



Memorandum

DATE: September 14, 2021

TO: Mayor Jerry L. Demings
- AND -
County Commissioners

FROM: J. Ricardo Daye, Human Resources Director

SUBJECT: Consent Agenda – September 28, 2021
Collective Bargaining Unit Agreement Reopener
The Florida State Lodge Fraternal Order of Police, Inc. FOP Lieutenant Bargaining Unit Agreement – Article 17 – Leave, Article 18 – Wages for Fiscal Years 2021-22 through 2022-23, Article 19 – Work Day, Work Period, Pay Period and Extra Duty, Article 22 – Health and Welfare Programs and Insurance, and Article 31 – Duration of Agreement.

Contact: Suzette Shields, HR Compliance & Employee/Labor Relations Administrator, x65820

The Florida State Lodge Fraternal Order of Police, Inc. (FOP) represents a bargaining unit comprised of all employees of the Orange County Corrections Department in the job classification of Correctional Lieutenant (B-Unit). The County's negotiation team and the FOP have reached concurrence on Article 17 – Leave, Article 18 – Wages for Fiscal Years 2021-22 through 2022-23, Article 19 – Work Day, Work Period, Pay Period and Extra Duty, Article 22 – Health and Welfare Programs and Insurance, and Article 31 – Duration of Agreement. This Agreement was successfully ratified by union membership on August 24 and 25, 2021.

Subject to Board approval, the reopener negotiations grant all eligible bargaining unit employees wage increases as summarized in the paragraphs below and changes the duration of the current agreement to September 30, 2022. In addition, the changes include modifications to the Work Day, Work Period, Pay Period, Extra Duty, Health and Welfare Programs, and Insurance articles.

For Fiscal Years 2021-22 and 2022-23, the reopener negotiations grant all eligible bargaining unit employees on the active payroll a 4.0% Base Wage increase subject to the pay plan maximum for each of the fiscal years. All lump sum and retroactive portions of the Base Wage increase, if any, will be paid as outlined in the bargaining unit agreement.

Implementation of the agreement will be coordinated between Human Resources and the Comptroller's Payroll Department following approval by the Board.

Action Requested: Approval of Agreement between Orange County, Florida and The Florida State Lodge Fraternal Order of Police, Inc. Lieutenants (B-Unit) Fiscal Years 2020-21 through 2022-23 FY 21 & 22 Re-opened Articles, Article 17 – Leave, Article 18 – Wages for Fiscal Years 2021-22 through 2022-23, Article 19 – Work Day, Work Period, Pay Period and Extra Duty, Article 22 – Health and Welfare Programs and Insurance, and Article 31 – Duration of Agreement.

c: Byron W. Brooks, AICP, County Administrator
Darren Gray, Deputy County Administrator

AGREEMENT BETWEEN

ORANGE COUNTY, FLORIDA

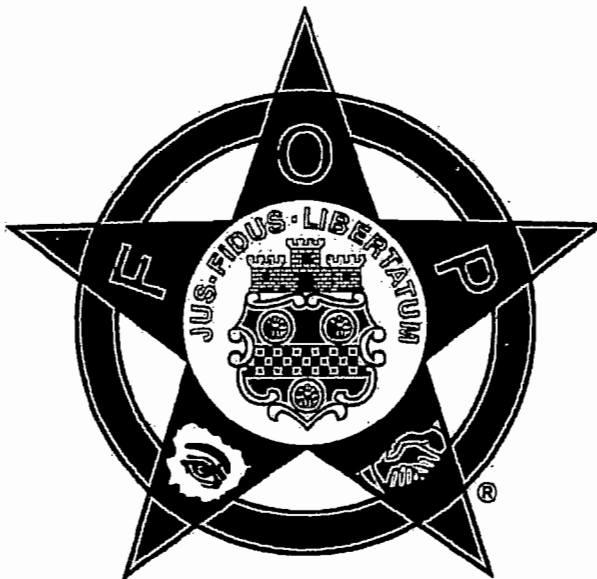


AND

THE FLORIDA STATE LODGE FRATERNAL
ORDER OF POLICE, Inc.

Lieutenants

(B-UNIT)



FISCAL YEARS

2

2020-21 THROUGH 2022-23

FY 21 & 22 Re-opened Articles

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. Personal leave shall be earned as follows:

After Continuous Service Months	Accrual Rate Per Hour	Maximum Hours Per Pay Period	Maximum Hours Balance
0	0.0693	5.82	453
60	0.077	6.47	504
72	0.0808	6.79	531
84	0.0847	7.11	555
96	0.0885	7.43	579
108	0.0924	7.76	606
120	0.0962	8.08	630
180	0.1039	8.73	681

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.

17.7 LEAVE SELLBACK/SELLDOWN

Nothing herein precludes the bargaining unit employees from participating in any sellback or sell down of accrued leave approved by the Board of County Commissioners for both non-union and bargaining unit employees.

ARTICLE 18

WAGES

18.1 WAGE INCREASES

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

- A. For Fiscal Year 2020-21, effective October 4, 2020, all bargaining unit employees in the bargaining unit on that date, and continuing to be in the bargaining unit, on the active payroll, through the first full pay period after the date of Board approval of this Agreement and who meets or exceeds the performance requirements of the position on the annual evaluation, as of that date, will receive a 4.0% wage increase.

Retroactivity will occur only to those active employees under this Agreement as of October 4, 2020 and continuing to be in the bargaining unit, on active payroll, upon implementation (pay out) of the retroactive wages. This retroactive portion will be paid in a lump sum and will be calculated by multiplying the sum of Fiscal Year 2020-21 base wages only while in a bargaining unit position under this Agreement from the first full pay period in Fiscal Year 2020-21 through the last full pay period in 2020-21 prior to implementation of the percentage increase outlined above.

- B. For Fiscal Year 2021-22, effective October 3, 2021, all bargaining unit employees in the bargaining unit on that date, and continuing to be in the bargaining unit, on the active payroll, through the first full pay period after the date of Board approval of this Agreement and who meets or exceeds the performance requirements of the position on the annual evaluation, as of that date, will receive a 4.0% wage increase.
- C. For Fiscal Year 2022-23, effective October 2, 2022, all bargaining unit employees in the bargaining unit on that date, and continuing to be in the bargaining unit, on the active payroll, through the first full pay period after the date of Board approval of this Agreement and who meets or exceeds the performance requirements of the position on the annual evaluation, as of that date, will receive a 4.0% wage increase. However, if the Corrections rank-and-file or IAFF County bargaining unit employees receive more than a 4.0% across-the-board wage increase for Fiscal Year 2022-23, all bargaining unit employees in this bargaining unit will receive the same across-the-board wage increase that Corrections rank-and-file or IAFF County bargaining unit employees receive for Fiscal Year 2022-23.
- D. Increases for any Fiscal Year after Fiscal Year 2022-23 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)
- Certified Public Manager (CPM)
- Senior Leadership Program (SLP)

For those eligible employees possessing up to four (4) 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 \$1.60 hourly. 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. Hours for mandatory scheduled meetings outside of a bargaining unit member's normal working schedule, qualify for work back pay compensation. 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 October 3, 2021 for bargaining unit employees employed under this Agreement in the bargaining unit on active payroll as of the first full pay period after the date of Board approval of this Agreement:

Hours Worked Compensation:

Effective:	<u>10/4/20</u>	<u>10/3/21</u>	<u>10/2/22</u>
1-4 Hours	\$162.93	\$169.45	\$176.23
5-9 Hours	\$364.73	\$379.32	\$394.49
10-14 Hours	\$567.36	\$590.05	\$613.66

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 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.

22.3 STAFF WELLNES

Effective January 1, 2022, all newly hired bargaining unit employees hired on or after that date shall be provided annual medical examinations. Examinations will be paid for by the County. When possible, personnel will schedule medical examination(s) during on duty hours. If outside of duty hours, personnel will be compensated at their base hourly rate for a period of up to three (3) hours' duration.

Bargaining unit employees hired prior to January 1, 2022 shall not be required to take annual medical examinations.

22.4 The parties agree that the County's changes to the County's Safety Manual to address COVID-19 vaccinations will be addressed through impact bargaining.

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 (30th) day of September 2020, 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.
- 31.4 Any notice to be given under this Agreement shall be given by electronic, registered or certified mail or hand delivery. If given by the Union, it shall be addressed to the Human Resource Director or designee, 450 E. South Street, Orlando FL; 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, with a copy sent electronically to b.cechowski@floridastatefop.org.

ATTACHMENT 1

REQUEST TO INITIATE DISCIPLINE DISPUTE RESOLUTION PROCESS

I, _____, (ID# _____) hereby voluntarily initiate the Discipline Dispute Resolution Process (DDRP). I understand that a meeting to discuss the resolution of allegations and charges will not be scheduled until this request is received and approved by the Management Representative

I, hereby acknowledge that I read and understand my rights and privileges as set forth in Florida Statutes 112.532, the Officer's Bill of Rights, and agree to proceed with the DDRP.

I also hereby voluntarily agree to toll the running of the limitations period for concluding an internal affairs investigation and disciplinary actions set forth in Florida Statute 112 while negotiations conducted pursuant to the DDRP engaging in the DDRP.

Employee's Signature

Date

Phone number Employee can be reached at: _____

Name of I.A. Officer or PDH Notice Author

Tracking Number

Authorization to proceed using the DDRP by the Management Representative:

Approved _____ Denied _____

Management Representative

Date

Original to: Management Representative
Copy to: I.A. Officer or PDH Notice Author

THIS WRITTEN AND SIGNED REQUEST MUST BE DELIVERED BY HAND DELIVERY,
OR AS AN ATTACHMENT TO AN EMAIL.

ATTACHMENT 2

AGREEMENT PURSUANT TO DISCIPLINE DISPUTE RESOLUTION PROCESS

WHEREAS, _____, hereinafter referred to as the "Employee," submitted a written Request to Initiate Discipline Dispute Resolution Process ("DDRP"), and

WHEREAS, the Orange County Corrections Department, by and through its Management Representative, granted Employee's request and met with the Employee to discuss a possible resolution to the allegations and charges, and

WHEREAS, the Employee and the OCCD, hereinafter collectively referred to as "Parties," recognize that there are mutual benefits to resolving this matter without engaging in further investigation or disciplinary proceedings, including but not limited to, affording prompt resolution to the allegations and charges, minimizing the expenses incurred by the Department that may result from lengthy investigations and disciplinary proceedings, and promoting Department efficiency, and

WHEREAS, the Employee had ample time to consult with a representative of his/her choice prior to agreeing to the terms of this Agreement, and

NOW THEREFORE, the parties acknowledge and agree to the following:

1. The Employee engaged in the conduct briefly described below:

2. Based on the conduct set forth above, the Employee committed the following policy violation(s):

3. The parties mutually agree that an appropriate penalty for the policy violation(s) set forth in paragraph 2 above consists of the following:

- ☐ Verbal Warning - Officially Documented
- ☐ Written Reprimand
- ☐ Suspension # of hours _____

4. In exchange for the Employee's acknowledgements and agreements above, the Department agrees not to pursue further investigation or discipline relating to the conduct above. By signing this agreement, however, the Employee fully understands that he/she may be a witness to the same

or similar allegations against other members and will be required to participate in those investigations. In the event that there is an ongoing investigation involving other members, the Employee further understands that Florida Statute 112.533(4) prohibits him/her from willfully disclosing any information obtained pursuant to the Department's confidential internal investigation until the proceeding becomes a public record. Nothing in this Agreement should be construed to preclude the Department from initiating an investigation against the Employee into additional charges or allegations based on facts learned through ongoing investigations involving other employees.

5. The Employee expressly waives all grievance, appeals, or lawsuits pursuant to policy or law, including contractual grievances and actions initiated pursuant to Florida Statute Chapter 112, concerning the allegations and any investigation leading to this Agreement, as well as any discipline imposed through this Agreement.

6. Nothing discussed at any meeting leading up to or resulting in this Agreement shall be binding upon any party unless specifically included in this Agreement.

7. This Agreement shall not establish binding precedent on the Department in other cases.

The parties hereto knowingly and voluntarily execute this Agreement, as follows:

Employee's Signature

Date

Management Representative's Signature

Date

Original: Personnel File

Copy to: Deputy Chief

Human Resources

Employee

Employee's Representative

FOP