# COLLECTIVE BARGAINING AGREEMENT

Between

THE CITY OF OCALA, FLORIDA

And

FLORIDA STATE LODGE, FRATERNAL ORDER OF POLICE

(Police Officer)

October 1, 2019 through September 30, 2022

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## ARTICLE 1 RECOGNITION

1.1 The City recognizes the Florida State Lodge, Fraternal Order of Police, as the sole and exclusive bargaining agent in respect to rates of pay, hours and other conditions of employment of the following described unit certified in Case No. RC-88-074 by the Florida Public Employee Relations Commission (PERC):

**INCLUDED:** All full-time sworn employees at the rank of POLICE OFFICER employed by the City.

**EXCLUDED:** All other employees of the City.

1.2 For purposes of this Agreement, the words "employee", "employees" shall hereinafter refer to those persons included in the recognized unit identified in Section 1.1 above.

1.3 For the purposes of this Agreement, wherever the word "Union" is used, it shall be interpreted as the Florida State Lodge, Fraternal Order of Police.

1.4 For purposes of this Agreement, wherever the word "City" is used it shall be interpreted as either the City of Ocala or the Ocala Police Department, or both, as appropriate.

1.5 The City will, via the Union's mailbox, notify the Union of the name of any newly sworn employee within ten (10) days of swearing in by the Department. The Union will provide copies of the Agreement to the City for delivery to each newly sworn employee as soon as possible.

1.6 The use of masculine pronouns in this Agreement is only for the convenience of expression, and such pronouns refer to all employees, regardless of gender.

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## ARTICLE 2 DUES DEDUCTIONS

2.1 Employees shall have the right to become or remain members of the Union, or to withdraw from Union membership at any time.

2.2 Employees may authorize the deductions of Union dues by signing, dating and forwarding to the Commander of Support Operations Bureau a payroll deduction form (Appendix A) provided by the Union.

2.3 Employees may revoke the authorization by signing, dating, and delivering a form (Appendix B) to that effect to the Commander of Operations Bureau, who in turn will forward a copy to the Union's mailbox to the attention of the Union's Ocala Labor Chairman.

2.4 The authorizations provided in Section 2.2 above and the revocations of authorizations provided in Section 2.3 above will be acted upon by the City on the next regularly scheduled pay period following receipt by the City, provided there is at least ten (10) days from receipt to the end of the pay period. If less than ten (10) days, the City will act upon said authorizations/revocations on the next regularly scheduled pay period thereafter.

2.5 The Union will notify the Commander of the Support Operations Bureau as to the amount of regular dues to be deducted, and any changes in dues authorized by the membership, in writing over the signature of an authorized officer of the Union. The Union will so notify the City of any changes in dues at least thirty (30) days in advance of the effective date of such changes.

2.6 The City will deduct regular dues from employees authorizing the same each pay period. In accordance with the established payroll schedule (biweekly), the City will transmit to the FOP or it's designated depository, sent to 242 Office Plaza, Tallahassee, FL 32301 the regular dues deducted with a listing of contributing employees for the pay period. Such transmittals will occur in a timely fashion, but not later than ten (10) days from the specified pay day.

2.7 The Union holds the City harmless from all claims made against the City for deductions of Union dues.

2.8 The City will not assess an administrative fee to the Union for the payroll deduction of dues.

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## ARTICLE 3 PROBATIONARY PERIOD

3.1 Employees under this agreement shall have a probationary period of one (1) year beginning with an employee's date of hire if certified, or beginning with an employee's date of certification if not certified.

3.2 Successful completion of the Field Training Officer Program is among the requirements an employee must meet to complete probation. The City will schedule employees to commence FTOP in sufficient time to permit completion of FTOP during the probationary period. Probationary employees who miss one or more regular duty days while in the FTOP will have their FTOP extended by the number of regular duty days missed.

3.3 Employees who, for any reason, miss ten (10) or more regular duty days during the probationary period will have that probationary period extended by a like number of regular duty days.

3.4 Probationary employees are eligible to receive only the following benefits as applicable under terms specified elsewhere in this Agreement: regular wage rates; shift differentials; meal breaks; overtime pay or compensatory time; holidays including floating holidays after completion of the Department's Field Training Officer Program (FTOP); life insurance; group health insurance on the first day of the month following thirty consecutive days of employment; uniforms and equipment; worker's compensation; and accrual of vacation and sick leave credits during the period of probation, provided that no such vacation or sick leave time may be taken during an employee's first six (6) months or probation; and any other normal benefit an employee would receive.

3.5 Probationary employees shall not have access to the grievance procedure contained in this Agreement with respect to grievances over extension of the probationary period, extension of the Field Training Officer Program and dismissal from employment; or may a grievance be filed on behalf of probationary employees where the probationary employee cannot file a grievance under this Section.

3.6 An employee will be evaluated by his/her immediate superior during the sixth and twelfth months of the probationary period. The decision as to whether the employee has successfully completed probation, or will have his/her probationary period extended beyond normal completion, resides solely with the Chief of Police.

3.7 Employees who are promoted in rank or position shall be employed on probation in that rank or position for a period of six (6) months from the date of promotion, provided that the six-month promotional probationary period will not alter the Department's general requirement that an employee have twelve (12) months service in grade before being eligible for promotion to any new rank or position. Promotional probation shall only be for that rank or position to which an employee is promoted and not the same as an entry level probation as outlined in 3.1 – 3.6.

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## ARTICLE 4 EXTENT AND CONSTRUCTION OF AGREEMENT

4.1 The City will not discontinue any employee rights and privileges provided by City Ordinance or written policy issued by the Chief of Police.

4.2 The City and the Union agree and intend that the City retains unilaterally all powers and prerogatives it possessed prior to Certification of the Union, unless such powers and/or prerogatives are consciously, knowingly, deliberately, specifically, expressly and unambiguously surrendered by the City in this Agreement.

4.3 Such unilateral powers and/or prerogatives of the City are, but not limited to:

4.3.1 To manage the Police Department and exercise sole, exclusive control and discretion over the organization of the Department and the operations thereof;

4.3.2 To determine the purpose and functions of the Department and its constituent divisions and units, and to determine the utilization of technology, including the introduction of new or improved methods or facilities or the changing of existing methods or facilities;

4.3.3 To determine, formulate, adopt, publish, modify, enforce and implement such policies, programs, standards, rules and regulations as are deemed by the City, solely at its discretion, to be necessary for the operation and/or improvement of the Police Department.

4.3.4 To set methods and means of operations, and standards of service to be offered by the Police Department, and to subcontract such operations and services to the extent deemed practical and feasible by the City;

4.3.5 To decide the number, location, design and maintenance of the Department's facilities, supplies, and equipment.

4.3.6 To determine the qualifications of all employees; to select, examine, hire, classify, train, layoff, assign, schedule, retain, transfer, promote, direct and manage all employees; and to establish, disestablish or modify the number, types, grades, and classifications of positions or employees in the Department, provided however, that any such layoff shall be done in inverse order of rank, and where rank is equal, in inverse order of time in rank and where time in rank is equal, in inverse order of time employed in the Department

4.3.7 To maintain discipline of employees, including the sole and exclusive right to make rules and regulations not in conflict with this Agreement, provided however, that any dispute as to whether such rules and regulations conflict with this Agreement shall be subject to the grievance procedure of this Agreement,

provided further that the decision of the Arbitrator with regard to the validity of the rule in question shall be determinative in any future cases involving the validity of the same rule;

4.3.8 To discharge, demote, suspend, or discipline employees for cause provided the provisions of this Agreement are observed. However, probationary employees defined in Article 3.1 may be discharged by the City and said action shall not be subject to the grievance procedure in this Agreement;

4.3.9 To increase, reduce, or change the composition and size of the work force; and

4.3.10 To establish, delete or change the police-related job duties, assignments or job requirements of employees not to include the requirements for promotion contained in Article 31 of this Agreement.

4.4 Whenever it is determined by federal, state, or local government authority that a civil emergency exists (riot, civil disorder, hurricane, etc.), the provisions of this Agreement may be suspended by the Mayor or by the Chief of Police during the time of the declared emergency provided that the wage rates and monetary fringe benefits shall not be suspended. Any grievance arising during the suspension of this Agreement during a civil emergency may be pursued upon termination of the declared emergency.

4.5 It is expressly understood by the parties to this Agreement that the City shall not be deemed to have waived or modified any of the powers or prerogatives reserved by the City under this Article by not exercising said powers or prerogatives either on a particular matter or in a particular manner.

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## ARTICLE 5 PROHIBITED STRIKES AND RELATED ACTIVITIES

5.1 For purposes of this Article, the term "strike" is defined as the concerted failure of employees to report for duty; the concerted absence of employees from their positions; the concerted stoppage of work by employees; the concerted submission of resignations by employees; the concerted abstinence in whole or in part by any group of employees from the full and faithful performance of the duties of employment with the City for the purpose of inducing, influencing, condoning, or coercing a change in the terms and conditions of employment or the rights, privileges, or obligations of such employment or for any other reason; the participation in a deliberate and concerted course of conduct which adversely affects the services of the City; the concerted failure of employees to report for work after the expiration of this Agreement or a succeeding agreement; and picketing in furtherance of a work stoppage regardless of purpose, e.g., picketing in furtherance of a strike in protest of an alleged unfair labor practice or a strike over a dispute not cognizable under the provisions of the grievance procedure contained in this Agreement shall violate this Article.

5.2 The term "strike" shall also mean any overt preparation to engage in the activities prohibited by this Section, including, but not limited to, the establishment of strike funds with regard to the above-listed activities.

5.3 All strikes are prohibited whether they occur before, during or after the term of this Agreement.

5.4 If the Union, or any officer, agent, or representative of the Union engages in a strike, the City may file suit in an appropriate forum to enjoin said strike, and to seek a fine against the Union up to $5,000 for said strike.

5.5 The Union shall be responsible for such fines and damages if it participates, instigates, supports in any manner, authorizes, condones, excuses, ratifies or acquiesces to a strike.

5.6 Any employee who engages in a strike shall be terminated by the City effective with the date of the strike.

5.7 During a strike, any employee who is absent from any portion of his/her work assignment without authorization by the City or who abstains wholly or in part from the full performance of his/her duties will be presumed to have engaged in a strike.

5.8 No employee who participates in such a strike shall be entitled to any daily pay, wages, or any other benefits for the day(s) during which said strike occurs.

5.9 In the event of any grievance by an employee over his/her dismissal for engaging in any of the activities prohibited by this Article, and following due process procedures as outlined in this Agreement and Departmental Directives, the arbitrator shall sustain the dismissal and deny the grievance if the employee engaged in the activities prohibited by this Article.

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## ARTICLE 6 GRIEVANCE PROCEDURE

6.1 For purposes of this Article, a "grievance" is defined as a dispute alleging a specific violation of this Agreement. However, nothing in this agreement shall preclude discussions, between employees and the City's supervisors or managers, to attempt resolution of problems in employment. However, if the problem is a grievance as defined herein, then the employee shall follow the steps and time limits provided in this grievance procedure. For purposes of the time limits provided in this Article, the dispute arises when a decision is made.

6.2 Employees shall follow all written and oral directives even if such directives are allegedly in violation of this Agreement. Compliance with such directives shall not prejudice in any way the employee's right to file a grievance. Employee(s) who refuse to follow directives pending the outcome of a grievance shall be subject to discipline as outlined in Article 7 of this Agreement, unless said directive is known to be a violation of criminal law.

6.3 For purposes of this Article, "working days" are defined as Monday through Friday, excluding any holidays provided in Article 22 of this Agreement should said holidays occur Monday to Friday.

6.4 Every grievance hereunder must specify: (a.) the Article and Section of Article alleged to have been violated; (b.) the alleged conduct violating the Agreement; (c.) the date, time, and place of the alleged conduct; (d.) the identity of the individual(s) committing the alleged conduct; and (e.) the remedy sought for the alleged violation.

6.5 All time limits for filing and further processing of grievances as provided in this Article shall be followed unless mutually extended in writing by the parties to the Agreement. Any grievance not filed or appealed in compliance with said time limits will be deemed settled and shall be foreclosed for all contractual and legal purposes. A grievance not answered within the time limits in this Article shall entitle the aggrieved employee to proceed to the next step.

6.6 Grievances must be signed and dated by an aggrieved employee or the Union Staff Representative of record. Where a grievance is filed as a "class action" on behalf of two or more aggrieved employees, all of whom have common duties, functions and responsibilities and all of whom have the same grounds for action, said grievance will be filed by the Union Staff Representative of record with the lowest level of common supervision among the aggrieved employees. Where a grievance is filed as a "class action" on behalf of any or all employees, no individual employee may file a separate grievance.

6.7 The aggrieved employee(s) may request representation of his/her choosing at any meeting called pursuant to this Article. However, the unavailability of a representative shall not be reason for extending any time limits of this Article, except as provided in Section 6.5 herein. Nothing in this

Agreement shall be construed to prohibit an employee if he/she so chooses from processing his/her own grievance without representation where the adjustment, if any, of said grievance is not inconsistent with the terms of this Agreement.

6.8 All grievances filed by an employee shall be subject to the contractual grievance procedure provided by this Article, unless the employee elects on the grievance form (Appendix C) to use the grievance procedure provided under current Departmental Directives. An employee must elect which procedure he will use when the grievance is filed, and such decision shall be binding.

6.9 All grievances will be filed, investigated, presented, appealed and otherwise processed under this Article during the off-duty hours of the aggrieved employee and the off-duty hours of any Union representative(s), if any, unless prior approval is obtained from the Chief of Police or his designee to do so on-duty, except that for purposes of STEP ONE of the grievance procedure, the employee and his/her immediate supervisor may hold any informal discussion on a grievance while both the employee and the supervisor are on duty, provided further that an employee may hand deliver his/her written grievance at STEP TWO and above to the applicable supervisor(s) during the employee's normal working hours providing doing so does not disrupt normal work productivity.

6.10 The Union hereby indemnifies, defends and holds harmless the City, its officers, officials, agents and employees against any claim, demand, suit or liability and for all legal fees and costs arising from any action taken or not taken by the Union with respect to processing or not processing grievances under this Article.

6.11 Each party and the employee shall bear the full cost of its representation, if any, at all levels of this grievance procedure, including arbitration.

6.12 In STEP TWO and STEP THREE below the aggrieved employee is responsible for personally presenting his/her grievance to the appropriate supervisor and the supervisor is responsible for personally presenting his/her response to the aggrieved employee. Delivery by mail, dropping in a box or basket, etc., will not be sufficient. However, a class action grievance such as referenced in Section 6.6 and is defined as a grievance brought by Union representative(s) on behalf of two or more persons of the same class, all of whom have common duties, functions and responsibilities and all of whom have the same grounds for action may be either hand delivered or delivered certified mail to a specific person. For said "class action" grievance filed by certified mail, the time of deliverance shall be the time of personal receipt of the certified mail.

A class action grievance cannot be instituted where disciplinary action or potential disciplinary action is involved. A class action grievance must:

- Identify the class with particularity,
- Identify the specific nature of the grievance of the class,

- Contain a complete statement of the grievance and facts upon which it is based,
- Contain a specific statement regarding the remedy or correction requested, and
- Identify the section or sections of the Agreement alleged to have been violated,
- Contain two or more names of the aggrieved employees.

When the aggrieved action is taken by a supervisor or managerial employee above the rank of Sergeant, the written grievance shall be filed at that level of supervision. (i.e., if the action was taken by a Captain, the grievance will be filed at STEP TWO; if taken by a Bureau Major, at STEP THREE; and if taken by the Deputy Chief of Police, at STEP FOUR.) However, this does not preclude the employee from having an informal discussion with the supervisor in an attempt to resolve the grievance prior to reducing the grievance to writing.

6.13 STEP ONE -- In the event an employee has a grievance, the aggrieved employee will reduce the grievance to writing and present the grievance to his/her immediate supervisor within seven (7) working days of the incident giving rise to the grievance, or the date on which the employee or Union reasonably should have known of the incident. The immediate supervisor shall have seven (7) working days from the discussion in this Step to respond.

6.14 STEP TWO -- If the aggrieved employee is dissatisfied with the response at STEP ONE or if there has been no timely response at STEP ONE, he/she must reduce his/her grievance to writing and present his/her grievance to his/her Captain within seven (7) working days of the response at STEP ONE, or if no such response within seven (7) working days of the expiration of the response period provided at STEP ONE. The Captain shall have seven (7) working days to respond. If the aggrieved employee has no Captain, the aggrieved employee shall proceed immediately to STEP THREE.

6.15 STEP THREE -- If the aggrieved employee is dissatisfied with the response at STEP TWO, or if there has been no timely response at STEP TWO, he may present his/her grievance to his/her Bureau Major within seven (7) working days of the response at STEP TWO, or if no such response, within seven (7) working days of the expiration of the response period provided at STEP TWO. The Bureau Major shall have seven (7) working days to respond. If the aggrieved employee has no Bureau Major, the aggrieved employee shall proceed immediately to STEP FOUR.

6.16 STEP FOUR --If the aggrieved employee is dissatisfied with the response at STEP THREE, or if there has been no timely response, he may appeal the grievance by presenting it within seven (7) working days of the response at STEP THREE, or if no such response within seven (7) working days of the expiration of the response period provided at STEP THREE, to the Deputy Chief of Police. The Deputy Chief of Police shall have seven (7) working days to respond.

6.17 STEP FIVE -- If the aggrieved employee is dissatisfied with the response at STEP FOUR, or if there has been no timely response, he may appeal the grievance by presenting it within seven (7) working days of the response at STEP FOUR, or if no such response within seven (7) working days of the expiration of the response period provided at STEP FOUR, to the Chief of Police. The Chief of Police shall have seven (7) working days to respond. Decisions of the Chief of Police under this Grievance Procedure will not be overridden except by an arbitrator pursuant to this Article.

6.18 In all the aforementioned STEPS of the grievance process, the stated time periods will be extended by any days that the aggrieved employee or the responding party is away from the work site due to leave, training, or travel.

6.19 ARBITRATION -- If the aggrieved employee is dissatisfied with the response at STEP FIVE, the grievance may be referred by the aggrieved employee to arbitration as hereinafter provided. If the Union is representing the aggrieved employee(s), the Union may choose not to proceed to arbitration based on the merits of the grievance.

6.19.1 The Union or the aggrieved employee shall notify the Chief of Police and the Mayor within seven (7) working days of the response at STEP FIVE of the intent to invoke arbitration, or the grievance shall be considered settled on the basis of the decision at STEP FIVE.

6.19.2 The party wishing to go to arbitration shall notify the Federal Mediation and Conciliation Service and request a list of seven (7) persons who shall not be affiliated with the City or the Union, nor be employees of any Federal or State Agency, to serve as arbitrator. The City and the Union shall each alternately strike three of the persons so named and the seventh or remaining person so named shall be the arbitrator. The party bringing the arbitration shall strike the first name. Either party has the right to reject, entirely, the first panel provided by the Federal Mediation and Conciliation Service.

6.19.3 Unless otherwise mutually agreed by the Union and the City, the arbitrator shall hear only one grievance at a time.

6.19.4 The arbitrator shall have no power to: add to, disregard, subtract from or modify the terms of this Agreement or any amendments hereto; establish or change any wage or wage structure; order any change in City practice which is not in violation of the express provisions of this Agreement; rule in any dispute regarding the standards of service the City chooses to provide; grant relief beyond the termination of this Agreement, nor retroactively prior to the execution date of this Agreement; rule upon any previously decided; consider any grievance not processed in accordance with the time limits of this Article; consider, revise or alter the City's judgment as to what constitutes minimum requirements for (a.) quality and quantity of work, or (b.) good cause for discipline as defined in Article 7, "Discipline"; rule in any dispute as to Agreement formation

or termination; or disregard any principle of construction set forth in this Agreement.

6.19.5 In the event that a transcript of a hearing before an arbitrator is prepared, the party ordering the transcript shall pay the cost thereof. In the event more than one party desires a copy of the transcript, the cost of said transcript will be paid in proportion to the number of parties requesting the transcript. Neither the Union nor the aggrieved employee or anyone acting on his/her behalf shall attempt to avoid the cost of a transcript by requesting a copy of the transcript pursuant to the Public Records Act, or otherwise.

6.19.6 Arbitrator's fees and expenses will be shared equally by the Union and the City as parties to the issue being decided through arbitration.

6.19.7 In the event an employee rather than the Union elects to invoke arbitration, the employee shall deposit in the Registry of the Clerk of the Court for Marion County an amount of money estimated by the arbitrator to be sufficient to cover the arbitrator's fees and expenses. Such deposit shall be promptly forwarded to the arbitrator upon presentation of a bill for such services following the rendering of the arbitrator's decision.

6.19.8 The arbitrator shall render a written decision and opinion to the parties as soon as practicable, but in no event after forty-five (45) calendar days from the submission of post-hearing briefs, if any, or within forty-five (45) calendar days of the close of the hearing if no briefs are to be submitted.

6.19.9 The decision of the arbitrator is final and binding on all parties to the Arbitration and the grievance shall be considered resolved.

6.19.10 The arbitrator shall not construe this Agreement in any way which supersedes or preempts applicable laws, ordinances, statutes, or the City of Ocala Charter.

6.19.11 The only obligations binding on the City and the Union are those set forth in the four corners of this Agreement.

6.19.12 In the event of a "past practice" grievance, the arbitrator will determine if the alleged past practice exists.

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## ARTICLE 7 DISCIPLINE

7.1 Except in the case of serious misconduct as determined by the Chief of Police, the City will follow progressive discipline in the manner set forth below:

- Level One

| | |
|---|---|
| First Occurrence | Counseling to written reprimand |
| Second Occurrence | Counseling, written reprimand to 1 day Suspension |
| Third Occurrence | Written reprimand to 3 days suspension |
| Fourth Occurrence | Written reprimand up to 5days suspension |
| Fifth Occurrence | Up to 10 days suspension and/or demotion, or dismissal |

- Level Two

| | |
|---|---|
| First Occurrence | Counseling, written reprimand to 3 days Suspension |
| Second Occurrence | Written reprimand up to 5 days suspension |
| Third Occurrence | Up to 10 days suspension and/or demotion, or dismissal |

- Level Three

| | |
|---|---|
| First Occurrence | Written reprimand, up to 5 days suspension |
| Second Occurrence | 1-10 days suspension |
| Third Occurrence | 10 days to 20 days suspension, and/or demotion or dismissal |

- Level Four

| | |
|---|---|
| First Occurrence | 5 -10 days suspension and/or demotion |
| Second Occurrence | 10-20 days suspension and/or demotion, or dismissal |

- Level Five

| | |
|---|---|
| First Occurrence | 20 days suspension and/or demotion, or dismissal |

7.1.1 The progressive/cumulative discipline will be administered as an individual occurrence regardless of the number of violations. Such discipline will be applied on a two-year period based upon the progressive discipline levels of occurrence.

7.1.2 The City may elect to take individual circumstances into consideration and may elect to administer no discipline or lesser discipline than that called for in this Article. Counseling is hereby defined as non-disciplinary in nature whether oral or written.

7.1.3 In connection with any of the progressive discipline provided in this

Section, employees may also be placed on disciplinary probation by the City for good or just cause. Disciplinary probation shall not exceed one (1) year in length. Placing an employee on disciplinary probation, however, does not alter the progressivity required in this Article. Disciplinary probation in this section shall not prohibit the employee of the grievance procedure as stated in the Agreement.

7.2 In any arbitration arising out of the imposition of any discipline, the arbitrator shall not consider or admit any evidence relating to the grievant's work record or prior offenses or discipline other than if the previous offense was entered in the employee's personnel file, that the employee had notice thereof, and that a timely grievance was or was not filed (and if a grievance was filed, the final disposition thereof).

7.2.1 The arbitrator may rescind or reduce the discipline imposed by the City only: (a) if, in a "non-serious" case, the progressivity required in Section 7.1 was not followed (e.g., that in a suspension case the grievant had not received a written warning or in a discharge case the employee had not received a written warning and a suspension); and (b) in any case, the employee did not engage in the conduct attributed to him.

7.2.2 The arbitrator may not import into the arbitration proceedings criminal standards of jurisprudence.

7.3 The "misconduct" or "conduct" for which an employee may be disciplined is not limited to willful misconduct. Discipline may be imposed for any conduct which falls short of what an employer may reasonably expect and require of any employee without regard to the individual circumstances of the aggrieved employee.

7.3.1 The City may elect to take such circumstances into consideration, and based on such consideration may elect to administer no discipline, or lesser discipline than that called for in this Article; provided however, that no such instance of forbearance or administration of lesser discipline may be introduced in any subsequent arbitration proceeding involving that or another employee.

7.4 "Serious" misconduct necessitating suspension, demotion or discharge on the first offense at the City's election, shall be deemed to be that class of offense which seriously violates, or could seriously violate the personal or property interests of the City, its citizens or any individual employed by the City, and/or in the City's interest in maintaining an orderly and efficient work place and in providing quality law enforcement service.

7.4.1 "Serious Misconduct", is defined and exemplified in Departmental Directives will constitute a serious offense under this Article.

7.5 "Non-serious" misconduct for which progressive discipline may be imposed includes misconduct not defined as "Serious Misconduct" by

Departmental Directives, nor deemed "Serious Misconduct" by the Chief of Police.

7.6 The City reserves the right to take any and all lawful measures necessary to prevent and detect misconduct.

7.7 All discipline will be documented, a copy provided to the employee who acknowledges receipt only by his/her signature, with a copy approved by the Chief of Police being placed in the employee's official personnel file.

7.8 If in any disciplinary action an employee receives suspension, the employee may have the option of using compensatory time or vacation time up to a maximum of 20 hours during a two-year period.

7.9. Documentation of disciplinary action taken against an employee will be maintained according to the "General Records Schedule for State and Local Government Agencies (Schedule GS1-SL)", as follows:

7.9.1 In cases involving informal and/or formal discipline, the documentation will be held indefinitely. Pursuant to GS1-SL, public agencies may retain their records longer than the minimum retention periods set. The retention period is at the discretion of the public agency as long as the retention period is set forth by GS1-SL is not reduced.

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## ARTICLE 8 INTERROGATION/INTERNAL AFFAIRS PROCEDURES

8.1 In all interrogations of employees conducted by the City that could result in an employee's discipline, suspension, demotion or termination, the City will comply with the provisions set forth in Chapter 112, Part VI, Florida State Statutes, as amended from time to time, commonly referred to as the Law Enforcement and Correctional Officer's Bill of Rights.

8.2 The employee who is the subject of the complaint or disciplinary hearing shall be afforded the right to be represented by an attorney or representative of their choice.

8.3 The subject officer shall be afforded the opportunity in accordance with F.S. 112, to review all the witness and complainant statements regardless of form, immediately prior to the subject officer giving his/her statement. The representative or attorney shall be afforded the right to be in the same room as the subject officer while the officer reviews said documents. After the subject officer reviews each statement, the officer and representative shall then have the right to leave said interview room and shall have the right to discuss each and every statement before the officer gives his/her statement.

8.4 Telephone complaints may not be used as the sole basis for disciplinary action against an employee unless the identity of the complainant is corroborated by law enforcement.

8.5 Submission to a polygraph examination must be a voluntary action. Polygraph examinations shall not be administered without the subject's written approval or waiver.

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## ARTICLE 9 FIREARMS

9.1 The department will issue to employees the firearms and ammunition for use on or off duty as specified in Departmental Directives.

9.2 The employee may use his/her own firearms or ammunition on or off duty if pre-approved by the department, as provided by Departmental Directives.

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## ARTICLE 10 RULES AND REGULATIONS

10.1 All City rules, regulations, policies or procedures now in existence or hereafter promulgated at the discretion of the City, shall remain in effect unless altered or deleted by the City in its discretion, or unless in conflict with this Agreement. Employees affected by such change in rules, regulations, policies, or procedures shall be notified of the change by the City.

10.2 No such rule, regulation, policy, or procedure or portion of the preceding shall be altered by this Agreement unless such alteration is specifically, unambiguously, and expressly provided by this Agreement.

10.3 Employees shall be required to observe and comply with all current and future rules and regulations as set forth in Departmental Directives and any other written or oral rules, regulations, and other directives promulgated by City supervision or management.

10.4 The Department will provide copies of all written or published directives to each employee. Employees will sign for (or electronically verify) receipt of such copies.

10.5 Employees may raise as defense to any disciplinary action for violation of any rule, lack of notice of that rule.

10.6 Within thirty (30) days of this Agreement's effective date, the City shall provide the Union's local Labor Committee Chairman a copy of current Departmental Directives. Within thirty (30) days of the effective date of new, revised, or rescinded Departmental Directives, the City shall provide the Union's local Labor Committee Chairman copies of such directives.

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## ARTICLE 11 EMPLOYEE DUTIES

11.1 This Agreement sets forth the parties' agreement on the wages and benefits to be paid to employees for performing such tasks as are assigned to them. Inasmuch as it is in the City's self-interest to employ its personnel in the most efficient and economical manner, there shall be no restriction on the work to be assigned to any classification of employees except as in this agreement.

11.2 The City specifically reserves the right to unilaterally alter the job descriptions and to change Departmental Directives, lawful orders, and the police-related duties of employees covered by this Agreement during the term of said Agreement for the efficiency of the Department. Notification of such changes will be made by the City to the Union's local Labor Committee Chairman within thirty (30) days.

11.3 Under normal circumstances, the City will not request that any employee perform work, outside of that noticed in the employee's job description, which presents a substantial risk of injury to himself or others. The determination as to whether or not such a substantial risk is present shall reside exclusively with the City.

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## ARTICLE 12 ON-THE-JOB INJURIES

12.1 The City agrees to compensate employees as provided by Florida's Workers' Compensation Law for injuries arising out of and in the course of employment.

12.2 Any employee who is required to be off work due to a compensable (Florida Workers' Compensation) injury shall receive injury pay from the City as follows:

12.2.1 Full (regular) pay* for absence during the first seven (7) calendar days, including Workers' Compensation indemnity payments if due.

12.2.2 Eighty percent (80%) or regular pay* for absence beyond the first seven (7) calendar days, including Workers' Compensation indemnity payments if due. (Full pay including incentives but not uniform or meal allowances will be paid sworn police officers when required by Workers' Compensation 1990 section 440.15 (11).)

12.2.3 Payroll checks will be identified with "WC" when the amount paid includes the Workers' Compensation benefit due. No federal tax or FICA will be withheld on the Workers' Compensation benefit portion, and the amount thus paid will be shown on the annual W-2 form as not subject to tax.

12.2.4 Controverted cases will be considered as non-work injury absences, and will not be eligible for Injury Pay unless and until such time that the Florida State Workers' Compensation may rule that the absence is/was compensable. In the event that a controverted case is ruled to be a compensable absence, or the controvert is withdrawn, the payroll records will be corrected to show the Workers' Compensation portion as non-taxable, non-pension and any sick leave which may have been used restored to the employee's account. In any such event, the employee will be required to refund any pay received under Sick Leave which is in excess of 80%, or to charge the excess to annual leave.

12.2.5 Where Workers' Compensation benefits have been reduced (for injury resulting from employee action under Florida State Workers' Compensation Law (as amended 1990), Section 440.09(4)), or where the employee has not followed through on prescribed medical care, or in any way delayed his ability to return to work, no Supplementary Pay above Workers' Compensation benefits will be due.

12.2.6 Accrued vacation and/or Sick Leave may not be used to supplement those payments.

12.2.7 * Supplementary pay (amount above Workers' Compensation) shall cease if individual is no longer classified as an employee.

12.3 Whether or not an employee covered by this Agreement is considered to have a compensable injury under Florida's Workers' Compensation Law will be determined by the Florida Division of Workers' Compensation and/or the court of appropriate jurisdiction.

12.4 If an employee is injured at any time while on duty, the employee shall notify his/her supervisor as soon as the injury is noticed and conform to the procedures outlined in Departmental Directives.

12.5 The Department may employ persons in restricted-duty capacities as long as this practice is maintained for other department members.

12.6 Employees working in a restricted-duty job shall be paid at their regular rate of pay.

12.7 Employees who lose time from work for a work-related illness or injury will be placed on Family and Medical Leave in accordance with the Family and Medical Leave Act (FMLA), if the illness or injury constitutes a serious health condition as the term is defined in the FMLA. Placement on FMLA shall not affect an employee's Worker's Compensation benefits under Florida Statute 440.

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## ARTICLE 13 NEGOTIATIONS

13.1 The City agrees to allow the FOP to establish a time pool. These hours shall carry over from one year to the next since these donated hours represent donor's original hours. These donated hours will only be used as vacation hours and such time pool may only be used to substitute for scheduled work hours and not to be used to incur overtime. The City will place the donor hours into the time pool based on the donor's rate of pay at the time of donation. The maximum dollar value of the time pool shall not exceed $10,000.

13.2 It shall be the FOP's responsibility to provide to the City an FOP Time Pool Authorization Form, which includes the name of the employee and the hours of vacation time donated by the employee to the pool. The City will supply this form. The employee donating such time must sign the form. Authorized time donations will be made on October 1 of each year of this agreement, unless cancelled in writing by the employee to the City. The cancellation must be given to the City by August 1st to cancel the automatic withdrawal for the following October. Employees may donate in higher increments but not more than forty-eight (48) hours per year. Time pool hours may be drawn upon at the discretion of the FOP in increments of at least one (1) hour.

13.3 Charges against the FOP time pool shall only be made when approved by the FOP President.

13.4 The City Human Resources Department and the FOP shall keep a record of all time donated and drawn against the above pool. The FOP shall indemnify, defend and hold the City harmless against any and all claims made and against suits instituted against the City on account of the City complying with any of the provisions of this Article.

13.5 An FOP representative may be granted pool time to attend public budget hearings pertaining to the Ocala Police Department and the FOP, or resolution of impasse hearings before the City Council. This time pool may be used for State FOP board meetings, State FOP labor training, and labor representation, and not for any other purpose.

13.6 The City shall allow up to three (3) employees to attend official negotiation session(s) with the City while on duty, without loss of pay or leave time, as staffing allows and with permission of the Chief of Police or his designee.

13.7 Any representative of the union desiring to attend such meetings shall submit a request through the chain of command for time to their Bureau Major at least (5) working days prior to the date of such meeting. Such request to utilize union time pool hours shall not be granted by the Ocala Police Department unless such use results in neither staffing shortage nor overtime pay or comp time accrual. Only the Chief of Police can waive said five- (5) day notice.

13.8 No employee shall be permitted to use more than 110 hours in any calendar year of this agreement except for the FOP President.

13.9 This article is excluded from the Grievance Procedure.

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## ARTICLE 14 UNION BULLETIN BOARD AND MAILBOX

14.1 The Union shall have the right to have one (1) glass-enclosed locked bulletin board not to exceed two (2) feet in width and three (3) feet in length in each of the District Offices, and one (1) each in two (2) of the employee break areas of the Ocala Police Department Headquarters building.

14.1.1 The Union shall bear all expenses connected with the procurement and installation of said bulletin boards.

14.2 The Union will not place on the bulletin boards provided in Section 14.1, any material, which is derogatory to the City or its management.

14.2.1 Other than notices of meetings and upcoming functions, the Union will provide copies to the Chief of Police of all items it wishes posted on said Bulletin Boards.

14.3 The Union agrees to hold the City harmless from any and all liability and/or expenses, including attorney's fees which may result from the claim of any individual or organization, that said individual or organization has been maligned by any material appearing on said bulletin boards, or that any such material has actionably invaded the privacy of said individual or organization, and that said material has in any other way constituted a legally cognizable injury to said individual or organization.

14.3.1 It is understood and agreed that the terms "individual" and/or "organization" include public interest groups and agencies of any government, and that the term "injury" means invasion of any interest such individual or organization is permitted to defend or maintain through or by an action at law, equity, or the invocation of administrative remedies.

14.4 Placing a copy of such correspondence, notices, etc., in the Department's mailbox and/or email for the employee so designated by the Union will constitute delivery of same by the City to the Union.

14.5 Within sixty (60) days of the effective date of this agreement, the Union shall provide all employees, as defined in this Agreement, with a copy of this agreement.

14.6 The Union may use the Department's mailboxes for distribution of the Collective Bargaining Agreement.

14.7 The Union will not use the Department's mailboxes other than as specified herein or with specific approval of the Chief of Police.

14.8 The City shall allocate one (1) hour during the department's initial orientation training of employees covered by this agreement for a Union representative to distribute to such employees, copies of the Collective Bargaining Agreement, and explain and answer questions about the Union.

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## ARTICLE 15 PERSONNEL FILES

15.1 For the purposes of this Agreement, the City shall maintain an official personnel file for each employee.

15.1.1 Such file shall be located in the City of Ocala Police Department Administration File room.

15.1.2 The only records that may be used as a basis for disciplinary action are those which appear in the employee's official personnel file and of which the employee has receipted notification thereof.

15.2 An employee may inspect his/her personnel file and any and all records of the City as provided under Chapter 119 of the Florida State Statutes.

15.2.1 Each employee shall attempt to inspect his/her personnel file during his/her off duty time, but an employee may inspect his/her file during on duty time if approved by his/her immediate supervisor.

15.2.2 Employees may receive copies of his/her personnel file and any and all records of the City upon request. Copies shall be provided free of charge for the first ten (10) pages and any copies above that limit shall be at the cost of reproduction in compliance with Florida State Statute 119 (Public Records Act).

15.3 In the event that an employee's personnel file becomes the subject of a request under the Public Records Act, the City will comply with the provisions of that Act and disclose only that information not subject to an exemption from disclosure.

15.3.1 If possible, the employee whose personnel file is the subject of a Public Records Act request will be notified before the City complies with the request.

15.5 Personnel files shall contain those documents as listed in Departmental Directive 2.15 and shall also include commendations and awards. Said documents are to be placed in the file by the City.

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## ARTICLE 16 EDUCATION

16.1 Upon obtaining a grade of C or better or otherwise successfully completing a course to be applied towards a law enforcement, criminal justice or other approved degree offered by Central Florida Community College, or other institutions accredited by the Southern Association of Colleges and Schools (or comparable body), the City will reimburse non-probationary employees 100% of the actual cost of tuition and fees up to an annual maximum of $2,000 per employee, except for those employees receiving education funds from other sources (LEEP, Veterans Administration, etc.).

16.1.1 Each employee will be responsible for notifying the Chief of Police, in writing, by March 1st of each year that they plan to attend such approved college courses during the upcoming fiscal year and will be requesting reimbursement up to the maximum annual amount of $2,000.

16.2 Employees may attend such courses during their off-duty time, or, with approval of their immediate supervisor, during official working hours.

16.3 When an employee separates from employment for reasons other than death or disability retirement, within the twelve (12) month period after any reimbursement, such employee will reimburse the City for the cost of the reimbursement.

16.3.1 The cost of such reimbursement will be reduced by 1/12th for each complete month of employment following reimbursement.

16.3.2 Any monies due an employee upon his/her separation shall be withheld up to an amount sufficient to cover the cost of the reimbursement provided him.

16.3.3 If the costs of the reimbursement are higher than monies which are due on separation, the employee shall immediately reimburse the City for the balance of the reimbursement.

16.4 Employees are required by Florida State Statute to complete mandatory retraining. Approved training includes any advanced, career development, or specialized training offered by the various Criminal Justice Standards training centers and any training which has been specifically approved for this requirement.

16.4.1 Employees voluntarily attending courses for mandatory retraining shall be allowed to attend during official working hours, if such training occurs during their working hours, upon the approval of the Chief of Police or his designee.

16.4.2 If the employee is directed to attend such mandatory retraining, all time

spent in the training will be considered as the employee's working hours.

16.4.3 If the City approves such mandatory retraining, all tuition or fees will be paid by the City.

16.5 If the employee is directed, upon approval by the Chief of Police, to attend an approved salary incentive course, the City shall pay all tuition and fees and provide official duty hours to attend.

16.5.1 If the employee elects to attend an approved salary incentive course, and the City approves such attendance, the employee will be responsible for all tuition and fees and the City, upon the approval of the Chief of Police or his designee, may provide official duty time to attend.

16.6 Upon request to the Supervisor of Resource Development, an employee will be provided a copy of the employee's record of accrued hours in mandatory service training and retraining.

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## ARTICLE 17 INSURANCE

17.1 A comprehensive group insurance plan which includes provisions for hospitalization, medical services, income continuation, life insurance, and optional extension to employee's dependents is available to employees at premiums under conditions specified in the group insurance plan.

17.2 The level of benefits under the group insurance plan shall be those set forth in the booklets supplied by the insurance carrier.

17.3 The City reserves the right to unilaterally change insurance carriers and administrative claims processors.

17.4 When the City determines that there is reason to change benefits or coverage under the group insurance plan, the following procedure shall apply: (1) the City will provide to the Union notice in writing of its determination, such notice to occur not less than 30 days prior to implementation of the determined change(s); (2) the City and the Union may reopen negotiations on this Article; (3) the City may not implement any reduction in benefits or coverage until completion of negotiations or any impasse has been resolved by the City Council.

17.5 Both the City and the Union agree to waive the use of a Special Magistrate to resolve any impasse under this Article.

17.6 The City and the Union agree that one union appointed representative will be allowed on the Insurance Review Committee. The Union understands that the Insurance Review Committee is not a standing committee, and that it will convene on an as needed basis.

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## ARTICLE 18 OVERTIME AND COMPENSATORY TIME

18.1 Employees will receive an overtime premium of one and one-half times their regular hourly rate for all hours actually worked in excess of eighty (80) hours in each work period consisting of fourteen (14) consecutive days.

18.1.1 Such regular rate will include incentive monies and shift differentials as applicable if the conditions are met for payment for such shift differentials as provided under Article 19 of this Agreement.

18.2 For purposes of overtime computations pursuant to Section 18.1, only hours actually worked will be considered.

18.2.1 However, ' holiday 'hours' where the holiday occurs on a regularly scheduled work day, and approved vacation time and scheduled PTO, will count as hours worked for purposes of overtime eligibility. Unscheduled PTO, sick and compensatory time is not considered hours worked for overtime eligibility.

18.3 In lieu of receiving overtime pay, an employee may request from the immediate supervisor to be permitted to accrue compensatory time-off at the rate of one and one-half times the hours for which overtime compensation would otherwise be paid pursuant to Section 18.1 of this article. At no time will the City require an employee to work for compensatory time in lieu of overtime pay.

18.3.1 The maximum amount of compensatory time a member may accrue is 270 compensatory hours.

18.3.2 An employee may draw on accrued compensatory time by making a request to the immediate supervisor and such requests will be honored unless the leave is unduly disruptive to the operations of the department.

18.3.3 An employee may not elect to cash out accrued compensatory time.

18.3.4 Accrued unused compensatory time will be paid to the employee upon termination of employment based on the higher of the last regular hourly rate.

18.4 When either under a subpoena or when required by the State Attorney for attendance in connection with official duties, an employee is considered "on call" if he is not required to remain at a court facility, but is required to provide a telephone or pager number with a representative of the State Attorney's office where the employee can be reached.

18.4.1 An answering machine shall not meet the provisions of this Article.

18.4.2 When employees are placed "on call" while under a subpoena, they shall be compensated at a rate of one-half hour for every eight (8) hours "on call."

18.4.3 Court "on call" status is only in effect for the hours, or portion thereof, the court is actually in session on the case for which the member was subpoenaed.

18.4.4 Such "on call" status must be documented on a subpoena by an attorney of the State Attorney's Office or on a witness slip from the approving attorney.

18.4.5 Time earned "on call" will be paid at the employee's regular rate and such time will not be included with all other hours of work for computing overtime.

18.5 An employee is also considered "on call" when he is instructed by a department supervisor (whether orally, in writing, by posted list and instruction, or other means) to leave a telephone number or pager number where he can be personally reached.

18.5.1 Employees will be compensated one hour for each eight (8) hour period, or fraction thereof, that he is required to remain in a "department on call time" status during scheduled time off.

18.5.2 An answering machine shall not meet the provisions of this Article.

18.5.3 Time earned "on call" will be paid at the employee's regular rate and such time will not be included with all other hours of work for computing overtime.

18.6 Employees called in to work by the Department will receive a minimum of three (3) hours pay at the overtime rate.

18.6.1 Employees may be required to perform other duties as may be assigned during any call-in, as long as it is job related, until relieved by a supervisor.

18.6.2 Employees called-in to work for court appearances will receive a minimum of two (2) hour of pay at the overtime rate.

18.7 An employee is considered "on standby" if he is instructed by a Department supervisor to remain at City premises or if he is instructed by an attorney of the State Attorney's office to remain in court for an appearance in connection with his official duties, such that he cannot use the time effectively for his own purposes.

18.7.1 Time spent "on standby" shall be paid at the employee's regular rate, and such time will not be included with all other hours of work for computing overtime.

18.8 The City may adjust an employee's hours of work only when the scheduled hours to be worked are known in advance (e.g., pre-scheduled meeting, special operations, etc.) and the employee has been given a reasonable notice to the change.

18.8.1 "Reasonable notice" for this section shall be defined as at least seven (7) days notice for a change affecting only one shift and prior to the beginning of the pay period when the change affects the entire pay period.

18.9 "Reasonable notice" as referred to in this article, is not required in any circumstance when an exigent circumstance has been determined by the Chief of Police or his designee.

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## ARTICLE 19 HOURS OF WORK, SHIFTS, AND SHIFT DIFFERENTIALS

19.1 Under normal circumstances, an employee's scheduled tour of duty will consist of eighty (80) hours per pay period.

19.2 Employees who work shifts shall receive the noted shift differential for any hours worked in the following time periods:

(0000-0800) 6%
(0800-1600) 0%
(1600-0000) 3%

19.3 For an employee whose shift starts at any time other than described above, or extends beyond eight (8) hours, his/her shift differential shall be determined by the percentage of hours worked during the periods described above. If half or more of the employee's shift is during any time period specified above, the employee shall receive that time period's differential which is highest.

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## ARTICLE 20 JOB TRANSFERS, POSTING, AND SHIFT BIDS

20.1 A "job transfer" for purposes of this Article is defined as a voluntary movement of an employee between the Units or the Bureaus of the Department, where the movement is intended but not guaranteed by the City to last in excess of one calendar week.

20.2 A list of bargaining unit employees eligible for job transfers to each specialized unit will be established, to be effective for a period of six months. Upon an opening occurring in a specialized unit, the Department will post a notice to all bargaining unit employees seeking to apply for job transfer opportunities. The notice will be posted for ten (10) consecutive days on the City's bulletin boards, with a copy provided to the Union, in any location employees work that is separate from the main police building. Any employee, desiring to apply must do so to the office of the Chief of Police or his designee by the last day of the 10-day posting period. The list of applicants shall be effective for a period of six months from the close of the posting period. There shall be only one eligibility list per specialized unit. Once a list is established, it shall not be reopened for new applicants until it expires or no applicants remain on the list. Any job transfer openings that occur during the course of the six-month period in that specialized unit will be filled from the list of applicants. Employees shall not be prohibited from placing their names on multiple specialized unit lists. If an opening occurs in the specialized unit while the list is active, it shall be filled from individuals on the list; provided, however, that the actual assignment may be delayed in the event manpower needs so require.

20.3 The selection of employees for a job assignment or transfer will be made solely by the Chief of Police based on the needs of the department and the candidate's qualifications, including not limited to training, ability, experience, performance and conduct.

20.3.1 Each applicant will receive notification of which applicant was selected to fill posted vacancies and the reason(s) for that applicant's selection.

20.4 All jobs and job transfers are temporary in nature in that there is no specific term during which the employee may remain in a particular Unit or Bureau of the Department.

20.5 Employees may receive an involuntary transfer in a job at any time. At the employee's request, written explanation will be provided for an involuntary transfer. When an employee is involuntarily transferred into a position, there will be no job posting for that position pursuant to Article 20.2. When a vacancy is created due to the involuntary transfer from a position, the position will be posted pursuant to Article 20.2.

20.6 There shall be no restriction on the City's ability to transfer employees among shifts if reasonable notice of the change is given to the employee.

20.6.1 "Reasonable notice" for this section shall be defined as at least seven (7) days notice for a change affecting only one shift and prior to the beginning of the pay period when the change affects the entire pay period.

20.6.2 "Reasonable notice" as referred to in this article, is not required in any circumstance when an exigent circumstance has been determined by the Chief of Police or his designee.

20.7 Any employee desiring a transfer of shift or district may submit a request through the chain of command to the Chief of Police substantiating in the request the reasons for a transfer.

20.7.1 Such requests will be granted or denied at the discretion of the Chief of Police or Deputy Chief, with explanation for the decision given to the requesting employee.

SHIFT BIDS

20.8 All bargaining unit members shall be allowed to select/bid the shift of their choice by seniority.

20.8.1 Seniority is defined as seniority at present time and grade October 1, 2010. The Departmental Radio Identifier will be recognized as the official document outlining seniority.

20.9 The order of selection for the shift bid/selection shall be as follows: Police Officers, then Sergeants, and lastly Lieutenants.

20.10 The shift selection/bid shall occur twice a year – in May of each year to take effect in July of the same year; and November of each year to take effect in January of the following year.

20.11 The City shall notify all bargaining unit members by posting the shift/bid selection notice at least six (6) weeks prior as outlined in Section 20.10 above.

20.12 There shall be a bulletin board placed outside the Lieutenant's office with a seniority list attached to said bulletin board. Contained on the bulletin board there shall be categories of each squad and each shift with the corresponding days off. Each bargaining unit shall make their selection/bid by placing their name in the appropriate section on the bulletin board.

20.13 The Union recognizes the mission of the Police Department, and agrees that the City reserves the right to determine the number of bargaining unit members allocated to any particular shift and district.

20.14 Any bargaining unit member who has a personal intimate relationship with another bargaining unit member, or with a member of the Lieutenants and Sergeants (Supervisors) bargaining unit, shall not be permitted to work on the same shift or squad with that person. However, this may be waived at the sole discretion of the Chief of Police. As long as the two Officers or the Officer and Supervisor are on separate shifts or specialized assignments, the effected two Officers' work hours, or the Officer's and Supervisor's work hours can overlap during those shifts and not be in violation of this Agreement. This restriction shall not be considered disciplinary action. The shift bid process will not be stalled in the event of a grievance and the aggrieved employee will still be required to bid as ordered. If the grievance prevails, the officer will be permitted to bid for any vacant shift and will not be restricted in the subsequent shift bid.

20.15 The union and City agree that there may be circumstances where human behavior of an employee triggers a concern that the employee is displaying an attitude or leadership style that is detrimental to the department. In such circumstances, the following procedure shall apply:

20.15.1 The behavior that is displayed shall be reduced to writing by the department and served on the employee and the union no later than thirty(30) days prior to the posting of the July or January shift bid;

20.15.2 The employee through the union shall request in writing a meeting with the Chief within ten (10) days of service of the notice referenced in 20.14.1 above. Said meeting shall take place within ten (10) days after the Chief receives the notice, or a date that is mutually agreed upon by all parties;

20.15.3 The union, employee and the Chief or his designee shall meet within ten (10) days of the request to define a corrective plan of action;

20.15.4 If no corrective plan of action can be agreed upon, or if a meeting as referenced in 20.14.2 above is not requested, the employee shall be moved to another shift only for one (1) six month rotation. This action shall not be considered disciplinary action and will not be subject to the grievance procedure set forth in the collective bargaining agreement.

20.16 The union and City agree that the Department reserves the right to move an employee from A Squad to B Squad, and vice versa, for developmental reasons articulated by the Department with written notice to the employee at least thirty (30) days prior to the posting of the July or January shift bids. In such circumstances, the employee impacted may request in writing a meeting with the Chief within ten (10) days of receiving this notice to discuss this issue. The union, employee and the Chief or his designee shall meet within ten (10) days of the request to discuss this matter, or a date that is mutually agreed upon by all parties. If no agreement is reached, or if a meeting as referenced in this section is not requested, the employee shall be moved from A Squad to B Squad, or vice

versa, only for one (1) six month rotation. This action shall not be considered disciplinary action and will not be subject to the grievance procedure set forth in the collective bargaining agreement.

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## ARTICLE 21 FUNERAL DETAILS

21.1 An employee may request, through the chain of command, from the Chief of Police permission to attend the funeral of a Florida law enforcement officer who loses his/her life.

21.2 Employees wishing to attend the annual Law Enforcement Memorial Services in Tallahassee, Washington, D.C., or any other approved memorial service, in uniform, using city vehicle, equipment, or other resources of the city, either on or off duty will request permission, through the chain of command, from the Chief of Police, or his designee, at least thirty (30) calendar days prior to such event. The Chief of Police or his designee will respond to the request at least fifteen (15) calendar days prior to the event.

21.3 Employees whose requests are granted to attend a funeral or memorial service under this Article will be granted administrative leave for purposes of attending the funeral or memorial service and transportation to and from the funeral or memorial service in order to represent the department, if such attendance occurs during the employee's working hours.

21.4 The Department will provide at least one (1) marked patrol vehicle and a credit card for the purchase of gas and oil in connection with transportation to and from the location of the approved funeral or memorial services. All other expenses incurred are to be paid by the employees attending the funeral.

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## ARTICLE 22 HOLIDAYS

22.1 The Department's observed holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and the following Friday, Christmas Eve, Christmas Day, Dr. Martin Luther King Day and any other approved holiday that other City employees receive.

22.2 Employees shall receive one (1) floating holiday per year which entitles them to one working day off with pay (8 hours or 10 hours, or 12 hours depending on length of normal shift).

22.2.1 Employees are not entitled to a floating holiday during their first six (6) months of probation as defined in Article 3.1.

22.3 Employees on approved vacation or sick leave with pay when a holiday occurs shall not be charged vacation or sick leave for the holiday.

22.4 Employees receive double time and one-half their regular rate of pay for working a holiday on their normally scheduled work day. That is, if the employee's normal work day is eight hours, they will be paid double time and one-half for eight hours, if their normal work day is ten hours, they will be paid double time and one-half for ten hours.

22.5 When a holiday falls on an employee's scheduled day off, the employee shall be paid straight time for either eight (8) hours, ten (10) hours or twelve (12) hours, to correspond with the length of their normal shift, in addition to all other compensation for that pay period.

22.6 Whenever possible, the City will provide not less than seven (7) days' notice if an employee is to be scheduled off on a regular scheduled holiday work day.

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## ARTICLE 23 UNIFORMS

23.1 Employees shall only wear the uniform and accessories issued by the Department and described in the Departmental Directives except as provided for in this Article.

23.2 All uniforms shall be of presentable appearance as determined by supervision.

23.3 Employees attending training are required to wear the "uniform of the day", an approved training uniform, or other appropriate clothing as directed by their Bureau Major or Unit Supervisor, or the Range Master.

23.4 Except for shoes and trouser belts, uniforms will be issued by the Department to employees.

23.5 To replace any worn article of the uniform, the old article must be returned to the Department.

23.6 Employees pay for uniform articles which are worn or damaged outside the normal course of duty.

23.7 The City will reimburse employees for the cost of prescription eyewear and dental appliance damaged in the line of duty.

23.8 Watches and sunglasses will be reimbursed up to a limit of $100 where these items are damaged in the line of duty, unless the damage was caused by the fault of the employee as determined by the Chief of Police.

23.9 Investigative employees may wear civilian clothing in conformance with the dress code as outlined in Departmental Directives when performing investigative work.

23.10 Employees who are required to wear civilian clothing in conformance with Departmental Directives shall receive an annual clothing allowance in the total amount of $750.00 for the purpose of purchasing clothing to be worn in the performance of their duties.

23.11 The allocation and other conditions associated with the clothing allowance will be determined at the Chief's discretion.

23.12 The Department will pay employees an annual allowance of $100.00 for uniform shoes and trouser belts.

23.13 To cover the cost of cleaning, employees will receive a payment equivalent to the rate of $7.50 per week to be increased annually on October 1, based on the Consumer Price Index. This amount shall be incorporated into the employee's base rate of pay.

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## ARTICLE 24 VEHICLES

24.1 Upon availability, as determined by the Chief of Police or his/her designee, all sworn officers will be assigned a take home vehicle, with the exclusion of new hire probationary employees.

24.2 Take home vehicles will be used as follows:

a. Officers are required to use vehicle for commuting purposes;
b. Officers are allowed to use vehicle for a minimal amount of personal use;
c. Officers who are on call and receiving payment for on call status;
d. Officers who are participating in duty related activities;
e. Officers residing outside the City may only use marked department vehicles for duty-related activities.

24.3 Termination or suspension of a take home vehicle assignment will not be used as a disciplinary action, except when the employee was off duty and using the vehicle in violation of Department Directive or where the loss of a take home assignment is the result of some other disciplinary action (e.g. suspension, termination).

24.4 Employees who are assigned a take home vehicle are encouraged to carry and maintain a liability endorsement on their personal auto insurance policy with the City named as an additional insured.

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## ARTICLE 25 MEALS AND REST BREAKS

25.1 Employees, in uniform, working on uniformed patrol shifts shall be allowed a forty-five (45) minute paid meal break for ten (10) and twelve (12) hour shift employees; and a sixty (60) minute unpaid meal break for eight (8) hour employees.

25.2 At the discretion of supervision, employees may eat at a location, regardless of whether the location is inside or outside of the city limits.

25.2.1 Employees leaving the City to eat shall begin their meal break upon leaving the City limits and end the meal break upon re-entering the City limits.

25.3 Employees on meal breaks are considered relieved from duty even though they are required to remain in radio contact.

25.3.1 Employees will not be called from their meal breaks or otherwise interrupted by the Department except for emergencies, in which event the employee will be paid for the unused portion of the meal break.

25.4 Employees may take two (2) rest breaks not to exceed fifteen (15) minutes each except when a superior determines at his discretion that the workload necessitates denial of the rest period.

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## ARTICLE 26 WAGES

26.1 Minimum and maximum base pay (not including incentive pay, differential pay, specialty pay, merit pay, overtime, etc.) of eligible employees, during the term of this Agreement, shall be as described below:

CLASSIFICATION: POLICE OFFICER (PAY GRADE 003)

| | Annual Minimum | Annual Maximum |
|---|---|---|
| October 1, 2019 | $41,000 | $65,500 |
| October 1, 2020 | $41,500 | $65,500 |
| October 1, 2021 | $42,000 | $65,500 |

26.2 The City and the bargaining unit members agree to the following pay increases:

26.2.1 Effective October 1, 2019, all bargaining unit members will receive a 4% increase to base pay.

26.2.2 Effective October 1, 2020, all bargaining unit members will receive a 3% increase to base pay.

26.2.3 Effective October 1, 2021 all bargaining unit members will receive a 3% increase to base pay.

26.2.4 All future increases beyond the term of this agreement, if any, will be subject to negotiations by the parties.

26.3 Employees on the one-year initial probation are not eligible for the general wage increase until they have successfully completed the initial probationary period. The general wage increase will not be retroactive.

26.4 Employees who are on disciplinary probation are not eligible to receive the pay increases stated above. Upon removal from disciplinary probation the bargaining unit member shall receive the pay increase. The pay increase will not be retroactive.

26.5 Employees that reach the maximum of their pay scale will receive all further wage increases in a lump sum paid over 26 pay periods. Lump sum payments are included in the pension contributions, but they are not perpetual. Employees will receive pay and notice of related benefits (sick leave, vacation leave, deduction of dues, and the like) on a biweekly schedule as determined by the City during the term of this Agreement.

26.6 Total annual hours for sick leave and vacation leave benefits will remain as described in the Agreement.

INCENTIVES

26.7 Employees designated as Field Training Officer and assigned to a Field Training Curriculum will be paid an additional six (6) percent beyond their hourly rate; provided, however, that when Field Training Officers are assigned to train reserve officers, the Field Training Officers will only be paid the 6% differential for the actual time they spend in training reserve officers.

26.8 Employees assigned as Special Weapons and Tactics (SWAT) members will be paid an additional six (6) percent beyond their hourly rate.

26.9 Employees who work as an acting supervisor shall be paid six (6) percent above their regular hourly rate of pay for one (1) full shift or more while acting as a supervisor.

26.10 Employees assigned as detectives, Special Deployment Unit (SDU), Traffic Homicide Investigators (THI), and drug agents will be paid an additional six (6) percent beyond their hourly rate.

26.11 Employees assigned as Polygraph Examiners, that are not assigned a position described in Article 26.10, will be paid an additional six (6) percent beyond their hourly rate. Polygraph Examiners must be currently assigned by the Ocala Police Department as a Polygraph Examiner and meet the training requirements of the Florida Polygraph Association.

PERFORMANCE EVALUATION

26.12 Based on periodic performance evaluations under a program established and administered by the Chief of Police, employees shall be informed of his/her performance rating by the supervisor evaluating the employee's performance; however, the performance evaluation shall not be tied to any merit adjustment.

26.12 Each employee shall receive a copy of any report describing the employee's individual performance, said report having been provided under the established program of periodic reports evaluating the employee's performance.

26.14 In the event of a dispute between the City and the Union as to the evaluation of performance expressed by the rater, such dispute shall be subject to the Grievance Procedure provided in this Agreement up to the Chief of Police, whose decision will be final and binding

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## ARTICLE 27 PROHIBITION OF DISCRIMINATION

27.1 In the event either party (City or Union) to this Agreement has reason to believe that the other has, in violation of any applicable law, discriminated against or harassed any employee covered by this Agreement on the basis of race, color, religion, sex, national origin, age, handicap, marital status, union membership or non-membership, the party entertaining that view will so notify the party believed to have violated said law, in order that said party may conduct a thorough investigation and take such remedial action as it deems appropriate.

27.2 It is understood that the City of Ocala, the FOP or the Union will not tolerate prohibited discrimination or harassment.

27.3 For the City, investigation of employee harassment complaints is pursuant to Departmental Directives.

27.4 The only other procedure for resolving allegations of such statutory violations is the procedure established by the statute prohibiting the discrimination or harassment alleged to have been committed.

27.5 Complaints of discrimination or harassment are not subject to the Grievance Procedure contained in this Agreement.

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## ARTICLE 28 LEAVE FOR FAMILY MEMBER'S FUNERAL

28.1 For purposes of this Article, "family member" is defined as the employee's parents, spouse, children, step-children, grandchildren, grandparents, siblings, in-laws, or other relatives living in the employee's household.

28.2 Employees may use up to five (5) working days (40 hours or 50 hours, depending on normal shift hours) of accrued sick leave for purposes of a family member's funeral.

28.3 The sick leave days used to attend a family member's funeral shall not be counted against accrual of special vacation time as described in Departmental Directives.

28.4 Any employee who has exhausted his/her entitlement to accrued sick leave as provided in this Article may request additional time off to be deducted from accrued vacation or compensatory time, if any, or to be taken as a leave of absence without pay, and such request may be granted at the discretion of the Chief of Police or his designee.

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## ARTICLE 29 MEDICAL LEAVE OF ABSENCE (FMLA)

29.1 Family and Medical Leave Act (FMLA) leave shall be administered in accordance with law and Departmental Directives.

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## ARTICLE 30 SUBSTANCE ABUSE POLICY

30.1 As employees engaged in public safety and law enforcement, the employees covered by this Agreement are held to the highest possible standard in terms of being free from the presence of controlled substances and alcohol in their systems. The City desires to promote "Zero Tolerance" for substance abuse and preserve a drug-free work place in the interest of safely protecting both its employees and the lives and property of the public. It is recognized that law enforcement employees with drugs or alcohol present in their systems present a special risk and a direct threat to the public health and safety. Consequently, this Article will be interpreted liberally to protect the public's interest in law enforcement employees who are free from alcohol and controlled substances.

30.1.1 For purposes of this Article, "controlled substances" consist of such drugs, narcotics or mind-altering substances, which are controlled by Florida or federal law.

30.2 As a condition of continued employment, all employees are prohibited from using, being under the influence of, possessing, distributing, or having present in their systems controlled substances, without approval by the City Employee Health Center.

30.2.1 Employees are prohibited from having present in their systems a blood alcohol level higher than .00 while on duty; working special details; in uniform; while operating City vehicles or equipment; or after the employee is placed on "standby", "on-call", or "white" or "white Code X" alert, provided that if an employee believes that he has alcohol in his/her system, he shall so advise the person seeking to place him on any such status and he shall not be placed on such status.

30.2.2 All classes of employees covered by the Agreement are designated special risk for drug/alcohol testing purpose and therefore subject to random drug/alcohol testing. Special risk means employees who are required, as a condition of employment, to be certified under Chapter 943, Florida Statutes. A special risk employee may be randomly tested for prohibited drugs as defined in policy and Florida Statutes and/or alcohol use on a random basis. Random tests will be spread reasonably throughout the year based on the agency ID numbers of bargaining unit employees. Up to twenty (20) percent of the bargaining unit members will be subject to random drug/alcohol testing on a quarterly basis. For drug testing, an initial and confirmatory test shall be used, and all such tests shall be reviewed by a Medical Review Officer for accuracy. Drug testing described in this article is exempt from provisions of Article 18.8. All drug testing time will be considered on-duty and employees will be compensated as such.

30.2.3 Upon confirmation of any positive test for controlled substances being present in one's system or blood alcohol level higher than.00 , appropriate

employee disciplinary action will be taken, which may include termination. The City, at its discretion in a disciplinary action, may require an employee to participate in a rehabilitation program and mandatory drug and/or alcohol testing, at the employee's expense, as a condition of continuing employment.

30.2.4 If the employee fails to complete the substance abuse treatment or refuses to participate in any substance abuse treatment program the Chief of Police may terminate the employee.

30.3 Upon reasonable suspicion that an employee may have violated the condition of employment contained in this Agreement, the Chief of Police or designee may order the employee to consent and submit to urine and/or blood testing.

30.3.1 For purposes of the Article, "reasonable suspicion" is defined as some articulable basis for believing that a violation of Article 30 of this Agreement has occurred, including but not limited to: (a) observable phenomena at work such as direct observation of controlled substances or alcohol use or the physical symptoms or manifestations of being under the influence of controlled substances or alcohol; (b) abnormal conduct or erratic behavior while at work or a significant deterioration in work performance; (c) a report of controlled substances or alcohol use provided by a reliable and credible source; (d) evidence that an employee has tampered with a controlled substance or alcohol test during employment; (e) any accident involving bodily injury to an employee or a citizen; (f) information that an employee has outside his/her job responsibilities sold, solicited, possessed, manufactured, dispensed, distributed, used, or transferred controlled substances or alcohol while on the job; (g) information that an employee has used, sold, solicited, dispensed, distributed, possessed, manufactured or transferred controlled substances off-the-job; or (h) any other articulable reason to suspect that an employee has violated the provisions of this Article. An at-fault motor vehicle crash without other articulable indicators of impairment is not reasonable suspicion.

30.4 Blood or urine specimens taken under this Article will occur in a medical facility after his/her personal identification is established by medical personnel.

30.4.1 All positive tests will be confirmed by the gas chromatography/mass spectrometry method. The City will provide a sample which, by their tests, has proven positive, to another qualified testing facility selected by the employee, so the employee may, if he chooses, have the sample re-tested.

30.4.2 A chain of custody procedure will be maintained for all specimens. Specimens testing positive will be retained for one (1) year in a secure location.

30.4.3 All written test results are the property of the Employee Health Clinic which will maintain them as a part of the employee's confidential history. A copy of such test results will be provided to the employee.

30.5 Employees using drugs prescribed by a physician must notify their immediate superior where the prescription drugs could affect job performance such as causing drowsiness or dizziness.

30.5.1 The City reserves the right to require a Fitness for Duty examination after determining an employee's behavior or performance may be affected by the use of prescription drugs.

30.6 The City reserves the right to search, in accordance with law, all City property including desks, storage areas, cabinets, lockers, vehicles, personal articles, etc., on reasonable suspicion that any provision of this Article may have been violated by an employee.

30.7 An employee who observes or has knowledge of another employee who may have violated this Article or any of its provisions must promptly report that fact to his/her immediate superior.

30.8 When deemed appropriate and necessary for undercover criminal investigations, with a supervisor's approval, an employee may be temporarily exempt from this Article as it relates to on-the-job possession and/or consumption of alcohol or the possession, purchase, distribution, and sale of controlled substances but only to the extent necessary.

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## ARTICLE 31 PROMOTIONS

31.1 A testing and interview process for employees at the rank of Police Officer wishing to be considered for promotion to the rank of Police Sergeant will be conducted by the City on a biannual basis. A list of eligible candidates will be created from that process.

31.2 The testing and interview process for the rank of Police Sergeant shall consist of the following:

a) A written test consisting of material relevant to the role of a Police Sergeant. The test shall consist of no more than one hundred (100) multiple choice and/or True/False questions. A bank of ten (10) extra questions shall be included to allow candidates to challenge questions or content. A final score of at least 70 (or seventy percent) shall be considered passing. The list of candidates achieving a passing score shall be considered an unranked pool. A candidate who fails to achieve a passing score on the written evaluation shall not proceed further in the process.
b) All candidates achieving a passing score on the written test shall have an interview with the Chief of Police. The content of that interview shall be at the discretion of the Chief of Police.
c) The Chief of Police shall consider a candidate's recent achievements, disciplinary issues (within the preceding two years), annual supervisory reviews and leadership qualities when making a selection for promotion.

31.3 The Chief of Police shall make selections for promotion based on the totality of the process described in Section 31.2 of this agreement. Selections for promotion to the rank of Police Sergeant will only be made from the eligibility list described in this section.

31.4 A candidate on the eligibility list who has not had a break in employment with the City or significant disciplinary issues (written reprimand or greater) may choose to remain on the eligibility list without sitting for the subsequent written test. All candidates will participate in the process described in Section 31.2(b) and (c).

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## ARTICLE 32 VACATION

32.1 Current and future employees will have the option to accrue vacation leave in accordance with the schedule below or transition to Paid Time Off (PTO) as described below:

VACATION:

32.1.1 Length of service: less than six (6) year: accrual rate: 3.08 hours ; maximum annual accrual: 80 hours.

32.1.2 Length of service: more than six (6) years and less than fifteen (15) years; accrual rate: 4.62 hours per pay period: maximum annual accrual: 120 hours.

32.1.3 Length of service: more than fifteen (15) years; accrual rate: 6.15 hours per pay period; maximum annual accrual: 160 hours.

32.2 Probationary employees are not eligible to take vacation leave until completing the first six (6) months of probation unless the probationary employee has the approval from the Chief of Police or his designee to take vacation leave.

32.3 Non-probationary employees may not take vacation leave until their accrued vacation equals or exceeds the amount of vacation leave requested.

32.4 An employee is entitled to carry over the number of vacation hours earned during a calendar year until completion of the calendar year immediately following.

32.5 Upon separation from employment, employees may receive accrued, unused vacation leave unless they are involuntarily terminated for dishonesty, conviction of a crime or fail to provide two (2) weeks' notice of resignation.

32.5.1 Employees who separate from employment during entry probation receive no vacation leave or pay therefore.

32.6 An employee may request vacation leave from his/her immediate superior.

32.6.1 Vacation leave will be granted unless the vacation leave unreasonably interferes with scheduling or other Department operations.

32.6.2 When two employees request vacation leave for the same time and only one employee's request can be granted, the earliest request shall take precedence.

## PAID TIME OFF

32.7 Paid Time Off (PTO) combines vacation and sick leave into a single bank of leave days. Any leave time previously taken from vacation and/or sick time will be taken from the PTO accrual. For employees who elect to participate in the PTO program, the following will apply:

32.8 Full-time/Regular employees shall earn Paid Time Off on a biweekly basis in accordance with the following schedule:

| Year of Service | PTO Hours Earned Annually | PTO Hours Earned Bi-Weekly | Maximum Carry forward | Maximum Payout |
|---|---|---|---|---|
| **40-Hour Week Employee hired prior to Implementation** | | | | |
| Up to 5 years | 144 | 5.538 | 144 | 80 |
| >than 5 to 6 years | 144 | 5.538 | 240 | 200 |
| >than 6 years, <than 15 yrs | 184 | 7.077 | 320 | 300 |
| >than 15 years | 224 | 8.615 | 480 | 400 |
| **40-Hour Week Employee hired on or after Implementation** | | | | |
| Up to 5 years | 128 | 4.92 | 128 | 80 |
| >than 5 to 6 years | 128 | 4.92 | 176 | 120 |
| >than 6 years, <than 15 yrs | 168 | 6.46 | 256 | 200 |
| >than 15 years | 208 | 8 | 416 | 300 |

a. The Chief of Police or designee has discretion to carry forward PTO time up to 60 days into the next calendar year in the event time off is cancelled due to an unplanned significant event as declared by the City (e.g. disasters, hurricanes, etc.)

b. Employees who have a combined total that exceeds the maximum accruals indicated above are encouraged and will be given the opportunity to utilize the time to get the balance down to become in compliance with the maximum carry forward. The excess PTO balance at the time of conversion will be tracked as a separate accrual balance.

c. Extended Leave Bank (ELB) - To provide additional security, an Extended Leave Bank (ELB), consisting of the remaining 40% of sick leave and any accrued sick leave in excess of 720 hours will be established for each employee. The ELB shall continue to accrue 1.54 hours of ELB time per pay period with no maximum accrual level. At the end of the calendar year, hours that exceed the maximum carry forward for PTO, shall be transferred to the ELB. The ELB has no cash value and there shall be no payout of ELB time upon termination of employment.

d. Employees can utilize time from the ELB for an extended illness or injury for themselves or an immediate family member once 40 hours of time for each occurrence has been used from the regular PTO bank.

e. Leave Requests - Scheduled PTO Leave must be requested and approved by the department head or designee in accordance with the notification required by the respective department. Length of leave periods must be approved by the department head in keeping with the needs of the City. Every effort should be made to schedule PTO leave. Employees must provide notification of unscheduled absences in accordance with departmental policies.

f. Separation Pay - PTO balances shall be paid at the current rate of pay up to the maximum allowed.

g. Employees terminating from the City without giving a two-week notice or employees who have been dismissed from employment as the result of a disciplinary action shall not be entitled to payment for banked paid time off.

h. In case of death of an employee, payments shall be made to the employee's beneficiary, estate or as provided by law at the current rate of pay.

32.7 Employees who have a minimum of 25 days of unused sick leave as of October 1 of each year may elect to have converted sick leave, on a one (1) hour for two (2) hour-basis, for any unused hours in excess of the 25 days but not to exceed six days. Converted sick leave hours will be made available during the month of January.

32.7.1 The department's payroll clerk is responsible to notify employees of sick leave conversion eligibility as determined on or about October 1 of each year in accordance with the established conversion schedule that will be provided by the Human Resources Department.

32.7.2 It is the employee's responsibility to complete the sick leave conversion request form and submit it to their respective payroll clerk by November 15th.

32.7.3 Employees who are currently eligible to receive the Special Vacation Credit as offered under the pre-existing Special Vacation Credit program may elect to continue participation in this program. An employee cannot continue to earn additional hours in the Special Vacation Credit program.

32.7.4 Employees will lose 8 hours per year of Special Vacation Credit upon any use of more than two days of sick leave in a given year. An employee that has no Special Vacation Credit will be placed in the sick leave conversion program as described in Section 32.7 above. An employee that has Special Vacation Credit may elect to forfeit those hours and enroll in the sick leave conversion program during the prescribed enrollment period.

32.7.5 Such special vacation leave must be taken in either eight-hour, ten-hour, or 12-hour blocks, and must be used during the twelve-month period following the calendar year in which the special vacation leave is earned or the special vacation leave will be forfeited.

32.9 If an employee notifies his/her immediate superior before a vacation leave or PTO leave has ended that: (a) a family member's death or hospitalization (as defined in Article 28) or (b) an employee's physician-certified sickness of three (3) or more days (as defined in Article 34), occurred during the approved vacation or PTO leave, then sick leave up to the limits set by Articles 28 or 34 as applicable will be charged if the employee's sick leave is not already exhausted. Otherwise, vacation, PTO, or Extended Leave Bank leave will be charged.

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## ARTICLE 33 SICK LEAVE

33.1 All regular, full-time employees shall earn sick leave at the rate of eight (8) hours of sick leave for each month worked.

33.1.1 Sick leave shall be computed on a calendar year basis, and any unused sick leave at the end of the calendar year shall be carried forward into successive calendar years up to a maximum of 720 hours. Employees with sick leave balances in excess of 720 hours will have excess hours deposited into an extended sick leave bank. Employees may only access hours in the extended sick leave bank after 40 consecutive hours have been utilized from regular sick leave for their own personal injury or illness. Employees may participate in the Earned Leave Donation Program as defined in City Policy.

33.1.2 Probationary employees as defined in Article 3.1 cannot receive compensation for sick leave until completion of six (6) months employment, unless with the specific approval of the Chief of Police.

33.2 Sick leave is to be used only for absences due to personal illness, immediate family (spouse or dependent) illness; recuperation from an off-duty injury, personal medical or dental appointments, the death of an immediate family member as provided in Article 28, or at the commencement of an FMLA leave of absence pursuant to Article 29.

33.3 Any employee who is out on sick leave for three (3) or more consecutive days may be required to provide a statement from a physician if requested by the Chief of Police or his designee.

33.3.1 Repeated or excessive use of sick leave may be considered abusive and may be grounds for disciplinary action pursuant to Article 7 of this Agreement.

33.4 For sick leave of any duration a statement from a physician may be required before the payment of sick leave or before the employee may return to work, provided that supervision has reasonable cause to believe sick leave is being abused.

33.5 Employees taking unscheduled sick leave must notify the Communications Center at least one (1) hour, prior to the shift on which they are scheduled to report for duty.

33.5.1 Failure to do so may result in the absence being charged as leave without pay as well as grounds for disciplinary action.

33.6 Sick leave will not be charged for time missed as a result of an on-the-job injury; however, sick leave shall not accrue during the employee's recuperation from an on-the-job injury that is of a duration of sixty (60) days or longer.

33.7 Except under normal retirement as provided in Section 34.13 and sub-sections of this Article, there shall be no payment for accrued but unused sick leave when an employee separates from employment with the Department.

33.8 If an employee is released by a physician to return to work from sick leave in a "restricted-duty" capacity, the employee may return to work if there is work he is capable of performing, in accordance with Departmental Directives, and such employee will be paid at his/her regular of pay.

33.9 The employee may work in the "restricted-duty" job so long as it is available, in accordance with Departmental Directives, performance is satisfactory, and he has not been released by the physician to his/her regular duty job.

33.10 When an employee is medically capable of working in a light duty or full duty capacity, and when and by whom an employee is to be medically examined for any sickness shall be decided by the City of Ocala Employee Health Center.

33.11 If an employee becomes ill at work and is relieved of his/her duties by his/her immediate superior, the balance of his/her shift will be charged to his/her sick leave.

33.12 Employees who retire from Department service in accordance with the provisions of the City or Police Retirement Plans shall be entitled to receive a cash bonus based on the total amount of accumulated sick leave not to exceed 720 hours in accordance with the following schedule:

33.12.1 Years of service: twenty-five (25) or more; Percentage of accrued sick leave as retirement bonus: 60.

33.12.2 Years of service: twenty (20) or more; Percentage of accrued sick leave as retirement bonus: 45.

33.12.3 Years of service: fifteen (15) or more; Percentage of accrued sick leave as retirement bonus: 40.

33.12.4 Years of service: ten (10) or more; Percentage of accrued sick leave as retirement bonus: 35.

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## ARTICLE 34 OUTSIDE EMPLOYMENT

34.1 For purposes of this Article, "outside employment" is defined as engaging in a business or working for an employer other than the Ocala Police Department, but excluding "special duty" as outlined in Departmental Directives. Prior to engaging in outside employment, an employee shall submit a written request therefore through channels to the Chief of Police.

34.1.1 The request shall identify the name and address of the outside business or employer, the type of work in which the employee is to be engaged, and the hours per week for which the employee is to be engaged.

34.2 The decision to grant or deny a request to engage in outside employment rests exclusively with the Chief of Police.

34.2.1 Requests will be denied where the outside employment: (a) could impair the ability of the employee to perform, or could impair his/her efficiency in his/her Department job or any assigned duties thereof; (b) could involve the employee in the manufacture, distribution or sale of alcohol or alcoholic beverages; (c) could involve the employee in a way which could bring either the Department or the employee disrespect or disfavor; (d) could involve the employee in a violation of Department rules or orders, or any applicable laws; or (e) could involve a conflict of interest as determined by the Chief of Police.

34.3 No employee may engage in outside employment where he wears any part of his/her police uniform, uses any Department equipment, or discloses any records of the City of Ocala. Employees may use department uniform and equipment upon approval from the Chief of Police.

34.4 If a request to engage in outside employment is approved, the approval will remain in effect until the employee no longer works the outside employment, the conditions of the outside employment change, or permission to engage in the outside employment is withdrawn.

34.4.1 If a request to engage in outside employment is approved and any of the conditions of the approved outside employment change, the employee shall file, before the change in said conditions, a request to continue in the outside employment and which request shall specify the conditions which will change.

34.4.2 A self-employed employee performing constantly the same type of work need not submit a new request to engage in such outside employment when the only condition changing is the name and address of the customer for whom the outside employment is performed.

34.5 The approval to engage in outside employment may be cancelled for cause at any time at the discretion of the Chief of Police.

34.6 An employee failing to follow this Article will be subject to discipline as outlined in Article 7.

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## ARTICLE 35 MILITARY LEAVE

35.1 Military leave shall be administered in accordance with federal law, Florida Statute, and Departmental Directives.

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## ARTICLE 36 BLOOD BANK

36.1 Employees are not allowed to donate blood on-duty in non-emergency situations.

36.2 With the permission of a supervisor, employees will be permitted to donate blood on-duty at the Blood Banks of Marion County. in emergency situations.

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## ARTICLE 37 COMMUNICATIONS COMMITTEE

37.1 The Chief of Police, the President of Ocala Lodge #129 (Fraternal Order of Police) and the Labor Committee Chairman of the Ocala Lodge #129 (Fraternal Order of Police), Labor Committee or their designees will meet periodically as needed to discuss matters of concern to the Department.

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## ARTICLE 38 CARE OF ANIMALS

38.1 An employee assigned by the Chief of Police to serve as a K-9 officer shall work a normal work period (14 days) that consists of 66 hours on-duty and 14 hours off duty for dog care compensated at his or her regular hourly base rate of pay. For a work period in which the K-9 officer works beyond 66 hours on duty, he/she shall be compensated or provided compensatory time at the overtime rate.

38.2 An employee assigned by the Chief of Police to serve as a Canine Handler within the Drug Task Force shall work a normal work period of 14 days that consists of 75 hours on duty and 5 hours off duty for dog care compensated at his or her regular hourly base rate of pay. For a work period in which the Agent/Detective, that is assigned the narcotics dog, beyond 75 hours on duty, he/she shall be compensated or provided compensatory time at the overtime rate. Approval for a work period beyond seventy-five (75) hours must be obtained in advance in writing from the Agent's/Detective's immediate supervisor.

38.3 Any hours spent in extraordinary care (e.g., time spent for trips for after hour veterinary care) should be documented by the canine handler (either the full time patrol canine handler or the narcotics canine handler) as time worked. Approval for hours spent in extraordinary care must be obtained in advance from the Agent's/Detective's immediate supervisor.

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## ARTICLE 39 PENSION

39.1 The City agrees that during the term of this Agreement it shall maintain a Police Officers Retirement Plan (hereinafter referred to as "the Plan"), to be amended as set forth in section 39.4 below. The Plan shall be administered by the City of Ocala's Police Officer Pension Board (hereinafter "the Police Officers Pension Board"), as established by Chapter 43 of the City Code of the City of Ocala.

39.2 During the term of this Agreement, each bargaining unit employee's annual contribution to the Plan shall be 8% of salary.

39.3 During the term of this Agreement, the City's annual contribution to the Plan shall be in accordance with actuarial requirements.

39.4 The parties agree that the Police Officers Retirement Plan shall be amended as soon as practical following ratification of this Agreement to become effective on November 1, 2015, to provide the following benefits for members who are not within 5 years of the normal retirement date. Members who are within 5 years of the normal retirement on November 1, 2015, will continue to accrue benefits in accordance with the current plan and will not be subject to the benefit changes below.

39.4.1 Multiplier: 3.0% for service after the plan change.

39.4.2 Salary after plan change: total earnings including overtime pay up to 300 hours per fiscal year, but excluding special detail pay, bonuses and leave payouts.

39.4.3 Eliminate supplemental benefit ($10 per month per year of service) for service after the plan change.

39.4.4 DROP – Members who enter the DROP after the effective date of the plan changes will earn interest on their DROP balance, at a rate equal to the market rate of return on pension fund investments for the preceding plan year, net of all investment-related expenses, with a maximum of 3% and a minimum of 1%.

39.5

The parties agree that the Plan shall be amended as soon as practical following ratification of this Agreement, as follows:

During the term of this agreement, all Chapter 185 premium tax revenues received each year up to $826,384 shall be applied to reduce the City's annual required contribution to the plan. Chapter 185 premium tax revenues

received each year in excess of $826,384 shall be allocated as follows: 50% shall be applied to reduce the unfunded actuarial accrued liability (UAAL) of the plan and 50% shall be allocated to the share plan. Upon reaching a funded ratio of 90% (actuarial value of assets divided by actuarial value of liabilities), all Chapter 185 premium tax revenues received in excess of $826,384 each year shall be allocated to the share plan.

39.6 The parties agree that to the extent Chapter 43 of the City's Code is in any way inconsistent with the terms of this Article, Chapter 43 will be amended to reflect the terms of this Article. The parties agree that the terms of this Article, including the current method for funding the plan and the method for determining City and employee contributions, fully complies with all applicable laws and regulations.

**********

## ARTICLE 40 ENTIRE AGREEMENT

40.1 Inasmuch as the parties had, during the negotiations leading to this Agreement, full and unrestricted opportunity to bargain over any mandatory subject of bargaining, the Union hereby waives any and all rights to bargain during the term of this Agreement over the acquisition or retention of any right, privilege, amenity, condition, or benefit not specifically set forth herein.

40.2 The City similarly waives any and all rights to bargain, during the term of this agreement, to divest employees of any right, privilege, amenity, condition or benefit which is specifically, expressly and unambiguously provided for herein.

40.3 It is understood that the foregoing is inapplicable to negotiations for a new contract to take effect after the stated expiration date of this Agreement, even though such negotiations may occur during the stated term of this Agreement.

**********

## ARTICLE 41 DURATION

41.1 This Agreement shall be effective as of October 1, 2019, by both parties, unless otherwise indicated in any article in this agreement, and shall remain in force and effect through September 30, 2022, or until a successor agreement is reached.

41.2 The Agreement or any of its other articles may be re-opened by either party only with mutual consent in writing.

**********

THIS AGREEMENT IS APPROVED UPON A VOTE OF RATIFICATION BY THE CITY COUNCIL OF THE CITY OF OCALA ON THIS 24 DAY OF September, 2019.

**CITY OF OCALA:**

Reuben Kent Guinn
Mayor
City of Ocala

~~Mary Sue Rich~~ Jay A. Musleh
President, Ocala City Council
Pro-Tem

ATTEST:

Angel B. Jacobs
City Clerk
City of Ocala

Approved as to form and legality:

Patrick G. Gilligan, City Attorney

**FRATERNAL ORDER OF POLICE:**

George Hachigian
General Counsel's Chief of Staff
Fraternal Order of Police

CITY OF OCALA
GOD BE WITH US
MARION COUNTY, FLORIDA

ACCEPTED BY CITY COUNCIL
September 24, 2019
DATE
OFFICE OF THE CITY CLERK

## APPENDIX A AUTHORIZATION FOR FOP DUES DEDUCTION

I hereby authorize my employer, the City of Ocala, to withhold from my regular pay check the amount of dues to the Ocala Lodge #129, Fraternal Order of Police, and transmit it to the person designated by the Ocala Lodge #129, Fraternal Order of Police, to receive it.

I understand that I may terminate this authorization by notifying the City and Ocala Lodge #129, Fraternal Order of Police, on the approved "Revocation of FOP Dues Deduction" form thirty (30) days in advance.

_____
Printed Name

_____
Signature

_____
City Employee No. Date

Distribution:

Support Operations Bureau
Secretary Ocala Lodge #129, FOP

## APPENDIX B REVOCATION OF FOP DUES DEDUCTION

I hereby request and instruct the City of Ocala to stop deducting from my weekly earnings the current regular dues for the Ocala Lodge #129, Fraternal Order of Police.

_____
Printed Name

_____
Signature

_____
City Employee No. Date

DISTRIBUTION:

Support Operations Bureau
Secretary Ocala Lodge #129, FOP

## APPENDIX C GRIEVANCE FORM

See attachment.

## OCALA POLICE DEPARTMENT
## MEMBER GRIEVANCE FORM

**I file this grievance under** – (choose only one)

☐ **Department Directive**

☐ **Collective Bargaining Agreement**

Regardless of which procedure is chosen by the Department member, the applicable time limits must be adhered to by the aggrieved member or the grievance will

Type or print aggrieved member's name:

Aggrieved member's signature: _____

**Step One**
For grievances under the Collective Bargaining Agreement,
indicate article violated: _____

For grievances under Department Directives,
indicate directive violated:

Date, time and location of violation:
Name of individual(s) allegedly committing the violation:

**Specifics of alleged violation:**

**Remedy sought:**

**Resolved Comments:**

**Step One**

☐ Received:
Signature of Immediate Supervisor:_____ Date: _____ Time: _____

☐ This grievance has been denied
Signature of Immediate Supervisor:_____ Date: _____ Time: _____

☐ This grievance has not been resolved.

Signature of aggrieved member: _____ Date: _____ Time: _____

☐ This grievance has been resolved.
Signature of aggrieved member: _____ Date: _____ Time: _____

---

**Step Two**

☐ Received:
Signature of Lieutenant: _____ Date: _____ Time: _____

☐ This grievance has been denied
Signature of Lieutenant: _____ Date: _____ Time: _____

☐ This grievance has not been resolved.
Signature of aggrieved member: _____ Date: _____ Time: _____

☐ This grievance has been resolved
Signature of Aggrieved member: _____ Date: _____ Time: _____

---

**Step Three**

☐ Received:
Signature of Section Head/Captain: _____
Date: _____ Time: _____

☐ This grievance has been denied
Signature of Section Head/Captain: _____
Date: _____ Time: _____

☐ This grievance has not been resolved
Signature of aggrieved member: _____ Date: _____ Time: _____

☐ This grievance has been resolved.
Signature aggrieved member: _____ Date: _____ Time: _____

---

**Step Four**

☐ Received:
Signature of Major: _____ Date: _____
Time: _____

☐ This grievance has been denied

Signature of Major: _____ Date: _____
Time: _____

☐ This grievance has not been resolved.
Signature of aggrieved member: _____ Date:
_____ Time: _____

☐ This grievance has been resolved
Signature of Major: _____ Date: _____
Time: _____

---

**Step Five**

☐ Received
Signature of Deputy Chief of Police:_____ Date: _____ Time: _____

☐ This grievance has been denied
Signature of Deputy Chief of Police:_____ Date: _____ Time: _____

☐ This grievance has not been resolved.
Signature of aggrieved member: _____ Date: _____ Time: _____

☐ This grievance has been resolved.
Signature of Deputy Chief of Police:_____ Date: _____ Time: _____

---

**Step Six**

☐ Received
Signature of Chief of Police: _____ Date: _____ Time: _____

☐ This grievance has been denied
Signature of Chief of Police: _____ Date: _____ Time: _____

☐ This grievance has not been resolved.
Signature of aggrieved member: _____ Date: _____ Time: _____

☐ This grievance has been resolved.
Signature of Chief of Police: _____ Date: _____ Time: _____

---

**REMEDY**

**The above remedy has resolved my grievance.**
**Signature of aggrieved member:** _____
**Date: _____ Time: _____**

## APPENDIX D: AUTHORIZATION FOR REOCCURRING FOP VACATION DONATION

I hereby authorize my employer, the City of Ocala, to deduct the following hours from my vacation leave annually on each October 1 and transmit these hours to the FOP Union Time Pool.

I understand that these vacation hours will be deducted automatically each year unless I notify the City in writing by August 1st to cancel the automatic withdrawal for the following October. After cancellation in writing, there will be no deduction of my vacation hours to be transmitted to the FOP Union Time Pool without a new completed authorization form.

_____
Printed Name

_____
City Employee No.

_____
Vacation Hours Donated

_____ _____
Signature Date