



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.

AND

CITY OF OCOEE

MASTER A AND B UNIT CONTRACT

Fiscal Years 2016-17, 2017-18 and 2018-19

ARTICLE I: RECOGNITION AND INTENT

Section 1.1: Parties.

This Agreement (hereinafter "Agreement," "CBA" or "Contract") is entered into by and between the City of Ocoee (hereinafter, "Employer") and the Florida Police Benevolent Association, Inc. (hereinafter, the "PBA" or "Union").

Section 1.2: Recognition.

A. The City hereby recognizes the Union as the exclusive bargaining representative for all employees in the units certified by the Public Employees Relations Commission certification in Case No. RC1674 or "Unit A" and for all employees in the unit certified by the Public Employees Relations Commission certification in Case No. RC1839 or "Unit B".

B. The bargaining units ~~excludes~~ the Chief of Police, Deputy Chiefs, Captains, Lieutenants and all other employees unless specifically included in the bargaining units certified by PERC, as well as the following positions:

- i. All sworn exempt staff assistants, regardless of rank, assigned to the administration of the Professional Standards Division.
- ii. All General employees assigned to the Police Department.
- iii. All sergeants assigned to the Professional Standards Division.

Section 1.3: Entire Agreement.

This Agreement which becomes effective October 1, 2016~~5~~ constitutes the entire Agreement and understanding between the parties and, subject to applicable law, shall not be modified, altered, changed or amended in any respect except on mutual agreement set forth in writing and signed by authorized representatives of both parties, and supersedes any and all previous agreements and understandings between the

parties, either written or orally.

Section 1.4: Effect of Laws and Ordinances.

In the event that any of the provisions of this Agreement shall be held in violation of any federal or state law as applied to this specific Agreement, such determinations shall not in any way affect the remaining provisions of this Agreement, unless otherwise provided by law.

ARTICLE 2: DECLARATION OF PRINCIPALS

Section 2.1: Non-Discrimination.

Neither the Union nor the City shall illegally discriminate against any employee on the basis of race, color, religion, age, gender, legally recognized disability, political affiliation, national origin, for any reason prohibited under Florida Statutes or any Federal law, or Union membership or non-membership. The use in this Agreement of the designation "he" in referring to any employee shall mean "he" or "she" wherever used.

ARTICLE 3: UNION SECURITY AND CHECKOFF

Section 3.1: Dues.

The Employer will deduct bi-weekly Union dues from the paychecks of those Unit employees who authorize such deduction in writing in the manner allowed by law. Deductions will begin the second pay period after the Employer receives such written authorization. No deduction shall be allowed for payment of initiation fees, assessment or fines.

Section 3.2: Amount.

The Union will notify the City Director of Human Resources (hereinafter "HRD") as to the amount of dues. This notice must state the biweekly amount in dollars and cents for each individual member. The City shall charge the deduction as soon as practically consistent with its normal bookkeeping procedures, but no less than thirty days after the change is certified to the HRD, so long as the certification is legally sufficient.

Section 3.3: Remittance.

With written instructions provided by the Union and a written authorization from the employee acceptable to the City, the City will direct deposit Union members' dues to the Union's account. Direct deposits will cease upon written notice, next payroll following written notice from the employee of same.

Section 3.4: Recourse.

If there is an amount deducted in excess of what is authorized by the employee, the City will reimburse the employee provided a timely grievance is filed if the excess

deduction was made as a result of a mistake by the City; otherwise, the employee shall have recourse only against the Union.

Section 3.5: Minimum Pay.

No deduction shall be made from the pay of any payroll period in which the employee's net earnings for that payroll period, after other authorized or legally required deductions, are less than the amount of dues to be checked off.

Section 3.6: Withdrawal.

Any member can stop payroll deduction by giving written notice to the Public Employer and the Union. The Employer shall stop the deductions thirty (30) days after receipt of written notice from the employee.

Section 3.7: Indemnity.

The Union will indemnify, defend, and hold the City harmless against any and all claims, demands, or suits or other forms of liability that shall arise out of, or by reason of action taken or not taken by the City on account of payroll deductions of Union dues.

ARTICLE 4: UNION BUSINESS AND SERVICES

Section 4.1: Representation and Notice.

The Union shall be represented by its designated officials. The Union shall notify the HRD in writing of the names of its ~~Officials/ Stewards~~ PBA representatives, as well as any designated substitute ~~for the Stewards~~ to serve as the Union representative. The City is not required to deal with any employee as a representative of the Union except its designated official's.

Section 4.2: Activities.

A. The PBA representatives ~~Union Official~~, or his designee, shall carry out their activities in behalf of the Union, including investigating or settling grievances, during their non-working hours unless they obtain prior permission from the Chief, or his designee, so long as there is no interference with the work activities of the employee or the mission of the Department. When the PBA representative ~~Union Official~~, or his designee, is engaging in such activities while on duty, there shall be no loss of pay. When the PBA representative ~~Union Official~~, or his designee, is engaging in such activities when they are off duty, they shall not be entitled to pay.

B. The PBA representative ~~Union Official~~, or his designee, shall be allowed to communicate official Union business to members in non-work areas during non-working time so long as it does not interfere with Departmental operation as determined by the Chief.

Section 4.3: Time.

It is expected that the investigation and processing of grievances, by the PBA representative ~~Union Official~~, or his designee, to the extent that the time of unit employees is required, will occur during both on duty and the off-duty time of those involved; ~~however,~~

~~the aggrieved employee(s),~~ if on duty shall be paid their normal rate of pay.

Section 4.4: Visitation.

The Chief, or his designee, shall permit one authorized non-employee Agent of the Union access to the Police Department to handle grievances arising under this Agreement. The Agent designed to have access to the Department shall first obtain the permission from the Chief, or his designee, which will normally be the ranking officer on duty at the station at the time, before coming into any working area, and may, at the option of the Chief, or his designee, be accompanied by a managerial employee in the event the Union agent needs to visit a particular area of a station. The Agent will not in any way interfere with the work of employees or the operations of the Department. If, during a visit, the Agent wishes to have a private conversation with an employee, the Chief, or his designee, will allow the same consistent with his determination of operational needs and will designate the place the conversation will occur.

Section 4.5: Solicitation and Distribution.

Except as modified by this Agreement, the Union, its members, agents, representatives and all persons acting on its behalf, including the Employer's employees covered by this Agreement, are strictly prohibited by law and this Agreement from soliciting any of the Employer's employees, for Union purposes, during the work time of any employee involved, and from distributing Union literature in any work area at any time. It is understood and agreed that any employee who violates either of these prohibitions is subject to discipline. ("Work time" is any time, exclusive of breaks or mealtime during the hours of a shift.)

Section 4.6: Time-Off Without Loss of Pay.

With respect to disciplinary proceedings under the City Personnel Rules and Regulations (hereinafter "PRR") or this Agreement, bargaining unit employees who participate in such proceeding, including an employee representative of the employee, if any, shall be treated the same as all other City employees with respect to time off and pay. With respect to contract negotiations between the Union and the City, the three ~~(3)~~ Union Representatives shall not lose any pay for the work hours spent participating in such contract negotiations.

Section 4.7: Bulletin Boards.

The Employer agrees to set aside space for a bulletin board (not to exceed 30" by 24") to be provided by the Union for its use in informing its membership as to official Union business. It is however, agreed and understood that materials to be posted and emails regarding official Union business, if such materials are derogatory, abrasive, abusive, or critical about any person, or City policy, practice, employees or officials are intemperate in language and/or are not related to legitimate Union business, or which are factually inaccurate, will be removed. The bulletin board may not be used for any political purpose or to support or oppose any political candidate or issue; provided however, it may be used for internal elections held by the Union among its membership. At the Chief's discretion the Union may use the City E-Mail system to communicate with the Members, only after the Chief has reviewed and approved the same in advance.

Section 4.8: Information.

A. The Human Resources Department shall provide the Union a copy of the names, and salary of bargaining unit members, upon written request by the Union, but not more often than twice a year.

B. The City shall furnish the Union office a copy of all current or subsequently amended written SOPs, GOs, City PRR and other rules, regulations and policies applicable to bargaining unit employees.

C. The City shall provide the Union with anticipated adjustments, amendments to, amendments of, and proposed new regulations concerning any and all matters stipulated in subsection B above, in order that the Union may give comment and/or recommendations on the subject within fourteen (14) calendar days from the date received. Any impact on wage, hours or terms and conditions of employment shall be the subject of bargaining prior to implementation.

D. The City shall make available to all members of the bargaining unit all City PRRs, GOs, SOPs and any and all other rules applicable to the unit members.

Section 4.9: Contract Review.

Within twenty-one (21) calendar days from the ratification and approval of this Agreement, the City and PBA will conduct jointly, meetings with bargaining unit members as well as those employees designated by the City. The expressed purpose of the meetings is to review in detail the provisions contained in this Agreement and to answer relevant questions concerning labor-management issues.

ARTICLE 5: MANAGEMENT RIGHTS

Section 5.1: Functions of Management.

Excepted as provided by law, including Chapter 447, Part II, Florida State Statutes, it is the function of management to determine and direct the policies, mode and method of providing its services.

Section 5.2: Operations and Direction of Work Force.

The City shall continue to exercise the exclusive right to take any action it deems necessary or appropriate in the management of its operations and the direction of its work force. The City expressly reserves all rights, powers and authority customarily exercised by management, and functions which the City has not expressly modified or delegated by express provisions of this Agreement.

Section 5.3: Examples of Management Rights.

The Union and the employees covered under this Agreement recognize and agree that the City has the sole and exclusive right except as specifically provided for in this Agreement, to manage and direct any and all of its operations.

Section 5.4: Rules and Regulations.

To the extent that the same are not in conflict with this Agreement, Ordinances of the City of Ocoee, rules and regulations of the City and the Department, and Personnel Rules and Regulations (PRR), General Orders and SOPs of the Ocoee Police Department may be implemented by the City of Ocoee, Florida.

Section 5.5: Grievances and Impact Bargaining.

A. The exercise of such rights shall not preclude employees or their representatives from raising grievances, if decisions on the above matters are alleged to violate the terms and conditions of the Agreement.

B. However, unless this CBA provides otherwise, the Union retains its right to negotiate over the impact of such actions to the extent that such actions impact wages, hours, or terms and conditions of employment, and the law requires the City to engage in impact bargaining.

Section 5.6: Waiver.

The City's failure to exercise any function or right hereby reserved to it, or its exercising any function or right in a particular way, shall not be deemed a waiver of this right to exercise such function or right, nor preclude the City from exercising the same in some other way not in conflict with the express provisions of this Agreement.

Section 5.7: Emergencies.

If, in the sole discretion of the City Manager, it is determined that a civil emergency condition exists, including but not limited to riots, civil disorders, hurricane conditions or other catastrophes, the provisions of this Agreement may be suspended by the City Manager during the time of the declared emergency, except for monetary provisions.

Section 5.8: Job Duties.

It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described and employees, at the discretion of management, may be required to perform other duties not specifically contained in their job description and in accordance with the Police Department mission. Unit members shall perform work as assigned by the Chief or his designee.

ARTICLE 6: GRIEVANCE AND ARBITRATION

Section 6.1: Grievance.

A grievance is defined as a difference between the City and any bargaining unit member or the Union involving an alleged violation or misapplication of a specific provision of this Agreement. When an Article or Section in this contract references or incorporates the City Personnel Rules and Regulations (PRR) a claimed violation, misapplication or misinterpretation of the PRR shall be subject to this Article.

Section 6.2: Grievance Procedure.

Whenever a grievance as specified in Section 6.1 arises between the City and the unit members or the Union, the matter will be handled in accordance with the following procedure. The term "days" as used in this Article shall refer to calendar days.

Informal Procedure:

Within five (5) days after the act or occurrence which gives rise to the grievance, or the unit member knew or should have known of such act or occurrence, whichever first occurs, the unit member may meet to discuss the grievance with the unit member's immediate supervisor in an attempt to resolve same.

Step 1: If the grievance is not settled in the informal procedure, noted above, or if the grievant decides to proceed with a formal grievance, the grievance must be reduced to writing and signed by the unit member, within seven (7) days after the occurrence which gave rise to the grievance, or the unit member knew or should have known of such act or occurrence, and presented to the unit member's lieutenant. The written grievance must include:

- a. A statement of grievance and a summary of the facts on which the grievance is based.
- b. The remedy requested.

A copy of the grievance form is hereby adopted and placed in the appendices.

The lieutenant, will respond in writing within seven (7) five (5) days after receipt of the grievance.

Step 2: If the grievance is not settled in Step 1, within seven (7) five (5) days of receipt of the lieutenant's response in Step 1, the grievant or Union may file the grievance, with the Chief of Police. Within seven (7) days of delivery of the written Step 2 grievance, the Chief of Police, or his designee, shall meet to discuss the grievance with the grievant and/or Union representative. The Chief or his designee shall respond in writing within ~~five (5)~~ seven (7) calendar days after the meeting.

Step 3: If the grievance is not resolved in Step 2, the grievant may file the grievance with the City Manager within seven (7) days after receipt of the Step 2 response. The City Manager, or Deputy City Manager (DCM), or Human Resources Director (HRD) shall hold a meeting with the grievant and Union to discuss the grievance within seven (7) days after receipt of the grievance. The City Manager, DCM or HRD shall respond, in writing, within seven (7) days after the meeting.

1. 6.2:1—Failure of the City to respond at any step the grievant to proceed to the next step within the time limits just as if the City had denied the grievance in writing on the last day

an answer was due. The unit member grievant shall be entitled to be present at any meeting held under Step 2 or Step 3.

2. 6.2:2 When bringing a grievance in its name, the Union may file at either Step 2 or Step 3 depending on the circumstances surrounding the grievance.

3. 6.2:3 When denying a grievance, in whole or in part, management's response shall contain the specific reason(s) for denial. Generic denials such as, "the grievance has no merit" or "the grievance is denied," shall not be sufficient. All grievance responses originating at Steps 2 and 3, shall be forwarded to the grievant and the Union.

4. 6.2:4 All grievances for disciplinary matters involving unpaid suspension or termination may be appealed through the grievance process.

Section 6.3: Arbitration.

If the grievance is not resolved through above steps, the grievance may be submitted to binding arbitration by the Union. Arbitration proceedings must be initiated by serving of a written request for arbitration by the Union within twenty (20) days after the City Manager's response. Submission to the arbitrator shall be based exclusively on the written grievance as submitted in Steps 1, 2 and 3 of the grievance procedure.

The arbitrator selected shall decide the dispute by using the preponderance of evidence standard and such decision shall be final and binding on the parties. The expenses of the arbitrator shall be borne equally by the parties; and, each party shall be responsible for its own attorneys' fees, any court reporting services it wishes to use, and the wages of unit members, whether they be witnesses, potential witnesses, representatives, or grievant, it utilizes in any arbitration proceeding. However, it is agreed, that should unit members be on duty during the procedure, the unit members shall suffer no loss of pay or benefits.

The jurisdiction of the arbitrator is limited and confined to determining whether there has been a violation of the express terms of this Agreement. The arbitrator shall in no way alter, amend, or modify the terms of this Agreement. The time limits may be extended in writing by mutual consent of the parties.

A. Within twenty (20) calendar days from receipt of the notice of the intent to invoke arbitration, the Union shall request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service, all of whom must reside in the State of Florida. The Union shall supply the City with a copy of the list of arbitrators. The Union and the City will alternately eliminate one at a time from said list of names of persons until only one remains, and that person will be the arbitrator. The City and the Union will alternate in the right to first strike names in successive arbitrations.

B. As promptly as possible after the arbitrator has been selected, he should conduct a hearing between the parties and consider the grievance. The decision of the arbitrator will be served upon the unit member(s) aggrieved, the City and the Union in writing. It shall be the obligation of the arbitrator to make his best effort to rule within twenty-one (21) business days after the hearing.

Section 6.4: Grievances by Non-Union Member.

When the Union refuses to process a grievance for a unit member because of the unit member's non-membership in the Union, the unit member shall have the right to process a grievance under this Agreement, but cannot require arbitration of the grievance unless the law requires otherwise, in which event, the unit member shall have all the rights and assume all the burdens, limitations and obligations, including financial obligations, of the Union under this Article and any other Article that may apply to his grievance. The unit member will not be entitled to any other grievance process.

Section 6.5: General.

A. Each grievance shall be arbitrated in a separate proceeding unless the parties mutually agree otherwise.

B. The filing of a grievance shall in no way interfere with the right of the City to proceed to carry out its management responsibilities, subject to the final resolution of the grievance, except terminations.

C. In the event of a sustained disciplinary action involving a suspension [without pay], the unit member may utilize available personal leave (PTO) in lieu of a non-working unpaid suspension. PTO may only be used to suspend one-half of the total suspension awarded.

D. Except for termination, no discipline shall be served until the unit member has exhausted his/her administrative appeals as set forth in this Article.

Section 6.6: Time Off/Pay.

Step 1 of the grievance procedure shall be carried out during the unit member's work hours at a time and place designated by the Chief based on operational needs, and the unit member shall lose no pay. The City shall determine when Steps 2, and 3 and ~~4~~ shall be processed, within the time frames established herein, and if the Step or Steps, including Arbitration, are processed during their scheduled working hours, neither the Union Representatives nor the grievant shall lose pay. Unit member witnesses, other than grievant, whom the City Manager may at his option choose to interview shall lose no pay if interviewed during their working hours, and if interviewed after or before such hours, shall be paid for such time as if they were performing other work for the City. Otherwise, the City shall not be responsible to pay any unit member representative, officer or agent of the Union for any time spent processing grievance matters, but will allow one such

person plus the grievant per grievance reasonable time off without pay for said activities upon reasonable prior notice if in management's opinion work requirements will allow such absence.

Section 6.7: Discipline Dispute Resolution Process - (DDRP).

In cases involving alleged policy violations in an administrative investigation, which may lead to discipline, a unit member may request a discipline dispute resolution meeting (DDRM) at any time prior to final acceptance of discipline or a final decision by the Chief or prior to filing a formal grievance. The meeting shall be held with the member's Lieutenant, Human Resources Director and include the member, member's representative and/or counsel, ~~and the supervisor and/or investigator assigned to the case.~~

The purpose of the meeting will be to discuss potential discipline and/or administrative charges to determine if a consensus resolution can be reached on the appropriate charge(s) and discipline, if any.

If the parties reach a consensus, that consensus shall be reduced to writing by the ~~Lieutenant~~ Hearing Officer and implemented. The investigation and grievance process shall be considered as complete. Should the parties not agree on a resolution, the matter will progress as if no meeting had been held. Nothing discussed at the meeting shall be held against the employee if a resolution is not implemented.

The PBA shall be notified of any final resolution in all such cases handled by the DDRP. If the PBA is not represented at any such DDRM, then the decision will not be precedent setting.

ARTICLE 7: TRANSFERS

Section 7.1: Special Unit.

Special Unit assignments shall be handled as provided in SOP 46 (effective 7.16.01) and this Article. Special Unit assignments are assignments other than a Patrol Division assignment.

Unit members in Special Unit assignments, who wish to return to Patrol on the normal shift rotation in January, shall submit a notification via the chain of command, no later than October 31, and shall participate in the Patrol Bidding (Section 7.2).

Section 7.2: Patrol Bidding Process

Unit members shall have the opportunity each November 1 through 14th to bid on shifts, times and days off. Unit members shall select the shift, times and days off and be awarded their preferences based on seniority. The final bid list shall be posted by December 15 and the new assignments shall take effect the beginning of the second pay period in January. K-9 officers shall participate in the shift bid process, however no more than one (1) K-9 officer shall be assigned to a single squad.

Section 7.3: Patrol Vacancies

When a vacancy, as determined by the Chief, occurs in any patrol unit, the Police Department shall post the vacancy for a period of ten (10) calendar days. Any bargaining unit member shall have the right to bid on the vacancy. Selection shall be made based on seniority. Notification shall be given as to the successful bidder as well as to all other bidders. Transfers shall be made within thirty (30) calendar days from when notification has been given.

Section 7.4: Other Vacancies

When a vacancy as determined by the Chief, occurs other than in Patrol, the Police Department shall post the vacancy for a period of ten (10) calendar days. The notice vacancy shall list the qualifications necessary to fulfill the job vacancy. When making a selection, management will consider the candidate's past disciplinary record, performance reviews, years of service with OPD. An Oral Board interview may be conducted. If a Board is convened, all qualified candidates for the posted position shall be interviewed and rated on the same questions. There shall be one unit member selected by the PBA, to be an observer on each oral review board. Selection shall be made based on the point system outlined in SOP 46, Section 3. The Chief shall select among the two (2) candidates with the highest overall scores. In the event of a tie, the candidate with the highest seniority shall be selected.

Transfers shall be made within thirty (30) calendars days from when notification has been given.

7.4.1 When posting for a vacancy for a specialty unit, the Police Department shall include the normal work schedule and days off for the position. It is understood that in some of the specialty units, start and end times for work and days off may deviate from the normal schedule due to the nature of the unit. Whenever possible, unit members shall be given advance notice of the schedule changes at least seven (7) days prior to the effective change. These changes shall be of a temporary nature.

7.4.2 Unit B members selected for a specialty unit agree that selection is predicated on remaining in the unit for a minimum of two years. Unit members may request from the Chief to move to another vacancy outside the unit prior to two years.

7.5 Voluntary Work Schedule Swaps

Unit members, of like ranks, may voluntarily request a swap in work schedules via a written request thru their chain-of-command. The request must include current work assignments and a statement that the request is voluntary on behalf of both members. The reason(s) for the request shall be included.

- a. Work schedule swaps shall only apply to those members who work in the Patrol Division and shall only be granted one time per calendar year per unit member.
- b. Approval by management must be obtained for the request and if so granted, shall schedule the unit members to change work schedules within fourteen (14) calendar days.

ARTICLE 8: VOTING

Unit members, who are on duty on an election day, will be allowed to take time off without loss of pay to vote on City Property or at other polling places within the City. The time they take off to vote will be determined by the Chief. All other unit members shall vote on their own time – by absentee ballot or as otherwise permitted by law; provided, if an member who is not scheduled to work on an election day whose voting precinct is not in the City of Ocoee is called into work so that he cannot vote on his own time, the Chief shall make operational arrangements for the member to vote without loss of pay.

ARTICLE 9: UNION/MANAGEMENT MEETINGS

The City and the Union shall meet and confer on matters of mutual interest upon the request of either but not more often than once a quarter, unless both parties agree to meet more often. Such special meetings shall be held on a date and at a time and place mutually agreeable to the parties. Meetings held under this Section shall not be considered collective bargaining under the Public Employees Relations Act. Issues related to grievances shall not be discussed. The Human Resources Director shall be responsible to coordinate these meetings with the Union Representative.

ARTICLE 10: INSURANCE

10.1 During the life of this Agreement, the City shall provide the same health, medical, dental, and short/long term disability insurance under the same terms and conditions for bargaining unit members and their dependents that it provides for the City's ~~other bargaining units, non-bargaining unit, non-exempt employees and their dependents,~~ except that during the term of Agreement (9-30-15), the health insurance premiums paid by unit members shall be based on October 1, 2012 rates. Effective October 1, 2016, the insurance premiums for unit members shall be based on the City's October 1, 2016 rates, which include the Fiscal Year 2015-16 \$25 per pay period increase for both single and family coverage. In the event the City proposes to increase co-pays, deductibles, out-of-pocket maximums, or premiums above the rates or levels in place for Fiscal Year 2016-17, the City shall give notice of the increases to the Union no less than thirty (30) calendar days prior to the implementation of the new rates or levels. Upon notice, the Union may demand bargaining over the changes provided the demand is presented to the City within fourteen (14) days of the notice. Should the Union fail to demand bargaining within fourteen (14) days, the Union will be deemed to have waived its right to bargain over the changes. If negotiations commence and no agreement is reached, the parties shall submit their positions directly to the City Council for final resolution.

10.2 ~~VEBA - The City will establish a Voluntary Employee Benefits Association (VEBA) account for unit members.~~

~~The funding of the VEBA will be in accordance and in conjunction with this Agreement.~~

ARTICLE 11: STRIKES

The Union and bargaining unit members shall not promote, sponsor, engage in, or condone any work stoppage, boycott, slow-down, strike, disruption of City operations, or other withholding of limitation of services for any reasons and shall abide with F.S. §447.505.

ARTICLE 12: HOLIDAYS

Section 12.1: Days Observed.

A. For bargaining unit members not on a 24/7 shift and especially who work a Monday thru Friday schedule, when a holiday falls on Saturday or Sunday, the Friday preceding or Monday following shall be designated a substitute holiday and observed as the official holiday. All other unit members shall observe the actual holiday date.

B. The observed holidays are:

January 1	New Year's Day
January – Third Monday	Martin Luther King, Jr. Day
May – Last Monday	Memorial Day
July 4	Independence Day
September – First Monday	Labor Day
November – Fourth Thursday	Thanksgiving Day
November – Fourth Friday	Day after Thanksgiving
December 24	Christmas Eve
December 25	Christmas Day

Section 12.2: Eligibility for Holiday Pay.

A. All holiday earned must be taken as time off or paid on the same day that it is earned.

B. A unit member must be on an approved leave for or work the normal schedule of hours, on the regularly scheduled working day immediately prior to and immediately following a holiday, in order to qualify for the holiday time or pay. Absences not approved in advance, including sick call in" may not be approved depending on whether the employee" excuse and verification of the reason for the absence are acceptable to management, which, may at its option, require a doctor's excuse as well as any other evidence it deems necessary.

~~C. When a unit member works on a scheduled holiday, the member shall receive holiday pay, if he meets the eligibility requirements, plus time and one half (1½) his straight time rate.~~

C. D. When a unit member is scheduled to work on a holiday but fails to do so, the member will not receive holiday pay even if the member is otherwise eligible for holiday pay, unless the unit member is placed on approved leave.

Section 12.3: Holiday Pay.

Full time members shall receive pay or compensatory time for the number of hours regularly scheduled at their straight time hourly rate. The members shall designate on their time sheets what method they want paid.

Section 12.4: Pay for Work on Holiday.

When a member works on a scheduled holiday they shall be paid their regular rate of pay and in addition receive one and one-half times their regular rate of pay for all hours worked during the holiday (2-1/2).

Section 12.5: Floating Holiday.

On October 1 of each year of this Agreement all bargaining unit members shall receive two (2) additional shifts added to their paid time off accrual. These additional hours are to be scheduled and used as all other paid time off hours.

ARTICLE 13: PAID TIME OFF

Section 13.1: Eligibility.

A. Only full-time unit members and full-time probationary members will be allowed to accrue paid time off (PTO) leave.

B. Full-time probationary members shall accrue paid time off leave during their initial probationary period, but accrued leave is not earned until successful completion of their probationary period. During the initial six (6) months of employment, they may not take accrued paid time off leave unless authorized by the City Manager. Accrued paid time off leave not taken by a full-time probationary member is not earned and shall not be paid upon termination of employment.

Section 13.2: Accrual of Leave – PTO.

A. Full-time unit members earn Paid Time Off (PTO) leave as follows:

One through five years of service - 176.28 hours

Six through ten years of service - 216.06 hours

Eleven years +YOS - 256.10 hours

B. A full-time unit member can accrue up to 580 hours of paid time off. If a unit member accrues more than 580 hours of PTO leave, any hours over 580 will be automatically deducted from the member's leave bank on September 30 each year. However, should a member request time off and be denied the request, no time shall be deducted from the member.

Section 13.3: Charging Leave.

PTO leave time for members will be charged at hour for hour of the time taken off from the member's shift.

Section 13.4: Leave Bank Pool.

The City shall establish a Leave Bank Pool, which the members may access.

ARTICLE 14: HOURS OF WORK AND WORK SCHEDULE

Section 14.1: Basic Work Schedule.

A. The basic work schedule for Detectives shall be the established work schedule as of September 1, 2011.

B. The basic work schedule for the Patrol Division shall be the ~~4/10 Plan — 4 days on duty and 10 hour days~~ a modified twelve (12) hour shift that consists of six (6) 12 hour days and one (1) 8 hour day worked within a fourteen (14) day work period. ~~The work schedule is attached as an Addendum and shall remain in force for the Duration of this Agreement unless the parties mutually agree to alter the schedule.~~ Unit members shall select their preferences in accordance with Article 19. Those members, not in patrol shall be allowed to bid on the schedule.

C. The day shift shall be set by the City and not to start before 5:30 am.

D. The Department may temporarily change a unit members schedule based on legitimate operational necessity. Such temporary change shall be no more than fourteen (14) days in duration. The Department will provide the affected members with thirty (30) days written notice in advance of the temporary change, unless thirty (30) days' notice is not possible, in which case the Department will provide the affected members with as much advance written notice as is possible under the circumstances.

E. Unit members shall enjoy paid meal and break periods.

Section 14.2: Overtime.

A. Unit members are to report all hours worked. Unit members should not begin work before the beginning of their schedule or after the end of their schedule without permission; however, if they do perform work before or beyond their schedule, they are to report it as hours worked on their time sheet or record. Overtime will be

authorized or directed by the City and administered according to the provisions of this Agreement.

B. All unit members shall be paid time and one-half their regular hourly rate of pay for all hours in excess of 80 hours in a fourteen (14) day work cycle. Unit members shall have the option to select pay or defer the payment by selecting compensatory time for overtime worked. Any compensatory time in excess of 40 hours, not used by September 30 of each year shall be paid out. Half of the amount to be deposited shall be placed in the unit member's "retirement" VEBA account and the rest will be deposited into the active account.

C. For the purposes of overtime computation, jury duty, annual military leave and other absences from duty, whether paid or not, shall not be considered as time worked; provided, however, paid holidays and paid personal leave used for a scheduled vacation shall be considered.

D. Unit members shall be required to work overtime when assigned unless excused by supervision. A member desiring to be excused from overtime work assignments shall submit a request to the immediate supervisor ~~who shall determine whether the excuse is acceptable~~.

E. Flex Time

Flex time shall only be authorized after the unit member and management reach agreement to do so and is only authorized for a specific period in time and is not done to preclude the payment of overtime. "Flex time" or "schedule adjustments" are to be construed to be one and the same as it is applied in this article; except as provided by 14.1.

Section 14.3: Assignment of Overtime.

Overtime shall be scheduled in accordance with departmental rules, regulations and directives, and administered in accordance with the provisions of this Agreement. When overtime is authorized, the most senior qualified unit member shall be offered the overtime first and in descending order the next most senior qualified member. Should no unit member volunteer to work the overtime, the least senior qualified member shall be assigned to work.

Section 14.4: Court Legal Process Time.

Unit members, appearing in the legal process in their off-duty hours on behalf of the City, shall receive a minimum of two (2) hours pay at the rate of time and one-half for ~~legal~~ ~~Court~~ appearances. If the time exceeds the minimum two hour guarantee, unit members shall be paid at their appropriate rate of pay for all time worked.

One appearance ~~in Court~~ shall include all appearances in a 2 hour period for pay purposes. If another appearance on the same date spans beyond the guaranteed 2 hours, the unit member shall receive an additional minimum two (2) hours at the overtime rate.

Section 14.5: Standby Duty On-Call Status

A. Standby duty on-call time is defined as periods of time in which the unit member is ordered or required by the Police Department to be readily accessible by telephone, paging device or other electronic device and not performing actual work, but in readiness to perform actual work when the need arises.

B. Such standby on-call time shall be compensated at the rate of \$20.00 per day, when the member has been scheduled to work within the 24 hours and is now off work. The rate of \$30 per day shall be paid when the member is scheduled off for the

day and the rate of \$40 per day for any recognized holiday in which the member is scheduled off but placed on standby. Sergeants shall be compensated at the rate of \$30, \$40, and \$50 per day, respectively.

ARTICLE 15: ALTERNATIVE DUTY

15.1 Alternative duty shall be performed within the Ocoee Police Department if the Chief determines it is available. Light duty availability for personal illness or injury, shall be determined on a case-by-case basis, normally employees will be required to use paid time off leave. If the Chief determines it is not available, light duty shall be performed wherever assigned by the City, especially for work related injuries. The Chief will determine the length of the light duty availability.

15.2 Except as provided herein, Alternative Duty shall be in accordance with OPD Operational Order 100.1 as issued on January 26, 2012. Said policy shall be amended as follows:

1. Alternative Duty is generally reserved for those unit members who have a temporary medical limitation that prevents the member from performing all of the core functions of his currently assigned law enforcement duties. Temporary limitations shall be generally considered to be those limitations that a medical provider believes the member will recover from normally within 90 consecutive calendar days or less. ~~The Chief of Police may extend time limits.~~

2. Documentation in support of the Request for Alternative Duty shall include the medical provider's restriction(s) in laymen's terms. It shall be the City's responsibility to interpret what job functions the member can do safely.

3. Members who are working Alternative Duty shall suffer no loss of base pay or benefits. Members shall work under the conditions of the job that they are placed

in for Alternative Duty. Incentives shall be paid, if the member qualifies for them while working Alternative Duty.

4. Members denied Alternative Duty or who are currently on Alternative Duty but the Chief of Police has questioned the ability of the member to be able to perform the essential job functions of the Alternative Duty position, supported by competent medical provider(s) stating the current medical limitations of the member, shall be allowed to access other leave alternatives to include but not be limited to Paid Time Off (PTO), compensatory time, FMLA, or other authorized leave.

ARTICLE 16: WAGES

Section 16.1: Step Plan Wage Ranges.

~~The Step Pay Plan for the period beginning October 1, 2012 through September 30, 2015 is set forth in Appendix "A". The step plan consists of 10 steps. Effective October 1, 2016, the following wage ranges shall apply:~~

- ~~1. The wage range for Unit A Officers shall be \$41,310.10 to \$63,891.31.~~
- ~~2. The wage range for Unit A Corporals shall be \$43,390.10 to \$65,971.31.~~
- ~~3. The wage range for Unit B Sergeants shall be \$56,052.62 to \$78,697.32.~~

~~Bargaining unit members below the new minimums for their wage ranges will have their wage rates increased to the new minimums. Bargaining unit members above the new maximums for their wage ranges will not have their wage rates reduced to the new maximums.~~

The City retains the right to give experienced police officers a sign up bonus depending upon the years of law enforcement experience they have obtained.

Section 16.2: Step Plan Wage Implementation.

- ~~1. No General Wage Increase (GWI) increase shall be provided for Fiscal Year 2015-16.~~
- ~~2. Effective October 1, 2016 each bargaining unit member shall receive a pay increase of six percent (6%) consisting of a GWI of five percent (5%) increase to base pay up to the maximum of their pay range, and a one percent (1%) contribution to the employees' "retirement side" VEBA.~~
- ~~3. Effective October 1, 2017 each bargaining unit member shall receive a GWI of three percent (3%) increase to base pay up to the maximum of their pay range.~~
- ~~4. Effective October 1, 2018 each bargaining unit member shall receive a GWI~~

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of three percent (3%) increase to base pay up to the maximum of their pay range.

4. Bargaining unit members receiving a longevity check shall continue to receive the longevity as currently calculated.

5. Bargaining unit members who are at or above the top of the pay range shall receive a one-time lump sum payment not added to base for any portion of the GWI increases that exceed the maximum of their pay ranges.

Section 16.3: Shift Differential, Assignment and Incentive Pays

1. ~~Shift Differential for Patrol Division Second shift shall be \$1,000 per year. Shift Differential for Patrol Division Night/Midnight shift shall be \$1,600 per year.~~

2. Effective upon ratification of this Agreement by both parties, the 2% patrol assignment incentive shall be discontinued. (All bargaining unit members hired prior to October 1, 2016, except for those who have their pay increased as a result of the new wage ranges in Section 16.1 above, will have 2% added to their base pay.) All unit members who assigned to the Patrol Division shall receive a two percent (2%) patrol assignment incentive. Unit members assigned to Traffic Motors and SRO duties are included for the purposes of the patrol assignment incentive.

Specialty Unit Personnel

3. Detective Incentive shall be \$2,800 for undercover and \$2,300 for other Detectives, per year for bargaining unit members assigned as Detectives and their unit supervisors.

4. K-9 Officers shall receive \$2,400 assignment pay, to include "dog days."

5. SRO, Community Affairs Officers, Training Officers, Traffic and Motor Officers, and their immediate Sergeant supervisors shall receive a unit assignment pay of \$1,500 per year. All shift differential, incentive and assignment pays shall be computed T/A FY 2016-17 to FY 2018-19 Contract

to an hourly rate of pay and calculated into the member's base salary.

6. FTO shall receive \$2.50 per hour when training.

7. Officers fluent in speaking Creole, Spanish, Portuguese and translating Sign Language shall receive an additional \$550 per year. Check shall be separate from normal payroll check.

~~Section 16.4: VEBA~~

~~The VEBA contributions referred to in this Agreement shall be automatically deducted from the member each payday prior to the calculation of taxes. The monies shall be deposited in the member's account as directed by the member. In the event that the member has not determined what account the monies should be deposited to, the default will be that account/fund that is designated as a savings account.~~

~~As of October 1, 2012, a VEBA has not yet been created, however it is understood that a VEBA for unit members will be created and in force prior to March 31, 2013. All City monies that are required to be directed to the VEBA accounts shall be accordingly deducted and held in trust until the VEBA is fully implemented.~~

ARTICLE 17: UNIFORMS AND EQUIPMENT

Section 17.1: Uniforms.

Uniform classes are described in general orders. Unit members shall wear uniforms as determined by the Chief. When a uniform is required, no other clothing except underwear shall be worn without permission of the Chief. The City agrees to provide all unit members with four (4) sets of uniforms, to include summer uniforms. Unit members may select any combination of sets of uniforms but one of the sets must include a long sleeve uniform shirt. The City agrees to initially provide four (4) sets of uniforms to all unit members upon hire. The initial set must include one Class A (long sleeve shirt and uniform pants) and any combination of Class A, Class C (short sleeve shirt or embroidered short sleeve shirt and uniform pants) or Class D (polo shirt and uniform shorts). An initial block training uniform approved by the Chief will be issued to all members.

Upon promotion, the City agrees to provide the Sergeant with four (4) appropriate Sergeant uniform shirts to include one set of Class D and one set of block training uniforms, but one of the shirts must be a long sleeve shirt.

Class D may be worn from April 15 through November 15 and any other time the Chief designates. Breathable/mesh black footwear may only be worn with the Class D uniforms.

Section 17.2: Footwear Allowance.

The Department shall determine and provide the clothing, shoes and other related items that make up the uniform. ~~The shoe footwear allowance shall be \$90 per issued pair of shoes~~ \$100 per year paid to the vendor upon purchase of approved footwear.

Section 17.3: Replacement.

A. Unit members shall be responsible to maintain in good serviceable condition the initial issue provided in Section 17.1 above or to obtain replacements from vendors or supply, if any, designated as acceptable to the City, at no cost to the unit member. After initial issue, unit members may request replacement uniforms as needed not to exceed four (4) in any given fiscal year. Members may request any combination of sets of uniforms to include Class A, Class C, and Class D. Replacement block training uniforms will be at the discretion of the Chief.

B. The Chief shall notify unit members if there are acceptable vendors from whom they may obtain replacements.

Section 17.4: Maintenance.

Unit members shall be responsible for repair and maintenance of the Uniform and all items issued to them for their use by the City, and shall come to work in clean, neat and undamaged clothes, including undamaged uniforms and other clothes.

Section 17.5: Clothing Allowance.

Unit members assigned as Detectives on a regular basis shall receive a clothing allowance in the amount of \$1,000 per year at the time of transfer. Unit members shall be issued and maintain one class A uniform to include one short sleeve shirt and one long sleeve shirt. Thereafter, subsequent payments will be made in the first full pay period of December, during the term of this Agreement. All payments under this section shall be made by separate check.

ARTICLE 18: PROBATIONARY PERIOD

Section 18.1: Initial Probationary Period.

The initial probationary period for new unit members, accumulation of benefits, continuous service credit, participation in benefits, disciplinary actions and continued employment for bargaining unit members shall be fourteen (14) months commencing from the initial date of hire.

The probationary period for newly promoted unit members shall be six (6) months commencing from the date of probation.

Any extension of the probationary period shall be either through mutual consent of the parties or through appropriate documentation relied on by the City to justify the need to extend the probationary period. ~~sergeant.~~ Probationary extensions shall not exceed ninety (90) days.

Section 18.2: Grievances.

Unless specifically provided in this Agreement, members who have not successfully completed at least twelve (12) months of their initial probationary period under Section 18.1 shall not have access to Article 6. A unit member may utilize the grievance procedures authorized in this Agreement to challenge an extension of the promotional probationary period.

Section 18.3: Transfers, New Unit Members and Waiving Probation.

Any City employee that transfers to the OPD shall be required to:

Meet all pre-employment standards of the OPD. All accrued time off may be carried over. Transferred employees who do not successfully complete the probationary period as described in Section 19.1 shall be subject to the lay-off provisions contained in the PRRs.

ARTICLE 19: CONTINUOUS EMPLOYMENT (Seniority)

Section 19.1: Definition.

Continuous employment (seniority) shall be as a sworn member of the Ocoee Police Department ("PDCE") and shall commence from the member's initial date of hire with the City as a sworn member of the Ocoee Police Department. It shall continue until broken as provided in Section 19.3 below. When two or more members start work in the Ocoee Police Department on the same day, their PDCE shall be based on their position on the new hire eligibility list.

Rank Seniority – shall commence from the member's initial date of promotion. As a tie breaker, should two members hold the same rank seniority, the member with the longest PDCE shall be considered the most senior.

Section 19.2: Benefits.

Seniority (PDCE) and Rank Seniority shall be used for the purposes of paid time off leave and holiday preference, for shift bidding, and layoff and recall, as well as the deciding factor in any preference all other factors being equal.

Section 19.3: Loss of Continuous Service.

PDCE shall be lost upon the happening of one or more of the following events:

- A. Resignation.
- B. Termination in accordance with the City PRR.
- C. Retirement.
- D. Receiving an authorized leave of absence.
- E. Lay-off for more than six (6) continuous months.

In addition, PDCE will also be lost if an employee is promoted or is transferred to

a position outside the Ocoee Police Department, but if into another position within the Ocoee Police Department, the PDCE shall continue to accrue.

Section 19.4: Paid Time Off Leave - Priority.

When more than one (1) bargaining unit member of the same rank seeks to use paid time off for the same period and is in the same squad or section, the member with the most seniority (PDCE) will be given preference.

Section 19.5: Layoff and Recall.

Layoff and recall shall be in accordance with the below provisions:

A. Layoff

In the event of a layoff for any reason, employees shall be laid off in the inverse order of their rank seniority and then their seniority (PDCE). All initial probationary members must be laid off prior to laying off non-probationary members.

B. Recall

1. Members in layoff status will retain recall rights for twelve (12) months and shall have preference to work over applicants on eligibility lists. Recall will be made by certified mail to the last address in the member's record, along with any address on file with the Union. The member must, within seven (7) calendar days of the certified receipt date, notify the City of his intention to return to work. Said member must return to work within thirty (30) days of receiving the notice.

2. Members shall be called back starting with the most senior member notified first and then in descending order of seniority thereafter. Members who return from layoff status shall receive the current rate of pay for the pay grade ~~and step~~ he held at the time of layoff.

3. No person shall be promoted to Sergeant until all unit members who have

been laid off or who have taken a voluntary demotion (instead of being laid off within the past 12 months) have been afforded the opportunity to return to their Sergeant rank.

ARTICLE 20: SAFETY, HEALTH AND PHYSICAL FITNESS

Section 20.1: Cooperation.

The City and the Union will cooperate in the continuing objective of eliminating accidents and health hazards as well as maintaining the safety of the members covered by this Agreement.

Section 20.2: Unsafe Equipment.

Whenever a member in Unit A covered by this Agreement feels that a vehicle or other equipment is unsafe and, therefore, unfit for service because it is a hazard to himself or to the public, or both, he shall immediately inform his Supervisor. If the Supervisor concurs, the unsafe vehicle or other equipment shall not be used until it has been inspected and determined safe. Should the Supervisor not concur, the unit member will abide by the Supervisor's decision; however, the Supervisor shall document the alleged unsafe condition and Supervisor's comments in writing and forward it to the Chief of Police via the Chain of Command. Unit B supervisors shall have the authority to decline his vehicle or equipment, should the supervisor deem the equipment unsafe.

Section 20.3: Take-Home Vehicle Policy.

A. Unit members shall not be required to use their own private vehicles in the performance of their regularly assigned duties.

B. The Department shall provide a take-home vehicle for all unit members ~~officers~~ in the bargaining unit hired before October 1, 2009, as fiscally able, who reside within a twenty five (25) mile radius from the City of Ocoee (JPA). Unit members hired after October 2009 shall be provided a take home vehicle if the member lives within a fifteen (15) mile radius from the City (JPA). Unit members hired before October 1, 2009 who move during this Agreement, shall be subject to the fifteen (15) mile

restrictions herein. Take-home vehicles may not be used for personal business use, except for those members who reside within the City limits of Ocoee. During this personal use no family members (or others) may be transported.

C. Unit members residing more than five (5) to ten (10) miles outside the JPA will have \$30.00 per pay period automatically deducted from their pay, unit members residing more than ten (10) to fifteen (15) miles outside the JPA will have \$40.00 per pay period automatically deducted from their pay, and unit members residing more than fifteen (15) miles outside the JPA will have \$50.00 per pay automatically deducted from their pay, except for K-9 handlers and ~~unit members placed in an on-call status~~, who shall be exempt. These members outside the JPA will be prohibited to transport family members or any other individuals for personal reasons in the take home vehicle. This shall not apply to existing members unless they move.*

D. Distance from the JPA shall be measured "as the crow flies" using MapQuest, to the unit member's sub-division or home address, whichever is lesser.

E. Should a vehicle be "dead-lined" for more than two consecutive days, and the unit member not furnished another City vehicle, no monies shall be deducted from the members' pay for the duration that the member was not furnished a vehicle, on a pro-rated basis.

1. Unit members who no longer drive a City owned vehicle to and from work shall be provided a safe and secure parking facility; secured from the general public, in which to park their personal owned vehicle (POV).

2. Unit members may voluntarily give up their right to a take-home vehicle.

F. Unit members that have take-home vehicles must show proof, within 90 days of the effective date of the article, that they have insurance coverage for the take-

home vehicles while in their care and use off duty. The unit members' insurance shall be the primary coverage for the take-home vehicles while in the unit members' care and use off duty, with the exception of those members who are in an on-call status, in which case the City's insurance program is primary. Members who reside within the City's JPA limits shall be exempt from this paragraph.

Section 20.4: Transport.

~~Officers~~Unit members will not be required to transport persons detained in a vehicle not equipped with a cage, except in an emergency, and then the transporting officer will be assisted by another officer.

Section 20.5: Portable Radio.

No member shall be permitted to work his tour of duty without having in his possession an operable portable radio; provided, however, that in Management's discretion, a member not having an operable portable radio may be reassigned to other duties where a portable radio is not necessary.

Section 20.6: Firearms Training.

Semi-annual firearms training will be provided by the City, to include shotgun, rifle training with live ammunition. No less than semi-annually, the City shall furnish a box of ammunition, caliber to be consistent with the duty issued sidearm, for use by the bargaining unit member to practice on a firearms course in order to maintain sidearm proficiency.

Section 20.7: Physical Exams.

1. The City agrees that each member will receive, unless he objects, an annual physical examination by a physician designated and paid for by the City, which includes the following tests:

- A. Urinalysis;
- B. Blood Pressure;
- C. Blood Chemical Profile (SMAC-24 Blood Test);
- D. Vision Test;
- E. Height and Weight Recorded;
- F. EKG at rest or Stress EKG (Upon recommendation of the City physician);
- G. Chest X-Ray;
- H. ~~Tobacco~~ Nicotine Free Tests.

Every other year, unless more is determined by a physician, in addition to the above tests, employees will be given Spirometry, T.B., Audiometry and Urinalysis tests.

Scheduling of the physical examination will be on duty and at the discretion of the Department and results will be sent to the member by the medical provider.

2 ~~Unit members participating in the City's Physical Assessment Program shall receive a \$300 per year contribution (starting January 1, 2013) from the City and the equivalent of sixteen (16) hours of the member's base rate of pay paid into the member's VEBA account. Members are required to meet with the medical staff to review the results of the Physical Assessment testing.~~

3 ~~The \$300 will be placed in the active side of the VEBA for each qualified member and the 16 hours pay equivalent shall be placed in the retirement side of the VEBA.~~

In order to develop a comprehensive disease management program in conjunction with the member health center and the annual physicals the parties agree to the following:

1. All members shall receive a health risk assessment as part of the annual physical;

2. All members will be required to participate with the doctor, nurse and support staff from CareHere to address any health related risks, i.e.: hypertension, blood sugar, cholesterol, obesity, diabetes, etc.;

3. All members will receive assistance from the programs offered through the health center including smoking cessation program (at no cost);

4. No results of any physical testing done on annual bases shall have an adverse effect on a unit member's position without the unit member having the time and opportunity to rehabilitate himself.

Section 20.8: Fitness for Duty.

Any medical or psychological exam that results in the member being considered as unfit for duty, as attested by a qualified medical provider rendering his opinion of the member's limitations described in layman terms, shall require the member to use paid time off until a subsequent exam finds the member fit for duty.

Members shall undergo fitness for duty medical evaluations, at the City's direction, by a medical provider selected by the City. The medical provider shall provide, by way of second opinion, to the City, his opinion of the member's condition and what limitations – in layman's terms, if any, the member has and if the limitations are permanent.

Should the member provide qualified medical information to return to duty before the City (~~Police Chief~~ Human Resources Director) believes the member may return, and a final determination is made that the member could have returned sooner, then the City shall return that portion of the paid time off used after the date the documentation was

provided.

~~In order to develop a comprehensive disease management program in conjunction with the member health center and the annual physicals the parties agree to the following:~~

~~1. All members shall receive a health risk assessment as part of the annual physical;~~

~~2. All members will be required to participate with the doctor, nurse and support staff from CareHere to address any health related risks, i.e.: hypertension, blood sugar, cholesterol, obesity, diabetes, etc.;~~

~~3. All members will receive assistance from the programs offered through the health center including smoking cessation program (at no cost);~~

~~4. No results of any physical testing done on annual bases shall have an adverse effect on a unit member's position without the unit member having the time and opportunity to rehabilitate himself.~~

Section 20.9: Drug and Alcohol Policy.

The City Drug and Alcohol policy contained in the PRR shall apply to bargaining unit employees.

Section 20.10: Random Drug Tests.

The City reserves the right to randomly drug test members. Said drug test shall be conducted following computer based objective selection procedures as is done for the City's other employees. The costs of such tests shall be borne by the City.

Section 20.11: Notice of Health Related Problems.

When a member has a health-related problem that affects his ability to perform the essential functions of his job, the member shall so advise the Chief. Members may undergo fitness for duty medical evaluations as directed by the Chief by a doctor

selected by the City. The doctor shall provide, by way of second opinion, to the Chief only what limitations – in layman’s terms, if any, the member has and if the member has reached MMI and if the limitations are permanent.

Section 20.12: Tobacco Nicotine Free Requirement.

All members hired immediately after June 20, 2006 must be free of ~~tobacco~~ nicotine use and must remain continually free of any ~~tobacco~~ nicotine use as a requirement for continued employment with the City of Ocoee Police Department.

ARTICLE 21: WORKING OUT OF CLASSIFICATION

Bargaining unit members who work out of classification shall be paid under the same policy as applicable to all other non-exempt employees of the City who work out of their classification, unless this Agreement specifically provides for other compensation as below: Officers assigned to fill a Sergeants position for two or more hours shall receive an additional \$3.25 per hour per such shift.

ARTICLE 22: MISCELLANEOUS

Section 22.1: Locker and Shower Facilities.

The City shall provide a locker, capable of holding a uniform, vest, and gun belt for each unit member and a shower area, which shall be available for members twenty-four (24) hours a day.

Section 22.2: Inspection of Lockers.

Lockers are City property and subject to inspection by the Chief or his designee at any time for any or no reason.

Normally locker inspection will be in the presence of the unit member or another employee. However, if the Chief determines that circumstances warrant immediate inspection or opening of a bargaining unit member's locker and there are no other employees available to act as witnesses, the Chief, in his discretion, may authorize that the locker be opened and/or inspected as needed. If the lock is broken off by the City, the City will replace it.

Section 22.3: Retirement Entitlements.

A. A bargaining unit member who retires under a physical disability retirement, regardless of years of service, or a member who retires with a minimum of twenty (20) YOS and is eligible to immediately draw retirement compensation, shall be given at the time of final separation his side-arm weapon, his badge, and a retired Police Identification card.

B. A bargaining unit member who retires with a minimum of ten (10) years of service and is eligible to draw retirement compensation shall be given, at the time of

final separation, his badge and a retired police identification card. The retiree shall also have the option to purchase his side-arm.

C. A member who retires from the City and will immediately draw his retirement compensation shall be sent his monthly retirement check within sixty (60) calendar days of selection of the employee's retirement option.

ARTICLE 23 CORPORAL RANK

23.1 This Agreement shall establish the rank of Corporal. The PBA shall request that PERC Certification Number: RC 1674 be amended to include the rank of Corporal in the rank and file bargaining unit. The City agrees to support the petition to PERC. ~~23.2~~The City will establish the number of corporal positions in the Police Department. ~~23.3~~—This Article shall also establish a fair and impartial procedure to select qualified unit members for promotion to the rank of Corporal.

23.4 23.1 Qualifications

- A. A police officer must have served three (3) continuous years as an Ocoee Police Officer immediately prior to the date of the examination.
- B. The candidates must have their last performance appraisals meet or exceeds standards.
- C. Candidates must not have served a suspension without pay within the past six (6) months immediately prior to the test date.

23.5 23.2 Process

- A. The City shall be responsible for administering a fundamentally fair promotional test to be given. ~~The initial test instrument shall be agreed upon by the City and PBA and~~ shall include, but not be limited, to policies and procedures of the Police Department, supervisory knowledge, and State Statutes, all of which are directly correlated to the position being tested.
- B. If a paper and pencil test is given, the qualifying score minimum is 80% of the total exam. After all phases of the promotional process is completed, the Chief of Police shall publish a list of all candidates ranked by total, highest score. If an assessment style instrument is used to score the candidates, at minimum of one, and preferably all,

assessors shall be from outside the City Police Department. Assessors shall have a law enforcement background. The scoring principals shall be explained to all candidates, prior to the examination. Unit members shall be afforded the opportunity to discuss their scores and final scores with the assessors as part of the "feedback" to the candidates.

C. In making a promotion, the Chief of Police shall select from the list, the top scoring candidate. The Chief has the right to pass over the highest scoring candidate and select the next highest scoring candidate, but in so doing, the Chief shall hold a meeting with the passed-over candidate to discuss how the candidate can improve in order to be competitive. The Chief shall be limited to three (3) pass-over selections per promotional list.

D. When the Chief determines that a Corporal vacancy exists, he will make every effort to fill that vacancy within thirty (30) calendar days.

E. The eligibility list that are created by this Agreement shall be the only list of candidates eligible for Corporal promotion. The eligibility list shall be posted on the Agency portal.

F. While a posted vacancy is being filled, the Chief has the right to fill it temporarily with a candidate that is on the Corporal eligibility list.

G. Eligibility list shall be good for a period on eighteen (18) months or until the list is exhausted, whichever is first. A new testing process shall be constituted at least every eighteen (18) months.

H. In the event that two or more candidates have identical scores, the officer with the most sworn department seniority shall be ranked first. In the event that there is still a tie, the officer with the lowest last four social security numbers shall be deemed first.

23-6 23.3 Compensation

When an officer is promoted to the rank of Corporal, he shall receive an additional \$1.00 per hour base rate above his current pay grade.

ARTICLE 24 OFF-DUTY EMPLOYMENT

24.1 General

Except as provided in this Article, law enforcement off-duty employment shall be administered and regulated in accordance with OPD policies in effect as of October 1, 2011, as amended.

24.2 Minimum Rates

(A) The minimum hourly rate paid to unit members for off-duty, law enforcement related employment shall be thirty - two dollars (\$32.00), or if acting in a supervisory capacity, the unit member shall be paid thirty-seven dollars (\$37). ~~Off-duty employers are responsible for remitting all payment for off-duty assignments directly to the City.~~ The City shall remit payments to the officers after appropriate taxes withholdings.

(B) Bargaining unit members shall be compensated at the same rate of pay while working an off-duty detail as a law enforcement officer from another agency working the same detail or the minimum rate established in this article, whichever is greater.

(C) Approved off-duty jobs no more than four (4) hours in length may be worked by unit members prior to the start time of their regularly assigned duties.

(D) Bargaining unit members may not work a combination of on-duty and off-duty shifts in excess of sixteen (16) hours in duration within a twenty-four (24) hour period.

24.3 Holidays

The minimum hourly rate paid to unit members for off-duty, law enforcement related employment ~~charged off-duty employers~~ for the following nine (9) holidays shall
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be forty dollars (\$40.00) per hour or if acting in a supervisory capacity, the unit member shall be paid forty-five dollars (\$45): 1) New Year's Day; 2) Memorial Day; 3) Easter 4) Independence Day; 5) Labor Day; 6) Thanksgiving Day; 7) Day after Thanksgiving; 8) Christmas Eve; 9) Christmas Day.

24.3 Grievances

Any grievances relating to of this Article shall be handled pursuant to Article 6 of this Agreement.

ARTICLE 25 EDUCATION

The current City of Ocoee educational policy, as written in the current PRR, Section 13.14, Educational Incentive Program, shall remain in effect during the term of this Agreement, subject to budget constraints as deemed appropriate by the Committee. The Education Committee for this bargaining unit shall be comprised ~~of the Police Chief, Human Resources Director, a Union Representative and the City Manager~~ of those members listed in the PRR's, including a member of the bargaining unit for issues impacting members of said bargaining unit.

ARTICLE 26: PENSION

26.1 All bargaining unit positions and employees in those positions, covered by this Agreement, shall be covered by the FS Chapter ~~185 175~~ Plan as established by the City of Ocoee provided they meet the eligibility requirements of same. ~~All unit members shall increase their pension contribution from 7.6% to 8.0% of pension wages, effective upon effective date that the City's Ordinance is approved.~~

26.2 ~~Effective October 1, 2012, the Pension Ordinance shall be amended to CAP the percentage of pension entitlement to 91.0% maximum entitlement for any unit member hired after October 1, 2012. The Pension Ordinance shall be amended, effective upon the date of the amendment, to provide that the minimum in-line of duty disability benefit shall be increased from no less than 42% to no less than 55% of Average Final Compensation. Additionally, the Pension Ordinance shall be amended to provide that bargaining unit members hired after the date of the amendment of the Pension Ordinance shall be subject to the following:~~

1. A pension multiplier of 3.25%.
2. A cap on the monthly retirement benefit of 81.25% of final average compensation.
3. A minimum of seven (7) years of service with the City in order to be vested.

26.3 The City agrees to contribute no less than 12% of the unit member's payroll to the Pension Fund during the term of this Agreement. The bargaining unit members' pension contribution shall be 8% of pensionable earnings.

26.4 Accrued paid time off (PTO) at separation will not count toward final average compensation for pension benefits, effective October 1, 2012. Thirty percent (30%) of the total PTO owed the bargaining unit member shall be invested into the member's VEBA account. The remainder, seventy percent (70%) shall be paid to the unit member on

his final compensation distribution.

26.5 For purposes of pension calculation, the unit member shall receive monetary credit as part of their final average compensation for up to 300 hours of overtime as per State Statute.

26.6 Members who enter the Deferred Retirement Option Plan (DROP) after October 1, 2012 ~~shall receive a maximum of 2% interest on their D.R.O.P account contributions~~ may elect to have their account credited with either interest at the rate of 2% per annum or the actual net rate of investment return (not less than 0%) of the Fund. One change in election is permitted during the DROP period.

26.7 The City and Union agree that the pension multiplier will remain at 3.5% for the term of this Agreement for bargaining unit members hired prior to the Pension Ordinance amendment set forth in Section 26.2 above.

ARTICLE 27 SERGEANT PROMOTION

The City will promote Sergeants in the Police Department in accordance with the established General Orders, effective September 30, 2015.

ARTICLE 28 VEBA

The VEBA contributions referred to in this Agreement shall be automatically deducted from the member each payday prior to the calculation of taxes. The monies shall be deposited in the member's account as directed by the member. In the event that the member has not determined what account the monies should be deposited to, the default will be that account/fund that is designated as a savings account.

1. Unit members participating in the City's Physical Assessment Program shall receive a \$300 per year contribution from the City and the equivalent of sixteen (16) hours of the member's base rate of pay paid into the member's VEBA account. Members are required to meet with the medical staff to review the results of the Physical Assessment testing.

2. The \$300 will be placed in the active side of the VEBA for each qualified member and the 16 hours pay equivalent shall be placed in the retirement side of the VEBA.

ARTICLE 29: DURATION

This contract shall remain in full force and effect through midnight September 30, ~~2019~~ 2015 and shall automatically renew itself for periods of one (1) year unless either party delivers to the other written notice of its intent to terminate or modify this contract not less than ninety (90) calendar days prior to September 30 in any year of an automatic extension under this Article.

Florida Police Benevolent Assoc., Inc.

Date: _____

Robert Frank, City Manager

Date: _____

Name

Date: _____

Charles Brown, Police Chief

Date: _____

Name

Date: _____

Gene Williford, HR Director

Date: _____

Name

Date: _____

Rusty Johnson, Mayor

Date: _____

Appendix A

Step Pay Plan

FISCAL YEAR 2011-2012

<u>Starting</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>
40,500	42,000	43,092	43,570	45,748	47,850	49,061	51,120
<u>8</u>	<u>9</u>	<u>10</u>					
54,300	57,370	62,031					

Appendix A B

PBA COLLECTIVE BARGAINING AGREEMENT
GRIEVANCE FORM

Employee's Name _____ Class Title _____
Business Address _____ Department _____

Division _____
Business Telephone _____ Unit _____
Social Security Number _____ Bargaining Unit. _____

NATURE OF GRIEVANCE
(involving interpretation or application of specific provisions of Agreement)

DATE ACT OR CONDITION OCCURRED: _____

SECTION OF AGREEMENT: (which has allegedly been violated)

RELIEF REQUESTED:

IF REPRESENTATIVE DESIRED - Name of My Representative: _____

Business Telephone: _____

FOR GROUP GRIEVANCES ONLY - I have been designated by the following named employees to act as spokesperson and be responsible for processing the above grievance in their behalf:

SIGNED _____ **Date Submitted** _____

SUBMITTED TO: Name _____ **Class Title** _____

(If space is insufficient to write complete information, attach a separate sheet.)

Circle appropriate step	White Yellow Pink	OFFICIAL - Step 1 2 3 Representative (if any) Employee
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