

COLLECTIVE BARGAINING AGREEMENT BETWEEN  
PALM BEACH COUNTY SHERIFF'S OFFICE



AND  
PALM BEACH COUNTY POLICE BENEVOLENT  
ASSOCIATION



CIVILIAN AGREEMENT  
OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2018

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ARTICLE 1  
PREAMBLE

THIS AGREEMENT is entered into by and between the SHERIFF OF PALM BEACH COUNTY, FLORIDA, located within the County of Palm Beach, State of Florida (hereinafter referred to as "PBSO"), and the PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION, INC. (hereinafter referred to as the "PBA" or the "Association"), as the sole and exclusive bargaining representative of the employees within the certified bargaining units.

It is the purpose of this Agreement to promote and maintain harmonious relations between the Sheriff and the employees within the certified bargaining units; to provide for equitable and peaceful means of resolving grievances which may arise; and to establish fair wages, hours, terms and conditions of employment.

## ARTICLE 2 RECOGNITION

### Section 1.

The Sheriff recognizes the PBA as the sole and exclusive bargaining agent for the bargaining unit of employees as certified by the Public Employees Relations Commission, Certification #1768, with respect to the working conditions, rates of pay and other conditions of employment for those employees of the Sheriff working within the certified unit, to-wit;

#### INCLUDED:

Accountant, Accountant II, Accounting Clerk, Accounting Specialist, Accounting Specialist II, Administrative Secretary, AFIS Manager, Aircraft Maintenance Supervisor, Alternate Response Specialist, Alternate Response Specialist II, Applications Development Manager, Armory Specialist, Assistant Laundry Manager, Background Investigator, Bicycle Safety Specialist, Buyer, Buyer II, CADS/GIS Coordinator, CADS System Administrator, Case Manager Specialist, Central Records Specialist, Central Records Specialist II, Chaplain, Chief Security Manager, Civilian Field Inspector I, Civilian Field Inspector II, Clerical Assistant, Clerical Specialist, Client Support Analyst, Client Support Assistant, COOIS Administrator, Communication Officer I, Communication Officer II, Communication Officer III, Communications Supervisor, Communications Teletype Specialist, Community Outreach Liaison, Community Relations Coordinator, Community Service Aide, Community Service Aide Trainee, Community Services Specialist, Computer Operator, Computer Operations Manager, Contract/Grant Analyst, Contract/Grant Analyst II, Contracts Manager, Corrections Contracts Manager, Corrections Support Personnel, Court Services Specialist, Crime Scene Investigator, Crime Scene Investigator II, Crime Scene Manager, Criminal Intelligence Analyst I, Criminal Intelligence Analyst II, Data Base Administrator, Drug Farm Specialist, E- learning Coordinator, Enterprise Application Manager, Evidence Administrator, Evidence Processing Technician, Evidence Technician, Facilities and Maintenance Manager, Facilities Services Technician, Facilities Services Technician II, Financial Analyst, Financial Analyst II, Fingerprint Aide, Fingerprint Manager, Fingerprint Technician, Fingerprint Trainee, Firearms Coordinator, Fitness Assistant, Fleet Assistant, Fleet Assistant II, Fleet Coordinator, Fleet Coordinator II, Fleet Inventory Specialist, Fleet Technician, Fleet Technician II, Forensic Quality Assurance Manager, Forensic Scientist, Forensic Scientist Supervisor, Gang Prevention Coordinator, Graphics Assistant, Graphics Technician, General Services Aide, Help Desk Specialist, HR Analyst, HR Analyst II, HR Specialist, HR Specialist II, IA Analyst, IA Analyst II, Identification Specialist, Impound Lot Coordinator, Inmate Population Control Coordinator, Inmate Transport Coordinator, Installation Technician, Instructor (Non- Sworn), Internal Control Specialist, Intoxilyzer Technician, Inventory Coordinator, Juvenile Justice Coordinator, K-9 Facility Coordinator, Laboratory Analyst, Latent Examiner I, Latent Examiner II, Laundry Manager, Law Enforcement Aide, Law Library Associate, Lead Aviation Tech, Mail Clerk, Manager, Marine Technician I, Marine Technician II, Materials Analyst, Media Relations Assistant, Medical Jail Inspector, Mounted Facility Coordinator, Network Manager, Network Security Specialist, Network

Support Specialist, NISIN Technician, Office Manager, Office Manager FD, Office Support Supervisor, Parking Enforcement Specialist, Parts Specialist, Parts Specialist II, PBX Operator, PC Support Manager, PC Technician I, PC Technician II, PC Technician III, Photo Technician, Planner, Procedural Officer, Procurement Coordinator, Program Coordinator, Radio Tech I, Radio Tech II, Radio Tech III, Recreation Coordinator, Recreation Specialist, ReEntry Case Manager, Risk Management Analyst, Risk Management Analyst II, Risk Management Specialist, Risk Management Specialist II, Section Manager, Security Technician, Senior Client Support Analyst, Senior Criminal Intelligence Analyst I, Senior Criminal Intelligence Analyst II, Senior Database Administrator, Senior Forensic Scientist, Senior Planner, Senior STRIKE Analyst, Server Administrator, Service Advisor, Service Writer, SIU Operations Coordinator, Software Developer I, Software Developer II, Software Developer III, Software Developer IV, Sourcing Analyst, Special Events Specialist, Special Projects Coordinator, Special Projects Coordinator II, Supervisor, Systems Functional Specialist, Technical Leader, Technical Support Manager, Telecommunications Aide, Telecommunications Manager, Telecommunications Specialist, Terminal Agency Coordinator, Toxicology Manager, Transcriptionist, Unit Manager, Unit Manager FD, Victim Advocate, Volunteer Coordinator, Warehouse Aide, Warrants Specialist, and Youth Intervention Specialist.

**EXCLUDED:**

All other employees of the Palm Beach County Sheriff's Office.

**Section 2.**

The Sheriff shall provide written notice and an opportunity to bargain with respect to the working conditions, rates of pay, and other conditions of employment for those within the aforesaid certified unit, as required by law to:

John Kazanjian, President  
Palm Beach County Police Benevolent Association, Inc.  
2100 N. Florida Mango Road  
West Palm Beach, Florida 33409

### ARTICLE 3 NON-DISCRIMINATION

#### Section 1.

No employee covered by this Agreement will be discriminated against by the PBSO because of membership in the PBA, or authorized activity as required in this Agreement on behalf of the PBA.

#### Section 2.

Both the PBSO and the PBA oppose discrimination on the basis of age, race, creed, color, national origin, sex, handicap/disability, marital status, familial status, pregnancy, sexual orientation, or religion. However, the Parties also recognize that the PBSO has established an internal procedure to investigate and resolve alleged cases of discrimination which is in addition to existing and adequate procedures established by Palm Beach County, the State of Florida and the Federal government. Accordingly, it is agreed that allegations of employment discrimination cannot be processed through the contractual grievance/arbitration procedure.

## ARTICLE 4 DUES DEDUCTION

### Section 1.

Upon receipt of a lawfully executed written authorization from a bargaining unit member, the PBSO agrees to deduct the current regular association dues on a semi-monthly basis and remit such deductions to the treasurer of the PBA. The PBA will notify the PBSO, in writing, thirty (30) days prior to any change in the regular PBA dues structure. The employer is expressly prohibited from any involvement in the collection of fines, penalties or special assessments and shall not honor any request of this nature other than for association dues.

### Section 2.

Any employee may, at any time, revoke his/her dues deduction and shall submit such revocation form to the PBSO Payroll Section with a copy to the PBA.

### Section 3.

The PBA agrees to provide necessary Dues Deduction Authorization forms and Notice to Stop Dues Deduction forms for its members. These forms shall be at least 8-1/2" wide and 5-1/2" tall in dimension. The information entered on the forms, with the exception of the member's signature, must be either typed or legibly printed. These forms shall read as follows:

#### AUTHORIZATION CARD FOR DEDUCTION OF UNION DUES

I hereby authorize the PBSO to deduct from my wages each pay period, the current regular pay period PBA dues and to transmit this amount to the Treasurer of the Palm Beach County Police Benevolent Association.

Date:

Name:

PBSO ID Number:

Social Security Number:

Address:

Signature:

## INSTRUCTION TO STOP DEDUCTION OF UNION DUES

I hereby instruct the PBSO to stop deducting from my wages each pay period the current regular pay period PBA dues of the Palm Beach County Police Benevolent Association. A copy of this revocation has been forwarded to the Treasurer of the PBA.

Date:

Name:

PBSO ID Number:

Social Security Number:

Address:

Signature:



## ARTICLE 5 MANAGEMENT RIGHTS

The PBA recognizes the right of the Sheriff to operate, manage, and direct all affairs of his office, including the following:

- A. To manage and direct all employees of the Sheriff's Office.
- B. To hire, rehire, reinstate, promote, transfer, schedule, assign and retain employees in position with the Sheriff's Office.
- C. To suspend, demote, discharge, or take other disciplinary action against employees for just cause.
- D. To maintain the efficiency of the operation of the Sheriff's Office.
- E. To determine the structure and organization of the Sheriff's Office, including the right to supervise, subcontract, expand, consolidate or merge any division thereof.
- F. To determine the number of all employees who shall be employed by the Sheriff, the job makeup, activities, assignments, and the number of shifts to be worked per week, including starting and quitting times of all employees.
- G. To determine the number, types, and grades of positions or employees assigned to an organizational unit, department or project, and the right to alter, combine, reduce, expand, or cease any position not prohibited by law.
- H. To establish internal security practices.
- I. The exercise of the above-defined rights by the Sheriff shall not preclude employees or the PBA from raising grievances should decisions on the above matters have the practical consequences of violating the terms of this Agreement and/or affecting any other conditions of employment.
- J. The PBA acknowledges that PBSO may make reasonable amendments, revisions, additions, deletions and/or changes to PBSO General Orders, S.O.P.'s, Rules and Regulations and Policy Statements.
- K. To promulgate reasonable departmental rules and regulations not in conflict with the provisions of this Agreement.

**ARTICLE 6**  
**PBA REPRESENTATION/UNION BUSINESS**

**Section 1.**

The PBSO recognizes the right of the PBA to designate PBA representatives as it deems appropriate, with the understanding that representatives will be appointed based on location and shift not to exceed more than three (3) representatives per shift and not more than ten (10) representatives from any one (1) Division and/or from any one (1) specialty unit.

**Section 2.**

The PBSO agrees to establish a PBA time pool bank to be used for PBA representatives and/or bargaining unit members to conduct union business, as defined in this Article.

**Section 3.**

PBA members covered by this Agreement shall donate two (2) hours of leave time each year to the PBA time pool bank. The initial deduction shall be made from each member's vacation leave during the first pay period in the month after ratification of this Agreement. In subsequent years, said deduction shall be made from each member's vacation leave during the first week in October. All unused donated time will be carried over from year to year.

**Section 4.**

Leave time contributed to the bank shall be paid out when used on an hour for hour basis at the rate of the union representatives who use the leave at their hourly rates.

**Section 5.**

Charges against the PBA time pool shall be documented by the use of a TAMS Overtime Leave Approval Form to be completed for each request. The form shall have the approval of the signatures of the Sheriff or his designee, and the Association President or his or her designee. The above form must be submitted to the Sheriff or his designee a minimum of forty-eight (48) hours prior to the time the employee is requesting to use the time pool bank. Submission made with less than forty-eight (48) hours notice may be granted at the discretion of the Sheriff or his designee. In emergency situations, approval of time pool use may be obtained through the appropriate Division/Division commander.

## Section 6.

The Union President shall be released from duty on a permanent basis to conduct union business. The Union President shall be compensated on the basis of a forty (40) hour workweek. One other Union Representative, designated by the Union President, shall be released from duty on an as needed basis, not to exceed twenty (20) hours weekly, to conduct union business. The Union President and designated Union Representative shall maintain their current pay, rank and time in grade, shall accrue all benefits available to other bargaining unit employees, and shall also be eligible for any promotional examinations as applicable. The President may perform his or her assigned duties upon the approval of the Sheriff.

PBSO shall provide an electronic report of the usage of the union time pool on a monthly basis.

## Section 7.

The Union authorizes PBSO Payroll to automatically deduct from the union time pool, the number of regularly scheduled hours in each pay period, unless notified of an exception by the Union.

## Section 8.

PBA time shall be included as time worked.

ARTICLE 7  
NO SOLICITATION AND USE OF BULLETIN BOARDS

Section 1.

The PBA agrees that there shall be no solicitation of PBSO employees for membership in the PBA, signing up of members, collection of initiation fees, dues or assessments, meetings, distribution of PBA or affiliated PBA literature or any other solicitation activity of the PBA during the working hours of PBSO employees; provided, however, that this Section shall not be construed to prohibit communication of official PBA business to members prior to the beginning of the work shift and after the regularly scheduled work shift and during the employee's meal period. PBA representatives will be afforded ten (10) minutes twice a month to address line-ups.

Section 2.

The PBSO shall permit and schedule thirty (30) minutes for a PBA Representative or designee to address new bargaining unit employees with regard to terms and conditions of employment and PBA membership during PBSO new employees' orientation. The PBA will submit an outline to the Labor Relations Coordinator for approval at least five (5) working days prior to the address. This time period may be waived by mutual agreement of the Parties.

Section 3.

The PBSO, together with the PBA, shall determine the location and type of bulletin boards that may be used by the PBA at the PBSO facilities. The PBA may use the bulletin boards only for the purpose of posting official PBA business notices and related information, and may not use the boards to post political endorsements. No item shall be placed on any PBA bulletin board without being initialed by the PBA President or designee, and reviewed by the Labor Relations Coordinator or designee. All costs incidental to preparing and posting of PBA material will be borne by the PBA.

## ARTICLE 8 PROBATION

### Section 1.

The probationary period for new collective bargaining unit members may be extended up to an additional six (6) months if additional time is needed to evaluate the member's performance in the position, provided the member is notified, in writing, of same before the conclusion of the initial twelve (12) month probationary period. The written notice shall be provided to the member no less than thirty (30) days prior to the end of the probationary period, absent exigent circumstances, and shall include the reason for the extension. During the extended probationary period, the Sheriff retains all rights to terminate the employment without cause, without challenge in any forum.

### Section 2.

The probationary period for newly promoted members may be extended up to an additional six (6) months if additional time is needed to evaluate the member's performance in the position, provided the member is notified, in writing, of the same before the conclusion of the twelve (12) month promotional probationary period. The written notice shall be provided to the member no less than thirty (30) days prior to the end of the probationary period, absent exigent circumstances, and shall include the reason for the extension. During the extended probationary period, the Sheriff retains all rights to return the member to his/her former classification prior to promotion, without challenge in any forum.

## ARTICLE 9 DISCIPLINE

### Section 1.

No bargaining unit member shall be disciplined except for just cause. Disciplinary actions are as follows: training; written counseling; written reprimand; suspension without pay; demotion; and dismissal.

### Section 2.

The Parties recognize that the interests of the County and of bargaining unit members' job security depends upon the success of the Sheriff's Office in providing proper and efficient services to the County, and in applying disciplinary measures consistently and even-handedly when the conduct of personnel is inconsistent with such proper and efficient services. In the service of those interests, the Parties recognize the need for progressive and appropriate discipline in order to ensure conduct consistent with established standards reasonably related to bargaining unit members' job performance.

The PBSO administers discipline as a means to ensure that employees adhere to established standards of conduct and performance. This is done through corrective action, described in this Article as "discipline." In those instances where misconduct in the first instance is not extreme or serious, the PBSO is committed to the use of progressive discipline. The use of progressive discipline is an art, not a science. Sound progressive discipline is recognized as being appropriate for the offense and instructive as to the consequences of additional or similar future misconduct. Progressive discipline does not mean that all first offenses must be addressed with written counseling, and that all second offenses must be addressed with a reprimand, and so on. It means that all disciplinary tools and penalties are available to address misconduct not punishable by dismissal in the first instance, and the type of discipline will depend on the severity of the offense, the employee's work record and history, and other relevant factors.

### Section 3.

All suspensions shall be effected upon the basis of an eight (8) hour "day." Accordingly, for example, a two (2) day suspension shall mean a suspension of sixteen (16) hours without pay.

If a bargaining unit member works shifts longer than eight (8) hours, any portion of a shift remaining after serving the suspension may be worked by the member, or subject to the member's use of compensatory time or accrued annual leave, at the discretion of the bargaining unit member. For example, if a bargaining unit member works ten (10) hour shifts and is suspended for two (2) days, the member may choose to work the four (4) hours remaining of his shift after or before serving the second "day" of the suspension, or may choose to utilize 4 hours of compensatory time or annual leave in lieu of working said 4 hours. The use of compensatory time or annual leave shall not be denied for the purpose of completing a shift, or portion thereof, remaining as a result of a suspension.

#### Section 4.

In accordance with the General Records Schedule GS1-SL, non-disciplinary counseling records relating to performance or behavior issues shall be maintained at the Training Division and shall be disposed of after one (1) year.

#### Section 5.

All bargaining unit members may, upon their written request and the Sheriff's discretion/approval, use their own accrued vacation or compensatory time to satisfy any disciplinary suspension days received.

## ARTICLE 10 SENIORITY

### Section 1.

Seniority, as used herein, is defined as the right accruing to bargaining unit members through continuous time in grade and classification, while employed by PBSO, which entitles them to certain considerations and preferences as provided for in this Agreement. Seniority is governed by existing law enforcement service agreements, for those bargaining unit members who became employees of PBSO pursuant to said service agreements. Seniority shall accumulate during approved absence due to illness, injury, vacation leave, and military leave. Employees on other authorized leave shall maintain the seniority they had when their leave commenced.

Any bargaining unit member, who terminates service with PBSO and is rehired to the same position within a one (1) year period, shall be returned to duty at the same pay grade they held prior to terminating employment. This provision shall not apply to bargaining unit members who have retired and begun collecting retirement benefits.

### Section 2.

If two (2) or more bargaining unit members have the same classification date, for purposes of breaking a tie, seniority will be determined by the date and time the member's employment application was received by the PBSO.

### Section 3.

Seniority shall govern the following matters:

- A. Whenever feasible, seniority shall govern in filling shift vacancies.
- B. Whenever feasible and applicable, shift assignments shall be based on seniority bidding. All bargaining members will submit their shift preference prior to November 15th and the new shifts will become effective the first shift schedule in January.
- C. Whenever feasible, seniority shall govern the assignment of days off during each shift change or change in assignment.
- D. Lay offs shall be made in reverse order of seniority.
- E. Employees shall be called back from lay off according to seniority for up to two years.

The Parties recognize that for reasons of operational necessity, seniority shall not be the only factor involved. If seniority does not govern, the reasons will be provided to the affected employees.



#### Section 4.

Vacation for each calendar year shall be based upon:

- A. Date of Hire
- B. Minimum staffing levels and operational need in Division areas with functional responsibility.
- C. Selections will be made in rounds, and employees shall select one (1) vacation period consisting of contiguous days each round. A round may not exceed two (2) consecutive weeks.

#### Section 5:

In cases of multiple promotions to identical job classifications on the same effective date, seniority will be dictated by the promotion eligibility list, as they were chosen by the Sheriff.

## ARTICLE 11 COMMUNICATIONS POLICY

### Section 1.

The PBA President, or his/her designee, will be placed on the contact list maintained by PBSO's Communications Division and will be notified in any situation in which a bargaining unit member is seriously injured, or any other type of critical incident which also requires the dispatching of the Bureau of Internal Affairs as the result of a bargaining unit member's actions, or when the Sheriff or his designee requests that the PBA be contacted.

### Section 2.

In those cases in which a bargaining unit member requests a PBA Representative to respond or to be contacted and the affected party is unable to make such notification, the Communications Division, upon request, will attempt such contact.

### Section 3.

The PBA will provide PBSO with the necessary information to facilitate compliance with this Article. The PBA agrees to hold the PBSO harmless for any failure to notify under this Article, and any violations of this Article shall not be subject to grievance and arbitration.

## ARTICLE 12 LEAVE POLICY

### Section 1.

Leaves shall be in accordance with General Order #208.03, except as modified below.

### Section 2.

During the term of this Agreement the following annual leave shall be granted to bargaining unit members for the amount of time of continuous service with PBSO as follows:

- A. All members shall accrue annual leave at the rate of four (4) hours per semi-monthly period, in which a member works in excess of one half (1/2) of the work days or has compensable leave time for that period.
- B. A member will be eligible to use annual leave after the completion of three (3) months of continuous, full-time, creditable employment.
- C. A member shall be granted longevity leave after completing the following years of continuous service. Time will be added to the member's annual leave balance on the anniversary of his or her date of hire or adjusted service date, as applicable.

Years of Service	Hours of Longevity Leave	Years of Service	Hours of Longevity Leave
5	16 Hours	15	64 Hours
6	24 Hours	20	72 Hours
7	32 Hours	25	80 Hours
8	40 Hours	30	88 Hours
9	48 Hours	35	96 Hours
10	56 Hours	40	104 Hours

Longevity leave is credited at the completion of a full year of service. Longevity leave is pro-rated at time of resignation, dismissal or retirement.

### Section 3.

Annual leave may be accrued to a maximum of five hundred (500) hours and is payable upon entering the DROP and/or upon separation of employment, unless at the time of entry into the DROP or at the time of separation of employment, the unit member's FRS benefits have been forfeited. If there is an investigation or charges pending at the time of entry into the DROP or at separation which could result in forfeiture of the unit member's FRS benefits, payout of annual leave shall be suspended until a final determination is made as to the status of FRS benefits. Employees who have

completed twenty (20) years of service may accrue annual leave up to a maximum of eight hundred and fifty (850) hours.

The maximums set forth in this section represent the total amount of annual leave payable to the member, upon entering the DROP and separation from employment combined.

Nothing herein shall affect the members' ability to accrue and utilize annual leave while participating in the DROP.

#### Section 4.

Any bargaining unit member who has sustained a work-related injury and who has vacation time previously scheduled which falls within the period of disability shall be entitled to reschedule the vacation time after return to duty. It is the intent of the Parties that any previously scheduled vacation time falling within a period of disability incurred due to a work-related injury shall not be forfeited or otherwise expended due to the unforeseeable circumstance of the injury.

#### Section 5.

Each year, all hours in excess of the maximum allowable accrued annual leave as of December 31<sup>st</sup>, shall be contributed to the Union Time Pool, unless the unit member received prior approval by the Sheriff to carryover excess hours. Payroll will transfer the excess hours to the PBA by March 31<sup>st</sup> of each year.

## ARTICLE 13 SICK LEAVE

### Section 1.

Sick leave shall accrue at the rate of four (4) hours semi-monthly with a maximum accrual for payout of one thousand two hundred (1200) hours.

### Section 2.

Subject to Section 3 of this Article, upon retirement or resignation bargaining unit members will be reimbursed for unused sick leave at the member's current rate of pay at separation according to the following schedule:

<u>Years of Continuous Service</u>	<u>Payout</u>
Greater than 5 to 10	50%
Greater than 10 to 25	100% of first 480 and 50% of remaining hours, not to exceed maximum payout of 1200 hours
Greater than 25	100% up to 1200 hours maximum payout

Continuous service shall be defined as continuous paid service with the PBSO and will be computed from the date of hire. Continuous service shall accumulate during FMLA leave, paid sick leave, workers' compensation leave, annual leave and military leave.

### Section 3.

Sick Leave accrual will not be paid to unit members who, at the time of separation of employment, have had their FRS benefits forfeited. If there is an investigation or charges pending at the time of separation which could result in forfeiture of the unit member's FRS benefits, payout of Sick Leave shall be suspended until a final determination is made as to the status of FRS benefits.

### Section 4.

Use of sick leave shall be monitored for policy violations for a twelve (12) month period. This period shall be measured upon a rolling calendar basis.

### Section 5.

Donated sick leave shall continue as it is currently administered in General Order # 208.03, except as modified herein. Any bargaining unit member who is pregnant or who has a catastrophic illness or injury, who has exhausted all current sick and compensatory leave banks, and who has less than 250 hours of annual leave, is eligible to submit a request for donated sick leave.

## ARTICLE 14 MILITARY

The PBSO will apply the Military Leave Policy as stated in the PBSO General Orders, and shall adhere to Federal and State law, including the Uniformed Services Employment and Reemployment Rights Act ("USERRA"), as well as Chapter 250, Florida Statutes and §115.07, Florida Statutes, with regard to any Military Leave.

In addition, in accordance with USERRA, PBSO shall not retaliate against any member assisting in the enforcement of USERRA rights, including testifying or making a statement in connection with a proceeding under USERRA, even if that member is not a service member.

## ARTICLE 15 HOLIDAYS

### Section 1.

During the term of this Agreement, the PBSO recognizes the following thirteen (13) holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day, and Two (2) Floating Holidays to be determined by the Sheriff.

### Section 2.

Bargaining unit members who work and who are directed to work a designated holiday shall be paid at the bargaining unit member's regular rate of pay for all hours worked on the holiday, plus a full shift of holiday pay at the regular rate of pay or, at the bargaining unit member's option, a full shift of holiday time.

### Section 3.

When a holiday falls on a bargaining unit member's regular day off, he/she shall receive eight (8) hours of holiday time or pay. The option is the member's choice.

### Section 4.

Holiday time may be accrued to a maximum of 215 hours, and may be used in the same manner as annual leave. Accrued holiday time is payable upon separation of employment, unless at the time of separation of employment, the unit member's FRS benefits have been forfeited. If there is an investigation or charges pending at the time of separation which could result in forfeiture of the unit member's FRS benefits, payout of annual leave shall be suspended until a final determination is made as to the status of FRS benefits.

### Section 5.

On the pay period ending nearest January 31st of each year, the PBSO shall contribute an amount equal to one (1) hour of holiday time per bargaining unit position to the Union Time Pool.

### Section 6.

All bargaining unit members who perform outside of their job classification as a Communications Officer shall be compensated at an hourly rate of \$40.00 for work performed on the following days: Labor Day, Halloween, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Super Bowl Sunday, Easter, Memorial Day and Independence Day.

## ARTICLE16 COURT APPEARANCES

### Section 1.

Any bargaining unit member who is required by the PBSO to appear as a witness in court as a direct result of employment with PBSO shall be entitled to the following:

- A. Regular pay if called to testify during regularly scheduled work hours.
- B. A minimum of three (3) hours if called to testify or appear in court outside the bargaining unit member's regularly scheduled work hours. All such hours shall be calculated as time worked.
- C. Any bargaining unit member who is required to appear more than once during a day will receive an additional three (3) hour minimum as long as the second subpoena requires the bargaining unit member's appearance one hour or more from the release from the first subpoena. If it is less than one hour from the release from the first subpoena then it will be paid as continuous time. This provision is limited to two (2) minimum appearance fees daily. All such hours shall be calculated as time worked.

### Section 2.

A bargaining unit member subpoenaed during duty hours to appear as a witness in a case not involving the Sheriff's Office and not directly related to the bargaining unit member's personal or Union affairs, (such as performing a civic duty as a witness to a crime or an accident) will be allowed time off with pay for this purpose. Adequate prior notice must be provided by the bargaining unit member.

### Section 3.

Time off to respond to a subpoena to appear as a witness in a case related to a bargaining unit member's personal or Union affairs will be at the bargaining unit member's own expense (vacation or unpaid leave). Adequate prior notice must be provided by the bargaining unit member to his/her command.



## ARTICLE 17 CALL BACK, ON-CALL AND EMERGENCIES

### Section 1.

Bargaining unit members who have left the work place and who are ordered or otherwise directed to return to work more than one hour after completing their scheduled shifts, or more than one hour after being released from a call back, shall be paid a minimum of three (3) hours. Bargaining unit members called back to work less than one hour after completing their scheduled shifts shall be paid for all time commencing from the completion of their previously completed shift, except in those circumstances described in section 2. All such hours shall be calculated as time worked.

This provision shall be limited to two (2) 3 hour minimums based on employee's normally scheduled work hours.

This section shall also apply 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 his/her scheduled shift or more than one (1) hour after his/her shift is completed.

### Section 2.

This provision shall not apply in those instances when the overtime commences two (2) hours or less prior to, or runs continuously with, the bargaining unit member's regular shift or where the bargaining unit member is called back to work to rectify his/her own error or omission which cannot wait until the bargaining unit member's next shift. In such instances, the bargaining unit member shall be compensated for the hours worked at the appropriate rate.

### Section 3.

Bargaining unit members called back to work, who are on authorized leave, shall be paid at the rate of one and one half times the bargaining units member's regular rate of pay for hours worked for a minimum of three (3) hours, and a maximum equal to the number of remaining hours of authorized leave. Such bargaining unit members shall not be charged leave for any such hours worked. All such hours shall be calculated as time worked.

ARTICLE 18  
OUT OF CLASSIFICATION PAY

The Sheriff or designee may assign a bargaining unit member covered by this Agreement to serve as temporary replacement for an absent supervisor. If such assignment occurs, the bargaining unit member shall be paid five (5%) percent above his/her current rate of pay for each completed shift worked in the temporary position. It shall be the stepped-up bargaining unit member's responsibility to advise the timekeeper of entitlement to out of classification pay.

## ARTICLE 19 ASSIGNMENT PAY

### Section 1.

All bargaining unit members in the following specialty assignments shall receive five percent (5%) assignment pay calculated in accordance with current pay grade and step:

Key Control  
Trainer

### Section 2.

The increases provided under this Article shall only be paid when the member is so assigned.

### Section 3.

The Parties agree to reopen negotiations relative to Assignment Pay during the term of this Agreement.

## ARTICLE20 PERSONNEL RECORDS

### Section 1.

Each bargaining unit member covered by this Agreement, or legal representative so designated by the bargaining unit member, shall have the right to inspect his/her official files. Such inspection shall take place at reasonable times and at the location where the official personnel file is kept. The bargaining unit member shall have the right to receive a duplicate copy of any item contained in his/her official files at no cost to the member.

### Section 2.

Inspection of official files will be limited in accordance with Florida law.

## ARTICLE 21 HEALTH INSURANCE

### Section 1.

Unit members will receive medical, dental and vision coverage provided to other PBSO employees under the same terms and conditions.

### Section 2.

Premium increases for the type of coverage and plan selected by the unit member shall be split between the PBSO and the unit member. PBSO will pay 90% of the premium increase and the unit member will pay 10% of the premium increase.

### Section 3.

PBSO agrees that any change in benefits, during the term of this Agreement, shall be made by mutual agreement with PBA.

### Section 4.

The PBSO agrees to provide group health insurance benefits to the surviving spouse and children of a bargaining unit member who is killed in the course of performance of job duties or who suffers a catastrophic injury (as defined in Section 440.02(38), Florida Statutes (2002)) in the course of performance of job duties, until such time as the spouse remarries, the children reach age 21; or age 25 if a dependent or a dependent and a student; or age 26 to age 30 if they are unmarried, have no dependents, do not have coverage under any other group or individual health benefit plan, are not entitled to benefits under Title XVII of the Social Security Act, and are a resident of Florida or are a full or part time student; or until such time as other health insurance becomes available from another source. If a spouse's remarriage ends or the spouse loses other insurance, the same group health insurance (i.e., the previous type of coverage) shall be provided, subject to the carrier's conditions and upon application within 60 days of loss of insurance, until remarriage or other insurance becomes available from another source.

## ARTICLE 22 UNIFORMS AND EQUIPMENT

### Section 1.

All bargaining unit members not assigned to plain-clothes duties are required by the Sheriff to wear uniforms and to wear shoes meeting the Sheriff's standards and subject to PBSO approval. Bargaining unit members assigned to plain-clothes duties are required by the Sheriff to dress in a manner subject to PBSO standards and subject to PBSO approval.

Uniforms and equipment shall be subject to General Order #217.01 (Non-Sworn Dress), and other applicable PBSO rules, regulations, policies and procedures.

### Section 2.

In the event that personal property of a bargaining unit member that is used with authorization of PBSO is damaged, destroyed or lost as a result of performance of duty, PBSO agrees to adhere to General Order# 230.01, except as modified below:

Items covered include personal property limited to the actual cash value not to exceed the following:

Wrist watches -limited to \$100.00

Prescription eyeglasses or sunglasses not covered under workers' compensation are limited to lens replacement and \$200.00 per frame (not including tinting and service agreements).

## ARTICLE 23 TUITION REIMBURSEMENT

### Section 1.

The tuition reimbursement policy will continue as it is currently administered in General Order #303.02, except as modified below.

### Section 2.

Tuition reimbursement is limited to a maximum of five thousand dollars (\$5000.00) per member, per calendar year.

Upon completion of any course approved by the Sheriff or his or her designee, unit members shall be reimbursed in accordance with the maximum amount per course as per G.O. #303.02 provided the employee received a grade of "C" or better, in accordance with the maximum amounts provided in this Article.

## ARTICLE 24 WORKWEEK AND OVERTIME

### Section 1.

Hours of work, overtime and compensatory time shall be established pursuant to General Order #208.01, except as provided below.

### Section 2.

At the bargaining unit member's discretion, in lieu of overtime pay a bargaining unit member may choose to accrue compensatory time. The accumulation of compensatory time shall be limited to a total maximum accrual of two hundred twenty-five (225) hours, inclusive of conversion to the time and one half rate.

### Section 3.

All requests for the use of earned compensatory time shall be granted if a member requests to use compensatory time at least fourteen (14) calendar days in advance. If less than fourteen (14) calendar days notice is provided, the granting of the request shall be at the discretion of the Division Commander. This provision shall not apply upon the Sheriff's determination that the Agency or functional unit/ area will suffer undue operational hardship, to major holidays, or upon the Sheriff's determination that the Agency is, or will be, in a state of emergency.

### Section 4.

Additional hours worked in a forty (40) hour work week shall be paid at time and one-half the regular rate for non-exempt employees.

### Section 5.

Only actual hours worked will be used in the calculation of overtime at the premium rate of time and one-half, however, compensatory time, vacation time, PBA time, and paid leave for accepted agency workers' compensation illness/ injury shall be included as time worked.

### Section 6.

Work schedules shall only be changed after the member has been given at least three (3) days prior notice, except upon mutual agreement by supervisor and subordinate or in emergency circumstances as determined by the Sheriff.



## Section 7.

Bargaining unit members required by PBSO to attend schools and/or training, shall be compensated for attendance at said schools and/or training. Bargaining unit members

voluntarily attending schools and/or training approved, but not required, by PBSO, shall be compensated only for attendance on dates and at times he or she otherwise was scheduled to work.

## Section 8.

All bargaining unit members shall receive one (1) personal day, per calendar year, which may be used in lieu of a scheduled work day. Requests to use this personal day shall be made upon at least four (4) working days prior notice, unless exigent circumstances exist. This personal day is forfeited if not used by December 31<sup>st</sup> of the respective year and may not be used on the same day as any other type of leave

## Section 9

Any bargaining unit member involved in a critical incident shall not be penalized for any overtime worked as a result of the critical incident. Any administrative leave shall be paid at the bargaining unit members' regular working day shifts, i.e, if the bargaining unit member is normally on an 11% hour day, then administrative leave shall be paid in a like manner. No overtime to bargaining unit members involved in a critical incident shall be denied or withheld by PBSO.

## ARTICLE 25 TRANSFERS AND SHIFT EXCHANGES

### Section 1.

It shall be the right of the Sheriff to transfer bargaining unit members. If a transfer is a permanent change in the bargaining unit member's assignment, shift, or days off, seven (7) working days notice will be provided prior to the transfer. This provision may be waived by mutual agreement of the Parties or if the transfer is declared an operational necessity.

### Section 2.

Upon request, bargaining unit members will be considered for assignment in the district closest to their residence of record.

### Section 3.

Bargaining unit members who are involuntarily transferred to another unit will retain and carry with them any approved annual, holiday, sick or compensatory time. Involuntarily transferred bargaining unit members shall be entitled to use such time as previously scheduled.

### Section 4.

Bargaining unit members, within the same rank and unit, may exchange shifts within the same seven (7) day work week with the consent of the members' supervisor(s). All requests must be made in writing in a memorandum indicating when the shifts will be worked and paid back and they must be approved twenty-four (24) hours prior to the start time of the shift to be exchanged. Under no circumstances will the PBSO be required to pay back an employee whose shift is not paid back. Employees who agree to work a shift for another employee are subject to discipline for non-attendance. No overtime may result from a shift exchange.

### Section 5.

When feasible, application for Divisional Transfers shall be made no later than March 1<sup>st</sup> of each calendar year.

When a civilian employee within the Corrections Division is selected for transfer, he or she shall be transferred to that unit within ninety (90) calendar days.

ARTICLE 26  
SALARY PLAN

During the term of this Agreement, unit members shall continue to receive merit step increases pursuant to the PBSO pay plan in effect on October 1, 2015.

Bargaining unit members shall receive a 3% COLA. One (1) % of which will be effective January 1, 2016, and the balance effective July 1, 2016.

## ARTICLE 27 LONGEVITY

Bargaining unit members who have completed the required years of continuous service as indicated below shall receive longevity calculated in accordance with current pay grade and step; which shall be paid on or before November 30, as follows:

Years of Continuous Service	Percentage Increase
10+	2%
15+	5%
20+	10%

For example: If a bargaining unit member's hire date is October 1 and the member completes 20 years of service on this date, then the member would receive a prorated longevity payment of 5% for 11 months (November through September) and 10% for one month (October).

For example: If a bargaining unit member's hire date is October 1 and the member completes 21 years of service on this date, then the member would receive a 10% longevity payment for 12 months (November through October).

Continuous service shall be defined as continuous paid service with the PBSO and will be computed from the date of hire. Continuous service shall accumulate during paid FMLA leave, paid sick leave, workers' compensation leave, annual leave and military leave.

Members who terminate PBSO employment and are rehired shall be eligible to bridge their prior service after completion of three (3) years of continuous service after rehire, for purposes of longevity pay only.

## ARTICLE 28 PROMOTIONS

Promotions for Unit Manager and Section Manager will be made pursuant to the General Order for Non-Sworn Promotion Process for Unit Manager and Section Manager.

ARTICLE 29  
WORKERS' COMPENSATION AND DUTY DISABILITY

Section 1.

A bargaining unit member covered by Florida Statute, Chapter 440, Workers' Compensation, and in accordance with provisions set forth hereunder, shall be authorized to be absent from work due to injury or illness incurred while on duty, and directly related to work performed, until he or she reaches maximum medical improvement or one (1) year, whichever comes first. The Sheriff may grant bargaining unit members, who have not reached maximum medical improvement within one (1) year from the date of work- related injury or illness, up to an additional one (1) year of absence.

## ARTICLE 30 ALTERNATE DUTY ASSIGNMENTS

### Section 1.

Unit members who are temporarily unable to perform the essential functions of their positions may be assigned alternate duty pursuant to General Order # 208.06, except as modified in this Article. It is understood and agreed that non-work related illness/injury includes, but is not limited to, pregnancy.

### Section 2.

The period of temporary alternate employment is determined as follows: For non-work related illness/injury until the unit member reaches MMI or six (6) calendar months, exclusive of any FMLA leave (i.e., no duty status), from the date of injury/illness, whichever comes first, however, the Sheriff may authorize an extension of the six (6) month period.

The bargaining unit member must submit medical documentation supporting the extension request to Risk Management's Family/Medical Administrator. PBSO retains the right to request a second (2<sup>nd</sup>) opinion at PBSO expense. Should the second (2<sup>nd</sup>) opinion differ from the original request, PBSO can, at its expense, require the member to obtain a third (3<sup>rd</sup>) opinion.

### Section 3.

For non-work related illness/injury, the Sheriff may grant unit members who are eligible for, and exhaust their FMLA entitlement, an additional 480 hours of leave for approved medical reasons. Initial application must be submitted to the Family/Medical Administrator or designee along with supporting medical documentation. Members may receive pay during these periods from their accrued leave banks. Unit members are entitled to request donated time in accordance with Article 13 and General Order #208.03.

## ARTICLE 31 FUNERAL EXPENSES

### Section 1.

The PBSO will provide, to the beneficiary of a bargaining unit member considered to have died in the course of performance of job duties, thirty thousand dollars (\$30,000) for funeral, burial, and related expenses.

### Section 2.

A member may be granted up to four (4) days bereavement leave for the death of any immediate family member; or five (5) days bereavement leave for the death of any immediate family member outside of Florida. "Immediate family member" is defined as father, mother, son, daughter, husband, wife, domestic partner, brother, sister, domestic partner's brother or sister, grandfather, grandfather-in-law, grandmother, grandmother-in-law, great-grandparents, grandchildren, father-in-law, mother-in-law, domestic partner's mother or father, son-in-law, daughter-in-law, domestic partner's son or daughter, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother or half sister.



ARTICLE 32  
SAVINGS CLAUSE

If any Article or section of this Agreement should be found invalid, unlawful, or not enforceable by reason of any existing or subsequently enacted legislation or by judicial authority, all other Articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 33  
MAINTENANCE OF CONDITIONS

Section 1.

All job benefits in effect at the time of the execution of this Agreement heretofore authorized by the Sheriff and not specifically provided for or abridged by this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 2.

The PBSO and the PBA shall meet at the request of either Party to negotiate to the extent required by law any proposed changes in those rights and benefits not specifically covered by this Agreement, provided, however, no changes shall be made except when a waiver exists or where the change is negotiated or resolved in accordance with Chapter 447, Florida Statutes.

**ARTICLE 34**  
**GRIEVANCE AND ARBITRATION PROCEDURE**

**Section 1. Grievance Procedure**

A grievance shall be defined as a dispute over the interpretation or application of the specific provisions of this Agreement. The Parties agree that this procedure will substitute for and replace the procedure found at General Order #210.00 for bargaining unit members.

Unit members may appeal disciplinary suspensions of greater than two days, disciplinary demotions or discharges by using the procedure in this Article. Unit members may not appeal disciplinary suspensions of greater than two days, disciplinary demotions or discharges under the Career Service Employees Act (General Order #202.01).

Unit members may appeal disciplinary action involving disciplinary suspensions of two days or less through this procedure up to Step 4, but the decision of the Sheriff or his designee at that step will be final and the matter cannot be taken to arbitration.

This Grievance Procedure is available to all bargaining unit members regardless of membership in the PBA. In the event that an aggrieved bargaining unit member, who is not a PBA member at the time of the occurrence or knowledge of the matter giving rise to the grievance, timely proceeds with a grievance without union representation, and the request for representation in arbitration is denied by the PBA on the basis of non-membership in the PBA, such grievant shall be required to pay equally with PBSO half of the arbitrator's fee and expenses and the costs of the transcripts, if any, and towards that end, shall be required to post not less than \$5,000 in advance of the selection of an arbitrator.

Unit members who wish to appeal performance evaluations may informally contest their evaluations by conferring with the next level within the chain of command. Members will be given the opportunity to clarify their position and voice opinions regarding the evaluations, and the reviewing authority may supplement the evaluations, but members shall not be entitled to grieve their evaluations.

**Section 2.**

In a mutual effort to provide harmonious relations between the Parties to this Agreement, it is agreed to and understood by both Parties that there shall be a procedure for the resolution of grievances or misunderstandings between the Parties arising from the application or interpretation of this Agreement as follows:

**Step 1.** The aggrieved employee with or without a union representative may present a written grievance to his/her Captain/Division Manager within ten (10) working days of the occurrence or knowledge of the matter giving rise to the grievance. The Captain/Division Manager shall attempt to adjust the

matter within his/her authority and respond to the party presenting the grievance within ten (10) working days.

- Step 2. If the grievance has not been satisfactorily resolved in Step 1, the PBA representative and/or the aggrieved employee may appeal the grievance to his/her Major/Civilian Equivalent, in writing, within ten (10) working days of the date the response was due in Step 1. The Major/Civilian Equivalent shall respond to matter within his/her authority, in writing, within ten (10) working days to the employee and PBA.
- Step 3. If the grievance has not been satisfactorily resolved in Step 2, the PBA representative and/or the aggrieved employee may appeal the grievance to the Colonel/Director in his/her chain of command, within ten (10) working days after the time the response from the previous Step is due. The Colonel/Director shall respond, in writing, within ten (10) working days to the employee and PBA.
- Step 4. If the grievance is not satisfactorily resolved in Step 3, the aggrieved employee or the Association may appeal the grievance to the Sheriff or his designee, in writing, within ten (10) working days of the date the response was due in Step 3. The Sheriff or his designee shall respond in writing within ten (10) working days to the employee and the PBA.

Note: The time limits set forth may be waived only by mutual agreement, in writing, between the Parties. If the PBA fails to advance a grievance within these time limits the grievance will be treated as withdrawn with prejudice. If the PBSO fails to respond to the grievance within these time limits, the grievance will be treated as denied, effective on the date the response was due.

### Section 3.

Should the PBSO wish to press a grievance, such grievance must be presented to the PBA for a response. The PBA shall have ten (10) working days in which to submit a written response. The PBSO may appeal the PBA's response to arbitration pursuant to Section 4 of the procedure below.

### Section 4. Arbitration Referral

- A. If the grievance is not resolved at Step 4 of the Grievance Procedure, the PBA may, within ten (10) working days of the date the response was due in Step 4, submit a request for arbitration to the Sheriff. In general grievances, either the PBA or the PBSO may request to take the issue or grievance to arbitration.
- B. If the Parties fail to mutually agree upon an arbitrator within ten (10) days after the date of receipt of the arbitration request, a list of seven (7) qualified neutrals from the Federal Mediation and Conciliation Service ("FMCS") shall be requested by either Party, with a copy of the request

sent to the other Party. Within five (5) working days after the receipt of the list, the Parties shall meet and alternately cross out the names on the list, and the remaining name shall be the arbitrator. The Party bringing the grievance shall cross out the first name. Either Party may strike an entire panel. Failure of the Parties to select an arbitrator within thirty (30) calendar days of receipt of the panel from FMCS will be considered a withdrawal of the grievance with prejudice.

- C. The arbitration hearing shall be conducted at either the Sheriff's Office or the PBA on an alternating case basis; the first of which case shall be heard at the PBA.
- D. The hearing on the grievance shall be informal and the strict rules of evidence shall not apply.
- E. The arbitrator shall not have the power to add to, subtract from, modify or alter the terms of this Collective Bargaining Agreement in arriving at a decision of the issue or issues presented, and shall confine his or her decision solely to the interpretation or application of the Agreement. The arbitrator shall not have the authority to determine any issues not submitted.
- F. The decision of the arbitrator shall be final and binding upon the aggrieved employee, the union and employer, except as provided by Florida law.
- G. The arbitrator's fee and expenses shall be borne equally by the Parties, unless otherwise agreed to by the Parties.
- H. Attendance at any arbitration procedure and compensation of participants shall be the responsibility of each side.
- I. The arbitrator shall be requested to tender his/her decision as quickly as possible, but in any event, no later than thirty (30) calendar days after the hearing.
- J. In the case of a grievance involving any continuing or other money claim against the employer, no award shall be made by the arbitrator, which shall allow any monetary payment, damages or accruals for more than five (5) working days prior to the date when such grievances shall have been first submitted in writing.
- K. Upon receipt of the arbitrator's award, corrective action, if any, will be implemented as soon as possible.
- L. If either Party to this Agreement requests a copy of transcripts of the arbitration hearings, both Parties will share equally the cost of such transcripts.

## Section 5.

Where a grievance is general in nature, in that it applies to a number of employees having the same issue to be decided, or if the Grievance is directly between the Union and PBSO, it shall be presented in writing directly at Step 4 of this Grievance Procedure, within fifteen (15) days of the time limits provided for the submission of a grievance in Step 1, and shall be signed by the aggrieved employees and/or the Union Representative on behalf of all PBA members aggrieved.

## Section 6.

PBSO agrees to forward a copy of the initial face sheet of internal grievances, when the employee elects not to have Union representation. Upon the Union's request, PBSO will provide copies of all written documents pertaining to the employee's grievance, to the extent authorized by the public records law.

**ARTICLE 35**  
**NO STRIKE OR WORK STOPPAGE**

The PBA, its officers, agents, representatives, and its bargaining unit members and employees agree that they will not strike, as defined by the Public Employees Relations Act, and agree not to participate in a strike against the Sheriff by instigating or supporting a strike, nor shall the bargaining unit member participate in a work stoppage, slow-down, sick out or any other activities prohibited by law. Notwithstanding the above, there shall be no picketing whatsoever in uniform or on duty by the bargaining unit members covered by this Agreement. The Parties agree that any bargaining unit member who has been proven to have participated in or promoted any of the aforesaid activities may be discharged or otherwise disciplined by the Sheriff.

## ARTICLE 36 TAKE HOME VEHICLES

### Section 1.

Assigned vehicles may be authorized for employees where a take home vehicle would be appropriate based on the employee's job function.

The PBSO has the discretion to limit or discontinue assignment of vehicles for financial reasons, and may withdraw or restrict vehicle use for non-compliance with PBSO vehicle policies and procedures or for disciplinary reasons.

### Section 2.

Unit members will only be assigned a take home vehicle if they reside in the following counties: Palm Beach, Martin, St. Lucie, Hendry, Broward and Okeechobee.

### Section 3.

Unit members assigned a take home vehicle who reside in Palm Beach County shall pay a fuel charge through payroll deduction of thirty dollars and no cents (\$30.00) per pay period. Unit members assigned a take home vehicle, who reside in all other counties listed in Section 2 above, shall pay a fuel charge through payroll deduction of thirty-five dollars and no cents (\$35.00) per pay period.

### Section 4.

Other than emergency vehicle repairs, maintenance of take home vehicles shall be performed during members' regular duty status.



ARTICLE 37  
RIGHTS OF BARGAINING UNIT MEMBERS UNDER INVESTIGATION

Section 1.

Investigations shall be in accordance with General Order #222.03 (Division of Internal Affairs), except as otherwise provided below.

In the investigation of all bargaining unit members, the Sheriff agrees to be governed by the following provisions:

- A. Whenever a bargaining unit member is under investigation and subject to interrogation by members of his or her own agency for any reason that could lead to disciplinary action, suspension, demotion, or dismissal, the interrogation shall be conducted under the following conditions:
  - 1. The interrogation shall be conducted at a reasonable hour, preferably at a time when the bargaining unit member is on duty, unless the seriousness of the investigation is of such a degree that immediate action is required.
  - 2. The interrogation shall take place either at the office of the investigating officer or otherwise at the Sheriff's Office, as determined by the investigating officer or the Agency.
  - 3. The bargaining unit member under investigation shall be informed of the rank, name, and command of the officer in charge of the investigation, the interrogating officer, and all persons present during the interrogation. All questions directed to the bargaining unit member under interrogation shall be asked by or through one interrogator during any one investigative interrogation, unless specifically waived by the bargaining unit member under investigation.
  - 4. The bargaining unit member under investigation shall be informed of the nature of the investigation before any interrogation begins, and he or she shall be informed of the names of all complainants. All identifiable witnesses shall be interviewed, whenever possible, prior to the beginning of the investigative interview. The complaint, all witness statements, including all other existing subjects' statements, and all other existing evidence, including, but not limited to, incident reports, GPS locator information, and audio or video recordings relating to the incident under investigation, shall be provided to each bargaining unit member who is the subject of the complaint before the beginning of any investigative interview of that subject. After being informed of the right to review witness statements, a bargaining unit member may voluntarily waive the

provisions of this paragraph and provide a voluntary statement at any time.

5. Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.
6. The bargaining unit member under interrogation may not be subjected to offensive language or be threatened with transfer, dismissal, or disciplinary action. A promise or reward may not be made as an inducement to answer any questions.
7. The formal interrogation of a bargaining unit member, including all recess periods, shall be recorded on audio tape, or otherwise preserved in such a manner as to allow a transcript to be prepared, and there shall be no unrecorded questions or statements. Upon the request of the interrogated bargaining unit member, a copy of any recording of the interrogation session must be made available to the interrogated subject of the investigation no later than 72 hours, excluding holidays and weekends, following said interrogation.
8. If the bargaining unit member under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation, he or she shall be completely informed of all his or her rights before commencing the interrogation.
9. At the request of any bargaining unit member under investigation, he or she has the right to be represented by counsel or any other representative of his or her choice, who shall be present at all times during the interrogation whenever the interrogation relates to the bargaining unit member's continued fitness for service.
10. Notwithstanding the rights and privileges provided by this Article, this Article does not limit the right of the Sheriff to discipline or to pursue criminal charges against a bargaining unit member.

**B. NOTICE OF DISCIPLINARY ACTION.**

1. A dismissal, demotion, transfer, reassignment, or other personnel action that might result in loss of pay or benefits or that might otherwise be considered a punitive measure may not be taken against any bargaining unit member unless he or she is notified of the action and the reason or reasons for the action before the effective date of the action.
2. Whenever a bargaining unit member is subject to disciplinary action consisting of suspension with loss of pay, demotion, or dismissal, the

bargaining unit member or his or her representative shall, upon request, be provided with a complete copy of the investigative file, including the final investigative report and all evidence, and with the opportunity to address the findings in the report with the Agency before imposing disciplinary action consisting of suspension with loss of pay, demotion, or dismissal. This paragraph does not provide bargaining unit members with a property interest or expectancy of continued employment or employment by the Sheriff's Office.

**C. RETALIATION FOR EXERCISING RIGHTS.**

No bargaining unit member shall be discharged; disciplined; demoted; denied promotion, transfer, or reassignment; or otherwise discriminated against in regard to his or her employment or appointment, or be threatened with any such treatment, by reason of his or her exercise of the rights granted by this Article.

**D. LIMITATIONS PERIOD FOR DISCIPLINARY ACTIONS BASED UPON EXTERNAL COMPLAINTS.**

1. Except as provided in this subsection, disciplinary action, suspension, demotion, or dismissal based upon an external complaint shall not be undertaken by the Sheriff against a bargaining unit member for any act, omission, or other allegation of misconduct if the investigation of the external allegation is not completed within 180 days after the date the Sheriff receives notice of the allegation by a person authorized by the Sheriff to initiate an investigation of the misconduct. If the Sheriff determines that disciplinary action is appropriate, it shall complete its investigation and give notice in writing to the bargaining unit member of its intent to proceed with disciplinary action, along with a proposal of the specific action sought, including length of suspension, if applicable. Notice to the bargaining unit member must be provided within 180 days after the date the Sheriff received notice of the external allegation of misconduct, except as follows:
  - a. The running of the limitations period may be tolled for a period specified in a written waiver of the limitation by the bargaining unit member.
  - b. The running of the limitations period is tolled during the time that any criminal investigation or prosecution is pending in connection with the act, omission, or other allegation of misconduct.
  - c. If the investigation involves a bargaining unit member who is incapacitated or otherwise unavailable, the running of the limitations period is tolled during the period of incapacitation or unavailability.

- d. In a multi-jurisdictional investigation, the limitations period may be extended for a period of time reasonably necessary to facilitate the coordination of the agencies involved.
  - e. The running of the limitations period may be tolled for emergencies or natural disasters during the time period wherein the Governor has declared a state of emergency within the jurisdictional boundaries of the Sheriff.
- 2. An investigation against a bargaining unit member may be reopened, notwithstanding the limitations period for commencing disciplinary action, demotion, or dismissal, if:
  - a. Significant new evidence has been discovered that is likely to affect the outcome of the investigation.
  - b. The evidence could not have reasonably been discovered in the normal course of investigation or the evidence resulted from the predisciplinary response of the bargaining unit member. Any disciplinary action resulting from an investigation that is reopened pursuant to this paragraph must be completed within 90 days after the date the investigation is reopened.

## Section 2.

### A.

- 1. When Sheriff's Office personnel assigned the responsibility of investigating a complaint prepare an investigative report or summary, regardless of form, the person preparing the report shall, at the time the report is completed:
  - a. Verify that the contents of the report are true and accurate based upon the person's personal knowledge, information, and belief; and
  - b. That there has been compliance with the provisions of this Article.
- 2. Any PBSO Unit that initiates or receives a complaint against a bargaining unit member must within 5 business days forward the complaint to the Department of Internal Affairs for review or investigation.

### B.

- 1. All statements, regardless of form, provided by a bargaining unit member during the course of a complaint investigation of that bargaining unit member shall be made under oath pursuant to s.92.525.

2. Knowingly false statements given by a bargaining unit member under investigation may subject him or her to prosecution for perjury. If a witness to a complaint is incarcerated in a correctional facility and may be under the supervision of, or have contact with, the bargaining unit member under investigation, only the names and written statements of the complainant and nonincarcerated witnesses may be reviewed by the bargaining unit member under investigation immediately prior to the beginning of the investigative interview.
- C. A bargaining unit member has the right to review his or her official personnel file at any reasonable time under the supervision of the designated records custodian. A bargaining unit member may attach to the file a concise statement in response to any items included in the file identified by him or her as derogatory, and copies of such items must be made available to the bargaining unit member.

### Section 3.

When feasible and to the extent provided by law, the Sheriff agrees to follow the State retention guidelines as set forth in General Records Schedule GS2.

ARTICLE 38  
DURATION OF AGREEMENT

Except as otherwise provided herein, this Agreement shall be effective upon ratification, and shall continue in force and effect from October 1, 2015, until its expiration date September 30, 2018, or otherwise until a successor Agreement is ratified by the Parties. However, the Parties agree that negotiation as to all monetary Articles shall be reopened during the second and third year of the contract for further collective bargaining.


Should either Party desire to terminate, change or modify this Agreement, it shall so notify the other Party between January 15, 2018, and no later than January 30, 2018. Such notification will contain the title or titles of the article or articles the Party wishes to add, alter, or amend, and only those articles will be subject to collective bargaining. All other articles shall remain in full force and effect.

IN WITNESS THEREOF, the Parties have caused this Agreement to be signed by their duly authorized representatives on the 30 day of September, 2015.

**FOR THE PBSO**

  
x \_\_\_\_\_  
Ric L. Bradshaw  
Sheriff

**FOR THE PBA**

  
\_\_\_\_\_  
John S. Kazanjian  
President

  
\_\_\_\_\_  
Colonel Joseph Bradshaw  
Department of Legal Affairs

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Ernest W. George  
Executive Director

\_\_\_\_\_  
PBA Legal Counsel