

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**MARTIN COUNTY SHERIFF'S OFFICE
(MCSO)**

AND

**PALM BEACH COUNTY
POLICE BENEVOLENT ASSOCIATION
(PBA)**

CIVILIAN

Upon Ratification

through

September 30, 2025

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PREAMBLE

This Agreement is primarily intended to promote the interests of the members of the public who are served by MCSO. It is contemplated that this Agreement will serve the public interest by ensuring that members of the bargaining unit will at all times be responsive to and make every reasonable effort to carry forward the Sheriff's activities and functions and will accept and execute all lawful instructions given to them. Further, this Agreement defines the Sheriff's obligations to the Union members of the bargaining unit, thus avoiding disputes due to misunderstandings, as well as by providing a procedure for the resolution of any claims that the Agreement has been violated.

ARTICLE 1
RECOGNITION

Section 1

The Martin County Sheriff (hereinafter referred to as the Sheriff or MCSO) recognizes the Palm Beach County Police Benevolent Association (hereinafter referred to as the PBA or the Union) as the exclusive collective bargaining representative of the bargaining unit certified by the Public Employees Relations Commission in Certification number 2056 to include all full time and part-time non-sworn, non- professional employees who work twenty hours or more per week in the classifications listed therein.

Section 2

The Sheriff will not be called upon to recognize the PBA as agent for any of its employees other than those included in the certified unit mentioned above, in the absence of a new PERC certification. When any new job classification is created, the Sheriff will notify the Union. Any dispute as to an individual employee's status or any new classification status as being included or excluded from the bargaining unit will be resolvable through normal legal procedures, and not through the contractual grievance procedure.

Section 3

The Sheriff shall send formal notices and communications pertaining to bargaining unit member's wages, hours and terms and conditions of employment:

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

ARTICLE 2

MANAGEMENT RIGHTS

Section 1

- A. Except as specifically and expressly abridged, limited or modified by the written terms of this Agreement, all of the rights, powers and authority previously possessed or enjoyed by the Sheriff prior to this Agreement are retained by the Sheriff.
- B. Nothing in this Agreement shall be construed so as to limit or impair the right of the Sheriff to exercise his sole and exclusive discretion on all the following matters, providing such exercise is consistent with the law and the express terms of this Agreement:
1. To manage the Sheriff's Office and exercise sole and exclusive control and absolute discretion over the organization and operations thereof.
 2. To determine the purpose and functions of the Sheriff's office in its constituent divisions, bureaus, units or otherwise separated classifications.
 3. To perform those duties and exercise those responsibilities which are assigned and/or required by the Sheriff pursuant to applicable federal and state law, regulations, or other appropriate authority.
 4. To determine and adopt the policies and programs, standards, rules and regulations determined by the Sheriff to be necessary for the operation and/or improvement of the Sheriff's Office, and to select manage and direct management, administrative, supervisory and other personnel.
 5. To alter or vary past practices and otherwise to take such measures as the

Sheriff may determine to be necessary to maintain order and efficiency relative to both work force and operations/services to be rendered thereby, provided that such exercise is consistent with the express terms of this Agreement.

6. To set methods, means of operations and standards of services to be offered by the Sheriff's Office and to contract such operations/services to the extent deemed practical and feasible by the Sheriff in its sole discretion.
7. To determine and re-determine job content, work load and work force size.
8. To decide the number, location, design and maintenance of the Sheriff's Office facilities, supplies and equipment. To relocate, remodel, or otherwise revise operations and facilities as may be deemed necessary by the Sheriff.
9. To determine qualifications of all employees employed by the Sheriff's Office. To select, examine, hire, classify, train, lay off, assign, schedule, retain, transfer, promote, direct and manage all employees of the Sheriff's office consistent with the existing provisions of law and this Agreement.
10. To select supervisory and managerial personnel from the working forces strictly on the basis of management's determination of individual ability, based on examination, performance evaluation, special skills, classifications, and other related elements at the discretion of the Sheriff consistent with this Agreement.
11. To increase, reduce, change, modify or alter the size and composition of

the workforce.

12. To establish, change or modify the number, types and grades of positions, employees assigned to a division, bureau, unit or project of the Sheriff.
 13. To determine the extent of the Sheriff's operations. To determine when any part of such operation shall function or be halted and to determine when, where and to what extent operations/services shall be increased or decreased, contracted inter-governmentally, subcontracted, continued or discontinued.
 14. To establish, change or modify employee duties, tasks, responsibilities or requirements.
 15. To make, issue, publish, modify and enforce policies, procedures, rules and regulations as the Sheriff may reasonably deem appropriate. The Sheriff will act in accordance with law and this Agreement on such matters.
 16. To determine the organization of the Sheriff's office.
 17. To determine the purpose and/or need of any subdivision of the Sheriff's office.
 18. To set standards for service to be offered to the public.
 19. To determine the number of employees to be employed by the Sheriff.
 20. To establish, implement, and maintain an effective internal security practice.
- C. The Sheriff has sole authority to determine and re-determine the purpose and mission of the Sheriff's Office.
- D. The Sheriff has the sole, exclusive right to direct the managerial, supervisory and

administrative personnel to perform any task in connection with the operation of the Sheriff's office, whether or not normally performed by the employees within the bargaining unit.

- E. The selection process and assignment of personnel outside of the bargaining unit is the sole responsibility of management and shall not be subject to the grievance and arbitration procedures provided in this Agreement.
- F. The PBA recognizes that the Sheriff has certain obligations to comply with federal, state, and local laws, ordinances, regulations, directives and guidelines that may be applicable to such matters as affirmative action, equal employment opportunities, etc., and shall cooperate in such compliance. Such matters shall not be subject to the grievance and arbitration procedures provided in this Agreement.
- G. The Sheriff shall have the right, during the term of this Agreement, to terminate selected services and/or operations permanently.
- H. Except as otherwise expressly provided in this Agreement, any written rule, regulation, policy or procedure affecting those employees of the bargaining unit in effect prior to, as well as those issued after the effective date of this Agreement, shall remain in full force and effect unless changed, modified, or deleted by the Sheriff. Final authority to change, modify or delete any rule or regulation rests with the Sheriff.
- I. It is expressly understood by and between the parties to this Agreement that the Sheriff shall not be deemed to have waived or modified any of the rights reserved to the Sheriff under this Article by not exercising said rights in a particular matter

or in a particular manner.

- J. Nothing contained in this Agreement shall abrogate the rights, duties and responsibilities of the Sheriff, as provided by law.
- K. Nothing in this Agreement shall limit the Sheriff in the exercise of its managerial functions. It is agreed that these enumerations of management prerogatives shall not be deemed to exclude other prerogatives of management not specifically enumerated. The Sheriff can exercise only those managerial functions that do not violate or abridge this Agreement.
- L. The exercise of the above enumerated managerial rights, except as otherwise provided herein, shall not preclude an aggrieved bargaining unit member or the PBA from filing a grievance, but such grievance can be filed only on the grounds that the action complained of by him is in violation of the express written terms of this Agreement.
- M. In the exercise of the above-enumerated rights, the Sheriff recognizes its obligations to bargain if the law so requires over such rights or decisions that alter, modify, or impact hours, wages, and terms and conditions of employment of bargaining unit employees.
- N. All other rights to manage the Sheriff's Office and the operations, functions, and purposes thereof, which are not recited in or expressly limited by this Agreement, are reserved exclusively to the Sheriff

ARTICLE 3

NON-DISCRIMINATION

Section 1

The Sheriff and the PBA agree that neither party will discriminate or interfere whatsoever with the right of any employee covered by this Agreement to belong or not belong to the PBA. No bargaining unit employee will be discriminated against by MCSO for engaging in authorized activity, as required by this Agreement, on behalf of the PBA.

Section 2

No bargaining unit employee will be discriminated against on the basis of age, race, creed, color, national origin, sex, sexual orientation, disability, marital status or religion, or any other characteristic covered by law. However, the parties also recognize that MCSO has established an internal procedure to investigate and resolve alleged cases of discrimination, which is in addition to existing and adequate procedures established by the State of Florida and the federal government. Accordingly, it is agreed that allegations of employment discrimination prohibited by this Article cannot be processed through the contractual grievance procedure.

ARTICLE 4

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1

In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is agreed that there is a procedure for the resolution of grievances between the parties arising from any alleged violation of a specific term of this Agreement.

Section 2

For the purpose of this Agreement, a grievance is defined as a dispute, claim or complaint that any employee or the PBA may have as to the interpretation, application and/or alleged violation of some excess provision(s) of this Agreement which is subject to the Grievance Procedure.

Section 3

- A. Every effort will be made by the parties to settle all grievances as soon as possible. The limits set forth shall be strictly complied with and can only be extended by mutual agreement of the parties in writing. Any grievance shall be considered settled at the last level considered if the grievant/Union fails to timely process the grievance to the next level.
- B. The commencing of legal proceedings against the Sheriff in a court of law or equity, or before the Public Employees Relations Commission (PERC), for misapplication or misinterpretation of the terms of this Agreement, shall be deemed an election of remedy and shall be a waiver by the party commencing the proceeding of its/their right to resort to the grievance and arbitration procedure

contained in this Article and any grievance that has already been filed over the same subject will be dismissed. Except as otherwise specifically provided, the Grievance and Arbitration Procedure is the sole remedy for any alleged violations of this Agreement. It is the intent of both parties that the same relief not be heard under both the Arbitration Procedure and before PERC or a court or any administrative agency or body.

Section 4

All grievances must be in writing and must contain the following information:

- (1) Article(s) and Section(s) of the Agreement alleged to have been violated;
- (2) A general statement of the grievance, including facts, dates and times of events and the remedy or adjustment desired;
- (3) Signature of aggrieved employee or the Union representative and date signed.
- (4) Multiple grievances related to the same matter may be submitted as a combined grievance.

Section 5

Grievances shall be processed in accordance with the following procedures:

- STEP 1: The grievant or the PBA shall present in writing his/her grievance to the employee's immediate supervisor within fourteen (14) calendar days of the occurrence of the action giving rise to the grievance. Discussions will be informal for the purpose of settling differences in the simplest and most effective manner. The supervisor shall reach a decision and communicate in writing to the grievant within fourteen (14) calendar days

from the date the grievance was presented to him/her. Failure of the supervisor to timely respond shall be considered a denial of the grievance and shall entitle the grievant to appeal to STEP 2.

STEP 2: If the grievance is not settled at the first step, the grievant or the PBA within fourteen (14) calendar days of the answer in Step 1, or if no answer was received under Step 1, within fourteen (14) days of the date the answer was due, may appeal the grievance to the appropriate Captain. The Captain or designee may investigate the alleged grievance and may, within fourteen (14) calendar days of receipt of the written grievance, conduct a meeting between the Captain, other Sheriff's representatives as necessary, the grievant and/or the grievant's PBA representative. The Captain shall notify the aggrieved employee of a decision no later than fourteen (14) calendar days following the submission of the grievance at Step 2. Failure of the Captain to timely respond shall be considered a denial of the grievance and shall entitle the grievant to appeal to Step 3.

STEP 3: If the grievance is not settled in step 2, the grievant or the PBA within fourteen (14) calendar days of the answer in Step 2, or if no answer was received under Step 2, within fourteen (14) calendar days of the date the answer was due, may appeal the Step 2 answer to the Sheriff. The Sheriff or designee, may investigate the grievance as appropriate and may, within fourteen (14) calendar days of receipt of this written grievance, conduct a hearing or meeting between the Sheriff, other

MCSO representatives as needed, the grievant and/or the grievant's PBA representative. The Sheriff shall notify the grievant in writing of a decision not later than fourteen (14) calendar days following the submission of the grievance at Step 3. Failure of the Sheriff to timely respond shall be considered a denial of the grievance and shall entitle the grievant to appeal to Step 4. In instances where the grievant is not represented by the PBA, all decisions related to the grievance shall be communicated in writing to the PBA President at the end of the third (3rd) step.

STEP 4: If a grievance has not been satisfactorily resolved within the grievance procedures, the PBA may, within fourteen (14) calendar days after the response is received at Step 3 of the Grievance Procedure, request a panel of seven arbitrators from the Federal Mediation and Conciliation Service ("FMCS"). A copy of the written request will be provided to the Sheriff who will be referred to as the MCSO representative on the request form.

Section 6

Upon receipt of the list, each party shall alternate striking arbitrators, beginning with the Party who requested the arbitration panel. The last remaining arbitrator shall hear and rule upon the grievance. The parties can mutually agree to change to the American Arbitration Association during the term of the contract. Either party may strike an entire panel once. The party striking the entire panel shall be responsible for ordering a new panel.

Section 7

The following general rules are applicable to this Article:

- A. The PBA may abandon or settle a grievance. Grievances settled under this Article shall be non-precedent setting and cannot be offered as evidence or precedent in any subsequent arbitration case unless the Union and the Sheriff mutually agree in writing that the grievance is precedent setting.
- B. No grievance can be amended or supplemented after the initial management response at Step 1 without the written consent of the Sheriff.
- C. The arbitrator shall not have the power to add to, subtract from, modify, or alter the terms of this Agreement.
- D. The arbitrator shall have no power to establish wages, rates of pay for new jobs, or to change any wage, unless the arbitrator is specifically empowered to do so by both parties.
- E. The arbitrator shall have only the power to rule on grievances arising under his Agreement, as defined under Sections 2 and 4 above.
- F. The arbitrator shall determine each dispute in accordance with the terms of this agreement and in accordance with a Submission Agreement, if one can be agreed to. If there is no Submission Agreement, then the arbitrator will rely on the grievances as written under Step 1 of this Agreement.
- G. Unless the parties agree in writing to the contrary, only one grievance may be submitted to an arbitrator at any one hearing.
- H. Upon request, the arbitrator shall rule on arbitrability before issuing a decision on the merits. If a lawsuit is filed over arbitrability, the arbitration shall not commence

until the suit has terminated in the trial court.

Section 8

The arbitrator's decision shall be final and binding on the PBA and on all bargaining unit employees and on the Sheriff, provided that the arbitrator's decision is not outside or beyond the scope of the arbitrator's jurisdiction and authority as set forth in this Agreement.

Section 9

Each Party shall bear the expense of its own witnesses and its own representatives, except on duty employees may be on call to appear. The arbitrator's bill shall be equally shared by the parties. Expenses of obtaining a hearing room, if any, shall be equally divided between the parties.

Section 10

The parties may agree in writing that with respect to any arbitration that there will be no transcript of the proceeding and/or no post arbitration briefs.

ARTICLE 5

PROBATIONARY PERIOD

Section 1

The standard probationary period for all bargaining unit employees shall be twelve (12) months from the date of hire/re-hire or twelve (12) months from the date of promotion / transfer. With respect to new hires, any time spent out of work or on modified duty for any reason, including a worker's compensation injury, shall be deducted from the twelve (12) months, thus extending probation.

Section 2

Prior to the expiration of the time period as outlined in Section 1, the Sheriff will make a final decision on retention of the employee in a regular status position; which written decision shall be provided to the employee and the PBA contemporaneously. The failure of an employee to pass or complete probation shall not be appealable to any authority, nor shall such be subject to the grievance procedure contained in this Agreement; however, an employee who fails their promotional / transfer probation period shall be offered a position of comparable grade to the position held prior to promotion / transfer.

Section 3

Promotions and transfers are not available to employees during their probationary period. However, employees may be reassigned from the 911 Communications Unit to another unit during their probationary period, based upon operational necessity. Reassigned employees from the 911 Communications Unit shall complete a twelve (12) month probation in their new assignment.

Section 4

A Union representative shall receive, once a month, the name, position, work site and contact information of new employees, via the personnel update e-mail.

Section 5

Upon request, but no more than once a year, the PBA shall receive a list of all PBA bargaining unit members, containing the following; name, classification, hire date and work location.

ARTICLE 6

BASIC WORKWEEK AND OVERTIME

Section 1

Employees will continue to be paid in accordance with the current pay cycle. Employees will be paid overtime in accordance with the Fair Labor Standards Act, as amended, or as otherwise provided in this Agreement. Authorized PBA pool time, taken during the members regularly scheduled work hours, shall be considered time worked.

Section 2

Compensatory time is time earned at the same rate the employee would receive if he/she were being paid i.e., if pay would be at the overtime rate then compensatory time is accrued at time and one half time; if pay would be straight time then compensatory time, in lieu of pay, is accrued at straight time. The choice of compensatory time or overtime pay shall be at the bargaining unit member's option. Accrued unused compensatory time off may not exceed eighty (80) converted hours. However, a bargaining unit member may, in anticipation of those circumstances which would otherwise entitle an employee to be eligible for leave under the Family Medical Leave Act (FMLA) or other exceptional circumstances, request the accrual of additional unused compensatory time off. The approval of the request and the amount of the additional unused compensatory time off to be accrued is at the discretion of the Sheriff or his designee. If after receiving approval for the accrual of additional unused compensatory time off, the employee does not use this additionally accrued time, as expected, then that additional accrued time must be used within one year of the date of the request or the amount of the accrued unused compensatory time exceeding the eighty (80) converted

hours cap shall be paid to the employee.

Section 3

Bargaining unit members may be required to work overtime both scheduled and unscheduled. To the extent reasonable and appropriate, under the circumstances as determined by the Sheriff or his designee, overtime will be distributed equitably among bargaining unit members in their particular job classification in organizational units, as work permits.

Section 4

Payment for earned overtime shall be made in the pay period immediately following the period in which the overtime was earned.

Section 5

Once a year, in September, or any other time mutually agreeable to the parties, the Sheriff shall have the right to buy back accrued compensatory time of bargaining unit members.

Section 6

Upon separation from the Martin County Sheriff's Office, the bargaining unit member shall be paid for all approved accrued, unused compensatory time at the bargaining unit member's then existing rate. Once the eighty (80) converted hours compensatory time maximum accrual has been reached, bargaining unit members required to work overtime shall require paid overtime. Time worked outside of an employee's regular Division cannot be earned as compensatory time, unless otherwise approved by their Division Director. (Holiday pay can be converted compensatory).

ARTICLE 7

COMPLIANCE WITH RULES AND REGULATIONS

Section 1

All sections of MCSO's personnel Rules and Regulations, including any amendments thereto, are applicable to the bargaining unit members unless there is an express conflict between the Personnel Rules and Regulations and the Agreement, in which case this Agreement shall apply. Reasonable rules and regulations, not in conflict with this Agreement, shall be formulated and implemented by the Sheriff as deemed necessary for the operation of the MCSO.

Section 2

The Sheriff shall have the right to promulgate any reasonable rule, policy or procedure not in conflict with this agreement. The parties agree to meet to discuss any impact the changes would have on wages, hours and working conditions of bargaining unit employees.

ARTICLE 8
DUES DEDUCTION

Section 1

During the term of this Agreement the Sheriff will deduct the PBA dues and other authorized deductions in an amount established by the PBA and certified in writing by the PBA to the Sheriff, from employee's pay for those employees who individually make such request on the deduction form provided by the PBA. Such deductions will be made by the Sheriff when other payroll deductions are made and will begin with the pay for the first full pay period following receipt of the authorization by the Sheriff.

Section 2

The PBA shall advise the Sheriff of any increase in dues or other authorized deductions in writing at least sixty (60) days prior to its effective date.

Section 3

This Article applies only to the deduction of membership dues and uniform assessments, if any, and shall not apply to the collection of any fines, penalties, or special assessments.

The Sheriff will not be required to process Dues Deductions Authorization Forms that are: (1) incorrectly and/or incompletely filled out; (2) Postdated; or (3) submitted to the Sheriff more than sixty (60) days following the date of the employee's signature.

Section 4

Deductions of dues and other authorized deductions shall be remitted exclusively to the Palm Beach County Police Benevolent Association by the Sheriff within thirty (30) days after the deductions are made, or as soon as practical thereafter, along with a list

containing the names of the employees from whom the remittance is made. A copy of the list shall be sent to the PBA.

Section 5

In the event an employee's salary earnings within any pay period are not sufficient to cover dues and any other authorized deductions, it will be the responsibility of the PBA to collect its dues for that pay period directly from the employee.

Section 6

Deductions for PBA dues and other authorized deductions shall continue until either; (1) revoked by the employee by providing the Sheriff and the PBA with thirty (30) days written notice that the employee is terminating the prior checkoff authorization; (2) revoked pursuant to Section 447.507 Florida Statutes; or (3) the termination of employment. Any dispute as to the amount of dues owing or deducted shall be solely between the PBA and the employee involved, and the union shall hold the Sheriff harmless from any liability arising from the deduction of any dues certified by the PBA.

ARTICLE 9

STRIKE PROHIBITION AND WORK REQUIREMENTS

Section 1

The PBA will not, under any circumstances or for any reason, call, encourage, authorize, ratify or engage in any strike, slowdown, concerted abuse of sick leave, unauthorized picketing, or other interruption of work of any kind against MCSO. The PBA will also not engage in such activities in sympathy for or in support of any other employees or the PBA. The PBA shall be responsible for any act alleged to constitute a breach of this Article if the PBA or any of its authorized officers instigated, authorized, condoned, sanctioned or ratified such action. "Unauthorized picketing", as used herein, shall mean any action which has the effect of preventing employees from reporting to or continuing work.

Section 2

The bargaining unit employees will not, under any circumstances or for any reason, call or encourage any strike, slowdown, concerted abuse of sick leave, unauthorized picketing or any other interruption of work. The bargaining unit employees will not engage in such activities in sympathy for or in support of any other employees or the PBA.

Section 3

Any alleged violation of this Article shall be resolved in a court of competent jurisdiction and shall not be subject to the grievance and arbitration procedure under this contract.

ARTICLE 10

LAYOFFS

Section 1

In the event of a reduction in force, the Sheriff will consider a number of relevant factors in determining selections for layoff, the public interest being of prime importance.

Factors to be considered:

1. Seniority, as defined in Article 31.
2. Special Training / Certifications
3. Employee's performance and/or disciplinary record for the past two (2) years.

As between two employees, if two and three above are relatively equal, then seniority shall prevail.

Section 2

Individual bargaining unit employees will be recalled in reverse order, within their job classification. No new bargaining unit employees will be hired by the Sheriff unless laid off members of the bargaining unit are offered recall, within their job classification. This recall procedure will be effective for a period of thirteen (13) months from the date of their layoff. All individuals recalled may be subject to pre-employment testing in accordance with Human Resources personnel processing procedures.

ARTICLE 11

GENERAL PROVISION

Section 1

The filling of vacant positions should be used to provide career mobility for employees and should be based on the relative merit and fitness of the applicants. The Sheriff shall fill a vacant position with the applicant who, in his judgment, is most qualified and best fits the needs of the Sheriff to perform the duties as described in the class specification, position description, and other documents describing the position. The Sheriff will promulgate testing and selection criteria after consulting with the Union and receiving its input.

Section 2

Anytime the Sheriff has the right to take an action or an obligation to do so, the Sheriff may utilize a designee. While the Sheriff is referred to in many Articles, nothing in this Agreement shall be constructed to imply that an employee should or can violate the established chain of command.

Section 3

The assignment or reassignment of an employee on a temporary or permanent basis shall remain the prerogative of the Sheriff and the exercise of this right is not subject to the provisions of Article 4. With respect to temporary assignments (21 working days or less) the Sheriff will give as much notice as possible. With respect to permanent reassignments, the Sheriff shall give at least ten (10) working days' notice unless the parties agree to lesser notice. Schedules shall not be modified in any given work week for the purpose of avoiding overtime or premium rates of pay.

Section 4

Where his, he or him is used herein, it is for convenience and not reflective of gender.

Section 5

Any and all Memorandum of Understanding executed prior to the ratification of this Agreement shall be deemed null and void.

ARTICLE 12

VACANT

ARTICLE 13

CONFLICTS OF INTEREST AND OUTSIDE ACTIVITY

Section 1

Any employee who is performing employment outside of MCSO shall notify the Sheriff of such employment.

Section 2

If an employee anticipates accepting employment outside of MCSO, the employee shall notify the Sheriff of such outside employment prior to the date of employment and verify that such employment does not conflict with the employee's employment with the Sheriff or with applicable laws or rules. Should such conflict(s) exist, the outside employment shall not be approved.

Section 3

The Sheriff may make reasonable inquiries of the employee to ensure that the employee's employment outside of MCSO does not constitute a conflict of interest or interfere with the employee's primary duties.

Section 4

Employees are not permitted to wear their uniform and/or use MCSO property during outside employment or any other non-agency related purpose unless they have received prior approval from the Sheriff or designee.

ARTICLE 14
COURT APPEARANCES

Section 1

Any bargaining unit member who is required to appear as a witness in court, court-related or other legal or administrative proceedings as a result of their employment with MCSO shall be entitled to the following:

- A. Regular pay if called to testify during regularly scheduled work hours.
- B. Employees shall receive a minimum of three (3) hours, including travel time, if called to testify, give a deposition, appear in court, present a case to the State Attorney's Office, or any other official legal or administrative proceeding action, outside the bargaining unit member's regular hours of work. Time will be computed from 30 minutes prior to the appearance time or subpoena time.
- C. Any witness, mileage or other fees paid to the member will be turned over to the MCSO.

Section 2

A bargaining unit member subpoenaed to appear as a witness in a case involving their prior employment with a law enforcement agency will be allowed time off with pay for this purpose if otherwise scheduled to work.

Adequate prior notice must be provided by the bargaining unit member. If a MCSO vehicle is approved and utilized, any witness, mileage or other fees paid to the member will be turned over to the MCSO.

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 affairs will be at the bargaining unit member's own expense (vacation or approved unpaid leave). Adequate prior notice must be provided by the bargaining unit member to his/her command.

ARTICLE 15

UNIFORMS AND EQUIPMENT

Section 1

All members of the bargaining unit shall be issued uniforms and equipment pursuant to their job classification. Fleet maintenance personnel will be provided with uniforms through a contracted cleaning service.

Consistent with MCSO Policy and Procedure Manual, employees may request replacement of such uniforms as needed, requests for replacement of uniforms shall be honored in a timely fashion and not unreasonably denied.

Section 2

Bargaining unit members who are assigned to Fleet Maintenance, Animal Control, Crime Scene Technician, Civilian Service Aide, School Crossing Guard or Corrections Food Service will receive a \$125.00 shoe allowance on their anniversary date.

ARTICLE 16

REPLACEMENT OF PERSONAL PROPERTY

Section 1

An employee, while on duty and acting within the scope of employment, who suffers damage or destruction of the employee's watch, prescription eye wear, sunglasses or such other items of personal property as have been given prior approval by the Sheriff as being required by the employee to adequately perform the duties of the position, will be reimbursed or have such property repaired or replaced as provided herein. A written report must be filed detailing the circumstances under which such property was damaged or destroyed.

Section 2

Specific Reimbursement Allowances and Approvals.

- A. Upon proper documentation by the employee of the amount expended, the Sheriff shall authorize reimbursement for repair or replacement of such property, not to exceed the following amounts:
 - 1. Watch - \$75;
 - 2. Prescription eye wear - \$200 (including any required examination);
 - 3. Other items - The Sheriff shall have a final authority to determine the reimbursement value of any items other than watches or prescription eye wear.
- B. Such reimbursement shall be with the approval of the Sheriff. Approval shall not be unreasonably withheld.

ARTICLE 17

TOTALITY OF AGREEMENT

Section 1

The Sheriff and the PBA acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to present proposals with respect to any and all matters lawfully subject to collective bargaining, and that all of the understandings and agreements arrived at by the Sheriff and the PBA thereby are set forth in this Agreement between the parties for its duration.

Section 2

The Sheriff and the PBA, during the term of this Agreement, voluntarily and unqualifiedly waive the right, and agree that the other shall not be obligated, to bargain collectively with respect to any subject or matter whether or not referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement. However, the Sheriff agrees to meet with the PBA on substantive issues with reasonable notice.

Section 3

Modifications. Nothing herein shall preclude the Sheriff or the PBA from mutually agreeing to alter, amend, supplement, delete, enlarge, or modify any of the provisions of this Agreement in writing.

ARTICLE 18

SAVINGS CLAUSE

If any provision of this Agreement should be rendered or declared invalid, unlawful, or not enforceable by any court action or by reason of any existing or subsequently enacted legislation; or if the appropriate governmental body having amendatory power to change a law, rule, or regulation which is in conflict with a provision of this Agreement, fails to enact or adopt an enabling amendment to make the provision effective, in accordance with Section 447.309(3), Florida Statutes; then such provision shall not be applicable, performed, or enforced, but the remaining parts or portions of this Agreement shall remain in full force and effect for the term of this Agreement. The parties however, will meet to discuss the subject matter involved in any invalid provision.

ARTICLE 19
ANNUAL LEAVE

Section 1

During the term of this Agreement the following Annual Leave shall be granted to all full-time bargaining unit members based upon their years of continuous full-time service with the Sheriff as follows;

Years of Service	Hours of Annual leave Accrued Monthly
0 - 5 years	6.66 hours
5 + years	10.00 hours
10 + years	10.67 hours
11 + years	11.33 hours
12 + years	12.00 hours
13 + years	12.66 hours
14 + years	13.33 hours
15 + years	13.33 hours
16 + years	14.00 hours
17 + years	14.67 hours
18 + years	15.33 hours
19 + years	16.00 hours
20 + years	16.67 hours

- A. The employees' paychecks shall reflect the current annual leave balances as of last payroll cut-off date.
- B. Employees will be eligible to use annual leave after six (6) months of employment.
- C. Any employee who has sustained an injury in the line of duty and who has time previously scheduled which falls within the period of disability shall be entitled to reschedule the vacation time after returning to duty. It is the intent of the parties that any previously scheduled vacation time falling within a period of disability

incurred in the line of duty shall not be forfeited or otherwise expended due to the unforeseeable circumstance of the injury.

- D. Members will schedule their vacations and time off with their supervisors as far in advance as possible. (In cases of a scheduling conflict between two or more members, their respective seniority, discipline and attendance will be taken into consideration by the supervisor responsible for resolving the conflict). All annual leave must be approved by the Sheriff and/or his designee.
- E. Dispatchers shall schedule annual leave and holidays (as defined in Article 25) as follows. All requests for annual leave and holidays shall be submitted to the employee's shift supervisor for approval no more than ninety (90) calendar days in advance. If two (2) or more employees request the same date(s) off, the conflict shall be resolved on the basis of the request received first. If the requests are received on the same day the conflict shall be resolved on the basis of seniority. Dispatchers may not request the same holidays off two (2) years in a row unless receiving prior written approval from all of the other dispatchers on the employee's shift. Such approval shall be submitted along with the request.

Section 2

Supervisors may allow members off for annual leave as long as the manpower standards, as determined by the Division Commander, are maintained.

Section 3

Members shall be able to maintain a maximum of twenty four (24) months worth of accrued annual leave at their current yearly rate.

ARTICLE 20

PBA REPRESENTATIVE AND UNION BUSINESS

Section 1

The Sheriff recognizes the right of the PBA to designate PBA representatives as it deems appropriate.

Section 2

The Sheriff and the PBA agree that it is in the best interest of all parties to expedite whenever possible the resolution of grievances, internal investigations, and contractual issues. In order to accomplish this goal, the Sheriff and the PBA will work together and meet periodically to address issues of mutual concern. Such meetings shall not interfere with MCSO operations or service provided to the community. On duty PBA members shall not participate in political activity or attend PBA meetings.

Section 3

The Sheriff agrees to establish a PBA Time Pool. Each PBA member shall contribute two (2) hours of their annual leave/compensatory time to the PBA Time Pool on an annual basis upon request from the PBA or lead representative. These contributions will be deducted from the member's accrued leave and reflected on the October pay check. Donated PBA members' time will be carried over from year to year. The MCSO Financial Services Section bi-annually shall provide the PBA or lead representative with the current balance of hours in the PBA Time Pool.

Section 4

Hours from the PBA Time Pool may be utilized by the PBA representative to attend PBA meetings, PBA approved training classes, arbitrations, or other union related

business. PBA members may be authorized to use hours from the PBA Time Pool upon authorization from the PBA lead representative. PBA representatives complete their standard MCSO Notice of Time Earned/Used Form via the timecard system to request use of hours from the PBA Time Pool. The request will be submitted to the member's supervisor who will use the same guidelines as used for annual leave.

Section 5

The PBA shall provide MCSO a current listing of designated representatives including lead representatives who are authorized to approve time pool usage. Any time there is a change in the designated representative(s) the PBA shall notify the Sheriff within ten (10) calendar days.

Section 6

The Sheriff shall provide the PBA a notification of all Sheriff's Office new hires via a personnel update e-mail.

ARTICLE 21

BULLETIN BOARDS

Section 1

The Sheriff shall provide dedicated bulletin board space located within the Headquarters Building, Sub-Stations, Divisions, and off-site locations for the PBA to post notices related to official PBA business. The location of these bulletin boards shall be in areas commonly used to post information for personnel, and easily accessible to the membership.

Section 2

These bulletin boards shall be used for posting authorized Union notices, but restricted to the following:

- A. Notices of Union recreational and social affairs.
- B. Notices of Union elections and results of such elections.
- C. Notices of Union appointments and other official Union business.
- D. Notices of Union meetings.

Copies of all notices to be posted on the bulletin board shall be signed and dated by authorized PBA representative(s). Materials posted on these bulletin boards shall not contain anything which violates or has the effect of violating any law, rule, regulation, defamatory, or political and is subject to removal by the Sheriff.

ARTICLE 22

SICK LEAVE

Section 1

Bargaining unit members shall accrue sick leave at the rate of eight (8) hours monthly. There shall be no limit as to the amount of sick leave that members can accrue. Sick leave shall accumulate during absences because of illness, injury (including workers compensation), military leave, educational leave and annual leave. Employees utilizing the sick leave pool or who are on unpaid leave of absence do not accrue sick leave.

Section 2

Sick leave may be used at any time by a member when they are unable to report for duty by reason of personal illness, family illness (immediate family), medical treatment or disability. Immediate family is defined as spouse, children, mother, father, brother, sister, grandparents, father-in-law, and mother-in-law or other family as authorized by the Sheriff.

The minimum period of absence to be charged to sick leave will be one (1) hour. In the event that a holiday occurred while a member, who does not work a rotating schedule, is on sick leave, the member will not be charged sick leave for that day, provided the member was scheduled to be off.

Members working rotating schedules who are on sick leave during a holiday will be charged sick leave for that day, and will receive compensation for the holiday. A member on annual leave, who requires hospitalization due to a sickness or injury, may change such period to sick leave.

Section 3

Members shall follow procedures established by the Sheriff for notification and documentation of the use of sick leave.

Section 4 (Sick Leave Incentive)

As an incentive members who have been employed by the MCSO for two (2) consecutive years may convert a portion of their sick leave into sick leave incentive time as provided in the following chart:

Hours of Accumulated Sick Time	Maximum Amount Allowed to Convert
120 - 239 hours	8 hours
240 - 359 hours	16 hours
360 - 479 hours	24 hours
480 - 599 hours	32 hours
600 - 719 hours	40 hours
720 - 839 hours	48 hours
840 - 959 hours	56 hours
960 - 1079 hours	64 hours
1080 - 1199 hours	72 hours
Over 1200 hours	80 maximum hours

The MCSO Finance Unit shall notify each member immediately after their anniversary date of any hours they are eligible to convert. The member shall have the option of not converting any hours, or converting some or all of their allowed amount in any combination (in 1 hour increments) to sick leave incentive time. If the member chooses sick leave incentive time, the amount chosen shall be transferred to and shown on their sick leave incentive time leave balance, and may be used as annual leave in accordance with Article 18 of this Agreement. The maximum balance for sick leave

incentive time will be eighty (80) hours.

The Sheriff shall have the right to buy back accrued sick leave incentive time of bargaining unit members at any time mutually agreeable to the parties.

Section 5

Upon retirement or resignation in good standing, bargaining unit members shall be reimbursed for unused sick leave at the member's current rate of pay at separation according to the following schedule:

Years of Continuous Service	Payout
5 – 24	25% of their accrued sick leave up to a maximum of 480 hours.
25 or greater	50% of their accrued sick leave up to a maximum of 480 hours.

ARTICLE 23

TAKE HOME VEHICLES

Section 1

All bargaining unit members who live in Martin County, St Lucie County or within fifteen miles of the land area from the Martin County line are eligible for take home vehicles based on their job assignments and vehicle availability.

Section 2

The Sheriff shall establish rules and procedures for the use and assignment of vehicles. The Sheriff may retrieve a vehicle from any employee who is out of work due to a worker's compensation injury, sick leave or vacation.

Section 3

The Sheriff shall have the right to temporarily deny any bargaining unit member a vehicle as a result of improper use or care of the vehicle, violation of MCSO policy related to a traffic incident or while the member is under investigation or relieved of duty for an offense which may result in suspension, arrest, decertification and/or termination. Further, the bargaining unit member may not use MCSO vehicles for outside (off-duty) employment. The Sheriff retains the discretion to suspend this provision in the event of exigent circumstances.

Section 4

Bargaining unit members who are assigned a take home vehicle shall be required to pay a monthly fuel surcharge. The following chart will be used to determine the fuel surcharge to be assessed to each employee who has a take home vehicle. These costs will be paid through payroll deductions.

Driving Distance

Surcharge

Within Martin County	\$0 per pay period
0-5 miles driving distance (outside Martin County)	\$20 per pay period
6-10 miles driving distance (outside Martin County)	\$30 per pay period
11 - 15 miles driving distance (outside Martin County)	\$40 per pay period

For bargaining unit members who reside outside of Martin County, the fuel surcharge shall be calculated based on the “shortest distance” total driving mileage between the employee’s place of residence and the Martin County line. These two points shall be rounded down to the closest whole number. Bargaining unit members assigned take home vehicles shall be responsible for submitting a take home vehicle form to the Sheriff’s Office identifying the address of his or her residence, which shall list the calculated mileage. This form shall be updated and submitted to Human Resources anytime there is a change of address. The take home vehicle fuel surcharge shall be deducted from each bargaining unit member’s monthly paycheck.

Section 5

Bargaining unit members who do not wish to participate in the take home vehicle program may decline a take home vehicle.

Section 6

Bargaining unit members assigned to a specialty unit may take home their vehicle, during their on-call period. However, members must reside in Martin County, St. Lucie County or within 15 miles of the Martin County line.

ARTICLE 24

INSURANCE

Section 1

Medical insurance is available to all full-time employees and their families. The Sheriff will pay a minimum of seventy-five percent (75%) of the cost of either single or dependent medical and dental coverage and the employee will pay the remaining percentage due.

Section 2

Part-time School Crossing Guards hired on or after October 1, 2008, will not be entitled to enroll in the Sheriff's health insurance plan.

Part-time School Crossing Guards hired prior to October 1, 2008, will be entitled to continue in the Sheriff's health insurance plan. The Sheriff will provide a supplement for those part-time School Crossing Guards who are scheduled to work a minimum of two (2) hours each school day as reflected in the School Board calendar. In addition, part-time School Crossing Guards must work a minimum of seventy-five percent (75%) of their regularly scheduled hours in a pay period to receive the supplement. In the event of an illness or incapacity of a School Crossing Guard that prevents them from meeting the work requirement of seventy-five (75%) of their regularly scheduled hours, the employees shall have the option of paying the full premium. For those part-time School Crossing Guards who meet the above criteria, the Sheriff will provide a supplement equivalent to a minimum of seventy-five percent (75%) of the medical and dental premium cost, for either single or family coverage, and the employee will pay the remaining percentage due.

Section 3

No less often than once each year, during the annual insurance renewal period, the Sheriff shall provide for an open enrollment period.

Section 4

Bargaining unit members who are in good standing upon their retirement, may receive certain benefits. Currently, upon retirement, bargaining unit members will be asked if they wish to continue with their health, dental, vision and life insurance. This will be the retiree's only opportunity to accept continuing with these insurance benefits. The cost of the retiree's monthly health insurance premiums is based in part on the hiring date of the retiree, and the years of creditable, continuous service with the MCSO.

In determining the costs of the retiree's monthly health insurance premium, the following applies:

(A) Bargaining unit members hired prior to January 1, 2001, and who have completed ten or more years of creditable, continuous service with MCSO will receive the benefit of the agency covering 75% of their insurance costs and the employee covering 25% of their insurance costs if they elect to continue their health insurance with this agency.

(B) Bargaining unit members hired from January 1, 2001 to May 31, 2007, who wish to continue their health insurance benefits upon their retirement shall receive coverage's based on the following sliding scale:

Less than 10 years of Service with MCSO – Employee will pay 100% of insurance costs

10 Years of Service with MCSO – Agency will pay 60% insurance costs employee will pay 40%

15 Years of Service with MCSO – Agency will pay 65% insurance costs employee will pay 35%

20 Years of Service with MCSO – Agency will pay 70% insurance costs employee will pay 30%

25 Years of Service with MCSO – Agency will pay 75% insurance costs employee will pay 25%

(C) For those bargaining unit members hired on or after June 1, 2007, who wish to continue their health benefits upon retirement, the MCSO will contribute to the cost of insurance only for those bargaining unit members who have worked for the MCSO for ten (10) continuous years and be at least 55 years of age, or have worked for a Florida Retirement System (FRS) Employer for at least twenty-five (25) years, including ten (10) continuous years with the MCSO, regardless of age. For those employees, sliding scale reflected in (B) above shall apply.

(D) For those bargaining unit members hired on or after January 1, 2010, the following sliding scale will apply:

20 Years of Service with MCSO – Agency will pay 70% insurance costs employee will pay 30%

25 Years of Service with MCSO – Agency will pay 75% insurance costs employee will pay 25%

In all of the above cases, the retired employee must be receiving retirement benefits from the FRS in order to participate in the program. The Defined Contribution Option, as well as any other future retirement options made available by FRS, shall fulfill the eligibility requirements of this provision.

(E) Full-time bargaining unit members hired on or after April 1, 2011, who wish to continue their health insurance benefits upon their retirement, shall be responsible for 100% of their insurance costs.

ARTICLE 25

CALL OUT

When off duty employees are called out to work, they will be guaranteed a minimum of two hours' pay. Time is calculated from the time the employee reports in by radio or phone responding to the call.

ARTICLE 26

HOLIDAYS

Section 1

During the term of this Agreement, the Sheriff recognized the following ten (10) paid holidays and two (2) personal days off:

Holidays:

New Year's Day

Martin Luther King, Jr. Day

Memorial Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving

Day After Thanksgiving

Christmas Eve

Christmas Day

Two (2) Personal Days

Section 2

Bargaining unit members scheduled to work and who are directed to work on a designated holiday shall be paid at the bargaining unit member's regular rate of pay for all hours worked on the holiday and shall receive holiday pay at the regular rate of pay. Notwithstanding the varying work schedules established herein, all holiday pay shall be effected upon the basis of an eight (8) hour "day".

Section 3

Bargaining unit members not normally scheduled to work, but who work on a designated holiday, shall receive the bargaining unit member's regular rate of pay for all hours worked on the holiday, plus an eight (8) hour "day", at the regular rate of pay, notwithstanding the varying work schedules established.

Section 4

When a holiday falls on a bargaining unit member's regularly scheduled day off, he/she shall receive an eight (8) hour "day" at the regular rate of pay, notwithstanding the varying work schedules established.

Section 5

A holiday will be considered hours worked. Example #1: Evidence Technician A and Evidence Technician B are off for the Christmas holiday. Evidence Technician A is on call and is called out to process evidence. He determines that another person is needed and Evidence Technician B is activated, but was not on-call. Evidence Technician A works three hours and Evidence Technician B works two hours. For over-time purposes, both bargaining unit members' time worked shall be reported at the time and a half rate (assuming he worked all other scheduled hours in the work week). Example #2: Monday is Martin Luther King, Jr. day, and is a designated holiday. Evidence Technician A is off for the holiday. On Wednesday, Evidence Technician A is on call, and is called out for two hours. Evidence Technician A's time would be reported at the time and a half rate (if he worked all other scheduled hours in the work week).

Section 6

Bargaining unit members shall receive two (2) Personal Days, which will be based

upon an eight (8) hour “day”, notwithstanding the varying work schedules established, during each fiscal year of this Agreement. The member may submit pursuant to MCSO procedures a request to take the day off and still receive his/her normal rate of pay for the day.

ARTICLE 27

WAGES

Section 1

Effective October 1, 2024 and continuing thereafter through September 30, 2025, the pay Matrix identified as exhibits 1 and 2, attached as Appendix A to this Agreement, which reflects a 3% COLA, shall apply. The pay Matrix identified as exhibit 3, attached as Appendix A, which reflects a 3% COLA, shall apply to bargaining unit members assigned to the 911 Communications Unit and Crime Analysts that are also certified dispatchers assigned to the Real Time Crime Center.

Section 2

- A. During each year of this contract, on their anniversary date, bargaining unit members will advance to the next level identified in the Step Pay Plan.
- B. Example: On his/her anniversary date, a Grade 4, Step 3 bargaining unit member shall move to a Grade 4, Step 4 of their respective pay plan.
- C. Bargaining unit members, who are on probationary status, will not be advanced from their salary level to the next higher level of their respective pay plan, until they have received a satisfactory Summary Evaluation and have obtained a non-probationary status.

Section 3

On the conclusion of this contract (September 30, 2025) a formal negotiation between the parties will be held in a reasonable time prior to submission of the proposed MCSO budget to the Board of County Commissioners. Negotiations may be delayed due to emergencies, natural disasters, or extenuating circumstances.

Section 4

Acting Supervisory Assignment shall be established as follows:

- A. The Division Commander will submit a memorandum via chain-of-command to the Sheriff or designee for approval, prior to the start of an acting assignment in a supervisory position.
- B. A full-time bargaining unit member, while assigned in an acting capacity in a higher classification for a full fourteen (14) day period, will receive an additional five (5) percent of their base pay during that period, as acting assignment pay.
- C. The acting assignment shall not exceed ninety (90) days.
- D. Upon termination of the acting assignment, the Division Commander will immediately notify the Human Resources Unit of the ending date of the acting assignment.
- E. If the bargaining unit member is permanently promoted to the Acting Assignment, time spent in that position will count toward their probationary period.

Section 5

All bargaining unit members who have completed the years of service indicated below will be entitled to the lump sum longevity incentive reflected:

Years of Continuous Service	Annual Monetary Award
10+	\$1,500.00
20+	\$3,000.00

All incentives will be paid based on continuous full-time years of service with the MCSO. Incentive payments will begin on the employee's tenth (10th) anniversary and will be paid thereafter upon the completion of subsequent anniversary dates. Continuous service shall accumulate during paid FMLA leave, paid sick leave, workers' compensation leave, annual leave and military leave.

Section 6

A. A Communications Training Officer (CTO) shall be established to ensure proper training for all newly hired Dispatchers.

a. Minimum Qualifications – Completion of full-time Dispatcher service, at least one (1) year of which is with the Martin County Sheriff's Office.

i. Members must not have received disciplinary action as defined in Standard Operating Procedure 222.00 **within** 365 days from the date of position posting. Any disciplinary action received during the above specified time frame for traffic crashes involving Sheriff's Office vehicles will be reviewed and considered on a case-by-case basis.

- b. Removal – members shall be removed from the CTO position for any of the reasons listed below (Removal from the CTO position shall not be subject to appeal under the Grievance and Arbitration Provisions of Article 4):
- i. The member is not re-appointed prior to the completion of the three (3) year appointment period.
 - ii. Transfer to a job classification or assignment where there are no open or authorized CTO positions available.
 - iii. Transfer to a job classification or assignment where the member has minimal experience and cannot be utilized in a CTO capacity.
 - iv. The member receives a promotion.
 - v. The member's performance is deemed to be substandard as documented on an annual performance evaluation or memorandum summarizing issues and substandard performance.
 - vi. The member received Disciplinary Action (Removal based on Disciplinary Action will be considered on a case by case basis).
 - vii. The number of CTO positions is reduced due to budgetary constraints.
 - viii. Removal at the Sheriff's discretion.
- c. Compensation – Members appointed to the position of CTO by the Sheriff shall receive a six and one-half (6.5%) percent increase to their base

salary. Members removed from the position of CTO will not continue to receive the six and one-half (6.5%) percent increase.

- d. Based on operational necessity, an interim CTO may be authorized. Interim CTO assignments shall only be authorized for members who meet the criteria. For the duration of the interim CTO assignment, the member shall receive a five (5%) percent increase to their base salary.
- e. Allocation and Assignment of CTO positions – The Sheriff or his designee shall determine the number of CTO positions that are approved.

ARTICLE 28

WORKERS COMPENSATION / DUTY DISABILITY

Section 1

A member who sustains a job-connected injury/illness that is compensable under Workers Compensation law shall receive one hundred percent (100%) of his/her pay, based on the preceding thirteen (13) week average take home pay, for a period not to exceed ninety (90) calendar days from the date of the injury without being required to use accrued leave credits.

Section 2

Bargaining unit members who sustain a serious on-duty injury as a result of the unlawful and intentional act or gross negligence of another may be eligible to receive a supplement equal to the difference between their Workers' Compensation benefit and their thirteen (13) week average take home pay, for up to an additional two hundred seventy five (275) calendar days after the initial ninety (90) day period. All questions regarding eligibility for the supplemental payment provided in this section shall be finally resolved in the sole discretion of the Sheriff without resort to the grievance and arbitration procedure.

Section 3

Workers' compensation time off from work shall be considered time worked for the purposes of calculating overtime, only during the work week that the job-connected on duty injury/illness actually occurred.

ARTICLE 29

POSITION POSTINGS

Section 1

The Sheriff shall post open bargaining unit positions internally for ten (10) work days (excluding holidays and weekends). The announcement of a vacant position will be posted by the Human Resources Unit. The announcement shall contain the following (as applicable):

- A. A description of the position(s) or job classification(s) for which vacancies exist.
- B. A description of eligibility criteria.
- C. A brief description of the process to be used in selecting personnel for the vacancies.

Subject to the process to be utilized for the posted position, candidates may be required to take a computer, written or practical skills test, applicable to the skills needed for the position. Candidates may be required to participate in an interview process, which will consist of a series of pre-determined questions.

After the ten (10) day posting period the Sheriff may elect to advertise open bargaining unit positions externally.

Whenever the determination is made to advertise an open bargaining unit position externally, internal candidates shall be notified and informed of their respective status in the process.

After completion of the selection process, a candidate may schedule a review of their individual performance through the Administrative Services Division Commander or

chosen designee.

Section 2

The Sheriff of Martin County will not unnecessarily delay the filling of a vacant job title within the PBA bargaining unit once a qualified member of the PBA bargaining unit has applied for the job.

ARTICLE 30

ON CALL

Section 1

Employees who are required to be on call, as determined by the division Director, for at least eight (8) consecutive hours within a twenty-four (24) hour period shall receive \$20.00 on call pay. The on call period may be from eight (8) to twenty-four (24) consecutive hours. Employees shall comply with Agency policies/guidelines for on call status, including being able to respond within thirty (30) minutes.

ARTICLE 31

SHIFT DIFFERENTIAL

Employees who work fifty percent (50%) or more of their assigned shift between the hours 2300 and 0500 hours shall receive a two (2) percent increase to base pay. If the employee's assigned shift changes so that it does not meet the criteria above, he/she shall relinquish the two percent shift differential. A temporary assignment of thirty (30) days or less will not affect shift differential.

ARTICLE 32

SENIORITY

Section 1

Seniority, as used herein, is defined as continuous time in classification, while employed by MCSO, which entitle members to certain considerations and preferences as provided for in this Agreement. Seniority shall accumulate during approved absence due to illness, injury, vacation leave and military leave. Bargaining unit members on other authorized leave shall maintain the seniority they had when their leave commenced. Any re-hired bargaining unit member hired under this section will be considered a new hire in regards to probationary and seniority purposes.

Bargaining unit members who terminate employment and are rehired within a one (1) year period, shall be returned to duty at the same pay grade they held prior to terminating employment.

Section 2

Bargaining unit members with the same classification date shall have their seniority determined by their date of application with MCSO. If the date of hire and application are the same for bargaining unit members, then seniority shall be determined by alphabetical order using the employees' last name as listed on their application.

Section 3

Seniority shall apply in the following matters:

- A. Layoffs shall be made in accordance with Article 10 of this Agreement. For purposes of layoffs, seniority is the total length of continuous civilian service in the MCSO computed from the date of last hire in a civilian

position. However, members who do not have seniority in their current classification may be subject to reassignment to another civilian position within the Sheriff's Office based on seniority.

B. Employees shall be recalled from lay off in accordance with Article 10 of this Agreement.

Section 4

If a bargaining unit member is denied a position based on operational needs, the bargaining unit member may appeal the decision to the Sheriff. The Sheriff's decision will be final and binding.

ARTICLE 33

DISCIPLINE

Section 1

The Parties recognize that the interests of the public who are served by MCSO and the job security of bargaining unit members depends upon the Sheriff's success in providing proper and efficient services. Towards this end, the Sheriff and the PBA encourage to the fullest degree, behavior which is positive and supportive of the goals of effective management and public safety. Accordingly, the Parties recognize the need for progressive and appropriate discipline when an employee's conduct and job performance are determined to be inconsistent with said goals.

Section 2

The Sheriff agrees that no bargaining unit member shall be disciplined except for just cause. Progressive, consistent, and appropriate discipline will be administered according to the seriousness of the offense. The following levels of disciplinary action may be utilized and, depending upon the severity of the offense, the first action may be at any level, including dismissal:

- A. Written Reprimand
- B. Suspension Without Pay
- C. Demotion
- D. Dismissal

Section 3

- A. A pre-determination meeting shall be made available to any non-probationary member who has received notice of proposed disciplinary action.

Such pre-determination meeting shall be held prior to the imposition of discipline. The purpose of the pre-determination meeting is to afford the member the opportunity to address the findings in the investigative report with the agency prior to the imposition of disciplinary action.

- B. Any member who received a Notice of Final Disciplinary Action has the right to supplement his/her personnel file with a written response or documentation when discipline results in adverse information being submitted to his/her personnel file.

Section 4

- A. Discipline resulting in a suspension of three working days or less within a calendar year cannot be grieved under Article 4 or appealed under the Career Service Law, 9.2. The reference to 9.2.1 (A) to a calendar year is understood and agreed to mean twelve (12) months.
- B. Discipline resulting in a suspension of more than three working days within a calendar year is grievable under Article 4 of this Agreement or under Career Service Law, 9.2. The reference to 9.2.1 (A) to a calendar year is understood and agreed to mean twelve (12) months. Employees may avail themselves of only one (1) of these forums, and once an option is chosen the other procedure shall be foreclosed to them.
- C. Discipline involving termination can be advanced to arbitration under Article 4. The terminated employee may elect the grievance procedure under Article 4 of this Agreement or Career Service Law 9.2. Employees electing to grieve under Article 4 shall proceed directly to Step 4. Employees may avail

themselves of only one (1) of these forums, and once an option is chosen the other procedure shall be foreclosed to them.

Section 5

Appeals heard before the five (5) member board shall be in accordance with 9.2.2 and 9.2.3 of the Career Service Law except that the burden of proof shall be on the Sheriff.

ARTICLE 34

SUBCONTRACTING

A joint committee comprised of up to (4) representatives appointed by the PBA and up to (4) representatives appointed by the Sheriff will be established to discuss bargaining issues regarding subcontracting.

ARTICLE 35

DURATION

Section 1

This Agreement shall become effective the upon ratification by the bargaining unit members and the Sheriff, and shall remain in full force and effect through September 30, 2025 and will continue thereafter in full force and effect from year to year or not less than sixty (60) days prior to the termination date above or any anniversary thereof, either party gives notice in writing to the other of its desire to amend, add to, or terminate this Agreement.


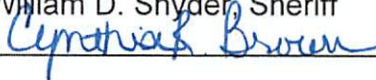
Section 2

The parties recognize that during the term of the Agreement situations may arise which require that terms and conditions set forth in the Agreement must be clarified or amended. Under such circumstances, the Union is specifically authorized by bargaining unit members to enter into the settlement of grievance disputes or memorandums of understanding that clarifies or amends this Agreement, without having to be ratified by bargaining unit members.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representative have set their hands and seals this 17th day of June, 2024.


Witness as to the Sheriff's
Negotiation Committee

MARTIN COUNTY SHERIFF'S OFFICE

By: 
William D. Snyder, Sheriff
Attest: 

Witness as to the Union
Negotiation Committee

PALM BEACH COUNTY PBA, INC.

By: 
John Kazanjian, President
Attest: 