



Memorandum

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
The Jerry B. Haddock Lodge #86 of The Fraternal Order of Police (FOP) Bargaining Unit Reopener Agreement – Article 13 – Employee Disciplinary Procedures, Article 14 – Grievance and Arbitration Procedures, Article 15 – Promotions, Article 24 – Holidays, Article 27 – Wages for Fiscal Years 2021-22, Article 31 – Safety, and Health and Article 45 – Duration of Agreement

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

The Jerry B. Haddock Lodge #86 (A-Unit) of The Fraternal Order of Police (FOP) represents a bargaining unit comprised of all employees of the Orange County Corrections Department in the job classifications of Correctional Officer, Correctional Corporal, Correctional Sergeant, and Classification Officer. The County's negotiation team and the FOP have reached concurrence on Article 13 – Employee Disciplinary Procedures, Article 14 – Grievance and Arbitration Procedures, Article 15 – Promotions, Article 24 – Holidays, Article 27 – Wages for Fiscal Years 2021-22, Article 31 – Safety and Health, and Article 45 – Duration of Agreement. This Agreement was successfully ratified by union membership on August 26 and 27, 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 safety and health, grievance, arbitration, and promotional articles.

For Fiscal Year 2021-22, effective October 3, 2021, 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. 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 the approval by the Board.

Action Requested: Approval of Agreement between Orange County, Florida and The Jerry B. Haddock Lodge #86 of The Fraternal Order of Police, F.O.P Lodge # 86 (A-Unit) Fiscal Years 2020-21 through 2022-23 FY 21 Re-opened Articles, Article 13 – Employee Disciplinary Procedures, Article 14 – Grievance and Arbitration Procedures, Article 15 – Promotions, Article 24 – Holidays, Article 27 - Wages for Fiscal Years 2021-22, Article 31 – Safety and Health, and Article 45 – Duration of Agreement.

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

8-27-21

Dear Mr. Mandel:

The Fraternal Order of Police, Jerry B. Haddock Lodge 86 held its ratification on August 26, 2021 and August 27, 2021.

It is with great pleasure that I would like to inform you that the County COVID-19 Vaccination Agreement and the TA Collective Bargaining Articles were overwhelmingly ratified by the bargaining unit membership.

I would like to thank you and your team for good harmonious working relationship.

If you have any questions, please contact me.

Sincerely,

George F. Hachigian

George F. Hachigian
Director of Labor Services
Fraternal Order of Police
Jerry B. Haddock Lodge 86
321-305-3318
George.hachigian@fop86.com

BCC Mtg. Date: September 28, 2021

AGREEMENT BETWEEN

ORANGE COUNTY, FLORIDA



AND

**THE JERRY B. HADDOCK LODGE #86 OF
THE FRATERNAL ORDER OF POLICE,**

F.O.P Lodge #86

(A-UNIT)



FISCAL YEARS

2020-21 THROUGH 2022-23

FY 21 Re-opened Articles

ARTICLE 13
EMPLOYEE DISCIPLINARY PROCEDURES

13.1 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 Policies and Operational Regulations Manual. Disciplinary action or measure for any transgression of same shall include only the following:

- Verbal Warning (officially documented)
- Written Reprimand
- Suspension
- Demotion (Reassignment)
- Transfer (in accordance with Article 13.10)
- Termination

If a bargaining unit employee is suspended without pay, management shall have the option to deduct personal leave hours from the employee's accrued leave account equal to the length of the imposed suspension in lieu of relieving the employee from duty. Additional hours beyond the regularly scheduled work hours may not be worked during the pay period that includes a suspension, unless authorized by a Captain (or equivalent) or above.

This Article shall not apply to counseling and/or instruction, which shall be listed separately from any disciplinary action on any notice of discipline. 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.

13.2 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, 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.

13.3 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.

13.4 INVESTIGATION PROCEDURES

All administrative investigations of any bargaining unit employee will be conducted in accordance with Orange County Policy Manual and Operational Regulations, or Department Administrative Orders, and all applicable Florida Statutes (including the Law Enforcement Officers/Corrections Officers Bill of Rights Section 112.531, et seq., Fla. Stat. as may be amended) and due process rights.

All notices or letters announcing the possibility of discipline and/or informing the employee of a Pre-Determination Hearing ("PDH") shall be in one of the two following forms:

Based upon the above information, I am considering disciplinary action.
However, we do not anticipate termination at this time.

or

Based upon the above information, I am considering disciplinary action up to and including termination.

The Corrections Department will attempt to prioritize investigations in which the employee has been placed in "no inmate contact" status during the investigation.

13.5 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-CJS&T Commission regulations and Chapter 943, Fla. Stat. Upon completion of the investigation, the file shall be marked in accordance with FDLE-CJS&T Commission Affidavit of Separation Form.

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-CJS&T Commission has been notified or if the investigation has been forwarded to the FDLE-CJS&T Commission.

Verbal resignations will be accepted as valid and sufficient notification by an employee of his/her intention to resign.

13.6 PROBATIONARY STATUS

Corrections Officers who are not Florida State certified corrections officers at their time of initial hire shall be on new-hire probation for sixteen (16) months from their date of hire. Bargaining unit employees who are Florida State certified corrections officers at the time of their initial hire shall serve a new-hire probationary period of one (1) year from their date of hire. 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.

13.7 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 charges must contain specific details about the conduct as being wrong and must allege facts, actions or inactions. The charge of "insubordination" must include the actual order, directive, and/or instruction given to the employee to which the employee failed to comply.

13.8 CONDITIONS OF INVESTIGATION

Whenever an employee is under investigation or subject to interrogation by the County for any reason that could lead to disciplinary action, such investigation and/or interrogation shall be conducted in accordance with the Law Enforcement Officers/Corrections Officers Bill of Rights Section 112.531, et seq., Fla. Stat., and under the following conditions:

- A. The employee may have either his counsel or union representative(s), or both, present during all phases of any investigation by the County, unless there is a conflict of interest because the union representative(s) chosen is involved in the discipline of the employee being investigated. In such circumstances the union shall provide another union representative(s).
- B. No public statements concerning any ongoing investigation, other than a statement that an investigation is ongoing, shall be made by County until the completion of any grievance and of any imposed discipline unless the County is required to make such statement pursuant to applicable law.
- C. Findings of the internal investigation shall be reported only as "sustained" (guilty as charged), "not sustained" (not guilty), "unfounded" (without merit) or "exonerated" (act was legal). No other terminology may be used by the Department.

13.9 DISCIPLINE SHALL BE JUST, 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. An employee's prior discipline history, or lack of such history, the seriousness of the offense, and any mitigating or aggravating factors will be important factors in determining the level and progression of discipline. 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.

13.10 TRANSFER IS NOT NORMALLY AVAILABLE AS DISCIPLINE

The County and the Union agree that the County shall not normally transfer employees as a disciplinary action, except in those instances where such transfer is necessary to maintain the good working order of the department or as a change of work assignment due to a reassignment (demotion) for disciplinary purposes. In such cases, the County may require the transferred employee to remain in the new work assignment for a period not greater than twelve months; however, the Department may consider a request by the employee to bid for a job on a different shift where reasonable.

Bargaining unit employees may be temporarily transferred or reassigned pending an investigation.

13.11 ACCESS TO AUDIO/VIDEO RECORDINGS

Any bargaining unit employee required to submit a report or statement regarding a use of force shall be afforded a reasonable opportunity, upon his/her request, to review any recording of the use of force incident before submitting the report or statement. However, the request to review the recording shall not relieve the employee of the responsibility of submitting the report or statement within established time limits.

If an incident has been recorded, and the audio/video is not available for the employee to review at the time that his/her report or statement regarding the incident is submitted, the employee may submit a supplemental report or statement, after reviewing the recording, by the end of their shift.

13.12 ARREST/RELIEF OF DUTY

An employee who is arrested or charged with a crime shall be automatically relieved of duty with pay, or may be relieved of duty without pay if the arrest or charges is for a felony pending criminal investigation or prosecution. Normally, within ten (10) working days, a predetermination hearing will occur to afford the employee the opportunity to explain the circumstances surrounding the arrest or charge and for management to make a determination as to the employee's status. If the employee is relieved of duty with pay, and they and/or their representative request to delay the predetermination hearing for any reason, the employee shall be placed in a relief of duty without pay status pending the

predetermination hearing.

In cases where the predetermination hearing is not held within ten (10) working days, if the employee has been automatically relieved of duty without pay, a post relief of duty status hearing will be held within ten (10) working days of the arrest to determine if the no pay status shall continue. If the employee (or his/her representative) is unable to attend the status hearing for any reason, the no pay status shall continue until such hearing is able to be held.

13.13 PROSPECTIVE SUSPENSIONS OF CERTIFICATIONS

If the Criminal Justice Standards and Training Commission imposes a "Prospective Suspension" of a bargaining unit member's certification, the bargaining unit member shall be suspended without pay for the duration of the "Prospective Suspension," but shall be afforded the opportunity to use accrued personal leave to offset the suspension without pay.

13.14 DISCIPLINE DISPUTE RESOLUTION PROCESS

The Discipline Dispute Resolution Process is designed to resolve violation(s) other than Moral Character violation(s) where the bargaining unit member is willing to accept responsibility and discipline for committing the violation(s) in lieu of an internal affairs investigation being conducted. The Discipline Dispute Resolution Process is set forth in Appendix C.

ARTICLE 14
GRIEVANCE AND ARBITRATION PROCEDURES

14.1 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.

14.2 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 be filed only by designated individuals once authorized by the FOP President. Union class grievances and terminations 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 Employer 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 filed 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.

14.3 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 step of 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 form provided by the Corrections Human Resources Service Center, which shall be provided to the grievant upon request. 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, a working day shall be defined as Monday through Friday, excluding County recognized holidays. 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. Alternately, grievances may be presented or advanced by electronic mail delivery during the hours of 8:00 a.m. until 5:00 p.m., Monday through Friday, except holidays hereunder, to a designated County official.
- 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.
- I. The County will recognize only the Union President or his/her designees as speaking on behalf of or binding the Union and/or the bargaining unit in grievances.

14.4 STEP ONE

An aggrieved employee or the Union shall present the grievance in writing to a Corrections Human Resources representative 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 Corrections Human Resources representative shall forward a copy of the grievance to the designated Corrections Division manager. In the event a grievance is filed by an individual Bargaining Unit member without Union involvement, the Corrections Division manager shall provide a copy of the grievance to the Union President via electronic mail to Board@FOP86.com. The Corrections Division Manager or designee shall conduct 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 Corrections Division manager or designee will make a decision and communicate it in writing to the grievant, the Union President and the Human Resources Director on the prescribed form within ten (10) working days after the meeting date.

14.5 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 conduct 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 Corrections Human Resources Center staff 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.

14.6 STEP THREE

If the grievance is not fully resolved in Step Two, the Corrections Human Resources Service Center 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 County 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 predetermination hearing and then 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 be entitled to the grievance process up to and including Step Three.

Written reprimands cannot be advanced past Step Three.

14.7 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 Human Resource Director or designee, by hand delivery, registered or certified mail, or express mail carrier 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) working days of such notice, the Union and/or grievant shall request by a letter to 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. Each party may request a second FMCS panel provided the requesting party shall assume the cost of the panel. Within five (5) working days after receipt of the list of arbitrators, Union and Employer shall meet to strike names. The Union and Employer 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 Employer and Union will alternate in the right to first strike names in successive arbitrations.

14.8 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. 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 settlement or other resolution of any grievance resulting in 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 15 PROMOTIONS

15.1 PROMOTIONAL PROCEDURES AND STANDARDS

It is the policy of the Orange County Board of County Commissioners to give priority to current employees of the Orange County Corrections Department before considering applicants from other parts of the County or from the general public.

All promotions shall be made in accordance with this Agreement. Not less than once every twenty-four (24) months or as needed, the County shall provide tests to determine the ranking of eligible persons for vacancies in the ranks of corporals and sergeants. No person outside the bargaining unit shall be given any job acting as a corporal or sergeant.

15.2 TESTING

The County shall establish and utilize a testing process for the promotion to corporal and sergeant. The testing process shall either be developed by an outside independent contractor preferably with expertise in the field of corrections, must be approved by the County Human Resources Department or its designee, and include input from, the Union, or shall be a process agreed to in writing between the County and the Union such as the current process map.

15.3 ELIGIBILITY

- A. In the event of an opening for sergeant or corporal and there are former sergeants or corporals in lay-off status and working as correctional officers, they shall first be placed in such vacant sergeant or corporal positions, as the case may be, in accordance with the seniority provision contained elsewhere here in Article 15.
- B. If there are remaining sergeant or corporal positions to be filled, the test required hereby shall be given if no then current promotional list exists.
- C. Any Correctional Officer or Classification Officer in good standing, who has been employed for at least three (3) years as a certified Correctional Officer or certified Classification Officer with the Department shall be eligible to take the promotional exam for corporal. Any corporal in good standing who has been currently employed as a corporal for at least two (2) years with the Department shall be eligible to take the promotional exam for sergeant.

15.4 GOOD STANDING DEFINED

For purpose of this Agreement, good standing shall mean any bargaining unit member who has not received during the previous twelve (12) months either a performance evaluation with any rating of below standard or disciplinary action above a written reprimand.

15.5 ADMINISTRATION OF TESTS

- A. County will administer tests for corporal and sergeant, such that there exists a current promotional list.
- B. County shall, not less than forty-five (45) calendar days prior to conducting such tests, announce at least the following:
 - 1. Date, time and place of the test
 - 2. Method of scoring
 - 3. Areas covered by the test
 - 4. Sources from which examination questions are drawn (a master set of source material will be maintained in the Department's Training Section Library or electronically, for review by staff, Union and all applicants)
 - 5. Sign up dates (sign up shall occur not less than thirty (30) calendar days prior to the tests being given and shall be open for not less than fifteen (15) working days)
 - 6. Provide a list of appropriate reference materials.

The County shall be allowed to correct the announcement within the first fifteen (15) calendar days of posting without adjustment of the above time frames.

- C. The Department shall re-post vacant Corporals and Sergeants positions that the Department intends to fill, but that have remained vacant for a period of time exceeding forty-five (45) calendar days after initial posting, before filling those open positions with probationary Corporals and Sergeants.

15.6 COMPILATION OF PROMOTIONAL LISTS

Subsequent to the tests being given and scored, the results shall be ranked from highest score to lowest score. Once certified by the Department, these promotional lists shall be the only lists from which promotions shall be made to corporal or sergeant, until such lists are replaced by new lists created pursuant to these same provisions.

The Department shall post copies of these lists in all appropriate venues and shall make a copy available concurrently to Union.

Objections to ranking and/or eligibility on the lists must be made within ten (10) working days of posting or such objections are deemed waived.

Lists so created shall be dated as of the date posted and shall be effective for not more than twenty-four (24) months, unless depleted earlier. The new list will become effective

upon the depletion or the conclusion of the previous list.

15.7 SELECTION OF PROMOTIONAL CANDIDATES

The County shall fill all vacancies for the post of corporal or sergeant from the promotional eligibility lists. In making promotions, the County shall select from the list for corporal or sergeant that have remained in good standing, as the case may be, from the top three ranked and eligible persons; then from the next top ten ranked and eligible persons, then start the rotation anew. The eligibility lists shall be adjusted after each selection to move all names below a selected name up, such that no vacancies occur between names on the lists. Candidates who fail to remain in good standing shall be removed from the current promotional eligibility list and shall be required to complete the testing process in a subsequent test process to be again eligible for the list.

- 15.8 The County shall promote employees to fill Classification Officer vacancies in accordance with the provisions herein; provided, however, nothing prevents the County from hiring employees from outside the County to fill Classification Officer vacancies.

ARTICLE 24 HOLIDAYS

24.1 HOLIDAYS

The following shall be recognized as paid holidays:

New Year's Day
Martin Luther King Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day
Floating Holiday

The Floating Holiday may be used at the employee's discretion with supervisory approval after satisfactory completion of six consecutive months of employment.

A holiday that occurs on a Saturday or Sunday will be observed the preceding Friday or following Monday respectively, for all employees who are assigned to a 40-hr workweek. Holidays for all other bargaining unit employees will be observed on the actual day of the holiday.

If a holiday is observed on a day that is a regularly scheduled workday for a non-exempt employee, he/she may receive either an alternate day off as a substitute holiday or receive additional pay during the same pay period, at the Department's discretion.

Non-exempt employees working on a designated holiday will receive pay for hours actually worked at a rate of 1½ times the regular hourly rate of pay. Employees may be required, upon at least forty-eight (48) hours prior notice, to use a "holiday taken" on a holiday that they would have otherwise been scheduled to work.

Employees on personal, term or sick leave during periods when officially designated holidays occur do not have the day of the holiday charged against accrued leave and holiday pay will be received.

24.2 OPERATIONAL GUIDELINES

- A. Floating holidays must be used within the calendar year and may not be accrued.
- B. Employees must be on the active payroll on the date of the holiday to receive holiday pay.

- C. Part time employees are paid for the official holiday when the holiday falls on a day which the employee would be scheduled to work.
- D. Holiday pay is paid at the employee's regular rate of pay and for the number of hours normally scheduled on the workday.
- E. Employees receiving workers' compensation are eligible for the amount of holiday pay which will supplement the workers' compensation benefit up to the amount that would be payable if the employee were present for a normal workweek.

ARTICLE 27

WAGES

27.1 WAGE INCREASES

- A. Effective October 4, 2020, all eligible bargaining unit employees employed under this Agreement on the active payroll shall receive a minimum of a 4% wage increase. This will be accomplished by adding 4% to the base pay of Classification Officers, not to exceed the maximum of their pay range. Any portion of the 4% increase that exceeds the maximum of their pay range will be paid in a one-time lump sum payment not added to their base wages. All other bargaining unit employees shall be slotted in the adjusted Fiscal Year 2020-21 Step Pay Plans provided in the Appendix at their current step in the Fiscal year 2019-20 Step Pay Plans. The Step Pay Plans, as provided in the Appendix, have been adjusted by a minimum of 4%. There will be no step movement for Fiscal Year 2020-21.

Retroactivity will occur only to those active employees under this Agreement as of the first full pay period after the date of Board approval of this Agreement. The retroactive portion of the base wage increase will be paid in a lump sum to those employees in the bargaining unit as of October 4, 2020 and continuing to be in the bargaining unit, on active payroll in this bargaining unit (rank-and-file unit) upon implementation. This retroactive portion of the base wage increase 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 prior to implementation by the appropriate percentage as outlined.

- B. For Fiscal Year 2021-22, all eligible bargaining unit employees employed under this Agreement on the active payroll shall receive a minimum of a 4% wage increase. This will be accomplished by adding 4% to the base pay of Classification Officers, not to exceed the maximum of their pay range. Any portion of the 4% increase that exceeds the maximum of their pay range will be paid in a one-time lump sum payment not added to their base wages. All other bargaining unit employees shall be slotted in the adjusted Fiscal Year 2021-22 Step Pay Plans provided in the Appendix at their current step in the Fiscal year 2020-21 Step Pay Plans. The Step Pay Plans, as provided in the Appendix, have been adjusted by a minimum of 4%. There will be no step movement for Fiscal Year 2021-22. If the Agreement is ratified by the bargaining unit employees before October 3, 2021, retroactive wages will be paid. If the Agreement is ratified by the bargaining unit employees on or after October 3, 2021, there will be no retroactive wages paid. In such instance, the wage increase will be paid prospectively only, effective the first full pay period following the approval of the Agreement by the County (Board of County Commissioners).

- C. For Fiscal Year 2022-23 wage increases, if any shall be determined through reopener negotiations.
- D. Increases for any Fiscal Year after Fiscal Year 2022-23 shall be determined through the collective bargaining process.
- E. New employees will be hired at the starting rate of pay for each position; however, a prospective new employee who has up to ten (10) years of actual experience in a related position may be hired at a rate of pay two (2) steps below the step occupied by existing employees with the same number of years of experience as the prospective new employee.
- F. Individuals hired as Correctional Officers who have not attained State certification as a correctional officer shall be paid five percent (5%) less than the first step of the applicable pay plan. However, the County shall have the right to offer signing incentives in order to recruit new employees. Correctional Officers who have not attained State certification as a correctional officer shall be moved to first step of the applicable pay plan at the beginning of the first full pay period after the Department is officially notified that the Correctional Officer has attained State certification as a correctional officer.
- G. Upon receipt of an unsatisfactory performance evaluation the employee may discuss the unsatisfactory performance evaluation with the department manager or designee within ten (10) working days of receipt of the performance evaluation. The decision rendered by the department manager or designee shall be considered final and shall not be subject to the Grievance and Arbitration Procedure of this Agreement.

27.2 ANNIVERSARY DATE

An employee's anniversary date is established based on the most recent date of hire or date of promotion. The anniversary date will occur on the same date of the first day of the pay period immediately following the anniversary date each sequential year. If an employee receives a promotion, a new anniversary date will be established based on the effective date of the promotion.

27.3 FIELD TRAINING OFFICER PAY

The County shall provide an incentive of \$2.00 per hour to employees assigned as a Field Training Officer for each employee he/she is assigned to train. An employee shall only be eligible for this incentive payment when assigned and working as a Field Training Officer. No incentive compensation under this Article or otherwise shall be paid to or received by any Correctional Officer who for any reason related to work performance or otherwise ceases to perform Field Training Officer duties or functions.

27.4 MASTER CORRECTIONAL OFFICER

County shall provide an incentive of \$0.50 per hour to employees assigned as a Master Correctional Officer. No incentive compensation under this Article or otherwise shall be paid to or received by any Correctional Officer who for any reason related to work performance or otherwise ceases to perform Master Correctional Officer duties or functions.

27.5 PROMOTION TO CORPORAL OR SERGEANT

Any Officer accepting promotion to the rank of Corporal or Sergeant shall have their wages increased to the lowest step resulting in an increase of at least 7.5%.

ARTICLE 31 SAFETY AND HEALTH

31.1 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.

31.2 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.

31.3 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 President 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.

31.4 SAFETY FOOTWEAR

Bargaining Unit members desiring additional foot protection shall be permitted to wear steel-toe or composite 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.

31.5 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 in accordance with Department policy.

31.6 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.

31.7 RADIOS

Radios shall be supplied in all areas where Bargaining Unit members are posted to interact with inmates. Every post to which bargaining unit employees are assigned shall have a number of working radios equal to the number of employees assigned to the post.

31.8 MINIMUM STAFFING

Minimum Staffing standards shall be met in accordance with Department Administrative Orders. Emergency situations may necessitate temporary deviation from this standard. The County agrees that, during the term of this Agreement, the County will conduct an objective analysis of appropriate staffing levels.

- 31.9 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.

31.10 The medical examinations shall consist of the following:

- A. Physical examination by physician and review of medical history
- B. Height, weight, blood pressure & pulse

- C. Urinalysis – Chemstrip
 - D. Pulmonary Function Test (Spirometry)
 - E. Hepatitis B Antigen Screening (HBSAG)
 - F. Hepatitis C Screening (HEPCG)
 - G. TB testing (PPD)
 - H. Lipid Profile
 - I. HEMGPD
 - J. Complete Metabolic Panel (CMET Panel)
 - K. Resting Electrocardiogram every year for individuals under age 40
 - L. Stress Electrocardiogram every two year for individuals over age 40; Resting Electrocardiogram in off years.
- 31.11 The primary purpose of this program is to identify and inform personnel of any possible health risks. Employees will be notified of any abnormal finding(s) requiring medical follow up. All follow up medical appointments be at the cost of the employee, through their own medical healthcare provider.
- 31.12 The annual medical examination process will begin January 2022 and will be scheduled during the birth month of the employee.

ARTICLE 45
DURATION OF AGREEMENT

- 45.1 This Agreement shall commence the first full pay period after Board approval, except as otherwise provided herein. This Agreement shall thereafter continue in full force and effect until midnight on the thirtieth (30th) day of September 2023, when it shall terminate. Upon its expiration, this Agreement shall automatically be renewed from year to year unless either party notifies the other in writing by the first Monday of February 2023 that it desires to renegotiate this Agreement.
- 45.2 The Union and Employer agree to re-open any Article of the Agreement when there is Federal or State Legislation enacted that has an adverse impact on the Employer's ability to pay benefits contained in the Agreement. The Union and the County further agree to reopen Article 27 – Wages and up to 2 additional articles each for FY 2021-22 and FY 2022-23. No other re-opener is contemplated.
- 45.3 Any notice to be given under this Agreement shall be given by electronic or hand delivery or express mail carrier. If given by the Union, it shall be addressed to the Human Resource Director or designee, 450 E. South Street, Orlando, FL 32801; and such notice given by the County shall be addressed to the Union President, 5505 S Hansel Ave Orlando, FL 32809, with a copy sent electronically to the FOP at board@fop86.com.

APPENDIX A- FISCAL YEAR 2020-21

**ORANGE COUNTY/BCC
F.O.P. POSITIONS/PAY GRADES**

Job Title	Job Code	Pay Grade	Hourly Minimum	Hourly Maximum	Annual Minimum	Annual Maximum	Annual Hours
Non-Certified Correctional Officer	2731	550	\$18.29	-	\$38,043.20	\$38,043.20	2,080
Correctional Officer	2752	552	\$19.25	\$31.54	\$42,735.00	\$70,018.80	2,220
Correctional Corporal	2751	554	\$22.57	\$35.58	\$50,105.40	\$78,987.60	2,220
Correctional Sergeant	2765	556	\$24.95	\$39.30	\$55,389.00	\$87,246.00	2,220

APPENDIX A- FISCAL YEAR 2021-22

**ORANGE COUNTY/BCC
F.O.P. POSITIONS/PAY GRADES**

Job Title	Job Code	Pay Grade	Hourly Minimum	Hourly Maximum	Annual Minimum	Annual Maximum	Annual Hours
Non-Certified Correctional Officer	2731	550	\$19.03	-	\$39,582.40		2,080
Correctional Officer	2752	552	\$20.02	\$32.81	\$44,444.40	\$72,838.20	2,220
Correctional Corporal	2751	554	\$23.48	\$37.01	\$52,125.60	\$82,162.20	2,220
Correctional Sergeant	2765	556	\$25.95	\$40.88	\$57,609	\$90,753.60	2,220

APPENDIX A - FISCAL YEAR 2020-21

**ORANGE COUNTY/BCC
F.O.P. STEPS**

Step	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26
552	19.25	19.63	20.01	20.41	20.82	21.24	21.66	22.08	22.54	22.99	23.42	23.89	24.38	24.87	25.37	25.89	26.41	26.91	27.46	27.99	28.57	29.14	29.71	30.32	30.92	31.52
554	22.57	23.02	23.47	23.92	24.40	24.89	25.40	25.91	26.43	26.96	27.49	28.02	28.60	29.17	29.76	30.36	30.96	31.57	32.22	32.87	33.51	34.19	34.86	35.58	X	
556	24.95	25.44	25.94	26.45	26.98	27.51	28.07	28.62	29.20	29.77	30.38	31.00	31.61	32.24	32.90	33.54	34.22	34.92	35.60	36.31	37.35	37.79	38.54	39.30	X	

APPENDIX A - FISCAL YEAR 2021-22

**ORANGE COUNTY/BCC
F.O.P. STEPS**

Step	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26
552	20.02	20.42	20.81	21.23	21.66	22.09	22.53	22.97	23.45	23.91	24.36	24.85	25.36	25.87	26.39	26.93	27.47	27.99	28.56	29.11	29.72	30.31	30.90	31.54	32.16	32.81
554	23.48	23.94	24.41	24.88	25.38	25.89	26.42	26.95	27.48	28.04	28.58	29.14	29.75	30.34	30.95	31.58	32.20	32.84	33.51	34.18	34.85	35.56	36.26	37.01	X	X
556	25.95	26.46	26.98	27.51	28.06	28.61	29.20	29.77	30.37	30.98	31.60	32.24	32.88	33.53	34.22	34.88	35.59	36.32	37.03	37.77	38.85	39.30	40.00	40.88	X	X

APPENDIX A - FISCAL YEAR 2020-21

**ORANGE COUNTY/BCC
F.O.P. SALARY RANGE**

Classification Officer
Pay Grade 553
(\$20.30 - \$32.32)

Grade	Min/Hour	Max/Hour	Min/Annual	Max/Annual
553	\$20.30	\$32.32	\$42,224	\$67,225.60

**APPENDIX A - FISCAL YEAR 2021-22
ORANGE COUNTY/BCC
F.O.P. SALARY RANGE**

Classification Officer
Pay Grade 553
(\$21.12 - \$33.62)

Grade	Min/Hour	Max/Hour	Min/Annual	Max/Annual
553	21.12	33.62	43,929.60	\$69,929.60

Appendix C

Discipline Dispute Resolution Process

The Discipline Dispute Resolution Process (“DDRP”) is designed to resolve violation(s) other than Moral Character violation(s) where the bargaining unit employee is willing to accept responsibility and discipline for committing the violation(s) in lieu of an internal affairs investigation or a Pre-Determination Hearing (“PDH”) being conducted. The following process shall apply:

1. An employee who desires to utilize the DDRP shall submit a written request using the “Request to Initiate Dispute Resolution Process” form (**Attachment 1**) to invoke the process. The written request shall be submitted no later than 72 hours after the employee’s receipt of either the notice of charges if an internal affairs investigation is being conducted or the PDH notice if no internal affairs investigation is being conducted. The written request must be delivered directly to the employee’s Department Manager or Assistant Manager who will serve as the Department’s Management Representative (“MR”) with a copy delivered to the individual who signed the notice of charges or PDH notice. Delivery must be made by email or hand-delivery. The written request must include a signed waiver tolling the limitations period specified in Florida Statute 112.532(6), Police Officer, Correctional Officer Bill of Rights.
2. Upon receipt to the Request to Initiate Dispute Resolution Process, the MR will inform the employee in writing whether the employee’s request is granted or denied. Nothing herein requires the MR to grant the employee’s request. If denied, the internal affairs investigation or PDH shall proceed.
3. The MR shall meet with the employee no later than ten (10) business days (Monday through Friday) following receipt of the employee’s written request is received by the MR, unless the MR postpones the meeting or denies the member’s request for a meeting. The purpose of the meeting is to discuss potential discipline and administrative charges and to determine if a proposed consensus can be reached on the appropriate charge and discipline, if any.
4. The employee initiating the DDPR must attend the meeting with the MR. The employee’s representative and/or counsel may also attend at the employee’s request. Any other person deemed necessary by the MR may also attend the meeting.
5. In determining the appropriate discipline, the MR shall consider the employee’s disciplinary history and shall use the County’s Corrective Action Guide as guidance.
6. If the parties reach a consensus on the appropriate charge and discipline, the consensus will be reduced to writing by the MR using the “Agreement Pursuant To

Dispute Resolution Process” form (**Attachment 2**). If they approve of the agreement, both the employee and the MR shall sign the agreement. The approved agreement shall be implemented within fifteen (15) days of the signing of the agreement by the MR, and the investigation and disciplinary process as to the employee will be considered complete. If a consensus is not reached, or if either party does not approve the agreement, the matter will progress as if the DDRP had not been invoked.

7. By signing an agreement reached pursuant to the DDRP, the employee waives all grievances, appeals, and lawsuits pursuant to the collective bargaining agreement (CBA) and/or law concerning the investigation and discipline. Additionally, the Union shall not file a grievance concerning the investigation or discipline resolved through the DDRP. Furthermore, this resolution and any agreement reached between the Department and the member concerning a specific allegation shall not preclude the Department from initiating an investigation into additional charges or allegations based on facts learned through ongoing investigations involving other members.
8. No statements made at any meeting held under the DDRP shall be binding upon any party unless incorporated into a signed agreement. No statements made by any party at the DDRP meeting may be used against that party in any other proceeding except for proceedings regarding the enforcement of an agreement. Any agreement reached under the DDRP shall not establish binding precedent on the County or Union for other employees or in any other cases.

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