

**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**PALM BEACH COUNTY SHERIFF'S OFFICE**  
**AND**  
**PALM BEACH COUNTY**  
**POLICE BENEVOLENT ASSOCIATION**  
**LAW ENFORCEMENT**  
**AGREEMENT**  
**OCTOBER 1, 2009 THROUGH SEPTEMBER 30, 2012**

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**ARTICLE 1**  
**PREAMBLE**

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

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

## **ARTICLE 2 RECOGNITION**

### Section 1.

The Sheriff recognizes the PBA as the sole and exclusive bargaining agent for the bargaining unit of employees as certified by the Public Employees Relations Commission, Certification #1417, #1416, and #1503, 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, all managerial or confidential appointees or employees, and part-time employees.

### Section 2.

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

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

**ARTICLE 3  
NON-DISCRIMINATION**

Section 1.

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

Section 2.

Both the PBSO and the PBA oppose discrimination 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 October. All unused donated time will be carried over from year to year.

Section 4.

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

Section 5.

Charges against the PBA time pool shall be documented by the use of a TAMS Overtime Leave Approval Form to be completed for each request. The form shall have the approval of the signatures of the Sheriff or his designee, and the Association President or his or her designee. The above form must be submitted to the Sheriff or his designee a minimum of 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 an electronic report of the usage of the union time pool on a monthly basis.

Section 7.

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

Section 8.

PBA time shall be included as time worked.

**ARTICLE 7**  
**NO SOLICITATION AND USE OF BULLETIN BOARDS**

Section 1.

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

Section 2.

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

Section 3.

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

## **ARTICLE 8 PROBATION**

### Section 1.

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

### Section 2.

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

## **ARTICLE9 DISCIPLINE**

### Section 1.

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

### Section 2.

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

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

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

### Section 3.

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

If a bargaining unit member works shifts longer than eight (8) hours, any portion of a shift remaining after serving the suspension may be worked by the member, or subject to the

member's use of compensatory time or accrued annual leave, at the discretion of the bargaining unit member. For example, if a bargaining unit member works 11.5 hour shifts and is suspended for one (1) day, the member may choose to work the three and one-half (3.5) hours remaining of his or her shift after or before serving the eight (8) hour suspension, or may choose to utilize 3.5 hours of compensatory time or annual leave hours in lieu of working said 3.5 hours. If a bargaining unit member works ten (10) hour shifts and is suspended for two (2) days, the member may choose to work the four (4) hours remaining of his shift after or before serving the second "day" of the suspension, or may choose to utilize 4 hours of compensatory time or annual leave in lieu of working said 4 hours. The use of compensatory time or annual leave shall not be denied for the purpose of completing a shift, or portion thereof, remaining as a result of a suspension.

## **ARTICLE 10 SENIORITY**

### Section 1.

Seniority, as used herein, is defined as the right accruing to bargaining unit members through continuous time in grade and classification, while employed by PBSO, which entitles them to certain considerations and preferences as provided for in this Agreement. Seniority is governed by existing law enforcement service agreements, for those bargaining unit members who became employees of PBSO, pursuant to said service agreements. Seniority shall accumulate during approved absence due to illness, injury, vacation leave, 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. Said break in service shall not disqualify a former sergeant or lieutenant from application for, and the taking of, the next sergeants' promotional exam. Said break in service shall not disqualify a former deputy sheriff from application for the Career Deputy Program. This provision shall not apply to bargaining unit members who have retired and begun collecting retirement benefits.

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 15<sup>th</sup> 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 areas and may not transfer into a specialized unit (i.e. Narcotics, K-9, Motors, etc.) for two (2) years in order to keep their classification.

Bargaining unit members who become employees of PBSO pursuant to a LESA who are assigned to specialized units within those service areas will remain in that specialized unit, subject to a six-month evaluation period, provided that the LESA contains a provision to maintain that specialized unit.

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.

When a bargaining unit member transfers out of the contract service area, their seniority for shift bid shall be based on the date hired by PBSO.

Section 6.

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

Section 7.

Service, as a full-time PBSO Law Enforcement Recruit, will count toward a unit member's seniority.

**ARTICLE 11  
COMMUNICATIONS POLICY**

Section 1.

The PBA President, or his/her designee, will be placed on the contact list maintained by PBSO's Communications Division and will be notified in any situation in which a bargaining unit member is seriously injured, 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 12  
LEAVE POLICY**

Section 1.

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

Section 2.

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

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

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

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

### Section 3.

Annual leave may be accrued to a maximum of five hundred (500) hours and is payable upon entering the DROP and/or upon separation of employment, unless at the time of entry into the DROP or at the time of separation of employment, the unit member's FRS benefits have been forfeited or their certification has been revoked. If there is an investigation or charges pending at the time of entry into the DROP or at 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 annual leave up to a maximum of eight hundred and fifty (850) hours.

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

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

### Section 4.

Any bargaining unit member who has sustained 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.

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

**ARTICLE 13  
SICK LEAVE**

Section 1.

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

Section 2.

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

<u>Years of Continuous Service</u>	<u>Payout</u>
Greater than 5 to 10	50%
Greater than 10 to 25	100% of first 480 and 50% of remaining hours
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.

Section 3.

Sick Leave accrual will not be paid to unit members who, at the time of separation of employment, have had their FRS benefits forfeited or their certification 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 Sick Leave shall be suspended until a final determination is made as to the status of FRS benefits and certification.

**ARTICLE 14  
MILITARY**

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

## **ARTICLE 15 HOLIDAYS**

### Section 1.

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

### Section 2.

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

### Section 3.

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

### Section 4.

Holiday time may be accrued to a maximum of 200 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.

On the pay period ending nearest January 31<sup>st</sup> of each year, the PBSO shall contribute an amount equal to four (4) hours of holiday time per bargaining unit position to the Union Time Pool.

## **ARTICLE 16 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 17**  
**CALL BACK, ON-CALL AND EMERGENCIES**

Section 1.

Bargaining unit members who have left the work place and who are ordered or otherwise directed to return to work more than one hour after completing their scheduled shifts 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 18**  
**OUT OF CLASSIFICATION PAY**

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

**ARTICLE 19  
ASSIGNMENT PAY**

Section 1.

All bargaining unit members 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.

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

- Assistant Public Information Officer
- Trainer
- Accident Investigator
- Agent
- Detective
- Investigator
- Motor
- K-9
- Marine Unit
- Bargaining Unit Members assigned to Internal Affairs
- Civil
- DUI
- Permit Office (It is understood and agreed that Permit Office personnel shall not work Permits)
- Aviation Unit

Only bargaining unit members shall be eligible to apply for full time assignment to specialty units.

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.

Section 6.

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

**ARTICLE 20  
PERSONNEL RECORDS**

Section 1.

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

Section 2.

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

## **ARTICLE 21 HEALTH INSURANCE**

### Section 1.

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

### Section 2

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

### Section 3.

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

### Section 4.

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

**ARTICLE 22  
UNIFORMS AND EQUIPMENT**

Section 1.

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

Uniforms and equipment shall be subject to General Order #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 General Order # 230.01, except as modified below:

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

Wrist watches – limited to \$100.00

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

**ARTICLE 23  
TAKE HOME VEHICLES**

Section 1.

Except as otherwise provided by PBSO policy not in conflict with this Agreement, all bargaining unit members are required to drive, and to be responsible for, PBSO vehicles.

Assigned vehicles shall ordinarily be authorized for law enforcement deputy sheriffs and employees where a take home vehicle would be appropriate based on the employee's 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, who reside in Palm Beach County, shall pay a fuel charge through payroll deduction of twenty-five dollars and no cents (\$25.00) per pay period. Unit members assigned a take home vehicle, who reside in all other counties listed in Section 2 above, shall pay a fuel charge through payroll deduction of thirty dollars and no cents (\$30.00) per pay period.

Section 4.

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

**ARTICLE 24**  
**IN-VEHICLE MOBILE VIDEO, AUDIO SYSTEM, AND GPS**

Section 1:

The PBSO in-vehicle mobile video and audio recording systems cannot and shall not be activated by any person(s) other than those persons in control of the vehicle.

The PBSO utilization of video and audio recordings from in-vehicle mobile video systems, in internal investigations which involved only non-criminal policy violations of PBA bargaining unit members, shall be governed as follows:

- A) Any and all such recordings shall be provided to the bargaining unit member who is the subject of an investigation prior to the investigative interview of the bargaining unit member.

Section 2:

The PBSO's utilization of data from electronic positioning systems contained within PBSO laptops, in internal investigations which involve only non-criminal policy violations of PBA bargaining unit members, shall be governed as follows:

- A) Any and all such data may not establish the existence of any fact in controversy absent some corroborating information.
- B) Any and all such data shall be provided to the bargaining unit member who is the subject of an investigation prior to the investigative interview of the bargaining unit member if the PBSO is considering such data in the course of its investigation.

**ARTICLE 25  
TUITION REIMBURSEMENT**

Section 1.

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

Section 2.

Tuition reimbursement is limited to a maximum of five thousand dollars (\$5000.00) per member, per 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 26  
EXTRA DUTY EMPLOYMENT**

Section 1.

Only bargaining unit members may be assigned to perform extra duty employment not requiring the services of law enforcement personnel holding the rank of captain or higher.

It is understood and agreed that personnel holding the rank of captain and/or higher shall not perform extra duty unless and until such employment cannot be provided (e.g. filled) by bargaining unit members.

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

Rank	Member Gross Pay	Client Charge
Deputy	\$ 33.00	\$ 42.00
Supervisor	38.00	49.00
OIC	43.00	55.00

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).

#### Section 5.

Only bargaining unit members may be assigned to closed permits. Closed permits shall be agreed upon by the Parties herein in writing. Bargaining unit members choosing to work a closed permit shall be ineligible for assignment to any and all other extra duty permit employment.

**ARTICLE 27  
WORKWEEK AND OVERTIME**

Section 1.

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

Section 2.

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	4/3 (10 hours)
Warrants	4/3 (10 hours)
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	4/3 (10 hours)
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	4/3 (10 hours)
Robbery	4/3 (10 hours)
Homicide/ Cold Case	4/3 (10 hours)
Homicide	5/2, 5/3 (161 Total hours per pay period)
Auto Theft	5/2 (8 hours/ 3 min)
Gang Unit	5/2 (8 hours/ 3 min)
JAM Unit	4/3 (10 hours)
Narcotics- Interdiction	4/3 (10 hours)
Narcotics- Prescription	5/2 (8 hours/ 3 min)
Narcotics- Street Teams	4/3 (10 hours)

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 two hundred (200) hours, inclusive of conversion to the time and one half rate.

Section 4.

All requests for the use of earned compensatory time shall be granted if a member requests to use compensatory time at least fourteen (14) calendar days in advance. If less than fourteen (14) calendar days notice is provided, the granting of the request shall be at the discretion of the division commander. This provision shall not apply to major holidays or upon the Sheriff's determination that the agency is, or will be, in a state of emergency.

Section 5.

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

Section 6.

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 7.

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 8.

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 28 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.

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

### Section 3.

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

### Section 4.

Bargaining unit members, within the same rank and unit, may exchange shifts within the same 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 19 "Assignment Pay," for deputies, sergeants and lieutenants, such vacancies shall be posted electronically at least fourteen (14) days in advance of the interviews for such vacancies. When an eligibility list is established, the list will remain in effect for one (1) year.

When a member is selected for a specialty unit, he or she shall be transferred to that unit within sixty (60) calendar days.

**ARTICLE 29  
SALARY PLAN**

Section 1.

Unit members shall continue to receive merit step increases pursuant to the PBSO pay plan in effect on October 1, 2009.

Section 2.

The salary plan for unit members during the contract period is set forth below:

Position	Current Grade Name	Annual
LE/COR DS	250.290	47,220
LE/COR DS	250.310	49,356
LE/COR DS	250.330	51,588
LE/COR DS	250.350	53,916
LE/COR DS	250.370	56,352
LE/COR DS	250.390	58,896
LE/COR DS	250.410	61,548
LE/COR DS	250.430	64,332
LE/COR DS	250.450	67,236
LE/COR DS	250.470	70,272
Career 1 DS	290.330	51,588
Career 1 DS	290.350	53,916
Career 1 DS	290.370	56,352
Career 1 DS	290.390	58,896
Career 1 DS	290.410	61,548
Career 1 DS	290.430	64,332
Career 1 DS	290.450	67,236
Career 1 DS	290.470	70,272
Career 1 DS	290.490	73,440
Career 1 DS	290.510	76,752

Position	Current Grade Name	Annual
Career 2 DS	310.350	53,916
Career 2 DS	310.370	56,352
Career 2 DS	310.390	58,896
Career 2 DS	310.410	61,548
Career 2 DS	310.430	64,332
Career 2 DS	310.450	67,236
Career 2 DS	310.470	70,272
Career 2 DS	310.490	73,440
Career 2 DS	310.510	76,752
Career 2 DS	310.530	80,208
Career 3 DS	330.370	56,352
Career 3 DS	330.390	58,896
Career 3 DS	330.410	61,548
Career 3 DS	330.430	64,332
Career 3 DS	330.450	67,236
Career 3 DS	330.470	70,272
Career 3 DS	330.490	73,440
Career 3 DS	330.510	76,752
Career 3 DS	330.530	80,208
Career DS/Pilot 4	350.390	58,896
Career DS/Pilot 4	350.410	61,548
Career DS/Pilot 4	350.430	64,332
Career DS/Pilot 4	350.450	67,236
Career DS/Pilot 4	350.470	70,272
Career DS/Pilot 4	350.490	73,440
Career DS/Pilot 4	350.510	76,752
Career DS/Pilot 4	350.530	80,208

Career DS/Pilot	4	350.550	83,820
Career DS/Pilot	4	350.570	87,600

Position	Current Grade Name	Annual
Sergeant	390.490	73,440
Sergeant	390.510	76,752
Sergeant	390.530	80,208
Sergeant	390.550	83,820
Sergeant	390.570	87,600
Sergeant	390.590	91,548
Sergeant	390.610	95,676
Lieutenant	450.610	95,676
Lieutenant	450.630	99,984
Lieutenant	450.650	104,484
Lieutenant	450.670	109,200

**ARTICLE 30  
CAREER PATH**

Section 1.

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

Section 2.

Attainment of Career Deputy status is not a promotion and does not change the member's merit review date. Pay raises as a result of the career path shall be effective on the date of attaining such status.

Section 3.

Bargaining unit members reclassified to Career Deputy, or current Career Deputies reclassified to the next level, on the same date they would have received a merit increase, shall receive both the merit increase (Grade/Step Progression) and a one (1) step reclassification increase.

**ARTICLE 31  
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 paid FMLA leave, paid sick leave, workers' compensation leave, annual leave and military leave.

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

## **ARTICLE 32 PROMOTIONS**

### Section 1.

Promotions will be made pursuant to General Order #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.

Bargaining unit members must apply on-line by submitting an Oracle iRecruitment, electronic Internal Application for the posted position by the specified closing date in the promotion announcement.

Unit Members must request Veteran's Preference and submit documentation in support of such request at the time of application.

Members are required to use Power DMS to review and obtain copies of the promotion packet, including the minimum criteria for consideration, and then electronically sign, acknowledging receipt.

Section 6.

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 7.

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 8.

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 9. 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 or PBSO Law Enforcement Recruit immediately prior to the expiration of the previous promotional list.

Section 10. 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.

Section 11.

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.

**ARTICLE 33**  
**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 34 ALTERNATE DUTY ASSIGNMENTS**

### Section 1.

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

### Section 2.

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

### Section 3.

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

**ARTICLE 35  
CARE AND MAINTENANCE OF CANINES**

Section 1.

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.

Section 2.

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.

Section 3.

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."

Section 4.

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.

Section 5.

Any additional veterinary, medications or dietary needs will be the sole responsibility of the officer.

Section 6.

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 36 FUNERAL EXPENSES**

### Section 1.

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.

### Section 2.

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

**ARTICLE 37**  
**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 38  
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 39 GRIEVANCE AND ARBITRATION PROCEDURE**

### Section 1. Grievance Procedure

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

Unit members may appeal disciplinary suspensions of greater than two days, disciplinary demotions or discharges by either using the procedure in this Article or the Career Service Employees Act (General Order #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.

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

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

### Section 2.

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

Step 1. The aggrieved employee with or without a union representative may present a written grievance to his/her Captain 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 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 (5) working days after the receipt of the list, the parties shall meet and alternately cross out the names on the list, and the remaining name shall be the arbitrator. The party bringing the grievance shall cross out the first name. Failure of the parties to select an arbitrator within thirty (30) calendar 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 Florida law.
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 and/or the Union Representative on behalf of all PBA members aggrieved.

#### Section 6.

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

**ARTICLE 40**  
**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 41**  
**POLICE OFFICER'S AND CORRECTIONAL OFFICER'S BILL OF**  
**RIGHTS/RECORDS RETENTION**

I. In the investigation of all bargaining unit members, PBSO agrees to follow all provisions of law set forth in Florida Statutes, Sections 112.532, 112.533, and 112.534, commonly known as the "Police Officers Bill of Rights".

**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 that could lead to disciplinary action, suspension, demotion, or dismissal, the interrogation must 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 must be informed of the nature of the investigation before any interrogation begins, and he or she must be informed of the names of all complainants. All identifiable witnesses shall be interviewed, whenever possible, prior to the beginning of the investigative interview of the accused officer. The complaint, all witness statements, including all other existing subject officer statements, and all other existing evidence, including, but not limited to, incident reports, GPS locator information, and audio or video recordings relating to the incident

under investigation, must be provided to each officer who is the subject of the complaint before the beginning of any investigative interview of that officer. An officer, after being informed of the right to review witness statements, may voluntarily waive the provisions of this paragraph and provide a voluntary statement at any time.

(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 may not be subjected to offensive language or be threatened with transfer, dismissal, or disciplinary action. A promise or reward may not be made as an inducement to answer any questions.

(g) The formal interrogation of a law enforcement officer or correctional officer, including all recess periods, must 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 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 before commencing the interrogation.

(i) At the request of any law enforcement officer or correctional officer under investigation, he or she has the right to be represented by counsel or any other representative of his or her choice, who shall be present at all times during the interrogation whenever the interrogation relates to the officer's continued fitness for law enforcement or correctional service.

(j) Notwithstanding the rights and privileges provided by this part, this part does not limit the right of an agency to discipline or to pursue criminal charges against an officer.

(2) COMPLAINT REVIEW BOARDS.--A complaint review board shall be composed of three members: One member selected by the chief administrator of the agency or unit; one member selected by the aggrieved officer; and a third member to be selected by the other two members. Agencies or units having more than 100 law enforcement officers or correctional officers shall utilize a five-member board, with two members being selected by the administrator, two members being selected by the aggrieved officer, and the fifth member being selected by the other four members. The board members shall be law enforcement officers or correctional officers selected from any state, county, or municipal agency within the county. There shall be a board for law enforcement officers and a board for correctional officers whose members shall be from the same discipline as the

aggrieved officer. The provisions of this subsection shall not apply to sheriffs or deputy sheriffs.

(3) CIVIL SUITS BROUGHT BY LAW ENFORCEMENT OFFICERS OR CORRECTIONAL OFFICERS.--Every law enforcement officer or correctional officer shall have the right to bring civil suit against any person, group of persons, or organization or corporation, or the head of such organization or corporation, for damages, either pecuniary or otherwise, suffered during the performance of the officer's official duties, for abridgment of the officer's civil rights arising out of the officer's performance of official duties, or for filing a complaint against the officer which the person knew was false when it was filed. This section does not establish a separate civil action against the officer's employing law enforcement agency for the investigation and processing of a complaint filed under this part.

(4)(a) NOTICE OF DISCIPLINARY ACTION.--A dismissal, demotion, transfer, reassignment, or other personnel action that might result in loss of pay or benefits or that might otherwise be considered a punitive measure may not be taken against any law enforcement officer or correctional officer unless the law enforcement officer or correctional officer is notified of the action and the reason or reasons for the action before the effective date of the action.

(b) Notwithstanding 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 or the officer's representative shall, upon request, be provided with a complete copy of the investigative file, including the final investigative report and all evidence, and with the opportunity to address the findings in the report with the employing law enforcement agency before imposing 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 does not 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, disciplinary action, suspension, demotion, or dismissal may not 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 the 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. If 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 specific action sought, including length of suspension, if applicable. Notice to the officer must 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 is 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 is 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.
5. The running of the limitations period may be tolled for emergencies or natural disasters during the time period wherein the Governor has declared a state of emergency within the jurisdictional boundaries of the concerned agency.
6. The running of the limitations period is tolled during the time that the officer's compliance hearing proceeding is continuing beginning with the filing of the notice of violation and a request for a hearing and ending with the written determination of the compliance review panel or upon the violation being remedied by the agency.

(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.

### **112.533 Receipt and processing of complaints.--**

(1)(a) Every law enforcement agency and correctional agency shall establish and put into operation a system for the receipt, investigation, and determination of complaints received by such agency from any person, which shall be the procedure for investigating a complaint against a law enforcement and correctional officer and for determining whether to proceed with disciplinary action or to file disciplinary charges, notwithstanding any other law or ordinance to the contrary. When law enforcement or correctional agency personnel assigned the responsibility of investigating the complaint prepare an investigative report or summary, regardless of form, the person preparing the report shall, at the time the report is completed:

1. Verify pursuant to s. 92.525 that the contents of the report are true and accurate based upon the person's personal knowledge, information, and belief.
2. Include the following statement, sworn and subscribed to pursuant to s. 92.525:

"I, the undersigned, do hereby swear, under penalty of perjury, that, to the best of my personal knowledge, information, and belief, I have not knowingly or willfully deprived, or allowed another to deprive, the subject of the investigation of any of the rights contained in ss. 112.532 and 112.533, Florida Statutes."

The requirements of subparagraphs 1. and 2. shall be completed prior to the determination as to whether to proceed with disciplinary action or to file disciplinary charges. This subsection does not preclude the Criminal Justice Standards and Training Commission from exercising its authority under chapter 943.

(b)1. Any political subdivision that initiates or receives a complaint against a law enforcement officer or correctional officer must within 5 business days forward the

complaint to the employing agency of the officer who is the subject of the complaint for review or investigation.

2. For purposes of this paragraph, the term "political subdivision" means a separate agency or unit of local government created or established by law or ordinance and the officers thereof and includes, but is not limited to, an authority, board, branch, bureau, city, commission, consolidated government, county, department, district, institution, metropolitan government, municipality, office, officer, public corporation, town, or village.

(2)(a) A complaint filed against a law enforcement officer or correctional officer with a law enforcement agency or correctional agency and all information obtained pursuant to the investigation by the agency of the complaint is confidential and exempt from the provisions of s. 119.07(1) until the investigation ceases to be active, or until the agency head or the agency head's designee provides written notice to the officer who is the subject of the complaint, either personally or by mail, that the agency has either:

1. Concluded the investigation with a finding not to proceed with disciplinary action or to file charges; or
2. Concluded the investigation with a finding to proceed with disciplinary action or to file charges.

Notwithstanding the foregoing provisions, the officer who is the subject of the complaint, along with legal counsel or any other representative of his or her choice, may review the complaint and all statements regardless of form made by the complainant and witnesses and all existing evidence, including, but not limited to, incident reports, analyses, GPS locator information, and audio or video recordings relating to the investigation, immediately before beginning the investigative interview. All statements, regardless of form, provided by a law enforcement officer or correctional officer during the course of a complaint investigation of that officer shall be made under oath pursuant to s. 92.525. Knowingly false statements given by a law enforcement officer or correctional officer under investigation may subject the law enforcement officer or correctional officer to prosecution for perjury. If a witness to a complaint is incarcerated in a correctional facility and may be under the supervision of, or have contact with, the officer under investigation, only the names and written statements of the complainant and nonincarcerated witnesses may be reviewed by the officer under investigation immediately prior to the beginning of the investigative interview.

(b) This subsection does not apply to any public record which is exempt from public disclosure pursuant to chapter 119. For the purposes of this subsection, an investigation shall be considered active as long as it is continuing with a reasonable, good faith anticipation that an administrative finding will be made in the foreseeable future. An

investigation shall be presumed to be inactive if no finding is made within 45 days after the complaint is filed.

(c) Notwithstanding other provisions of this section, the complaint and information shall be available to law enforcement agencies, correctional agencies, and state attorneys in the conduct of a lawful criminal investigation.

(3) A law enforcement officer or correctional officer has the right to review his or her official personnel file at any reasonable time under the supervision of the designated records custodian. A law enforcement officer or correctional officer may attach to the file a concise statement in response to any items included in the file identified by the officer as derogatory, and copies of such items must be made available to the officer.

(4) Any person who is a participant in an internal investigation, including the complainant, the subject of the investigation and the subject's legal counsel or a representative of his or her choice, the investigator conducting the investigation, and any witnesses in the investigation, who willfully discloses any information obtained pursuant to the agency's investigation, including, but not limited to, the identity of the officer under investigation, the nature of the questions asked, information revealed, or documents furnished in connection with a confidential internal investigation of an agency, before such complaint, document, action, or proceeding becomes a public record as provided in this section commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083. However, this subsection does not limit a law enforcement or correctional officer's ability to gain access to information under paragraph (2)(a). Additionally, a sheriff, police chief, or other head of a law enforcement agency, or his or her designee, is not precluded by this section from acknowledging the existence of a complaint and the fact that an investigation is underway.

#### **112.534 Failure to comply; official misconduct.--**

(1) If any law enforcement agency or correctional agency, including investigators in its internal affairs or professional standards division, or an assigned investigating supervisor, intentionally fails to comply with the requirements of this part, the following procedures apply. For purposes of this section, the term "law enforcement officer" or "correctional officer" includes the officer's representative or legal counsel, except in application of paragraph (d).

(a) The law enforcement officer or correctional officer shall advise the investigator of the intentional violation of the requirements of this part which is alleged to have occurred. The officer's notice of violation is sufficient to notify the investigator of the requirements of this part which are alleged to have been violated and the factual basis of each violation.

(b) If the investigator fails to cure the violation or continues the violation after being notified by the law enforcement officer or correctional officer, the officer shall request the agency head or his designee be informed of the alleged intentional violation. Once this request is made, the interview of the officer shall cease, and the officer's refusal to respond to further investigative questions does not constitute insubordination or any similar type of policy violation.

(c) Thereafter, within 3 working days, a written notice of violation and request for a compliance review hearing shall be filed with the agency head or designee which must contain sufficient information to identify the requirements of this part which are alleged to have been violated and the factual basis of each violation. All evidence related to the investigation must be preserved for review and presentation at the compliance review hearing. For purposes of confidentiality, the compliance review panel hearing shall be considered part of the original investigation.

(d) Unless otherwise remedied by the agency before the hearing, a compliance review hearing must be conducted within 10 working days after the request for a compliance review hearing is filed, unless, by mutual agreement of the officer and agency or for extraordinary reasons, an alternate date is chosen. The panel shall review the circumstances and facts surrounding the alleged intentional violation. The compliance review panel shall be made up of three members: one member selected by the agency head, one member selected by the officer filing the request, and a third member to be selected by the other two members. The review panel members shall be law enforcement officers or correctional officers who are active from the same law enforcement discipline as the officer requesting the hearing. Panel members may be selected from any state, county, or municipal agency within the county in which the officer works. The compliance review hearing shall be conducted in the county in which the officer works.

(e) It is the responsibility of the compliance review panel to determine whether or not the investigator or agency intentionally violated the requirements provided under this part. It may hear evidence, review relevant documents, and hear argument before making such a determination; however, all evidence received shall be strictly limited to the allegation under consideration and may not be related to the disciplinary charges pending against the officer. The investigative materials are considered confidential for purposes of the compliance review hearing and determination.

(f) The officer bears the burden of proof to establish that the violation of this part was intentional. The standard of proof for such a determination is by a preponderance of the evidence. The determination of the panel must be made at the conclusion of the hearing, in writing, and filed with the agency head and the officer.

(g) If the alleged violation is sustained as intentional by the compliance review panel, the agency head shall immediately remove the investigator from any further involvement with

the investigation of the officer. Additionally, the agency head shall direct an investigation be initiated against the investigator determined to have intentionally violated the requirements provided under this part for purposes of agency disciplinary action. If that investigation is sustained, the sustained allegations against the investigator shall be forwarded to the Criminal Justice Standards and Training Commission for review as an act of official misconduct or misuse of position.

(2)(a) All the provisions of s. 838.022 shall apply to this part.

(b) The provisions of chapter 120 do not apply to this part.

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/ EXONERATED Item #136**

This record series documents the investigation of allegations of employee or officer misconduct and/ or violation of law enforcement agency regulations or orders, state or federal statutes, or local ordinances. Investigations may also cover discharge of firearms or other use of physical force. These records document cases in which the charges were determined to be unsustainable or unfounded or the employee or officer was exonerated. The series may include, but is not limited to, statements by the employee, witnesses, and the person filing the complaint.

**RETENTION:**

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

**2. INTERNAL INVESTIGATION RECORDS: SUSTAINED FORMAL Item #134**

This record series documents the investigation of allegations of employee or officer misconduct and/or violation of law enforcement agency regulations or orders, state or federal statutes, or local ordinances. Investigations may also cover discharge of firearms or other use of physical force. These records document cases in which the charges were sustained and formal discipline administered. "Formal discipline" shall be defined as including demotions, removals, suspensions, or similar action. The series may include, but is not limited to, statements by the employee, witnesses, and the person filing the complaint.

**RETENTION:**

- a) Record copy. 5 anniversary 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 documents the investigation of allegations of employee or officer misconduct and/or violation of law enforcement agency regulations or orders, state or federal statutes, or local ordinances. Investigations may also cover discharge of firearms or other use of physical force. These records document cases in which the charges were sustained and informal discipline administered. "Informal discipline" shall be defined as including written or verbal reprimands, memoranda, or similar action. The series may include, but is not limited to, statements by the employee, witnesses, and the person filing the complaint.

**RETENTION:**

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

**ARTICLE 42  
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, 2009, until its expiration date September 30, 2012, or otherwise until a successor Agreement is ratified by the parties. However, the parties agree that negotiation as to all monetary Articles shall be reopened during the second and third year of the contract for further collective bargaining.

Should either party desire to terminate, change or modify this Agreement, it shall so notify the other party between January 15, 2010, and no later than January 30, 2010. 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 9<sup>th</sup> day of September, 2009.

**FOR THE PBSO**



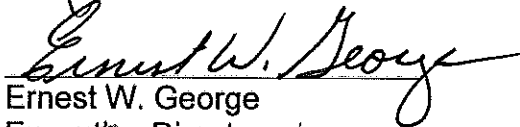
Ric L. Bradshaw  
Sheriff

Colonel Joseph Bradshaw  
Department of Legal Affairs

**FOR THE PBA**



John S. Kazanjian  
President



Ernest W. George  
Executive Director



Gary Lippman  
General Counsel