

Agreement

The City of Orlando and The Fraternal Order of Police, Lodge 25, as the exclusive representative for the purpose of collective bargaining for all sworn employees in the City of Orlando Police Department (with the exception of certain exclusions), hereby agree as follows:

This agreement shall take effect upon ratification by the Union and approval by City Council, and shall terminate and replace the 2008 to 2011 Agreement presently in effect between the parties. In the event this agreement is not ratified and approved, the 2008 to 2011 Agreement shall remain in full force and effect during its term.

Terms of this Agreement shall incorporate all the terms of the 2008 to 2011 Agreement, including attachments thereto, except as modified hereinafter. Those modifications are:

- Article 3.6 – Prior to June 1, 2013, the City shall contribute \$5,000 to the Union's Pool Time Account for the purpose of allowing unit members to attend negotiations.
- Article 9.4 – The City will continue to fund the full cost of the Plan's investment management fees. The City will continue to fund the other administrative costs required by the pension plan (including travel, secretarial/clerical support, legal and actuarial services) at FY 2010-2011 levels and will fund any increase in such costs up to ten thousand dollars (\$10,000) over the base level per fiscal year (unused balance if any may be carried over to next fiscal year but not beyond 9/30/13). Any additional increase in these costs, except any expense specifically agreed to in advance by the City, will be borne equally by the City and the pension plan members on a per capita basis as an addition to the contribution specified in Section 9.1.
- Add Article 9.11 – Upon the request of the Union, Article 9.9 may be reopened for the purpose of restructuring disability benefits during the term of this agreement.
- Article 19.2 – The City and Union agree that the Union shall appoint two (2) members to participate from the onset in any selection process for the selection of a health care network providing service after January 1, 2009.
- Article 19.3 – The City agrees that the Union shall have the right to seek

separate health insurance coverage for the employees (including current and future bargaining unit retirees) covered hereunder for period after January 1, 2010. This coverage must be obtained by October 1 of the year preceding coverage. The City will seek and provide health claims experience to assist the Union in its analysis.

Article 19.6 – Employees hired on or after December 31, 2006, will be eligible to receive a \$40.00 biweekly contribution by the City to the current Retirement Health Savings Program (RHSP), payable each pay period such employee renders compensated service, following completion of 90 days employment. City contributions to the RHSP shall vest 50% upon completion of ten (10) years credited pension service, 75% after completion of 15 years credited pension service and 100% upon completion of 20 years credited pension service. ~~If the City has not implemented a RHSP by December 31, 2006, this article may be reopened by the Union.~~

The City and the Union will consider alternative RHSPs or structural modifications to the current RHSP and this article may be reopened upon written request by the Union, after March 31, 2011.

- Delete last line of the first paragraph (“If the City has not implemented a RHSP by December 31, 2006, this article may be reopened by the Union.”) and change date in the second paragraph from March 31, 2009 to March 31, 2011.
- Article 19.6 – The City and the Union will consider alternative RHSPs or structural modifications to the current RHSP and this article may be reopened upon written request by the Union, after March 31, 2011.
- Article 20.6 – All employees will receive an annual shoe allowance payable in the second paycheck of October each year as indicated in the schedule below:

Oct. 2010- \$165.00 per year
Oct. 2011- \$165.00 per year
Oct. 2012- \$165.00 per year

- Article 30.11 – Patrol/Airport Intra-Bureau Shift Transfer Request

Patrol is defined as program numbers 691, 692, and 693 as of 10/01/08 (Airport is defined as program number 683 as of date of this Agreement) and as may be subsequently amended to reflect Patrol/Airport operations. This article does not apply to transfers into Patrol TAC, NPU and International Drive Team and assignment transfers occurring outside of Patrol/Airport. It applies only to

requests for transfers within Patrol/Airport.

A transfer request list will be created, maintained and posted. The list will be maintained and continually updated by the OPD designated Administrative Assistant and contain at least the following information:

- Name, Rank & Employee #
- Departmental Seniority Date (Date of Hire)
- Classification Seniority Date (Date of Rank)
- Current Assignment Date (Date of most recent transfer into Patrol Bureau/Special Services Bureau)
- Sex/Race
- FTO Y N
- MPO Y N

Selection Criteria:

Officers will be transferred according to the following priorities, including tiebreakers:

- 1. Departmental Seniority Date
- 2. Current Assignment Date (tiebreaker #1)
- 3. Cumulative time assigned to Patrol/Airport (including Field Training) since Date of Hire (tiebreaker #2)

Sergeants will be transferred according to the following priorities, including tiebreakers:

- 1. Classification Seniority Date
- 2. Departmental Seniority Date (tiebreaker #1)
- 3. Current Assignment Date (tiebreaker #2)
- 4. Cumulative time assigned to Patrol/Airport (including Field Training) since Date of Hire (tiebreaker #3)

If there are vacancies, all pending requests will be addressed prior to recruit assignment or placement of officers and sergeants returning to Patrol from another bureau. In the event of an unforeseen life altering event or hostile work environment as determined by the Chief of Police (or designee) or as otherwise may be required under law, exceptions may be made. Additionally, all management rights in Article 2 would apply as it relates to the need for diversity and veteran officers on each shift.

Intra-bureau transfers will not adversely affect those applying for an assignment outside of Patrol/Airport.

- Article 31.4 – The amount of annual dues will remain at \$17.40 bi-weekly, until October 1, 2011 when the Union may recalculate utilizing no more than 1% of pay grade 5 at the then current rate, and will remain at that rate for the duration of the Contract. Dues shall be due and payable in bi-weekly installments at the rate of 1/26 of the annual rate for each year of this Agreement.
- Article 36.4 – (correct lettering error of paragraph references, i.e. C., D., and E. should be A., B. and C.).
- Article 41 (Promotions) – Attachment A hereto to apply.
- Article 43 (Pay Plan) – Attachment B hereto to apply.
- Article 44.1 – An annual Longevity payment based on years of credited service as Police Sworn Civil Service employees will be paid to current bargaining unit employees. Payment of the Longevity sum shall be made annually on the first pay period in October of each year. The following schedule of payment commencing October 2010 will be used.

<u>Years of Service</u>	<u>Amount Per Year</u>
5 to less than 10 years	\$625.00
10 to less than 15 years	\$1,100.00
15 to less than 20 years	\$1,600.00
20 to less than 22 years	\$2,000.00
22 years or more	\$2,300.00

- Article 45.2 – The structure of the Career Development Program shall include Career Officer Level I through Master Police Officer (Level IV). Effective November 1, 2010, monetary incentives for the Career Development Program shall be:

Career Officer I	\$1,000.00
Career Officer II	\$1,500.00
Career Officer III	\$2,100.00
Career Officer IV	\$2,600.00

The above-listed incentives shall be paid one time only upon the initial placement into Level I, Level II, or Level III. The incentive for the Master Police Officer shall be paid annually if the officer is certified as eligible on November 1st of each year and in accordance with the MPO maintenance criterion. Master Police Officer incentives shall be paid annually during the month of November and all Career Development Program incentives shall be considered as pensionable income but not part of base pay for overtime purposes.

- Article 45.4 – ~~The City and the Union agree to develop a Master Sergeant Program (MSP), to be completed before November 1, 2009.~~ An incentive of \$2,700.00 for the Master Police Sergeant Program (MSP) shall be paid annually if the Sergeant is certified as eligible on November 1st of each year and in accordance with the MSP maintenance requirements. The incentive shall be paid annually during the month of November and shall be considered as pensionable income, but not part of base pay for overtime purposes. Written records supporting attainment of the required achievements must be submitted to the Career Development Committee for verification and approval prior to becoming eligible.
- Article 48.1 – This Agreement shall take effect on the first day after being both ratified by the Union and approved by City Council and shall continue in full force and effect until midnight of the date three years from the effective date, when it shall terminate. In order to renegotiate this Agreement, written notice shall be given by either party not less than ninety (90) days nor more than one hundred and twenty (120) days prior to the expiration date.

In witness whereof, the parties have caused this agreement to be signed by their duly authorized representatives on this the 16th day of July 2010.

FOR THE CITY

FOR THE FRATERNAL ORDER OF POLICE:

DAVID J. RAFANOWICZ
Chief Negotiator

SAMUEL HOFFMAN
President ARTHUR R. "RUDY" BRANN
CHIEF NEGOTIATOR

This agreement approved upon adoption by resolution of the City Council of the City of Orlando on the _____ day of _____ 2010.

APPROVED AS TO FORM AND LEGALITY

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

_____, 2010

BUDDY DYER, Mayor

JODY LITCHFORD
Deputy City Attorney

ALANA BRENNER
City Clerk

**Article 41
PROMOTIONS**

- 41.1 The purpose of this article is to establish a fair and impartial procedure to select qualified individuals for promotion.
- 41.2 After a period of one (1) year from date of appointment, those Probationary Police Officers who are in good standing with the Department shall be promoted to the rank of permanent Police Officer. Promotion shall occur the later of: a period of one year after appointment as a Probationary Police Officer or upon finishing a six (6) month period of service that is not restricted according to currently existing Department policy (see AD-4B, AD-49 or as otherwise may be referenced) following completion of the Field Training Program if the training was delayed for reasons other than FTO availability. Should a Probationary Police Officer successfully complete probation later than one year after appointment, the employee's rank date and pay increases will be retroactive to that first year anniversary.
- 41.3 Permanent Police Officers with at least four (4) years of total service with the Department as of the day(s) testing commences will be eligible to compete in any subsequent Promotional Sergeant test administered by the City.
- 41.4 After a period of one year from date of appointment, those Probationary Police Sergeants who have completed the C.J.S.T.C. Certified Training Course entitled "Line Supervision" and are in good standing with the Department shall be promoted upon the written endorsement of their Lieutenant or higher rank in their chain of command to the rank of Permanent Sergeant.
- 41.5 A Probationary Police Sergeant who is in a restricted duty capacity, will be eligible to advance to Permanent Sergeant on their rank anniversary date provided the following requirements are met:
- A. Days worked in restricted duty and/or full duty total the minimum 1440 hours on the job performance.
 - B. All other good standing requirements are met.
 - C. Those who are unable to work due to a job related injury may at the sole discretion of the Chief of Police be determined to be in good standing irrespective of other provisions of this Article.

D. Completion of C.J.S.T.C. certified training course entitled "Line Supervision".

41.6 The criteria for "good standing" with the Police Department shall be as follows:

A. No evaluation grade of "below standards" for any dimension on the performance appraisal preceding appointment to the higher rank.

B. No more than three separate I.N.O.I.'s leading to sustained disciplinary violations or any number of discipline(s) that result in suspensions totaling more than thirty-two (32) working hours (served or forfeited), or any demotion, within twelve months prior to the date of the appointment to the higher rank.

Disciplinary requirement - one year from the initiation date for number of I.N.O.I.'s or hours of suspension of the I.N.O.I., which prevents the employee from being considered in good standing in accordance with Article 41.5. For demotions of ninety (90) days or less, an employee will not be eligible for promotion for six (6) months from the ending date of the employee's demotion. For demotions of ninety (90) days or more, an employee will not be eligible for promotion for one (1) year from the ending date of the employee's demotion. I.N.O.I.'s that are pending, prior to certification, must be finalized before certification can be completed.

41.7 The City will administer a job-related examination for the rank of Probationary Police Sergeant biennially during the month of October. In the event the current promotional eligibility list is exhausted, an examination will be administered between 90 and 120 days from the date the list was exhausted. At least two (2) Sergeants who are members of the bargaining unit will be selected by the Department to assist in the review of the test material.

41.8 The City, not less than ninety (90) days prior to the examination, shall announce the following:

A. The date of the examination, eligibility requirements and cut-off date for sign-up.

B. Reference and sources from which examination questions are drawn. A Master Set of source materials will be available for review at OPD Headquarters. All questions may not come from a specific book but may be developed from normal job-related experiences. The City will provide for the electronic distribution of source material that is available in this format.

C. ~~The test~~The exam components, which will consist of: a) a written test comprised of between 90 and 100 multiple choice questions from the source material and between 30 and 40 situational questions from normal job-related experience b) an assessment center. Each question will have equal value which will be determined by the total number of questions surviving any challenge procedure divided into 100.

41.9 ~~A written test~~The multiple-choice written test will be administered first, i.e. before the assessment center. and all officers who attain a score of 70 percent or more (but not fewer than the top fifty (50) scores including ties for the fiftieth (50th position) shall be placed on the promotional list. Those on the list are qualified for promotion provided they are in good standing with the department and meet necessary service requirements at the time of promotion. The list resulting from the exam shall take effect sixty (60) days following the exam test date, if certified by the Civil Service Board, and shall remain in effect for a period of twenty-four (24) months. Each question of the written test will have equal value determined on the basis of the number of correct answers to questions surviving any challenge procedure divided by the total number of questions surviving any challenge procedure. Promotional candidates who achieve a score at or above 70 percent on the written test shall be eligible for the assessment center.

The assessment center will be developed by a panel of OPD personnel from the Sergeant rank and above in conjunction with Human Resources Department staff and/or an outside consultant. Assessment center exercises will be developed to address the skills identified in the job analysis for the Sergeant position, and the skills will be weighted in accordance with job the analysis information to yield a final assessment score.

Each candidate's performance will be evaluated by one or more assessors. Assessors shall consist of a) 50% law enforcement personnel at the Sergeant rank or above and b) 50% non-sworn trained assessors. A checklist style scoring format will be used for objectivity and all exercises with a role-play component shall be either video or audio recorded for documentation.

Candidates who achieve an assessment center score at or above 70 percent will be added to the promotional list. Written test scores and assessment center scores will be averaged together to determine each candidate's ranking on the promotional list.

Candidates on the promotional list are qualified for promotion provided they are in good

standing with the department and meet necessary service requirements at the time of promotion. The promotional list shall remain in effect for a period of twenty-four (24) months or until exhausted, whichever occurs first.

Any candidate who has made the promotions list (~~i.e. scored at least 70 percent or is in the top fifty (50) scores~~) and who has completed five years of service as a sworn Orlando Police Officer shall have 0.5 points added to the score. Any candidate who has made the promotions list who has completed ten years of service shall have 1.0 point added and if fifteen years of service or more shall have 1.5 points added. These service points will be credited based on seniority effective the date the test results are certified by the Civil Service Board.

41.10 In making promotions, the City will select from a pool of candidates consisting of those persons with the highest thirty-nine (39) scores on the list. The City shall select from the top three (3) scores, then top ten (10), then top thirty-nine (39) then start the rotation anew. The rotational selection process shall continue in its present order even when a new list is certified, and the selection shall reflect the rotational pick that was utilized. Tie scores for the third (3rd), tenth (10th) and thirty-ninth (39th) positions shall all be considered for the respective rotational eligibility picks.

Furthermore, during the life of each list, the Chief may select a Master Patrol Officer who has scored at least 70 percent. Such selection, if made, shall not otherwise affect the normal rotational order of selections.

The list of persons eligible for each individual promotion will be adjusted prior to each subsequent promotion. If more than one position is being filled during the same time frame, the list of eligible candidates will be revised following each selection.

41.11 If City Council formally adopts an Affirmative Action Plan with relevant goals and objectives for the Police Department, that is not compatible with Article 41, Sections ~~40-9~~ and ~~4410~~, this entire Article may be subject to immediate renegotiation at the request of either party.

41.12 The actual promotion of one individual over another in any promotion shall not be subject to the grievance procedure.

41.13 All members who are eligible to take the Sergeant's Promotional Exam as set forth in this article who are assigned to military duty at the time of the test, must contact the

Testing Section of the Human Resources Division at least thirty (30) calendar days prior to the test date. It is the responsibility of the activated employee to provide the City's Employment, Assessment & Development Manager with the name and contact information of the employee's Commanding Officer a minimum of thirty (30) days prior to the scheduled date of the exam. The City's Employment, Assessment & Development Manager will work with the employee's Commanding Officer to coordinate administration of the exam at a location acceptable to both the City and the employee's Commanding Officer. If at all possible, the test will be administered on the same date and time in the remote location as it is administered locally. If that is not possible, other times for remote administration may be considered at the discretion of the City. It is the responsibility of the employee to obtain the necessary study materials to prepare for the exam.

41.14 When the Chief of Police determines that a vacancy in the rank of Sergeant is to be filled, the position shall be filled within twenty (20) calendar days from such determination. Evidence of a vacancy shall be the continued funding of that position. Evidence of an intention to delete a position will be the submission of intent to delete to the Budget Review Committee within thirty (30) calendar days from vacancy.

If there exists an opening to the rank of Probationary Sergeant and a Police Officer becomes ineligible for promotion due to a pending and unresolved discipline inquiry, the filling of the Sergeant's position may be extended beyond twenty (20) days to allow the completion of the investigation. Said extension and investigation shall not exceed sixty (60) calendar days.

41.15 The eligibility lists created by this Agreement, upon certification by the Civil Service Board, shall be the only lists of eligible candidates for promotion to the position of Police Sergeant. These lists shall be posted on official departmental bulletin boards for a period of not less than thirty (30) calendar days.

41.16 No additional written information will be requested of employees in the promotion process.

41.17 The past practice of reviewing results of promotional tests will continue and written challenges to the appropriateness of questions and answers will be accepted and resolved prior to the finalization of test scores and submission to the Civil Service Board. The Union shall have the right to appoint a representative to attend the test review(s) at the time written challenges are heard.

~~41.18 The parties agree to reopen negotiations regarding Articles 41.8, 41.9 and 41.17 in January 2009.~~

**Article 43
PAY PLAN**

43.1 From the effective date of this Agreement through its expiration date, Officers and Sergeants in good standing as set forth in Article 41.6 will advance within the Grades 1-11 and 23-26 respectively on their rank anniversary date. They will remain at the pay grades they attained on the expiration date of this Agreement with no additional advance in grade, unless and until a new Collective Bargaining Agreement provides for further raise. Officers already at or above grade 11 and Sergeants already at or above grade 26, due to a one-time adjustment effective October 9, 2005, if in good standing, will receive an adjustment to their base wage rate equivalent to the percentage increase in the chart below on the dates indicated therein. Upon promotion to another position covered by this agreement, the rate differential of such Officers or MPO's above Grade 11 will be preserved.

Police Officer

	Pay Scale	Pay Scale
	Present	9/30/12
Grade 1	\$41,978.00	\$43,237.00
2	\$45,748.00	\$47,120.00
3	\$48,977.00	\$50,446.00
4	\$50,456.00	\$51,970.00
5	\$52,474.00	\$54,048.00
6	\$54,090.00	\$55,713.00
7	\$56,108.00	\$57,791.00
8	\$58,271.00	\$60,019.00
9	\$60,816.00	\$62,640.00
10	\$63,373.00	\$65,274.00
11	\$67,275.00	\$69,293.00

Police Sergeant

	Pay Scale	Pay Scale
	Present	9/30/12
23	\$66,468.00	\$68,462.00
24	\$69,294.00	\$71,373.00
25	\$71,984.00	\$74,144.00
26	\$77,366.00	\$79,687.00

EMPLOYEES ADVANCE IN GRADE ANNUALLY BASED ON RANK SERVICE DATE.

Grade 23 Promotional Step for Grade 10 and below

Grade 24 Promotional Step for Grade 11

Grade 25 Promotional Step for Master Police Officer

- 43.2 Bargaining unit employees who are permanently assigned as Field Training Officers (FTO) shall be compensated at the rate of thirty-six dollars (\$36.00) per day for each day they perform the duties of a Field Training Officer. Bargaining unit employees who are permanently assigned as Field Training Officer Supervisors (Sergeants) shall be compensated at the rate of thirty-six dollars (\$36.00) per day for each day they perform the duties of a Field Training Officer Supervisor (Sergeant). This compensation shall be paid on a bi-weekly basis.
- 43.3 For the non-pension related provisions of this agreement, base hourly wages shall equal the current appropriate base annual salary in the Pay Plan schedule and rates in excess of grades 11 and 26 (Article 43.1), Uniformed Police Officer Compensation, divided by 2080.
- 43.4 The City agrees to supplement those bargaining unit employees with a monthly shift differential who are permanently assigned as follows:

Police Officers

	Differential
Day Shift	\$137.00
Evening Shift	\$165.00
Midnight Shift	\$197.00

Sergeants

	Differential
Day Shift	\$147.00
Evening Shift	\$175.00
Midnight Shift	\$208.00

This differential will apply to the employee's primary shift assignment and shall be paid in equal bi-weekly amounts. Day Shift is defined as having at least one half or more of the hours worked falling between 6:00 a.m. and 2:00 p.m.; Evening Shift between 2:00 p.m. and 10:00 p.m.; and Midnight Shift between 10:00 p.m. and 6:00 a.m. Those on schedules split between two shifts (e.g., TAC Squad) and those on equally rotating shifts (e.g., Airport) shall receive the Evening Shift rate differential.

Temporary reassignment to a different work schedule shall not qualify the employee for the new schedule's differential. Temporary reassignment is considered to be less than twenty-eight (28) consecutive calendar days.

- 43.5 It is agreed that C.J.S.T.C. educational incentive monies shall be paid monthly in one (1) bi-weekly paycheck, and shall be received on or before the first of each month.
- 43.6 Officers and Sergeants permanently assigned to Special Services (Criminal Investigations, Traffic Homicide and Drug Enforcement Divisions) and those Officers and Sergeants assigned to full time criminal investigations at the Airport and members of the SWAT Team will receive \$33.00 bi-weekly and Sergeants shall receive \$36.00 bi-weekly. This assignment differential pay shall be pensionable.
- 43.7 Rank Anniversary date adjustments that fall within the first seven (7) days of the pay period, will be effective from the beginning of that pay period. If the date falls within the 8th to 14th day, the adjustment will become effective the beginning of the next pay period.