

**BROWARD SHERIFF'S OFFICE**  
**AND THE**  
**THE BROWARD COUNTY**  
**POLICE BENEVOLENT ASSOCIATION**  
**LAW ENFORCEMENT**  
**DEPUTIES/SERGEANTS BARGAINING UNIT**  
**OCTOBER 1, 2004 - SEPTEMBER 30, 2007**

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## **PREAMBLE**

THIS AGREEMENT is entered into this \_\_\_\_\_, 2004, by and between the SHERIFF OF BROWARD COUNTY, FLORIDA, located within the County of Broward, State of Florida (hereinafter referred to as "sheriff "" or "BSO"), and the BROWARD 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 unit.

## **WITNESSETH**

WHEREAS, the PBA has been determined to be the certified bargaining representative of the employees within the certified unit by the Public Employees Relations Commission based upon the Special Act of the Florida Legislature, House Bill 93-865, which inter alia, provides for rights of collective bargaining for specified deputy sheriffs employed by the Sheriff of Broward County;

WHEREAS, the Sheriff's obligation to bargain and to enter into this Agreement, which in any way alters the Sheriff's rights under the Florida Constitution or at common law, is solely based upon the Special Act referred to hereinabove;

WHEREAS, the Sheriff and the PBA have negotiated in good faith, with the PBA acting as the exclusive agent for personnel included in the certified bargaining unit with respect to wages, hours, and terms and conditions of employment; and

WHEREAS, the parties, following extended and deliberate negotiations, and having had an opportunity to freely discuss any and all issues, have reached certain understandings which they desire to confirm in this Agreement.

IN CONSIDERATION of the following mutual covenants, it is hereby agreed as follows:

## **ARTICLE 1**

### **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 #93-13, 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 regular, full-time sworn law enforcement officers employed by the Broward County Sheriff's Office in the position of Deputy Sheriff with a rank of Sergeant and below, herein referred to as bargaining unit member(s).

#### **EXCLUDED:**

All other employees of the Broward County Sheriff's Office including all other sworn law enforcement personnel and employees who are managerial, confidential, temporary, reserves, part-time and probationary as provided for in Chapter 93-370, Laws of Florida.

## **ARTICLE 2**

### **NON-DISCRIMINATION**

- 2.1: No employee covered by this Agreement will be discriminated against by the Sheriff because of membership in the PBA, or authorized activity as required in this Agreement on behalf of the PBA.
- 2.2: The PBA will not discriminate against employees covered by this Agreement on the basis of their refusal to become a PBA member.
- 2.3: Both the Sheriff and the PBA oppose discrimination on the basis of age, race, creed, color, national origin, sex, handicap/disability, marital status or religion. However, the parties also recognize that the Sheriff has established an internal procedure to investigate and resolve alleged cases of discrimination which is in addition to existing and adequate procedures established by Broward 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 3**

### **MANAGEMENT RIGHTS**

The PBA recognizes the rights of the Sheriff to operate, manage, and direct all affairs of his office, including the exclusive right, subject to the terms of this Agreement, which arises solely from the Special Act of the Florida Legislature, House Bill 93-865:

- 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, layoff, 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 hours and 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.
- H. To determine 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 existing conditions of employment.
- J. The PBA acknowledges that BSO may make amendments, revisions, additions, deletions and/or changes to the BSO Policy and Procedures Manual. Any changes to the Manual shall be provided to the PBA ten (10) days prior to issuance (when practicable) of such changes. The right to impact bargaining over any such change shall be waived unless the PBA requests impact bargaining in writing within six (6) months of implementation.

## **ARTICLE 4**

### **WORK RULES AND REGULATIONS**

- 4.1: It is recognized that the Sheriff currently has work rules, regulations, policies and procedures governing employment. The parties agree that the Sheriff has the sole and exclusive discretion to formulate, amend, revise and implement such rules, regulations, policies and procedures.
- 4.2: In the event that any rule, regulation, policy or procedure conflicts with this Agreement, the language in this Agreement shall control.

## **ARTICLE 5**

### **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, job actions or picketing in furtherance, of any of the above-prohibited activities. Notwithstanding the above, there shall be no picketing whatsoever in uniform by the bargaining unit members covered by this Agreement. The parties agree that any bargaining unit member who participates in or promotes any of the aforesaid activities may be discharged or otherwise disciplined by the Sheriff.

## **ARTICLE 6**

### **STAFFING**

The Sheriff has sole and exclusive discretion to determine appropriate staffing levels for the agency and to change staffing as he, in his sole discretion, deems appropriate.

## **ARTICLE 7**

### **SENIORITY**

- 7.1: Seniority, as used herein, is defined as the right accruing to bargaining unit members through continuous time in grade and classification, while employed by either BSO or a contract city, which entitles them to certain considerations and preferences as provided for in this Agreement with the exception of approved leaves of absences as provided in the BSO Policy and Procedures Manual.
- a. Deputies - If two (2) or more bargaining unit members have the same classification date, for the purpose of breaking the tie, seniority will be determined by the bargaining unit members "CCN" number. The lowest number constitutes the senior bargaining unit member.
  - b. Sergeants – If two (2) or more Bargaining Unit Members are promoted to Sergeant on the same date, for purpose of breaking the tie seniority will be determined by the length of time the member was employed as a deputy and/or contract City Law Enforcement Officer. The more time employed as a deputy and/or contract City Law Enforcement Officer would have more seniority. If both sergeants were promoted on the same date and were deputies and/or contract City Law Enforcement Officers for the same period of time, the lowest CCN number constitutes the senior member.
- 7.2: Seniority shall be one of the factors to be considered (along with other factors), in the sole discretion of the Sheriff, when any bidding is conducted consistent with this Agreement to determine shift assignments and days off within the respective work units. A bargaining unit member shall not be denied shift assignment or days off based on seniority for more than two (2) bids during the period covered by this Agreement. (i.e., the bid process takes place every six (6) months. If a bargaining unit member is denied his/her request on the first bid, he/she will not be denied his/her request the next bid. During the length of this agreement a bargaining unit member may be denied his/her bid selection a maximum of two (2) times). Denial of bids shall not be used as a disciplinary measure.
- a. Shift and day off selection will be held twice a year. The first selection will be completed by the second pay period in January. The second selection will be completed by the second pay period in July. The effective selections will go into effect the first of the month following the selection process.

- 7.3: Seniority shall be one of the factors to be considered (along with others factors), in the sole discretion of the Sheriff, when bargaining unit member(s) request annual leave and holidays off, when conditions in a classification within the assigned work unit permit.
- a. Annual leave and holiday selection will be held once a year. The selection process will take place the first week of February. Selections will be for the time frame of 3/1 – 2/28. The Sheriff or his designee will determine the amount of available vacation slots. Each bargaining unit member will have a reasonable time to select his/her vacation slot (up to four (4) consecutive weeks) by seniority. Each bargaining unit member will be allowed to select his/her first pick and once all members have selected his/her first pick then a bargaining unit member will (by seniority) select his/her second pick. If a bargaining unit member voluntarily changes his/her shift, BSO has the right to disapprove the bargaining unit member's vacation pick. If a bargaining unit member's shift is changed involuntary then the original vacation selection will be adhered to.
- 7.4: All other annual leave requests (individual requests) shall be approved/disapproved within five (5) calendar days of the request. Such requests must be made within thirty (30) days prior to the requested time off. Once the request is approved BSO may not disapprove unless an emergency or critical situation exists, as determined by the Sheriff or his designee.
- 7.5: Seniority in specialized units: Members assigned to a specialized unit will have shift and days off assigned by unit seniority, which shall be based upon continuous time within that unit unless operational needs of the unit dictate otherwise as determine by District Chief/Division Commander.

## **ARTICLE 8**

### **BULLETIN BOARDS**

- 8.1: The Sheriff agrees to permit reasonable use of all departmental bulletin boards located within the Sheriff's office by the PBA to be used for official Bargaining Unit notices only.
- 8.2: The PBA may provide written requests to the Sheriff to place its bulletin boards, at the sole expense of the PBA, at each one of the District Offices and the Ron Cochran Public Safety Building.
- 8.3: The Sheriff, in his sole discretion, shall determine the size, and location and type of the bulletin boards which may be provided by the PBA. The PBA agrees that it may only use and/or post one bulletin board at a District and that those bulletin boards shall not be locked or enclosed.

## ARTICLE 9

### **PBA REPRESENTATIVES/UNION BUSINESS**

- 9.1: The Sheriff 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 ten (10) representatives per shift and not more than one (1) representative from any one (1) District and/or from any one (1) specialty unit.
- 9.2: The Sheriff agrees to establish a PBA time pool bank of up to one thousand (1,000) hours per fiscal year to be used in accordance with the provisions as set forth in Section 9.4 of this Article. Unused hours will not be carried over to the following year.
- 9.3: For each bargaining unit member who is authorized to use time from the time pool bank, the PBA President shall fill out the appropriate form as provided by BSO. This form shall be processed through the command of the bargaining unit member who is to use the time pool bank. Command personnel shall determine if the bargaining unit member's absence will create a staffing shortage and will have the option to approve or disapprove this request.
- 9.4: PBA members may donate additional time to the PBA time pool bank of up to one thousand (1,000) hours per year. Such time shall be utilized by PBA representatives, if necessary, for union business as set forth in the following section. Donated bargaining unit members' time can be carried over to the following year.
- 9.5: Hours from the PBA time pool bank may be utilized by designated PBA representatives when they are required to represent bargaining unit members as part of grievance procedures, when they attend monthly PBA Board of Directors meetings, negotiation sessions and meetings and other mutually agreed meetings, subject to available manpower and staffing needs. Except for negotiation sessions, the parties agree to limit the number of bargaining unit members attending such functions to no more than five (5) per shift. The parties agree that the number of bargaining unit members attending official negotiation sessions while on duty will be restricted to no more than ten (10) representatives in an on-duty status and no more than one (1) representative from any one (1) District and/or specialty unit. Bargaining unit members attending such functions will submit a pool time form 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. It is understood that on rare occasions the seventy-two (72) hour time limit may not be met. Failure to file a completed pool time usage form seventy-two (72) hours prior to the bargaining unit members request for use of pool time may result in the bargaining unit member not being paid for the time requested.

- 9.6: The PBA time pool bank will be used on an hour for hour basis, regardless of the hourly rate of the bargaining unit member using time from the bank. In reporting a bargaining unit member's absence as a result of utilizing the time pool bank, the daily attendance record shall reflect: "Deputy John Doe on PBA" (PBA Time Pool bank)
- 9.7: All applicable rules, regulations, and orders of the BSO Policy and Procedures Manual shall apply to any bargaining unit member on time pool release. Violations of the above-mentioned rules, regulations and orders shall subject the bargaining unit member on pool time to the regular disciplinary process currently provided for by the Broward Sheriff's Office.

## **ARTICLE 10**

### **COMMUNICATIONS POLICY**

- 10.1: The PBA President, or in his absence another member of the PBA, will be placed on the contact list maintained by BSO'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 incident which also requires the dispatching of the Professional Compliance Unit as the result of a bargaining unit member's action, or when the Sheriff or his designee requests that the PBA be contacted.
- 10.2: Other than those situations in which the response of the PBA is specifically requested by the Sheriff, it shall be within the discretion of the PBA as to whether an actual physical response is necessary.
- 10.3: 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.
- 10.4: The PBA will provide BSO with the necessary information to facilitate compliance with this Article.

## **ARTICLE 11**

### **UNION DEDUCTIONS**

Union deductions shall be made in accordance with forms provided by the PBA and executed and authorized by the bargaining unit member authorizing said deductions. There shall be no charge made by the Sheriff for these deductions. The exact amount of monies to be deducted for each bargaining unit member shall be provided by the PBA to the Sheriff. Any changes in the amounts to be deducted shall be given to the Sheriff thirty (30) days in advance. These monies shall be transmitted to the PBA on a biweekly basis after the deductions are taken from biweekly payroll.

The PBA shall indemnify the Sheriff and hold the Sheriff harmless against any and all suits, claims, demands, and liabilities, which arise out of or by reason of any action taken by the Sheriff to comply or attempt to comply with the provisions of this Article.

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

## ARTICLE 12

### **BASIC WORKWEEK AND OVERTIME**

- 12.1: The basic workweek for all bargaining unit members covered by this Agreement shall consist of forty (40) hours per week, starting at 12:01 a.m. Saturday and ending at 12:00 midnight Friday, unless otherwise specified or scheduled by the Sheriff or his designee, and as further defined herein.
- 12.2: Bargaining unit members are not entitled to a fifteen (15) minute break. In lieu of the fifteen (15) minute break, bargaining unit members will not attend briefing fifteen (15) minutes prior to their normal shift. Briefing will be conducted during the course of normal work hours. Bargaining unit members are entitled to one thirty (30) minute meal break per eight (8) hour shift to be taken at the discretion of their immediate supervisor.

It is agreed by the parties that meal breaks will not represent compensable time. Nonetheless, bargaining unit members shall continue to receive pay for forty (40) hours of work per regularly scheduled workweek.

Such meal break time will commence for bargaining unit employees when they advise "10-40" prior to entering the location of the meal break. Bargaining unit members assigned radios will remain in communication at all times during their meal break. Bargaining unit members can be recalled from authorized meal breaks without incurring any added compensable time, unless a unit member accrues actual work time in excess of forty (40) hours for their regularly scheduled workweek.

Bargaining unit members will call out for their meal break and log it on their Daily Activity Sheets. Bargaining unit members will not take a meal break during the first or last hour of their assigned shift unless authorized by a supervisor.

- 12.3: All authorized and approved work performed in excess of forty (40) hours in any one workweek shall be considered as overtime and shall be paid (unless the bargaining unit member at his option requests compensatory time off) at the overtime rate of one and one-half times the bargaining unit member's straight time rate of pay.

However, hours worked pursuant to an assignment under Article 27.2 of this Agreement shall not be combined with the hours worked during the basic workweek in the bargaining unit member's regular capacity for the purpose of determining overtime.

- 12.4: Compensatory time is time earned at one and one half times the overtime hours worked by a bargaining unit member. The choice of compensatory time off or overtime pay shall be at the bargaining unit member's option. Accrued unused

compensatory time off may not exceed eighty (80) hours, except when in the best interest of Broward Sheriff's Office and when approved by the Sheriff or his designee. Upon separation from the Broward 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) hours compensatory time maximum accrual has been reached, bargaining unit members required to work in excess of forty (40) hours in a designated workweek shall be paid overtime at the rate of one and one-half times their straight time rate of pay.

- 12.5: For the purpose of overtime computation, holidays, vacation leave or any paid leave of absence shall be considered as time worked. Sick time taken during the workweek shall not be considered as time worked for the purpose of overtime computation.
- 12.6: Bargaining unit members may be required to work overtime as scheduled and, in some instances, 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 their organizational units, as far as the character of the work permits. The Sheriff's Office will maintain overtime records and will make such information available upon request.

## **ARTICLE 13**

### **LAYOFF / RECALL**

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

- 13.1: In the event of personnel reduction, bargaining unit members shall be laid off in the inverse order of their seniority in their classification; provided, however, that where two (2) or more bargaining unit members have seniority standing within thirty (30) days of each other, the Sheriff shall determine the order of layoff based on education and performance. Upon reverting to a lower classification, a bargaining unit member's seniority shall be determined by the date of his/her original permanent appointment to that classification. All probationary bargaining unit members shall be laid off before any permanent bargaining unit member is laid off.
- 13.2: Bargaining unit members shall be recalled from layoff in accordance with their seniority in the classification from which they were laid off. No new bargaining unit member shall be hired in any classification until all non-probationary bargaining unit members on layoff status in that classification have had an opportunity to return to work. The Sheriff reserves the right in his sole discretion to require said recalled bargaining unit members to submit to any such existing entry level test(s), (e.g. physical, psychological, polygraph, toxicology testing), in order to determine that they are physically and mentally capable of performing the work available at the time of recall. Further, all such recalled bargaining unit members must meet all of the established standards set by the Sheriff in effect at the time of the recall. No laid off bargaining unit member shall retain recall rights beyond eighteen (18) months from the date of layoff.
- 13.3: The Sheriff may deviate from the above-described procedure in order to maintain (or recall) personnel deemed necessary by the Sheriff and/or as necessary to comply with federal or state court orders, decrees, judgments, statutes, regulations, public safety purposes and/or requirements.

## **ARTICLE 14**

### **LEAVE OF ABSENCE WITHOUT PAY**

A bargaining unit member may be granted a leave of absence without pay with the prior approval of the Sheriff as provided for in the Family and Medical Leave Act (FMLA) and in accordance with the Sheriff's policies.

## **ARTICLE 15**

### **EQUIPMENT**

- 15.1: The Sheriff will provide uniforms consistent with the BSO Policy and Procedures Manual.
- 15.2: In the event that personal property of a bargaining unit member, which is used with authorization of BSO, is damaged, destroyed or lost as a result of performance of duty, the Sheriff agrees to repair or replace the item based on the following conditions up to a total of \$200.00 per incident (except as otherwise stated in subparagraph "c" of this section regarding duty weapons) for all personal property:
- a. The bargaining unit member is required within twenty four (24) hours of the incident to submit a written memorandum including a police report and documentation of the loss; and
  - b. The District Commander must review the bargaining unit member's memorandum and approve the request prior to disbursement; and
  - c. The total compensation to a bargaining unit member is limited to \$400.00 per calendar year. (Not to include firearm)

The following schedule shall apply:

Wrist watches - up to \$50.00.

Prescription eyeglasses, prescription sunglasses and prescription contact lenses - up to \$200.00.

Firearms (duty weapon) will be replaced at the actual cost of the same or similar weapon.

- 15.3: BSO will provide replacement of all leather and nylon accessories required for a bargaining unit member's use, including keepers for the service weapon belt. Leather accessories to be replaced will be presented to the District Commander for inspection and approval prior to receiving a replacement. All damaged leather/nylon goods shall be returned to the BSO prior to giving the bargaining unit member a replacement.
- 15.4: Bargaining unit members will be issued a rechargeable flashlight at time of hire. Damaged flashlights or replacement parts due to normal wear will be the responsibility of BSO.

15.5: Bargaining unit members, while on duty in uniform, will be required to wear one of the following types of footwear:

1. Oxford or ankle boot with corfam upper, black in color.
2. Oxford or ankle boot with leather upper, black in color.
3. Combat /jump boot, leather upper, totally black in color, to include boots that are partly made of fabric and partly made of leather. All boots will be the lace up type.
4. Plain black leather sneakers. However, this footwear is not acceptable for special occasions requiring Class A uniforms, i.e., funerals, parades or other similar events.

15.6: All bargaining unit members will be provided, at five year increments, a longevity service bar to be worn on the uniform in conformance with the BSO Policy and Procedures Manual. Said service bar will be supplied at no cost to the employee. The Sheriff may opt to provide a service bar for the first five (5) year increment and a star to be attached to the bar for subsequent five (5) year periods.

## **ARTICLE 16**

### **UNIFORMS**

Two (2) PBA members will serve as representatives of the uniform committee. The PBA may submit recommendations for the improvements of said uniforms and other equipment. The Sheriff's decision shall be final.

## ARTICLE 17

### RETIREMENT

- 17.1: Each bargaining unit member, who retires upon normal retirement defined by FRS or separates under FRS medical disability shall receive his/her issued badge (suitable ID case), and identification card clearly marked "retired", including those bargaining unit members who are employed by the Sheriff's Office and are governed by a contract city pension plan.
- 17.2: Each bargaining unit member who qualifies for retirement, under normal retirement as defined by Florida Retirement System (FRS) shall receive a post retirement health insurance benefit equal to active duty members. Under said plan, the retiring member who is qualified to retire under FRS will receive two percent (2%) credit for each year of creditable service pro-rated by each full month of service with BSO up to a maximum of fifty percent (50%) of the total health insurance premium cost. The retiring bargaining unit member must meet all criteria and draw compensation from FRS within thirty-six (36) months of the last day of employment.
- 17.3: Those bargaining unit members who retire from a contract city pension plan and are employees of the Broward Sheriff's Office are eligible to remain in the Broward Sheriff's Office health care plan. Under said plan, the retiring member who is qualified to retire will receive two percent (2%) for each year of creditable service pro-rated by each full month of service with BSO, not to include contract city time to a maximum of fifty percent (50%) of the total health insurance premium cost. The retiring bargaining unit member must meet all criteria and draw retirement compensations within thirty-six (36) months of the last day of employment.
- 17.4: Bargaining Unit Members retiring after September 30, 2004 who do not wish to continue to participate in the BSO health plan at time of retirement may elect to receive a monthly stipend equal to the premium amount paid by the Sheriff on behalf of the employee for HMO coverage with the employees percentage discount applied as outlined in section 17.2. The level of coverage, HMO single or HMO family will be determined by the single or family coverage level maintained over the last 24 months by the employee. If the employee's level of coverage changed over the previous 24 months from the time of retirement, the employee will only be eligible to receive a stipend equal to the HMO single level of coverage to include the applicable discount percentage.**

**Stipend shall cease the immediate month following the member reaching age sixty-five (65) or Medicare eligibility, which ever comes first. Bargaining unit members retiring who no longer wish to participate in the health plan will not be eligible to re-enter the BSO health plan at any time in the future.**

## **ARTICLE 18**

### **AMERICANS WITH DISABILITIES ACT**

- 18.1: BSO may be required to take certain actions to comply with the Americans with Disabilities Act (“ADA”). These actions may be required to be maintained confidential under the ADA, yet impact upon bargaining unit members covered by this Agreement. Accordingly, BSO is permitted to take such action(s) in compliance with the ADA requirements without disclosure to the PBA or any affected bargaining unit member. In that event, no action taken by BSO, in compliance with ADA, is subject to the grievance procedure herein.
- 18.2: The PBA may request bargaining unit members to execute written waivers of the confidentiality requirements of the ADA and provide a copy of those waivers to BSO. In any case involving a waiver, the provisions of this Article regarding access to the grievance procedure shall not apply.
- 18.3: The parties agree to be bound by any subsequent federal regulations or interpretive guidelines as to the application of the ADA which apply in the context of collective bargaining.

## **ARTICLE 19**

### **WAGES**

The following salary schedule for bargaining unit members is hereby established upon funding by the Broward County Board of Commissioners. All salary changes take effect the first full pay period after the recited date in the following sections. Anniversary dates are defined within the Broward County Sheriff's Office Policy and Procedure manual.

- 19.1 Effective the first full pay period after October 1, 2004, the Sheriff will provide all bargaining unit members with a pay increase of three percent (3.0%) of their base salary, i.e., excluding incentive, longevity, supplemental or any additional pay.
- 19.2 Effective the first full pay period after October 1, 2005, the Sheriff will provide all bargaining unit members with a pay increase of three percent (3.0%) of their base salary, i.e., excluding incentive, longevity, supplemental or any additional pay.
- 19.3: Effective the first full pay period after October 1, 2006, the Sheriff will provide all bargaining unit members with a pay increase of three percent (3.0%) of their base salary, i.e., excluding incentive, longevity, supplemental or any additional pay.

## **ARTICLE 20**

### **LONGEVITY**

Bargaining unit members, after having completed twelve (12) years of continuous service, shall receive an increase in his/her base pay of five percent (5%). An additional increase of five percent (5%) shall be granted upon completing eighteen (18) years of continuous service. Both adjustments are contingent on the bargaining unit member remaining in his/her position without any pending performance concerns. Said adjustment(s) will be based on the bargaining unit member's ORIGINAL DATE OF HIRE regardless of the salary pay step the bargaining unit member is in at the time he/she attains the required number of years.

## ARTICLE 21

### SPECIAL BENEFITS

- 21.1: The Sheriff shall provide and pay full premiums for twenty five thousand (\$25,000) dollars group term life insurance policy with a double indemnity clause for accidental death for those bargaining unit members who are temporarily or permanently assigned to the helicopter or fixed wing section.
- 21.2: The Sheriff shall continue to provide a clothing allowance of three hundred seventy five (\$375.00) dollars per year for bargaining unit members working full-time in the following assignments: Investigators assigned to Criminal Investigations; specifically the Homicide, Robbery, EOD/Arson, Economic Crimes, Auto Theft (Auto Theft Task Force), Cold Case, Sexual Crimes, Aggravated Felonies, Abuse and Neglect, Mass Transit, District CI, SET Teams, Regional Narcotics, Street Crimes, Technical Support, Career Criminal, Fugitive, Gangs, Strategic Intelligence, and Crime Scene Detectives.
- a. Effective October 1, 2004, bargaining unit members working full time and assigned to CPIS will receive a clothing allowance of three hundred seventy five (\$375.00) dollars per year.
  - b. Effective October 1, 2006, bargaining unit members working full time and assigned to Traffic Homicide will receive a clothing allowance of three hundred seventy five (\$375.00) dollars per year.
  - c. During the term of this agreement if any other units are created BSO and the PBA agree to meet and confer to discuss whether such newly created unit (s) should be included in article 21.2.

Eligibility for clothing allowance shall be determined as of January 1 for service performed in the above specified assignments for the preceding year, and will be paid by January 30 on a pro-rata basis computed monthly for determination of eligibility and payment.

## **ARTICLE 22**

### **ADVANCE VACATION PAY PROVISIONS**

A bargaining unit member may request his/her accrued vacation or holiday leave pay in advance of his/her scheduled leave by submitting a request in writing (including approved leave slip) to the Finance Department, Payroll Division at least three (3) weeks prior to starting leave. This shall be limited to bargaining unit members on leave in excess of ten (10) working days.

## **ARTICLE 23**

### **BEREAVEMENT LEAVE**

During the term of this Agreement, each bargaining unit member shall be granted three (3) days of bereavement leave at his/her regular rate of pay in the event of death of the bargaining unit member's mother, father, spouse, registered domestic partners, brother, sister, son, daughter, grandchild, mother-in-law, father-in-law, the employee's natural grandparents. In the event the funeral occurs outside the State of Florida, five (5) days leave on the same terms and conditions shall be granted upon proof that the funeral and/or burial occur outside the State of Florida. Only full-time bargaining unit members are eligible for bereavement leave. The Sheriff reserves the right to require documentation supporting bereavement leave upon the bargaining unit member's return to work.

## **ARTICLE 24**

### **LIGHT DUTY ASSIGNMENTS**

- 24.1: A bargaining unit member may be allowed to return to work on light duty status upon the recommendation of his/her physician. The recommendation should be made only if there is a reasonable expectation that the bargaining unit member can return to work within sixty (60) working days and maintain current pay grade. Only up to twenty-five (25) light duty positions will be available. These positions will be utilized on a first come basis. The Sheriff in his sole and exclusive discretion may increase the number of light duty positions. (If BSO contracts with additional agencies then, the number of light duty positions will be negotiated.) The Sheriff or his designee has sole discretion to approve light duty status. A bargaining unit member who refuses a light duty assignment will forfeit any sick leave or disability benefit to which he/she would otherwise be entitled.
- 24.2: If a bargaining unit member is on light duty status he/she may not be allowed to drive a marked BSO Unit. If available, an unmarked take home unit will be made available to any bargaining unit member whose injury does not prevent him/her from driving. If a bargaining unit member does not have an assigned take home vehicle for more than three (3) consecutive days that bargaining unit member will receive the supplement noted in 28.2 (a) unless the bargaining unit member's injury prevents him/her from driving.

## ARTICLE 25

### COURT APPEARANCES

- 25.1: Any bargaining unit member who is required to appear as a witness in court as a direct result of employment with BSO shall be entitled to the following:
- a. Regular pay if called to testify during regularly scheduled work hours.
  - b. One and one-half (1 ½) times the bargaining unit member's straight time rate of pay with a minimum of three (3) hours including travel time, if called to testify (other than by the Sheriff's Office), appear in court, or present a case to the State Attorney's Office outside the bargaining unit member's regular hours of work, excluding sick leave.
  - c. Any bargaining unit member subpoenaed to testify, appear in court, or present a case to the State Attorney's Office within one (1) hour before the start or at the end of his/her tour of duty will be compensated at the rate of one and one-half (1 ½) times the bargaining unit member's straight time rate of pay for the actual time spent in court before or after his/her regular shift. Any time spent in court will be paid as continuous to the shift as outlined above. For purposes of this section, the court minimum would not apply.
  - d. 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 three (3) or more hours from the beginning time of the first subpoena. If it is less than three (3) hours from the beginning time of the first subpoena then it will be paid as continuous time. This provision is limited to two (2) minimum appearance fees daily.
- 25.2: A bargaining unit member subpoenaed 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 affairs, (such as performing a civic duty as a witness to a crime or an accident) will be allowed time off without pay for this purpose. Adequate prior notice must be provided by the bargaining unit member.
- 25.3: 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 unpaid leave). Adequate prior notice must be provided by the bargaining unit member to his/her command.

## ARTICLE 26

### ORDER TO RETURN TO WORK

26.1: 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 at the rate of one and one half times the bargaining unit member's straight time rate of pay for hours worked, with a minimum of three (3) hours paid.

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 one (1) hour before his/her scheduled shift or more than one (1) hour after his/her shift is completed.

26.2: This provision shall not apply in those instances when the overtime commences one hour 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.

26.3: 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 unit member's straight time rate of pay for hours worked with a minimum of three (3) hours paid. Such bargaining unit member shall not be charged leave for any such hours worked.

26.4: Bargaining unit members who work the ALPHA shift will be paid at their straight time rate of pay up to a maximum of one and one-half (1 ½) hours for time spent obtaining annual emissions testing and speedometer calibration for their BSO vehicles. Appropriate documentation of time spent for service shall be provided by the bargaining unit member to his/her command.

## ARTICLE 27

### OUT OF CLASSIFICATION PAY

- 27.1 The Sheriff may, at his discretion, assign a bargaining unit member covered by this Agreement to serve as temporary replacement for an absent supervisor. If such assignment exists, in excess of forty (40) hours per calendar year, the bargaining unit member shall be paid five (5%) percent above their current rate of pay for all work performed in the temporary position. Designated Field Training Officers are exempt from this Article.
- 27.2 Out of State Inmate Transportation. Only BSO Deputies who meet the specific qualifications listed below are eligible to apply for this assignment.
- a. This work will be performed by bargaining unit members on a voluntary, occasional and sporadic basis and in a capacity different from their regular employment.
  - b. Any bargaining unit member with sufficient accrued paid leave to cover the time required to complete the inmate transportation assignment is eligible for selection by the Director or designee.
  - c. The inmate transportation assignment may not conflict with the bargaining unit member's regularly scheduled shift without prior written authorization from the Director or designee.
  - d. Inmate transportation opportunities will be posted with a deadline for application. All eligible bargaining unit members may apply.
  - e. Selection of the bargaining unit member will be made on the basis of seniority from those eligible bargaining unit members who have submitted timely applications consistent with General Orders and/or the BSO Policy and Procedures Manual.
  - f. Selected bargaining unit members, in addition to the compensation received for use of accrued paid leave time, will receive travel expenses and a flat rate per diem stipend.

**ARTICLE 28**

**SUPPLEMENTAL PAY**

28.1: Bargaining unit members must complete the certification process as Field Training Deputies (FTD's) and must be designated as an active FTD by their respective command before they will receive a supplement to their base salary according to the following supplement schedule:

First year..... \$50.00 per month

Second year ..... \$100.00 per month

Third year .....\$150.00 per month

28.2: Bargaining unit members without assigned vehicles will receive a supplement to their base salary of three hundred fifty dollars (\$350.00) per month.

- a. Effective October 1, 2005 bargaining unit members without assigned vehicles will receive a supplement to their base salary of three hundred seventy-five dollars (\$375.00) per month.
- b. Consistent with its policies, procedures and management rights, BSO retains the right, in its sole discretion, to deny a take home vehicle and deny a vehicle supplement to bargaining unit members placed on restrictive administrative assignment, within the sole discretion of BSO.
- c. Where the restrictive administrative assignment and investigation result in termination of employment and the bargaining unit member suffered the loss of vehicle without supplement, the affected bargaining unit member, who otherwise has the right to arbitration for the termination of employment under the terms of the Collective Bargaining Agreement, may request the vehicle supplement as a lost benefit (like back pay) to be paid to him/her in the event of reinstatement and will be paid the prevailing vehicle supplement pursuant to the Collective Bargaining Agreement only if such amount is specifically awarded by the arbitrator upon reinstatement. BSO reserves the right to fully defend the termination at arbitration, including the right to challenge the award of any back pay and/or benefits in the event of reinstatement, including the vehicle supplement.
- d. Where the restrictive administrative assignment and investigation result in discipline less than termination of employment and more than a five-day suspension, and the bargaining unit member suffered the loss of vehicle without supplement, BSO will reimburse the member for the loss of the vehicle supplement for the period of the restrictive administrative assignment less any

period of suspension. However, BSO reserves the right to enumerate the loss of the vehicle supplement for any or all of the time period as part of the discipline accompanying the suspension. The affected Bargaining Unit member, who otherwise has the right to arbitration for the discipline at issue under the terms of the Collective Bargaining Agreement, may request the vehicle supplement as a lost benefit (like back pay to be paid to him in the event discipline is not sustained) and will be paid the prevailing vehicle supplement pursuant to the Collective Bargaining Agreement. BSO reserves the right to fully defend the discipline at arbitration, including the right to challenge the award of any benefit, including the vehicle supplement.

- e. Where the restrictive administrative assignment and investigation result in a counseling or discipline of a five-day suspension or less, which can be challenged only before the AAB, and the bargaining unit member suffered the loss of vehicle without supplement, BSO will reimburse the member for the loss of the vehicle supplement for the period of the restrictive administrative assignment.
- f. Where the restrictive administrative assignment results in disciplinary charges which are not sustained by BSO through its practice and procedure for investigating and reviewing charges and the bargaining unit member is returned to full duty without discipline, the member will be reimbursed for the vehicle supplement during the period of the restrictive administrative assignment, if the member was denied a vehicle and the supplement.

28.3: Bargaining unit members who are regularly assigned to operate aircraft will receive a supplement to their base salary of one hundred twenty five dollars (\$125.00) bi-weekly.

28.4: Bargaining unit members who are regularly assigned to the bomb/arson unit in a position which requires the location and removal of explosive materials will receive a supplement to his/her base salary of one hundred twenty five dollars (\$125.00) bi-weekly.

28.5:

- a. Bargaining unit members regularly assigned to Crime Scene, C. I., Regional Narcotics, Street Crimes, Dive Team, Motors, SWAT, Technical Support, DUI Task Force, CPIS, District SET Team and District CI will receive a seventy-five (\$75.00) dollar bi-weekly supplement to their base salary.
- b. Effective October 1, 2006, bargaining unit members regularly assigned to the K-9 unit will receive a seventy-five (\$75.00) dollar bi-weekly supplement to their base salary.

- c. Bargaining Unit Members regularly assigned to Crime Scene will receive a one hundred twenty-five (\$125.00) dollar bi-weekly supplement to their base salary.
  - d. During the term of this agreement if any other units are created BSO and the PBA agree to meet and confer to discuss whether such newly created unit (s) should be included in article 28.5.
- 28.6: The Sheriff reserves the right to convert any of the above-specified supplements to an hourly amount.
- 28.7 Except for the hazardous duty pay in section 28.8, the bargaining unit member can receive no more than one supplemental pay regardless of the number of concurrent special assignments. The bargaining unit member may choose the one supplemental pay he/she is to receive.
- 28.8: Members regularly assigned to uniformed road patrol on alpha shift, and not assigned to a specialty unit shall receive a bi-weekly supplement for hazardous duty pay in the amount of \$50.00.
- a. In order to qualify for this supplement, more than 50% of the Bargaining Unit Member's regularly scheduled shift must be after midnight.
- 28.9: Field Force members who do not receive supplemental pay per Section 28.5, will receive five (5%) above his/her base hourly pay for each hour 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.

**ARTICLE 29**

**TRAINING AND TUITION**

29.1: The training and tuition policy will continue as it is currently administered in Sections 29.2 through 29.5 of this Agreement.

29.2: The Sheriff will pay the following incentive pay for law enforcement related education as defined by the State of Florida Criminal Justice Standards and Training Commission to all eligible bargaining unit members covered by this Agreement pursuant to Florida Statutes.

a. Completed Associate's Degree or equivalent.....\$30.00 per month

Completed Bachelor's Degree (Four years of college).....\$50.00 per month

Completed Masters Degree...\$50.00 per month

29.3: Attendance at training related to a bargaining unit member's duties as a law enforcement officer, approved by the chain of command and training shall be attended in an on-duty status. However, this provision does not apply to career development (incentive) courses, unless specifically approved by the chain of command.

29.4: Payment for attendance at approved career development training courses shall continue as prescribed by Florida Statutes, Section 943.22.

29.5: No overtime provision shall accumulate or apply when training is accomplished outside of Broward County.

## **ARTICLE 30**

### **TRANSFERS**

- 30.1: It shall be the sole 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), if possible under the circumstances, as determined by the Sheriff, five (5) working days notice will be provided prior to the transfer. Upon mutual agreement by both parties this provision may be waived. Bargaining unit members attending in-service training are exempt from this provision.
- 30.2: Bargaining unit members who so request will be considered for assignment in the district closest to their residence of record.
- 30.3: 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. Until the next scheduled bid process to determine shift assignment, any member who is involuntarily transferred shall be entitled to pick his/her shift preference at the new work location or facility as determined by Article 7 of this Agreement.
- 30.4: This Article shall not apply to changes in assignments, shift or days off in the following departments: CI, Regional Narcotics, Street Narcotics and Vice, Technical Services, SET Teams (in all Districts) and other special units and/or special assignments with twenty-four (24) hour responsibilities or those in units where routine work requires frequent changing of work hours, except where the bargaining unit member's assignment, shift or days off are changed solely to avoid the payment of court related overtime. It is agreed that the Sheriff has the authority to change the shifts of the above listed assignments, shift and days off in order to provide the highest level of protection to the cities of Broward County. Further, it is understood that changes in assignments, shift or days off will not be made solely to avoid paying additional compensation bargaining unit member.

## **ARTICLE 31**

### **PERSONNEL RECORDS**

- 31.1: Each bargaining unit member covered by this Agreement, or legal representative so designated in writing by the bargaining unit member, shall have the right to inspect his/her official personnel file. 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 file, at a reasonable cost of reproduction.
- 31.2: Inspection of personnel files will be limited in accordance with Florida law.

## **ARTICLE 32**

### **DISCHARGE AND DISCIPLINE**

- 32.1: The procedure for investigation of bargaining unit members, which could lead to disciplinary action, demotion, or dismissal, shall be as outlined in the BSO Policy and Procedures Manual, as determined by the Sheriff, and the Florida Law Enforcement Officers Bill of Rights (Florida Statutes, 112.532).
- 32.2: Counseling, in either verbal or written format, shall not constitute discipline per se, but may be used by the Sheriff in cases where discipline is imposed for other reasons and may be utilized by the Department of Professional Compliance.

## ARTICLE 33

### GRIEVANCE PROCEDURE

33.1: Having a desire to create and maintain labor relations harmony between BSO and the PBA, the parties hereto agree that they will promptly attempt to adjust all complaints, disputes, controversies or other grievances arising between them involving questions of interpretation or application of the terms and provisions of this Agreement as provided herein.

33.2: A grievance shall be defined as any controversy or dispute arising between the parties involving questions of interpretation or application of the terms and provisions of this Agreement.

Bargaining unit members receiving disciplinary actions of a suspension of five (5) days or less, or a written reprimand shall be entitled only to review by the Administrative Appeal Board (hereinafter, "AAB").

33.3: Appeals to the AAB shall be submitted within ten (10) working days of the bargaining unit member's receipt of the final discipline (approved by the Department Head) by submitting the request to the Sheriff or his designee. The decision of the AAB shall be final and binding on both parties.

33.4: AAB Structure Representation:

1. The AAB will consist of three (3) BSO employees. Two (2) BSO employees will be selected from the PBA list of candidates. Candidates for the list will be selected as follows:
  - a. Bargaining unit members, via their union representatives, will submit thirty (30) employee candidates to the Sheriff.
  - b. The thirty (30) candidates will consist of thirty (30) bargaining unit members from the Department of Law Enforcement within the bargaining units representing deputies/sergeants and lieutenants.
  - c. The Sheriff or designee will select fifteen (15) candidates from the list provided. These selected candidates will be eligible to randomly serve on the AAB for a twelve (12) month period.
  - d. The Sheriff reserves the right to reject any submitted list of candidates without explanation and to request the submission of a revised list of candidates.
  - e. The third employee on each AAB will be selected by the Sheriff in his sole discretion. This candidate will be selected from within the bargaining units representing deputies/sergeant and lieutenants.

1. The AAB will meet periodically at a predetermined date and time to hear employee appeals.
2. The AAB members will alternate each month.
3. The AAB members will consist of:
  - a. Three (3) members from the Department of Law Enforcement to be selected as described at Section 1 above.
4. All three (3) members must be present for the AAB to convene.
5. The Assistant Inspector General or designee will assist the AAB with procedural questions in ruling upon questions or issues during the hearing process. After all questions have been answered and the hearing concluded, only members of the AAB shall remain in the hearing room to consider the merits of the appeal and render findings.

#### 33.5: Hearing Process:

1. Attendance by the bargaining unit member at the AAB hearing is not required. Therefore, any request for a continuance by the bargaining unit member should only be granted upon exceptional circumstances.
2. The AAB will hear and determine:
  7. Bargaining unit member requested cases involving a five (5) day suspension or less.
  8. Appeals based on previously filed written documents. No oral presentation may be made without supporting written documentation.
3. Bargaining unit members may appear before the AAB to provide a verbal statement restricted to those issues generally outlined in their written appeal, amendments thereto and any documents attached for consideration by the AAB. If the bargaining unit member chooses to appear, a representative of BSO will be permitted to appear before the AAB for the same purpose.
4. The Assistant Inspector General or designee will ensure that the bargaining unit member will be provided with copies of all documentation submitted to the AAB for its review including but not limited to, any BSO responses to the bargaining unit member's written appeal and any amendments thereto, no later than five (5) working days prior to the scheduled hearing.

5. The AAB, upon its review of the case and all written materials, will make one of the following findings:
  - a. Sustained
  - b. Not sustained

After sustaining any violation, the AAB will:

- a. Review the bargaining unit member's prior disciplinary history and record.
  - b. Consider the recommended discipline and either accept the recommended discipline, decrease the recommended discipline, or increase the recommended discipline.
  - c. No discipline imposed by the AAB may exceed the jurisdiction of the AAB.
6. A written explanation shall be provided by each AAB member, whenever the AAB does not sustain a charge or increases or decreases the discipline.
  7. The decision of the AAB will be binding on all parties, and no further appeal or grievance is permitted.
- 33.6: Disciplinary suspension of six (6) days or greater, demotion or termination shall be processed through the Professional Standards Committee and ultimately, if not resolved to the bargaining unit member's satisfaction, to Step Three as set forth below (arbitration).
- 33.7: Should differences or disputes arise concerning the terms and conditions of this Agreement between the parties to this Agreement or between the bargaining unit members covered herein and the Sheriff, the aggrieved party to this Agreement or any bargaining unit member(s), as the case may be, shall be required to use the following procedures.

### **Step 1**

When there is a basis for a grievance, the PBA representative on behalf of the bargaining unit member(s), shall present a written grievance specifying the nature of the grievance and the contract provision(s) allegedly violated to the bargaining unit member's department head, or designee, within seven (7) calendar days of the date on which the bargaining unit member(s) or the bargaining unit knew or could have reasonably known of the occurrence of the event allegedly giving rise to the grievance. Upon presentation of this written grievance to the department head, or designee, the bargaining unit member and the PBA shall attempt to resolve the dispute and, within seven (7) calendar days thereafter, the department head or

designee shall render a written decision to both the bargaining unit member(s) and to the PBA. If no decision is rendered within the time period, the grievance shall automatically advance to the next step.

## **Step 2**

In the event the aggrieved bargaining unit member is not satisfied with the written decision rendered pursuant to Step 1, above, the grievance shall be presented by the PBA within five (5) working days after receipt of the written answer above, to the Sheriff, or his designee, who shall, within ten (10) working days of the receipt of same, render a decision in writing. If no decision is rendered within the time period, the grievance shall automatically advance to the next step.

## **Step 3**

In the event a grievance processed through the grievance procedure set forth above has not been resolved, either party may file within fifteen (15) calendar days after the Sheriff, or his designee, renders a written decision on the grievance, a demand for arbitration upon the sheriff or his designee and a request to the Federal Mediation and Conciliation Services (FMCS) to furnish a panel of seven (7) names from which each party shall have the option of striking three (3) names thus leaving the seventh (7<sup>th</sup>) which will give a neutral or impartial arbitrator.

33.8

- a. BSO and the bargaining unit member (or the PBA) shall mutually agree in writing as to the statement of the grievance to be arbitrated prior to the arbitration hearing, and the arbitrator therefore, shall confine his decision to the particular grievance thus specified. In the event the parties fail to agree on the statement of the grievance to be submitted to the arbitrator, the arbitrator will confine his consideration and determination to the written statement of the grievance presented in Step 2 of the grievance procedure as well as BSO's response to same.
- b. The decision of said arbitrator shall be final and binding upon both parties. The arbitrator shall not be empowered to alter, amend, add to, or eliminate any provisions of this Collective Bargaining Agreement. Expenses incident to the services of the arbitrator shall be borne equally by both parties.

33.9: Application of this procedure shall foreclose and preclude the grievant from appealing to any other available procedure; whether internal or external, including any available remedy at law. Nothing in this Article shall require the PBA to process grievances for employees who are not members of the PBA, in conformity with Florida law. Bargaining unit member(s) or the PBA having selected the procedure contained herein to process a grievance shall be estopped from and waive the

right to use any other available procedure for processing grievances or claims.

33.10: The time limits provided in this Article shall be strictly observed, and may be extended only by written agreement of the parties. On a case by case basis, the parties may mutually agree to bypass any step or steps in the grievance procedure.

## **ARTICLE 34**

### **DRUG AND ALCOHOL TESTING**

- 34.1: BSO and the PBA have negotiated a Drug and Alcohol Free Workplace Policy and Work Rules (hereinafter, the "Policy") pursuant to the provisions of the Florida Drug-Free Workplace Program, as provided in Section 440.102, Florida Statutes (1997), and other applicable law. The Policy is incorporated herein and made a part of this Agreement. BSO's Policy prohibits illegal use of drugs and alcohol abuse, which might affect bargaining unit members in the performance of their duties. This policy gives BSO the right to test bargaining unit members under certain circumstances and also provides grounds for disciplining bargaining unit members who fail to comply with the Policy. All bargaining unit members must comply with the requirements of the Policy, and will be subject to appropriate disciplinary action, up to and including discharge, in the event of non-compliance with the Policy.
- 34.2: A copy of the Policy will be distributed to all current bargaining unit members and will be given to all newly hired bargaining unit members.
- 34.3: In the event that legislation and/or administrative regulations are enacted which amend, supplement or alter in any way the requirements set forth in the Florida Drug-Free Workplace Program, or which may enable BSO to reduce the cost or limit the increase in the cost of health, life, liability or workers compensation insurance premiums, BSO may change the Policy to comply with such legislation and/or administrative regulations. BSO will inform the PBA in writing prior to implementing any such change(s) in the Policy.

## ARTICLE 35

### CARE AND MAINTENANCE OF CANINES

- 35.1: Bargaining unit members who are canine handlers are responsible for the care and maintenance of the dog assigned to them. The care and maintenance of the assigned dog shall be reasonable as determined by appropriate supervisors. Canine handlers shall be required to prepare and submit a written Weekly Canine Care Report to the appropriate supervisor, which sets forth the date, time and task(s) performed with the assigned dog.
- 35.2: At the sole discretion of the Sheriff, care and maintenance of each dog may be required to be performed during times other than the canine handler's scheduled hours. If such care and maintenance is performed during a time other than a canine handler's, scheduled hours, as directed by the Sheriff or due to an emergency, the canine handler will receive six dollars (\$6.00).
- a. Effective the first full pay period after January 1, 2002, the canine handler will receive eight dollars (\$8.00) per hour at time and one half. This time will be paid for each day of the week for such care and maintenance.

## **ARTICLE 36**

### **INSURANCE**

#### 36.1: Health Insurance

Health insurance will be provided to bargaining unit members pursuant to the terms announced in the published rate and benefits schedule as described in Appendix "A". For subsequent calendar years covered by this Agreement, BSO agrees to provide similar health insurance benefits with no increases in the amounts of employee contributions towards premiums or deductibles from Appendix "A". Bargaining unit members covered by a BSO Health Plan will receive a Vision Plan at no cost to the bargaining unit member.

#### 36.2: Dental Insurance

- a. Dental insurance will be provided to the Bargaining Unit Members pursuant to the terms published in the BSO rate and benefits schedule for calendar year 2002. Should BSO offer another dental insurance program to other bargaining units or change benefits programs, then said benefits shall be provided to the Bargaining Unit Members covered by this agreement under the same terms and conditions of other employees.

#### 36.3: Life Insurance

- a. Life insurance coverage for bargaining unit members will be provided in an amount equal to one year base salary, and the cost shall be paid by BSO for the term of this agreement.
- b. Each bargaining unit member who qualifies for retirement under the Florida Retirement System (FRS) or from a contract city pension plan, is eligible to continue a \$24,000.00 life insurance policy under the group rates at the retiree's expense.

#### 36.4: Disability Insurance

- a. Disability insurance will be provided for any member who is disabled on or off the job.
- b. BSO agrees to pay seventy percent (70%) of the premium for any member of the bargaining unit who elects to participate in the disability coverage.

At least 60% of the bargaining unit members must elect to participate in this benefit in order for the Sheriff to provide disability insurance. If at least sixty

(60%) percent of the bargaining unit members do not participate, the Sheriff may, in his sole discretion, terminate this benefit.

36.5: Family Health Insurance

The Sheriff agrees to provide Family Health insurance benefits to bargaining unit members disabled due to certain on-duty injuries in accordance with the Alu-O'Hara Act (1996).

36.6: It is agreed that bargaining unit members may form an informal committee to provide recommendations regarding the medical insurance carriers and/or coverage and will meet and confer with the Director of the Bureau of Human Resources for review and consideration prior to the submissions of an RFP.

## ARTICLE 37

### VACATION & HOLIDAYS

37.1: During the term of this Agreement the following vacation periods shall be granted to bargaining unit members for the amount of time of continuous service with BSO as follows:

Years of Work Completed	Vacation Work Days
1 year - 3 years	10 days
4 years - 10 years	15 days
11 years and above	21 days

37.2: 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.

37.3: During the term of this Agreement, the Sheriff recognizes the following eleven (11) paid holidays:

NEW YEAR'S DAY  
MARTIN LUTHER KING JR. DAY  
PRESIDENT'S DAY  
MEMORIAL DAY  
INDEPENDENCE DAY  
LABOR DAY  
VETERAN'S DAY  
THANKSGIVING DAY  
FRIDAY AFTER THANKSGIVING DAY  
CHRISTMAS DAY  
ONE (1) FLOATING HOLIDAY

(Employees must be employed by January 1st to be eligible for the floating holiday.)

37.4: Bargaining unit members scheduled to work and who are directed to work a designated holiday shall be paid at the bargaining unit member's straight time rate of pay for all hours worked on the holiday, plus either eight (8) hours holiday pay at the straight time rate of pay or, at the bargaining unit member's option, eight (8) hours of compensatory time at the straight time rate of pay.

37.5: Bargaining unit members not scheduled to work, but who do work on a designated

holiday, shall receive the rate of one and one-half (1 1/2) times the hourly rate of the bargaining unit member's straight time rate of pay for all hours worked on the holiday, plus eight (8) hours pay for the holiday. Compensatory time shall be computed at one and one-half (1 1/2) times the hours worked.

37.6: Every effort will be made for each bargaining unit member to be scheduled off on at least one (1) of the holidays between (and including) Thanksgiving and New Year's Day.

37.7: a) Except as otherwise stated in this article, a bargaining unit member may not accrue more than a cumulative total of three hundred twenty (320) hours of holiday and vacation time. All accrued time in excess of three hundred twenty (320) hours or a "grand-fathered" cap will be lost by the bargaining unit member if not used within the calendar year. A bargaining unit member who has made reasonable attempts to use excess accruals and has been denied said requests shall submit a written request to the Director of Human Resources via the chain of command for authorization to carry excess accruals into the next calendar year.

**EXCEPTION: GRANDFATHER CLAUSE**

a) Bargaining unit members having accrued annual and holiday leave hours in excess of three hundred twenty (320) hours as of pay date October 7, 1994 shall be entitled to a "grand-fathered" cap of their accrued time as of that date.

b) DROP/Retirement Exception

Those bargaining unit members who are within one (1) year of retirement/ participating in the DROP may carry over up to one (1) year of annual leave and exceed the above 320 hour cap up to 500 hours of annual leave. A bargaining unit member must sign an irrevocable request, at the time of his/her decision.

**Example:**

A bargaining unit member has four hundred (400) hours of annual leave and eighty (80) hours of holiday leave on the accrual report for pay date October 7, 1994. This is over the three hundred twenty (320) cap maximum. This bargaining unit member would be grand-fathered in at four hundred eighty (480) hours. Before December 31 of each calendar year, the bargaining unit member will need to use any excess time over four hundred eighty

(480) hours or forfeit the time. This "grand-fathered" cap remains effective for each successive calendar year unless the bargaining unit member uses an amount of annual and/or holiday leave so as to reduce total accrued time below the cap as of December 31 of each calendar year. This new, lower balance of accrued time becomes the bargaining unit member's new-grand fathered cap.

**Example:**

A bargaining unit member has a “grand-fathered” cap of four hundred eighty (480) hours, but at the end of the calendar year (December 31), the bargaining unit member’s cumulative annual and holiday leave total is four hundred (400) hours. The bargaining unit member’s new “grand-fathered” cap is four hundred (400) hours.

**37.8 Personal Day**

Bargaining unit members covered by this Agreement will be allotted, on an annual basis, effective no later than February 1st of each year, one (1) personal day to be utilized at the discretion of the bargaining unit member, with prior approval from his/her immediate supervisor. The personal day must be utilized by December 31st of each year and cannot be accumulated for any reason

## **ARTICLE 38**

### **MILITARY**

- 38.1 The Sheriff will apply the Military Leave Policy as stated in the BSO Policy and Procedures Manual.

## **ARTICLE 39**

### **SICK LEAVE**

#### **39.1 Sick Time Payout.**

Years of service for this section shall be determined by hire date combining all BSO time, any Contract City time, and any time on the DROP Plan.

- a. Good standing, for this section, shall be determined as a bargaining unit member resigning or retiring without charges pending. If a bargaining unit member has been notified that charges are pending against him/her then said bargaining unit member must give a minimum of sixty (60) days notice of his/her resignation or retirement date. If the bargaining unit member is terminated prior to his/her resignation or retirement date, the bargaining unit member will not be considered leaving in good standing.
- b. Any bargaining unit member who is within sixty (60) days of his/her DROP date and has been notified that charges are pending against him/her that, if sustained, would likely result in termination as decided at the sole discretion of the Sheriff or his designee, will not be considered leaving in good standing. If the charges are subsequently not sustained by the Professional Standards Committee (PSC), the records will be amended to reflect that the bargaining unit member left in good standing and the bargaining unit member will be entitled to his/her sick leave payout to be paid within thirty (30) days at the employee's rate of pay at the time of separation. If the charges are subsequently sustained by the PSC, the PSC will then make a determination as to the level of discipline that would have been recommended had the employee still been employed with BSO. If the recommendation is anything less than termination, the records will be amended to reflect that the bargaining unit member left in good standing and the bargaining unit member will be entitled to his/her sick leave payout to be paid within thirty (30) days at the employee's rate of pay at the time of separation. If the recommendation is for termination, the bargaining unit member will not be considered leaving in good standing.

#### **Zero (0) to Ten (10) Years,**

Bargaining unit members, who have less than ten (10) years of service, will not receive any sick leave compensation upon separation from the agency.

#### **Ten (10) to Fifteen (15) Years,**

Bargaining unit members who have at least ten (10) years of service, but less than fifteen (15) years, will not receive any sick leave compensation upon separation from the agency for any reason other than normal retirement (defined by FRS) or contract city or the death

of the bargaining unit member.

Bargaining unit members leaving in good standing who have at least ten (10) years of service but less than fifteen (15) years, upon normal retirement (defined by FRS or contract city) or death, will receive, upon separation fifty (50%) percent of his/her unused accumulated sick leave up to a maximum of four hundred eighty (480) hours computed at the bargaining unit members current rate of pay.

#### Fifteen (15) to Twenty (20) Years

Bargaining unit members leaving in good standing who have at least fifteen (15) years of service but less than twenty (20) years of service, upon separation from the agency for any reason other than normal retirement (defined by FRS or contract city) or the death of the bargaining unit member will receive, upon separation twenty five (25%) percent of his /her unused accumulated sick leave up to a maximum of two hundred forty (240) hours, computed at the bargaining unit members current rate of pay.

Bargaining unit members leaving in good standing who have at least fifteen (15) years of service but less than twenty (20) years, upon normal retirement (defined by FRS or contract city) or the bargaining unit members death, will receive, upon separation sixty five (65%) percent of his/her unused accumulated sick leave up to a maximum of six hundred twenty four (624) hours, computed at the bargaining unit members current rate of pay.

#### Twenty (20) Years of Service

Bargaining unit members leaving in good standing who have at least twenty (20) years of service upon separation from the agency for reasons other than normal retirement (defined by FRS or contract city) or the death of the bargaining unit member will receive, upon separation twenty five (25%) percent of his/her unused accumulated sick leave up to a maximum of two hundred forty (240) hours, computed at the bargaining unit members current rate of pay.

Bargaining unit members leaving in good standing who have at least twenty (20) years of service, upon normal retirement (defined by FRS or contract city) or the bargaining unit member's death, will receive, upon separation one hundred percent (100%) of his/her unused, accumulated sick time up to a maximum of nine hundred sixty (960) hours, computed at the bargaining unit member's current rate of pay.

#### Twenty-Five (25) Years of Service

Bargaining unit members leaving in good standing who have at least twenty-five (25) years of service, upon normal retirement (defined by FRS or contract city) or the bargaining unit members death, will receive, upon separation one hundred percent (100%) of his/her unused accumulated sick leave up to a maximum of one thousand forty (1040) hours,

computed at the bargaining unit members current rate of pay.

### 39.2 PBA Sick Leave Donation

At the Sheriff's discretion, bargaining unit members may request sick leave donations to be provided solely by bargaining unit members within the PBA, in addition to the current BSO sick leave pool and/or donated leave program.

- a. All requests for sick leave donations must be limited to extenuating or catastrophic circumstances and forwarded to the Sheriff for approval prior to receiving donated sick leave. The requesting member must have applied for the BSO donated leave program and have received denial or the maximum benefit payable prior to requesting additional sick leave donations from the PBA Sick Leave Donation Program.
- b. The maximum number of donated sick hours a bargaining unit member may receive and utilize is three hundred and twenty (320) hours per calendar year.
- c. The maximum number of hours a bargaining member may donate is four (4) hours per calendar year. The hours donated to a receiving bargaining unit member will only be deducted from the donating employee's bank on an as needed basis in the order of receipt from the donated member. No hours will be allowed to be pooled for use on a future date or occurrence.
- d. Donating members must have a minimum of 500 hours of sick leave accruals to be eligible to donate.

## **ARTICLE 40**

### **PROBATION**

- 40.1: The probationary period shall be regarded as an integral part of the employment process. It shall be utilized for closely observing the bargaining unit member's work and for securing the most effective adjustment of the new bargaining unit member to his/her position, and for "separating" bargaining unit members whose performance does not meet the required standards.
- 40.2: The standard probationary period for all new bargaining unit members will be twelve (12) months of continuous (not counting worker's compensation time, family and medical leave act time, or time in suspension as a result of discipline) employment from the date that the bargaining unit member obtains certification and is working as a full-time bargaining unit member of BSO. Bargaining unit members will be considered probationary until they have performed the duties of a full-time certified law enforcement deputy for twelve (12) consecutive months. Prior to expiration of this time period, the Sheriff shall either: (1) approve retention of the bargaining unit member, at which time the bargaining unit member shall be granted permanent status; or (2) extend the bargaining unit member's probation for up to an additional six (6) months; or (3) in the event the Sheriff shall fail to approve retention, the bargaining unit member shall automatically be separated from employment, said separation being absolutely final, with no rights of appeal to any authority including either the grievance/arbitration procedure contained herein, or any disciplinary review process established by the Sheriff's policy and procedure.
- 40.3: During a bargaining unit member's probationary period, he/she, serves at the will and pleasure of the Sheriff. Accordingly, a probationary bargaining unit member may not grieve, or otherwise challenge by any other available procedure, any decision involving discipline and/or discharge. A probationary bargaining unit member who has been promoted may not grieve, or otherwise challenge by any other available procedure, any decision involving demotion to his/her former position.
- 40.4: During the initial probationary period, no bargaining unit member may request a voluntary transfer.
- 40.5: The Sheriff may evaluate the performance of bargaining unit members during their initial probationary period. Any such evaluation may be discussed with the bargaining unit member, and he/she will be counseled as to any problems that may reasonably cause him or her not to be granted permanent status.
- 40.6: In the event a bargaining unit member received a promotion from a lower to a higher position, that bargaining unit member shall serve a probationary period of nine (9) months of continuous employment from the date of promotion. Effective

immediately upon promotion, the bargaining unit member will receive no less than the basic rate of pay for the promoted classification. Upon the expiration of said nine (9) month time period, the appropriate official of BSO may recommend retention of the bargaining unit member in the position to which he was promoted. In the event the Sheriff fails to approve retention, the bargaining unit member shall automatically revert to his/her former position, without loss of (previous) rights or benefits unless the bargaining unit member is terminated for disciplinary reasons. Such reversion may not be appealed through the grievance/arbitration procedure.

**ARTICLE 41**  
**PROMOTIONAL OPPORTUNITIES**

- 41.1: Promotional examinations for the position of sergeant and/or lieutenant, will be posted at least ninety (90) days in advance of the examination with the posting to include:
- a. The date the written examination is to be given;
  - b. The type of examination (written, oral, other);
  - c. The weight assigned to each step of the process;
  - d. The reading list (i.e., study materials) for the written examination.
- Participants will be notified of the location of the examination at least 14 days prior to the actual examination date.
- 41.2: BSO agrees to maintain a promotional eligibility list for the positions of sergeant and lieutenant for a period of two (2) years. A promotional exam will be given no later than ninety (90) days after the depletion of any eligibility list.
- 41.3: All promotions shall be made from the eligibility list in existence at the time of the promotion.
- 41.4: The promotional eligibility list shall be maintained in alphabetical order and not by any rank order of entitlement to promotion. The Sheriff has full discretion in selection from the eligibility list.

## ARTICLE 42

### REPRODUCTION OF AGREEMENT

The parties to this Agreement will split the cost of reproducing **two thousand (2000)** copies of this Agreement and the Sheriff will then be entitled to three hundred copies for distribution as he deems appropriate.

## **ARTICLE 43**

### **SAVINGS CLAUSE**

If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by any court of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force and effect. In the event of the foregoing, the parties agree to renegotiate a replacement provision, after written notice.

**ARTICLE 44**

**TERM OF AGREEMENT**

This Agreement shall become effective upon its ratification by both parties and, thereafter, shall be effective from October 1, 2004 through and including September 30, 2007.

BROWARD COUNTY POLICE BENEVOLENT ASSOCIATION  
KENNETH C. JENNE, II  
SHERIFF OF BROWARD COUNTY

By:

Date:

Title:

Date:

DEPARTMENT OF LEGAL AFFAIRS:

Date:

WITNESSES:

WITNESSES:

## APPENDIX "A"

Effective the first full pay period after December 1, 2004, the bargaining unit member's insurance contributions will be increased as follows:

HMO	Single Coverage not to exceed	\$ 11.00 per month
HMO	Family Coverage not to exceed	\$ 30.00 per month
POS	Single Coverage not to exceed	\$ 15.32 per month
POS	Family Coverage not to exceed	\$ 49.80 per month
PPO	Single Coverage not to exceed	\$ 20.00 per month
PPO	Family Coverage not to exceed	\$ 54.00 per month

### Insurance Benefit Co-Pay Summary

(Rates effective as of: January 1, 2002)

HMO-POS Specialist Co-Pay	\$ 10.00
Out-Patient Surgery	\$ 100.00
Hospitalization	\$ 150.00
PPO Out-of-Pocket Maximums:	
Single:	\$1,450.00
Family:	\$2,900.00
Deductibles:	
Single:	\$ 250.00
Family:	\$ 500.00

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