, up to a maximum of seven (7) calendar days, beginning with the date of injury.

34.2 WORKER'S COMPENSATION

If the employee is unable to resume work at the end of seven (7) calendar days, Workers' Compensation will begin on the eighth (8th) day, in accordance with the Workers' Compensation Law now in effect (or as subsequently amended). In accordance with County policy, Bargaining Unit members may use any accrued personal leave, term leave or old sick leave to augment workers' compensation benefits.

However, in no case shall an employee's total compensation exceed the total amount the employee would have been paid in the absence of the work-related injury.

34.3 LIGHT DUTY

Employees injured as a result of a work-related accident resulting in a Workers' Compensation claim may be placed in a modified temporary assignment subject to the following conditions:

- A. Modified temporary assignments will only be available for employees who are temporarily unable to perform all the essential duties of their job due to an on-the-job injury.
- B. All policy guidelines for Workers' Compensation must be followed.
- C. All modified temporary duty assignments will be subject to availability and will be made subject to certification of the employee's eligibility by the treating medical personnel.
- D. Placement on and location of any modified temporary duty assignment will be at the discretion of management based upon the needs of the Department. Unless management determines that circumstances warrant otherwise, the employee will be placed first within the division where the employee worked when the injury occurred and second within the Department. Each division will develop, assign and monitor their own modified temporary duty assignments according to operational needs.

If the Department or the division is unable to place the injured employee in a modified temporary assignment, the Department will immediately contact the

County's Risk Management Department. The Risk Management Department may temporarily place the employee in another department/division within the County.

- E. Work hours for all modified temporary duty assignments will be at the discretion of the division manager or the Department Director or his/her designee and based on the operational needs of the Department. Consideration will be given to the employee's regular work schedule, condition and any requirements for access to any follow-up treatment.
- F. If released by the treating physician for modified temporary duties after the initial or any subsequent visit, the employee must immediately report to the supervisor with a completed TREATING work status form. If no modified temporary duty is available at this time, a telephone number or other method of communication must be made available by the employee for future contact. The employee must report for a modified temporary assignment when notified by their division manager or designee.

G. TIME OFF FOR TREATMENT

Employees required by a medical practitioner to receive follow-up treatment due to a work-related injury that is compensable under Workers' Compensation shall be allowed time off from work with pay for such treatment, provided treatment is not reasonably available during non-working hours. Each absence from the work place due to follow up treatment may not exceed three (3) hours. Time away from the work place in excess of three hours will be charged to the employee's personal leave. Division managers shall be responsible for monitoring an employee's use of County Time for follow-up treatment. An employee may be denied use of County time for follow-up treatment if abuse is determined. In no event shall an employee's salary plus any worker's compensation benefits, exceed the total amount an employee would have been paid in the absence of the work-related injury.

34.4 RECERTIFICATION FOR WORK

Following an on-the-job injury, all employees will follow the guidelines for Workers' Compensation claims, as outlined in the policy manual. The treating medical personnel will certify eligibility for a modified temporary duty assignment and will act as primary case manager. Such personnel will certify eligibility on a regular basis in coordination with the Risk Management Department.

34.5 RATE OF PAY

Employees placed in a modified temporary duty assignment will retain the full rate of pay and benefits received at the time of injury and will be paid by the Department in which they worked when injured. Exceptions may be required in a grant-funded department.

34.6 SENIORITY AND BENEFITS CONTINUATION

Employees will have no change in classification during a modified temporary assignment. All benefits will continue and no break in service or loss of classification will occur.

34.7 LIMITATIONS

Modified temporary duty assignments will have a duration of one hundred eighty (180) calendar days from the date of an employee's assignment to modified temporary duty. Each assignment will be subject to review every thirty (30) days. An employee who is released by the treating medical personnel as medically capable of performing all assigned duties of the position held when injured will be returned to this position immediately.

An employee will be entitled to a second medical opinion. If the medical opinions should differ, then the final return to work determination will be made by the treating medical personnel. This decision can only be appealed before the Medical Review Board, consisting of the two County representatives from the Risk Management Committee and the Union Chairman.

34.8 ADA REFERRAL

An employee who has been informed by the TREATING physician that the employee will never be able to perform the essential functions of the position held when injured will be referred to the County for determination of ADA eligibility and reasonable accommodation possibilities.

If deemed appropriate, for ADA eligible employees unable to be reasonably accommodated, the County will review for a period not to exceed thirty (30) calendar days vacant positions within the County for which the employee meets minimum qualifications and is able to perform the essential functions of the position. Employees placed in vacant positions as a result of ADA eligibility will be required to obtain medical clearance for the position. If the County is unable to place the employee in a vacant position, the employee shall be deemed a separation for medical reasons.

34.9 MEDICAL SEPARATION

Employees grieving separation for medical reasons will follow the grievance and arbitration procedures contained in this Agreement, and will be initially heard at Step II.

34.10 DESIGNATED HEALTH PROVIDER

The initial treatment facility for employees who sustain work-related injuries will be designated by the County. If treatment is not available when an employee sustains an injury, the employee may obtain medical treatment for non-emergency work-related injuries at a medical facility that participates in the Orange County Medical Plan.

ARTICLE 35

PROFESSIONAL COUNSELING

- 35.1 At its option, the County may provide professional counseling services, such as the current Employee Assistance Program, to Bargaining Unit members and their families at no cost. All matters relating to counseling shall remain confidential and shall not be released to the County, unless as approved by the employee in writing.

ARTICLE 36

BLOOD BANK

36.1 PARTICIPATION

Bargaining Unit members are encouraged to participate in any Union or County sponsored Blood Bank program. To this end, when the bloodmobile is on site and work schedules permit, bargaining unit members may be relieved from their assignment for the length of time needed to donate.

ARTICLE 37

DEFENSE AND INDEMNITY

- 37.1 All bargaining unit employees covered by this agreement are entitled to the protections and rights afforded by section 768.28, Florida Statutes.

ARTICLE 38

JOB DESCRIPTIONS

- 38.1 Current job descriptions for Bargaining Unit classifications shall not be unreasonably altered during the term of this Agreement, and prior written notice of any alterations shall be provided to the Union Board of Directors at board@fop86.com via electronic mail. A copy of all current and subsequently amended job descriptions shall be furnished to the Union Board of Directors at board@fop86.com via electronic mail.

ARTICLE 39

PUBLICATION OF AGREEMENT

- 39.1 The County will provide at no cost one hundred (100) copies of this Agreement to the Union for administrative purposes and will place this Agreement on the County's intranet within a reasonable time after ratification and approval.

ARTICLE 40

EDUCATIONAL REIMBURSEMENT

40.1 ENCOURAGEMENT OF EDUCATION

Bargaining Unit members are encouraged to attend institutions of higher learning. Employees who are attending college may be allowed to attend classes while on a pay status by using vacation, personal leave or adjusted work hours, work load permitting and with their supervisor's permission.

40.2 REIMBURSEMENT

Reimbursement for educational expenses will be in accordance with all provisions of the County's policies and procedures.

ARTICLE 41

PARKING

- 41.1 The County shall provide appropriate parking facilities for all employee Bargaining Unit members at the facility to which they are assigned. Said parking facility shall be furnished at no cost to the employee.

ARTICLE 42

SAVINGS CLAUSE

- 42.1 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 the 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 any such article or section rendered or declared invalid.

ARTICLE 43

PREVAILING RIGHTS

- 43.1 All terms and conditions of employment which apply throughout the Department to members of the Bargaining Unit on the effective date of this Agreement and which are not specifically referred to in this Agreement shall not be changed by the County without affording the Union an opportunity to negotiate the impacts of the change provided, however, that nothing contained herein shall limit the County's rights under the Management Rights Article (Article 6) of this Agreement.

ARTICLE 44

ENTIRE AGREEMENT

- 44.1 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 County 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 45

DURATION OF AGREEMENT

- 45.1 This Agreement shall commence October 1, 2013. This Agreement shall thereafter continue in full force and effect until midnight on the thirtieth (30th) day of September 2016, when it shall terminate. For Fiscal Years 2014-2015 and 2015-2016, either party shall be entitled to reopen Article 27 – Wages and up to two additional Articles by providing written notice to the other party of intent to reopen by the first Monday in July 2014 for Fiscal Year 2014-2015 and the first Monday in February 2015 for Fiscal Year 2015-2016. Upon its expiration, this Agreement shall automatically be renewed from year to year unless either party notifies the other in writing by the first Monday of February 2016 that it desires to renegotiate this Agreement.
- 45.2 The Union and Employer agree to re-open any Article of the Agreement when there is Federal or State Legislation enacted that has an adverse impact on the Employer's ability to pay benefits contained in the Agreement. No other re-opener is contemplated.
- 45.3 Any notice to be given under this Agreement shall be given by electronic or hand delivery. If given by the Union, it shall be addressed to the County Administrator, Post Office Box 1393, Orlando, Florida 32802; and such notice given by the County shall be addressed to the Union President, 414A Fairlane Avenue, Orlando, Florida 32809, with a copy sent electronically to the FOP.

ARTICLE 46

DRUG AND ALCOHOL TESTING

- 46.1 The County and the Union mutually agree that employee substance and alcohol abuse constitutes a danger to the employee, fellow employees and the general public. To allay public concerns regarding substance and alcohol abuse by Public employees and to mitigate the danger to other employees in the workplace, the County and the Union mutually agree that the following provisions will be implemented.
- A. The Department Director or his/her designee may order an employee to submit to any type of random toxicology or alcohol testing deemed appropriate under the following circumstances: (1) upon reasonable suspicion that an employee has been on duty or has reported for duty with any controlled substance, narcotic, drug or alcohol in his/her system; (2) if an employee has been arrested for a drug related offense; (3) when an employee is operating a vehicle involved in an accident or when an employee suffers or experiences a workplace injury; or (4) pursuant to random selection process; provided however that no more than 25% of the bargaining unit employees shall be randomly tested each fiscal year. Employees shall be selected for random testing in such a manner as to ensure that each employee, regardless of his/her rank, will have an equal chance of selection.
 - B. A County-designated physician and/or other appropriate County-designated entity will collect test samples and a proper chain of custody will be established to insure the veracity of test results. Tests will be conducted in accordance with CDL regulations (including sample splitting), except that a ten panel test will be used and conducted by an independent laboratory contracted by the County.
 - C. Upon the receipt of a positive test result, the employee will be placed in a relieved of duty status, with pay.
 - D. Upon the Medical Review Officer's receipt of a written request from the employee, the laboratory will conduct a test on the second portion of the original sample, if the request is received within seventy-two (72) hours of the time the employee is notified of a positive test result on the original sample. If the second test is deemed to be positive, the cost of such test will be deducted from the employee's paycheck received from Orange County. If the employee does not request that a test of the second portion be conducted, or the second test is deemed to be positive, the employee shall be immediately relieved of duty without pay and the employee will be subject to discharge from employment, unless management determines that alternative disciplinary action is warranted under the circumstances.
 - E. For alcohol testing purposes, employees will be asked to provide test samples that will be submitted to an appropriate alcohol testing procedure. For the purposes of this article, the County and the Union mutually agree that a 0.04 or greater blood/alcohol level will deem the employee to be impaired and will be considered

a positive test result. A positive test result will result in discharge from employment, unless management determines that alternative disciplinary action is warranted under the circumstances.

- I. Employees who fail to comply with the provisions of this Article, including but not limited to unreasonably failing to report for drug testing at the time and place directed, or providing a doctored sample, will be subject to discharge from employment, unless management determines that alternative disciplinary action is warranted under the circumstances.
- J. The parties agree, in accordance with the provisions of Florida Statutes, that the test results and all other medical reports shall remain confidential and not subject to public release, unless otherwise required by law or as deemed necessary by the County to defend itself in any proceeding brought by the employee, any one acting on the employee's behalf, or the Union.
- K. Employees may request Union representation during any of the testing procedures, provided that the Union representative does not in any manner interfere with or delay the testing procedures or jeopardize the security of the tests.
- L. An employee disciplined under this Article shall have the right to grieve or appeal only whether they violated this Article; the employee shall not have the right to grieve the level or type of discipline imposed. However, nothing herein shall preclude management from reducing or vacating the discipline imposed should it decide, in the exercise of its discretion, that such action is warranted.
- M. The Department may order annual or bi-annual tests pursuant to this Article in conjunction with any physical examination given to employees as part of an annual or bi-annual physical fitness test if such test is regularly provided at no cost to all bargaining unit members.

ARTICLE 47

LONGEVITY

47.1 LONGEVITY

An annual longevity payment based on years of credited County service as a certified Correctional Officer, Corporal or Sergeant will be paid to current bargaining unit employees. Lump sum longevity payments shall be made annually in the first full pay period in December based on the years of service as of October 1 each year of the contract.

47.2 PAYMENT

The following schedule of payment will be used:

<u>Years of Service</u>	<u>Amount Paid Each Dec.</u>
8 to 12 Years	\$400
13 to 19 Years	\$700
20 or More Years	\$1,200

APPENDIX A- FISCAL YEAR 2014-15

**ORANGE COUNTY/BCC
F.O.P. POSITIONS/PAY GRADES**

Job Title	Job Code	Pay Grade	Hourly Minimum	Hourly Maximum	Annual Minimum	Annual Maximum	Annual Hours
Non-Certified Correctional Officer	2731	550	\$15.84	-----	\$32,947.20	-----	2,080
Correctional Officer	2752	552	\$16.68	\$26.85	\$37,029.60	\$59,607.00	2,220
Correctional Corporal	2751	554	\$19.56	\$30.88	\$43,423.20	\$68,553.60	2,220
Correctional Sergeant	2765	556	\$21.62	\$34.12	\$47,996.40	\$75,746.40	2,220

**ORANGE COUNTY/BCC
F.O.P. Steps**

Fiscal Year 2014-15

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20	Step 21	Step 22	Step 23	Step 24	Step 25
550	15.84	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
552	16.68	17.01	17.35	17.70	18.05	18.41	18.78	19.16	19.54	19.93	20.33	20.74	21.15	21.57	22.00	22.44	22.89	23.35	23.82	24.30	24.79	25.29	25.80	26.32	26.85
554	19.56	19.95	20.35	20.76	21.18	21.60	22.03	22.47	22.92	23.38	23.85	24.33	24.82	25.32	25.83	26.35	26.88	27.42	27.97	28.53	29.10	29.68	30.27	30.88	
556	21.62	22.05	22.49	22.94	23.40	23.87	24.35	24.84	25.34	25.85	26.37	26.90	27.44	27.99	28.55	29.12	29.70	30.29	30.90	31.52	32.15	32.79	33.45	34.12	

APPENDIX A- FISCAL YEAR 2014-15

**ORANGE COUNTY/BCC
F.O.P. SALARY RANGE**

Classification Officer
Pay Grade 553
(\$18.58 - \$28.86)

Grade	Min/Hour	Max/Hour	Min/Annual	Max/Annual
553	18.58	28.86	38,646	60,029

**CHARLES E. BROOKFIELD LODGE #86
FRATERNAL ORDER OF POLICE
APPENDIX B-1**

**FRATERNAL ORDER OF POLICE
PETITION FOR MEMBERSHIP**

Active member _____ Associate member _____ Date: _____

Last Name		First Name		Middle Initial	Social Security Number
Date of Birth	Employer/Agency	Work Phone Number		Position/Rank	
Street Address		Apt Number	Home Phone Number		Home Fax Number
City	State	Zip Code		E-mail Address	
In case of Emergency, Please Notify:			Address		Telephone Number

I hereby petition the Charles E. Brookfield Lodge #86, Fraternal Order of Police for membership. If accepted, I understand that I must abide by the constitution and by-laws of this lodge, and the State and Grand Lodge's constitution and by-laws. I further acknowledge that all fraternal order of police paraphernalia including but not limited to, membership cards, decals, etc. issued to me through membership remain the property of the lodge and may be recalled should I cease to be a member in good standing.

Signature of petitioner

Date

Sponsor

Accepted for membership: Yes: ___ No: ___

I, _____, in the presence of the Creator of the Universe and the members of the Fraternal Order of Police here assembled, do most solemnly and sincerely promise and swear, that I will do to the best of my ability comply with all the laws and rules of this Order; that I will recognize that authority of my legally elected officers and all orders there from not in conflict with my religious or political views, or my right as an American Citizen; that I will not cheat, wrong, or defraud this order, or any member thereof, or permit the same to be done if in my power to prevent it; that I will at all times aid and assist a worthy Brother (or Sister) in sickness or in distress, so far as it lies in my power to do so; that I will not divulge any of the secrets of this Order to anyone entitled to receive them. To all of which I most solemnly promise or swear. Should I violate this, my solemn oath or obligation, I hereby consent to be expelled from the Order.

AUTHORIZATION FOR PAYROLL DEDUCTION

To: Payroll Department
Human Resources Division
Orange County, FL

Printed Name

Social Security Number

I hereby authorize you to deduct, effective immediately, the sum of twelve (12) dollars each and every pay period from my bi-weekly paycheck, and forward said sums to the Fraternal Order of Police Lodge #86, 414A Fairlane, Orlando, Florida 32809. Additionally I authorize Human Resources to forward any personal information as in change of addresses or name change notifications to the Union Board Secretary.

Signature of Member

Date

**CHARLES E. BROOKFIELD LODGE #86
FRATERNAL ORDER OF POLICE**

APPENDIX B-2

TERMINATION OF AUTHORIZATION FOR DUES CHECK-OFF

I, _____, HEREBY STATE THAT I HAVE A CURRENT AUTHORIZATION FOR DUES CHECK-OFF ON FILE WITH THE CHARLES E. BROOKFIELD LODGE #86, FRATERNAL ORDER OF POLICE AND I WISH TO REVOKE THAT AUTHORIZATION.

I UNDERSTAND THAT BY SIGNING THIS FORM AND DELIVERING IT TO LODGE #86, I SURRENDER ALL RIGHTS I MIGHT HAVE AS A MEMBER OF SUCH LODGE.

I FURTHER UNDERSTAND THAT THIS TERMINATION OF AUTHORIZATION WILL BE FORWARDED TO MY EMPLOYER BY LODGE #86 AND WILL BECOME EFFECTIVE WHEN PROCESSED BY THAT EMPLOYER.

THIS REQUEST IS MADE PURSUANT TO SECTION 447.303, F.S. (1991).

Signature

Employee ID #

Date

Employee Number

Union Acknowledgement

This contract agreed to this _____ day of _____ 2013.

Ajit Lalchandani
Ajit Lalchandani
County Administrator
Orange County

Nelson Cruz
Nelson Cruz
President
The Chares E. Brookfield Lodge #86
of the Fraternal Order of Police

This Agreement approved by the Orange County Board of County Commissioners, Orange County, Florida on this _____ day of OCT 08 2013 2013.

Karin Brunt
Deputy Clerk, Orange County Board
of County Commissioners



Teresa Jacobs
Teresa Jacobs
Orange County Mayor