

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF ORANGE CITY



AND

INTERNATIONAL UNION OF POLICE ASSOCIATIONS, AFL-CIO



REPRESENTING

**ORANGE CITY SWORN POLICE OFFICERS
AND SERGEANTS**

FISCAL YEARS 2023/24 – 2024/25 – 2025/26

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PREAMBLE

This Collective Bargaining Agreement (hereafter “Agreement”) is entered into by and between the City of Orange City (hereafter the “City”) and the International Union of Police Associations, AFL-CIO (hereafter “IUPA” or the “Union”).

ARTICLE 1
RECOGNITION

1.1 The City recognizes IUPA as the sole and exclusive bargaining agent for the bargaining unit of employees as certified by the Public Employees Relations Commission, Certification #1910, with respect to the working conditions, rates of pay and other conditions of employment for those employees of the City working within the certified unit, to-wit:

INCLUDED: All full-time employees of the City of Orange City in the classifications of Police Officer and Police Sergeant.

EXCLUDED: Police Chief, Deputy Police Chief, Police Lieutenants, and all other employees of the City of Orange City.

ARTICLE 2
PROHIBITED ACTIVITIES

2.1 There shall be no strikes, work stoppages, slowdowns, mass resignations, sickouts, or other job actions or refusal to perform assigned work by the employees covered under this Agreement.

2.2 Should there be any alleged violation of this Article; the Union shall promptly take appropriate action, within its authority, to remedy the situation, including publicly disavowing such action.

2.3 No employee covered by this Agreement will be discriminated against on the basis of their membership or non-membership in the IUPA or the performance of authorized activity required by this Agreement.

ARTICLE 3
SENIORITY

3.1 Seniority dates for police officer employees shall consist of time in grade and classification, computed from the date of full-time employment with the City. Seniority dates for sergeant employees shall consist of continuous service with the City computed from the date of promotion to sergeant. If a bargaining unit employee reverts to a lower classification, that employee's classification seniority shall be determined by the date of his/her original appointment to the lower classification.

3.2 When assigning bargaining unit employees to specialty positions, including the Detective Division, Orange City Directive 16-2 (effective 7/16) shall apply unless mutually agreed to by the parties.

ARTICLE 4
BULLETIN BOARDS AND USE OF CITY EMAIL

4.1 The City agrees to permit reasonable use of bulletin boards located within the Orange City Police Department (“Police Department”) by the IUPA to be used for official Bargaining Unit notices only. If no such bulletin boards exist at the time this Agreement is executed, the Police Department agrees to install a bulletin board for IUPA’s use. The Chief of Police, in his sole discretion, shall determine the size and type of the bulletin board(s) which may be provided by IUPA.

4.2 The City agrees to permit IUPA reasonable use of its email system for the delivery of official Bargaining Unit notices only. IUPA must first inform the Chief of Police, or designee, when there is an official Bargaining Unit notice that IUPA wishes to distribute via the City email system and provide the Chief or designee with the right to review the official Bargaining Unit notice prior to the emailing of such notice.

4.3 Under no circumstances shall the Bargaining Unit notices contain material of a political nature or material tending to directly or indirectly disparage or demean the City, the Police Department, or any of their elected or appointed officials or employees. IUPA agrees that it will monitor posting/delivery of materials and that the City may immediately remove any material which it believes violates this Article and thereupon notify the Union.

ARTICLE 5
UNION REPRESENTATIVES / UNION BUSINESS

5.1 The City recognizes the right of IUPA to designate IUPA representatives as it deems appropriate, for the handling of union business. IUPA shall be entitled to no more than three (3) representatives at any given time. IUPA shall provide the Chief of Police or designee with a list of its designated representatives and shall update such list and changes are made.

5.2 Unless provided otherwise herein, IUPA representatives shall be paid by the City only when they perform assigned police duties and/or work directed by the City. To the extent that employees wish to perform Union business (such as negotiations, participating in grievance meetings, attending Union conferences, participating in arbitrations, etc.) during normal work schedules, they may utilize Paid Time Off (PTO) hours or Union Time Pool hours.

5.3 Each member of the bargaining unit shall have the right to contribute up to twenty (20) hours of PTO hours to the Union Time Pool once a calendar year, at the request of IUPA, by submitting a written authorization to the City. Donated PTO hours that are not used during the course of a calendar year will be carried over to the next calendar year.

5.4 IUPA Representatives will be allowed to utilize the Union Time Pool for Union business as long as there is no operational hardship (overtime in the amount of 3 hours or less shall not be considered operational hardship) as determined by the Chief of Police or designee. Requests for utilization of Union Time Pool time shall be subject to approval by the Chief of Police or designee. For each Representative who is authorized to use time from the Union Time Pool, the Representative shall fill out the appropriate form, which shall be submitted to the Chief of Police or designee. Use of Union Time Pool time will not be unreasonably denied.

5.5 The Union Time Pool will be used on an hour for hour basis, regardless of the hourly rate of the bargaining unit employee using time from the Pool.

5.6 Union Time Pool hours shall not be considered hours worked for purposes of overtime. Employees will not accrue leave while on Union Time Pool time.

5.7 Any injury incurred by a bargaining unit employee whose time is being paid for by the Union Time Pool, or while engaged in activities paid for by the Union Time Pool, shall not be a considered line of duty injury, nor shall such injury be considered to have been incurred in the course and scope of employment by the City within the meaning of Chapter 440, Florida Statutes, as amended.

5.8 One off-duty IUPA representative shall be given fifteen (15) minutes at the FTO class to speak and offer applications.

ARTICLE 6
UNION DUES DEDUCTION

6.1 Union dues deductions shall be made for membership dues, initiation fees, and uniform assessments in accordance with forms provided by IUPA and executed and authorized by the bargaining unit member. There shall be no charge made by the City for these deductions. The exact amount of monies to be deducted for each bargaining unit member shall be provided by IUPA to the City. Any changes in the amounts to be deducted shall be given to the City thirty (30) days in advance. These monies shall be transmitted to IUPA on a biweekly basis after the deductions are taken from biweekly payroll.

6.2 IUPA shall indemnify the City and hold the City harmless against any and all suits, claims, demands, and liabilities, which arise out of or by reason of any action taken by the City to comply or attempt to comply with the provisions of this Article. Under no circumstances shall the City be required to deduct Union fines, penalties, political action payments, or special assessments of any kind.

6.3 This assignment, authorization and direction shall be revocable at any time upon thirty (30) days written notification by the bargaining unit member to the City and IUPA.

6.4 No dues deduction shall be made from a member's wages for any period where net pay is less than the amount of dues owed. Net pay shall mean earnings after the required deductions for federal taxes, social security, pensions, dental, health, and life insurance and any other ancillary benefits.

ARTICLE 7
LAYOFFS AND RECALLS

7.1 The City retains the exclusive right to determine the need for personnel reduction.

7.2 In the event of personnel reduction, bargaining unit employees shall be laid off in the reverse order of their seniority in their classification. Upon reverting to a lower classification, a bargaining unit employee's seniority shall be determined by the date of his/her original permanent appointment to that classification. All probationary bargaining unit employees shall be laid off before any non-probationary bargaining unit employee is laid off.

7.3 Bargaining unit employees shall be recalled from layoff in accordance with their seniority in the classification from which they were laid off provided they have maintained the certifications for the position from which they were laid off. Employees shall be notified of their recall by certified mail, return receipt requested, to the address in their official personnel file. Recalled bargaining unit employees will retain and carry over with them all seniority previously accrued in the classification from which they were laid off. No new bargaining unit employees shall be hired in any classification until all non-probationary bargaining unit employees on layoff status with recall rights in that classification have had an opportunity to return to work. No laid off bargaining unit employee shall retain recall rights beyond twelve (12) months from the date of layoff.

ARTICLE 8
UNIFORMS

8.1 IUPA and the Police Department shall have a uniform committee for the purpose of exploring and considering any future changes to the existing uniform. Two (2) IUPA members selected by IUPA, will serve as representatives on the uniform committee. In addition, three (3) bargaining unit members will serve as testers, who will try out new uniforms before any final decision is made. The IUPA may submit recommendations for the improvements of uniforms and other equipment to the uniform committee.

8.2 The City shall reimburse up to \$100 toward the cost of replacement for employee's personal sunglasses or watches and up to \$400 towards the replacement or repair of prescription glasses that are damaged at work in cases where the employee's personal negligence was not the cause of damage. The City may require proof of the value of the damaged item and/or proof of purchase of the replacement item.

ARTICLE 9
MANAGEMENT RIGHTS

9.1 The City reserves and retains all rights, powers, prerogatives and authority customarily exercised by management to manage and direct any and all of its operations, except as expressly limited or modified by a specific provision of this Agreement.

9.2 Accordingly, the City specifically, but not by way of limitation, reserves to itself and retains the sole and exclusive right to:

- A. Determine the scope of the service, purpose and organizational structure of the Police Department, including merge, consolidate, expand, curtail, transfer, or discontinue operations, temporarily or permanently, in whole or in part, whenever the sole discretion of the City's good business judgment makes such curtailment or discontinuance advisable;
- B. Set minimum performance standards for service to be offered to the public, including minimum qualifications for positions;
- C. Change, modify or alter the composition and size of the work force;
- D. Determine the location, methods, means and personnel by which operations are to be conducted; determine whether and to what extent the work required in its operation shall be performed by employees covered by this Agreement;
- E. Change, increase, reduce, or combine job duties, tasks, or responsibilities for any job, so long as the duties, tasks, and/or responsibilities remain within the generic scope of police services;
- F. Transfer, assign, schedule employees in positions within the organizational structure of the Police Department, and, in the case of light duty, anywhere within the organizational structure of the City;
- G. Hire, examine, classify and/or otherwise determine the criteria, qualifications and standards of selection for employment;
- H. Require any and/or all bargaining unit employees to submit to an examination and/or testing by a health care professional based upon the reasonable belief that the employee may be unable to perform any or all of the employee's assigned job duties, or as part of any periodic or routine physical, as allowed by law;
- I. Determine the number and types of positions as well as the number and types of positions in each classification in any plan which is or may be developed by the City;

- J. Lay off and/or relieve employees from duty due to lack of work, lack of funding or for other legitimate reasons;
- K. Determine the allocation and content of job classifications; and determine all training parameters for all City positions, including persons to be trained and the nature, extent and frequency of training;
- L. Contract and/or subcontract any existing or future work;
- M. Control the use of equipment and property of the City and determine the maintenance procedures, materials, facilities, and equipment to be used, and introduce new or improved services, maintenance procedures, materials, facilities and equipment (including any equipment or property used in connection with contractual services);
- N. Determine the number and classifications of employees assigned to any shift, station or piece of equipment;
- O. Take whatever action may be necessary to carry out the mission and responsibility of the City in unusual and/or emergency situations; and
- P. Exercise all management rights and prerogatives as determined by the Public Employees Relations Commission, and the state and federal courts of competent jurisdiction.

9.3 The above rights of the City are not all-inclusive, but indicate the type of matters or rights which belong to and are inherent in the City in its general capacity as management, except as expressly limited or modified by a specific provision of this Agreement.

9.4 If the City fails to exercise any one or more of such functions from time-to-time, this will not be deemed a waiver of the City's right to exercise any or all of such functions.

9.5 If, in the sole discretion of the City Manager, it is determined that civil emergency conditions exist, including, but not limited to, riots, civil disorders, inclement weather, or any similar or dissimilar catastrophe, the provisions of this Agreement may be suspended by the City Manager during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

9.6 The exercise of the management rights set forth above shall not preclude the Union or any employee covered hereunder from filing a grievance under the Grievance and Arbitration Procedure herein should the Union or the employee feel that the action taken by management violated a specific provision of this Agreement.

ARTICLE 10
LIGHT DUTY ASSIGNMENTS

10.1 Bargaining unit employees who are temporarily unable to perform the essential functions of their position due to an illness or injury may be temporarily re-assigned to a light duty assignment for which they can perform the essential job functions where the City determines such assignment to be feasible and practical. Such assignment may be in the Police Department or elsewhere in the City.

ARTICLE 11
OUT OF CLASSIFICATION PAY

11.1 The Police Chief, in his or her discretion, may temporarily assign an employee to work out of class in a position of higher classification. Those employees who are temporarily assigned by the Police Chief to a position of higher classification, and actually work for three (3) or more full shifts within a pay period in the higher classification, shall receive a five percent (5%) increase above the employee's current rate of pay for all hours actually worked in the higher classification.

ARTICLE 12
RULES AND REGULATIONS

12.1 The employees covered hereunder shall comply with all rules, regulations, policies, procedures and operating bulletins of the City or the Department, and any amendments thereto, except as expressly superseded or modified by a specific provision of this Agreement.

12.2 Should the City or the Department amend or modify any of the rules, regulations, policies, or procedures that do not involve compensation or benefits, a copy of any such new (or amended) rule, regulation, policy, procedure, or operating bulletin shall be mailed or delivered to the Union (or the Union's designee) at least fifteen (15) business days prior to implementation. Nothing herein shall restrict the City or the Department from implementing any new (or amended) rule, regulation, policy, procedure, or operating bulletin that do not involve compensation or benefits prior to the expiration of fifteen (15) business days if operational necessity requires such earlier implementation. The Union may demand impact bargaining for changes to any applicable rule, regulation, policy, procedure, or operating bulletin as provided by and in accordance with applicable law.

ARTICLE 13
PROBATION

13.1 All new-hire bargaining unit employees will remain on probationary status for at least a period of one (1) year from date of hire. The probationary period is an important part of the employee review process and shall be utilized for appraisal of an employee's performance and adaptability to the position. Bargaining unit employees who do not satisfactorily complete their new-hire probationary period will be separated from employment without the right to grieve the decision to end the probationary period and their employment.

13.2 Upon successful completion of the initial one (1) year probationary time period, the employee's supervisor will prepare a performance evaluation to be reviewed and approved by the Police Chief, which shall release the employee from probationary status when approved. A copy will be given to the employee and placed in their personnel file.

13.3 Employees who are promoted will serve a six (6) month probationary period in the new position commencing with the first day in the new position. Failure to successfully complete this promotional probationary period will result in the employee being returned to the employee's prior position, provided there is a vacant authorized position available.

ARTICLE 14
SEVERABILITY

14.1 If any provision of this Agreement is rendered or declared invalid by any court action, PERC action, or by reason of any existing or subsequently enacted legislation, the remaining provisions of this Agreement shall remain in full force and effect for the term of this Agreement. In the event any provision of this Agreement is lawfully rendered or declared invalid, the City and the Union shall meet as soon as practicable to negotiate a replacement provision.

ARTICLE 15
HOURS OF WORK AND OVERTIME

15.1 Hours actually worked by bargaining unit members in excess of eighty (80) hours in a fourteen (14) day work period pay cycle shall be compensated at 1-1/2 times the employees' regular rate of pay. Any unscheduled paid leave (including PTO leave or sick leave), scheduled paid leave requested less than 14 days in advance of the employee's absence, or unpaid leave shall not count as hours worked for purposes of overtime.

15.2 Any paid leave, scheduled 14 days prior to the employee's absence, will be considered time worked for the purposes of overtime.

15.3 No eighty-four (84) work week shift member shall be authorized to work more than sixteen (16) continuous hours without a minimum of eight (8) hours off, except in case of an emergency or if authorized by the Police Chief or his designee.

15.4 If an employee is called back to work after being released from duty, and is not designated to be on-call, the employee will receive a minimum of three (3) hours paid time starting at the time of reporting to the worksite and ending upon release by supervisor. If Department meetings are held and off-duty employees are required to attend, the employees shall receive a minimum of three (3) hours pay for attending such meetings.

15.5 If an employee is designated to be on-call Orange City Personnel Policies and Procedures Manual Section 4.4 On-Call Time (effective 12/13/2022) shall apply unless mutually agreed to by the parties

15.6 Bargaining unit employees assigned to the evening shift shall receive a shift differential of \$0.50 per hour.

15.7 Any overtime detail scheduled for more than 3 days out will be posted in advance.

15.8 Employees will be paid double time their regular rate of pay for all hours worked on Special Details regardless of any holiday or paid leave during that pay period. Hours worked on Special Details shall not be counted as hours worked for purposes of overtime.

15.9 The City shall provide a minimum of seven (7) day notice for any changes to an employee's work schedule that exceed fourteen (14) days, as long as minimum staffing, officer safety, or public safety are not negatively affected.

ARTICLE 16
BEREAVEMENT LEAVE

16.1 During the term of this Agreement, each bargaining unit employee shall be granted three (3) shifts of bereavement leave at his/her regular, straight-time hourly rate of pay in the event of death of the bargaining unit employee's mother, father, step-mother, step-father, step-child, brother, sister, son, daughter, grandchild, spouse, mother-in-law, father-in-law, and the bargaining unit employee's natural grandparents. Bereavement leave must be taken in one block and within a reasonable period of time (normally within 2 weeks) after the death of the family member.

16.2 In the event the funeral occurs outside the State of Florida, and the employee attends the funeral, five (5) shifts on the same terms and conditions shall be granted upon proof that the funeral and/or burial will occur outside the State of Florida.

16.3 In the event a bargaining unit employee requires additional continuous time off for bereavement, he/she may request use of up to two (2) additional shifts to be taken as PTO. An employee's request pursuant to this subparagraph will not be unreasonably denied.

16.4 The City reserves the right to require documentation supporting bereavement leave upon the bargaining unit member's return to work. Upon his/her return to work, the bargaining unit employee shall have a reasonable amount of time to provide the City with the necessary documentation.

ARTICLE 17
COURT APPEARANCES

17.1 Any bargaining unit employee who is required to appear as a witness in court as a direct result of his/her performance of duties as a law enforcement officer with the City shall be entitled to the following:

- A. Regular pay if called to testify during regularly scheduled work hours.
- B. One and one-half (1½) times the bargaining unit employee's straight time rate of pay with a minimum of three (3) hours, including travel time, pay, if called to testify (other than by the City), appear in court, or present a case to the State Attorney's Office outside the bargaining unit employee's regular hours of work, excluding sick leave.
- C. Any bargaining unit employee subpoenaed to testify, appear in court, or present a case to the State Attorney's Office within 60 minutes before the start or at the end of his/her shift will be compensated at the rate of one and one-half (1½) times the bargaining unit employee's straight-time rate of pay for the actual time spent in court before or after his/her regular shift. Any time spent in court will be paid as continuous to the shift as outlined above. For purposes of this Subparagraph, the court minimum would not apply.
- D. Any bargaining unit employee who is required to appear more than once during a day will receive an additional three (3) hour minimum if the second subpoena requires the bargaining unit employee's appearance three (3) or more hours from the beginning time of the first subpoena. If it is less than three (3) hours from the beginning time of the first subpoena then it will be paid as continuous time. This provision is limited to two (2) minimum appearance fees daily.

ARTICLE 18
GRIEVANCE AND ARBITRATION PROCEDURE

18.1 Bargaining unit employees will follow all written and verbal orders given by superiors even if such orders are alleged to be in conflict with the Agreement. Compliance with such orders will not prejudice the right to file a grievance within the time limits contained herein, nor shall compliance affect the ultimate resolution of the Grievance.

18.2 A “grievance” is a claimed violation of a specific written provision of this Agreement involving the interpretation of application of the specific terms provided herein. No grievance will or need be entertained or processed unless presented in the manner described herein, and unless filed in a manner provided herein within the time limit prescribed herein. A grievance may be filed by a bargaining unit employee or by the Union; however, only the Union may advance a grievance to arbitration. Nothing herein prevents the informal discussion of an issue prior to the filing of a grievance. Grievances which are filed by the Union on behalf of the Union itself or the entire bargaining unit shall be filed with the Police Chief or his designee at Step 2, within the time period prescribed in Step 1. Those matters which are not covered or addressed by this Agreement and which have a separate grievance process established by City or Department policy (such as discipline, claims of discrimination, etc.) shall not be subject to this grievance procedure.

18.3 Grievances will be processed in the following manner and strictly in accordance with the following stated time limits.

STEP 1: An aggrieved employee or the Union shall present in writing the grievance to the aggrieved employee’s Deputy Police Chief or designee within ten (10) calendar days of the occurrence of the event(s) or ten (10) calendar days from the date the grievant knew or should have known of the events which gave rise to the grievance on the prescribed grievance forms which shall be standard forms used throughout the grievance procedure. Upon receipt of the grievance, the Deputy Police Chief or designee shall forward a copy of the grievance to the Police Chief. To be processed, the grievance at the first Step must be signed by the employee if an individual grievance or the Union if a Union grievance, and must state: (a) The date of the alleged events which gave rise to the grievance; (b) the specific Article or Articles and paragraphs of this Agreement allegedly violated; (c) statement of fact pertaining to or giving rise to the alleged grievance; and (d) the specific relief requested. The Deputy Police Chief or designee shall, within ten (10) calendar days after presentation of the grievance, render a decision on the grievance in writing with copies to the grievant (if an individual employee), the Union, the Police Chief, and Human Resources.

STEP 2: Any grievance which cannot be satisfactorily settled with the Deputy Police Chief or designee shall then be taken up with the Police Chief or designee. The grievance as specified in writing in Step 1 above, shall be filed with the Police Chief or designee within ten (10) calendar days after the Deputy Police Chief’s response or the due date for the Deputy Police Chief’s response in Step 1 above, whichever is earlier. The Police Chief and/or designee shall meet with the grievant (whether it be an individual employee or the Union) and the Union representative and shall, within ten (10) calendar days after such

meeting, render a decision on the grievance in writing, with copies to the Grievant (if an individual employee), the Union, and the Human Resources Director.

STEP 3: Any grievance which cannot be satisfactorily settled in Step 2 above shall then be taken up with the City Manager or designee. The grievance as specified in writing in Step 1 above shall be filed with the City Manager within ten (10) calendar days after the Police Chief's response or the due date for the Police Chief's response in Step 2 above, whichever is earlier. The City Manager or designee shall meet with the grievant and Union representative prior to issuing a decision, and the City Manager shall issue a decision in writing within twenty (20) calendar days after such meeting with copies to the Grievant, the Union, the Police Chief, and Human Resources. The parties may extend this deadline by mutual agreement.

18.4 If the grievant (whether it be the Union or an individual employee) is not satisfied with the City Manager's decision in Step 3 above, the Union may submit its written notice of arbitration by hand delivery or electronic mail of a written notice to the City Manager within twenty (20) calendar days of receipt of the City Manager's written decision. Under no circumstances shall the issues to be arbitrated be expanded from the issues set forth in the original grievance filed at the appropriate Step of the grievance procedure. To the extent permitted by applicable law, the arbitration procedure shall be exclusively reserved to the Union.

18.5 Within ten (10) calendar days from receipt of such notice of arbitration, the party requesting arbitration shall request a list of nine (9) qualified arbitrators with residences in Florida from the Federal Mediation and Conciliation Service. The Union and the City will alternately eliminate one at a time from said list of names, with the party requesting arbitration going first, persons not acceptable, until only one (1) remains and this person will be the arbitrator. Either party may request one (1) additional panel.

18.6 As promptly as possible after the arbitrator has been selected, the arbitrator shall conduct a hearing between the parties and consider the grievance. The decision of the arbitrator will be served upon the individual employee or employees involved, the City and the Union in writing. It shall be the obligation of the arbitrator to make a best effort to rule within thirty (30) calendar days after the hearing. The expenses of the arbitration, including the fee and expenses of the arbitrator shall be equally divided between the parties. Any party desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share the cost. Each party shall be exclusively responsible for the compensation and expenses of its own witnesses and of its own representatives for purposes of the arbitration hearing.

18.7 The arbitrator will confine his consideration and determination to the written grievance presented in Step 1 of the grievance procedure. The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amendment thereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Agreement; nor shall this Collective Bargaining Agreement be construed by the arbitrator to supersede applicable state and federal laws.

18.8 The arbitrator may not issue declaratory opinions and shall confine himself exclusively to the grievance which is presented to him, which grievance must be actual and existing. The arbitrator's decision shall be final and binding; provided, however, that either party shall be entitled to seek review of the arbitrator's decision in the Circuit Court.

18.9 No decision of any arbitrator or of the City in any one case shall create a basis for retroactive adjustment in any other cases.

18.10 It is agreed with respect to this grievance and arbitration procedure that:

- A. It is the intent of the parties that a grievance must be raised at the earliest possible time. Any grievance that is to be entertained and processed must be submitted in a timely manner by the grievant (whether the grievant be the Union or an individual employee).
- B. Grievances not submitted by the grievant in a timely manner shall be conclusively barred on the merits following the expiration of the prescribed time limit. Such a time barred grievance need not be entertained or processed, and only facts disputed as to timing will be the subject of any arbitration resulting from the matter. A grievance which is for any reason not the subject of a timely response by the City or by the Department shall require the grievant to proceed to the next step.
- C. The City and the Union may, by mutual written consent, agree to extend the time limits set forth in this Article for presenting or responding to a grievance.

18.11 Nothing in this Agreement shall prohibit the presence of a Union representative at all steps provided in this procedure.

18.12 Neither the Union nor the City shall have any obligation to pay any legal or arbitration fees and/or costs on behalf of any bargaining unit employee who advances a grievance on his own. Such fees and/or costs shall be borne by the individual.

18.13 The Grievance and Arbitration procedure set forth herein shall be the sole and exclusive procedure available to bargaining unit employees to contest any alleged violation of this Agreement.

18.14 Neither new-hire probationary employees on their own, nor the Union on their behalf, shall have the right to file a grievance or arbitrate any matters relating to the separation from employment of probationary employees.

ARTICLE 19
EMPLOYEE MANAGEMENT COMMITTEE

19.1 There shall be an Employee Management Committee consisting of the following Management and Union representatives:

- A. The President of the Union (or designee), two (2) bargaining unit employees, the Police Chief (or designee), and one (1) command level officer designated by the Police Chief.

19.2 The Employee Management Committee shall meet semi-annually on the dates mutually agreed upon by the participants or more frequently if the parties so agree. The parties may submit lists of topics in advance of the meeting. The sole function of the Committee shall be to discuss general matters pertaining to employee relations and Departmental operations, including operations, safety and health. The Committee shall not engage in collective bargaining or resolution of grievances.

19.3 Union representatives attending Committee meetings during their off-duty hours shall not be compensated for the time spent in such meetings; however they may use the Union Time Pool. Union representatives who are on duty may be allowed by the Police Chief or designees to participate in Committee meetings without loss of pay, provided that it does not cause a staffing shortage, interfere with operations, or cause the City to incur overtime.

ARTICLE 20
PAID TIME OFF

20.1 Paid Time Off (PTO) hours are accrued by regular full-time employees based on consecutive length of service with the City according to the following schedule:

	<i>42 hrs/wk</i>
	<u>Bi-Weekly Accrual</u>
<i>0 - 5 years</i>	6.5
<i>5+ - 10 years</i>	7.6
<i>10+ - 15 years</i>	8.7
<i>15+ - 20 years</i>	9.8
<i>20+ - 25 years</i>	10.9
<i>25+years</i>	12.0

20.2 Regular employees may use PTO leave for any reason including vacation, illness, medical appointments, personal business, etc. Employees are still required to arrange and obtain prior/advance approval of paid time off leave. Supervisors can consider same day requests for illnesses.

20.3 No employee shall be granted paid time off leave unless the time shall have already accrued prior to the leave period. Paid time off leave shall not be used in increments of less than one quarter hour (fifteen minutes).

20.4 Full-time employees, upon separation or retirement with six (6) month's service, will receive payment of all unused accrued paid time off leave up to a maximum of 580 hours.

20.5 Employees participating in the Florida Retirement System Deferred Retirement Option Program (DROP) who receive a PTO payout upon entering DROP will have those hours deducted from the maximum payout (580) upon final separation. All other hours will be forfeited.

20.6 A balance between work life and personal life is essential for maximum productivity. Therefore, employees with one (1) year up to five (5) years of service shall be required to utilize a minimum of one week of paid time off leave per fiscal year (42 hours) Employees who have more than five (5) years of service shall be required to utilize a minimum of two weeks of paid time off leave per fiscal year (84 hours)

20.7 PTO may not be used to extend a separation or retirement date without City Manager approval.

20.8 Annual cash out of PTO shall be in accordance with City policy in effect at the time of ratification and the same as applicable to general non-bargaining unit employees of the City.

ARTICLE 21
WAGES

21.1 For Fiscal Year 2023/24, effective upon the first pay period of the fiscal year all members of the bargaining unit will receive 5% base pay increase for Fiscal Year 2023/24. The minimum and maximums of the Police Officer and Sergeant pay band will be increased by 3%.

21.2 For Fiscal Years 2024/25 and 2025/26, base wage increases, if any, shall be established through reopener negotiations. The parties agree to meet no sooner than January and no later than April prior to the beginning of each fiscal year to begin negotiations.

21.3 Wage increases, if any, after the expiration of this Agreement shall be solely established through the collective bargaining process.

ARTICLE 22
HEALTH INSURANCE

22.1 Bargaining unit employees shall be provided health insurance in the same manner and on the same terms, conditions, and costs as provided to non-management, non-bargaining unit employees of the City.

ARTICLE 23
RETIREMENT

23.1 Bargaining unit employees shall continue to be provided retirement benefits under the Florida Retirement System.

ARTICLE 24
ENTIRE AGREEMENT AND DURATION

24.1 This Agreement contains the entire agreement of the parties on all matters relative to wages, hours, working conditions and all other matters which have been, or could have been, negotiated by and between the parties prior to the execution of this Agreement.

24.2 This Agreement shall become effective October 1, 2023 upon ratification by both parties and shall remain in effect until September 30, 2026.

SIGNATURE PAGE

INTERNATIONAL UNION OF
POLICE ASSOCIATIONS, AFL-CIO

By: Timothy J. The...

Its: President

Date: 09/28/2023

CITY OF ORANGE CITY

By: Dale Arrington
Dale Arrington, City Manager

Date: 9/27/2023

ATTEST:

Kaley Burleson
Kaley Burleson, City Clerk

