

# **AGREEMENT BETWEEN**

**ORANGE COUNTY, FLORIDA**



**AND**

**THE FLORIDA STATE LODGE FRATERNAL**

**ORDER OF POLICE, Inc.**

# **Lieutenants**



**FISCAL YEARS**

**2016-17 THROUGH 2017-18**

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## **ARTICLE 1**

### **PREAMBLE**

- 1.1 This Agreement is entered into by and between Orange County, Florida, herein after referred to as the “County” or “Employer” and the Florida State Lodge Fraternal Order of Police, Inc., herein after referred to as the “Union”.

## **ARTICLE 2**

### **RECOGNITION**

- 2.1 The County recognizes the Florida State Lodge Fraternal Order of Police, Inc. (“Union”), by virtue of its certification by the Florida Public Employees Relations Commission Certification Number 1567 as the sole and exclusive bargaining representative for all County employees in the classification of Corrections Lieutenant, except for Correction Lieutenants in the positions of Internal Affairs Lieutenant and Chief’s Administrative Lieutenant. Correction Lieutenants in the positions of Internal Affairs Lieutenant and Chief’s Administrative Lieutenant, and all other County employees are excluded from the bargaining unit and shall not be covered by the terms of this Agreement.

## **ARTICLE 3**

### **DUES DEDUCTION**

#### **3.1 DUES WITHHOLDING**

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

#### **3.2 REMITTANCE**

Dues shall be deducted each designated pay period and those monies shall be remitted to the Union thereafter. The Union will be provided a list of the employees from whom the deductions were taken and the amounts thereof. No deduction shall be made from the pay of an employee for any payroll period in which the employee's net earnings during the payroll period, after tax deductions, are less than the amount of dues to be checked off. Said deductions shall be sent to: Florida State Lodge Fraternal Order of Police, 242 Office Plaza, Tallahassee, FL 32302.

#### **3.3 COUNTY NOT RESPONSIBLE**

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

#### **3.4 NOTICES**

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

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

The County will provide the Union with copies of change of name notices. Additionally, the County will provide copies of Authorization for Dues Check-Off forms or Termination of Authorization for Dues Check-off forms to the Union if the forms do not bear the Union's acknowledgment. The County will also forward a copy of any change

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

## **ARTICLE 4**

### **PROHIBITED ACTIVITIES**

- 4.1 There shall be no strikes, lockouts, work stoppages, slow-downs, mass resignations, sick-outs, picketing of the residence of public officials, or other job actions or refusal to perform assigned work by the employees covered under this Agreement.
- 4.2 The parties agree that any employee who participates in or promotes any of the aforementioned activities may be discharged or otherwise disciplined by the County. Nothing herein shall restrict the County from levying different disciplinary actions against different employees based on their involvement in activities prohibited hereunder.
- 4.3 The Union recognizes that the County and the employees covered hereunder are responsible for and engaged in activities which are the basis of the health and welfare of the County's citizens and that, therefore, any violation of this Article would give rise to irreparable damage to the County and the public at large. For the purposes of this Article, it is agreed that the Union shall be responsible for any act by its agents, representatives, and/or officers, which act constitutes a violation of this Article, unless the Union has publicly disavowed such action and publicly demands its cessation.

## **ARTICLE 5**

### **MANAGEMENT RIGHTS**

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



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

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

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

## **ARTICLE 6**

### **WORK RULES – EXISTING BENEFITS**

#### **6.1 MAINTENANCE OF BENEFITS**

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

#### **6.2 PRIMACY OF CONTRACT**

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

#### **6.3 WORK RULES**

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

#### **6.4 NOTICE OF WORK RULES**

Should the County or Department exercise its discretion to amend or modify any provision of the Policies, Operational Regulations, Rules & Regulations, standard operating procedures, departmental rules, policies or procedures it shall mail, deliver, or otherwise make available a copy of any such amendment or modification to the Union at least thirty (30) days prior to the effective date, except in cases of operational necessity. If the Union does not request, in writing, to meet and confer over the intended changes within ten (10) working days of receipt of such notice, the intended changes shall be implemented. Should the Union, within ten (10) working days (Monday through Friday, excluding County recognized holidays) of receipt of such notice, request in writing to meet and confer over the intended changes, the employer shall meet and confer over the intended changes prior to their implementation.

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

6.6 The County shall make available to the Union a copy of all current or subsequently amended written rules or regulations, policies, memoranda or other material pertaining to employer-employee relations distributed to members of the bargaining unit.

- 6.7 Work schedules and assignment changes will be forwarded to the Union at the time of distribution.
- 6.8 Amendments, revisions or modifications of rules, regulations or policies that conflict with the terms of this Agreement are invalid, unless this agreement is likewise altered as agreed upon by the parties.
- 6.9 The Union agrees that its members must comply with all rules and regulations. No disciplinary action will be taken for violation of a posted rule or regulation until at least forty-eight (48) hours after posting

## ARTICLE 7

### UNION BUSINESS

- 7.1 Union officers and Union representatives shall be paid by the County only when they perform assigned corrections duties and/or work directed by the County. To the extent that these employees wish to perform Union duties (such as grievance processing, attending Union conventions, etc.) during their normal work schedules, they may utilize union pool leave or personal leave; provided, however, that they comply with the rules otherwise applicable to union pool time, annual leave, or shift exchanges.
- 7.2 The County agrees to establish a Union Time Pool not to exceed 600 hours in each fiscal year of this Agreement. The County will contribute 300 hours to the Pool on the first day of the first full pay period after October 1 of each year of this Agreement. The hours contributed by the County shall be maintained in the pool on an hour for hour basis. Hours contributed by the County not used at the end of the fiscal year shall not be rolled over to any subsequent fiscal year.
- 7.3 Upon 80% exhaustion of the County contributed hours, the Union may request that a 2-week Union Time Pool contribution period be initiated. Bargaining unit employees may contribute up to 300 hours of personal leave, not to exceed fifteen (15) hours per employee, during this 2-week contribution period. Only one Union Time Pool contribution period can be conducted in any fiscal year. The hours contributed by employees will be maintained in the pool as a dollar amount using the contributing employee's base hourly rate. Hours contributed by employees may be rolled over to a subsequent fiscal year; provided, however, that donations for the subsequent fiscal year shall be allowed only up to the point where the Time Pool contains 300 hours of leave donated by employees. Roll over hours shall be utilized during the subsequent fiscal year upon exhaustion of the County contributed hours.
- 7.4 The Union Time Pool may be used by no more than one (1) employee per shift for Union business. An additional one (1) employee per shift may be authorized by the Chief or his designee subject to operational needs. Requests for such time off shall be in writing, using the designated Request for Withdrawal form, and shall be submitted to the Chief or his designee for approval at least forty-eight (48) hours prior to the time of such requested time off, unless circumstances beyond the Union's control warrant less notice, whereupon the request may be submitted verbally with the need for the shorter notice substantiated and later confirmed in writing. The Chief or his designee shall notify the employee within a reasonable period of time prior to the requested time off of approval or denial of the request. Any request which fails to comply with these requirements shall be denied. Otherwise, approval for the use of Union Time Pool shall be withheld only upon operational need or where the granting of the request will result in overtime cost to the County.
- 7.5 The Department shall submit the designated Request for Withdrawal form to the Payroll Department for each bargaining unit employee requesting to use time from the pool within the deadline established by the Payroll Department.

- 7.6 Any corrections, revisions or adjustments necessary for any reason will be made the pay period following written notification of same to the Payroll Department.
- 7.7 The Union Time Pool hours contributed by the County shall be charged on an hour for hour basis. The Union Time Pool hours contributed by the employees shall be charged by multiplying the hours being requested times the leave user's hourly rate of pay, and deducting that amount from the Time Pool balance. Dollar amounts shall be rounded to the nearest whole cent.
- 7.8 Any injury received or accident incurred by a Union member whose time is being paid for by the Union Time Pool, or while engaged in activities paid for by the Union Time Pool shall not be a considered line of duty injury, nor shall such injury or accident be considered to have been incurred in the course and scope of employment by the County within the meaning of Chapter 440, Florida Statutes, as amended.
- 7.9 The Union agrees to indemnify and hold harmless the County, its agents, employees and officials from and against any claims, demands, damages or causes of action (including but not limited to claims, etc., based on clerical or accounting errors caused by negligence), or any nature whatsoever, asserted by any person, firm or entity, based on or relating to any payroll deduction required or undertaken under this article, and agrees to defend at its sole expense any such claims against the County or its agents, employees or officials. The term officials as used herein includes elected or appointed officials.
- 7.10 The County shall make available time off from work with pay for up to three (3) Union designees for CBA Negotiations, officially designated Labor/Management Meetings, and meetings agreed-to by the Union and the Department to resolve operational and/or contract issues outside of the grievance and/or disciplinary process.

## **ARTICLE 8**

### **NON-DUES-PAYING MEMBERS**

#### **8.1 RIGHT TO JOIN OR NOT JOIN UNION**

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

#### **8.2 RIGHTS OF NON-DUES PAYING MEMBERS**

Employees who do not join the Union may enjoy the rights and privileges of this Agreement with the understanding that the Union is not obligated (except as may be required by applicable law) to and will not assist any non-member in obtaining any right or privilege sought to be enforced hereunder.

#### **8.3 UNION'S RIGHT TO GRIEVE**

Any agreement or resolution reached between the County and any non-member, which conflicts with the operation of the provisions of this Agreement, may be grieved by the Union.

## **ARTICLE 9**

### **ACCESS TO FACILITIES AND INFORMATION**

#### **9.1 COMMUNICATION**

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

#### **9.2 ACCESS BY NON-EMPLOYEE UNION REPRESENTATIVES**

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

#### **9.3 ACCESS TO INFORMATION**

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

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



## **ARTICLE 10**

### **OUTSIDE EMPLOYMENT**

#### **10.1 RIGHT TO OUTSIDE EMPLOYMENT**

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

#### **10.2 RESTRICTIONS**

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

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

## **ARTICLE 11**

### **BULLETIN BOARDS**

#### **11.1 USE OF ELECTRONIC BULLETIN BOARD**

Subject to the provisions below, and subject to reasonable limitations regarding space availability, the Union may post materials on the OCCD electronic bulletin board.

#### **11.2 MATERIALS**

All materials placed upon the bulletin boards by the Union will be signed by the Union Chairman or his designee and copies of any materials to be posted will be filed with the Chief of Corrections or his designee prior to posting. The Chief may disapprove such posting for the reasons set forth in Article 11.3. Disapproval will be conveyed to the Union within twenty-four (24) hours of the Chief's receipt of the materials.

#### **11.3 FORBIDDEN MATERIALS**

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

#### **11.4 USE OF E-MAIL SYSTEM**

The parties acknowledge that, on occasion, it may be efficient for the Union to use the County e-mail system. The parties also acknowledge the County's right and need to control the content of any e-mail to avoid liability for certain inappropriate use of e-mail, including, but not limited to, violation of Article 11.3 of this Agreement, loss of productivity, unauthorized access to internet sites, and communications that are detrimental to the professional operation of the Department. Subject to the provision of Articles 11.2 and 11.3, and provided that the use of the e-mail system does not affect operations, the Union may use the e-mail system to allow membership to vote on contract issues and to communicate with the Board of Directors.

## ARTICLE 12

### EMPLOYEE DISCIPLINARY PROCEDURES

#### 12.1 STANDARDS FOR DISCIPLINE

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

- Verbal Warning (officially documented)
- Written Reprimand
- Suspension
- Reassignment (Demotion)
- Termination

If the Employer has reason to reprimand a Bargaining Unit member, it shall be done in a manner that is least likely to embarrass that member before other members, other employees of the Employer, or the public.

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

Nothing in this section shall prevent the County, Union and bargaining unit employee from mutually agreeing on a standard level of disciplinary action to be issued without a Pre-Determination Hearing (PDH) for routine violations. Such agreement shall be agreed upon in writing.

#### 12.2 RULES AND REGULATIONS AND EMPLOYER POLICY

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

#### 12.3 UNION REPRESENTATION AT MEETINGS

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

## 12.4 INVESTIGATION PROCEDURES

All administrative investigations of any bargaining unit employee will be conducted in accordance with Orange County Policies, Operational Regulations, or Standard Operating Procedures and all applicable Florida Statutes and due process rights.

The Union shall be provided a copy of all PDH notices.

## 12.5 COMPLETION OF INVESTIGATION

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

1. The running of the limitations period may be tolled for a period specified in a written waiver of the limitation by the law enforcement officer or correctional lieutenant.
2. The running of the limitations period shall be tolled during the time that any criminal investigation or prosecution is pending in connection with the act, omission, or other allegation of misconduct.
3. If the investigation involves an officer who is incapacitated or otherwise unavailable, the running of the limitations period shall be tolled during the period of incapacitation or unavailability.
4. In a multijurisdictional investigation, the limitations period may be extended for a period of time reasonably necessary to facilitate the coordination of the agencies involved.

B. An investigation against a correctional lieutenant may be reopened, notwithstanding the limitations period for commencing disciplinary action, demotion, or dismissal, if:

1. Significant new evidence has been discovered that is likely to affect the outcome of the investigation.
2. The evidence could not have reasonably been discovered in the normal course of investigation or the evidence resulted from the predisciplinary response of the officer.

Any disciplinary action resulting from an investigation that is reopened pursuant to this paragraph must be completed within 90 days after the date the investigation is reopened.

- C. No disciplinary action, demotion, or dismissal shall be undertaken against any bargaining unit employee for any act, omission, or other allegation of misconduct if the investigation of such allegation is not conducted in accordance with this Section.

## 12.6 RESIGNATION

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

‘Resignation during disciplinary investigation, eligible for rehire in Corrections Department.’

or

‘Resignation during disciplinary investigation, not eligible for rehire in Corrections Department.’

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

## 12.7 PROBATIONARY STATUS

Newly hired bargaining unit employees shall serve a new-hire probationary period of one (1) year from their date of hire. Initial hire probationary employment is at will, and employees who are on initial-hire probation may be separated from employment upon determination by management that they have not successfully completed their probationary period. Promoted bargaining unit employees shall serve a promotional probationary period of six (6) months from their date of promotion. Employees who are on promotional probation may be returned to their former position for performance or disciplinary reasons.

## 12.8 SPECIFICITY OF CHARGES

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

## 12.9 DISCIPLINE SHALL BE FAIR AND PROGRESSIVE

Disciplinary action may only be taken for just cause. Discipline shall be fair, consistent, and progressive for similar or substantially similar violations. In determining the appropriate disciplinary action, the supervisor shall take the following into consideration in each case:

- A. The seriousness and circumstances of the particular offense.
- B. The past record of the employee and his length of service.
- C. The lapse of time since the employee last required disciplinary action.
- D. The County practice in similar cases.

The parties recognize, however, that certain serious offenses will be basis for immediate discharge without regard to prior record, length of service or other considerations.

## **ARTICLE 13**

### **GRIEVANCE AND ARBITRATION PROCEDURES**

#### **13.1 DEFINITION OF GRIEVANCE**

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

#### **13.2 INITIAL STEPS OF GRIEVANCE**

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

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

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

#### **13.3 PROCESSING OF GRIEVANCES**

Grievances will be processed in the following manner:

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

Failure on the part of the County to respond within the time limit set forth at any step requires the aggrieved employee or Union to proceed to the next step. Failure on the part of the aggrieved employee or Union to so proceed within the time limit after expiration of the time limit for the County's response shall cause the matter to be barred, as set forth in this paragraph.

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

#### 13.4 STEP ONE

An aggrieved employee or the Union shall present the grievance in writing to the aggrieved employee's Deputy Chief or designee within ten (10) working days after the grieving party knew or should have known of the facts giving rise to the grievance. Upon receipt of the grievance, the Deputy Chief or designee shall forward a copy of the grievance to the Corrections Human Relations and the County Human Resources



Division. In the event a grievance is filed by an individual Bargaining Unit member without Union involvement, the Deputy Chief shall provide a copy of the grievance to the Union.

The Deputy Chief or designee will make a decision and communicate it in writing to the grievant, the Union, Human Relations and the Human Resource Division on the prescribed form within ten (10) working days from the date the grievance was received.

### 13.5 STEP TWO

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

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

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

### 13.6 STEP THREE

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

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

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

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

During their probationary period, new hire probationary employees shall only be entitled to a one step grievance hearing before the Chief of Corrections or his/her designee for any matter relating to job performance, duty assignment, or separation from employment for not successfully completing their probationary period. Employees on promotional probation shall only be entitled to a one step grievance hearing before the Chief of Corrections or his/her designee if they are returned to their former position for not successfully completing their probationary period.

Written reprimands cannot be advanced past Step Three.

### 13.7 ARBITRATION

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

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

### 13.8 CONDUCT OF HEARING

A. As promptly as possible, after the arbitrator has been selected, he/she shall conduct a hearing between the parties and consider the subject matter of the dispute. The written decision of the arbitrator will be served upon the County and the Union.

It will be the obligation of the arbitrator to the County and the Union to make his/her best effort to rule on the cases heard by him/her within twenty-one (21) calendar days of the arbitration hearing.

B. Any party may be represented at the arbitration hearings by counsel or other representative.

- C. The hearing shall be conducted by the arbitrator in a manner that will most expeditiously permit full representation of the evidence and arguments of the parties. Normally, the hearing shall be completed within one (1) day.
- D. Each party shall bear all costs of preparing and presenting its own case. Either party desiring a record of the proceedings shall pay for the record and the stenographic services. In the event that both parties agree to have stenographic services at the hearing, said parties shall share equally the cost of said service and transcripts.
- E. Unless otherwise mutually agreed in advance, the submission to the arbitrator shall be based on the original written grievance submitted in the Grievance Procedure. The arbitrator shall consider and decide only on the specific grievance issue(s) submitted to him/her in writing by the County and the Union and shall have no authority to consider or rule upon any other matter that is stated in this Agreement.
- F. The power and authority of the arbitrator shall be strictly limited to determination and interpretation of the explicit terms of this Agreement, as herein expressly set forth. He/she shall not have the authority to add to subtract from or modify any of said terms or to limit or impair any right that is reserved to the County, Union or employee, or to establish or change any wage or rate of pay that is contained in the Agreement, or to increase any discipline.
- G. No decision of any arbitrator in any one case shall create a basis for retroactive adjustment in any other case.
- H. The arbitrator may, under the powers granted by the terms of this Agreement, direct any remedy, subject to the provisions of this Agreement, permitted by law. The arbitrator shall not, however, order the destruction of investigative records of Orange County Corrections, except in accordance with State law.
- I. The party requesting arbitration may withdraw from the arbitration proceedings at any time; however, the withdrawing party shall assume full responsibility for any arbitrator costs related thereto.
- J. The decision of the arbitrator is final and binding on both parties and the grievance shall be considered permanently resolved, subject to any judicial relief available to either party under Florida law.
- K. The expense of the arbitrator shall be borne by the losing party. Each party shall make arrangements for and pay the witnesses which it called, with the exception of an on-duty County employee. In the event one party does not prevail on issues, the arbitrator shall apportion the respective expenses payable by the parties, based upon his judgment of which party prevailed on each issue or where the decision was split on an issue.

- L. Where the Union is not a party and does not represent the grievant in the arbitration proceedings, the grievant will bear the full cost of the compensation and expenses of the arbitrator, should the grievant not prevail. Each party shall bear all costs of preparing and presenting its own case. Either party desiring a record of the proceedings shall pay for the record and/or stenographic services. If the grievant is not represented by the Union at the arbitration proceedings, the grievant shall be required to make a deposit of cash, money order or certified check, to be held by the County in escrow, in an amount equal to the full amount of the estimated arbitration costs. If there is a dispute as to the estimated costs, said dispute shall be submitted in writing to the arbitrator for resolution prior to the hearing. This deposit must be made at least ten (10) calendar days prior to the date of the scheduled arbitration hearing.
- M. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned from employment by the County, less any County-provided pension, paid leave, Worker's Compensation, unemployment and/or wages or income from other employment.
- N. No decision of any arbitrator or of the County in any one case shall create the basis for retroactive adjustment in any other case. In the case of an arbitrator's award which results in a retroactive adjustment, including back wages, such adjustment shall be limited to a maximum of four (4) bi-weekly pay periods prior to the date of filing of the grievance.

## ARTICLE 14

### SENIORITY

#### 14.1 DEPARTMENTAL AND CLASSIFICATION SENIORITY

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

For employees promoted to or hired as a Lieutenant prior to October 1, 2016, Departmental Seniority shall be defined as an employee's most recent period of unbroken continuous service with the Orange County Correction's Department. For employees promoted to or hired as a Lieutenant after October 1, 2016, Departmental Seniority shall be defined as an employee's most recent period of unbroken continuous service with the Orange County Correction's Department as a certified officer as recognized by FDLE.

Classification Seniority shall be defined as an employee's cumulative period of service in the classification of Lieutenant with Orange County Correction's Department as a certified officer as recognized by FDLE.

#### 14.2 TIES IN SENIORITY

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

#### 14.3 FORFEITURE AND RESTORATION OF SENIORITY

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

- A. The employee resigned;
- B. The employee is terminated. It is agreed that an employee who has been terminated and subsequently reinstated to a bargaining unit position under the following circumstances shall have his/her seniority restored:

- 1 – The employee is terminated based on a work-related injury and returns within twelve (12) months;

- 2 – The employee maintains employment with the County in a position outside this bargaining unit; or

- 3 – The employee is reinstated through the grievance or arbitration process;

- C. If the employee is absent without pay for a period of thirty (30) days or more, the employee's seniority date will be adjusted by the total number of days absent without pay (including the initial thirty (30) days);
- D. The employee retires on a regular service retirement; or
- E. If following any lay-off, an employee fails to return to work or refuses to notify the Department of his intention to return to work within fourteen (14) calendar days from the date of such written notice of recall exceptions to this may be made by the employer on the grounds of good cause for failure to notify or report.

#### 14.4 SENIORITY LIST

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

#### 14.5 USE OF SENIORITY

Seniority shall be used primarily for the following:

- A. Lay-off or recall.
- B. Vacation scheduling, provided that seniority shall be used only for those vacation requests made between January 1 and January 31 of each calendar year for all requests for the next successive twelve calendar months (February 1 of that calendar year through and including January of the next calendar year); all other requests shall be on a first come first choice basis.

#### 14.6 LAY-OFFS

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

#### 14.7 NOTICE OF LAYS-OFF

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

## **ARTICLE 15**

### **SHIFT DIFFERENTIAL**

- 15.1 The County shall provide bargaining unit employees shift differential in accordance with the applicable County policies.

## ARTICLE 16

### UNIFORMS

#### 16.1 ISSUED UNIFORMS

Bargaining unit employees shall comply with the Department's uniform policy. The following articles will be issued by the County at no cost to the Bargaining Unit members at the beginning of their employment with the County.

- 1 Jacket
- 1 Handcuff Case and Key
- 1 Baseball Cap per year, unless additional cap is warranted in accordance with 16.3 herein
- 5 Short Sleeve and (3) Long Sleeve Shirts
- 5 Trousers
- 2 Badge Set – Gold
- 2 Name Plate – Gold with Black Letters
- 1 Tie
- 1 Duty Belt
- 6 Belt Keepers
- 2 Set Rank Insignia (small)
- 1 Set Rank Insignia (large)
- 1 Black division issued sweater
- 1 Raincoat
- 1 Dress Oxford

#### 16.2 TERMINATION OF EMPLOYMENT

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

#### 16.3 REPLACEMENTS

All articles of clothing and/or equipment enumerated in 16.1 issued to bargaining unit members, required to be worn in the performance of their work, shall be furnished by the County. It shall be the obligation of the employees to maintain such items in good and presentable condition and, when possible, to notify the County in advance of a need for replacement of any such item. Request for and replacement of an unserviceable or damaged article shall be in accordance with Corrections Department Standard Operating Procedures. An employee who loses or damages clothing and/or equipment due to neglect or improper care shall reimburse the County for the cost of the clothing and/or equipment.



#### 16.4 EXCLUSIVITY OF UNIFORM

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

#### 16.5 ADDITIONAL CLOTHING

A. With their required uniforms, employees shall furnish and wear black socks or stockings, except in the case of employees who for documented medical reasons must wear white socks or stockings or other special footwear.

B. Maternity Uniforms shall be issued to uniformed Bargaining Unit employees upon medical verification of pregnancy in the amount of five (5) maternity trousers and five (5) smocks. The uniforms shall be returned to the Uniform Supply Section upon the employee's return to work from the birth of the child.

C. Uniformed Bargaining Unit employees shall not be unreasonably required to work outdoors in inclement weather without appropriate protective clothing, as may be dictated by particular weather conditions.

#### 16.6 REIMBURSEMENT FOR PERSONAL PROPERTY

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

#### 16.7 PROTECTIVE VEST

Employees issued a weapon (handgun, shotgun or both), as part of their permanent assignment shall be provided a protective vest. A vest, measured and fitted to the employee, will be purchased by the Employer.

#### 16.8 SHOE/EQUIPMENT ALLOWANCE

Each member of the bargaining unit will be given an annual shoes/equipment allowance in the amount of two hundred dollars (\$200.00). The allowance will be payable on the first full pay period of March of each calendar year.

## **ARTICLE 17**

### **LEAVE**

#### **17.1 LEAVE**

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

#### **17.2 LEAVE BANK**

During the term of this agreement, bargaining unit employees shall be allowed to participate in the County's Leave Bank program in accordance with applicable County policy.

#### **17.3 EXTRAORDINARY CATASTROPHIC CIRCUMSTANCES**

The County recognizes that extraordinary catastrophic circumstances could arise where bargaining unit employees may be in need of leave in excess of, or not covered by, the County Leave Bank Program (such as where the employee is suffering from a terminal illness, or the employee's spouse or child is suffering from a terminal illness and leave is needed for care/treatment). Where the Department determines that such extraordinary catastrophic circumstances exist, the Department may allow bargaining unit employees to donate personal or term leave time to bargaining unit members under the terms and conditions established by the Department

#### **17.4 BEREAVEMENT LEAVE**

In the event of a death in the immediate family (as defined by County policy) of an employee, the employee shall be granted up to forty-two (42) hours off with pay for eight and four tenths (8.4) of an hour shift employees, up to forty (40) hours off with pay for ten (10) hour shift employees, and up to forty-eight (48) hours off with pay for twelve (12)-hour shift employees, not charged to any leave balance.

#### **17.5 HOLIDAYS**

Holidays will be paid in accordance with Orange County Policy, except that an employee scheduled to work the holiday will be paid for all hours actually worked on the holiday at his/her regular rate of pay, in addition to holiday pay as outlined in County Policy.

#### **17.6 LEAVE ACCRUAL AND USAGE**

Leave accrual and usage shall be based on the number of hours an employee is regularly scheduled to work, not to exceed accrual and usage based on 84 hours in a pay period. For 12-hour shift employees, term leave may be utilized when the employee is absent from work for a minimum of thirty-six (36) consecutive work hours.

## ARTICLE 18

### WAGES

#### 18.1 WAGE INCREASES

The County will pay wages to employees in accordance with the following.

- A. For Fiscal Year 2016-17, effective October 9, 2016, all bargaining unit employees on the active payroll, who meets or exceeds the performance requirements of the position on the annual evaluation, as of that date will receive a 3.5% wage increase. Retroactivity will be paid to those employees in the bargaining unit as of October 9, 2016, and who continue to be employed in the bargaining unit as of the pay period the retroactive pay is paid, and to those as approved by the Board of County Commissioners.

Bargaining unit members eligible for Correction Management Certification Pay shall receive retroactive pay in accordance with Article 18.02. The retroactive portion of the certification pay will be paid in a lump sum to those employees in the bargaining unit as of the first full pay period after the date of Board approval of this Agreement and continuing to be in the bargaining unit, on active payroll upon implementation of the certification pay.

- A. For Fiscal Year 2017-18, effective October 8, 2017, all bargaining unit employees on the active payroll, who meets or exceeds the performance requirements of the position on the annual evaluation, as of that date will receive a 4.5% wage increase.
- B. Increases for any Fiscal Year after Fiscal Year 2017-18 shall be determined through the collective bargaining process.

#### 18.2 CORRECTIONS MANAGEMENT CERTIFICATION PAY

Certification programs eligible for certification pay:

- Certified Jail Manager (CJM)
- Certified Corrections Manager (CCM)
- National Jail Leadership Command Academy (NJLCA)

For those eligible employees possessing up to three (3) of the above listed certifications, an incentive of \$0.40 per certification for each hour or portion thereof worked including any hours of paid sick leave, paid vacation, paid military leave, or any paid hours used during any pay period with the total Corrections Management Certification Pay incentive limited to \$1.20 hourly. Employees will be paid retroactively to October 9, 2016, for the qualifying certifications they possess as of the date of ratification of this agreement by the Board of County Commissioners. Additional qualifying certifications obtained during FY 16/17 shall be paid retroactively to the date of ratification of this agreement by the

Board of County Commissioners. The certification pay shall be treated as pensionable earnings to the extent permissible by state law.

Loss of or failure to recertify any of the certifications shall result in loss of that incentive amount.

## ARTICLE 19

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

#### 19.1 WORK DAY & WORKBACK

- A. Bargaining unit employees are primarily responsible for performing non-manual work directly related to management policies or the general operations of the Department, or are primarily responsible for managing a unit within the Department, including the supervision of two or more employees. Bargaining unit employees also regularly exercise discretion and independent judgment in performing their job duties. Moreover, bargaining unit employees are paid on a salary basis, and that nothing in this Agreement is intended to convert the bargaining unit employees to hourly employees. It is therefore understood and agreed that bargaining unit employees are exempt from the overtime requirements of the Fair Labor Standards Act.

Bargaining unit employees will normally be assigned to work eight (8), ten (10) or twelve (12) hours plus necessary shift briefing which shall constitute a workday. Employees shall be scheduled a minimum of two (2) consecutive days off during each workweek, unless such is prevented by a schedule change or emergency situation. No employee shall be required to work a split or back-to-back shift, except as provided in Section 19.3, or in the case of an emergency situation. Qualified bargaining unit employees may be required to work additional hours as deemed necessary by management. Compensation for additional hours of work assigned by a higher authority shall be in accordance with the Corrections Department's work-back compensation administrative order, which shall be developed by management with input from the Union, except as modified herein. Both 84-hour and 80-hour Lieutenants shall be eligible for work-back compensation. Block Pay amounts for work-back compensation shall be as follows effective upon the date of ratification of this Agreement:

Hours Worked Compensation:

|             |          |
|-------------|----------|
| 1-4 Hours   | \$156.66 |
| 5-9 Hours   | \$350.70 |
| 10-14 Hours | \$545.54 |

Additional compensation, if any, shall not alter the bargaining unit employees' FLSA overtime exempt status.

- B. Lieutenants shall have the responsibility for assigning designated staff at particular work sites.

- C. All employees are required to be present at their assigned jobs for the total hours in the workday and workweek, unless absence from duty is authorized by the appropriate authority. All absences shall be properly recorded and charged.

## 19.2 PAY PERIOD

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

## 19.3 EXTRA DUTY

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

## 19.4 HOURS OF WORK

Twelve (12) hour shift employees shall be paid for all hours worked in a pay period not to exceed eighty-four (84) hours, unless otherwise provided for in this article.

## **ARTICLE 20**

### **SAFETY AND HEALTH**

#### **20.1 COOPERATION**

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

#### **20.2 SAFETY COMMITTEE**

Should the County, during the term of this Agreement, elect to establish a Departmental safety committee, the Union shall be entitled to appoint one (1) member of the Bargaining Unit to this committee.

#### **20.3 PROTECTIVE DEVICES**

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

#### **20.4 SAFETY MEETINGS**

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

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

#### **20.5 TIME OFF FOR TREATMENT**

Employees required by a medical practitioner to receive follow-up treatment due to a work-related injury that is compensable under Workers' Compensation shall be allowed time off from work with pay for such treatment, provided treatment is not reasonably available during non-working hours. Each absence from the work place due to follow up treatment may not exceed three (3) hours. Time away from the work place in excess of three hours will be charged to the employee's personal leave. Division managers shall be responsible for monitoring an employee's use of County Time for follow-up treatment. An employee may be denied use of

County time for follow-up treatment if abuse is determined. In no event shall an employee's salary plus any worker's compensation benefits, exceed the total amount an employee would have been paid in the absence of the work-related injury.

#### 20.6 SAFETY FOOTWEAR

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

#### 20.7 WEAPONS SAFETY

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

- A. All ammunition will be replaced at least every twelve (12) months.
- B. Protective vests and gun belts shall be issued for all staff designated as weapons holders. Any employee who is issued a firearm during an assignment shall be provided a protective vest during such assignment. The County shall use its best efforts to ensure that such employees are provided clean vests.
- C. All Bargaining Unit members assigned to transport prisoners outside of the assigned Departmental complex shall be designated a "weapons holder" and issued the appropriate firearm and safety devices.
- D. All Bargaining Unit members who are assigned the designation of a "weapons holder" shall be required to qualify at the range quarterly.

#### 20.8 SAFE TRANSPORTATION

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

#### 20.9 RADIOS

Radios shall be supplied in all areas where Bargaining Unit members are posted to interact with inmates.



## **ARTICLE 21**

### **JOB AND SHIFT ASSIGNMENT**

#### **21.1 POSTING**

All bargaining unit job openings that the Department intends to fill shall be posted pursuant to the terms of this agreement.

In the event of a departmental restructure, available jobs or vacancies will be identified and posted in accordance with the terms of this agreement.

The job or vacancy shall be posted on the Department's electronic bulletin board for a period of seven (7) calendar days. Information relative to the assignment will be included in the job or vacancy announcement.

#### **21.2 BIDDING**

Any lieutenant interested in the position may submit a request for consideration. When multiple jobs or vacancies exist, interested lieutenants should list their desired position(s) in order of preference.

#### **21.3 CLOSE OF BIDDING/SELECTION**

At the close of the posting period, the Department will evaluate the candidate's abilities as they relate to the skills necessary to perform the job, a resume if submitted, the most recent performance evaluation, and provide an oral interview. Classification seniority will be considered whenever possible. In certain similar assignments, seniority will be given additional weight. The Department retains the sole and exclusive right to select and assign lieutenants based upon Departmental needs.

## **ARTICLE 22**

### **HEALTH AND WELFARE PROGRAMS AND INSURANCE**

#### **22.1 HEALTH INSURANCE**

The County shall provide insurance for all bargaining unit employees and their dependents in the same manner as all other County employees. The County shall also provide any additional insurance required by Florida law.

#### **22.2 UNION PARTICIPATION**

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

## **ARTICLE 23**

### **JOB DESCRIPTIONS**

- 23.1 Bargaining unit employees shall be responsible for performing any and all job duties falling within the generic scope of corrections services. As such, the County shall have the right to change, formulate, or modify duties, tasks, responsibilities or job descriptions, so long as the duties, tasks, and/or responsibilities remain within the generic scope of corrections services. Bargaining unit employees shall comply in a timely manner with all written and verbal orders given by superiors, even if such orders are alleged to be in conflict with this Agreement, unless such order clearly places the employee's life in unnecessary danger.

## **ARTICLE 24**

### **PUBLICATION OF AGREEMENT**

- 24.1 The County will provide at no cost twenty-five (25) copies of this Agreement to the Union for administrative purposes and will place this Agreement on the County's intranet within a reasonable time after ratification and approval.

## ARTICLE 25

### DRUG AND ALCOHOL TESTING

- 25.1 The County and the Union mutually agree that employee substance and alcohol abuse constitutes a danger to the employee, fellow employees and the general public. To allay public concerns regarding substance and alcohol abuse by Public employees and to mitigate the danger to other employees in the workplace, the County and the Union mutually agree that the following provisions will be implemented.
- A. The Department Director or his/her designee may order an employee to submit to any type of toxicology or alcohol testing deemed appropriate under the following circumstances: (1) upon reasonable suspicion that an employee has been on duty or has reported for duty with any controlled substance, narcotic, drug or alcohol in his/her system, and the County shall serve written notice on the employee as to the facts for the reasonable suspicion; (2) if an employee has been arrested for a drug related offense as soon as is practicable; (3) when an employee is operating a vehicle involved in an accident on duty or when an employee suffers or experiences a workplace injury; or (4) pursuant to a computer-generated random selection process. Employees shall be selected for random testing in such a manner as to ensure that each employee, regardless of his/her rank, will have an equal chance of selection.
  - B. A County-designated physician and/or other appropriate County-designated entity will collect test samples and a proper chain of custody will be established to insure the veracity of test results. Tests will be conducted in accordance with CDL regulations (including sample splitting), except that the test that is approved and outlined by the Florida Department of Law Enforcement Criminal Justice Standards and Training Commission (FDLE-CJSTC) in F.A.C. 11B27.00225 will be used and conducted by an independent laboratory contracted by the County.
  - C. Upon the receipt of a positive test result, the employee will be placed in a relieved of duty status, with pay.
  - D. Upon the Medical Review Officer's receipt of a written request from the employee, the laboratory will conduct a test on the second portion of the original sample, if the request is received within seventy-two (72) hours of the time the employee is notified of a positive test result on the original sample. If the second test is deemed to be positive, the cost of such test will be deducted from the employee's paycheck received from Orange County. If the employee does not request that a test of the second portion be conducted, or the second test is deemed to be positive, the employee shall be immediately relieved of duty without pay and the employee will be subject to discharge from employment, unless management determines that alternative disciplinary action is warranted under the circumstances.

- E. For alcohol testing purposes, employees will be asked to provide blood test samples that will be submitted to an appropriate alcohol testing procedure. For the purposes of this article, the County and the Union mutually agree that a 0.04 or greater blood/alcohol level will deem the employee to be impaired and will be considered a positive test result. A positive test result may result in discharge from employment, unless management determines that alternative disciplinary action is warranted under the circumstances.
  - F. Employees who fail to comply with the provisions of this Article, including but not limited to unreasonably failing to report for drug testing at the time and place directed, or providing a doctored sample, may be subject to discharge from employment, unless management determines that alternative disciplinary action is warranted under the circumstances.
  - G. The parties agree, in accordance with the provisions of Florida Statutes, that the test results and all other medical reports shall remain confidential and not subject to public release, unless otherwise required by law or as deemed necessary by the County to defend itself in any proceeding brought by the employee, any one acting on the employee's behalf, or the Union.
  - H. Employees may request Union representation during any of the testing procedures, provided that the Union representative does not in any manner interfere with or delay the testing procedures or jeopardize the security of the tests.
  - I. The Department may order annual or bi-annual tests pursuant to this Article in conjunction with any physical examination given to employees as part of an annual or bi-annual physical fitness test if such test is regularly provided at no cost to all bargaining unit members.
- 25.2 The County maintains the right to require any bargaining unit employee, at County expense, to undergo a fitness-for-duty test (physical and/or psychological) where the County determines that cause exists for such test.

**ARTICLE 26**

**LONGEVITY**

26.1 LONGEVITY

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

26.2 PAYMENT

The following schedule of payment will be used:

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

## **ARTICLE 27**

### **SAVINGS CLAUSE**

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



## **ARTICLE 28**

### **PREVAILING RIGHTS**

- 28.1 All negotiable terms and conditions of employment enjoyed by the bargaining unit employees which are not specifically included in this Agreement shall remain in full force during the term of this Agreement unless changed as authorized by this Agreement, or in accordance with applicable law.

## **ARTICLE 29**

### **RETIREMENT BENEFITS**

#### **29.1 IDENTIFICATION BADGES**

Each bargaining unit employee who retires upon normal retirement defined by FRS or medical disability shall receive his/her issued badge, ID case, and identification card clearly marked "retired."

## **ARTICLE 30**

### **ENTIRE AGREEMENT**

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

## ARTICLE 31

### DURATION OF AGREEMENT

- 31.1 This Agreement shall become effective the first full pay period after Board approval. This Agreement shall thereafter continue in full force and effect until midnight on the thirtieth (30<sup>th</sup>) day of September 2018, when it shall terminate. No provision of this Agreement shall be applied retroactive to a date prior to Board approval unless the provision expressly provides for retroactive application.
- 31.2 Following receipt of such notice, unless there is a mutual agreement to the contrary, the County and the Union shall commence negotiations. In the absence of an official notice by either party of its desire to modify, amend or terminate this Agreement, this Agreement shall automatically renew for an additional year, and from year to year thereafter until timely notice is given of a party's intent to renegotiate this Agreement.
- 31.3 The Union and County agree to re-open any Article of the Agreement when there is Federal or State Legislation enacted that has an adverse impact on the County's ability to pay benefits contained in the Agreement. No other re-opener is contemplated.
- 31.4 Any notice to be given under this Agreement shall be given by registered or certified mail or hand delivery. If given by the Union, it shall be addressed to the County Administrator, Post Office Box 1393, Orlando, Florida 32802; and such notice given by the County shall be addressed to the Florida State Lodge Fraternal Order of Police, Inc., 242 Office Plaza, Tallahassee, FL 32302.

**FOP Correctional Lieutenant Pay Ranges (Grade 520)**

**Fiscal Year 2016-17**

|                |                |
|----------------|----------------|
| Minimum        | Maximum        |
| <u>\$26.11</u> | <u>\$41.72</u> |

**Fiscal Year 2017-18**

|                |                |
|----------------|----------------|
| <u>Minimum</u> | <u>Maximum</u> |
| <u>\$26.50</u> | <u>\$42.34</u> |

**FLORIDA STATE LODGE  
FRATERNAL ORDER OF POLICE**

**APPENDIX A-1**

**AUTHORIZATION FOR DUES CHECK-OFF**

I, \_\_\_\_\_, HEREBY AUTHORIZE MY EMPLOYER, ORANGE COUNTY, TO WITHHOLD FROM MY REGULAR PAY CHECK THE AMOUNT OF MY DUES TO THE FLORIDA STATE LODGE, FRATERNAL ORDER OF POLICE, AND TRANSMIT SAME TO THE PERSON OR DEPOSITORY DESIGNATED BY SAID LODGE TO RECEIVE IT.

I UNDERSTAND THAT I MAY TERMINIATE THIS AUTHORIZATION BY NOTIFYING THE FLORIDA STATE LODGE, FRATERNAL ORDER OF POLICE, IN WRITING AND ON THE FORM ATTACHED FOR THAT PURPOSE, THIRTY (30) DAYS IN ADVANCE. THE FLORIDA STATE LODGE, FRATERNAL ORDER OF POLICE WILL FORWARD SUCH FORM TO THE EMPLOYER.

FUTHERMORE, THIS AUTHORIZATION SHALL ONLY BE IN EFFECT SO LONG AS THE FLORIDA STATE LODGE, FRATERNAL ORDER OF POLICE IS THE BARGAINING AGENT AND I AM A MEMBER OF THE BARGAINING UNIT.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Employee ID #

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Number

**FLORIDA STATE LODGE  
FRATERNAL ORDER OF POLICE**

**APPENDIX A-2**

**TERMINATION OF AUTHORIZATION FOR DUES CHECK-OFF**

I, \_\_\_\_\_, HEREBY STATE THAT I HAVE A CURRENT AUTHORIZATION FOR DUES CHECK-OFF ON FILE WITH THE FLORIDA STATE LODGE, FRATERNAL ORDER OF POLICE AND I WISH TO REVOKE THAT AUTHORIZATION.

I UNDERSTAND THAT BY SIGNING THIS FORM AND DELIVERING IT TO THE FLORIDA STATE LODGE, FRATERNAL ORDER OF POLICE, I SURRENDER ALL RIGHTS I MIGHT HAVE AS A MEMBER OF SUCH LODGE.

I FURTHER UNDERSTAND THAT THIS TERMINATION OF AUTHORIZATION WILL BE FORWARDED TO MY EMPLOYER BY THE FLORIDA STATE LODGE, FRATERNAL ORDER OF POLICE AND WILL BECOME EFFECTIVE WHEN PROCESSED BY THAT EMPLOYER.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Employee ID #

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Number

\_\_\_\_\_  
Union Acknowledgement



## EMPLOYEE GRIEVANCE FORM

|  |  |  |                                |  |
|--|--|--|--------------------------------|--|
| Grievant Name (print):   |  | Employee ID #:   | Job Title:                     |  |
| Phone #:   | E-Mail:                                    | Mailing Address:   |                                |  |
| Union (if applicable):   | Union Representative Name (if applicable): | Attorney Retained:<br>No <input type="checkbox"/> Yes <input type="checkbox"/> | Attorney Name (if applicable): |  |
| Department:  | Division:                                  | Date of Hire:  | Date of Violation:             |  |
| Policy Section(s) # Violated:  | Contract Article(s) # Violated:            | Suggested Remedy/Resolution (brief version):                                   |                                |  |
| <p>The following attachments are required - Grievant initial when complete</p> <p><input type="checkbox"/> Copy of cited violations: Provide copy of specific Policy Sections (s) and/or Contract Article(s) that were violated</p> <p><input type="checkbox"/> Statement of Grievance: Typically 1-2 pages summarizing <i>why</i> the grievance is being filed, <i>how</i> the cited policies/articles were violated and details the suggested <i>remedy/resolution</i>. If legal counsel is retained by grievant, attach attorney's contact information.</p> |  |  |                                |  |
| Grievant Signature:  |  | Date Submitted:  |                                |  |

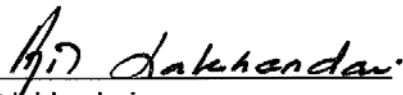
**--The section below is to be completed with a Human Resource Representative--**

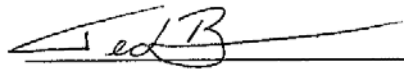
|   |  |  |                          |        |        |      |                        |                          |                          |                          |                   |                          |                          |                          |                   |                          |                          |                          |
|---|--|--|--------------------------|--------|--------|------|------------------------|--------------------------|--------------------------|--------------------------|-------------------|--------------------------|--------------------------|--------------------------|-------------------|--------------------------|--------------------------|--------------------------|
| <b>STEP I</b><br>Date Received: ___/___/___<br>Received By: _____<br>Received By Signature: _____                               | Letter Decision Date ___/___/___<br><input type="checkbox"/> Not Settled – Advanced to Step II<br><input type="checkbox"/> Settled<br><input type="checkbox"/> Withdrawn<br>Grievant Signature: _____ Date: ___/___/___  | Administrative Status (if applicable):<br><input type="checkbox"/> Appeal Deadline Expired (10 business days)<br><input type="checkbox"/> Rejected; Non-Grievable<br><input type="checkbox"/> Step I omitted (i.e. termination grievance)<br><input type="checkbox"/> Other _____<br>HR initial: _____ Date: ___/___/___ |                          |        |        |      |                        |                          |                          |                          |                   |                          |                          |                          |                   |                          |                          |                          |
| <b>STEP II</b><br>Date Received: ___/___/___<br>Received By: _____<br>Received By Signature: _____                              | Letter Decision Date ___/___/___<br><input type="checkbox"/> Not Settled – Advanced to Step III<br><input type="checkbox"/> Settled<br><input type="checkbox"/> Withdrawn<br>Grievant Signature: _____ Date: ___/___/___   | Administrative Status (if applicable):<br><input type="checkbox"/> Appeal Deadline Expired (10 business days)<br><input type="checkbox"/> Rejected; Non-Grievable<br><input type="checkbox"/> Other _____<br>HR initial: _____ Date: ___/___/___   |                          |        |        |      |                        |                          |                          |                          |                   |                          |                          |                          |                   |                          |                          |                          |
| <b>STEP III</b> (Grievance Adjustment Board)<br>Date Received: ___/___/___<br>HRD Signature: _____<br>Hearing Date: ___/___/___ | GAB Voting Signature (Majority Decision) <table style="width: 100%; border: none;"> <tr> <td></td> <td style="text-align: center;">Uphold</td> <td style="text-align: center;">Modify</td> <td style="text-align: center;">Deny</td> </tr> <tr> <td>GAB Chairperson: _____</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>GAB Member: _____</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>GAB Member: _____</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> |  |                          | Uphold | Modify | Deny | GAB Chairperson: _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | GAB Member: _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | GAB Member: _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|   | Uphold   | Modify   | Deny                     |        |        |      |                        |                          |                          |                          |                   |                          |                          |                          |                   |                          |                          |                          |
| GAB Chairperson: _____  | <input type="checkbox"/>   | <input type="checkbox"/>   | <input type="checkbox"/> |        |        |      |                        |                          |                          |                          |                   |                          |                          |                          |                   |                          |                          |                          |
| GAB Member: _____   | <input type="checkbox"/>   | <input type="checkbox"/>   | <input type="checkbox"/> |        |        |      |                        |                          |                          |                          |                   |                          |                          |                          |                   |                          |                          |                          |
| GAB Member: _____   | <input type="checkbox"/>   | <input type="checkbox"/>   | <input type="checkbox"/> |        |        |      |                        |                          |                          |                          |                   |                          |                          |                          |                   |                          |                          |                          |

The original top sheet goes to HR Division once complete. The carbon copies may be given to grievant as receipt. Each form has a unique Grievance number. Blank forms cannot be duplicated for re-use.



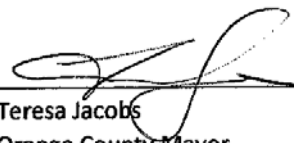
THIS CONTRACT AGREED TO THIS \_\_\_\_\_ DAY OF APR 25 2017 2017.

  
Ajit Lalchandani  
County Administrator  
Orange County

  
Ted Butler, Staff Representative  
Florida State Lodge Fraternal Order of Police, Inc.

THIS AGREEMENT APPROVED BY THE ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS, ORANGE COUNTY, FLORIDA ON THIS \_\_\_\_\_ DAY OF APR 25 2017.

  
Deputy Clerk, Orange County Board  
of County Commissioners

  
Teresa Jacobs  
Orange County Mayor

