

# **Collective Bargaining Agreement**

Between



**the Sheriff of Orange County**

and



**the Orange County Sheriff's Lodge #93, Fraternal Order of  
Police**

**Certification Number 1784  
Corporals and Sergeants**

and

**Certification Number 1783  
Deputy Sheriff, Deputy First Class, Master Deputy,  
Court Security Deputy, and Court Service Officer**

Through September 30, 2028

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## **AGREEMENT**

**THIS AGREEMENT** is by and between the **SHERIFF OF ORANGE COUNTY** (“Sheriff” or “OCSO”) and the **Orange County Sheriff’s Lodge #93, Fraternal Order of Police (FOP)** representing two distinct bargaining units as set forth in Article I regarding the wages, hours, and terms and conditions of employment of the certified bargaining units.

**Article1**  
**PREAMBLE**

**WHEREAS**, it is recognized by the parties hereto that the declared public policy of the Sheriff and the purpose of Part II, Chapter 447, Florida Statutes, is to provide statutory implementation of Section 6, Article I of the Constitution of the State of Florida, and to promote harmonious and cooperative relationships between the Sheriff and the Sheriff's employees, both collectively and individually, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of the Sheriff; and

**WHEREAS**, it is the intention of the parties of this agreement to set forth the entire agreement with respect to matters within the scope of negotiations; and

**WHEREAS**, the language of this preamble is a statement of intent and, therefore, not subject to the grievance procedure as outlined in Article 6; it is the intent and purpose of the parties hereto to incorporate in this agreement wages, hours, and certain terms and conditions of employment for the employees covered by this agreement, and to provide an orderly, prompt, fair, and equitable procedure for the resolution of differences between the parties in all matters subject to this agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the parties do agree as follows:

**Article 2**  
**RECOGNITION**

(A) The Sheriff recognizes the FOP as the exclusive representative for the purposes of collective bargaining with respect to wages, hours, and terms and conditions of employment for all bargaining unit members included in the two certified bargaining units identified in this article.

(B) Deputy Unit – The Order Clarifying Certification No. 1783 issued by the Florida Public Employees Relations Commission defines the first certified bargaining unit to include all full-time sworn law enforcement personnel of the Sheriff of Orange County in the classifications of Deputy Sheriff, including Deputy First Class and Master Deputy, Court Security Deputy, and Court Service Officer. This unit shall be referred to as the “Deputy Unit.”

(C) Supervisory Unit – The Certification issued by the Florida Public Employees Relations Commission, Certification No. 1784, August 5, 2013 defines the second certified bargaining unit to include all full-time sworn law enforcement positions in the classifications of Corporals and Sergeants. This unit shall be referred to as the “Supervisory Unit.”

(D) All other Sheriff’s employees, including but not limited to the following, are expressly excluded from the two (2) bargaining units: all personnel employed by the Sheriff of Orange County in the classifications of staff assistant to the undersheriff, all civilian employees of the Orange County Sheriff’s Office, auxiliary/reserve deputy I and II, lieutenant, captain, major, chief deputy, undersheriff, sheriff, accreditation sergeant, strategic communications officer, assistant to the county mayor, all part-time and professional employees in the Orange County Sheriff’s Office, and all personnel assigned

to the Professional Standards Section (internal affairs).

(E) The FOP will not ask the Sheriff to recognize it as a bargaining agent for any OCSO employees other than those included in the certified units set forth above, in the absence of a new certification by the Florida Public Employees Relations Commission (PERC).

(F) Clarifications of and amendments to the bargaining units as defined above shall be by mutual consent of the Sheriff and FOP, or in the case of a dispute, by determination of PERC. This shall in no way restrict the right of the Sheriff to create, abolish, reclassify and/or modify job duties, descriptions, or position

**Article 3**  
**DUES CHECK-OFF**

**SECTION 1 – Deductions**

(A) Per Florida Statute 447.303, the Sheriff will deduct FOP membership dues and uniform assessments, certified in writing by the FOP President or designee, from the pay of bargaining unit members who individually request such deductions in writing. If the member's net pay (i.e., gross pay minus all other deductions) is less than the total of membership dues and uniform assessments, the Sheriff will not deduct any amount for FOP membership dues and uniform assessments. Assuming net pay is sufficient, the deductions will occur each pay period unless, or until, the members in question specify otherwise in writing. Deductions for FOP membership dues will begin with the first full pay period following receipt of the authorization by the Sheriff.

(B) Annual membership dues shall be 1.25% of current starting annual salary of a Step 1 Deputy as set forth in the Collective Bargaining Agreement. Thereafter, unless the FOP notifies the Sheriff in writing of any changes thereto, the annual dues shall remain at the aforementioned rate. Changes in payroll deduction amount will be similarly certified to the Sheriff and shall be done thirty (30) days in advance of the effective date of such change.

(C) The FOP agrees to save and hold the Sheriff harmless from any and all suits, claims, or judgments arising because of the Sheriff's compliance with the provisions of this article.

(D) This article applies only to the deduction of membership dues and uniform assessments. Under no circumstances will the Sheriff make deductions of any fines, penalties, or special assessments.

**SECTION 2 – Remittance**

The Sheriff shall forward all deductions for FOP membership dues and uniform assessments, along with a list of applicable bargaining unit members, to Orange County Sheriff's Lodge #93, Fraternal Order of Police, 2177 E. Michigan Street, Orlando, FL 32806. The FOP shall promptly refund to its members any funds received from them that exceed applicable membership dues and uniform assessments.

**SECTION 3 – Termination of Deduction**

Bargaining unit members may revoke the authorization to deduct FOP membership dues and uniform assessments by serving written notice to the OCSO and FOP. The OCSO shall discontinue deductions thirty (30) days after receipt of the member's written notice. The OCSO shall also discontinue dues deductions if: (A) the member is terminated; (B) the member is removed from the bargaining unit (e.g., transferred, promoted, demoted) and requests that deductions be discontinued; (C) FOP's certification as the bargaining agent is suspended or revoked; or (D) FOP's right to deduct and collect dues is revoked pursuant to Florida Statute 447.507.

**SECTION 4 – Indemnification**

FOP shall indemnify, defend, and hold harmless the Sheriff and the Sheriff's officers, officials, agents, and employees from and against any claim, demand, suit, or liability (monetary or otherwise), including all court costs and attorney fees, arising from or in any way connected with the existence or operation of this article. This includes any action, inaction, or negligence on the part of the Sheriff or the Sheriff's officers, officials, agents, and employees.

**SECTION 5 – Checkoff Authorization Form**

(A) Bargaining unit members who wish to initiate deductions for membership dues and uniform assessments shall use the Dues Checkoff Authorization Form. Immaterial changes to the form approved by FOP will not affect deductions authorized by a previous version of the form.

(B) The Sheriff is not required to process deduction requests submitted on Checkoff Authorization Forms that are: (1) incomplete; (2) postdated; or (3) submitted to the Sheriff more than sixty (60) days following the date of the employee's signature.

**Article 4**  
**NO DISCRIMINATION**

**SECTION 1 – FOP Membership**

The Sheriff and FOP agree that neither party will discriminate or interfere with the right of any bargaining unit member covered by this agreement to belong or not belong to the FOP, or to engage in authorized or protected activity.

**SECTION 2 – Illegal or Improper Discrimination**

(A) The Sheriff prohibits discrimination against employees on the basis of age, race, creed, color, national origin, sex, disability, marital status, religion, gender identity, or sexual orientation. The parties recognize the Sheriff has established internal procedures to investigate and resolve alleged cases of discrimination, and they are consistent with standards and procedures established by local, state, and federal law. Accordingly, the parties agree alleged cases of discrimination shall be processed either through the Sheriff's internal procedures or in accordance with local, state or federal law and shall not be subject to the grievance and arbitration procedures of this agreement.

(B) FOP shall not discriminate against members of the certified bargaining units on the basis of age, race, creed, color, national origin, sex, disability, marital status, religion, gender identity, or sexual orientation.

## **Article 5**

### **EMPLOYEE REPRESENTATION AND FOP ACTIVITIES**

#### **SECTION 1 – Representation**

(A) The FOP shall select no more than twelve (12) bargaining unit members [eight (8) from the deputy unit and four (4) from the supervisory unit] who shall be authorized to act as FOP Representatives on behalf of the FOP. No more than two (2) FOP Representatives shall appear with a bargaining unit employee during a grievance meeting at any one time; provided, however, that only one (1) FOP Representative shall speak on behalf of the bargaining unit member.

(B) The FOP shall select Representatives, who may be employed by the FOP or FOP dues-paying bargaining unit members utilizing FOP pool time during periods of representation. FOP Representatives may represent bargaining unit members in grievances, inquiries, internal affairs investigations, and Discipline Dispute Resolution meetings. No more than two (2) FOP Representatives shall appear with a bargaining unit employee during a grievance meeting, inquiry, internal affairs investigation, or Discipline Dispute Resolution meeting; provided, however, that only one (1) FOP Representative shall speak on behalf of the bargaining unit member.

(C) The FOP shall furnish to the Human Resources Division Commander or designee a list of the FOP Representatives, attorneys, and board members when changes occur. The Sheriff's Office may exclude individuals who do not appear on the lists furnished to the Human Resources Division Commander or designee.

(D) The Sheriff will allow the FOP a minimum of one (1) hour, to meet with new employees, provided attendance is voluntary, at a time pre-determined by the Human Resources Division Commander or designee during the Field Training and Evaluation

Program (FTEP) or the initial Human Resources Division (HRD) orientation. The Sheriff may decide to change or eliminate this access provided advanced notification is given to the FOP and, upon a proper request, bargain over the proposed change pursuant to F.S. Chapter 447 and the impasse procedure contained therein.

## **SECTION 2 – Representative Access**

### (A) Normal FOP Business

The Sheriff agrees that the FOP Representative shall have reasonable access to public areas of OCSO facilities. Access to secure areas of OCSO facilities shall be denied unless the FOP Representative requests permission from the Division Commander, or designee, at least forty-eight (48) hours prior to the meeting. The Division Commander may waive the forty-eight (48) hour notification period. Access to restricted areas for the purpose of meeting with a member of the bargaining unit shall not be unreasonably denied. Access shall be limited to the bargaining unit member's break, meal or approved leave time, absent extraordinary circumstances, and shall be restricted to grievance investigations, matters related to the application of this agreement, as well as disciplinary investigations.

### (B) Critical Incident Situations

(1) For purposes of this section, a critical incident includes a traffic crash involving serious injury, the death or serious injury of a person which may have resulted from a bargaining unit member's actions, the discharge of a weapon by a bargaining unit member, or other serious incident.

(2) When a bargaining unit member is involved in a critical incident and requests the assistance of the FOP, the OCSO will allow the member to contact an FOP Representative for assistance and representation; however, at any time the

bargaining unit member shall provide public safety information and suspect descriptions. If a member fails to contact an FOP Representative after several attempts and a reasonable period of time, the member may request a supervisor's assistance with making contact with an FOP Representative.

(C) Bargaining unit members, other than witnesses, involved in a critical incident, shall not be required to give an on-scene interview (other than providing public safety information and complete suspect descriptions), unless they voluntarily consent to do so.

(D) Bargaining unit members, other than witnesses, involved in a critical incident, shall be allowed to have an FOP Representative or attorney present during a walkthrough of a critical incident scene when the walk through is authorized by the lead investigator.

### **SECTION 3 – Leadership Management Consultation**

There shall be a Labor Management Committee made up of two (2) members selected by the Supervisory Bargaining Unit; three (3) members selected by the Deputy Bargaining Unit; and five (5) management representatives, including a Human Resources representative, selected by the Sheriff. The committee shall meet from time to time to discuss matters of mutual concern involving employee relations, equipment, and safety issues. Upon a majority vote of those present at a meeting, the committee may make recommendations to the Sheriff for consideration in which event the Sheriff shall take action the Sheriff deems to be in the best interest of the agency. There shall be no collective bargaining at such meetings. FOP committee members who attend a meeting that is not during their regularly scheduled shift may utilize FOP pool time leave. FOP committee members who attend a meeting during their regularly scheduled shift, with supervisor approval and staffing permitted, shall be

compensated as part of their regular compensation. The use of FOP pool time leave shall be in accordance with Section 7 of this article.

**SECTION 4 – Agency Mailboxes and Interoffice Mail System**

(A) To the extent permitted by the Sheriff, the FOP shall be allowed access and use of the Sheriff's electronic mail system, pursuant to guidelines maintained by the Sheriff.

(B) The FOP is not authorized to place material in agency mailboxes or utilize the inner office mail system, except when corresponding with representatives at the OCSO. The OCSO will not allow any other labor organization to utilize agency mailboxes or the inner office mail system unless required to do so by law. Pieces of mail delivered through the Sheriff's Office mailroom, via the U.S. Mail, shall be distributed to employees through the authorized Sheriff's Office mail system.

(C) Upon request by the FOP and approval by the Human Resources Division Commander or designee, OCSO will email bargaining unit members with requested material the FOP considers to be of interest to bargaining unit members.

**SECTION 5 – Employee Lists**

(A) Upon request of an FOP Representative, the Sheriff will provide the FOP with a list via electronic mail, which includes the name, work address on file, job title, gross salary, job location, hourly rate, pay grade/step, and sworn date, for each bargaining unit member.

(B) A bargaining unit member shall be responsible for promptly notifying the FOP upon resignation, termination, retirement, transfer, promotion, or demotion out of the bargaining unit.

## **SECTION 6 – Negotiations**

(A) The FOP may designate bargaining unit members to serve on its Negotiation Committee. Bargaining unit members serving on the Negotiation Committee who are not on their regularly scheduled shifts during scheduled negotiation sessions shall not be paid by the Sheriff. Employee members of the Negotiation Committee who are on their regularly scheduled shifts during scheduled OCSO negotiation sessions shall be paid for such time in actual negotiation sessions. Only six (6) bargaining unit members from the deputy unit, one (1) of which shall be a Court Service Officer or Court Security Deputy, and four (4) from the supervisory unit, shall be so paid. A bargaining unit member shall not be compensated by the OCSO for time spent preparing for negotiations. Members of the FOP's Negotiation Committee who are not on their regularly scheduled shifts during OCSO negotiations sessions shall be eligible to utilize FOP pool time, in accordance with Section 7, for compensation while attending this meeting.

(B) A bargaining unit member's attendance at negotiation sessions shall not unduly hamper the operations of the work unit or negatively impact staffing levels necessary to meet minimum staffing standards of any sector, section, or unit.

## **SECTION 7 – FOP Business**

### (A) FOP Pool Time – Contributions

(1) During the first full pay period in January of each calendar year, each FOP member of the Supervisor and Deputy Bargaining Units shall contribute two hours of vacation leave or compensatory time from their respective leave balance. Hours contributed pursuant to this section will be maintained in a FOP pool time bank ("FOP bank") to be utilized as authorized and approved pursuant to this agreement.

(2) No more often than once per quarter, bargaining unit members

may contribute additional vacation or compensatory time in one (1) hour increments.

(3) Bargaining unit members shall complete a form approved by the OCSO indicating whether the transfer shall be from their vacation or compensatory leave balances.

(4) Hours in the FOP bank may be utilized by either bargaining unit (the Deputy Unit and Supervisory Unit). The balance in the FOP bank shall never exceed three-thousand (3,000) hours. Additionally, no more than a total of three-thousand (3,000) hours shall be utilized by bargaining unit members during the calendar year. Any balances remaining in the FOP bank at the end of the calendar year shall be used to replenish the FOP bank for the next calendar year provided the total balance in the bank does not exceed three-thousand (3,000) hours.

(5) If replenishing the FOP bank causes the total balance to exceed the three-thousand (3,000) hour allowable balance, any excess hours shall be transferred to the OCSO's emergency medical leave donation pool for the exclusive use of FOP dues-paying members, in good standing, who request and are eligible to receive emergency leave donations in accordance with OCSO policies and procedures. The FOP Board of Directors shall determine which FOP member to donate time to and the FOP president or designee shall provide the agency, in writing, the name of the FOP member receiving the donation and the amount of time being donated. The FOP President or designee may request in writing, to transfer additional hours from the FOP pool time bank to the OCSO's emergency medical leave donation pool for the exclusive use of FOP members.

(6) FOP pool time leave shall not be considered time worked for FLSA purposes and all FOP pool time leave shall be paid as straight time.

(7) If the Public Employee's Relations Commission (PERC) revokes

FOP's certification as the exclusive bargaining agent for both bargaining units, all hours remaining in the FOP bank on the date of decertification shall be transferred to the FOP's emergency medical leave donation pool for the exclusive use of FOP dues-paying members, in good standing, who request and are eligible to receive emergency leave donations in accordance with OCSO policies and procedures. If PERC only revokes FOP's certification for one of the bargaining units, all hours remaining in the FOP bank on the date of decertification will be included in a single FOP bank for use by the bargaining unit still represented by FOP.

(B) Use of FOP Leave

(1) Upon approval of the FOP President or designee, FOP Officers, Directors, FOP Representatives, and general members who are dues-paying bargaining unit members may request duty-time off utilizing FOP pool time for FOP business related to the OCSO including grievances, disciplinary matters, internal affairs investigations, attending Orange County Commission meetings regarding Orange County Sheriff's Office budgeting and new approved position issues, and attending State FOP conventions and meetings, including local board meetings involving OCSO business. Any member wishing to utilize FOP leave must afford the Sheriff's Office at least five (5) working days written notice of the time desired off unless (a) the bargaining unit member intends to attend internal affairs investigations and disciplinary proceedings, (b) grievance meetings, (c) critical incidents, or (d) the bargaining unit member and their supervisor agree to a shorter time frame. The supervisor shall respond to such requests in a timely manner.

(2) When bargaining unit members submit a leave request for FOP leave, they shall record in the comments section of their Lawson payroll the type of FOP event to be attended and the nature of the OCSO-related business. Failure to comply with

this provision will result in denial of the requests. If the balance remaining in the FOP bank is insufficient to cover the member's leave request, the leave will be deducted from the member's vacation balance and the payroll code will be changed from ZUNI to vacation.

(3) The OCSO reserves the right to deny a bargaining unit member's request for time off and use of the FOP leave due to the agency's operational needs, when the member's absence could hamper the operations of the work unit, or when a member's absence from a specific squad, sector, section, or unit could negatively impact staffing levels established under minimum staffing standards.

(4) In the event that a FOP Representative participates in lobbying at the request of and on behalf of the Sheriff, administrative status shall be utilized rather than FOP pool time.

**Article 6**  
**GRIEVANCE PROCEDURE**

It is the agreement of the Sheriff and the FOP to encourage informal discussions of complaints between management and bargaining unit members covered by this agreement, as well as between supervisors and covered bargaining unit members. Such discussions should be held with the view of reaching an understanding, without the need for recourse to the formal grievance procedure prescribed by this article.

**SECTION 1 – Definitions**

As used in this article:

(A) "Grievance" shall mean a dispute involving the interpretation or application of the specific provisions of this agreement, except exclusions that are noted in this agreement. Those matters which have a separate grievance process established by policy such as performance appraisals, illegal discrimination, EEOC matters, or discipline shall not be subject to this grievance procedure unless the parties in a particular case mutually agree otherwise, or a particular section of this agreement provides otherwise.

(B) "Grievant" shall mean a bargaining unit member or the FOP.

(C) "Days" for purposes of this Article shall mean business days. If the last day of any time limit specified herein falls on a contractually recognized holiday or weekend, the time limit shall extend until the end of the next business day. The day of the filing shall not be included in the calculation of time.

**SECTION 2 – Election of Remedy and Representation**

A bargaining unit member who decides to use this Grievance Procedure shall indicate at Step 1 (or the initial written step if authorized by the provisions of this article)

whether or not they shall be represented by the FOP. When the bargaining unit member has elected FOP representation, both the bargaining unit member and the FOP Representative shall be notified of any meeting. Further, any written communication concerning the grievance or its resolution shall be sent to the FOP with a copy supplied to the bargaining unit member. If the bargaining unit member is not represented by the FOP, any adjustment of the grievance shall be consistent with the terms of this Collective Bargaining Agreement. The FOP shall be given reasonable opportunity to be present at any meeting called for the resolution of such grievance. A bargaining unit member using this procedure in the processing of a grievance will be bound by the procedure established by the parties to the agreement. The FOP shall not be bound by the decision of any grievance or arbitration in which the bargaining unit member was not represented by the FOP.

### **SECTION 3 – Procedures – General**

(A) Bargaining unit member grievances filed in accordance with this article should be presented and handled promptly at the lowest level of management having the authority to adjust the grievances.

(B) There shall be no reprisals against any of the participants in the procedures contained herein by reason of such participation.

(C) Once a grievance is presented at Step 2, no new violation of the agreement can be raised, nor can new facts be presented by the grievant, unless those facts are newly discovered since the filing of the grievance.

(D) The resolution of a grievance prior to a decision rendered by an arbitrator shall not establish a binding precedence on either the FOP or the Sheriff in other cases, unless mutually agreed to by both parties.

(E) If a grievance meeting is held or requires reasonable travel time during

the working hours of the grievant or FOP Representative, they shall be excused without loss of pay for that purpose. Attendance at grievance meetings outside of the regular working hours shall not be deemed time worked, but FOP pool time may be utilized.

(F) Grievances shall be presented and adjusted as set forth in Sections 4 through 7 below, and no one management representative shall respond to a grievance at more than one written step.

#### **SECTION 4 – Grievance Procedure**

(A) Step 1:

(1) Within ten (10) Days of the date the grievant knew or should have known of the event giving rise to the grievance, whichever occurs first, the grievant shall request in writing to present their grievance orally to the Section Commander or designee, who has the authority to adjust the grievance, who will respond in writing within seven (7) Days of the oral discussion. The grievant shall also include the Labor Relations Manager on any correspondence sent to the Section Commander or designee.

(2) If the grievance is not resolved, in 4 (A) (1), the grievant shall, within seven (7) Days of the response in 4 (A) (1), or the last day for a response, whichever first occurs, file a grievance at Step 2. A copy shall also be furnished to the Labor Relations Manager.

(B) Step 2:

(1) In filing a grievance at Step 2, the bargaining unit member or designated FOP Representative shall submit via e-mail a Grievance Form to the Division Commander or designee. Failure to include all the information on the Grievance Form shall stay processing of the grievance for no more than twenty-one (21) Days, until the requested information is supplied. If not corrected in twenty-one (21) Days, it becomes

null/void.

(2) The Division Commander or designee shall communicate a decision in writing to the FOP Representative and to the bargaining unit member within seven (7) Days following receipt of the Grievance Form.

(C) Step 3:

(1) If the grievance is not resolved at Step 2, the bargaining unit member or designated FOP Representative may submit the grievance via e-mail to the Bureau Commander or designee within seven (7) Days after receipt of the decision at Step 2. When the grievance is eligible for initiation at Step 3, the Grievance Form must contain the same information as the grievance filed at Step 2. The Bureau Commander or designee shall have a meeting with the bargaining unit member, the FOP Representative, and the Labor Relations Manager, if the bargaining unit member so chooses to discuss the grievance.

(2) The Bureau Commander shall communicate a decision in writing to the FOP Representative and to the bargaining unit member within seven (7) Days following receipt of the written grievance or the grievance meeting.

(D) Step 4:

(1) If the grievance is not resolved at Step 3, the bargaining unit member or designated FOP Representative may submit the Grievance Form via e-mail to the Sheriff or designated representative within seven (7) Days after receipt of the decision at Step 3. When the grievance is eligible for initiation at Step 4, the Grievance Form must contain the same information as the grievance filed at Step 3. The Sheriff or designated representative, shall have a meeting with the bargaining unit member and the designated FOP Representative, if the bargaining unit member so chooses, to discuss

the grievance.

(2) The Sheriff or designated representative shall communicate a decision in writing to the FOP Representative and to the bargaining unit member within seven (7) Days following receipt of the written grievance or the grievance meeting.

(E) The Division Commander, Bureau Commander, Sheriff, or their designees shall have no obligation to hold the meeting provided for in Steps 2, 3, and 4 if the FOP Representative is not available within ten (10) Days of the appeal of the grievance to the applicable step.

### **SECTION 5 – Arbitration**

(A) If the grievance is not resolved at Step 4, the FOP or bargaining unit member may appeal the grievance in writing to the Labor Relations Manager with the intent to seek arbitration, within twenty-one (21) Days after receipt of the decision at Step 4. If, at the initial written step, the FOP refused to represent the bargaining unit member because they were not a dues-paying member of the FOP, the bargaining unit member may appeal the grievance to arbitration. Bargaining unit members covered under this agreement who are not represented by the FOP shall have the opportunity to process grievances to arbitration subject to the limitations set forth in this agreement; provided, however, such member proceeding without the assistance of the FOP shall be required to post a bond in escrow with the Sheriff in an amount calculated to cover the cost of arbitration in the event that the bargaining unit member is assessed their portion of the cost of arbitration, and in no event less than one-thousand-and-five-hundred-dollars (\$1,500).

(B) The parties shall utilize the Federal Mediation and Conciliation Service (FMCS) for the selection of arbitrators. The party requesting arbitration shall request a list of arbitrators from FMCS. FMCS will provide a list of seven (7) arbitrators for each

grievance from which the parties will mutually select one (1). If mutual agreement is not reached, the parties shall alternately strike from the list until one (1) remains. The party requesting arbitration shall make the first strike.

(C) The parties agree to require FMCS to limit the proposed list of arbitrators to those with Florida addresses only. Each party may request one (1) new list.

(D) The Arbitrator shall hear only one (1) grievance at a time unless mutually agreed to by both parties. The parties may, by mutual agreement in writing, submit related grievances for hearing before the same arbitrator.

(E) Arbitration hearings shall be held at times and locations mutually agreed to by the parties.

(F) The arbitrator may fashion an appropriate remedy to resolve the grievance and, provided the decision be in accordance with their jurisdiction and authority under this agreement and the provisions of Chapter 682, Florida Statutes, and shall be final and binding on the Sheriff, the FOP, the grievant(s), and the bargaining unit members in the bargaining unit. In considering a grievance, the arbitrator shall be governed by the following provisions and limitations:

(1) The arbitrator shall issue their decision not later than thirty (30) days from the date of the closing of the hearing or the submission of briefs, whichever is later.

(2) The arbitrator's decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issue(s) submitted.

(3) The arbitrator shall have no authority to determine any other issue, and shall refrain from issuing any statement of opinion or conclusion not essential to the determination of the issues submitted.

(4) The arbitrator shall limit their decision strictly to the application and interpretation of the specific provisions of this agreement.

(5) The arbitrator shall be without power or authority to make any decision contrary to or inconsistent with, adding to, subtracting from, or modifying, altering or ignoring in any way, the terms of this agreement, or of applicable law or rules or regulations having the force and effect of law.

(6) The arbitrator's award may include back pay to the grievant(s); however, the following limitations shall apply to such monetary awards:

(a) No award for back pay shall exceed the amount of pay the bargaining unit member would otherwise have earned at their regular rate of pay, including overtime, and such back pay shall not be retroactive to a date earlier than the date of the occurrence of the event giving rise to the grievance under consideration and in no event more than the time limits permitted for initiation of the grievance.

(b) The award shall not exceed the actual loss to the grievant and will not include punitive damages. The bargaining unit member has a duty to mitigate their losses in accordance with applicable law. Any award will be reduced by any and all interim earnings and/or unemployment compensation received by the bargaining unit member during the period of time affected by the award.

(G) The reasonable fees and expenses of the arbitrator shall be borne solely by the losing party; however, each party shall be responsible for compensating and paying the expenses of its own representatives, attorneys, and witnesses.

(H) The FOP will not be responsible for costs of an arbitration to which it was not a party.

(I) The Sheriff and the FOP shall attempt to mutually agree in writing as to

the statement of the grievance to be arbitrated prior to the hearing, and the arbitrator thereafter shall confine their decision to the particular grievance thus specified. In the event the parties fail to agree on the statement of the grievance to be submitted, the arbitrator will confine the consideration and determination to the written grievance and response presented in Step 4 of the grievance procedure.

(J) Hearsay evidence may be used for the purpose of supplementing or explaining other evidence but it shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions.

(K) The arbitrator may not make any decision that is based upon a past practice if the grievance involves an interpretation of specific terms of this agreement that are clear and unambiguous and such practice is contrary to the express terms of the agreement.

(L) Where there is an issue regarding arbitrability, it is understood that the issue will be resolved separate and apart from the merits of the grievance. Issues of arbitrability shall be resolved by the arbitrator prior to the consideration of the substantive merits of the grievance. Should the matter be found to be arbitrable, either party may request the selection of another arbitrator to consider the substantive merits of the grievance.

(M) If a separate arbitration hearing is held regarding the issue of arbitrability the party who does not prevail shall pay the fees and expenses of the arbitrator, which relate to the arbitrability issue.

(N) The cost of a transcript of the arbitration proceeding shall be borne by the party requesting it, unless both parties agree that a transcript is necessary, then the cost of the transcript shall be divided equally between the Sheriff and the FOP.

## **SECTION 6 – Time Limits**

(A) Failure to initiate a grievance within the time limits in Section 4 above shall be deemed a waiver of the grievance. Failure at any step of this procedure to submit a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision at that step.

(B) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the bargaining unit member or the FOP, where appropriate, to proceed to the next step.

(C) The number of days indicated at each step should be considered as a maximum, and every effort should be made to expedite the process. However, the time limits specified in any step of this procedure may be extended, in any specific instance, by mutual written agreement.

(D) Claims of either an untimely filing or untimely appeal shall be made at the step in question.

(E) The Sheriff or designee and FOP may, by mutual written agreement, extend the time limits for filing or answering a grievance.

## **SECTION 7 – Exceptions**

(A) Nothing in this article or elsewhere in this agreement shall be construed to permit the FOP or a bargaining unit member to process a grievance with respect to any matter which is the subject of a grievance, appeal, administrative action before a government board or agency, or court proceeding, brought by an individual bargaining unit member or group of bargaining unit members, or by the FOP, unless mutually agreed to in writing by both parties.

(B) Subject to Section 8 below, all grievances will be presented at the initial

step provided if a grievance arises from the action of an official higher than the Step 1 Management Representative, the grievance shall be initiated at the step having the authority to resolve the grievance by submitting a Grievance Form as set forth in Step 1 within seven (7) Days of the date the grievant knew, or should have known of the event giving rise to the grievance, whichever first occurs.

### **Section 8 – Class Action Grievances**

(A) The FOP shall have the right to bring a class action grievance on behalf of bargaining unit members in its own name, concerning disputes relating to the interpretation or application of this agreement affecting two or more bargaining unit members in the same classification having the same alleged misinterpretation or misapplication of this agreement or an article or section having overall application to all bargaining unit members. Such grievance shall not include disciplinary actions taken against a bargaining unit member. The FOP election to proceed under this article shall preclude it from proceeding in another forum on the same issue.

(B) Such grievance shall be initiated at Step 3 of Section 4 of this procedure, by filing a grievance as provided in subsection (C) below within seven (7) Days of the date a FOP Representative, knew or should have known, of the event giving rise to the grievance, whichever first occurs. The grievant shall also include the Labor Relations Manager on any correspondence sent to the Bureau Commander or designee.

(C) A class action grievance must:

(1) Identify the name and rank of each bargaining unit member the union claims is affected by the matter over which the grievance is filed; provided, however, that if the entire bargaining unit is affected, the grievance may list the PERC certification number identifying the affected bargaining unit. If a subset of the bargaining unit (e.g.

bureau, division, section, unit, squad, or platoon) is affected, the grievance shall describe in detail the specific class of affected bargaining unit members.

(2) Contain a complete statement of the grievance and all the facts and documents upon which the grievance is based.

(3) Set forth the relief requested, and

(4) Identify the specific articles and/or sections of the agreement alleged to have been violated.

Failure of the grievance to provide all of the required information shall result in a denial of the grievance, which denial shall be final.

(D) Any member of the bargaining unit impacted by the class action grievance may request that their name be removed from the grievance by submitting written notification to the FOP, with a copy to the agency.

(E) Remedial relief, if any, shall not be retroactive but prospective only from the effective date of the arbitrator's decision; provided, however, pay and benefits may be retroactive to the date the grievance was filed pursuant to section 4(A)(2) or the date all of the information on the Grievance Form is provided pursuant to section 4(B)(1), whichever first occurs.

## Article 7

### INTERNAL INVESTIGATIONS

#### **SECTION 1 – Internal Investigations**

(A) When an allegation is made against a bargaining unit member, the investigating authority will make a good faith effort to ensure that the allegation and related statements are reduced to writing or recorded and, whenever possible, under oath. An internal investigation may be opened on the basis of an anonymous or unwritten complaint; however, such complaint shall be documented in writing and initially subject to an inquiry level review.

(B) Any bargaining unit member while under investigation and subject to interrogation by members of the Sheriff's Office for any reason which could lead to disciplinary action, demotion, or dismissal, shall be interrogated under the conditions as established, and shall have the rights and privileges afforded, by Chapter 112, Part VI, Florida Statutes and OCSO Training Bulletin 94-6 and General Order 5.1.2.

(C) For the purpose of this section the definition of interrogation shall be defined as referring to "A meeting involving an investigation of an allegation against a bargaining unit member with respect to an incident or complaint in which the information to be obtained at the meeting could lead to a reprimand, suspension, demotion, or termination of the bargaining unit member." It does not include counseling sessions, inquiries, or meetings at which the bargaining unit member is solely being advised of intended disciplinary action and offered an opportunity to explain why they should not receive the level of intended discipline.

(D) In cases where the agency determines that the bargaining unit member's absence from the work location is essential to the investigation and the

bargaining unit member cannot be reassigned to other duties pending completion of the investigation, the bargaining unit member shall be placed on administrative leave with pay pending the outcome of the investigation, except under the following circumstances:

(1) If any bargaining unit member is arrested for, or charged with, a felony or misdemeanor, they may be suspended without pay during the investigatory period and any administrative appeals. While suspended without pay, the bargaining unit member may use compensatory time or vacation time. Personnel holding a rank of Captain, equivalent, or above, are authorized to suspend a subordinate without pay under those circumstances upon approval of their Bureau Commander or designee. When the Captain, equivalent, or above meets with the bargaining unit member to serve the suspension, the bargaining unit member may choose to submit a verbal or written statement in answer to the allegations. This statement is strictly voluntary. The bargaining unit member may choose to stand silent and not file any such response. No negative repercussions will result from the bargaining unit member choosing to forego a response in these circumstances.

(2) If the criminal charge(s) against a bargaining unit member is dismissed and the bargaining unit member is not disciplined as a result of the administrative process, the Sheriff shall restore the bargaining unit member's pay for the period of suspension or any used compensatory or annual leave time.

(E) When a bargaining unit member is to be interrogated concerning a complaint or allegation, the bargaining unit member will be informed prior to the interview of the nature of the investigation and whether they are the subject of the investigation or a witness in the investigation. Witnesses have no rights under the Law Enforcement Officers Bill of Rights and are not entitled to representation during an interview.

(F) If during the course of an interview as a witness, the bargaining unit member becomes the subject of a complaint, the interview shall cease and the bargaining unit member shall be granted all rights provided under this section.

(G) A supervisor may conduct an inquiry regarding their own complaint. A supervisor covered by this subsection shall be a supervisor who actually observed or was a material witness to the allegation(s) that form the basis of the complaint. In the event the supervisor determines the complaint, if true, could lead to disciplinary action of a suspension without pay or loss of benefits of forty-one (41) or more hours, further investigation of the complaint will not be conducted by that supervisor. If the subject of an investigation covered by this subsection asserts that they can show a clear and convincing conflict of interest, which would impair the supervisor's ability to conduct a fair and impartial investigation, the subject may request a meeting with the Human Resources Division Commander or their designee to request assignment to another supervisor. This request must be made in writing within seventy-two (72) hours of the subject receiving notice of the internal investigation notification form. The subject of the investigation may consult with an FOP Representative, who may also attend the change of venue (assignment to another supervisor) meeting with the Human Resources Division Commander or their designee to discuss the issue of concern and the request for a reassignment to another supervisor. Once the meeting has been conducted, the Human Resources Division Commander or their designee shall render a written decision within seventy-two (72) hours to approve or deny the request. The decision of the Human Resources Division Commander or their designee shall be final and not subject to the grievance procedure of this contract.

(H) When requested, a bargaining unit member may be given up to three (3)

days, excluding weekends and holidays to contact, consult with, and secure the attendance of a FOP Representative at the interview. The FOP Representative may contact the investigating authority directly to schedule an appointment for an interview. The bargaining unit member is responsible for confirming the date, time and location of their interview appointment with either the FOP Representative or investigating authority.

(I) The investigating authority will make a good faith effort to complete all internal investigations within forty-five (45) days from the date the investigation is assigned to the investigator. Except in the case of a criminal investigation, the bargaining unit member shall be notified in writing of the status of an investigation that exceeds sixty (60) calendar days and to the extent possible, an estimated completion date. It is understood that any estimated completion date may continue to be extended based on the facts and circumstances of the investigation.

(J) The OCSO may conduct a preliminary investigation or inquiry and determine whether an internal affairs or other formal investigation is necessary. Bargaining unit members may request a FOP Representative be present during any inquiry or investigation.

(K) It is agreed that whenever possible the investigating authority will initially question a bargaining unit member verbally when conducting an inquiry. This shall not prevent the bargaining unit member from providing reports or other written findings required in the normal course of their duties. The bargaining unit member, who is the focus of the inquiry, may have up to twenty-four (24) hours or the next business day, excluding weekends and agency recognized holidays, to review any written statement reference the inquiry with a FOP Representative before turning it in.

**SECTION 2 – Disciplinary Actions**

Disciplinary actions shall be subject to the appeal procedures set out in OCSO General Order 5.1.2 and 5.1.0, and not the contractual grievance procedure set forth in Article 6 of this agreement.

**Article 8**  
**LAYOFFS AND RECALL**

**SECTION 1 – Layoffs**

(A) No bargaining unit member with regular (non-probationary) status in an affected class shall be subject to layoff while a bargaining unit member on probationary status is serving in that class.

(B) In the event of a reduction in force, the OCSO will consider a number of relevant factors in determining selections for layoff, the public interest being of primary importance. Factors to be considered include:

- (1) Training, experience, and position, including certifications.
- (2) Member's overall performance/disciplinary record.
- (3) Agency Seniority.

As between two (2) bargaining unit members, if one (1) and two (2) above are relatively equal, then seniority shall prevail.

**SECTION 2 – Recall**

Recall will be in reverse order of layoffs and consistent with General Order 4.4.5. No new bargaining unit members will be hired by OCSO until all laid off members of the bargaining unit are offered recall; provided, however, that after twelve (12) months of layoff, a bargaining unit member's re-employment rights under this agreement shall cease.

**Article 9**  
**PROMOTIONS AND APPOINTMENTS**

**SECTION 1 – General**

(A) The purpose of this article is to assist bargaining unit members with career aspirations and to establish a fair and impartial procedure for selecting qualified bargaining unit members for:

- (1) Master Appointment.
- (2) Corporal.
- (3) Sergeant.

(B) As used in this article, the term “good standing” shall apply to bargaining unit members who aspire to achieve appointment to Master Appointment, take a pre-screening exam for a higher rank, or promotion to a higher rank and who meet the following criteria:

(1) The bargaining unit member’s last two (2) performance appraisals meet standards;

(2) The bargaining unit member has not received any discipline resulting in greater than thirty-six (36) hours loss of pay and/or benefits, or demoted, within twelve (12) months, determined by the date of the Notice of Disciplinary Action or Discipline Dispute Resolution Process Agreement, prior to the start of the first applicable test;

(3) The bargaining unit member has no documented history of excessive absenteeism or abuse of sick time within the last twelve (12) months; and

(4) The Sheriff or designee determines the bargaining unit member meets all of the qualifications for the vacancy.

## **SECTION 2 – Promotional Process**

(A) The Sheriff and the FOP agree that, except as provided herein, promotions shall be governed and administered pursuant to OCSO General Order 4.4.3 and this agreement. Court Security Deputies are not eligible for promotions.

(B) The Sheriff and the FOP agree that, except as provided herein, DFC and Master Appointment recognition appointments shall be governed and administered pursuant to OCSO General Order 4.6.2 and this agreement. Court Security Officers, Court Security Deputies, and Deputies are eligible for these recognition appointments.

## **SECTION 3 – Deputy First Class**

No bargaining unit members will be appointed to Deputy First Class (DFC) after October 1, 2017. A bargaining unit member who achieved the DFC classification prior to October 1, 2017 shall retain that classification and pay (appointment pay of thirty-eight dollars and forty-six cents [\$38.46]) until the bargaining unit member achieves a different rank.

## **SECTION 4 – Master Appointment**

(A) The agency's Master Appointment non-supervisory program is designed for sworn members of the agency, in good standing, to be recognized based on continued service and development of their skills and education. Eligibility, administration, and selection for the Master Appointment designation shall be as set forth in General Order 4.6.2 and this agreement.

(B) Upon appointment, bargaining unit members will have the opportunity to obtain the following titles: Master Court Security Officer, Master Court Security Deputy, Master Deputy.

(C) Master Appointment shall receive an appointment pay of fifty-three-dollars and eighty-four cents (\$53.84) a pay period.

(D) Any grievances relating to Master Appointments shall be handled consistent with and administered in accordance with agency General Orders.

(E) Recertification for Master Appointment shall occur not less than every twenty-four (24) months. Upon completion of a certification and two (2) recertification cycles, bargaining unit members with a Master Appointment will obtain a permanent Master Appointment.

(F) A combined total of eighty (80) hours must be achieved during the twenty-four (24) month qualification period with a minimum of twenty (20) hours for each category of expertise sharing and training, with the additional forty (40) hours being completed in either one (1) of the two (2) categories or a combination of the two (2) categories at the bargaining unit member's discretion.

#### **SECTION 5 – Corporal and Sergeant Promotional Qualification**

(A) The Sheriff's Office and FOP agree that, except as provided herein, promotions shall be governed and administered pursuant to OCSO General Order 4.4.3 and this agreement.

(B) In addition to the criteria set forth in General Order 4.4.3, bargaining unit members in good standing with the OCSO shall be eligible to take the Corporal examination for promotion if one of the following conditions is met at the close of business on the day prior to the day of the technical knowledge exam is given.

- An OCSO Deputy who has served a period of four (4) continuous years of service as a sworn law enforcement officer with the OCSO; or
- An OCSO Deputy who has served a period of three (3) continuous years

of service as a sworn law enforcement officer with the OCSO and has a two (2) year or greater college degree; or

- An OCSO Deputy who has served a period of three (3) continuous years of service as a sworn law enforcement officer with the OCSO and has a minimum of four (4) years full-time experience with a branch of the United States military and has been given an honorable discharge with a DD214 on file in Human Resources; or
- An OCSO Deputy who has currently served a period of three (3) continuous years of service as a full-time sworn law enforcement officer with the OCSO and has a minimum of four (4) years full-time sworn experience with another law enforcement agency, which may also include previous full-time sworn experience with the OCSO, and has departed that agency in good standing.

(C) After a period of one (1) continuous year from the date of appointment as a Corporal, bargaining unit members in good standing who also meet the criteria set forth in General Order 4.4.3 shall be eligible to take the Sergeant technical knowledge test and, subject to Section 6(C) below, be considered for promotion to Sergeant.

### **SECTION 6 – General Promotion Procedures**

(A) The Sergeant or Corporal promotional list, once established, will be in effect until the next testing cycle is completed. Upon completion of the cycle, the new list shall become effective and shall be published. Once a Sergeant or Corporal candidate successfully completes all components of the testing process with the established passing score, the candidate shall remain on the list until selected, the candidate requests removal from the list, is no longer in good standing, or is removed from the list in

accordance with this agreement or agency policies.

(B) The testing cycles shall commence in the month of April 2026 and shall last no longer than sixty (60) days, absent unforeseen circumstances. The testing cycles will commence every two (2) years thereafter in the month of April, absent unforeseen circumstances. Unforeseen circumstances such as unexpected operational needs, natural disasters, hurricanes, major sports or community events, other promotional processes which are already in progress, etc., may require delays in the testing process and extension of the existing promotional list. The Sheriff will notify FOP of any delay in the testing cycle. In the event the existing promotional lists (Corporal and Sergeant) are exhausted prior to expiration, the parties shall meet to discuss an interim test procedure and shall mutually agree on the testing process.

(C) The promotional process to advance to the rank of Corporal or Sergeant shall be as follows:

(1) The Sheriff or designee shall determine the contents of all examinations, tests, interviews, the grading process, the grades and other operational criteria for consideration for promotion consistent with General Order 4.4.3 and this article.

(2) The Sheriff will administer a job-related examination specifically for each rank, predicated on the job duties as required by the OCSO. Challenges to individual scores or questions may be made pursuant to General Order 4.4.3 and not under Article 6.

(3) Two (2) Bargaining Unit Sergeants will be selected by the OCSO as part of the promotional process development team to assist as Subject Matter Experts in the review of appropriate test materials for the Corporal and Sergeant promotional

process.

(4) At least ninety (90) days prior to each Corporal or Sergeant promotional written examination, the Sheriff's Office shall provide eligible bargaining unit members a study guide from which the examination is taken and the date for the test. The Sheriff's Office shall also notify the bargaining unit members of the phases of the promotional process to be used consistent with paragraph 9 below, sources to be studied, the weight of each phase of the process to develop the final score, and the eligibility requirements to sit for the examinations.

(5) Prior to the administration of the test, the test shall be reviewed for relevancy and accuracy by the Sheriff's Office Human Resources Career Development Staff. Any questions determined to be outside the scope of the duties and responsibilities of the classification shall be eliminated from the test.

(6) If the identification of a source is required to answer the test question correctly, the source shall be given in the body of the question.

(7) Bargaining unit members will be permitted to review a copy of their completed examination in accordance with Section 119, Florida Statutes. The challenge period will be announced and scheduled following the administration of the test and shall provide at least five (5) administrative business days for bargaining unit members to complete this review. Bargaining unit members must file, in writing, any challenge concerning examination questions during this five (5) administrative business day review period. Challenges to individual scores or questions may be made pursuant to General Order 4.4.3 but not under Article 6.

(8) All qualified bargaining unit members who attain a score of seventy-five (75) points or more on a supervisor pre-screener exam will advance to the

remaining phases of the promotional process.

(9) At least ten (10) days prior to the administration of the test, the Sheriff will determine and announce the final cut-off score and the weight given to each phase of the promotional process, such as, but not limited to: supervisory knowledge exam, in-basket exercise, interview and other phases as the Sheriff deems appropriate. Qualified FTO candidates will receive two (2) bonus points after successfully obtaining the determined cut-off score for the entire promotional process.

(10) After all phases of the promotional process are completed, the Sheriff shall publish a promotional eligibility list on the agency portal, ranked in numerical order by total score with the highest score achieved listed first, and identify all bargaining unit members who successfully passed all phases of the promotional process. Bargaining unit members who fail to remain in good standing shall be removed from the promotional eligibility list for twelve (12) months in accordance with this agreement and General Order 4.4.3.

(11) If a bargaining unit member is removed from the list in accordance with this agreement or agency policies, the list will be adjusted upward until the bargaining unit member is again eligible for promotion. Once the bargaining unit member is eligible for promotion, they will be placed back on the list in their original spot and the list will be adjusted accordingly.

(12) The eligibility lists that are created by this agreement shall be the only lists of candidates eligible for promotion to Corporal and Sergeant. These lists shall be posted on the agency Portal.

### **SECTION 7 – Supervisory Candidate Summary Form**

Candidates eligible and interested in being considered for promotion may complete

a Supervisory Candidate Summary Form. The form and instructions will be located on the agency portal (SharePoint). The Supervisory Candidate Summary Form will consist of several sections that are designed to provide an overview of each candidate's qualifications. The form will be useful in assisting the Sheriff in making promotions. The Sheriff or senior staff may request to review Supervisory Candidate Summary Forms at any time; therefore, it will be each candidate's responsibility to ensure their form is kept up to date.

### **SECTION 8 – Promotion Selection Process**

(A) In making promotions, the Sheriff shall select from the applicable list of the top thirty-five (35) candidates with the highest scores. The Sheriff shall make promotional selections in the following order: the first selection shall be made from the top five (5) candidates; the next selection shall be made from the top twenty (20) candidates, and the third selection from the top thirty-five (35) candidates. Then the rotation starts anew. Tie scores for the fifth (5<sup>th</sup>), twentieth (20<sup>th</sup>), and thirty-fifth (35<sup>th</sup>) positions shall all be considered for the respective rotational eligibility picks. If the promotional eligibility list includes two (2) or more candidates with the same score, those candidates shall be given the same numerical ranking and shall be afforded equal consideration if they are ranked in the fifth (5<sup>th</sup>), twentieth (20<sup>th</sup>), or thirty-fifth (35<sup>th</sup>) position(s). For example, if the promotional eligibility list includes three (3) candidates tied with equal scores for the twentieth (20<sup>th</sup>) ranking, the top twenty (20) candidates shall consist of the nineteen (19) candidates achieving the highest numerical scores and the three (3) candidates tied with the next highest numerical score, even if that means twenty-two (22) candidates are considered eligible for the top twenty (20).

(B) If the Sheriff decides to make another round of promotions at a later

date, the rotational selection process referenced in the preceding paragraph shall resume in the proper order. In other words, if the prior round of promotions ended with a selection from the top five (5), the Sheriff's first selection in the subsequent round of promotions shall be from the top twenty (20).

(C) If a candidate is selected for promotion and subsequently turns the promotion down, they will be removed from their current position on the list, the list will then be adjusted upward, and the candidate will be placed back on the list in the thirty-fifth (35<sup>th</sup>) position. As future promotions are made and the applicable list is adjusted upward, the candidate will advance upward.

(D) When making promotions, if the Sheriff does not select the first (1<sup>st</sup>) candidate on a promotional list, the Sheriff or a member of the Sheriff's senior staff will meet with the candidate to discuss opportunities for professional development which may enhance the candidate's selection during future promotional opportunities.

(E) The Sheriff will consider a number of factors when making selections for promotion, including but not limited to:

- (1) Promotional Test Score.
- (2) Supervisory Candidate Summary Form.
- (3) Commendations.
- (4) Disciplinary History.
- (5) Education and Training.
- (6) Assignment(s).
- (7) Input from sworn and civilian personnel within the agency.

(F) When the Sheriff determines that a Corporal or Sergeant vacancy exists, the Sheriff will make every effort to fill those vacancies as soon as practical through

promotion or the appropriate transfer process.

(G) The actual promotion of one individual over another in any promotional process shall not be subject to the grievance procedure contained in Article 6.

**SECTION 9 – Temporary Assignments**

The Sheriff has the right to temporarily fill vacancies as the Sheriff sees fit. Except in unusual circumstances determined by the Sheriff, the vacancy will be filled within one-hundred and eighty (180) days or when practical.

**Article 10**  
**GROOMING**

The Sheriff and the FOP agree the grooming standards set forth in OCSO General Order 9.1.3 shall apply to bargaining unit members.

## Article 11

### STRIKE PROHIBITION AND WORK REQUIREMENTS

#### **SECTION 1 – Prohibitions**

The FOP shall not, under any circumstances or for any reason, call, encourage, authorize, ratify or engage in any strike, slowdown, concerted abuse of sick leave, unauthorized picketing in furtherance of a strike, slowdown, or concerted abuse of sick leave, or other concerted interruption of work of any kind against the OCSO. The FOP will also not engage in such activities in sympathy for or in support of any other employees or union. The FOP shall be responsible for any act that constitutes a breach of this article if the FOP or any of its officers instigated, authorized, condoned, sanctioned, or ratified such action.

“Unauthorized picketing” means any action in furtherance of a strike, slowdown or concerted abuse of sick leave that has the effect of preventing employees from reporting to or continuing work.

#### **SECTION 2 – Bargaining Unit Members**

Bargaining unit members will not, under any circumstances or for any reason, call or encourage any strike, slowdown, concerted abuse of sick leave, unauthorized picketing in furtherance of a strike, slowdown, or concerted abuse of sick leave, or any other concerted interruption of work of any kind against the OCSO. The bargaining unit employees will not engage in such activities in sympathy for or in support of any other employees or union against the OCSO.

#### **SECTION 3 – Enforcement**

Any alleged violation of this article shall be resolved in a court or agency of

competent jurisdiction and shall not be subject to the grievance procedure under this contract.

**Article 12**  
**PERSONNEL RECORDS**

**SECTION 1 – Personnel File**

(A) All personnel records shall be maintained consistent with applicable law, and specifically Florida’s public records law set forth in Chapter 119, Florida Statutes. The Sheriff shall maintain an official Human Resources personnel file for each bargaining unit member which shall be stored at OCSO Human Resources. This shall not preclude supervisors from maintaining working files on subordinates (e.g., notes on performance issues in preparation for personnel evaluations).

(B) If any material is placed in a bargaining unit member’s official Human Resources personnel file, they may supplement the public record with a written response.

(C) A bargaining unit member will have the right to review their official Human Resources personnel file, and applicable public records in a supervisor’s working file that are subject to disclosure under Florida law, at reasonable times specified by the Sheriff or designee under the supervision of the designated records custodian, to the extent permitted by law.

(D) If the Sheriff, Sheriff’s designee, the Public Employees Relations Commission, the courts, an arbitrator, or other statutory authority determines a document has been placed in the employee’s official Human Resources personnel file in error or is otherwise invalid, the document shall be stamped “NOT VALID,” placed in an envelope together with a letter of explanation, and maintained in the employee’s official Human Resources personnel file. The contents of the envelope will be disclosed pursuant to the requirements of Florida law.

## **SECTION 2 – Privacy**

Whenever a person not employed by the Sheriff asks to review an employee's official Human Resources personnel file or Professional Standards file, the OCSO will notify the employee, in writing, email or verbally, of the request and the name and affiliation of the person, if the person making the request voluntarily provides such information. Upon request, the employee will be provided a copy of all documents provided to the requester.

## **SECTION 3 – Counseling Notes**

The parties agree that a written counseling form does not constitute discipline and is not subject to the grievance procedure set forth in this agreement. Written counseling forms typically document performance issues and related remedial measures. Counseling forms shall be utilized and maintained consistent with agency policy and applicable law. Prior to issuing a counseling form, the issuing supervisor should meet and discuss the issues to be addressed in the counseling form with the bargaining unit member. Only the bargaining unit member may attach a rebuttal to the counseling form. A counseling form shall, at a bargaining unit member's request, be removed from the section level and/or supervisory file twelve (12) months after date of service, unless an additional counseling form or discipline is issued within twelve (12) months of the original counseling form. Under such circumstances, the counseling form shall be subject to removal in accordance with the time limits for the later counseling form or disciplinary action.

## **SECTION 4 – Verbal and Written Reprimands**

Verbal and/or written reprimand records will be maintained by Professional Standards and may, except to the extent otherwise provided, be considered for purposes

of progressive discipline.

## Article 13

### COMPLIANCE WITH GENERAL ORDERS AND SPECIAL ORDERS AND SUBSTITUTION OF MODIFICATIONS

#### **SECTION 1 – General**

(A) Except as modified by a specific provision in this agreement, bargaining unit members must comply with all OCSO policies and procedures (e.g., written directives), including any amendments thereto. Except as specifically set forth in this agreement, the Sheriff retains sole discretion to formulate and implement policies and procedures as the Sheriff deems appropriate for the operation of the agency.

(B) Bargaining unit members shall have access to all OCSO written directives.

#### **SECTION 2 – Maintenance of Accreditation**

The Sheriff shall have the right to promulgate any policies and procedures necessary to maintain current accreditation.

#### **SECTION 3 – Modifications**

(A) When a policy or procedure referred to in this agreement is modified, the modification shall be substituted in every place in this agreement where the original appears. The Sheriff will announce all such modifications and provide the FOP with a copy.

(B) The Sheriff will provide the FOP with anticipated adjustments to, amendments of, and proposed new General Orders, Training Bulletins, and Special Orders applying to bargaining unit members, in order that the FOP may give comments and/or recommendations on the subject within ten (10) working days (Monday through Friday) from the date submitted.

(C) It is further recognized that there may be emergency situations or exigent circumstances where the Sheriff deems it appropriate to take immediate action regarding General Orders or Special Orders applying to bargaining unit members. In those instances, the FOP will be notified after the fact and may then respond if an adjustment is recommended.

(D) The Sheriff will give serious consideration to the FOP's comments and/or recommendations.

(E) Failure of the Sheriff to comply with this provision shall be grievable in accordance with the provisions of Article 6 of this agreement.

(F) The impact of such a change(s) will be subject to bargaining provided the FOP makes a legally proper request within ten (10) working days after the FOP is notified of the change(s).

(G) The FOP shall not have input into OCSO policies and procedures that do not pertain to bargaining unit members.

**Article 14**  
**PERFORMANCE REVIEW**

(A) Bargaining unit members shall be evaluated by their supervisors, who shall be held accountable for such reviews in accordance with OCSO General Order 4.6.14. Grievances over performance evaluations shall only be made pursuant to agency policy.

(B) A bargaining unit member who receives an overall below standards evaluation shall be permitted to grieve it under Article 6 of this agreement, but only through step 4, the Sheriff, or designee.

(C) Written notification shall be given to an employee whose overall performance is below standards at least ninety (90) days prior to the end of the rating period. Supervisors shall document justification for below standards ratings.

(D) In the event an employee transfers prior to their annual performance review, the current supervisor will complete an exit evaluation on the employee's performance to date. This evaluation will be sent to the new supervisor for future consideration when completing the employee's annual evaluation. If the employee is within ninety (90) days of their annual review, this exit evaluation will be considered their overall evaluation. If this transfer occurs within a time greater than ninety (90) days prior to their annual review, the new supervisor shall be responsible for considering the contents of the exit evaluation from the prior supervisor when completing the annual review. If there is a disagreement as to the overall evaluation, the manager of the new supervisor completing the evaluation shall determine the overall evaluation.

(E) A bargaining unit member may attach a written rebuttal to the performance evaluation. No other rebuttals will be permitted.

**Article 15**  
**SENIORITY**

**SECTION 1 – Definition**

(A) “Agency Seniority” means privileges and other special considerations afforded members of the certified bargaining unit because of their continuous, full-time sworn law enforcement tenure with the OCSO, which includes approved absences due to illness, injury, vacation leave, FMLA, military leave, and approved administrative leave.

(B) “Rank Seniority” means the amount of continuous full-time sworn law enforcement service with the agency in the rank of either Corporal or Sergeant. Each rank is independent of the other and upon promotion from Corporal to Sergeant or demotion from Sergeant to Corporal, rank seniority shall commence on the effective date of the newly assigned rank.

(C) “Section Seniority” means the amount of continuous full-time sworn law enforcement service in a unit that is a multi-squad unit. Section Seniority commences on the date the newly assigned member is assigned to the unit that is a multi-squad unit.

(D) “Classification Seniority” means the amount of continuous full-time law enforcement service within a classification. Classification Seniority commences on the date the newly assigned member begins work in the classification.

(E) “Patrol Transfer Seniority” means the amount of continuous full-time law enforcement service with the Orange County Sheriff’s Office. Patrol Transfer Seniority commences on the date the assigned member is transferred from deputy orientation in the Human Resources Division to the Uniform Patrol Division.

(F) For purposes of this article, the term “unit” shall mean the squad or unit to which the employee is assigned.

## **SECTION 2 – Ties in Seniority**

When rank, section, or agency seniority is applied for the selection process of one bargaining unit member over another and there is a tie in rank, section, or agency seniority the following rules will apply:

(A) In the event there is a tie in “Rank Seniority”, if applicable, between bargaining unit members the agency will then select the bargaining unit member with the most agency seniority.

(B) For positions filled based on “Patrol Transfer Seniority”, “Section Seniority” or “Classification Seniority”, in the event there is a tie in “Patrol Transfer Seniority”, “Section Seniority” or “Classification Seniority”, between bargaining unit members the agency will then select the bargaining unit member with the most Agency Seniority.

(C) In the event there is still a tie in Agency Seniority the agency will obtain the bargaining unit member’s social security numbers and the bargaining unit member with the lowest fourth number in their social security number will be selected for the position. In the event the fourth (4<sup>th</sup>) number in the social security number is the same, the next numbers will be compared until the tie is broken.

## **SECTION 3 – Vacation and Holiday Selection**

### (A) Supervisor Bargaining Unit

(1) Members of the Supervisor’s Bargaining Unit shall be given preference on vacation requests and holiday leave request(s) based on rank seniority within the unit or squad, whichever applies. In the event two (2) or more Supervisory Bargaining Unit members in the same unit or squad request the same time off, absent mutual agreement between those bargaining unit members and approval by their

supervisor, the supervisor shall make the final decision. Members of the Supervisors Bargaining Unit may not request holiday or other time off more than one (1) year in advance. All requests must be submitted electronically via e-mail to the unit supervisor. The date and time of the e-mail shall serve as the submitted date.

(2) The OCSO will publish the holiday schedule on a timely basis. Members of the Supervisory Bargaining Unit may only request up to four (4) individual agency approved holiday dates off during a single calendar year. Any additional requests by the same bargaining unit member will be considered for approval once a determination has been made that no other bargaining unit members in the unit or squad desire the same holiday off, in which case the approval shall not be unreasonably denied.

(B) Deputy Bargaining Unit

(1) When members of the Deputy Bargaining Unit request vacation or holiday leave, the OCSO shall give preference within a unit or squad on a “first come, first served” basis. Bargaining unit members may not request holiday or other time off more than one (1) year in advance. The determination of which bargaining unit member requested the time off first will be based solely on the day in which they submitted the vacation or holiday leave request. The request must be made on an agency “Leave Request Form” and shall be given to the unit supervisor or at the discretion of the unit supervisor submitted electronically via e-mail. All submitted “Leave Request Forms” other than electronic submissions must be signed and dated by the bargaining unit member. If the “Leave Request Form” is submitted electronically, the date and time of the e-mail shall serve as the submitted date.

(2) If two (2) or more bargaining unit members in the unit or squad request the same time period off at the same time, the member with greater agency

seniority will be given preference. When two (2) bargaining unit members in a unit have the same agency seniority and request the same time off, supervisors shall use Section 2 Subsection C of this article to determine who will be given preference.

(3) The supervisor shall approve or deny the request within ten (10) days of receiving it. If the requested dates are within the current or next fourteen (14) day pay cycle, the supervisor's decision shall be made and communicated within five (5) days or sooner depending on the requested date off and not be unreasonably withheld or denied.

(4) The OCSO will publish the holiday schedule on a timely basis. Members of the Deputy Bargaining Unit may only request up to four (4) individual agency approved holiday dates off during a single calendar year. Any additional requests by the same bargaining unit member will be considered for approval once a determination has been made that no other bargaining unit members in the unit or squad desire that same holiday off, in which case the approval shall not be unreasonably denied.

(C) Cancellation of Approved Vacation

(1) A bargaining unit member's pre-approved leave may only be cancelled by the Sheriff or designee.

(2) Once a vacation or holiday is approved in accordance with this agreement, a request by a more senior employee in the unit may not override the approval.

**Article 16**  
**OFF-DUTY EMPLOYMENT**

**SECTION 1 – General**

Except as provided in Section 2, the Sheriff and the FOP agree off-duty employment, per Florida Statute 30.2905, shall be administered and regulated in accordance with OCSO General Order 4.3.1.

(A) All jobs will be posted for sworn personnel only during the first 48 hours. If the job is unfilled by sworn personnel and it has been approved for civilian personnel, it will be opened for approved civilian personnel on a first-come, first-serve basis.

(B) If the start time of the job is less than 48 hours away from the time it was posted, it will be filled on a first-come, first-serve basis by sworn or civilian personnel.

**SECTION 2 – Minimum Rates**

(A) The minimum hourly rate paid to bargaining unit members for off-duty employment shall be fifty-five dollars (\$55.00). Bargaining unit members who work off-duty employment are responsible for complying with all applicable laws.

(B) Bargaining unit members shall be compensated at the same rate of pay while working an off-duty detail as a law enforcement officer from another agency working the same detail or the minimum rate established in this article, whichever is greater. Bargaining unit members may agree to work a detail at a different rate of pay than a law enforcement officer from another agency, but may not work any detail for less than the minimum rate established by this article.

(C) Approved single off-duty jobs no more than four (4) hours in length may be worked by bargaining unit members prior to the start time of their regularly-assigned duties or during the middle of their shift, with prior approval from their supervisor.

(D) Bargaining unit members may not work a combination of on-duty and off-duty shifts in excess of eighteen (18) hours in duration within a twenty-four (24) hour period.

(E) The off-duty employer may be charged a cancellation fee of three (3) hours if they fail to notify the job coordinator or assistant coordinator of the cancellation prior to two (2) hours of the start of shift. Notification requirements will include contacting the job coordinator and/or assistant coordinator.

(F) An off-duty coordinator and/or assistant coordinator who is on light duty may continue in the capacity as an off-duty coordinator and/or assistant coordinator, unless it is determined by the Sheriff or designee that the bargaining unit member is not able to perform these duties due to injury or illness. Except as authorized by the Human Resources Division Commander, bargaining unit members are prohibited from physically working a law enforcement related off-duty job while on light duty.

(G) Job coordinators/assistant coordinators may assess a fee for the time and effort involved to coordinate the job. This fee will be agreed upon with the employer prior to starting the job. The fee schedule will be based on the number of off-duty employment total hours worked by off-duty deputies, per invoice period. The combined maximum rate for job coordinators and assistant coordinators fees will be as follows:

1. 0-50.75 hours = \$50.00
2. 51-100.75 hours = \$100.00
3. 101-150.75 hours = \$150.00
4. 151-200.75 hours = \$200.00
5. 201-250.75 hours = \$250.00
6. 251-300.75 hours = \$300.00

7. 301-350.75 hours = \$350.00

8. More than 351 hours = \$400.00

### **SECTION 3 – Holidays**

The minimum hourly rate charged off-duty employers for the Actual Holidays specified in Article 18 of this Collective Bargaining Agreement shall be at least twenty dollars (\$20.00) more than the minimum established rate for the job.

### **SECTION 4 – Administrative Fees**

Nothing in this article shall interfere with the Sheriff's right to determine all administrative charges (e.g., equipment charges, reimbursement fees, costs associated with running the off-duty program, etc.) to be paid by off-duty employers, which is in addition to the hourly rate earned by bargaining unit members for security services.

### **SECTION 5 – Grievances**

Any grievances relating to off-duty shall be handled pursuant to the applicable agency General Orders.

### **SECTION 6 – Changes to the Off-Duty Program**

Nothing in this article or this agreement shall prevent the Sheriff from collecting the reimbursement fee and the bargaining unit members' off-duty compensation directly from off-duty employers, making appropriate withholdings to comply with applicable state and federal laws, or dispersing payments to bargaining unit members for off-duty services rendered through a separate line item on their paychecks. The Sheriff's exercise of discretion pursuant to this Section shall not be subject to the grievance procedure set forth in Article 6 of this agreement.

**Article 17**  
**AGENCY-ISSUED VEHICLES**

**SECTION 1 – General**

Except as provided in Section 2, the Sheriff and the FOP agree that vehicles issued by the agency to bargaining unit members shall be administered and regulated in accordance with OCSO General Order 9.1.1 and this agreement.

**SECTION 2 – Take-Home Vehicles**

(A) The Sheriff authorizes bargaining unit members who live in Orange, Seminole, Lake, Osceola, Brevard, Polk, and Volusia counties the privilege of using their agency-issued vehicles to commute between their home and assigned work station. This privilege is subject to the following conditions:

(1) Bargaining unit members must reside within 25 miles of the Orange County line “as the crow flies.”

(2) Bargaining unit members meeting the requirements of paragraph (A)(1) above, may drive their agency-issued vehicles to, and park them at, their homes in accordance with OCSO General Order 9.1.1 and this article.

(B) Bargaining unit members who do not meet the requirements of paragraph (A) above may not drive their agency-issued vehicles to their residences and must park them at an approved location within Orange County.

(C) Bargaining unit members residing outside of Orange County must provide their supervisor with verifiable mileage from their home to the Orange County line upon their supervisor’s request, for every performance evaluation, and whenever they change their home address.

(D) Bargaining unit members who meet the requirements of paragraph A of

this section shall pay a fee each pay period to reimburse the OCSO for expenses associated with the privilege of driving agency-issued vehicles beyond the Orange County boundary. The fee shall be calculated as follows:

<b>Distance from County Line to Residence</b>	<b>Reimbursement Rate</b>
0 – 10 miles	\$25 per pay period
10.01 – 20.0 miles	\$40 per pay period
20.01 – 25 miles	\$55 per pay period

(E) Bargaining unit members shall not be required to pay the above applicable reimbursement when their assigned vehicle is out of service, and they have not been provided the use of another vehicle. In order to receive the prorated reimbursement, bargaining unit members are required to notify Fiscal Management, via chain of command, in writing with the dates their assigned vehicle was out of service. This notification must be made within fifteen (15) days of the bargaining unit member's assigned vehicle being returned to service.

**SECTION 3 – Out of Service Vehicles**

(A) Bargaining unit members are not required to drive an unsafe vehicle. A bargaining unit member shall immediately report an unsafe vehicle to their immediate supervisor.

(B) Bargaining unit members are not responsible for changing flat tires or vehicle batteries.

(C) Bargaining unit members are responsible for the care, cleanliness, and condition of their assigned vehicle. Additionally, bargaining unit members are required to perform routine maintenance checks in accordance with policy.

## **Article 18**

### **LEAVE, WORKERS' COMPENSATION, DISABILITY, AND PERSONNEL ISSUES GRIEVANCE PROCEDURES**

#### **SECTION 1 – General**

All leave benefits set forth in OCSO General Orders, including but not limited to, Approved Leave and Procedures G.O. 4.1.0, Holiday Leave / Personal Leave G.O. 4.1.2, Sick Leave and Sick Leave Alternatives G.O. 4.1.3, Disability Light Duty G.O. 4.1.5, Family Medical Leave Act G.O. 4.1.6, and Workers' Compensation G.O. 4.6.19, shall be applicable to all bargaining unit members and administered in accordance with such General Orders except as provided below.

#### **SECTION 2 – Definitions**

For purposes of this article, and consistent with General Order 4.1.3, immediate family shall be defined to include parent, spouse, children (regardless of residence), and/or other relatives who resides in the employee's household.

#### **SECTION 3 – Holiday Leave**

(A) Bargaining unit members shall receive the following eleven (11) holidays during the calendar year. Beginning in 2027, bargaining unit members shall receive twelve (12) holidays during the calendar year as indicated below. Bargaining unit members with Monday through Friday operating schedules will recognize the "Observed Holiday." Bargaining unit members assigned to 24/7 shifts will observe the "Actual Holiday."

**2025 Holidays**

<b>Actual Holidays</b>	<b>Observed Holidays</b>
Thanksgiving Day, Thursday, November 27 <sup>th</sup>	Thanksgiving Day, Thursday, November 27 <sup>th</sup>
Day after Thanksgiving, Friday, November 28 <sup>th</sup>	Day after Thanksgiving, Friday, November 28 <sup>th</sup>
Christmas Eve, Wednesday, December 24 <sup>th</sup>	Christmas Eve, Wednesday, December 24 <sup>th</sup>
Christmas Day, Thursday, December 25 <sup>th</sup>	Christmas Day, Thursday, December 25 <sup>th</sup>
New Year's Eve, Wednesday, December 31 <sup>st</sup>	New Year's Eve, Wednesday, December 31 <sup>st</sup>

**2026 Holidays**

<b>Actual Holidays</b>	<b>Observed Holidays</b>
New Year's Day, Thursday, January 1 <sup>st</sup>	New Year's Day, Thursday, January 1 <sup>st</sup>
MLK Day, Monday, January 19 <sup>th</sup>	MLK Day, Monday, January 19 <sup>th</sup>
Presidents' Day, Monday, February 16 <sup>th</sup>	Presidents' Day, Monday, February 16 <sup>th</sup>
Memorial Day, Monday, May 25 <sup>th</sup>	Memorial Day, Monday, May 25 <sup>th</sup>
Independence Day, Saturday, July 4 <sup>th</sup>	Independence Day, Friday, July 3 <sup>rd</sup>
Labor Day, Monday, September 7 <sup>th</sup>	Labor Day, Monday, September 7 <sup>th</sup>
Thanksgiving Day, Thursday, November 26 <sup>th</sup>	Thanksgiving Day, Thursday, November 26 <sup>th</sup>
Day after Thanksgiving, Friday, November 27 <sup>th</sup>	Day after Thanksgiving, Friday, November 27 <sup>th</sup>
Christmas Eve, Thursday, December 24 <sup>th</sup>	Christmas Eve, Thursday, December 24 <sup>th</sup>
Christmas Day, Friday, December 25 <sup>th</sup>	Christmas Day, Friday, December 25 <sup>th</sup>
New Year's Eve, Thursday, December 31 <sup>st</sup>	New Year's Eve, Thursday, December 31 <sup>st</sup>

**2027 Holidays**

<b>Actual Holidays</b>	<b>Observed Holidays</b>
New Year's Day, Friday, January 1 <sup>st</sup>	New Year's Day, Friday, January 1 <sup>st</sup>
MLK Day, Monday, January 18 <sup>th</sup>	MLK Day, Monday, January 18 <sup>th</sup>
Presidents' Day, Monday, February 15 <sup>th</sup>	Presidents' Day, Monday, February 15 <sup>th</sup>

Memorial Day, Monday, May 31 <sup>st</sup>	Memorial Day, Monday, May 31 <sup>st</sup>
Independence Day, Sunday, July 4 <sup>th</sup>	Independence Day, Monday, July 5 <sup>th</sup>
Labor Day, Monday, September 6 <sup>th</sup>	Labor Day, Monday, September 6 <sup>th</sup>
Veteran's Day, Thursday, November 11 <sup>th</sup>	Veteran's Day, Thursday, November 11 <sup>th</sup>
Thanksgiving Day, Thursday, November 25 <sup>th</sup>	Thanksgiving Day, Thursday, November 25 <sup>th</sup>
Day after Thanksgiving, Friday, November 26 <sup>th</sup>	Day after Thanksgiving, Friday, November 26 <sup>th</sup>
Christmas Eve, Friday, December 24 <sup>th</sup>	Christmas Eve, Friday, December 24 <sup>th</sup>
Christmas Day, Saturday, December 25 <sup>th</sup>	Christmas Day, Monday, December 27 <sup>th</sup>
New Year's Eve, Friday, December 31 <sup>st</sup>	New Year's Eve, Friday, December 31 <sup>st</sup>

<b>2028 Holidays</b>	
<b><i>Actual Holidays</i></b>	<b><i>Observed Holidays</i></b>
New Year's Day, Saturday, January 1 <sup>st</sup>	New Year's Day, Monday, January 3 <sup>rd</sup>
MLK Day, Monday, January 17 <sup>th</sup>	MLK Day, Monday, January 17 <sup>th</sup>
Presidents' Day, Monday, February 21 <sup>st</sup>	Presidents' Day, Monday, February 21 <sup>st</sup>
Memorial Day, Monday, May 29 <sup>th</sup>	Memorial Day, Monday, May 29 <sup>th</sup>
Independence Day, Tuesday, July 4 <sup>th</sup>	Independence Day, Tuesday, July 4 <sup>th</sup>
Labor Day, Monday, September 4 <sup>th</sup>	Labor Day, Monday, September 4 <sup>th</sup>

(B) In addition to the recognized holidays referenced above, bargaining unit members shall receive two (2) floating holidays off per calendar year. Floating holidays must be taken during the calendar year and will not carry over from one year to the next.

(C) Bargaining unit members assigned to the Courthouse shall receive eleven (11) paid holidays throughout the year as designated by the Chief Judge and two (2) floating holidays off. Beginning in 2027, bargaining unit members assigned to the Courthouse shall receive twelve (12) paid holidays throughout the year as designated by the Chief Judge and two (2) floating holidays off. The floating holidays must be taken

during the calendar year and will not carry over from one year to the next.

**SECTION 4 – Annual Leave**

(A) The accrual rates of annual leave are as follows:

<b>Years of Service</b>	<b>Pay Periods</b>	<b>Accrual Rate</b>
Up through 4 years	1 to 129	3.69/hrs. bi-weekly
Year 5 anniversary through year 10	130 to 259	4.61/hrs. bi-weekly
Year 11 anniversary through year 15	260 to 389	6.15/hrs. bi-weekly
Year 16 to separation	390 to separation	7.69/hrs. bi-weekly

(B) Bargaining unit members may accrue a maximum annual leave balance of 680 hours.

**SECTION 5 – Sick Leave**

(A) Bargaining unit members accrue sick leave at the rate of 3.69 hours bi-weekly. Sick leave balances shall be carried over from year to year. Sick leave may be utilized for:

(1) Personal incapacitation by reason of illness, injury, pregnancy, or related childbirth recuperation.

(2) In the event a parent wishes to be home with a “well” child, the parent may take up to twelve (12) weeks of sick leave during the first twelve (12) months after the birth, adoption, or foster care placement of the child. This time shall run concurrent with FMLA and any other eligible leave. In the case where both parents are bargaining unit members, each shall receive no more than twelve (12) total weeks of leave per member. This time shall be taken in increments of no less than four (4) consecutive weeks and must run concurrent with FMLA and any other eligible leave.

(3) Care and attendance of an immediate family member afflicted with an illness or injury.

(4) Medical/dental/optical appointments.

(B) Bargaining unit members shall not be required to provide a doctor's excuse if they are out sick for less than three (3) days, unless requested by a Lieutenant or above.

(C) Bargaining unit members shall be awarded bonus incentive leave for the use of little or no sick leave during the calendar year in accordance with the following schedule:

<b>Hours of Sick Leave Used</b>	<b>Hours of Bonus Incentive Leave</b>
0 Hours	24 Hours
.50 Hours – 16 Hours	16 Hours
16.50 Hours – 24 Hours	8 Hours
More than 24 Hours	0 Hours

(D) Bargaining unit members honorably separating from the agency after the effective date of this agreement shall be paid one-quarter (1/4) of their accumulated sick leave after ten (10) years of continuous service or one third (1/3) of their accumulated sick leave after twenty five (25) years of continuous full time service with the OCSO at their hourly rate at the time of separation. This subsection shall not apply to bargaining unit members who are involuntarily separated from the OCSO or who resign without two (2) weeks' notice, unless the Sheriff, on a case-by-case basis, agrees otherwise.

(E) In the event of a line of duty death of a bargaining unit member, payment for all unused sick leave will be made to the estate or appropriate survivor of the

bargaining unit member or as provided by law, at the rate of pay the bargaining unit member was earning at the time of death.

**SECTION 6 – Bereavement and Military Leave**

(A) Bereavement Leave

Bargaining unit members may be granted up to forty (40) hours of leave with pay within two weeks following a death or interment of a spouse, father, stepfather, father-in-law, mother, stepmother, mother-in-law, grandparent, step-grandparent, grandparent-in-law, children, stepchildren, son-in-law, daughter-in-law, brother, stepbrother, brother-in-law, sister, stepsister, sister-in-law, grandchild, step-grandchild, any ward of any employee living in the same household, or any person presently residing together in the bargaining unit member's household as if a family.

(B) Military Leave

Bargaining unit members on military leave are covered under the Uniformed Services and Reemployment Act. For combat or war-time related activation or national emergencies, the Sheriff's Office shall pay a bargaining unit member's salary for the first thirty (30) days of military leave. After the first thirty (30) days of this activation, should the bargaining unit member receive a loss in compensation to an amount less than their normal Sheriff's Office salary due to a lower military base pay, the Sheriff's Office shall pay the bargaining unit member the difference. Education incentive, longevity pay, deputy first class and master deputy pay shall continue but are included in the calculation of the bargaining unit member's Sheriff's Office base pay for purposes of determining whether supplemental pay is due. Specialty pay and reimbursement for loss of off-duty pay will not be compensated as these pays are based on physical functions of specific jobs.

## **SECTION 7 – Extended Leave**

(A) A bargaining unit member with twenty (20) or more years of service, in good standing, may request the Sheriff's approval, via chain of command, to take up to five hundred twenty (520) hours of leave utilizing their accrued vacation time and/or compensatory time to reach their retirement date. This benefit applies regardless of their retirement plan option.

(B) During the five-hundred-twenty (520) hour period of leave the bargaining unit member's vacation and sick leave accruals will cease. The bargaining unit member will still receive benefit for any holidays that fall within the five-hundred-twenty (520) hours. Floating holidays cannot be taken during this time and should be utilized prior to the extended leave period.

(C) When the bargaining unit member begins the five-hundred-twenty (520) hour extended leave period, they will be placed into an administrative status for payroll purposes. For accuracy of calculations, the bargaining unit member will be placed into a schedule showing them working Monday through Friday, and forty (40) hours per week regardless of what schedule they may have been working prior to the beginning the five-hundred-twenty (520) hours of extended leave.

(D) At the expiration of their approved vacation and compensatory extended leave of up to five-hundred-twenty (520) hours, the bargaining unit member will be officially separated. The bargaining unit member will be paid for any remaining vacation and compensatory time, as well as the percentage of sick leave they are credited.

## **SECTION 8 – Workers' Compensation**

Bargaining unit members will be compensated full salary in lieu of workers' compensation indemnity benefits for the entire period of their authorized disability as

determined by an authorized agency physician.

**SECTION 9 – Grievance Process**

Any grievances relating to military leave/pay, ADA, FMLA, disability, group health/supplemental insurance benefits or workers' compensation related issues shall be handled consistent with administration in accordance with the respective General Order and through the Human Resources Division Commander or designee.

**Article 19**

**EQUIPMENT, UNIFORMS, CLOTHING ALLOWANCES, AND LOSS/DAMAGE TO  
PERSONAL PROPERTY**

**SECTION 1 – Uniforms**

(A) Except as modified herein, the Sheriff and the FOP agree that for the duration of this agreement, uniforms and equipment shall be provided to bargaining unit members in accordance with OCSO General Order 9.1.2.

(B) Bargaining unit members assigned to the Uniform Patrol Division are permitted to wear the issued Class C uniform during their normal scheduled duty hours or while conducting approved bicycle patrols. The Class C uniform may be worn for off-duty purposes if approved by the off-duty employer.

(C) Bargaining unit members shall wear the Class A or B uniform or appropriate business attire when testifying in all judicial proceedings, attending community meetings, speaking engagements, or other special events where a supervisor/manager deems the Class C uniform to be inappropriate.

**SECTION 2 – Clothing Allowance**

(A) Bargaining unit members shall receive an annual clothing allowance of \$1,300.00 (\$50 bi-weekly) while assigned to the following squads/units:

Analytics, Intelligence and Monitoring	Homicide
Auto Theft	Sector 6 Investigations
Background Investigations	Sex Crimes
Criminal Intelligence	Threat Assessment & Threat Management
Domestic Crimes	Transportation & Extraditions
Economic Crimes	Violent Crimes
General Investigations	

(B) Bargaining unit members shall receive an annual clothing allowance of \$780.00 (\$30 bi-weekly) while assigned to the following:

Digital Forensics	High Risk Incident Command
Electronic Surveillance Support Team	Metropolitan Bureau of Investigation
Felony	Sex Offender Surveillance Squad
Fugitive	Street Drugs/Narcotics
Gang	

**SECTION 3 – Shoe Allowance**

Each bargaining unit member shall receive an annual shoe allowance of \$150.00, to be paid in the first pay period of January of each calendar year.

**SECTION 4 – Loss/Damage to Personal Property**

Bargaining unit members shall be reimbursed for personal property lost or damaged while on duty pursuant to OCSO General Order 4.6.9.

## Article 20

### EDUCATIONAL ASSISTANCE AND TRAINING

#### **SECTION 1 – General Information**

(A) The Sheriff is committed to encouraging bargaining unit members to pursue advanced educational opportunities to enhance their professional development and value to the agency. Therefore, all bargaining unit members shall have equal access to the Educational Assistance Program provided in OCSO General Order 4.3.2 and shall be governed by its provisions. Bargaining unit members are eligible for reimbursement of 100% of tuition and book costs up to a maximum of \$2,500.00 per fiscal year. The Sheriff reserves the right to suspend educational assistance benefits for all bargaining unit members due to budgetary constraints; provided, however, such decision shall be subject to the grievance procedures of this contract through Step 3.

(B) Bargaining unit members may, with the approval of their immediate supervisor, attend courses during normal duty hours. Bargaining unit members will not be compensated for attending courses during their normal duty hours but may use annual leave or comp time hours up to their normal work scheduled hours. The use of annual leave or comp time hours cannot cause the bargaining member to accrue overtime.

**Article 21**  
**ACTING RANKS**

**SECTION 1 – Working Temporarily in a Higher Classification**

Any bargaining unit member who is directed by a supervisor to act in a higher promotional classification for a continuous period of 80.0 hours or more shall be entitled to placement in the salary range of the higher promotional classification. The bargaining unit member shall receive an increase in base salary during the period of assignment which shall be retroactive to the initial date of the acting assignment. The bargaining unit member shall be placed in a pay step which results in an increase of a minimum of five percent (5%), consistent with policy. A patrol sergeant who is required to act as a watch commander for six (6) or more consecutive hours in a single shift shall receive an additional \$2.50 per hour in lieu of placement in the higher promotional class, up to a maximum of 80 hours per pay period, retroactive to the initial start of the acting assignment.

**SECTION 2 – Removal**

Any bargaining unit member may be removed from an acting rank assignment in order to facilitate training opportunities for other bargaining unit members; however, a bargaining unit member shall not be removed from an acting rank assignment solely for the purpose of avoiding payment under this article.

**SECTION 3 – Limitations**

Unless the Sheriff decides otherwise for operational reasons, a bargaining unit member may be assigned to a permanent vacancy in a higher rank for no more than one hundred eighty (180) continuous days.

**Article 22**

**TRANSFER OR CHANGE IN ASSIGNMENT**

Bargaining unit members who have successfully completed their probationary period in their position and who meet all eligibility requirements shall have the opportunity to request a transfer to vacant positions in accordance with the provisions of this article General Order 4.4.2, and General Order 4.4.3.

For purposes of this article, the term “unit” shall mean the squad or unit to which the bargaining unit member is assigned.

**SECTION 1 –Transfer Review Process**

(A) Except as provided in this article, permanent position vacancies in a unit within a section shall be filled in accordance with General Orders 4.4.2 and 4.4.3, which includes a Transfer Review Board (TRB), Candidate Review Process, or Appointment by the Sheriff. If the process used was a TRB, any subsequent vacancies in that same position shall be filled from the active TRB list of remaining candidates. The TRB list will remain valid for one-hundred-twenty (120) consecutive days from the date it is approved by the Human Resources Division Commander or designee. When a position is filled via the Candidate Review Process, any subsequent openings will require a new posting. No lists will be retained for Candidate Review Process positions. Units subject to the TRB or Candidate Review Process are listed below:

<b>Transfer Review Board</b>		
Agricultural Crimes	Fugitive	Narcotics
Analytics, Intelligence & Monitoring	General Investigations	Sexual Offender Surveillance
Auto Theft	Judicial Process	Tactical Anti-Crime
Community Relations	K-9	Traffic

Court Intelligence	Marine	Transportation & Extraditions
Court Security	Motors	Violent Crime
Economic Crimes	Mounted Patrol	Youth Services

<b>Candidate Review</b>		
After Hours Strike Team	Emergency Management	Sex Crimes
Aviation	Facility Security	Sector 6 Investigations
Background Investigations	Felony	Special Projects Deputy
Community Oriented Policing Squad	Gangs	Tourist Oriented Policing Squad
Digital Forensics	Homicide	Training
Disney Springs	OC Convention Center	
Domestic Crimes	Recruiting and Selections	

(B) Full-time specialty units with multiple squads

(1) The Section Commander shall post permanent vacancies in a full-time specialty unit with multiple squads by advertising to all interested bargaining unit members for ten (10) calendar days. The Section Commander shall determine which vacancies will be posted based on staffing allocation and operational needs.

(2) A bargaining unit member within the multi-squad unit who is interested in another position that may become vacant due to personnel movement caused by the original ten (10) day posting must submit a memorandum or e-mail of interest, via chain of command, identifying the specific position of interest. The memorandum of interest must be submitted within the original ten (10) day posting. Any vacancies created by movement into the posted position may be filled from the memorandum of interest, contingent on operational needs and affording preference to Section Seniority as defined in Article 15. After all internal personnel movement within the

squads has been completed, if any, the resulting vacancy shall be filled first from an active TRB or Candidate Review Process list. If one does not exist, another TRB / Candidate Review Process shall begin in accordance with General Order 4.4.3.

(3) The Section Commander shall notify all applicants when the vacancy is filled.

(4) When a vacancy is filled through the TRB / Candidate Review Process pursuant to this subsection, the bargaining unit member will not be required to complete a twelve (12) month probationary period in that position before transferring to another squad within that specialty unit; however, bargaining unit members must complete the twelve (12) month position probationary period prior to applying for another position through the TRB / Candidate Review Process.

(C) Bargaining unit members who transfer to a specialty unit through the TRB / Candidate Resume Process and elect to transfer to Uniform Patrol prior to the end of their twelve (12) month position probationary period must complete the remaining portion of their probationary period in Uniform Patrol prior to becoming eligible to apply for and participate in another TRB / Candidate Review Process. Bargaining unit members are eligible to add themselves to the UPD Transfer List during the remainder of their position probation in accordance with Section 3 of this article.

## **SECTION 2 – Court Security Squad Assignments**

The Section Commander shall post permanent vacancies involving squad assignments within the Court Security Section by first advertising to all interested bargaining unit members for ten (10) calendar days. The Section Commander shall determine which vacancies will be posted based on staffing allocation and operational needs.

(A) Interested bargaining unit members on one of the squad assignments must apply to the Section Commander by submitting an email or written memorandum during this ten (10) day posting period.

(B) The Section Commander shall evaluate all timely requests received from eligible bargaining unit members and make a selection consistent with Section 5.

(C) A bargaining unit member within one of the Court Security squads who is interested in another position that may become vacant due to personnel movement caused by the original ten (10) day posting must submit a memorandum of interest, via chain of command, and an email, identifying the specific position of interest. The memorandum of interest must be submitted within the original ten (10) day posting period. Any vacancies created by movement into the posted position may be filled from the memorandum of interest, contingent on operational needs and affording preference to Section Seniority as defined in Article 15.

(D) After all personnel movement within the squad has been completed, if any, the resulting vacancy shall be filled first from an active TRB list for that same position. If one does not exist, another TRB process shall begin in accordance with General Order 4.4.3.

(E) The Section Commander shall notify all applicants when the vacancy is filled.

(F) When a vacancy is filled through the TRB, or a ten (10) day posting, pursuant to this subsection, the bargaining unit member will be required to complete a six (6) month probationary period in that position before transferring to another squad within the Court Security Section; however, bargaining unit members must complete the twelve (12) month position probationary period prior to applying for another position through the

TRB and/or Candidate Review Process.

(G) Bargaining unit members who transfer to the Court Security Section through the TRB process pursuant to this Section and elect to transfer to Uniform Patrol prior to the end of their twelve (12) month position probationary period must complete the remaining portion of their probationary period in Uniform Patrol prior to becoming eligible to apply for and participate in another TRB and/or Candidate Review Process. Bargaining unit members are eligible to add themselves to the UPD Transfer List during the remainder of their position probation in accordance with Section 3 of this article.

(H) Bargaining unit members assigned to the Court Security Section are eligible to be assigned to the Court Special Response Team (CSRT), Critical Incident Stress Management Team (CISMT), Honor Guard/Bagpipe Team, Critical Incident Management Team (CIMT), High Risk Incident Command Intelligence Team (HRIC), Certified Voice Stress Analyst (CVSA), or other assignments approved via the Division Commander. The Division Commander shall determine how many bargaining unit members within the Court Security Section can be assigned to each team and may deny a bargaining unit member from participating in a training or call-out based on staffing and operational needs.

### **SECTION 3 – Permanent Vacancies on Uniform Patrol Squads**

Permanent vacancies for Uniform Patrol squads will be filled through the Uniform Patrol Division (UPD) Transfer List. The Division Commander shall determine which vacancies will be filled based on staffing allocation and operational needs. When vacancies become available, an announcement will be made to all bargaining unit members. Bargaining unit members will have five (5) calendar days to add themselves to the UPD Transfer List. All non-probationary bargaining unit members are eligible to

apply to the UPD Transfer List, but selections will be based on Patrol Transfer Seniority as defined in Article 15 of this collective bargaining agreement. Once a selection is made, the bargaining unit member will be notified of the results. The bargaining unit member selected for the position will be transferred to that position when staffing permits and must complete three (3) months in the position, from the date of transfer, before being eligible to transfer to another squad within UPD. A bargaining unit member may remove themselves from the UPD Transfer List at any time prior to transfer. Ties in Agency Seniority will be handled consistent with Article 15 Section 2 of this agreement.

#### **SECTION 4 – Transfer Eligibility Criteria**

Except as otherwise provided in this article, permanent vacancies are to be filled based on seniority as defined in Article 15 when a bargaining unit member meets the following criteria as of the first date of the posting period:

(A) The bargaining unit member's last performance appraisal meets standards;

(B) The bargaining unit member has no discipline at a level of suspension resulting in greater than thirty-six (36) hours' loss of pay and/or benefits, or demotion, within the last twelve (12) months;

(C) The bargaining unit member has no documented history of excessive absenteeism or abuse of time within the last twelve (12) months;

(D) The bargaining unit member meets the specific requirements for the position; and

(E) The Sheriff or designee determines the bargaining unit member meets all of the qualifications for the vacancy.

## **SECTION 5 – Cross-Training Opportunities**

Bargaining unit members who cross-train within another division for career development are not guaranteed an immediate transfer opportunity when their chosen position of interest becomes available.

## **SECTION 6 – Candidate Review Process**

(A) The Division Commander shall post a permanent vacancy arising in one of the listed unit / squad positions agency-wide for ten (10) days. The announcement will include the qualifications for the vacancy. Interested bargaining unit members may apply for the vacancy by submitting a candidate summary form and memorandum of interest to Career Development within the time frame set forth in the announcement. The Sheriff, or designee, will select the applicant for the position from the qualified applications. The Division Commander shall notify all applicants when the vacancy is filled.

(B) When filling vacancies through the Candidate Review Process, the bargaining unit member's work experience, education, training, disciplinary history, commendations, and relevant input from sworn and civilian personnel within the agency, shall be considered.

(C) When the Sheriff, or designee, exercises discretion to select the applicant to fill the vacancy, the bargaining unit member may grieve the exercise of that discretion through Step 4 of the grievance process set forth in Article 6 of this agreement.

## **SECTION 7 – Other Transfers**

(A) The Sheriff reserves the right to transfer a bargaining unit member to a position of sensitivity, to include the Criminal Intelligence and Threat Management Section, ESST Squad, Professional Standards, Strategic Communications, Quality

Assurance, Law Enforcement Academies, MBI, Assistant to the County Mayor, Recruiting Unit, HRIC, and all Federal Task Forces when the Sheriff finds administrative transfers to be appropriate. The Sheriff reserves the right to administratively assign bargaining unit members departing the above listed assignments after they serve in that capacity.

(B) A bargaining unit member who serves five (5) or more continuous years in the Homicide Unit may request an administrative transfer out of that unit to an existing or posted vacancy.

(C) A bargaining unit member who completes five (5) or more continuous years of service in the Training Section on or before February 21, 2019, may request an administrative transfer out of that unit to an existing or posted vacancy.

#### **SECTION 8 – Training Requests**

(A) Bargaining unit members who submit training requests at the unit or squad level must meet the criteria set forth below to be considered:

(1) The bargaining unit member's last performance appraisal meets standards;

(2) The bargaining unit member has no suspension involving a loss of pay and/or benefits of thirty-six (36) or more hours or demotion within the last twelve (12) months; and

(3) The bargaining unit member has no documented history of excessive absenteeism or abuse of time within the last twelve (12) months.

(B) When two (2) or more bargaining unit members in the same unit or squad request the same training prior to the supervisor's submission, all requests will be forwarded for further consideration.

## **SECTION 9 – Reassignment, Transfer, or Change in Assignment**

(A) Nothing in this article shall be construed to prevent the Sheriff, in the Sheriff's discretion, from reassigning, transferring, or changing a bargaining unit member's assignment based on operational efficiency, the needs of the agency, or a bargaining unit member's personal or professional hardship. Administrative transfers for personal and professional hardships will require the bargaining unit member to remain in UPD or their newly-assigned division for one (1) year; however, a bargaining unit member transferred to UPD will be allowed to add themselves to the UPD Transfer List after serving three (3) months in their administrative transfer position. When the Sheriff exercises discretion pursuant to this section, the Sheriff will make a good faith effort to consider the needs and circumstances of the bargaining unit member prior to taking such action. If the Sheriff exercises discretion pursuant to this section, the procedures set forth in this article are not applicable. Additionally, the Sheriff's exercise of discretion pursuant to this Article shall not be subject to the grievance procedures of this agreement.

(B) The Sheriff shall make a good faith effort to provide the bargaining unit member with a minimum of five (5) calendar days' notice prior to effecting any reassignment or transfer pursuant to this section. The parties agree that prior notification shall not be required during emergencies or other extraordinary conditions.

(C) The Sheriff reserves the right to temporarily fill vacancies in the Sheriff's discretion while posted vacancies are being filled. Except in unusual circumstances determined by the Sheriff, the vacancy will be filled within one hundred and eighty (180) days.

(D) If a full-time law enforcement officer vacancy in the Youth Services Section or Court Services Section is not filled through the TRB, the Sheriff may fill the

vacancy(ies) through the Agency's external hiring process.

## Article 23

### WORKDAY, WORKWEEK, AND OVERTIME

#### **SECTION 1 – General**

Except as modified herein, the Sheriff and the FOP agree the hours of work, overtime, and compensatory time for bargaining unit members shall be administered and regulated in accordance with OCSO General Order 4.2.3, General Order 4.2.4, and the Fair Labor Standards Act.

#### **SECTION 2 – Normal Work Schedule**

The normal work schedule for bargaining unit members shall be an eight (8), ten (10), or eleven and one half (11 ½) hour daily shifts that total eighty (80) hours bi-weekly, depending on the bargaining unit members' work assignment. All rest periods shall be considered as hours worked. As determined by the Sheriff, meal periods may be considered hours worked depending on the bargaining unit member's assignment.

#### **SECTION 3 – Overtime and Compensatory Time**

(A) Actual hours worked in excess of eighty-two (82) hours in an established fourteen (14) day work cycle shall be considered overtime and shall be compensated by payment at time and one half the bargaining unit member's regular rate of pay, or at the employee's option, compensatory leave equal to one and one half times the number of hours worked, within the caps established by this article. A supervisor may release a bargaining unit member from duty (e.g. flextime) for the remainder of a normal scheduled work period for the purpose of eliminating the need for overtime compensation.

Additionally, a bargaining unit member shall not receive overtime compensation for leave hours, to include Floating Holidays, if these additional hours occur after the bargaining unit member has earned the eighty (80) basic hours.

(B) Time spent by bargaining unit members attending pre-shift briefings, fueling or otherwise maintaining an assigned agency vehicle, during their regularly designated work shift, shall be considered time worked for purposes of determining overtime.

(C) Upon separation, unit employees will be paid for all unused compensatory leave. Such leave shall be paid at the rate of pay the employee was earning at the time of separation.

(D) The maximum accrued comp time balance shall be no more than one hundred sixty (160) hours.

## Article 24

### COURT APPEARANCES, ON-CALL, AND RE-CALL

#### **SECTION 1 – Court Appearances**

(A) Except as provided herein, the Sheriff and the FOP agree that court-related appearances for bargaining unit members shall be administered and regulated in accordance with OCSO General Order 16.1.14.

(B) A bargaining unit member who receives a subpoena to appear as a witness at a time falling outside of their regularly assigned work hours shall be compensated for actual time worked, or a minimum of two and one half (2 ½) hours, whichever is greater. Time spent traveling to and from the required appearance, as well as the time spent actually attending the event, shall be considered as actual time worked. A bargaining unit member shall not be compensated simply because they were notified of a possible court appearance, placed on standby, or for court cases involving non-OCSO related duties.

(C) A bargaining unit member who is required by subpoena to appear more than once during a day will be compensated for an additional two (2) hour minimum provided the second subpoena requires their appearance one (1) hour or more after the release from the first subpoena. If the second (2<sup>nd</sup>) subpoena requires their appearance less than one (1) hour after the release from the first (1<sup>st</sup>) subpoena, the bargaining unit member will be compensated as continuous time.

#### **SECTION 2 – Call-Back Time**

(A) Bargaining unit members who have left the workplace and who are ordered or otherwise directed to physically return to work more than one (1) hour after completing a scheduled shift shall be paid a minimum of two (2) hours. Bargaining unit

members who are ordered or directed to physically return to work less than one (1) hour after completing a scheduled shift shall be paid for all time commencing from the completion of the previously completed shift, except in those circumstances described in Section 2 (B).

(B) This Section also applies when a bargaining unit member is required to provide a statement to an investigative unit at a time which begins more than two (2) hours before their scheduled shift or more than one (1) hour after their scheduled shift is completed.

(C) If the bargaining unit member is ordered or directed to physically return to work to correct their own error or omission which cannot wait until the bargaining unit member's next shift, they shall only be compensated for actual time worked.

## Article 25

### WAGES

#### **SECTION 1 – Wages**

(A) Fiscal Year 2025/2026

Effective the paycheck issued October 3, 2025, each pay plan for the Court Security Officer (CSO), Court Security Deputy (CSD), Deputy (Deputy, Deputy First Class, and Master Deputy), Corporal, and Sergeant will be adjusted and all bargaining unit members will be placed in their respective pay plans in accordance with the charts in Attachment 1.

(B) Fiscal Year 2026/2027

Effective the paycheck issued October 2, 2026, all bargaining unit members will advance one step in their respective pay plans as shown in Attachment 1, not to exceed the maximum of the pay plan. Bargaining unit members at or who reach the maximum of the pay plan shall receive a lump sum payment, minus all normal withholdings, as indicated in Attachment 1. The lump sum amount will not be added to the bargaining unit members' base rate of pay and will not be reflected in the pay plans.

(C) Fiscal Year 2027/2028

Effective the paycheck issued October 1, 2027, all bargaining unit members will advance one step in their respective pay plans as shown in Attachment 1, not to exceed the maximum of the pay plan. Bargaining unit members at or who reach the maximum of the pay plan shall receive a lump sum payment, minus all normal withholdings, as indicated in Attachment 1. The lump sum amount will not be added to the bargaining unit members' base rate of pay and will not be reflected in the pay plans.

(D) The wage and pay plan adjustments in this section will only apply to

bargaining unit members on the active payroll in good standing as of the date of implementation for each respective adjustment.

(E) No additional wage, salary, pay plan adjustments, or step advancements will occur for the duration of this contract. All future wage, salary, pay plan adjustments, or step advancements, if any, shall be negotiated among the parties pursuant to Article 33 (Duration).

## **SECTION 2 – Economic Re-opener Based on Funding Shortfall**

The wages and other economic benefits provided in this agreement are based on anticipated revenue from Orange County Government and from other sources. In the event the Sheriff is not provided or is notified that he will not be provided all of the anticipated funds, the Sheriff shall have the option but not the obligation to reopen all or any of the economic sections or subsections of the agreement, including but not limited to Articles 24, 25, 26, 27, and 28. Notice of reopening shall be made in writing to the FOP President within forty five (45) days of the date on which the Sheriff was made aware of the revenue shortfall. In the event the Sheriff elects to reopen any section or subsection of this agreement, the FOP, with written notice to the Sheriff within fifteen (15) days of receipt of the Sheriff's Notice, may similarly reopen any other section or subsection of this agreement having a fiscal impact. Any dispute shall be resolved pursuant to the statutory impasse procedure set forth in Florida Statutes Chapter 447 and not under Article 6.

## Article 26

### EQUIPMENT AND SERVICE AWARDS

#### **SECTION 1 – Award Program**

The Sheriff and the FOP agree that the program of recognition awards set forth in OCSO General Order 4.7.0 shall apply to bargaining unit members.

#### **SECTION 2 – Retirement Award**

Bargaining unit members who retire (honorably and in good standing) under any provision of the Florida Retirement System (FRS) after at least ten (10) years of full-time service with the OCSO, or under medical disability retirement, shall receive their badge, service handgun, if one had been issued as part of the employee's equipment, and an identification card clearly marked "RETIRED."

#### **SECTION 3 – FOP Ribbon**

The agency will distribute a FOP Ribbon to active, dues-paying members of the FOP upon the member's request.

#### **SECTION 4 – Awards Committee**

The FOP President may select one (1) bargaining unit member to be assigned to the Sheriff's Office Awards Committee.

**Article 27**  
**INSURANCE BENEFITS**

**SECTION 1 – Participation**

(A) The Sheriff and the FOP agree that for the duration of this agreement, insurance benefits shall be provided and administered to bargaining unit members in accordance with OCSO General Order 4.3.0.

(B) The Sheriff's Office will make available a group health insurance program to bargaining unit members at the same level that such group health insurance program is provided to other Sheriff's Office employees.

(C) If the Sheriff's Office utilizes an RFP (bid) process for a health insurance network provider/claims administrator, the FOP may select two (2) bargaining unit members or FOP staff representatives to attend and participate in that selection process.

(D) In February of each year and every month thereafter, the FOP may request a meeting with the OCSO to review the health plan financial report. The purpose of the meetings is for the FOP to provide feedback or input on the current plan designs or insurance coverage for the Sheriff's Office to consider for the upcoming year. In addition, the FOP will be provided with a Monthly Financial Review of the Health Care plan as provided to the agency.

(E) The FOP will be notified of any change in the insurance carriers resulting from an RFP process referenced above, nature or scope of coverage, amount of the coverage, or increased amounts to be paid by bargaining unit employees, at least ten (10) days prior to notification to OCSO employees in order for the FOP to provide comments or concerns.

(F) The Sheriff's Office reserves the ultimate right to make any changes

including, but not limited to, any change in the insurance carriers, nature or scope of coverage, amount of the coverage, or in the costs of the insurance or the Sheriff's contribution level based on any fiscal impact to the agency's budget.

## **SECTION 2 – Retirees**

Bargaining unit members who retire from the Sheriff's Office under the FRS may continue their group medical insurance coverage. The retiree will pay the full premium. To assist with this cost, the Sheriff's Office will provide a monthly subsidy to retired employees (former bargaining unit members) who retired from service from the Sheriff's Office with at least ten (10) years of service, are receiving FRS benefits and retired in good standing. The monthly subsidy will provide seven dollars and fifty cents (\$7.50) for every year of Sheriff's Office service to a maximum of thirty (30) years. This subsidy is in addition to any Health Insurance Subsidy paid by the FRS.

The Sheriff and FOP agree that all other conditions provided for under General Order 4.4.7 shall be applicable to bargaining unit members.

## Article 28

### LONGEVITY PAY, SPECIALTY PAY, ASSIGNMENT PAY, AND SHIFT DIFFERENTIAL

#### SECTION 1 – General

Except as provided herein, specialty pay, assignment pay, shift differential pay, and longevity pay shall be administered and regulated in accordance with OCSO General Order 4.6.3.

#### SECTION 2 – Specialty and Assignment Pay

(A) Bargaining unit members in the following assignments shall be eligible to receive a bi-weekly pay supplement in accordance with the schedule shown below while maintaining that assignment and in accordance with OCSO General Order 4.6.3. Bargaining unit members serving on specialty teams may receive a maximum of two (2) specialty pays. Bargaining unit members placed in a light duty, limited duty, or no duty status are eligible to receive specialty or assignment pay until they return to full duty status.

Section	Bi-weekly Amount
<b>Part-Time Specialty Pay</b>	
Hazardous Device Team (0-4 years of service)	\$53.08
(5 years of service and above)	\$71.54
Certified Voice Stress Analyst (part-time)	\$34.62
Clandestine Lab Response Team (0-4 years of service)	\$53.08
(5 years of service and above)	\$71.54
Court Special Response Team (0-1 years of service)	\$34.62
(2 years of service and above)	\$53.08
Critical Incident Management Team (CIMT) (0- 1 years of service)	\$34.62
(2 years of service and above)	\$53.08
Critical Incident Stress Management Team (CISMT)	\$34.62
Crisis Intervention Team (CIT)	\$34.62

Dive Team (0-4 years of service)	\$53.08
(5 years of service and above)	\$71.54
Emergency Response Team (0-1 years of service)	\$34.62
(2 years of service and above)	\$53.08
Forensic Artist (part time) (0-4 years of service)	\$53.08
(5 years of service and above)	\$71.54
Honor Guard	\$34.62
Hostage Negotiation Team (0-4 years of service)	\$53.08
(5 years of service and above)	\$71.54
K-9 Handlers (other than those assigned to the full-time K-9 Unit)	
(0-4 years of service)	\$71.54
(5 years of service and above)	\$91.54
Sworn Motorcycle Training Specialist	\$53.08

<b>Full and Part-Time Specialty Pay</b>	
SWAT	
(0-4 years of service)	\$53.08
(5 years of service and above)	\$71.54

<b>Full-Time Assignment Pay</b>	
After Hours Strike Team	\$53.08
Agricultural Crimes	\$53.08
Analytics, Intelligence, and Monitoring (AIM)	\$34.62
Auto Theft	\$34.62
Community Oriented Policing Squad (COPS)	\$53.08
Community Relations	\$34.62
Court Deputy	\$34.62
Court Fugitive	\$34.62
Criminal Intelligence & Threats	\$34.62
Digital Forensics	\$34.62
Disney Springs Unit	\$53.08
Domestic Crimes	\$34.62
Evening Traffic	\$38.46
Economic Crimes	\$34.62
Electronic Surveillance and Support Team (ESST)	\$34.62
Emergency Management	\$34.62

Enforceable Writs	\$34.62
Felony	\$53.08
Flight Observer	\$126.94
Gang	\$53.08
General Investigations Squads	\$34.62
High Risk Incident Command (HRIC)	\$34.62
Homicide	\$34.62
K-9 (full-time K-9 Unit)	
(0-4 years of service)	\$71.54
(5 years of service and above)	\$91.54
Marine	\$53.08
Metropolitan Bureau of Investigation	\$34.62
Motors	\$53.08
Mounted Patrol	\$34.62
Public Information Officer	\$53.08
Persons	\$34.62
Pilot	\$346.15
Recruiting & Background Investigations	\$34.62
Sector 6 Investigations	\$34.62
Sex Crimes	\$34.62
Sexual Offender Surveillance Squad	\$34.62
Street Drugs/Narcotics	\$34.62
Tactical Anti-Crime (TAC)	\$53.08
Tourist Oriented Policing Squad (TOPS)	\$53.08
Training	\$34.62
Transportation & Extraditions	\$34.62
Violent Crimes Squad	\$53.08
Youth Services	\$34.62

(B) Field Training Officer Pay shall be provided in accordance with OCSO General Order 4.6.3, which shall include the following provisions:

(1) Members of the Deputy Bargaining Unit assigned to the Uniform Patrol Division who are certified Field Training Officers and provide training to Deputy Sheriff's within the UPD Field Training Evaluation Program shall receive a five dollar (\$5.00) increase in hourly rate of pay for every hour spent training assigned personnel, preference for updated equipment and training courses, and one (1) day of Field Training Leave for every eighty (80) hours spent training assigned personnel.

(2) Members of the Deputy Bargaining Unit assigned to other units performing assigned FTO training duties as part of a certified training program on file with the agency shall receive a one dollar fifty cent (\$1.50) increase in hourly rate of pay for every hour spent training assigned personnel and one (1) day of Field Training Leave for every eighty (80) hours spent training assigned personnel.

(3) Members of the Supervisor's Bargaining Unit assigned to the Uniform Patrol Division, who are certified Field Training Officers and provide training to Deputy Sheriffs and/or Supervisors within UPD Field Training Evaluation Program, shall receive two dollars and twenty-five cents (\$2.25) per hour spent training assigned personnel and one (1) day of Field Training Leave for every eighty (80) hours training.

(4) Members of the Supervisor's Bargaining Unit assigned to the Uniform Patrol Division, who have trainees in phase one (including any extensions of phase one) of the UPD Field Training Evaluation Program assigned to their squad, shall receive an additional \$1/hour for a maximum of 80 hours per pay period.

(5) Members of the Supervisor's Bargaining Unit assigned to other units performing FTO training duties with a certified training program on file with the agency shall receive a one dollar and fifty-cent (\$1.50) increase in hourly rate of pay for

every hour while training assigned personnel and one (1) day of Field Training Leave for every eighty (80) hours spent training assigned personnel.

(6) All qualified FTO's will receive two (2) additional bonus points as determined by the Sheriff or designee, for Corporal and Sergeant promotional processes.

(C) The Sheriff and the FOP shall periodically review specialty and assignment pay and mutually agree to appropriate changes.

### **SECTION 3 – Shift Differential Pay**

(A) Bargaining unit members who are assigned to a sector squad in uniform patrol and whose primary duties involve responding to dispatched calls and whose work hours are approximately 1400 hours to 0130 hours, shall receive an annual uniform patrol evening shift differential of one thousand five hundred dollars (\$1,500.00), payable bi-weekly in the amount of \$57.69.

(B) Bargaining unit members who are assigned to a sector squad in uniform patrol and whose primary duties involve responding to dispatched calls and whose work hours are approximately 1800 hours to 0530 hours shall receive an annual uniform patrol mid-night shift differential of two thousand six hundred dollars (\$2,600.00), payable bi-weekly in the amount of \$100.00.

### **SECTION 4 – Probationary Employees**

(A) Newly-hired probationary employees shall not be eligible for specialty pay, but shall be eligible for shift differential upon successful completion of Phase One of the FTEP Program.

(B) Any bargaining unit employee who has successfully completed their probationary period must, in order to receive specialty pay or assignment pay under this

Article, submit to their Captain a written request for same.

**SECTION 5 – Longevity Pay**

Bargaining unit members with at least five (5) years of full-time service and who received an overall rating of “Meets Standards” on their most recent annual performance appraisal/evaluation shall receive their next longevity pay step increase in accordance with the schedule set forth below. If a bargaining unit member receives an overall rating of “Below Standards” on the most recent annual performance appraisal/evaluation, the bargaining unit member shall not advance to the next longevity pay step increase until they achieve an overall rating of “Meets Standards” on their annual performance evaluation.

<b>Years of Service</b>	<b>Annual Amount</b>	<b>Bi-weekly Amount</b>
5 years	\$500	\$19.23
10 years	\$1,341.60	\$51.60
12 years	\$1,591.20	\$61.20
14 years	\$1,840.80	\$70.80
16 years	\$2,600.00	\$100.00
18 years	\$2,925.00	\$112.50
20 years	\$3,510.00	\$135.00
22 years	\$4,095.00	\$157.50
24 years	\$4,680.00	\$180.00
26 years	\$5,265.00	\$202.50
28 years	\$5,850.00	\$225.00
30 years	\$6,435.00	\$247.50
32 years	\$7,020.00	\$270.00
34 years	\$7,605.00	\$292.50

**SECTION 6 – Educational Incentive Pay**

Educational incentive monies are paid to bargaining unit members who have obtained a bachelor’s degree, associate degree or equivalent from a college or university recognized by FDLE. Training incentive monies are also paid to all full-time bargaining

unit members who complete Commission-approved training units. Commission-approved training units include advanced and career development courses, as well as special programs which have received Commission approval.

**Article 29**  
**DRUG TESTING**

**General Information**

(A) The Sheriff and the FOP agree to drug testing of bargaining unit members in accordance with Florida Statute 112.0455, the Drug-Free Workplace Act, and OCSO General Orders.

(B) All classes covered by this agreement are designated special risk for drug testing purposes. Special risk means employees who are required as a condition of employment to be certified under Chapter 943, Florida Statutes.

**Article 30**  
**MANAGEMENT RIGHTS**

**SECTION 1 – General Information**

Except as provided by law, including Chapter 447, Part II, Florida Statutes and this agreement, the FOP agrees that the Sheriff has and will continue to retain the exclusive rights vested in the Sheriff pursuant to Chapter 30, Florida Statutes, including, but not limited to, the right: to determine whether all or any part of the operations covered by this agreement shall commence, cease, continue, reduce or increase; to remove the operation or any part thereof to any location; to establish new jobs; to abolish or change existing jobs and to increase or decrease the number of jobs or employees; to change materials, processes, products, service, equipment, work schedules and methods of operation to introduce new materials, equipment, services or facilities; to assign work to be performed; to assign or reassign employees to shifts, increase or abolish shifts and rotate shifts; to require employees to work overtime; to establish and change hiring procedures; to set the work schedules of individual employees; to transfer employees from job to job or shift to shift, either on a permanent or temporary basis; to evaluate and direct the work of the employees covered by this agreement; to maintain, enforce, rescind or change OCSO policies, procedures, rules of conduct, orders, practices, and directives not inconsistent with this agreement; to establish or change operational standards; to determine the services to be provided by OCSO and by its law enforcement personnel; to discipline or discharge employees; to lay off employees; to establish requirements for employment; to promote and demote employees; and to have complete authority to exercise those rights and powers incidental thereto, including the right to alter or vary past practices as the Sheriff may determine to be necessary for the orderly and efficient

operation of the OCSO not inconsistent with this agreement. Each of the rights described above shall be vested exclusively in the Sheriff, subject only to such restrictions governing the exercise of these rights as are expressly and specifically provided in this agreement or otherwise provided by applicable law, including chapter 447, Part II, Florida Statutes.

The Sheriff's failure to exercise any right hereby reserved to it or its exercising any right in a particular way shall not be deemed a waiver of its right to exercise such right, nor preclude the Sheriff from exercising the same right in some other way not in conflict with the express provisions of this agreement.

### **SECTION 2 – Emergencies**

If a natural or man-made disaster or emergency or other major law enforcement problem is declared by the Sheriff, the Chair of the County Commission or under State law, the provisions of this agreement may be suspended by the Sheriff during this declared time period, provided that the wage rates and monetary fringe benefits shall not be suspended.

### **SECTION 3 – Job Responsibilities**

It is understood by the parties that every incidental duty connected with the operations enumerated in job descriptions is not always specifically described and employees, at the direction of management, may be required to perform other job-related duties not specifically contained in their job description.

## Article 31

### **SECTION 1 - General Information**

(A) This agreement, upon ratification, supersedes and cancels all prior agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

(B) The parties acknowledge that, during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement.

(C) Except as provided elsewhere in this agreement, the Sheriff and the FOP, during the term of this agreement, voluntarily and unqualifiedly waive the right, and agree that the other shall not be obligated, to bargain collectively with respect to any subject or matter other than wages and benefits, whether or not referred to or covered by this agreement, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this agreement.

(D) Nothing herein shall preclude OCSO or the FOP from mutually agreeing to alter, amend, supplement, delete, enlarge, or modify any of the provisions of this agreement in writing.

**Article 32**  
**SAVINGS CLAUSE**

**SECTION 1 - General Information**

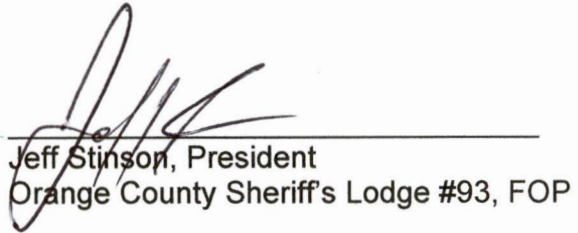
(A) If any provision of this agreement, or the application of such provision, should be rendered or declared invalid, unlawful, or not enforceable, by any court action or by reason of any existing or subsequently enacted legislation; or if the appropriate governmental body, having amendatory power to change a law, rule, or regulation which is in conflict with a provision of this agreement, fails to enact or adopt an enabling amendment to make the provision effective, in accordance with Section 447.309(3), Florida Statutes, then such provision shall not be applicable, performed or enforced, but the remaining parts or portions of this agreement shall remain in full force and effect for the term of this agreement. In the event of the foregoing, the parties agree to renegotiate a replacement provision, after written notice.

(B) This agreement shall be binding upon the successors of the parties hereto and no provisions, terms or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by substitution or designation of a successor.

**Article 33**  
**DURATION**

This agreement shall be effective October 1, 2025 upon ratification by both parties, and shall continue in full force and effect until midnight September 30, 2028, subject to the provisions of Article 25. Either party may notify the other in writing between November 1, 2027, and November 30, 2027, of its intent to terminate or modify this agreement in which event the parties shall negotiate in an attempt to reach a successful agreement in accordance with applicable law.

  
\_\_\_\_\_  
John W. Mina, Sheriff  
Orange County Sheriff's Office

  
\_\_\_\_\_  
Jeff Stinson, President  
Orange County Sheriff's Lodge #93, FOP

12.16.25  
\_\_\_\_\_  
Date

12/16/25  
\_\_\_\_\_  
Date



## Attachment 2

### Cited Orange County Sheriff's Office Policies and Procedures

<b>General Orders</b>	
<b>Number</b>	<b>Name</b>
4.1.0	Approved Leave and Procedures
4.1.2	Holiday Leave / Personal Leave
4.1.3	Sick Leave and Sick Leave Alternatives
4.1.5	Disability Light Duty
4.1.6	Family Medical Leave Act
4.2.3	Standard Work hours for Deputies
4.2.4	Overtime
4.3.0	Insurance
4.3.1	Off-Duty Employment
4.3.2	Sheriffs Educational Assistance Program
4.4.2	Position Vacancies and Application Procedures
4.4.3	Promotions and Transfers
4.4.5	Reemployment of Separated Agency Personnel
4.4.7	Retirement Provisions
4.6.14	Performance Appraisals (Evaluations)
4.6.19	Workers Compensation
4.6.2	Career Development
4.6.3	Classification and Pay System
4.6.9	Loss/Damage to Personal Property
4.7.0	Awards
5.1.0	Discipline
5.1.2	Internal Complaints and Investigative Procedures
9.1.1	Agency Vehicles
9.1.3	General Appearance
16.1.14	Witness Management/Compensation for and Response to Subpoenas
<b>Training Bulletin</b>	
<b>Number</b>	<b>Name</b>
94-6	Conducting Internal Investigations