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ARTICLE 25

WORKING OUT OF CLASSIFICATION

- 25.1 An employee required by management to work out of classification for at least eight (8) consecutive hours in a higher non-Civil Service position will be given an increase equal to the midpoint differential between the employee's current position and the higher position's midpoint, or to the minimum, whichever is greater, capped at twenty-five percent (25%). Should the higher classification be a Civil Service position, the employee may be granted an increase not to exceed seven percent (7%). Under no circumstances shall an employee receive an increase so that their wage exceeds the maximum of the higher classification. To be eligible for the higher pay the employee must perform substantially all of the required duties of the classification. Employees in Career Path Progression Positions, or who are in training positions are not eligible for the higher classification pay. An employee may reject an out of classification assignment if another qualified employee is available and willing to accept the assignment.
- 25.2 Employees working in a higher classification for thirty (30) days or less do not have to meet the minimum qualifications for the higher-level job unless required by law or ordinance. Employees working for more than thirty (30) days in a higher classification must meet minimum requirements for that job.
- 25.3 Out of Class Pay will only be granted when an existing position is vacant due to vacation, termination, illness, etc., and not for temporary reassignment for special projects. Exceptions to the 'vacant position' portion of this article may be made due to extenuating or emergency circumstances. Exceptions must be requested in writing (before) being paid, through the appropriate Department Director to the Human Resources Department Manager for final approval.
- 25.4 Except in extenuating or emergency circumstances, a subordinate employee will not be required to work in a classification where he would become the supervisory employee over their normal supervisor.
- 25.5 Out of Class Pay will be granted only for time actually worked and will not include time spent by an employee on personal leave, holidays, or sick leave, or other absence from the job. After an employee has worked out of classification for ninety (90) days, the Office


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Director/Division Manager will be required to review and consider any extension of the out of classification status. Such extension to be approved only if the employee meets the minimum qualifications as contained in the job description of the higher classification.

- 25.6 Requests for Working Out of Class Pay must be submitted in accordance with City policy, by authorized personnel on-line Form by going to the City of Orlando Intranet page.
- 25.7 Working out of classification shall be assigned among employees based on the character of the work to be performed and the employee's qualifications as determined by management.
- 25.8 Employees in non-supervisory OPD civilian positions of Police Emergency Communications Specialists and Police Emergency Communications Specialists assigned by management to work in a higher classification as a supervisor will be eligible for an hourly rate equal to that of the minimum of the range for the supervisory position or for a seven percent (7%) increase in his/her current hourly rate, whichever is greater, on an hour for hour basis, provided a minimum of at least one (1) hour is worked (non-cumulative).



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ARTICLE 26

WORKWEEK AND OVERTIME

- 26.1 The basic workweek shall be the period between 0001 Hours Sunday and 2400 Hours Saturday.
- 26.2 Departmental management will establish, in its discretion, hours of work best suited to meet the needs of the department and to provide superior service to the community. Normally the workweek shall consist of forty (40) hours, excluding unpaid lunch, during the pay period. Nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours or days to be worked per week.
- 26.3 All authorized and approved work performed in excess of forty (40) hours in any one (1) work week shall be considered as overtime for non-exempt employees and shall be paid at the rate of one and a half ($1\frac{1}{2}$) hours pay at the regular hourly rate for each hour actually worked. Employees may opt for comp time in lieu of overtime (accrued at a one and a half hour ($1\frac{1}{2}$) rate) in accordance with City Policy and Procedure 808.35 except that compensatory time may be accrued up to ninety (90) hours. For those OPD civilians working rotating shifts in shift differential eligible positions as Community Service Officers, Police Communications Specialists, OPD and Fire Communications Shift Supervisors, Crime Scene Investigators, Police Emergency Communications Specialists, those assigned to OPD Supply, and his/her non-exempt supervisors shall accrue up to one hundred fifty (150) hours of compensatory time.
- 26.4 For purposes of overtime computation, personal leave, floater holidays, sick leave, therapy, or treatment for job injury, voting time, standby, reporting time, blood donor time, bereavement leave, jury duty, annual military leave, and other absences from duty in active pay status shall not be considered as time worked. Time spent in contract negotiations by negotiating team members during normal working hours of 8:00 a.m. to 5:00 p.m. shall be counted as hours worked for purposes of computing overtime. Employees not scheduled to work during these hours, but are part of a Contract Negotiations Team, may have his/her shifts adjusted. A request for shift adjustment shall not be unreasonably denied.

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- 26.5 Should contract negotiations extend beyond these times by mutual agreement between the Union and City, the eligible non-exempt employees would be paid overtime should the total hours exceed forty (40) in the workweek.
- 26.6 Overtime work may be required from time to time and shall be distributed equitably among employees in a particular job classification within a particular organizational unit as far as the character of the work and the employees' qualifications permit. Although temporary imbalances in the equitable distribution of overtime may occur, departmental management shall make its best efforts to distribute overtime fairly and equitably over extended period of time. Departmental management shall maintain overtime records and shall make information concerning overtime available upon request to employees of the department.
- 26.7 When practical, overtime will be assigned by rotation based on seniority. For the purpose of this article rotation based on seniority shall mean that when there are employees requesting to work the overtime, assignment of overtime shall be based on greatest seniority. When no employees request to work overtime, assignment of that overtime shall be based on inverse order of seniority. However, the City may, at its discretion, assign overtime to employees, irrespective of seniority, to those who possess skills, knowledge and abilities which are not possessed to the same degree by other employees in the organizational unit and which are necessary to perform the required duties.
- 26.8 Departmental management shall determine lunch and rest periods. Such lunch and rest periods shall be scheduled in accordance with the requirements of the department. A rest period shall not exceed fifteen (15) minutes and is granted at the sole discretion of management. Unpaid lunch periods shall not be less than thirty (30) minutes nor more than sixty (60) minutes in duration. In certain continuous operations employees may be required to remain on the job and eat at the workstation. In such cases, the employee shall be paid for the thirty (30) minute lunch period.
- 26.9 Flex time may be granted at the sole discretion of the Division Manager to an employee based on need on a case-by-case basis. Flextime is intended as an adjustment to work start and end hours within the normal forty (40) hour work week and not as a reduction of normal work hours. To be considered for flex time an employee shall present his/her

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request in writing to the Division Manager with any supporting documentation within seven (7) calendar days before the requested flexing would start.

- 26.10 If temporary workers are used to fill a Bargaining Unit Position on a full-time basis within a particular Division for more than nine (9) consecutive months, the position will be posted and filled. The nine (9) month period will be retroactive from the date of approval of this contract by City Council. Exceptions to this provision may be made for temporary employees hired for a specific project or task or to temporarily staff a position scheduled for deletion, which will not normally exceed a maximum eighteen (18) month period.
- 26.11 Employees will be provided a work schedule at least five consecutive workdays in advance. Schedules will not be adjusted after this to avoid paying overtime. This provision does not apply to the Amway Arena, Bob Carr Performing Arts Center, Camping World Stadium, or to special event related work schedules in the Parking and Transportation Engineering divisions in recognition that these positions are event driven and subject to last minute scheduling found in the entertainment industry. Overtime must be deemed necessary and approved by management prior to working the overtime hours.
- 26.12 Employees who work during the changeover from standard time to Daylight Savings Time shall be paid for his/her regular shift hours without loss of pay.
- 26.13 Exempt employees shall be eligible for Management Leave and Administrative Leave at the levels and under the same terms provided under City Policy 808.6, as amended, for Middle Management, Administrative, and Professional employees.


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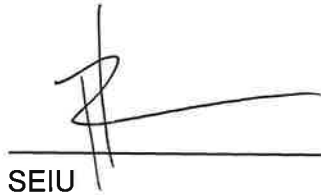
ARTICLE 27

PREVAILING RIGHTS

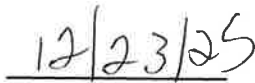
The City agrees that for all bargaining unit members all terms and conditions of employment presently enjoyed by such employees as set forth in the City's Policy and Procedures Manual, except as modified by this Agreement, are hereby protected. Any changes to these terms and conditions of employment will give the Union the immediate right to collectively bargain the impact of such change.



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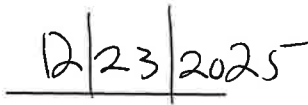


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ARTICLE 29

EDUCATIONAL REIMBURSEMENT

- 29.1 The City of Orlando shall provide financial assistance on a Fiscal year basis to employees assigned to permanent positions who have completed his/her initial probationary period and seek to improve his/her knowledge by participating in educational courses while employed by the City. In addition, a list of all training classes offered by the City's Human Resources Department Training Program will be posted in the City's Intranet system and will be accessible to all bargaining unit employees through computers located within each division and subsection thereof.
- 29.2 The level of reimbursement benefits, eligibility and administration of this program shall be in accordance with the provisions of the Policy and Procedures Manual, Section 808.17 in affect or as amended during the effective dates of this collective bargaining agreement, but no less than up to \$1800 for employees in permanent full-time positions and up to \$900 for employees in permanent part time positions.
- 29.3 Employees required to have professional licenses or certifications, or a Commercial Driver's License (CDL) as a position requirement, shall be reimbursed for these initial costs or renewals upon presentation of a proper receipt or proof of payment in accordance with current practices of the Division.


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ARTICLE 36

WAIVER OF RIGHT TO BARGAIN FOR DURATION

During the negotiations, which resulted in this Agreement, both the City and the Union 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. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, for the duration of this Agreement, unless specifically provided otherwise, the City and the Union voluntarily and unqualifiedly waive the right to bargain and agree that neither shall be obliged to bargain collectively with respect to any subject or matter even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they entered into this Agreement. Both parties, however, may mutually agree to enter into Memorandums of Understanding deemed necessary to clarify or enhance the administration of this Agreement.



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