

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
PALM BEACH COUNTY SHERIFF'S OFFICE
AND
PALM BEACH COUNTY
POLICE BENEVOLENT ASSOCIATION
LAW ENFORCEMENT
AGREEMENT
OCTOBER 1, 2006 THROUGH SEPTEMBER 30, 2009

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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**

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 #1417 and #1416, 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:

All full-time certified and sworn law enforcement officers below the rank of Sergeant, and all full-time certified and sworn law enforcement officers in the ranks of Sergeant and Lieutenant.

EXCLUDED:

All other appointees or employees, including appointees or employees of the Corrections Division, and all managerial or confidential appointees or employees.

**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 in the basis of age, race, creed, color, national origin, sex, handicap/disability, marital status 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 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 January. 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 seventy-two (72) hours prior to the time the employee is requesting to use the time pool bank. Submission made with less than seventy-two (72) hours notice may be granted at the discretion of the Sheriff or his designee. In emergency situations or when officers are involved in use of deadly force, 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 regular law enforcement duties upon the approval of the Sheriff.

PBSO shall provide a print-out 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.

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 DISCIPLINE

Sections 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.

Transfers between bargaining units shall not be used as a form of discipline.

ARTICLE 9 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, 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 within a one (1) year period, shall be returned to duty at the same pay grade they held prior to terminating employment. However, any bargaining unit member of the rank of Sergeant or Lieutenant who terminates employment and is rehired within a one (1) year period shall be rehired at the highest deputy sheriff pay-grade for which they could qualify.

Seniority of sworn personnel who transfer between bargaining units shall govern vacation bids, only.

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:

1. Vacation for each calendar year. Selections will be made in rounds, and employees shall select one (1) vacation period consisting of contiguous days each round.
2. Whenever feasible, seniority shall govern in filling shift vacancies.
3. Whenever feasible, 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.

4. Whenever feasible, seniority shall govern the assignment of days off during each shift change or change in assignment.
5. Lay offs shall be made in reverse order of seniority.
6. 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.

For members assigned to specialized units, shift and days off shall be determined by unit seniority; which shall be based upon continuous time within that specialized unit.

Section 5.

Bargaining unit members who became employees of PBSO pursuant to law enforcement service agreements, who are presently assigned to those service areas, shall remain in their respective service area for two (2) years or otherwise at the discretion of the Sheriff, in order to keep their classification unless otherwise set forth in said law enforcement service agreements. However, no such bargaining unit member shall remain in their respective area for more than two (2) years, without having the ability to transfer to other divisions, areas, units or squads of PBSO. If said bargaining unit member requests to be assigned outside of the contract service area, he or she shall be reclassified as an entry level deputy sheriff; however, said entry level status shall be without the initial probationary period.

**ARTICLE 10
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, involved in a discharge of his/her firearm, 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 11
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.

<u>Years of Service</u>	<u>Hours of Longevity Leave</u>	<u>Years of Service</u>	<u>Hours of Longevity Leave</u>
5	8 Hours	15	56 Hours
6	16 Hours	20	64 Hours
7	24 Hours	25	72 Hours
8	32 Hours	30	80 Hours
9	40 Hours	35	88 Hours
10	48 Hours	40	96 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 two hundred and eighty (280) hours in the first year of this Agreement, three hundred (300) hours in the second year of this

Agreement and three hundred and twenty (320) hours in the third year of this Agreement and is payable upon separation of employment, unless at the time of separation of employment, the unit member's FRS benefits have been forfeited or their certification has been revoked. If there is an investigation or charges pending at the time of separation which could result in either forfeiture of the unit member's FRS benefits or revocation of certification, payout of annual leave shall be suspended until a final determination is made as to the status of FRS benefits and certification.. Employees who have completed twenty (20) years of service may accrue additional annual leave up to a maximum of five hundred (500) hours.

Section 4.

Any bargaining unit member who has sustained an injury in the line of duty 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 in the line of duty shall not be forfeited or otherwise expended due to the unforeseeable circumstance of the injury.

Section 5.

By January 31st of each year, all hours in excess of the maximum allowable accrued annual leave, shall be contributed to the Union Time Pool, unless the unit member received prior approval by the Sheriff to carryover excess hours.

**ARTICLE 12
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.

Upon retirement or resignation in good standing, 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
Greater than 25	100% up to 1200

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.

**ARTICLE 13
MILITARY**

The PBSO will apply the Military Leave Policy as stated in the PBSO General Orders.

ARTICLE 14 HOLIDAYS

Section 1.

During the term of this Agreement, the PBSO recognizes the following twelve (12) 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, One (1) Floating Holiday 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 120 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 or their certification has been revoked. If there is an investigation or charges pending at the time of separation which could result in either forfeiture of the unit member's FRS benefits or revocation of certification, payout of annual leave shall be suspended until a final determination is made as to the status of FRS benefits and certification.

Section 5.

Holiday time above 56 hours shall be paid out to employees on the last pay period in October of the first year of this Agreement; 60 hours in the second year of this Agreement and 64 hours in the third year of this Agreement.

Section 6.

On the pay period ending nearest January 31st of the first year of this Agreement, the PBSO shall contribute an amount equal to two (2) hours of holiday time per bargaining unit position to the Union Time Pool; three (3) hours in the second year of this Agreement and four (4) hours in the third year of this Agreement.

**ARTICLE 15
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, appear in court, or present a case to the State Attorney's Office 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 16
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 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 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 17
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 18
ASSIGNMENT PAY**

Section 1.

Deputy Sheriffs and Sergeants who complete the certification process as Field Training Officers (FTO's) and who are assigned active FTO responsibilities by their respective command will receive the following assignment pay calculated in accordance with current pay grade and step :

First year..... 5%
Third year additional 5%

Section 2.

Non-supervisory bargaining unit members assigned to Palm Beach International Airport shall receive a five percent (5%) increase to their base salary.

Section 3.

Deputy Sheriffs in the following specialty assignments shall have their base salary increased by five percent (5%) upon entering service in these assignments:

- Trainer (Training Bureau)
- Accident Investigator
- Agent
- Detective
- Investigator
- SWAT
- Motor
- K-9
- Marine Unit
- Bargaining Unit Members assigned to Internal Affairs

Section 4.

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

Section 5.

Emergency Field force members shall receive five (5%) above his/her base hourly pay for all hours worked, while activated by the Sheriff or designee and deployed for field force purposes. Bargaining unit members are not eligible for this supplement while training for field force purposes.

The maximum amount of assignment pay any bargaining unit member may receive is fifteen percent (15%).

ARTICLE 19
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 20
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.

Feb 8/5/04
~~Effective January 1, 2006,~~ 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 line of duty or who suffers a catastrophic injury (as defined in Section 440.02(38), Florida Statutes (2002)) in the line of duty, 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 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 21
UNIFORMS AND EQUIPMENT**

Section 1.

Uniforms and equipment shall be subject to Standard Operating Procedure #550.00, 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 Administrative Procedure 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 is limited to lens replacement and \$200.00 per frame (not including tinting and service agreements).

**ARTICLE 22
TAKE HOME VEHICLES**

Section 1.

Assigned vehicles shall ordinarily be authorized for law enforcement deputy sheriffs and employees where a take home vehicle would be appropriate based on the employees' job function. Such assignments will usually be made following completion of their Field Training.

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 shall pay a fuel charge through payroll deduction of twenty-two dollars and fifty cents (\$22.50) per pay period.

Section 4.

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

**ARTICLE 23
TUITION REIMBURSEMENT**

Section 1.

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

Section 2.

Education reimbursement shall be made only for job-related classes and/or courses taken at an accredited junior college, community college, college or university within the State of Florida that are part of a program resulting in a two-year, four-year or master's degree. Tuition reimbursement is one thousand five hundred (\$1,500) per employee, per fiscal year.

Upon completion of any course approved by the Sheriff or his or her designee, unit members shall be reimbursed one hundred (100%) percent of the tuition costs, provided the employee received a grade of "C" or better, in accordance with the maximum amounts provided in this Article.

**ARTICLE 24
EXTRA DUTY EMPLOYMENT**

Section 1.

Hourly rates for extra-duty services of unit personnel shall be as follows:

Rank	Member Gross Pay	Client Charge
Deputy	\$ 28.00	\$ 35.00
Supervisor	33.00	40.00
OIC	38.00	45.00

Unit members shall receive the amount shown in the "member gross pay" column for each hour of extra duty work performed. Partial hours shall be recorded and paid in one-quarter hour increments.

Section 2.

In the event that client fees collected by PBSO are insufficient to cover unit member pay, taxes and pension contributions, the PBSO may increase the fee to clients in an amount necessary to cover these costs.

Section 3.

Extra duty employment on 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 shall be compensated at fifteen dollars (\$15.00) above the regular extra duty rates.

Section 4.

One sergeant will be required for every five (5) deputies (e.g., one (1) sergeant from five (5) to nine (9) deputies; two (2) sergeants for ten (10) to fourteen (14) deputies, etc.). One officer-in-charge (OIC) of the rank of lieutenant will be required where fifteen (15) or more deputies will be staffed (e.g., an OIC is not required with fourteen (14) deputies and two (2) sergeants).

**ARTICLE 25
WORKWEEK AND OVERTIME**

Section 1.

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

Section 2.

Bargaining unit members shall work 161 hours in a 28-day work cycle. Members assigned to uniformed positions will be scheduled to work 11.5 hours per shift in a 3-2-2-3 rotation on the day shift, and a 4-4 rotation on the night shift, and other unit members will work schedules that have been agreed upon by both parties. Changes to this schedule may be made by mutual agreement in writing.

It is the intent of the parties to maintain the following work schedules until such time as they agree otherwise in writing or through the statutory collective bargaining process:

<u>Unit</u>	<u>Schedules</u>
Canine	4/3 (10 hours)
EOD	4/3 (10 hours)
TAC	1 Squad - 4/3 (10 hours) 2 Squads – 5/2 (8 hours/3 min)
Warrants	4/3 (10 hours)
Bicycle	5/2 (8 hours/3 min)
Marine	4/3 (10 hours)
Aviation	2-10 hour days/2-14 hour nights
SIS	5/2 (8 hours/3 min)
EOC	5/2 (8 hours/3 min)
Mounted	4/3 (10 hours)
Special Projects, Crime Prevention, Explorers, PAL, JFO, TIPS, SRO, COP, SHOCAP	5/2 (8 hours/3 min)
Training Division	4/3 (10 hours)
Parks	5/4, 5/4, 6/4 (10 hours/4.28 min)
School Traffic Safety	5/2 (8 hours/3 min)
DUI	5/4, 5/4, 6/4 (10 hours/4.28 min)
Motors	4/3 (10 hours)
CMV	4/3 (10 hours)
Aggressive Driving	4/3 (10 hours)
Vehicular Homicide	4/3 (10 hours)

Contracts	Existing Schedules
Civil	5/2 (8 hours/3 min)
Court Services	5/2 (8 hours/3 min)
Court Services (midnight)	4/4 (11.5 hours)
Community Policing	4/3 (10 hours)
Airport	5/2 (8 hours/3 min)

Administrative Lieutenants, Administrative Sergeants and Training FTO Personnel in the Uniformed Units will continue to work their existing schedules, unless or until changed by mutual agreement of the parties.

Section 3.

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 one hundred twenty (120) hours, inclusive of conversion to the time and one half rate.

Section 4.

Additional hours worked in the 28-day work cycle above 161 shall be paid at time and one-half the regular rate.

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 and vacation time shall be included as time worked.

Section 6.

Work schedules shall only be changed after the member has been given at least four (4) working days prior notice, except 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.

**ARTICLE 26
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 (except in the Departments or assignments excepted herein), 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.

Bargaining unit members who so request 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 twenty eight (28) day work period 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 or consecutive shifts may result from a shift exchange.

Section 5.

When a vacant allocation in a specialty unit occurs, as defined in Article 18 "Assignment Pay," for deputies, sergeants and lieutenants, such vacancies shall be posted on the APPS page at least seven days in advance of the interviews for such vacancies.

ARTICLE 27 SALARY PLAN

Section 1.

Unit members shall continue to receive merit step increases pursuant to the PBSO pay plan in effect on January 1, 2007.

Section 2.

Effective January 1, 2007, unit members shall receive a cost of living adjustment (COLA) of four percent (4%).

Section 3.

Effective January 1, 2008, unit members shall receive a cost of living adjustment (COLA) of three percent (3.0%) and an additional two percent (2.0%) effective April 1, 2008.

Section 4.

Effective January 1, 2009, unit members shall receive a cost of living adjustment (COLA) of three percent (3%) and an additional two percent (2.0%) effective April 1, 2009.

Section 5.

The anticipated salary plan for unit members during the contract period is expected to be as set forth below:

Position	Current Grade Name	Reclass Oct-Dec 2006 Annual	4.0% COLA Jan-Dec 2007 Annual	3.0% COLA Jan-March 2008 Annual	2.0% COLA Apr-Dec 2008 Annual	3.0% COLA Jan-March 2009 Annual	2.0% COLA Apr-Dec 2009 Annual
LE/COR DS	25.01	41,088	42,744	44,028	44,928	46,284	47,220
LE/COR DS	25.02	42,936	44,676	46,020	46,956	48,372	49,356
LE/COR DS	25.03	44,868	46,692	48,096	49,080	50,556	51,588
LE/COR DS	25.04	46,884	48,804	50,280	51,300	52,848	53,916
LE/COR DS	25.05	48,996	51,012	52,548	53,616	55,236	56,352
LE/COR DS	25.06	51,192	53,316	54,924	56,040	57,732	58,896
LE/COR DS	25.07	53,496	55,716	57,396	58,572	60,336	61,548
LE/COR DS	25.08	55,908	58,224	59,988	61,212	63,060	64,332

LE/COR DS	25.09	58,428	60,852	62,688	63,972	65,904	67,236
LE/COR DS	25.10	61,056	63,600	65,520	66,852	68,880	70,272
Career 1 DS	29.01	44,868	46,692	48,096	49,080	50,556	51,588
Career 1 DS	29.02	46,884	48,804	50,280	51,300	52,848	53,916
Career 1 DS	29.03	48,996	51,012	52,548	53,616	55,236	56,352
Career 1 DS	29.04	51,192	53,316	54,924	56,040	57,732	58,896
Career 1 DS	29.05	53,496	55,716	57,396	58,572	60,336	61,548
Career 1 DS	29.06	55,908	58,224	59,988	61,212	63,060	64,332
Career 1 DS	29.07	58,428	60,852	62,688	63,972	65,904	67,236
Career 1 DS	29.08	61,056	63,600	65,520	66,852	68,880	70,272
Career 1 DS	29.09	63,804	66,468	68,472	69,864	71,988	73,440
Career 1 DS	29.10	66,672	69,468	71,556	73,008	75,228	76,752
Career 2 DS	31.01	46,884	48,804	50,280	51,300	52,848	53,916
Career 2 DS	31.02	48,996	51,012	52,548	53,616	55,236	56,352
Career 2 DS	31.03	51,192	53,316	54,924	56,040	57,732	58,896
Career 2 DS	31.04	53,496	55,716	57,396	58,572	60,336	61,548
Career 2 DS	31.05	55,908	58,224	59,988	61,212	63,060	64,332
Career 2 DS	31.06	58,428	60,852	62,688	63,972	65,904	67,236
Career 2 DS	31.07	61,056	63,600	65,520	66,852	68,880	70,272
Career 2 DS	31.08	63,804	66,468	68,472	69,864	71,988	73,440
Career 2 DS	31.09	66,672	69,468	71,556	73,008	75,228	76,752
Career 2 DS	31.10	69,672	72,600	74,784	76,296	78,624	80,208
Career 3 DS	33.01	48,996	51,012	52,548	53,616	55,236	56,352
Career 3 DS	33.02	51,192	53,316	54,924	56,040	57,732	58,896
Career 3 DS	33.03	53,496	55,716	57,396	58,572	60,336	61,548
Career 3 DS	33.04	55,908	58,224	59,988	61,212	63,060	64,332
Career 3 DS	33.05	58,428	60,852	62,688	63,972	65,904	67,236
Career 3 DS	33.06	61,056	63,600	65,520	66,852	68,880	70,272
Career 3 DS	33.07	63,804	66,468	68,472	69,864	71,988	73,440
Career 3 DS	33.08	66,672	69,468	71,556	73,008	75,228	76,752
Career 3 DS	33.09	69,672	72,600	74,784	76,296	78,624	80,208
Career 3 DS	33.10	72,816	75,876	78,156	79,740	82,164	83,820

Career 4 DS/Pilot	35.01	51,192	53,316	54,924	56,040	57,732	58,896
Career 4 DS/Pilot	35.02	53,496	55,716	57,396	58,572	60,336	61,548
Career 4 DS/Pilot	35.03	55,908	58,224	59,988	61,212	63,060	64,332
Career 4 DS/Pilot	35.04	58,428	60,852	62,688	63,972	65,904	67,236
Career 4 DS/Pilot	35.05	61,056	63,600	65,520	66,852	68,880	70,272
Career 4 DS/Pilot	35.06	63,804	66,468	68,472	69,864	71,988	73,440
Career 4 DS/Pilot	35.07	66,672	69,468	71,556	73,008	75,228	76,752
Career 4 DS/Pilot	35.08	69,672	72,600	74,784	76,296	78,624	80,208
Career 4 DS/Pilot	35.09	72,816	75,876	78,156	79,740	82,164	83,820
Career 4 DS/Pilot	35.10	76,092	79,296	81,684	83,340	85,872	87,600

Position	Current Grade Name	New Step	Oct-Dec 2006 Annual	4.0% COLA Jan-Sep 2007 Annual	Reclass Oct-Dec 2007 Annual	3.0% COLA Jan-March 2008 Annual	2.0% COLA Apr-Dec 2008 Annual	3.0% COLA Jan-March 2009 Annual	2.0% COLA Apr-Dec 2009 Annual
Sergeant	37.01		53,496	55,716					
Sergeant	37.02		55,908	58,224					
Sergeant	37.03		58,428	60,852					
Sergeant	37.04		61,056	63,600					
Sergeant	37.05		63,804	66,468					
Sergeant	37.06		66,672	69,468					
Sergeant	37.07		69,672	72,600					
Sergeant	37.08		72,816	75,876					
Sergeant	37.09		76,092	79,296					
Sergeant	37.10		79,512	82,872					
Sergeant	39.04	1			66,468	68,472	69,864	71,988	73,440
Sergeant	39.05	2			69,468	71,556	73,008	75,228	76,752

Sergeant	39.06	3			72,600	74,784	76,296	78,624	80,208
Sergeant	39.07	4			75,876	78,156	79,740	82,164	83,820
Sergeant	39.08	5			79,296	81,684	83,340	85,872	87,600
Sergeant	39.09	6			82,872	85,368	87,096	89,748	91,548
Sergeant	39.10	7			86,604	89,220	91,020	93,792	95,676
Lieutenant	43.01		61,056	63,600					
Lieutenant	43.02		63,804	66,468					
Lieutenant	43.03		66,672	69,468					
Lieutenant	43.04		69,672	72,600					
Lieutenant	43.05		72,816	75,876					
Lieutenant	43.06		76,092	79,296					
Lieutenant	43.07		79,512	82,872					
Lieutenant	43.08		83,088	86,604					
Lieutenant	43.09		86,820	90,504					
Lieutenant	43.10		90,720	94,584					
Lieutenant	45.07	1			86,604	89,220	91,020	93,792	95,676
Lieutenant	45.08	2			90,504	93,240	95,124	98,016	99,984
Lieutenant	45.09	3			94,584	97,440	99,408	102,432	104,484
Lieutenant	45.10	4			98,844	101,832	103,884	107,052	109,200

**ARTICLE 28
CAREER PATH**

Section 1.

The PBSO shall maintain a Career Path for deputy sheriffs as provided for in SOP #303.03, except as modified below.

Section 2.

Upon promotion bargaining unit members, who do not earn assignment pay, shall receive a one-step increase above their current rate of pay or where permissible by the pay-scale, bargaining unit members who earn assignment pay, shall receive an increase to the nearest step above the combination of their current base rate of pay and their eligible assignment pay.

Section 3.

Attainment of Career Deputy status is not a promotion, and pay raises as a result shall be effective on the date of attaining such status.

**ARTICLE 29
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:

<u>Years of Continuous Service</u>	<u>Percentage Increase</u>
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 FMLA leave, paid sick leave, workers' compensation leave, annual leave and military leave.

Employees 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 30 PROMOTIONS

Section 1.

Promotions will be made pursuant to GO 305.01, except as provided below.

Section 2.

Promotion eligibility lists shall remain in effect and may be utilized for promotions for two (2) years. Vacancies that occur after expiration of a list but prior to certification of a new list shall be filled from the new list. Vacancies that occur prior to the expiration of a promotional eligibility list will be filled from the list existing at the time of the vacancy in accordance with this article.

Section 3.

For all promotional processes PBSO shall give notice ninety (90) days before the scheduled promotional examination date. The notice shall include the examination date, the areas that the examination will cover, and the sources from which the examination is drawn. The examination materials shall reasonably reflect the job duties of the position.

Section 4.

All promotional tests will be given in even-numbered years. The eligibility list created from this testing process will become effective January 1 of the next odd-numbered year, and will be maintained for two years.

Section 5.

There will be no make-up promotional examinations. However, upon request and if the employee can make testing arrangements suitable to PBSO with a state-approved police academy or an accredited university, or a military approved facility before a commanding officer, the PBSO will make special testing arrangements to administer tests at the same date and time and under similar conditions to candidates who cannot appear at the regular test site due to: 1) Military Services; 2) Sheriff's Office business; 3) approved bereavement leave requiring travel outside Palm Beach County, or 4) a catastrophic health emergency involving the employee's family, which is limited to spouse, children, parents, and grandparents if they reside with the employee.

Section 6.

A. Examination Provisions

1. The Sheriff agrees to use only job related promotional examinations.
2. The law enforcement Sergeant's and Lieutenant's examinations will consist of a written test and an assessment process.
3. The PBSO will conduct a promotional process orientation.

B. Selection Process

Successful candidates will be ranked on the Eligibility List for law enforcement Sergeant and law enforcement Lieutenant based on their scores in the written examination, assessment, and seniority and education as follows:

Written Exam	40%
Assessment Process	30%
Seniority with PBSO and Education*	10%
Past performance with PBSO	20%

*Candidates shall receive one-half (1/2) point for each completed year of service in their current law enforcement rank for a maximum of ten (10) years or five (5) seniority points. Education points will be credited as follows:

Law Enforcement Sergeant

Associates Degree or equivalent (60 college credit hours)	1 point
Bachelors Degree	2 points
Masters Degree	2 points

Law Enforcement Lieutenant

Bachelors Degree	2 points
Masters Degree	3 points

Section 7.

All promotions made from the bargaining unit shall be made by utilizing a rule of five (5), i.e., each promotion must be made from among the then current top five (5) persons on the promotional eligibility list who have not been suspended within the three (3) year period prior to the date of the promotion for three (3) days or more for any one (1) incident, or a total of five (5) days or more. No person shall be passed over for a

promotion by selecting a lower ranked employee on more than four (4) occasions. The Sheriff may delay or deny a promotion with respect to any person who is the subject of an active investigation by any law enforcement agency.

Section 8. Law Enforcement Sergeant

No person will be admitted to an examination for the promotion to Law Enforcement Sergeant until he or she has served at least five (5) years continuous full-time status as a Law Enforcement Deputy immediately prior to the expiration of the previous promotional list.

Section 9. Law Enforcement Lieutenant

No person will be admitted to an examination for the promotion to Law Enforcement Lieutenant until he or she has served at least three (3) years continuous full-time status as Law Enforcement Sergeant immediately prior to the expiration of the previous promotional list.

ARTICLE 31
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 two (2) years, whichever comes first.

Section 2.

Sworn bargaining unit members who sustain a serious injury on-duty while in fresh pursuit (as defined in §112.19(d), Florida Statutes (2003)) or in the apprehension of a violent person, or who sustain a serious injury while engaged in law enforcement activities will receive a supplement to their workers' compensation that will provide 100% of their base salary for up to one hundred eighty (180) calendar days. 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.

**ARTICLE 32
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 SOP # 208.06, except as modified below.

Section 2.

The period of temporary alternate employment is determined as follows: For non-work related illness/injury until the employee 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.

Section 3.

For non-work related illness/injury, unit members who are eligible for and exhaust their initial FMLA entitlement, may be granted an additional 480 hours of leave for approved medical reasons upon application to the Human Resources Administrator or designee with supporting medical documentation. Employees may receive pay during these periods from their accrued leave banks. Upon exhaustion of leave banks, employees are entitled to request donated time in accordance with GO #208.03.

**ARTICLE 33
CARE AND MAINTENANCE OF CANINES**

1. Effective January 2007, canine handlers shall receive a pay supplement of two hundred and seventy five dollars (\$275) per pay period as compensation for care, feeding and maintenance of their assigned canines.
2. Effective January 2009, canine handlers shall receive a pay supplement of three hundred dollars (\$300) per pay period as compensation for care and maintenance of their assigned canines.
3. The compensation provided for in this Article shall continue as long as the member is responsible for caring for and maintaining a Sheriff's Office working police canine.
4. When a Sheriff's Office service canine has reached the end of their career as established by Sheriff's Office policy including verification by the Sheriff's Office veterinarian that the service canine can no longer perform as a service canine for the Sheriff's Office and is slated for replacement, the animal shall be reclassified as "retired."
5. In recognition for the service provided by PBSO canines, the Sheriff shall provide the following retirement benefits.
 - A. The handling officer may be authorized to purchase the retired canine for \$1, and shall continue to provide a stable, secure home for the animal's remaining life, if pursuant to Sheriff's Office policy the service canine is determined to no longer be capable of performing Sheriff's Office canine services.
 - B. The canine shall continue to receive one welfare veterinary check up annually.
 - C. The canine shall continue to receive yearly issued medications.
 - D. The canine shall continue to receive monthly food allotments.
 - E. When the canine expires, the Sheriff shall provide for the cremation of the animal.
6. Any additional veterinary, medications or dietary needs will be the sole responsibility of the officer.

7. The benefits provided for in this Article to the PBSO service canine shall continue for the life of the canine, and as long as the handler of the canine is still employed by PBSO.

ARTICLE 34
FUNERAL EXPENSES

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

ARTICLE 35
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 36
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 37
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 GO 210.00 for bargaining unit members.

Unit members may appeal disciplinary suspensions of greater than two days, disciplinary demotions or discharges by either using the procedure in this Article or the Career Service Employees Act (GO #202.01), but not both. Employees may avail themselves of only one of these forums, and once an option has been chosen the other procedure shall be foreclosed to them.

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.

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 within ten (10) working days of the occurrence or knowledge of the matter giving rise to the grievance. The Captain 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, in writing, within ten (10) working days of the date the response was due in Step 1.

The Major 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 in his/her chain of command, within ten(10) working days after the time the response from the previous step is due. The Colonel 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 of 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

1. If the grievance is not resolved at Step 4 of the Grievance Procedure, the aggrieved employee or 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.
2. 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 American Arbitration Association shall be requested by either party, with a copy of the request sent to the other party. Within five 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. Failure of the parties to select an arbitrator within thirty (30) days of receipt of the panel from AAA will be considered a withdrawal of the grievance with prejudice.

3. The hearing on the grievance shall be informal and the strict rules of evidence shall not apply.
4. 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.
5. The decision of the arbitrator shall be final and binding upon the aggrieved employee, the union and employer, except as provided by law, or if the circuit court finds that the arbitrator's decision is clearly erroneous or in violation of public policy.
6. The arbitrator's fee and expenses shall be borne equally by the parties, unless otherwise agreed to by the parties.
7. Attendance at any arbitration procedure and compensation of participants shall be the responsibility of each side.
8. 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.
9. 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.
10. Upon receipt of the arbitrator's award, corrective action, if any, will be implemented as soon as possible.
11. 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 or the Union Representative on their behalf.

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 38
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 39
POLICE OFFICER'S BILL OF RIGHTS/RECORDS RETENTION

I. PBSO agrees to follow all provisions of law set forth in Florida Statutes commonly known as the "Police Officers Bill of Rights". Excerpts of F.S.S. 112.532 are set forth below:

112.532 Law enforcement officers' and correctional officers' rights.- All law enforcement officers and correctional officers employed by or appointed to a law enforcement agency or a correctional agency shall have the following rights and privileges:

(1) **RIGHTS OF LAW ENFORCEMENT OFFICERS AND CORRECTIONAL OFFICERS WHILE UNDER INVESTIGATION.**

Whenever a law enforcement officer or correctional officer is under investigation and subject to interrogation by members of his or her agency for any reason which could lead to disciplinary action, demotion, or dismissal, such interrogation shall be conducted under the following conditions:

- (a) The interrogation shall be conducted at a reasonable hour, preferably at a time when the law enforcement officer or correctional officer is on duty, unless the seriousness of the investigation is of such a degree that immediate action is required.
- (b) The interrogation shall take place either at the office of the command of the investigating officer or at the office of the local precinct, police unit, or correctional unit in which the incident allegedly occurred, as designated by the investigating officer or agency.
- (c) The law enforcement officer or correctional officer 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 officer under interrogation shall be asked by or through one interrogator during any one investigative interrogation, unless specifically waived by the officer under investigation.
- (d) The law enforcement officer or correctional officer under investigation shall be informed of the nature of the investigation prior to any interrogation, and he or she shall be informed of the name of all complainants.

- (e) Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.
- (f) The law enforcement officer or correctional officer under interrogation shall not be subjected to offensive language or be threatened with transfer, dismissal, or disciplinary action. No promise or reward shall be made as an inducement to answer any questions.
- (g) The formal interrogation of a law enforcement officer or correctional officer, 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 officer, a copy of any such recording of the interrogation session must be made available to the interrogated officer no later than 72 hours, excluding holidays and weekends, following said interrogation.
- (h) If the law enforcement officer or correctional officer 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 prior to the commencement of the interrogation.
- (i) At the request of any law enforcement officer or correctional officer under investigation, he or she shall have the right to be represented by counsel or any other representative of his or her choice, who shall be present at all times during such interrogation whenever the interrogation relates to the officer's continued fitness for law enforcement or correctional service.

(4)(a) NOTICE OF DISCIPLINARY ACTION.

No dismissal, demotion, transfer, reassignment, or other personnel action which might result in loss in pay or benefits or which might otherwise be considered a punitive measure shall be taken against any law enforcement officer or correctional officer unless such law enforcement officer or correctional officer is notified of the action and the reason or reasons therefor prior to the effective date of such action.

(b) Notwithstanding the provisions of s. 112.533(2), whenever a law enforcement officer or correctional officer is subject to disciplinary action consisting of suspension with loss of pay, demotion, or dismissal, the officer shall, upon request, be provided with a complete copy of the investigative

report and supporting documents and with the opportunity to address the findings in the report with the employing law enforcement agency prior to the imposition of the disciplinary action consisting of suspension with loss of pay, demotion, or dismissal. The contents of the complaint and investigation shall remain confidential until such time as the employing law enforcement agency makes a final determination whether or not to issue a notice of disciplinary action consisting of suspension with loss of pay, demotion, or dismissal. This paragraph shall not be construed to provide law enforcement officers with a property interest or expectancy of continued employment, employment, or appointment as a law enforcement officer.

(5) RETALIATION FOR EXERCISING RIGHTS.

No law enforcement officer or correctional officer 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 part.

(6) LIMITATIONS PERIOD FOR DISCIPLINARY ACTIONS.

(a) Except as provided in this subsection, no disciplinary action, demotion, or dismissal shall be undertaken by an agency against a law enforcement officer or correctional officer for any act, omission, or other allegation of misconduct if the investigation of such allegation is not completed within 180 days after the date the agency receives notice of the allegation by a person authorized by the agency to initiate an investigation of the misconduct. In the event that the agency determines that disciplinary action is appropriate, it shall complete its investigation and give notice in writing to the law enforcement officer or correctional officer of its intent to proceed with disciplinary action, along with a proposal of the action sought. Such notice to the officer shall be provided within 180 days after the date the agency received notice of the alleged misconduct, except as follows:

1. The running of the limitations period may be tolled for a period specified in a written waiver of the limitation by the law enforcement officer or correctional officer.
2. The running of the limitations period shall be tolled during the time that any criminal investigation or prosecution is pending in connection with the act, omission, or other allegation of misconduct.
3. If the investigation involves an officer who is incapacitated or otherwise unavailable, the running of the limitations period shall be tolled during the period of incapacitation or unavailability.

4. In a multijurisdictional investigation, the limitations period may be extended for a period of time reasonably necessary to facilitate the coordination of the agencies involved.

(b) An investigation against a law enforcement officer or correctional officer may be reopened, notwithstanding the limitations period for commencing disciplinary action, demotion or dismissal, if;

1. Significant new evidence has been discovered that is likely to affect the outcome of the investigation.
2. The evidence could not have reasonably been discovered in the normal course of investigation or the evidence resulted from the predisciplinary response of the officer.

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.

II. RECORDS RETENTION: When feasible and to the extent provided by law, the Sheriff's Office agrees to follow the State retention guidelines as set forth in General Records Schedule GS2 as follows:

1. INTERNAL INVESTIGATION RECORDS: NOT SUSTAINED/UNFOUNDED Item #136

This record series consists of cases investigated that allege employee misconduct and/or violate department regulations and orders, state and federal statutes and municipal ordinances and the charges were found to be not sustained or unfounded.

RETENTION:

- a) Record copy. 1 year.
- b) Duplicates. Retain until obsolete, superseded or administrative value is lost.

2. INTERNAL INVESTIGATION RECORDS: SUSTAINED FORMAL Item #134

This record series consists of cases investigated that allege employee misconduct and/or violate department regulations and orders, state and federal statutes and municipal ordinances and the charges were sustained and formal discipline given. It includes statements by officer, person filing complaint and witnesses, if any. "Formal discipline" shall be defined as including demotions, removals, suspensions or similar action.

RETENTION:

- a) Record copy. 5 years after final disposition.
- b) Duplicates. Retain until obsolete, superseded or administrative value is lost.

3. **INTERNAL INVESTIGATION RECORDS: SUSTAINED INFORMAL**

Item #135

This record series consists of cases investigated that allege employee misconduct and/or violate department regulations and orders, state and federal statutes and municipal ordinances and the charges were sustained and informal discipline given. It includes statements by officer, person filing complaint and witnesses, if any. "Informal discipline" shall be defined as including written or verbal reprimands, memoranda or similar action.

RETENTION:

- a) Record copy. 3 years after final disposition.
- b) Duplicates. Retain until obsolete, superseded or administrative value is lost.

**ARTICLE 40
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, 2006, until its expiration date, September 30, 2009, or otherwise until a successor Agreement is ratified by the Parties. However, the parties agree that Article 18 (Assignment Pay) and Article 21 (Uniforms and Equipment) shall be reopened during the second year of the contract 2007-2008 for further collective bargaining on these articles.


Should either party desire to terminate, change or modify this Agreement, it shall so notify the other party between January 15, 2009, and no later than January 30, 2009. 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 4th day of August, 2006.

FOR THE PBSO



Ric Bradshaw
Sheriff




Colonel Joseph Bradshaw
Department of Legal Affairs

FOR THE PBA



John S. Kazanjian
President



Ernest W. George
Executive Director



Gary Lippman
General Counsel