

Collective Bargaining Agreement

between

the City of Oviedo

and

the Coastal Florida Police Benevolent Association, Inc.

Certification Number 1465

And

Certification Number 1653



## INDEX TO COLLECTIVE BARGAINING AGREEMENT

| ARTICLE | TITLE   | PAGE |
|---------|---|------|
|         | AGREEMENT   | 1    |
| 1       | RECOGNITION   | 2    |
| 2       | MANAGEMENT RIGHTS   | 3    |
| 3       | DUES CHECK OFF  | 4    |
| 4       | NO DISCRIMINATION   | 6    |
| 5       | BARGAINING UNIT MEMBER REPRESENTATION &<br>ASSOCIATION ACTIVITIES | 7    |
| 6       | GRIEVANCE PROCEDURE   | 10   |
| 7       | INTERNAL INVESTIGATIONS & DISCIPLINARY ACTION                     | 14   |
| 8       | LAYOFFS & RECALL  | 18   |
| 9       | PROMOTION   | 20   |
| 10      | PERSONNEL RECORDS   | 24   |
| 11      | SAFETY  | 25   |
| 12      | PERFORMANCE REVIEW  | 26   |
| 13      | SENIORITY   | 27   |
| 14      | OUTSIDE EMPLOYMENT  | 28   |
| 15      | DEPARTMENT VEHICLES   | 30   |
| 16      | VACATION, SICK/PERSONAL LEAVE & OTHER LEAVES OF<br>ABSENCE        | 31   |
| 17      | PERSONAL PROPERTY – REPLACEMENT AND/OR<br>REIMBURSEMENT           | 42   |
| 18      | EDUCATIONAL ASSISTANCE PROGRAM                                    | 43   |
| 19      | ACTING RANKS  | 44   |
| 20      | JOB-CONNECTED DISABILITY  | 45   |
| 21      | WORKDAY, WORKWEEK & OVERTIME                                      | 46   |
| 22      | ON-CALL, CALL BACK & COURT APPEARANCES                            | 48   |
| 23      | WAGES   | 49   |
| 24      | EQUIPMENT   | 51   |

|    |  |    |
|----|--|----|
| 25 | INSURANCE BENEFITS                               | 52 |
| 26 | TRAVEL EXPENSES                                  | 53 |
| 27 | DRUG & ALCOHOL TESTING                           | 54 |
| 28 | SUPERVISORY OBLIGATIONS AND RESPONSIBILITY       | 56 |
| 29 | WORK STOPPAGES                                   | 58 |
| 30 | PENSION  | 59 |
| 31 | SAVINGS CLAUSE                                   | 60 |
| 32 | DURATION   | 61 |
|    | SIGNATURE PAGE                                   | 62 |
|    | ATTACHMENT A – DUES CHECK OFF AUTHORIZATION FORM | 63 |

## **AGREEMENT**

This AGREEMENT is between the CITY OF OVIEDO (hereinafter called the “City”) and the COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION, INC. (hereinafter called the “Association” or “PBA”) representing the bargaining unit members in the Police Officers’ Bargaining Unit (Certification Number 1465 or “Unit A”) and the bargaining unit members in the Lieutenants’ Bargaining Unit (Certification 1653 or “Unit B”).

## Article 1

### RECOGNITION

A. The City hereby recognizes the Coastal Florida Police Benevolent Association, Inc., as the exclusive representative for the purposes of collective bargaining with respect to wages, hours, and terms and conditions of employment for all bargaining unit members included in the Police Officers' bargaining unit (Certification Number 1465 or "Unit A") and the bargaining unit members in the Lieutenants' Bargaining Unit (Certification 1653 or "Unit B").

B. The bargaining unit for which this recognition is accorded is as defined in the Certification issued by the Florida Public Employees Relations Commission, Certification No. 1465; provided, however, that the title "Investigator" shall be recognized as "Detective" and the title "Corporal" shall be recognized as "Sergeant."

## Article 2

### MANAGEMENT RIGHTS

Section. 1. Except as specifically and expressly abridged, limited or modified by the written terms of this Agreement, the City shall have the right to exercise its sole and exclusive discretion and authority on all of the following matters: to manage the City and the Police Department and exercise sole and exclusive control and discretion over the organization and operations thereof; to determine the purpose and functions of the City and the Department; to determine and adopt such policies and programs, standards, rules and regulations as are deemed by the City and the Department to be necessary for the operation/improvement of the Department, and to select, manage, direct, and evaluate all management, supervisory, administrative and other personnel; to take such measures as the City may determine to be necessary to maintain order and efficiency relative to both the work force and the operations/services to be rendered thereby; to set methods, means of operations and standards of service to be offered by the Department, and to contract such operations/services to the extent deemed necessary, practical and feasible by the City in its sole discretion; to decide the number, location, design and maintenance of the Department's facilities, supplies and equipment; to relocate, remodel or otherwise revise operations and facilities as may be deemed necessary by the City; to select, examine, hire, train, assign, direct, and transfer employees of the Department; to promote, demote, discipline, discharge, and layoff employees of the Department subject to the provisions of this Agreement; to increase, reduce, change, modify or alter the size and composition of the work force; to determine the extent of its operations, to determine when any part of the complete operation shall function or be halted, and to determine when, where, and to what extent operations/services shall be increased or decreased; to establish, change or modify employees' duties, tasks, responsibilities or requirements.

Section 2. If, in the sole discretion of the City, it is determined that civil emergency conditions exist, including, but not limited to, riots, civil disorders, hurricane/tornado conditions, epidemics, public employee strikes or similar catastrophe, the provisions of this Agreement may be suspended by the City during the time of such declared emergency (except for payment of wages and benefits and the Grievance and Arbitration Article hereunder).

Section 3. The selection and assignment of non-bargaining unit supervisory and managerial personnel are the sole responsibility of management. The selection of Deputy Chiefs shall not be covered by this Agreement and shall be within the exclusive authority of the Police Chief.

The City acknowledges that the language in this article is not a waiver of the Association's rights under Federal and Florida Statutes, or the Association's right to pursue grievances under Article 6 (Grievance and Arbitration Procedure).

## Article 3

### DUES CHECKOFF

#### Section 1. Deductions

A. During the term of this Agreement, the City agrees to deduct Association membership dues and unit-wide (uniform) assessments, if any, in an amount established by the Association and certified in writing by the President of the Coastal Florida Police Benevolent Association or his designee from the pay of those bargaining unit members who individually make such request on a written check-off authorization form provided by the Association or as amended by the Association (Attachment B) on a bi-weekly (26 deductions) schedule. Such deductions will begin with the pay for the first full pay period following receipt of the authorization by the City, or as soon thereafter as possible.

B. The Association shall advise the City of any unit-wide assessment or increase in dues in writing at least thirty (30) days prior to its effective date.

C. This Article applies only to the deduction of membership dues and unit-wide (uniform) assessments, if any, and shall not allow the deduction of any fines, penalties, or special assessments.

#### Section 2. Remittance

Deductions of dues and unit-wide (uniform) assessments, if any, shall be remitted exclusively to the President of the Coastal Florida Police Benevolent Association or his designee, by the City on either a bi-weekly or monthly cycle along with a list containing the names and social security numbers of the bargaining unit members for whom the remittance is made and the pay period(s) for the dues being remitted.

#### Section 3. Insufficient Pay for Deduction

In the event a bargaining unit member's salary earnings within any pay period, after deductions for withholding, Social Security, retirement, health insurance, and other priority deductions, are not sufficient to cover dues and any unit-wide assessments, it will be the responsibility of the Association to collect its dues and unit-wide (uniform) assessments for that pay period directly from the bargaining unit member.

#### Section 4. Termination of Deduction

Deductions for Association dues and/or unit-wide (uniform) assessments shall continue until either:

A. Revoked by the bargaining unit member by providing the City and the Association with thirty (30) days written notice that he is terminating the prior check-off authorization;

B. The termination of employment;

C. The transfer, promotion, or demotion of the bargaining unit member out of the bargaining unit.

Section 5. Indemnification

The Association shall indemnify, defend and hold the City, its officers, officials, agents and bargaining unit members, harmless against any claim, demand, suit, or liability (monetary or otherwise) and for all legal costs arising from any action taken or not taken by the City, its officials, agents, and bargaining unit members in complying with this Article. The Association shall promptly refund to the City any funds received in accordance with this Article which are in excess of the amount of dues and/or unit-wide (uniform) assessments which the City has agreed to deduct.

Section 6. Dues Checkoff Authorization Form

The Dues Checkoff Authorization Form (Attachment B) supplied by the Association shall be the only form used by bargaining unit members who wish to initiate dues deduction and shall contain all the information required by the form prior to submission to the City. The Association reserves the right to amend the form at its sole discretion as long as such amendment is consistent with the provisions of this Article and does not violate applicable law. Any changes in this form will not affect deductions authorized by forms to which the parties have previously agreed.



Article 4

NO DISCRIMINATION

Section 1. Non-Discrimination Policy - State-Federal Law

A. The City shall not discriminate against any bargaining unit member for any reason prohibited under Florida Statutes or any federal law.

B. Any claim of unlawful discrimination by a bargaining unit member against the City, its officials or representatives, except for grievances related to Association membership, shall only be subject to the method of review prescribed by law or by rules and regulations having the force and effect of law (i.e., such claims of unlawful discrimination shall not be subject to the grievance and/or arbitration procedure hereunder).

Section 2. Non-Discrimination Policy - Association Membership

Neither the City nor the Association shall interfere with the right of bargaining unit members covered by this Agreement to become or refrain from becoming members of the Association, and neither the City nor the Association shall discriminate against any such bargaining unit member because of his activities on behalf of or opposed to the Association.

## Article 5

### BARGAINING UNIT MEMBER REPRESENTATION AND ASSOCIATION ACTIVITIES

#### Section 1. Representation

A. From bargaining unit members in the bargaining unit, the Association shall select three (3) Association Representative(s) and shall furnish the names to the City in writing. Should the Association change Association Representatives, the City shall be so advised in writing. The City will not recognize any bargaining unit member Association Representative whose name has not been provided in writing to the City (i.e., to the Human Resources Director and the Police Chief). Where Association Representation is requested by a bargaining unit member, the Representative shall be a person so selected and designated by the Association and may be a bargaining unit member Association Representative or a member of the Association staff.

B. Where Association representation is not requested by the bargaining unit employee in connection with a written (formal) grievance not involving disciplinary action, an Association Representative shall be notified of and be given an opportunity to be present at any meeting held between Management and the employee pursuant to Section 4 of the Grievance Procedure (Article 6) concerning such non-disciplinary action grievance. In disciplinary action grievances, an Association Representative may be present at any meeting between Management and the employee only if specifically requested by the employee.

#### Section 2. Representative Access

A. The City agrees that a designated staff representative of the Association shall have access to the premises of the Police Department that are available to the public. If any area of the Police Department premises is restricted to the public, the Police Chief or his designee may permit the Association staff representative access to such area if such access is for the purpose of meeting with Management or handling official Union business, and the Police Chief or his designee determines that such access will not in any manner interfere with the operations of the Department or the duties of the individual employees.

B. In circumstances where the Chief determines that such distribution would be beneficial to the Department and the bargaining unit employees, and there is the need for expedited distribution, the Chief, in his discretion, may permit the distribution of a particular PBA informational item through the City's email system. Any such PBA informational item so approved by the Chief for distribution will be forwarded to the bargaining unit employees by the Chief with the cover "The PBA has requested that the Department distribute the attached." Under no circumstances will the Chief consider for distribution any PBA item which is prohibited under 4D below.

#### Section 3. Labor-Management Committee

A. Upon request by the designated Association Representative, the Chief of Police and two other City or departmental management officials designated by the City shall meet and

consult with three Association Representatives (i.e., any combination of staff representatives and bargaining unit employee representatives) on a quarterly basis. Such meeting shall be held at a place designated by the Chief of Police.

B. All Labor-Management Committee meetings will be scheduled after giving due consideration to the availability and work location of all parties. If an employee is required to attend a Labor-Management Committee meeting while on duty, such attendance will be deemed time worked. Off-duty attendance will not be deemed time worked.

C. The purpose of all Labor-Management Committee meetings shall be to discuss matters relating to the administration of this agreement, the City's law enforcement activities that affect bargaining unit members or any other labor related matter, and no such meeting shall be used for the purpose of discussing pending grievances or for negotiation purposes.

#### Section 4. Bulletin Boards

A. The City agrees to furnish in the Police Department headquarters wall space not less than 24 x 36 inches for an Association bulletin board.

B. Notices: The use of Association bulletin board space may be used for the following:

1. Recreation and social affairs of the Association;
2. Association meetings;
3. Association elections and results;
4. Reports of Association committees;
5. Association benefit programs;
6. Current Association contract;
7. Association training and educational opportunities;
8. Names of Association officers and representatives;
9. Minutes of Association meetings; and
10. Dues and uniform assessment increases.
11. Association Newsletter.
12. Grievances and official documents resolving grievances.

(Note: The above are subject to paragraphs 4.C and 4.D below.)

C. Notices posted must be dated and bear the signature of the Association's authorized representative.

D. The Association shall post no material on its bulletin board which may be characterized as political (other than Association local or state elections), which encourages insubordinate behavior or which is derogatory or demeaning of any City or Department official or the operations of the City or the Department. A copy of all materials to be posted shall be provided to the Chief of Police or his designee prior to posting. Materials which violate the provisions of this article should not be posted and may be removed by the Chief of Police or his designee. If the Chief of Police or his designee removes a particular item, he shall send a copy of

the item to the Association to notify the Association of the reason for such removal as soon as possible.

#### Section 5. Bargaining Unit Member Lists

Upon request of the Association, the City on an annual basis will provide the Association with a list giving the name, work address on file, classification title, and gross salary for each bargaining unit member in the bargaining unit.

#### Section 6. Documents

A. If not available on-line, the City shall annually provide each bargaining unit member with a copy of any agency rules, regulations, general orders or policies which affect the bargaining unit member's salary, benefits, or terms or conditions of employment. Changes shall be furnished to the bargaining unit member as they occur.

B. The City shall annually provide the Association with a copy or a disk of the City's personnel rules and the Department's rules, regulations, and policies (and any amendments thereto) governing the bargaining unit employees.

#### Section 7. Negotiations

A. The Association agrees that all collective bargaining is to be conducted with the City's representatives designated for that purpose. While negotiating meetings shall normally be held at City Hall, the City and the Association may mutually agree to move elsewhere at the Police Department or other location that involves no rental cost.

B. The Association may designate two bargaining unit members within this unit to serve as its Negotiating Committee, and such bargaining unit members may participate in negotiations without City compensation (e.g., they may utilize their annual leave subject to the normal policies and procedures.) Expenses incurred by the Association or individual bargaining unit members participating in negotiations shall not be subject to City reimbursement. The Chief of Police, in his discretion, may permit an on-duty bargaining unit employee serving on the Negotiating Committee to "flex" his working time to attend a negotiations session without loss of pay; provided, however, that the Chief of Police determines that there is adequate staffing and that the Department will incur no additional overtime costs.

## Article 6

### GRIEVANCE PROCEDURE

The City and the Association encourage informal discussions of complaints between management and bargaining unit members and/or their representatives. Such discussions should be held with the view to reaching an understanding which will resolve the matter in a manner satisfactory to the parties, without need for recourse to the formal grievance procedure described by this Article.

Section 1. Bargaining unit employees will follow all written and verbal orders given by superiors, even if such orders are alleged to be in conflict with this Agreement. Compliance with such orders will not prejudice the right to file a grievance within the time limits contained herein, nor shall compliance affect the ultimate resolution of the grievance.

Section 2. A “grievance” is a claimed violation of this Agreement, including, but not limited to, the claim that a discharge or other disciplinary action violated a specific provision of this Agreement. Grievances are limited to claims which are dependent for resolution upon interpretation or application of one or more express provisions of this Agreement. A grievance must be signed by the employee and shall state: (a) the date of the alleged events which gave rise to the grievance; (b) the specific Article or Articles and Sections of this Agreement allegedly violated; (c) the statement of fact pertaining to or giving rise to the alleged grievance; and (d) the specific relief requested. Grievances shall be filed on the prescribed grievance forms, which shall be standard forms used throughout the grievance procedure. At the conclusion of each step in the process, copies shall be provided to the Grievant, the Police Chief, the Human Resources Director, and the Association.

Section 3. Nothing contained in this Article shall prohibit the bargaining unit employee or the Association from resolving any grievance through informal discussion with management; provided, however, that such informal discussion shall not toll the grievance processing deadlines set forth in Section 4 below unless the parties mutually agree in writing.

Section 4. Grievances will be processed in the following manner and strictly in accordance with the following stated time limits:

STEP ONE: Any aggrieved employee below the rank of Lieutenant shall present his grievance in writing to his Lieutenant within seven (7) calendar days of the occurrence of the event(s) which gave rise to the grievance or when the employee knew or should have known of the events. Upon receipt of the grievance, the Lieutenant shall forward a copy of the grievance to the Police Chief and the City’s Human Resources Director. The Lieutenant shall meet with the employee within seven (7) calendar days to discuss the grievance and shall indicate whether the grievance is resolved or not resolved during the meeting. If resolved, the resolution shall be written and signed by the employee and the Lieutenant.

STEP TWO: Any grievance which cannot be satisfactorily settled in STEP ONE above

shall then be taken up with the employee's Deputy Chief in writing within seven (7) calendar days after the Lieutenant's response to STEP ONE above. Any aggrieved employee in the rank of Lieutenant shall present his initial grievance in writing to his Deputy Chief within seven (7) calendar days of the occurrence of the event(s) which gave rise to the grievance or when the employee knew or should have known of the events. The Deputy Chief shall meet with the employee within seven (7) calendar days to discuss the grievance and indicate whether the grievance is resolved or not resolved during the meeting. If resolved, the resolution shall be written and signed by the employee and the Deputy Chief. If not resolved, the Deputy Chief shall provide a reason for denial in writing.

STEP THREE: Any grievance which cannot be satisfactorily settled in STEP TWO above shall then be taken up with the Police Chief or his designee. The grievance, as specified in writing in STEP ONE above, shall be filed with the Police Chief within ten (10) calendar days after the Deputy Chief's response in STEP TWO above. The Police Chief or his designee shall conduct a fact finding meeting with the Grievant, his Association Representative (if any), and the Deputy Chief. Thereafter, the Police Chief, or his designee, shall issue his decision in writing on the grievance, within ten (10) calendar days after presentation of the grievance at the fact-finding meeting.

STEP FOUR: Any grievance which cannot be satisfactorily settled in STEP THREE above shall then be taken up with the City Manager, or his or his designee. The grievance, as specified in writing in STEP ONE above, shall be filed with the City Manager, or his designee, within ten (10) calendar days after the date of the Police Chiefs response in STEP THREE above. The City Manager, or his designee, will conduct a meeting with the Grievant, his Association Representative, and the Chief of Police or his designee. Thereafter, the City Manager, or his designee, shall issue his decision in writing on the grievance, within ten (10) calendar days after the presentation of the grievance at this Step.

Section 5. If the Grievant is not satisfied with the decision of the City Manager, or his designee, in STEP FOUR above, the Grievant may appeal to arbitration by hand delivery or by certified or registered mail of a written notice to the City Manager within twenty-one (21) calendar days of receipt of his written decision. Said written notice of arbitration shall include a written statement of the position of the Grievant with respect to the issues upon which arbitration is being sought. Under no circumstances shall the issues to be arbitrated be expanded from the issues set forth in the original grievance filed in writing as required by Section 2 above.

Section 6. Selection of Arbitrator -- The parties agree to use the FMCS for the selection of arbitrators. FMCS will provide a list of nine (9) arbitrators from which the parties will select one (1). If mutual agreement is not reached, the parties shall alternately strike from the list until one remains. The party to strike first shall be determined by a flip of the coin. (The FMCS list will be limited to arbitrators with Florida addresses.) Each party may request one new list.

Section 7. As promptly as possible after the arbitrator has been selected, he shall conduct a hearing between the parties and consider the grievance. The decision of the arbitrator will be served upon the individual employee or employees involved, the City's designee, and the

Association in writing. The expenses of the arbitration, including the fee and the expenses of the arbitrator, shall be shared equally by the parties. Any party desiring a transcript of the hearing shall bear the cost of its transcript unless both parties mutually agree to share the cost. Each party shall bear the expense of its own witnesses and of its own representatives for purposes of the arbitration hearing.

Section 8. The arbitrator will confine his consideration and determination to the written grievance presented in writing as required by Section 2 above. The arbitrator shall have no authority to substitute his judgment for that of management and/or to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amendment thereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not subject to arbitration or which is not a grievance as defined in this Agreement; nor shall this Collective Bargaining Agreement be construed by arbitrator to supersede applicable city, state and federal laws or regulations.

Section 9. The arbitrator may not issue declaratory opinions and shall confine himself exclusively to the question which is presented to him, which question must be actual and existing. The party filing the grievance and requesting arbitration shall, at all times, have the burden of proving that a specific provision of this Agreement was violated. Either party shall be entitled to seek review of the arbitrator's decision in the Circuit Court pursuant to applicable law.

Section 10. No decision of any arbitrator or of the City in one case shall create a basis for retroactive adjustment in any other cases. All claims for back wages shall be limited to the amount of regular wages (i.e., straight time wages plus "built in" overtime, but not other overtime) of the particular employee involved, less any unemployment compensation and/or interim earnings that he received during the period involved.

Section 11. It is agreed, with respect to the above wages or retroactive adjustment, that no arbitrator shall have the right to determine that back wages or other retroactive adjustment shall be awarded for a period in excess of three (3) months prior to the date of the grievance which is being ruled upon.

Section 12. It is agreed, with respect to this grievance and arbitration procedure, that:

A. It is the intent of the parties that a grievance must be raised at the earliest possible time. Any grievance, in order to be entertained and processed, must be submitted in a timely manner by the Grievant. Time limits may be extended by mutual agreement in writing of the parties.

B. Grievances not submitted by the Grievant in a timely manner shall be conclusively barred on the merits following the expiration of the prescribed time limit. A grievance which is for any reason not the subject of a timely response by the City or by the Department shall require the Grievant to proceed to the next Step, and failure of the Grievant to proceed on a timely basis to the next Step shall bar the grievance.

C. Grievances concerning suspension, demotion, or termination shall be filed with

the Police Chief at STEP THREE within ten (10) calendar days of the occurrence of the event which gave rise to the grievance and shall set forth the information as required by Section 2 above. Thereafter, such grievances shall be subject to the remaining steps of the grievance procedure.

Section 13. Nothing in this Article shall be construed to prevent any employee from presenting his own grievance with whomever he wants to represent him. It is understood that either an individual, an attorney, or the Association may represent a Grievant, but under no circumstances shall more than one employee unit representative represent the Grievant at any step of the grievance procedure.

Section 14. Where a grievance is general in nature in that it applies to a group of employees rather than a single employee, or if the grievance is directly between the Association and the Department or the City, such grievance shall be presented in writing directly by the Association to the Police Chief within ten (10) calendar days of the occurrence of the events giving rise to the grievance. Thereafter, the grievance shall be processed in accordance with the procedures set forth in STEPS THREE and FOUR above; provided, however, that the grievance must contain the detailed information required by Section 2 above.

Section 15. A non-dues-paying bargaining unit employee may avail himself of procedures under this Article; provided, however, that the Association shall retain the exclusive right to determine whether a grievance shall proceed to arbitration. A non-dues-paying bargaining unit employee shall be required to bear the full cost of preparing and presenting his own case and his arbitration expenses as set forth in Section 6 above.

Section 16. This grievance and arbitration procedure shall be the sole and exclusive internal City procedure for contesting discharge or other disciplinary action or any alleged violation of this Agreement. No other City procedure shall be applicable to the bargaining unit employee covered hereunder.



## Article 7

### INTERNAL INVESTIGATIONS AND DISCIPLINARY ACTION

#### Section 1. Internal Investigations

A. It is understood that the City has the right to expect that a professional standard of conduct be adhered to by all law enforcement personnel regardless of rank or assignment. Since internal investigations may be undertaken to inquire into complaints of law enforcement misconduct, the City reserves the right to conduct such investigations to uncover the facts in each case, but expressly agrees to respect the rights and dignity of accused personnel. In the course of any internal investigation, the investigative methods employed will be in compliance with Florida State Statutes, Chapter 112, Part VI.

B. The procedures provided for in this Article shall not apply to criminal investigations. A bargaining unit member who is about to be interrogated and is the subject of a criminal investigation shall be so advised and given his Miranda Warning. Such bargaining unit member shall enjoy and exercise the rights available to all citizens subject to such an investigation without fear of discipline for exercise of such rights.

#### Section 2. Investigation Procedures

A. If a disciplinary investigation is initiated against a bargaining unit member where a formal statement (other than required incident reports, control of person reports, discharge of firearms reports, arrests or any normally required reports) is elicited from the bargaining unit member, the interrogation shall be conducted under the following conditions. For the purpose of this Article, the terms of interrogation and interview are interchangeable as they relate to the bargaining unit member under investigation.

B. The interrogation shall be conducted at a reasonable hour, preferably while the bargaining unit member is on duty, unless the seriousness of the investigation is of such degree that an immediate action is required. If a bargaining unit member is off duty at the time of the interrogation, the time shall be considered time worked. If it occurs while on duty, a commanding officer shall be notified of the interrogation.

C. The bargaining unit member shall be informed of the rank, name and command of the officer-in-charge of the investigation, the interrogating parties and all persons present during the interrogation. All questions directed at the bargaining unit member shall be asked by and through only one interrogator. In the event of an emergency or a scheduling conflict, the City may replace an interrogator with another interrogator, who will resume the interrogation.

D. The bargaining unit member shall be informed of the nature of the investigation prior to any interrogation and given the names of all known complainants.

E. Interrogations shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.

F. The bargaining unit member shall not be subjected to abusive or offensive language or threatened with transfer, dismissal or other disciplinary actions. No promise, reward or threat of action shall be made as an inducement to answering any question.

G. The complete interview shall be recorded, and there shall be no unrecorded questions or statements. When recesses are taken, the times of such recesses shall be so noted on the recording.

H. The bargaining unit member shall normally not be required to give a second statement concerning the same facts elicited in an original interrogation. This will not preclude an investigator from asking questions at a later time that were not covered by the first statement or to resolve a conflict that arises as a result of new information learned subsequent to the initial interview, provided the bargaining unit member is provided a copy of the initial statement or recording.

1. If the bargaining unit member is under arrest, or is likely to be arrested as a result of the interrogation, he shall be fully informed of his or her legal rights prior to any interrogation.

J. At the request of the bargaining unit member, he shall have the right to be represented by counselor any other representative of his or her choice during the entire interrogation.

### Section 3. Officer Rights

A. When an allegation is made against a bargaining unit member, the City will make a reasonable effort to ensure that the allegation and any statements regarding the allegation are reduced to writing and signed or recorded. The written or recorded allegation shall be known as a complaint. If possible, the statement shall be taken under oath. If the allegation is substantive and the complainant refuses or cannot provide a sworn statement, the supervisor receiving the complaint will reduce the allegation to writing explaining the circumstances why the statement is unsworn. Should the complainant be anonymous, the supervisor receiving the complaint shall so attest to that fact in writing, prior to submitting the complaint to the Police Chief, or his designee. All complaints shall be forwarded to the Police Chief or his designee, who shall assign the complaint to the employee's Lieutenant, Deputy Chief, or Internal Affairs for further action. Anonymous allegations shall not lead to corrective action unless additional evidence is developed as a result of an investigation of the allegations, in which the bargaining unit member(s) are afforded all existing rights under this Article.

B. When a bargaining unit member is to be questioned or interviewed concerning a complaint or allegation, the bargaining unit member will be informed prior to the interview of the nature of the investigation and whether he or she is the subject of the investigation or a witness in the investigation. When requested, a bargaining unit member who is the subject of an investigation shall be given reasonable time to contact, consult with, and secure the attendance of an Association Representative at the interview or pre-determination conference. If he is the

subject of the investigation, the bargaining unit member will also be informed of each complaint or allegation made against him and be given a copy of all written or recorded statements made by the complaint and witnesses at the time notification is made. The bargaining unit member who is the subject of the investigation shall not disclose the contents to anyone other than his or her representative or attorney until the investigation is complete. No bargaining unit member who is the subject of an investigation shall not unreasonably delay his interview.

C. The bargaining unit member shall upon request receive a copy of his written or recorded statement at no cost to the bargaining unit member. No recording or transcription of that statement will be made without the knowledge of all participants present at the interview. (Note: There shall be only one official written or recorded statement, and such statement shall be taken by the City.)

D. Upon the conclusion of the investigation, the bargaining unit member who is the subject of an internal investigation shall be notified in writing of the disposition of the case.

E. No bargaining unit member shall be required to nor requested to volunteer to submit to a polygraph test or any device designed to measure the truthfulness of his or her responses during an investigation of a complaint or allegation. This shall not prohibit the employee from volunteering to submit to such device/test, provided that the employee so volunteers in writing.

F. Only sustained findings may be inserted in personnel records. Findings which are not sustained shall not be inserted in permanent personnel records or referred to in performance evaluations. All findings other than sustained findings shall be maintained in the City's Internal Affairs files.

#### Section 4. Disciplinary Action

A. A bargaining unit member may be disciplined or discharged only for just cause, which shall include, but not be limited to, a violation of City and/or Departmental rules, policies, or directives, or state or federal law, and/or supervisory obligations and responsibilities (Article 28).

B. Discipline shall not be imposed until such time that the bargaining unit member has been provided an opportunity to respond verbally or in writing to the complaint allegations against him. Discharge and demotion may be imposed any time subsequent to the aforesaid opportunity to respond. Suspension or reprimand will not be imposed until after the employee exhausts his rights under Article 6 (Grievance and Arbitration); provided, however, the Police Chief with the approval of the City Manager may suspend an employee earlier with or without pay if the employee has been charged with a felony or a misdemeanor, which could endanger the public. Further, notwithstanding the foregoing, the Police Chief may suspend an employee under investigation for disciplinary allegations with pay pending final disposition of such allegations if the Police Chief deems such action to be appropriate.

C. A bargaining unit member who has not attained regular status shall not have

access to the grievance procedure in Article 6 or any other City grievance or appeals procedure to contest discipline or discharge. Bargaining unit employees serving a promotional probationary period shall be permitted to utilize the grievance/arbitration procedure for all purposes except removal from the promotional position (for failure to perform their job) and return to their previous position before the conclusion of the promotional probationary period. (Such shall be within the exclusive discretion of the Chief.)

D. Nothing herein shall restrict the Association representing a bargaining unit employee (or the employee himself) subject to or under disciplinary investigation from meeting with the Chief or his designee to attempt to resolve pending (or potential) charges or disciplinary action prior to final decision by the Chief or prior to filing a formal grievance. If the employee so requests, he may be represented by the PBA representative or counsel. Any such meeting shall be "off the record," and shall not prejudice the position of either party.

## Article 8

### LAYOFFS AND RECALL

#### Section 1. Layoffs

A. In the event that the City foresees the need for a reduction in force (layoff) in this bargaining unit and/or the Lieutenants' bargaining unit, the City shall provide the Association with written notice of the proposed reductions as soon as practical. If the Association so desires, it may meet with the City prior to the date of proposed reductions to discuss alternatives to such reductions and related items. Reductions in force shall be by rank and by seniority (including seniority in rank where applicable).

B. An employee laid off from a higher rank in this bargaining unit and/or the Lieutenants' bargaining unit may roll back to a lower rank. Such employee in a higher rank shall displace the employee in the lower rank based on the seniority of the employee in the lower rank (i.e., the least senior employee in the lower rank being displaced first).

C. No bargaining unit employee with permanent (or regular) status in an affected rank shall be rolled back from his rank while a bargaining unit employee on probationary status is serving in that rank. If eligible, a bargaining unit employee on probationary status in a higher rank may roll back to a lower rank. No bargaining unit employee in permanent (or regular) status in an affected rank shall be laid off while a bargaining unit employee on probationary status is retained.

#### Section 2. Recall

- A. Laid off employees shall retain recall rights for a maximum of eighteen (18) months.
- B. Eligible bargaining unit employees shall be recalled to their former rank based on reverse order of roll back or layoff; provided they are currently qualified to perform the work in the job classification to which they are recalled. No new bargaining unit employee shall be promoted until the bargaining unit employees rolled back have been given an opportunity to return to work at the bargaining unit employee's original position.
- C. The City shall provide notice of recall to former rank to those bargaining unit employees still employed through official Police Department channels, or to those employees not currently employed to their last known address. The bargaining unit employee will sign a receipt for such notice. Concurrently, the City will provide the Association with a list of those bargaining unit employees so notified.
- D. Bargaining unit employees shall have thirty (30) calendar days from the date of the returned receipt (if the City has a current address) in which to respond to recall notices. If written response is not received by the City within that time, or if

a bargaining unit member declines the position, or, if the City is unable to reach the employee due to the employee's failure to provide current contact information (e.g., a current address), the City will continue to apply normal recall procedures to those employees so eligible for recall.

- E. Employees shall not accrue leave, retirement benefits, or any other City benefit during periods of layoff.

## Article 9

### PROMOTION

#### Sergeant Promotional Process

Section 1. Announcement - The Human Resources Director is responsible for coordinating the announcement of the promotional process. The announcement includes the description of the position or job classification for which a vacancy exists, a schedule of the dates, times, and locations of all elements of the promotional process, a description of the eligibility requirements and description of the examination.

The announcement of the examination must be at least 60 days prior to the examination and must include a list of the source material for study which may be covered by the examination.

Section 2. Qualifications - In order to compete for the promotion, the following minimum qualifications are required to be met as of the date of the examination:

A. A minimum of Three (3) years experience as a Police Officer with the City of Oviedo and eighteen (18) months in patrol.

B. Candidate must have satisfactory or better evaluations for the prior two (2) years.

C. Candidate must not have any suspension, demotion, or other major or multiple discipline for the prior two (2) years.

D. Candidate must submit a letter of interest outlining his qualifications for the position. The following are examples of preferred qualifications which should be identified as part of the letter of interest:

- Activities supporting the Department's community policing mission, community involvement or participation on Department committees.
- Endorsements from the officer's Sergeant and Lieutenant.
- A statement of attributes for the desired position.

#### Section 3. Examination

The Department shall utilize a written test on Policy & Procedure, Florida State Statute, and City Personnel Policy. To advance to the next step in the process, each candidate must obtain a passing score of 80%. Those who fail to attain the passing score shall not advance any future in the process. In the next successive promotional process conducted by the City, those who obtained a passing score in the last process do not have to retake the written test and shall be eligible to automatically advance to the next step.

The Chief of Police shall review the examination for material relevant to the position and may designate subject matter experts for development and review of materials. Candidates may

schedule an opportunity to review their examination and file any written objections or challenges to particular questions and answers within seven (7) calendar days after the results of the examination are announced. Any objections or challenges to particular questions shall be reviewed by the Chief of Police along with any subject matter experts, and the Chief shall make determinations as to any challenges.

#### Section 4. Oral Review Panel

Candidates passing the written test shall advance to a panel interview comprised of four Lieutenants. Two of the Lieutenants shall be selected by the Chief of Police and two by the Union. The panel will recommend candidates to a Chief of Police for interview who are deemed by the panel to demonstrate the qualifications, preparedness, and judgment to assume the position of Lieutenant. To be recommended for advance, a candidate must receive supporting votes from 3 of the 4 Lieutenants on the panel. The Chief of Police shall select one of the Lieutenants to be the Chairperson of the panel, who shall be responsible for ensuring that voting is by secret ballot, obtaining personnel files and other pertinent documents on candidates for review by panel, ensuring that the panel process is conducted in a professional manner, and reporting the list of names of recommended candidates to the Chief of Police in alphabetical order.

A. Duration of List: The list will exist for a period of eighteen (18) months from the date it is established. If the list at any time has only two names (whether due to promotion, disqualifying discipline of list members, disqualifying evaluation, or other reason), the Chief may require a new list and testing process prior to the expiration of the 18 months.

#### Section 5. Chief of Police Interview

Candidates recommended to the Chief of Police will proceed to a panel interview with the Chief of Police and the two Deputy Chiefs. The Chief, in his sole discretion, may select from any of the candidates to fill a vacant Sergeant position.

Section 6 Probation - All members promoted to the rank of Sergeant are placed on probation for a period of twelve months from date of promotion. Should a member fail to complete the probationary process, they will be returned to their previous rank from which they were promoted.

Section 7. Wages Upon Promotion - An employee who is promoted to Sergeant shall be placed at starting salary for the Sergeant position in the pay plan or be granted a 5% increase over his police officer's pay, whichever is greater. (Note: Promotional wage increases are based on movement from police officer to sergeant. Detective assignment pay is not utilized for this purpose.)

#### Lieutenant Promotional Process

Section 1. Announcement - The Human Resources Director is responsible for coordinating the announcement of the promotional process. The announcement includes the



description of the position or job classification for which a vacancy exists, a schedule of the dates, times, and locations of all elements of the promotional process, a description of the eligibility requirements and description of the examination.

The announcement of the examination must be at least 60 days prior to the examination and must include a list of the source material for study which may be covered by the examination.

Section 2. Qualifications - In order to compete for the promotion, the following minimum qualifications are required:

A. A minimum of Two (2) years experience as a Sergeant or Corporal with the City of Oviedo.

B. Candidate must have satisfactory or better evaluations for the prior two (2) years.

C. Candidate must not have any suspension, demotion, or other major or multiple discipline for the prior two (2) years.

D. Candidate must submit a letter of interest outlining his qualifications for the position no more than five (5) pages double spaced. The following qualifications should be addressed as part of the letter of interest:

- Description of the applicant's leadership style.
- Description of the leadership the applicant has demonstrated as member of the Oviedo Police Department as a Corporal and Sergeant.
- Description of the leadership the applicant has demonstrated outside of their employment while a member of the Oviedo Police Department as a Corporal and Sergeant.
- What they believe the role of a Lieutenant is in the Oviedo Police Department and how would you best achieve it?
- What are three (3) critical challenges facing the Oviedo Police Department in the next 5 years?
- How would you address each of the challenges mentioned above?

Section 3. Examination

The Department shall utilize a written test on Policy & Procedure, Florida State Statute, and City Personnel Policy. To advance to the next step in the process, each candidate must obtain a passing score of 80%. Those who fail to attain the passing score shall not advance any further in the process. In the next successive promotional process conducted by the City, those who obtained a passing score in the last process do not have to retake the written test and shall be eligible to automatically advance to the next step.

The Chief of Police shall review the examination for material relevant to the position and may designate subject matter experts for development and review of materials. Candidates may schedule an opportunity to review their examination and file any written objections or challenges

to particular questions and answers within seven (7) calendar days after the results of the examination are announced. Any objections or challenges to particular questions shall be reviewed by the Chief of Police along with any subject matter experts, and the Chief shall make determinations as to any challenges.

#### Section 4. Oral Review Panel

Candidates passing the written test shall advance to a panel interview comprised of a Deputy Chief and two (2) Lieutenants (or individuals above such rank from an outside police agency) as selected by the Chief of Police. One of the Lieutenants shall be selected by the Union. The panel may recommend candidates to the Chief of Police for interview. The Chief of Police shall select one of the members to be the Chairperson of the panel, who shall be responsible for obtaining personnel files and other pertinent documents on candidates for review by panel, ensuring that the panel process is conducted in a professional manner, and reporting the list of names of recommended candidates to the Chief of Police in alphabetical order.

A. Duration of List: The list will exist for a period of eighteen (18) months from the date it is established. If the list at any time has only two names (whether due to promotion, disqualifying discipline of list members, disqualifying evaluation, or other reason), the Chief may require a new list and testing process prior to the expiration of the 18 months.

#### Section 5. Chief of Police Interview

Candidates recommended to the Chief of Police will proceed to a panel interview with the Chief of Police and the Deputy Chief who was not on the Oral Review Panel. The Chief may include an individual of similar rank from an outside agency on the interview panel. The Chief, in his sole discretion, may select from any of the candidates to fill a vacant Lieutenant position.

Section 6 Probation - All members promoted to the rank of Lieutenant are placed on probation for a period of twelve months from date of promotion. Should a member fail to complete the probationary process, they will be returned to their previous rank from which they were promoted.

Section 7. Wages Upon Promotion - An employee who is promoted to Lieutenant shall be placed at starting salary for the Lieutenant position in the pay plan or be granted a 5% increase over his police officer's pay, whichever is greater. (Note: Promotional wage increases are based on movement from Sergeant to Lieutenant. Detective assignment pay is not utilized for this purpose.)

Article 10

PERSONNEL RECORDS

Section 1. Personnel File

A. There shall be only one official personnel file for each bargaining unit member, which shall be maintained in the Human Resources Department office of the City.

B. If any adverse personnel action is placed in a bargaining unit member's official personnel file, the bargaining unit member will be so notified and will have the right to answer any such material filed, and his answer will be attached to the file copy.

C. A bargaining unit member will have the right to review his own official personnel file at a reasonable times designated by the City under supervision of the designated records custodian.

D. Where the City, the Public Employees Relations Commission, the courts, an arbitrator, or other statutory authority determines that a document has been placed in the bargaining unit member's personnel file in error or is otherwise invalid, such document shall be stamped "NOT VALID" and shall be placed in an envelope together with a letter of explanation. The envelope shall be stamped "NOT VALID" and maintained in the bargaining unit member's personnel file, as required by the Florida Public Records Act.

Section 2. Counseling Notes

A. The City and the Association agree that a counseling notice is not formal discipline and not subject to the grievance procedure. Such materials are documentation of minor work deficiencies and are appropriately utilized in evaluating the performance of a bargaining unit member or documenting adherence to an agency's standards of conduct or job performance.

B. A written reprimand more than twenty-four (24) months old shall not be utilized for purposes of assessing further disciplinary action if the employee has received no further disciplinary action (written reprimand or greater) during the twenty-four (24) month period.

## Article 11

### SAFETY

Section 1. The City shall make every reasonable effort to provide bargaining unit members a safe and healthy working environment. The City and the Association agree to work cooperatively toward reducing job-related injuries and Workers' Compensation costs by encouraging improved safety measures.

#### Section 2. Safety Committee

The Association will name one bargaining unit member to serve on any City-wide Safety Committee.

#### Section 3. Bargaining Unit Member Health and Safety

A. When the City requires a bargaining unit member to use or wear health or safety equipment, such equipment will be provided by the City.

B. When a bargaining unit member believes an unsafe or unhealthy working condition exists in the work unit, the bargaining unit member shall immediately report the condition in writing to the supervisor. The supervisor shall investigate the report and respond to the bargaining unit member. A copy of such report made by the supervisor shall be forwarded to the Association Representative by the supervisor investigating the working condition.

#### Section 4. Vehicles and Equipment

A. Vehicles and equipment used by bargaining unit members, and issued by the City, shall be maintained in safe operating condition by the City. Recognizing that the bargaining unit employee has the greatest knowledge of the condition of the vehicle or equipment he is using, it shall be his responsibility to provide a detailed report to his supervisor outlining the deficiencies or problems with any vehicle or equipment which he has utilized or is utilizing.

B. The Department will maintain its current policy/practice regarding firearms, qualifying and access to the firing range for practice/training purposes.

C. Training. The Department will provide appropriate training for any specialized vehicles and training.

## Article 12

### PERFORMANCE REVIEW

Section 1. Bargaining Unit employees shall be evaluated by their immediate supervisors or designated raters, who shall be accountable for such reviews.

Section 2. The parties agree that performance evaluations are not grievable under the grievance/arbitration procedure in this Agreement; provided, however, that any employee who disagrees with his evaluation shall have the right to include a statement of rebuttal (along with the evaluation) in his personnel file and to appeal the evaluation within the Department in accordance with policy and procedure.

Section 3. No employee who has attained permanent (regular) status in his current classification shall receive a below satisfactory overall evaluation for poor performance unless he has been counseled about the poor performance and provided a reasonable opportunity to correct his performance. This section shall not apply where the employee receives a below satisfactory evaluation because he committed a serious offense (or offenses).

## Article 13

### SENIORITY

#### Section 1. Definition.

For the purpose of this Agreement, “seniority” shall be defined as continuous service as a sworn police officer with the City of Oviedo; provided, however, that a bargaining unit employee shall be considered to have a break in service when the bargaining unit employee separates from City employment and is not returned to the City’s payroll within thirty (30) calendar days following such separation. Where two or more employees were employed as police officers by the City on the same date, their relative seniority will be determined by the amount of time serving as police officers in another department(s), or if such is not determinative (to break the tie), the amount of full-time or part-time non-sworn service with the City of Oviedo, or if such is not determinative (to break the tie), their scores/ranking at graduation from the police academy. Where applicable, seniority in rank (e.g., corporal) shall be utilized. Where two or more employees were appointed to a classification on the same date, their relative seniority will be determined by the amount of their continuous service as a sworn police officer with the City, or if such is not determinative (to break the tie), the other criteria applicable to police officers as set forth above in this paragraph.

#### Section 2. Seniority Application.

Seniority shall be utilized to the extent specifically set forth in various provisions of this Agreement or within the Department policies and procedures.

## Article 14

### OUTSIDE EMPLOYMENT

#### Section 1. Outside Employment - Police Employment

A. Any bargaining unit employee who wishes to perform police employment outside of his normal Police Department duties shall secure the required approval in advance in accordance with the Police Department's procedures and applicable law. In determining whether to grant such approval, the Department will consider whether (or not) the outside employment:

1. Constitutes a conflict of interest;
2. Interferes with the bargaining unit employee's primary duties with the City of Oviedo Police Department;
3. Is within the duties and responsibilities the bargaining unit employee performs or may reasonably be expected to perform as part of his job duties and responsibilities; and
4. Is confined to the geographical area of the City of Oviedo. (The Chief of Police, in his sole discretion, may approve such employment outside of the geographical area of the City of Oviedo.)

B. At the commencement of each Fiscal Year (October 1), each bargaining unit employee shall complete a form provided by the Department disclosing any outside employment, including outside employment which (while not presently being performed) is reasonably likely to reoccur. (Note: The filing of this form does not relieve bargaining unit employees from seeking approval for outside employment for which approval has not already been granted.) During the course of the bargaining unit employee's outside employment, the Department may make reasonable inquiries of the bargaining unit employee to insure that his continued outside employment does not constitute a conflict of interest; does not interfere with his primary duties as a City of Oviedo police officer; is within the duties and responsibilities the bargaining unit employee performs or may reasonably be expected to perform as part of his job duties and responsibilities and is located within the geographical area of the City of Oviedo.

C. With approval from the Deputy Chief, a bargaining unit employee may use his police car during approved off-duty police employment within the geographical area of the City of Oviedo; providing, however, that the bargaining unit employee makes arrangements for his off-duty employer to make separate payment directly to the City for the use of such police car. (The fee for the use of the police car shall be established by the City and may, from time to time, be adjusted with appropriate notice.)

#### Section 2. Outside Employment—Non-Police Employment.

Any bargaining unit employee who wishes to perform non-police employment outside of his normal Police Department duties shall provide written notice to the Department prior to the start of such employment and shall meet the requirements set forth in Section 1.A(1-3) above. In the event of short notice of such employment, an employee must contact his/her supervisor prior

to starting such employment and submit the written notice within three (3) calendar days.



## Article 15

### DEPARTMENT VEHICLES

Section 1. Eligible bargaining unit employees shall be assigned a City vehicle and will be allowed to participate in the take-home program in accordance with Departmental policies and procedures 213-2 (effective 9-24-08). Failure to comply with the Departmental policy and procedure will result in the bargaining unit employee being temporarily or permanently barred from the take-home program.

Section 2. Bargaining unit employees who are assigned to a marked City vehicle will be allowed to participate in the take-home program in accordance with Section 1 above only if they have successfully completed their one year probationary period and they reside within the geographical boundaries established by the Department. Such boundaries are Interstate 95 to the East; C.R. 44 to the North; Orange County/Osceola County lines to the South; and Interstate 4, Florida Turnpike, S.R. 436, Lake County/Seminole County lines to the West (see attached map for approximation of these boundaries). Bargaining unit employees who are in the take-home vehicle program but do not reside within the aforesaid boundaries prior to the date of approval of this Agreement may remain in the program; provided, however should they change their residence, they must move within the aforesaid boundaries or they will automatically be removed from the program. This section does not apply to Lieutenants who are assigned a City vehicle and allowed to participate in the take-home program in accordance with Departmental policies and procedures.

Section 3. An on-call Detective may use his take-home vehicle for travel beyond that permitted under the Department's policies and procedures (e.g., travel between the employee's residence and regularly scheduled duties, official business, etc.) if such is necessary to respond to calls in a timely and efficient manner.

Article 16

VACATION, SICK/PERSONAL LEAVE, AND OTHER LEAVES OF ABSENCE

Section 1. VACATION LEAVE

A. ACCRUAL RATES FOR VACATION LEAVE

All bargaining unit employees accrue vacation at the rates outlined in the schedule below.

1. All bargaining unit members shall be scheduled to work 84 hour two-week pay period. The hourly rate shall be proportionally reduced for any bargaining unit member who is converted from a forty (40) hour week schedule to an 84 hour two-week pay period so that regularly scheduled pay for a two week forty (40) hour schedule shall be equal to one 84 hour two-week pay period. All bargaining unit members shall receive the applicable accruals for twelve (12)-hour shift schedules.

2. Accrual Rate for employees on twelve (12)-hour shifts.

| YRS OF SERVICE               | ACCRUAL/PAY PERIOD | ACCRUAL/YEAR |
|------------------------------|--------------------|--------------|
| Date of hire through 2 years | 5.53 hours         | 144 hours    |
| 3 years through 5 years      | 6.00 hours         | 156 hours    |
| 6 years through 10 years     | 7.38 hours         | 192 hours    |
| 11 years through 15 years    | 8.76 hours         | 228 hours    |
| 16 years through 19 years    | 10.15 hours        | 264 hours    |
| 20 years +                   | 11.53 hours        | 300 hours    |

3. Vacation leave accrues during any pay period in which an employee works or is compensated (e.g., while on vacation, sick leave, etc.).

4. Vacation leave does not accrue in any pay period that an employee is on a leave of absence, suspension, or other absence without pay for the entire pay period.

5. Maximum accrual for all twelve (12) hour shift bargaining unit employees is 432 hours.

B. ELIGIBILITY

Bargaining unit employees are eligible to take vacation leave after completing six months of service.

C. CONDITIONS AND LIMITATIONS

1. Vacation leave selection and scheduling will be in accordance with

existing Department practice. An employee must request and have prior approval from the Police Chief or his designee to utilize vacation leave, using the appropriate form.

2. Vacation leave will not be routinely approved by call-in in lieu of sick leave for the date of absence; i.e., to supplement all or part of a single day/shift for which the employee has an insufficient sick leave balance.

3. Vacation leave is generally authorized for an entire shift or more; however, less than one work day/work shift, but no less than one-half hour, may be taken if requested and authorized in advance, and which is not simply to supplement a sick leave balance insufficient to cover a full day's/shift's absence. Accrued vacation may be authorized for extended absence for serious health conditions, if the accrued sick leave balance has already been exhausted, and other eligible reasons in accordance with the Family and Medical Leave.

4. Vacation leave will not be approved in advance of accrual earned.

5. If no other accrued leave is available (i.e., sick leave, administrative leave), vacation leave may be used to supplement workers' compensation wage benefits provided the total income from the wage benefits and vacation used does not exceed 100% of an employee's regular gross pay.

6. The use of vacation leave to extend the employee's separation date is prohibited.

#### D. HOLIDAYS WHILE ON VACATION LEAVE

Holidays which occur during the period selected by the employee for vacation will not be charged against vacation accrual balances. The holiday will be charged against holiday leave regularly due the employee; i.e., the employee will not receive both holiday and vacation pay for the holiday.

#### E. DEATH IN FAMILY DURING VACATION LEAVE

When bereavement leave occurs within a vacation period, the vacation period can be extended to cover this period and such time charged to bereavement leave as authorized, or the vacation leave will be reduced accordingly, as requested by the employee.

#### F. PAYMENT OF VACATION LEAVE BALANCE UPON SEPARATION OR DEATH

After six months of employment, bargaining unit employees will be eligible for payment of accumulated vacation leave in cases of separation from City employment in good standing (layoff, resignation, retirement). An employee who separates with less than six months' service, or who is terminated during or at the conclusion of the probationary

period, or is discharged for cause, is not eligible for payment of accumulated vacation leave, unless specifically authorized by the City Manager.

In the event of a non-probationary employee's death, his beneficiary shall be paid for accumulated vacation leave.

Section 2. SICK/PERSONAL LEAVE

A. ELIGIBILITY

All bargaining unit employees are eligible to accrue sick leave from the first month of employment. However, sick leave is not available for use until after completion of six months of employment.

B. SICK LEAVE ACCRUAL RATES

Sick leave accrual for full-time employees shall be earned in accordance with the following schedule:

| SCHEDULE            | ACCRUAL/PAY PERIOD | ACCRUAL/YEAR | MAXIMUM ACCRUAL |
|---------------------|--------------------|--------------|-----------------|
| 84 hours/pay period | 5.53 hours         | 144 hours    | 720 hours       |

C. AUTHORIZED USES OF SICK/ PERSONAL LEAVE

1. Sick leave may be used for the following reasons:

(a) Legitimate illness of employee, employee's spouse, child(ren), or parent, or other relative as approved by the Human Resources Director, depending upon the relationship and circumstances.

(b) Non-job related accident/injury preventing performance of employee's duties; or to supplement Workers' Compensation wage benefits in the event of a compensable on-the-job injury/accident, provided the combined income from Workers' Compensation wage benefits and sick leave does not exceed 100% of regular gross pay.

(c) Medical, dental, psychological, optical, chiropractic, or Employee Assistance Program (EAP) appointment, treatment, or examination of employee or employee's spouse, child(ren), or parent, or other relative as approved by the Human Resources Director, depending upon the relationship and circumstances.

(d) Additional bereavement leave.

(e) Family and Medical Leave.

2. Personal leave usage

Employees are eligible to use a designated amount of accrued sick leave each fiscal year for personal business reasons, as follows:

| SCHEDULE            | MAXIMUM ACCRUAL |
|---------------------|-----------------|
| 84 hours/pay period | 24 hours        |

Requests for personal leave must be approved in advance by supervision. If an employee does not use the eligible personal leave during the fiscal year, the unused hours are maintained in the sick leave balance; i.e., unused personal leave hours are not carried over into a subsequent fiscal year for additional personal leave use. If an employee records on the biweekly time sheet personal leave use in excess of the amount authorized each fiscal year, the excess number of hours will automatically be charged to accrued vacation, if available, or will be unpaid.

3. Effective October 1, 2012, Lieutenants shall be eligible to designate an additional five days (60 hours) of accrued sick leave each fiscal year for personal business reasons, and all other bargaining unit employees below Lieutenant shall be eligible to designate an additional two days (24 hours) of accrued sick leave each fiscal year for personal business reasons.

4. Computing Sick/Personal Leave

The minimum charge for sick/personal leave is one-quarter hour; additional charged time will be to the nearest one-quarter hour.

D. PROOF OF ILLNESS AND NOTIFICATION REQUIREMENTS

1. It is the employee's responsibility to personally notify supervision (unless incapacitated) at least one hour prior to the beginning of the work shift if the employee will be absent due to illness. Unless the employee receives prior authorization, as in the case of an extended, verified illness or an approved Family and Medical Leave due to illness, it is the employee's responsibility to report in this manner for each day of absence due to illness.

2. An employee who is absent from work for more than three work days/shifts due to illness, may be required by his supervisor to provide medical verification of the illness from the treating physician in order to receive sick leave benefits. If requested verification is not received by the due date for time sheets, the absence will be unpaid. A physician's statement may also be required for employees who:

- (a) take excessive sick leave, either on separate days or on continuous days in any given time period;

- (b) demonstrate a pattern of absenteeism;
- (c) call in sick on a day or days when vacation leave was denied;
- (d) take sick leave as soon as it is accrued (i.e., one day at a time as soon as it is earned); or
- (e) are frequently absent the day before and/or the day after a scheduled day off or a holiday.

Department Directors may require medical verification of the need for sick leave at any time.

Sick leave charged following an employee's notice of resignation and occurring prior to the date of separation must be verified by a physician's statement certifying the illness in order to be compensated.

3. Frequent and/or excessive absences charged to sick leave without medical verification, or with medical verification but which hinders operations, impedes work flow, or creates other adverse operational impact; evidence of malingering; a pattern of sick leave usage (e.g., Mondays, Fridays); use of sick leave for false claims of illness or injury; falsification of proof to receive payment of sick leave; and/or failure to comply with rules and regulations governing sick leave; may result in denial of sick leave pay and/or disciplinary action, including dismissal.

4. Sick leave does not accrue in any pay period that an employee is on a leave of absence, suspension, or other absence without pay for the entire pay period.

#### E. HOLIDAYS WHILE ON SICK LEAVE

Holidays which occur during a period in which the employee is absent on approved sick leave shall not be charged against sick leave. The holiday will be charged against holiday leave regularly due the employee; i.e., employees will not receive both holiday and sick leave pay for the holiday.

#### F. DEATH IN FAMILY WHILE ON SICK LEAVE

When bereavement leave occurs while an employee is on approved sick leave, the time off work for bereavement purposes will be charged to bereavement leave as authorized.

G. SICK LEAVE INCENTIVE PROGRAM

1. In order to encourage the accumulation of sick leave, the City provides incentive programs to employees enabling them, each fiscal year, to “sell back” or convert to vacation leave 50% of their unused sick leave which exceeds the required minimum balance, as follows:

| EMPLOYEE SCHEDULE   | REQUIRED MINIMUM BALANCE |
|---------------------|--------------------------|
| 84 hours/pay period | 432 hours                |

Example: Employee who has a sick leave balance of 480 hours:

- 480 hours
- 432 hours required balance
- 48 hours available for 50% cash payment or conversion to vacation leave

2. Conditions and limitations of sick leave incentive programs

- (a) Employees must have the required minimum balance outlined above as of the date of application to participate.
- (b) Requests for “sell-back” or conversions must be submitted on the appropriate form to the Finance Department by the prescribed deadline date each fiscal year.
- (c) Cash payment or conversion of sick leave to vacation takes effect upon request.

H. PAYMENT OF SICK LEAVE UPON SEPARATION OR DEATH

1. The following provisions apply to payment of accumulated sick leave upon termination, retirement, or death.

- (a) Employees who were hired after July 1, 1996 who terminate employment with the City in good standing (resignation, layoff, disability retirement, or early retirement), will be paid 50% of accrued sick leave, up to a payment of 50% of the maximum allowed sick leave balance.
- (b) Employees hired after July 1, 1996 who terminate employment prior to completion of five years of service will receive no payment for accrued sick leave.
- (c) Employees hired after July 1, 1996 who are discharged for cause/misconduct or terminated during or at the end of the probationary period are not eligible for payment of sick leave.
- (d) Employees who were hired prior to July 1, 1996 who terminate employment with the City in good standing (resignation, layoff, disability

retirement, or early retirement), will be paid 100% of accrued sick leave, up to a payment of 100% of the maximum allowed sick leave balance.

(e) Employees hired prior to July 1, 1996 who are discharged for cause/misconduct are not eligible for payment of sick leave.

(f) In the event of the death of an employee, payment of accrued sick leave to the employee's beneficiary/estate will be in accordance with the provisions outlined above.

2. The use of sick leave to extend the employee's separation date is prohibited.

### I. ADVANCED SICK LEAVE

1. When an employee has exhausted all paid leave benefits, advanced sick leave may be granted, solely at the discretion of the City Manager, as follows:

| EMPLOYEE SCHEDULE   | ADVANCED SICK LEAVE<br>MAXIMUM GRANT |
|---------------------|--------------------------------------|
| 84 hours/pay period | 120 hours                            |

### 2. Conditions And Limitations Of Advanced Sick Leave Program

A. Approval of advanced sick leave shall be solely at the discretion of the City Manager and is not subject to the Grievance Procedure.

B. Upon approval of advanced sick leave by the City Manager, the Human Resources Office will monitor the negative sick leave usage to ensure that the approved limit is not exceeded. Upon the employee's return to work, the negative sick leave balance will be reduced each pay period by positive sick leave accruals, until completely "reimbursed." If an employee terminates employment (for reasons other than death or approval for the City's long-term disability plan) prior to the reimbursement of all of the advanced sick leave, the balance owed may be deducted from other leave benefits due to the employee, from final pay, or may be paid directly by the employee.

### 3. Application For Advanced Sick Leave

An employee requesting advanced sick leave must submit a written request to his Supervisor, specifying the nature of the illness/disability, anticipated length of absence (including physician's certification). The Supervisor will review the employee's attendance record and forward a recommendation to the Police Chief, who will, in turn, review the request with the Human Resources Director prior to submittal to the City Manager for approval/denial. If approved, the employee will be required to execute a certification regarding repayment of the advanced sick leave via future accruals upon



return to work; by other payment; or from separation pay if the employee separates from the City prior to complete reimbursement, as outlined above.

### Section 3. BEREAVEMENT LEAVE

A. Bargaining unit employees are eligible for bereavement leave with pay in the event of the death of an immediate family member. Immediate family includes spouse, and the following biological, adoptive, or “step” relatives: child(ren), parents, brothers, sisters, grandparents, and grandchild(ren) of both the employee and the employee’s spouse.

B. Up to three scheduled work days will be granted to a bargaining unit employee upon request; documentation of the death/relationship may be required. If more than three days is needed, the additional days may be charged to accrued sick or vacation leave balances. Bereavement leave for persons other than immediate family members may be granted subject to approval by the Police Chief and may be charged to accrued vacation leave.

C. Supporting documentation of the death (e.g., newspaper obituary, death certificate, etc.) and documentation of immediate family relationship may be required by supervision in order for the employee to receive this benefit.

D. In the event of the death of a current or retired City employee or elected official, the City encourages employees to attend local funeral or memorial services. An employee may be released by his supervisor to attend services if his absence will not impact routine work operations. The number of hours authorized to attend the service will be specified by his supervisor (generally not to exceed four hours, unless specifically extended by the Police Chief) and is recorded as regular work hours on the employee time sheet. No overtime will be paid to attend these services.

### Section 4. FAMILY AND MEDICAL LEAVE (FML)

Family Medical Leave will be granted to bargaining unit employees in accordance with the FMLA and the City’s existing policies and procedures implementing the FMLA.

### Section 5. MILITARY LEAVE

Military Leave shall be granted to bargaining unit employees in accordance with applicable law.

### Section 6. OTHER UNPAID LEAVES OF ABSENCE

Other unpaid leaves of absence may be authorized, generally not to exceed three months, depending on factors including, but not limited to: circumstances involved, employee’s tenure and overall work record, operational impact, etc. Such leaves, if granted following submittal of the employee’s written request for leave, shall be solely at

the discretion of the City and shall require the prior approval of the Police Chief, Human Resources Director, and City Manager.

Health, dental, vision insurance, and other insurance coverage including any voluntary insurance benefits and life insurance, will be continued during the period of the leave at the same level as in force at the beginning of the leave. The employee is responsible for payment of his share of dependent health, dental, vision, and life insurance premiums and any voluntary insurance premiums. Continuous service credit will not accrue during an unpaid leave of absence granted under this section. Accordingly, upon return to work, the employee's service date will be adjusted to reflect the time off the payroll.

## Section 7. HOLIDAYS

### A. Official Holidays

The following days shall be official paid holidays:

New Year's Day  
Martin Luther King Birthday  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Friday after Thanksgiving Day  
Christmas Day  
Day Before or the Day after Christmas Day  
Floating Holiday

The Human Resources Department publishes a holiday observance schedule each fiscal year, specifying the dates of holiday observances for the upcoming fiscal year. The City may authorize other holiday observances.

### B. Eligibility For Holiday Pay

1. All bargaining unit employees are eligible to receive holiday pay if the observed holiday falls on a regularly scheduled work day.

2. To be eligible to receive pay for an observed holiday, an employee must not have been absent without approval on the work day before the holiday nor absent without approval on the work day after the holiday. Vacation taken the day before a holiday and the day after a holiday must be scheduled in advance. In the event an employee is absent due to illness the day before and/or the day after a holiday, the employee may be requested to furnish a statement from a physician to verify illness in order to receive holiday pay.

3. Employees on approved leave of any type with pay, including the paid

portion of a Family and Medical Leave, but excluding paid Workers' Compensation leave, will receive straight time holiday pay for a holiday that occurs within any paid portion of the leave. No premium pay will be allowed for holidays while on paid leave.

4. Employees on any unpaid leave of absence, or who have received workers' compensation pay for the day of a holiday, are not eligible for holiday pay for any holidays occurring while in such status.

5. Employees separating from employment for any reason must work a regularly scheduled work day immediately following the holiday to be eligible for holiday pay; i.e., the date of separation cannot be extended to the date of the holiday for payment of the holiday.

6. In accordance with current practice, the Police Chief, in his discretion, may require non-essential bargaining unit personnel (e.g., Traffic, CRT, Detectives, Community Relations, etc.) not to work on the holiday.

#### C. Holiday Pay

Bargaining unit employees who work on a holiday (day observed) will receive overtime (premium) pay for all hours worked, in addition to straight time holiday pay based on their regularly scheduled work day (i.e., an employee whose regular work schedule is five days/week, eight hours/day will receive eight hours straight time holiday pay).

#### D. Holidays Falling On Weekends

Holidays falling on Saturday will normally be observed on the preceding Friday. Holidays falling on Sunday will normally be observed on the following Monday, as approved by the City Manager.

#### E. Holidays Occurring On Scheduled Days Off

1. If the holiday falls on a scheduled/regular day off, the employee will receive one day's pay based on his regularly scheduled work day at a straight-time rate or one day's leave with pay with the approval of the Police Chief. If, in the opinion of the Police Chief, it becomes necessary for an employee to work on a scheduled holiday which falls on his regular day off, the employee will be authorized overtime pay for all hours worked on the holiday in addition to straight time holiday pay.

2. If an observed holiday occurs during a scheduled vacation, the employee shall receive holiday pay and the holiday will not be charged to vacation leave.

F. Floating Holidays

1. Eligibility

(a) Bargaining unit employees must have completed six months' employment in order to take a floating holiday.

(b) The floating holiday must be taken within the time frames specified on the holiday schedule published each fiscal year by the Human Resources Department. No employee shall be paid in lieu of time off for a floating holiday, nor can floating holidays be "carried over" past the annual deadline for usage. An employee who terminates employment prior to usage of the floating holiday shall not receive any payment for the floating holiday.

(c) Floating holidays must be approved in advance by the Police Chief or his designee. Approval/disapproval of the date requested for the floating holiday shall be dependent upon operational requirements.

(d) A floating holiday must be taken in its entirety; i.e., it cannot be taken as partial days/shifts.

Section 8 Lieutenants shall receive six (6) shifts of administrative leave each year to be scheduled and used in accordance with normal scheduling. Such leave must be used during the year and are not carried over from year to year.

Section 9. Union Time Pool—There shall be a Union time pool to be used for activities by Union Membership Representatives and Alternate Union Membership Representatives. Each fiscal year, two (2) vacation hours shall be deducted from each bargaining unit member of the respective bargaining units to fund the Union time pool. Requests to utilize the Union time pool shall be approved by the respective bargaining unit's membership representative. Time utilized during the Union time pool shall not result in overtime costs to the City.

## Article 17

### PERSONAL PROPERTY - REPLACEMENT AND/OR REIMBURSEMENT

Section 1. A bargaining unit member who, while on duty and acting within the scope of his employment, suffers the damage, destruction or loss of his watch, prescription glasses, or other personal property which is necessary to perform his assigned duties, may apply for reimbursement, repair, or replacement of the particular item by:

A. Filing a written statement detailing the circumstances under which the property was damaged, destroyed, or lost; and

B. Documenting (along with the above written statement) the amount which must be expended to repair or replace the particular item.

Section 2. Upon receipt of the above information, the Police Chief (or his designee) in his exclusive discretion, will determine whether the bargaining unit employee's request will be granted (in whole or in part) or denied. The decision to repair or replace any particular item and/or the amount of expenditure involved shall be within the exclusive discretion of the Police Chief, or his designee. Under no circumstances shall the Police Chief consider for reimbursement, repair, or replacement any personal item which was damaged, destroyed, or lost as a result of the bargaining unit employee's negligence.

Section 3. The maximum allowable for replacement or repair of a watch is \$50; the maximum allowable for replacement or repair of prescription glasses is \$300; the maximum allowable for replacement or repair of sunglasses is \$25. The maximum allowable for replacement or repair of personal/civilian clothing damaged while on duty and within the scope of employment is \$50 per incident.

Article 18

EDUCATIONAL ASSISTANCE PROGRAM

Section 1. Bargaining unit employees are eligible for participation in the City educational assistance program pursuant to the same policies and procedures as are applicable to other City employees; however, bargaining unit members shall be reimbursed up to \$1,500 per year for college courses.

Section 2. If the Department mandates that a bargaining unit employee attend a particular inservice education and/or training course or program, the Department shall pay tuition, fees, and other normal costs associated with such attendance in accordance with established City and Departmental policy.

Section 3. Bargaining unit employees for whom the City has reimbursed educational courses and/or in-service courses or training programs agree to remain employed by the City for at least three (3) years after completion of the course. Should the employee leave City employment within three (3) years after completion of the course, he shall be required to reimburse the City for the monies expended on the employee's behalf as follows:

- A. Employment for less than one (1) year - full repayment to the City.
- B. One (1) year or more but less than two (2) years of employment - repayment of 2/3 of the City's payment.
- C. Two (2) years or more, but less than three (3) years of employment - repayment of 1/3 of the City's payment.
- D. Three (3) years or more of employment - no repayment to the City.

Section 4. The current City/Department policy regarding field training reimbursement shall remain in effect for the duration of this agreement expense.

## Article 19

### ACTING RANKS

Section 1. Each time a bargaining unit employee in Unit A is officially designated by a non-bargaining unit supervisor to act in a higher classification than the bargaining unit employee's permanent classification, and actually performs the duties of such higher classification for a period of more than fourteen (14) consecutive day period, he shall receive a five (5%) percent increase to his base pay for subsequent consecutive work hours beyond the aforesaid fourteen (14) consecutive day period. Upon working the beyond the aforesaid fourteen (14) consecutive day period in the higher classification as set forth herein, the bargaining unit employee shall also receive the aforesaid five percent increase to his base pay for the previous fourteen (14) consecutive day period during which he has worked in the higher classification.

Section 2. Compensation for bargaining unit employees in Unit B temporarily performing work as a Deputy Chief (i.e., the employee who works at least a fourteen (14) consecutive day period in the Deputy Chief's classification due to sick leave, vacation, authorized leave, etc.) will have his/her salary increased by five (5%) percent, OR the minimum rate of pay of the Deputy Chief's classification, whichever is greater, for the duration of the assignment, effective from the first day of the assignment, but only for the time actually worked (paid leave time taken during the temporary assignment will be compensated at the employee's regular rate of pay.)

Section 3. Bargaining unit employees being paid at a higher rate while temporarily performing the duties of a higher classification will be returned to their regular rate of pay when the period of temporary employment in the higher classification ends.

Article 20

JOB-CONNECTED DISABILITY

Section 1. A bargaining unit employee who sustains a job-connected disability will be eligible for worker's compensation benefits under Florida law. Such bargaining unit employee may utilize his annual leave and/or sick leave to supplement his workers' compensation benefits to the extent that such is permitted under the City's existing personnel policies.

Section 2.

A. Where a bargaining unit employee is on worker's compensation benefits as a result of an on-the-job injury, and is temporarily unable to perform his normal police officer duties, the City, in its discretion, may temporarily assign him to different duties consistent with the bargaining unit employee's medical restrictions. The employee will receive his normal base pay and benefits for such temporary assignment.

B. Where a bargaining unit employee suffers an on-the-job injury and is permanently unable to perform his normal police officer duties, the City shall, upon the request of the employee, consider him/her for employment in any vacant City position for which he is qualified. Any such employment must be consistent with the bargaining unit employee's medical restrictions.



Article 21

WORKDAY, WORKWEEK, AND OVERTIME

Unit A—Police Officer Unit Employees

Section 1. Overtime

A. Time worked in excess of eighty-four (84) hours in a fourteen (14) day work period shall be compensated at the rate of time and one-half for bargaining unit employees working a twelve (12) hour workday.

B. The overtime rate (time and one-half rate) for each bargaining unit employee shall be calculated by taking the annual salary and dividing it by 2080 and multiplying that rate by 1.5. For example, an employee with the annual salary of \$33,500.00 would have an overtime rate of \$24.17 (\$33,500.00 divided by 2080 = \$16.11; then \$16.11 multiplied by 1.5 = \$24.17).

Section 2. Workday

A. Absent unusual circumstances, the City shall not require a bargaining unit employee to split a workday into two or more segments without mutual agreement of the bargaining unit employee and the City.

B. Absent unusual circumstances, no bargaining unit employee shall be required to work more than sixteen (16) hours within any twenty-four (24) hour period.

C. All bargaining unit employees shall be scheduled an 84 hour two-week pay period of 14 days.

Unit B—Lieutenant Unit Employees

Section 1. Exempt Status

A. Employees covered hereunder are exempt employees under the Fair Labor Standards Act and this Agreement, and, therefore, they receive a fixed salary for all hours worked.

B. The parties agree that should the City pay the employees covered hereunder (or any of them) any amount beyond their fixed salary, such payment shall in no manner alter their status as exempt employees.

Section 2. Workday

A. Absent unusual circumstances, the City shall not require a bargaining unit employee to split a workday into two or more segments without mutual agreement of the bargaining unit employee and the City.

B. Absent unusual circumstances, no bargaining unit employee shall be required to work more than sixteen (16) hours within any twenty-four (24) hour period.

### Section 3. Schedule

Employees hereunder shall work schedules as determined by the Chief, or his designee, based on the operational needs and requirements of the Department.

Article 22

ON-CALL, CALL-BACK AND COURT APPEARANCES  
(For Unit A—Police Officer Unit Employees Only)

Section 1. Call-Back - A bargaining unit employee called out to work at a time not contiguous with the bargaining unit employee's scheduled hours of work shall be credited for actual time worked or a minimum of two (2) hours, whichever is greater.

Section 2. Court Appearances - If a bargaining unit employee is subpoenaed to appear as a witness in a job-related court case and actually has to appear at court, not during the bargaining unit employee's regularly assigned work hours, the bargaining unit employee shall be credited for actual time worked, or a minimum of two (2) hours, whichever is greater.

Section 3. On-Call Supplement – Detectives and Traffic Homicide Investigators (THI) will receive supplemental pay for those days on which they are in (assigned) on-call status, as follows:

- A. Weekdays - \$15 per day
- B. Weekend Days - \$30 per day
- C. City Holidays - \$45 per day

## Article 23

### WAGES

#### Section 1.

A. For Fiscal Year 2014-2015 and in accordance with the parties' agreement as the salary study conducted as to wages for FY 2013-2014, bargaining unit employees in lieu of receiving across-the-board increases shall receive the market adjustment wages as set forth in Appendix A effective October 1, 2014 or effective upon ratification of this Agreement by the Union, which ever comes later. Bargaining unit employees shall not receive any other increases for Fiscal Year 2014-2015 and shall not be eligible to receive any across-the-board or merit increases approved by the City for any other employees. No employee may receive any wage increase in base pay above the top of the pay range. Employees who are at or will reach the top of the pay range will receive any increase above the top of the pay range as a one-time lump sum bonus which will not be added to base pay. For Fiscal Year 2014-2015, the minimum and maximum pay range for Lieutenants shall be \$57,000-\$81,500; the minimum and maximum pay range for Sergeants shall be \$48,000-\$70,000; and the minimum and maximum pay range for Officers shall be \$39,000-\$61,000.

B. For Fiscal Year 2015-2016, bargaining unit employees shall receive the market adjustment wages as set forth in Appendix A effective October 1, 2015. For Fiscal Year 2015-2016, the minimum and maximum pay range for Lieutenants shall be \$58,000-\$83,000; the minimum and maximum pay range for Sergeants shall be \$49,000-\$71,000; and the minimum and maximum pay range for Officers shall be \$40,000-\$62,000.

C. For Fiscal Year 2016-2017, bargaining unit employees shall receive the 1.5% increase to wages as set forth in Appendix A effective October 1, 2016. For Fiscal Year 2016-2017, the minimum and maximum pay range for Lieutenants shall be \$59,000-\$84,000; the minimum and maximum pay range for Sergeants shall be \$50,000-\$72,500; and the minimum and maximum pay range for Officers shall be \$41,000-\$63,000.

There shall be no other pay increases for bargaining unit members during the term of the contract, and any wage increases after this Agreement expires must be negotiated between the parties in a future contract.

Section 2. Bargaining Unit A members who are Detectives or members of the Community Response Team will receive assignment pay of 5%.

Section 3. There will be no increases as a result of completing the 14 week FTO Training Program. (Such increases, which were previously granted, are now incorporated in the initial step applicable to new hires.)

Section 4. All new hires with prior police officer experience/training at another governmental unit may in the discretion of the Police Chief be offered hiring incentives as follows:

| Experience/Training                    | <u>Hiring Pay</u>       |
|--|-------------------------|
| More than 1 year but less than 5 years | Up to 5% above minimum  |
| 5 years or more                        | Up to 10% above minimum |

Section 5. The City shall pay \$1.00 per hour for shift differential for those hourly employees assigned to night shift in the community patrol division; ½ hour per day for K-9 incentive (not applicable when boarding the K-9); and \$2.00 per hour while training for FTO incentive.

Section 6. The City shall maintain a compensatory leave policy for Unit A bargaining unit employees which will allow bargaining unit employees to accrue and use compensatory leave instead of overtime in accordance with the terms of the policy. The maximum accrual of compensatory leave shall be 84 hours. Bargaining unit employees may roll-over up to 42 hours of compensatory leave each year, but all other accrued compensatory leave in excess of 42 hours must be used prior to the end of a fiscal year or be paid out at the end of a fiscal year. The City may designate when overtime shall be compensated as compensatory leave.

Section 7. Lieutenants who work an 84 hour work period shall receive an additional \$125 per pay period.

## Article 24

### EQUIPMENT

#### Section 1. Accessories and Equipment

Accessories and equipment shall be provided in accordance with Departmental policies and procedures. The City shall allow \$100 for purchase of new boots/shoes on an annual basis and this allowance shall be paid the first pay period each October in the same manner as the clothing allowance is paid.

#### Section 2. Clothing Allowance

Bargaining Unit A employees assigned as Detectives shall receive a clothing allowance of \$200 per quarter. In the event of transfer or reassignment from Detective, the aforesaid clothing allowance shall be pro-rated for the period during which the employee served as a Detective.

Bargaining Unit B employees assigned as CID, CRT, and Training Lieutenant shall receive a clothing allowance of \$200 per quarter. In the event of transfer or reassignment from such position(s), the aforesaid clothing allowance shall be pro-rated for the period during which the employee served as a CID, CRT, or Training Lieutenant.

#### Section 3. Award

When a bargaining unit member retires in good standing with retirement benefits under the City retirement system, the bargaining unit employee shall be presented his badge, his service revolver or pistol, and an identification card clearly marked "RETIRED."

Article 25

INSURANCE BENEFITS

Section 1. Health and Life Insurance Program

The City shall provide a health and life insurance program for all bargaining unit employees and their dependents in the same manner and on the same basis as all other City non-management employees; provided, however, that with respect to dependent health insurance coverage, the City will contribute to the payment of the employee's dependent coverage premium on the following basis:

A. Effective October 1, 2010, 35% of the premium in effect for the applicable Fiscal Year.

Section 2. Additional In-Line-of-Duty Benefits

A. The City shall provide such additional benefits to bargaining unit employees (funeral and burial expenses) as required by Florida statutes.

B. Any complaint or claim by a bargaining unit employee or the Association concerning this Section shall not be subject to the grievance procedure of this Agreement.

## Article 26

### TRAVEL EXPENSES

Section 1. Payment of Travel Vouchers - Travel expenses of bargaining unit employees authorized in advance by the City/Department that are incurred in the performance of a public purpose authorized by law will be reimbursed in accordance with the City's reimbursement schedule. The City will make a good faith effort to pay travel vouchers within a reasonable period after they have been properly submitted. Meal allowances shall be governed by City policy applicable to all other City employees.

Section 2. Mileage Allowance - In the event a bargaining unit employee is authorized to utilize his private vehicle for official Departmental travel, he shall be entitled to reimbursement in accordance with the City's reimbursement schedule.



## Article 27

### DRUG AND ALCOHOL TESTING

Section 1. The City and the Association mutually agree that employee substance and alcohol abuse constitutes a danger to the employee, fellow employees and the general public. It is further agreed that the safety of public property and equipment and the image of the Department is placed in jeopardy if an employee is under the influence of a controlled substance, narcotic, drug, or alcohol or is an abuser of alcohol. Furthermore, the Association and the City will work together to provide a drug free workplace.

Section 2. To allay public concerns regarding substance and alcohol abuse by bargaining unit employees and to mitigate the danger to other employees in the workplace and to the citizens generally, the City and the Association mutually agree that the following provisions will be implemented:

A. The Police Chief or his designee may order an employee to submit to any type of toxicology or alcohol testing deemed appropriate under any of 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 any drug-related or alcohol-related offense;

(3) Upon a motor vehicle accident or workplace injury;

Thereafter, the provisions of Paragraphs B, C, D, and E below, shall apply. For the purpose of this Paragraph the term "reasonable suspicion" shall mean a belief on the part of the Police Chief, or designee or other Departmental supervisor, that the information upon which the suspicion is based is reliable. For documentation purposes, this information shall be reduced to writing at the time of the order to submit to testing.

B. Testing will be conducted in accordance with the Florida Drug-Free Workplace Act and its corresponding regulations (substances to be tested for, cut-off levels, testing procedures, etc.) by a certified laboratory or agency. A 0.04 or greater blood alcohol level will deem the employee to be impaired and will be considered a positive test result. Testing will be conducted while the bargaining unit employee is on duty.

C. A positive confirmed test may, at the City's discretion, result in disciplinary action up to and including dismissal.

D. Employees who refuse to comply with the provisions of this Article, including but not limited to refusing to report for drug or alcohol testing at the time and place directed, shall be subject to discipline up to and including discharge. An altered sample shall be considered a refusal to comply under this provision. In the discretion of the City, an employee may be granted

a one time leave of absence not to exceed sixty (60) days to undergo treatment for alcohol or substance abuse pursuant to an approved treatment program. The employee must request such leave of absence in writing. No employee will even be considered for such leave of absence if he/she is under investigation for alcohol or substance abuse or has ever been previously disciplined for such conduct. If granted, such leave of absence shall be unpaid and without accrual of benefits.

E. In accordance with the provisions of Florida Statutes, the test results and all other medical reports shall remain confidential and are not subject to public release. However, the results and reports may be disclosed in any arbitration or litigation involving the employee.

F. Employees may request Association 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 test.

G. The City, in its sole discretion, and without limiting its rights to discharge or administer lesser disciplinary action for a confirmed positive test result, may provide the opportunity for an employee to enter into a City-approved/sponsored rehabilitation program. The conditions of entry and/or continuation of such programs shall be within the sole and exclusive discretion of the City. Further, continuation (if any) of the employee's employment after completion of a rehabilitation program shall be based on conditions established by the City in consultation with the City's designated healthcare practitioner. The City shall be allowed complete access to the employee's medical file and counseling records in the event the employee is permitted to return to work subsequent to any rehabilitation program.

H. If an employee is permitted to return to work after completion of a rehabilitation program, he/she shall be subject to the drug and alcohol testing procedures set forth above for a period not to exceed two (2) years from the date that the employee returned to duty. Failure to submit to testing in accordance with the provisions of the Paragraph or to otherwise comply with any post-rehabilitation program established by the City shall be the basis for immediate dismissal. Testing pursuant to this Paragraph shall be at the expense of the employee, and the employee shall not be paid for the time spent in such testing.

I. The failure of the City to impose a particular disciplinary action in one situation will not prejudice the City's right to impose such (or a different) disciplinary action in another situation. Nothing in this Agreement shall be interpreted as restricting, in any way, the absolute right of the City to terminate employment for a single positive drug or alcohol test result.

Section 3. The City shall not be required to bear the expense of any in-patient or out-patient drug or alcohol rehabilitation program, including any counseling; provided that the employee may utilize EAP or health insurance to the extent such is available.

Section 4. The Police Chief or his designee maintains the right to require any bargaining unit employee, at City expense, to undergo a fitness-for-duty test (physical and/or psychological) if there is a reasonable basis for concluding the employee is not fit for duty.

Article 28

SUPERVISORY OBLIGATIONS AND RESPONSIBILITY

It is agreed and understood that the individuals in Bargaining Unit B covered hereunder are supervisors whose primary duties oftentimes create a conflict with the employees whom they supervise. It is, therefore, further agreed and understood that in the exercise of other supervisory duties and responsibilities, the individuals covered hereunder must at all times act in the best interest of the City of Oviedo Police Department as determined by City Management, the Police Chief, and other authorized management officials. Accordingly, the individuals covered hereunder will be held accountable for the faithful and efficient performance of their supervisory duties and responsibilities, including, but not limited to, the following:

- A. Supervising an entire patrol shift or specialized Departmental unit and directing related operations, including the supervision of all shift or unit personnel and the maintenance of all vehicles and equipment.
- B. Ensuring proper patrol shift or unit staffing and officer assignments.
- C. Scheduling leave and training times.
- D. Monitoring officers for proper responses to calls.
- E. Ensuring officers' compliance with safety rules.
- F. Reviewing and evaluating the performance of subordinate personnel.
- G. Reviewing all reports for accuracy and completeness.
- H. Recommending and administering disciplinary action, including dismissal (including rejection of probation), suspension, demotion, reprimand, and counseling.
- I. Training and/or administering the training of subordinate personnel, including probationary Police Officers.
- J. Enforcing all City and Departmental rules, regulations, policies, procedures and guidelines and making recommendations concerning revisions thereto.
- K. Conducting internal investigations as assigned by the Police Chief or his designee.
- L. Timely and accurately completing all forms, reports, and other paperwork relating to patrol shift or special unit operations, police incidents, work activities, and personnel matters.
- M. Administering and/or participating in the Department's community relations program and other public education programs.

N. Participating in committees, task forces, or other work groups as assigned by the Police Chief.

O. Performing such other supervisory and administrative duties and responsibilities as are related to the above duties and responsibilities or as are required under the Department's rules, regulations, policies, and procedures and/or as assigned by appropriate management authority.

## Article 29

### WORK STOPPAGES

Section 1. The Association, its agents, and/or officials, and the bargaining unit employees covered hereunder shall not instigate, promote, sponsor, or engage in any strike, work stoppage, or refusal to perform assigned work, or other activity prohibited by Florida Statutes.

#### Section 2.

A. The parties agree that any employee who participates in or promotes any of the aforementioned activities may be discharged or otherwise disciplined by the City without recourse to the grievance procedure established herein. Nothing herein shall restrict the City from levying different disciplinary actions against different employees based on their involvement in activities prohibited hereunder.

B. The Association and the City and the employees covered hereunder are responsible for and engage in activities which are the basis of the health and welfare of the City's citizens and, therefore, any violation of this Article would give rise to irreparable damage to the City and the public at large. For the purpose of this Article, it is agreed that the Association shall be responsible for any act by its agents, representatives, employees, and bargaining unit members, which act constitutes a violation of this Article, unless the Association has publicly disavowed such action and publicly demands its cessation in writing.

## Article 30

### PENSION

Section 1. A defined benefit pension plan covering the City's sworn Police Officers is currently in effect and will be continued. Such Chapter Plan is designed to qualify for receipt of state insurance premium tax contributions and otherwise complies with the minimum requirements of Chapter 185, Florida Statutes.

Section 2. The member contribution to Police Officers' Retirement Trust Fund shall be 6% of the member's total compensation reportable on form W-2 plus all tax deferred, tax sheltered, or tax exempt items of income.

Section 3. The City's contribution shall be that which is required to maintain the actuarial soundness of the plan as required by state law. (There shall be no minimum contribution required from the City.)

Section 4. Benefit increases and any other changes in the pension plan (which are not mandated by state law) shall be subject to the collective bargaining process under the Florida Public Employees Relations Act.

## Article 31

### SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid, unlawful, or not enforceable, by any court action or by reason of any existing or subsequently enacted legislation; or if the appropriate governmental body, having amendatory power to change a law, rule or regulation which is in conflict with a provision of this Agreement, fails to enact or adopt an enabling amendment to make the provision effective, in accordance with Section 447.309(3), Florida Statutes; then such provision shall not be applicable, performed or enforced, but the remaining parts or portions of this Agreement shall remain in full force and effect for the term of this Agreement.

Article 32

DURATION

Section 1. This Agreement shall be effective upon final approval and execution by the parties and shall remain in effect through the 30th day of September, 2017.



SIGNED THIS \_\_\_\_ DAY of \_\_\_\_\_, 2014.

COASTAL FLORIDA POLICE  
BENEVOLENT ASSOCIATION, INC.

CITY OF OVIEDO

By: \_\_\_\_\_  
Lt. Heather Capetillo

By: \_\_\_\_\_  
Bryan Cobb, City Manager

By: \_\_\_\_\_  
Sgt. Justin Varkony

,

ATTACHMENT A

COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION

AUTHORIZATION TO DEDUCT

I hereby assign to the Coastal Florida Police Benevolent Association from any wages earned or to be earned by me as your employee, my periodic dues in such amounts as are now or hereafter established by the Association and become due to it as my membership dues in said Association. I authorize and direct you to deduce and withhold such amounts from my salary and to remit the same to said Association. I hereby waive all rights and claims to said monies deducted and transmitted in accordance with this authorization, and release my employer and all its officers from any liability therefore.

This assignment, authorization and direction shall be revocable any time upon thirty (30) days written notification to my employer and the Association.

Department: \_\_\_\_\_

Name (Please Print): \_\_\_\_\_

Name (Signature): \_\_\_\_\_

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

Social Security Number: \_\_\_\_\_

**APPENDIX A**

| <b>Name</b>         | <b>Ratification</b> | <b>10/1/15</b> | <b>10/1/16 (1.5%)</b> |
|---------------------|---------------------|----------------|-----------------------|
| <b>Lieutenants</b>  |                     |                |                       |
| Beavers, Michael    | 79,828.75           | 82,569.78      | 83,808.32             |
| Capetillo, Heather  | 71,821.80           | 79,914.73      | 81,113.45             |
| Cockcroft, Travis   | 71,822.21           | 79,914.77      | 81,113.49             |
| Deliz, Wesley       | 66,522.00           | 74,765.94      | 75,887.43             |
| Egert, Adam         | 69,200.34           | 77,340.64      | 78,500.75             |
| Genao, Nelson       | 64,471.72           | 70,933.09      | 71,997.08             |
| Lynch, Dennis       | 81,372.51           | 82,593.10      | 83,831.99             |
| <b>Sergeants</b>    |                     |                |                       |
| Rager, Carl         | 63,809.78           | 72,143.79      | 73,225.95             |
| Hedum, Kelly        | 59,719.58           | 66,863.51      | 67,866.47             |
| DiSerafino, Anthony | 59,110.65           | 65,636.53      | 66,621.08             |
| Mojica, Kim         | 60,808.52           | 68,921.28      | 69,955.10             |
| Sacco, Daniel       | 63,659.79           | 71,982.73      | 73,062.47             |
| Varkony, Justin     | 60,544.31           | 68,351.97      | 69,377.25             |
| Walton, Jermaine    | 57,054.45           | 64,040.45      | 65,001.05             |
| Weaver, Wade        | 52,848.77           | 59,064.26      | 59,950.22             |
| <b>Officers</b>     |                     |                |                       |
| Barrett, William    | 49,844.35           | 54,308.75      | 55,123.38             |
| Bologna, Joseph     | 44,655.30           | 48,353.63      | 49,078.94             |
| Bongiorno-Thomps, M | 50,958.92           | 55,354.88      | 56,185.20             |
| Brunjes, Robert     | 42,085.01           | 45,257.72      | 45,936.59             |
| Capetillo, David    | 58,516.82           | 61,777.75      | 62,704.42             |
| Crimmins, Dylan     | 41,297.20           | 44,445.36      | 45,112.04             |
| Crutcher, Charles   | 47,230.74           | 51,381.81      | 52,152.53             |
| Danler, Matthew     | 41,297.20           | 44,445.36      | 45,112.04             |
| David, Karriem      | 47,263.23           | 51,415.87      | 52,187.11             |
| DePanicis, Matthew  | 48,082.23           | 52,041.17      | 52,821.79             |
| Duffy, Diane        | 57,353.95           | 61,760.31      | 62,686.71             |
| Dunn, Stephen       | 55,360.05           | 61,730.40      | 62,656.36             |
| Fehl, Gregory       | 53,815.67           | 58,745.16      | 59,626.33             |
| Genao, Edward       | 45,477.91           | 48,928.94      | 49,662.88             |
| George, Chris       | 44,596.72           | 48,235.60      | 48,959.13             |
| Graham, Richard     | 53,815.68           | 58,745.17      | 59,626.35             |
| Hart, Jonathan      | 42,085.01           | 45,257.72      | 45,936.59             |
| Heiselman, Mark     | 42,085.01           | 45,257.72      | 45,936.59             |
| Hill, Michael       | 44,596.72           | 48,235.60      | 48,959.13             |
| Krakosky, Thomas    | 62,032.03           | 64,875.48      | 65,848.61             |
| Lubrido, Bobby      | 45,884.17           | 49,747.56      | 50,493.78             |
| Mattingly, Daniel   | 48,082.23           | 52,041.17      | 52,821.79             |
| Mattingly, Jonathan | 42,085.01           | 45,257.72      | 45,936.59             |
| McCaulley, Bryan    | 48,505.57           | 52,779.93      | 53,571.63             |

|                   |           |           |           |
|-------------------|-----------|-----------|-----------|
| McNeil, Brett     | 52,239.48 | 56,828.45 | 57,680.88 |
| Meyer, Joseph     | 51,345.97 | 56,135.09 | 56,977.12 |
| Moseley, Scott    | 41,297.20 | 44,445.36 | 45,112.04 |
| Pierce, Ashley    | 45,884.17 | 49,747.56 | 50,493.78 |
| Pollard, Deacon   | 43,297.54 | 46,672.56 | 47,372.65 |
| Powell, William   | 45,367.25 | 48,814.42 | 49,546.64 |
| Roberts, Gabriel  | 42,085.01 | 45,257.72 | 45,936.59 |
| Rogers, Steven    | 46,792.27 | 50,578.25 | 51,336.92 |
| Salemi, Chris     | 42,085.01 | 45,257.72 | 45,936.59 |
| Seiltgen, Steve   | 56,672.16 | 61,750.08 | 62,676.33 |
| Serafin, Larry    | 51,345.96 | 56,135.08 | 56,977.11 |
| Snyder, Sean      | 44,596.72 | 48,235.60 | 48,959.13 |
| Tedesco, Joseph   | 42,085.01 | 45,257.72 | 45,936.59 |
| Valerio, Junny    | 55,983.58 | 60,628.61 | 61,538.04 |
| VanHuesen, Robert | 52,629.98 | 57,492.08 | 58,354.46 |
| Yi, John          | 42,140.10 | 45,368.74 | 46,049.27 |