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Title: **Broward County Sheriff's Office (BSO) and Federation of Public Employees (FPE), National Federation of Public and Private Employees, AFL-CIO (2001)**

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**Collective Bargaining Agreement**

**Between**

**Federation of Public Employees**

**A Division of the National Federation of Public Employees AFL-CIO**

**And**

**Broward Sheriff's Office**

This agreement is entered into this \_\_\_\_\_ by and between KENNETH C. JENNE, II, Sheriff of Broward County, (hereafter referred to as “Sheriff” or “BSO”), and the FEDERATION OF PUBLIC EMPLOYEES, A DIVISION OF THE NATIONAL FEDERATION OF PUBLIC AND PRIVATE EMPLOYEES, (AFL-CIO) hereafter referred to as “FPE” or “Bargaining Unit” located within the county of Broward, State of Florida.

#### Recitals

Whereas, the FPE is the sole and exclusive bargaining representative of the following described employees within the Certified Bargaining Unit;

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

Whereas, the parties following extended and deliberate negotiations and having had an opportunity to freely discuss any and all issues, have reached a certain mutual understanding which they desire to reduce to writing. In consideration of the following mutual covenants, it is hereby agreed as follows:

## ARTICLE 1

### RECOGNITION

The SHERIFF recognizes the FPE as the sole and exclusive representative for purposes of collective bargaining as certified by the Public Employees Relations Commission, Certification #1104, with respect to wages, hours, terms and working conditions of employment exclusively for those employees contained within the certified unit as described hereafter, and/or as adjusted by written mutual agreement of the parties:

#### Included:

Accounting Specialist I  
Accounting Specialist II  
Administrative Specialist I  
Administrative Specialist II  
Administrative Support Specialist  
Aircraft Mechanic  
Audio/Visual Production Technician  
Cadet – Detention  
Case Filing Specialist  
Civil Deputy - Non-Certified  
Civil Process Specialist I  
Civil Process Specialist II  
Civil Writs Specialist  
Clerical Specialist  
Code Inspector  
Commissary Storeroom Supervisor  
Communications Duty Officer  
Communications Operator I  
Communications Operator II  
Communications Operator III  
Community Service Aide  
Confinement Status Specialist I  
Confinement Status Specialist II  
Courier  
Courier Supervisor  
Court Deputy  
Crime Scene Technician  
Crime Stoppers Specialist  
Crime Analyst  
Custodian  
Data Entry Operator  
Deputy Sheriff -Detention –Assign to Dept. of Law Enforcement/Cross Certified  
Deputy Sheriff - Detention/Cross Certified  
Deputy Sheriff – Detention

Detention Aide  
Evidence Technician  
Fingerprint Analyst  
Fingerprint Analyst Trainee  
Firearms Training Specialist  
Fleet Service Technician I  
Fleet Service Technician II  
Fleet Services Attendant  
Forensic Technician  
Human Resources Specialist  
I.D. Technician I  
I.D. Technician II  
Inmate Asset Specialist  
Inmate Property Supervisor  
Investigative Aide I  
Investigative Aide II  
Latent Print Examiner  
Mail Clerk  
Maintenance Specialist  
Maintenance Technician  
Marine Mechanic  
Parking Enforcement Specialist  
Parking Meter Mechanic  
Payroll Specialist  
Photo Technician  
Property Specialist I  
Property Specialist II  
Purchasing Assistant  
Records Specialist  
Records Supervisor  
Records Technician  
Senior Latent Print Examiner  
Senior Parking Enforcement Specialist  
Sergeant - Detention  
Sergeant - Detention/Assigned to Dept. of Law Enforcement  
Sergeant - Detention/Cross Certified  
Sergeant - Detention/Assigned Dept. of Law Enforcement/Cross Certified  
Stable Attendant  
Strategic Intelligence Analyst  
Telephone Systems Specialist  
Treatment Caseworker  
Victim Notification Specialist  
Warrants Technician  
Warrants/Extraditions Specialist  
Warrants/Extraditions Supervisor

New and/or Changed Classifications:

If new classifications are established by the Sheriff and added to the bargaining unit or if the duties of existing bargaining unit classifications are substantially changed, the Sheriff shall forward the changes and any proposed wage scale to the FPE for review. The Sheriff and the FPE retain all rights as to new and/or changed classifications consistent with the applicable law including the FPE's right to impact bargain when applicable by law and consistent with Article 5 Section 5.2.

Excluded:

All other employees of the Broward Sheriff's Office including managerial, confidential, temporary, professional, and supervisory employees with a conflict of interest, sworn and certified law enforcement officers, and all other BSO employees not specifically identified herein.

The Sheriff shall provide the FPE a list of the current bargaining unit members within a reasonable period following ratification. The list shall include their social security number, home address, classification, and current pay step and grade. The Sheriff shall provide periodic updates to include all newly hired unit members. Any unit member may direct BSO to exclude their home address or social security number from such list.

Further, the FPE agrees to indemnify and hold BSO harmless from any claim or cause of action brought by a bargaining unit member because of BSO's compliance with this provision.

## ARTICLE 2

### NON-DISCRIMINATION

- 2.3 The FPE reserves the right to refuse membership to anyone via the Investigative Membership Committee, for just cause. The FPE will not discriminate in membership on the basis of age, race, creed, color, religion, national origin, sex, marital status, disability, or sexual orientation.
- 2.2 Removal from the FPE or membership removal is the exclusive right of the FPE, provided that such removal is not solely related to age, race, creed, color, religion, national origin, sex, marital status, disability, or sexual orientation.
- 2.3 No bargaining unit member or designated representative covered by this Agreement will be discriminated against by BSO because of membership in the bargaining unit or authorized activity as required in this agreement on behalf of the bargaining unit.
- 2.4 The FPE will not discriminate against employees covered by the Agreement on the basis of their refusal to become an FPE member.
- 2.5 Both BSO and the FPE oppose discrimination on the basis of age, race, creed, color, religion national origin, sex, disability, marital status, or sexual orientation. However, the parties also recognize that BSO has established an internal procedure to investigate and resolve alleged cases of discrimination, which is in addition to existing and adequate procedures established by Broward County, the State of Florida and the Federal government. Accordingly, no allegation of employment discrimination can be processed through the contractual grievance/arbitration procedure.

## ARTICLE 3

### GRIEVANCE PROCEDURE

- 3.1 The parties will promptly adjust any complaint, dispute, or controversy involving the interpretation or application of any term or provision of this agreement.
- 3.2 A grievance shall be defined as any controversy or dispute arising between the parties involving questions of interpretation or application of the terms and provisions of this agreement.
- 3.3 Bargaining unit members receiving disciplinary actions of a suspension of five (5) days or less, or written reprimand shall be entitled only to review by the Administrative Appeals Board (hereinafter, "AAB").
- 3.4 Appeals to the AAB shall be submitted within fourteen (14) calendar days of the bargaining unit member's receipt of the final discipline (approved by the department head) by submitting the written request to the Sheriff or his designee. The decision of the AAB shall be final and binding on both parties.
- 3.5 AAB Structure Representation:
  - 1) The AAB will consist of three (3) BSO employees. Candidates for the list will be selected as follows:
    - a. Two separate lists, one of certified/sworn detention officers and one of non-certified or civilian employees will be submitted by the FPE, via their union representatives, to the Sheriff.
    - b. Each list (certified/sworn and non-certified or civilian) will consist of thirty (30) employees from within the bargaining unit.
    - c. The Sheriff or designee will select fifteen (15) candidates from each list provided. These selected candidates will be eligible to randomly serve on the AAB for a twelve (12) month period and without additional compensation other than regular rate of pay.
    - d. The Sheriff reserves the right to reject the initial submitted lists of candidates without explanation. The FPE will then submit another list of candidates. The Sheriff may not reject the revised lists without a reasonable explanation acceptable to the FPE.
    - e. The employees designated by the Sheriff to serve on each AAB will be selected by the Sheriff in his sole discretion.

- 2) The AAB will meet periodically at a predetermined date and time to hear employee appeals.
- 3) The selected FPE members (certified/sworn, non-certified or civilian) will be assigned to hear and determine those disciplinary matters pertaining to their respective employee classification.
- 4) The AAB members will alternate at each meeting. The members will be selected in the following manner:
  - a. Tokens or other similar items identifying BSO and FPE shall be placed in a box or other acceptable container. BSO and FPE shall each be assigned six (6) tokens.
  - b. The AAB meeting will be scheduled and those matters to be heard shall be placed on the agenda for the AAB meeting.
  - c. A token shall be randomly and blindly selected from the box or container.
  - d. The party (BSO or FPE) represented by the selected token shall be entitled to two (2) representatives for the selected AAB meeting, and the other party shall be entitled to one representative.
- 5) All three (3) members must be present for the AAB to convene.
- 6) The Assistant Inspector General or designee will assist the AAB with procedural questions in ruling upon questions or issues during the hearing process. After all questions have been answered and the hearing concluded, only members of the AAB shall remain in the hearing room to consider the merits of the appeal and render findings.

### 3.6 Hearing process

- 1) Attendance by the bargaining unit member at the AAB hearing is not required. Therefore, any request for a continuance by the bargaining unit member should only be granted upon exceptional circumstances.
- 2) The AAB will hear and determine:
  - a. Bargaining unit member requested cases involving five (5) day suspensions or less.
  - b. Appeals based on previously filed written documents. No oral presentation may be made without supporting written documentation.
- 3) Bargaining unit members or their representative may appear before the AAB to provide a verbal statement restricted to those issues generally outlined in the bargaining unit member's written appeal, amendments thereto and any documents attached for consideration by the AAB. If the bargaining unit member chooses to appear, a representative of BSO will be permitted to appear before the AAB for the same purpose. Either party may invite an additional representative to observe, but not participate, in the AAB proceedings, for purposes of education and training.

- 4) The Assistant Inspector General or designee will ensure that the bargaining unit member is provided with copies of all documentation submitted to the AAB for its review, including but not limited to, any BSO responses to the bargaining unit member's written appeal and any amendments thereto, no later than five (5) working days prior to the scheduled hearing.
- 5) The AAB, upon its review of the case and all written materials, will make one of the following findings:
  - a) Sustained
  - b) Not sustained

After sustaining any violation, the AAB will:

- a. Review the bargaining unit member's prior disciplinary history and record.
  - b. Consider the recommended discipline and either accept the recommended discipline, decrease the recommended discipline, or increase the recommended discipline.
  - c. No discipline imposed by the AAB may exceed the jurisdiction of the AAB.
- 6) A written explanation shall be provided by each member, whenever the AAB does not sustain a charge, or increases or decreases the discipline.
  - 7) The decision of the AAB will be binding on all parties, and no further appeal or grievance is permitted unless the written explanation of a member evidences bias or prejudice.
- 3.7 Disciplinary suspension of six (6) days or greater, demotion or termination shall be processed through the Professional Standards Committee and ultimately, if not resolved to the bargaining unit member's satisfaction, to Step Three (3) as set forth below (arbitration).
- 3.8 Should differences or disputes arise concerning the terms and conditions of this Agreement between the parties to this Agreement or between the bargaining unit members covered herein and the Sheriff, the aggrieved party to this Agreement or any bargaining unit member(s), as the case may be, shall be required to use the following procedures.

#### Step 1

When there is a basis for a grievance, the FPE representative on behalf of the bargaining unit member(s), shall present a written grievance specifying the nature of the grievance and the contract provision(s) allegedly violated to the bargaining unit member's department head, or designee, within ten (10) calendar days of the date on which the bargaining unit member(s) knew or could have reasonably known of the occurrence of the event allegedly giving rise to the grievance. Upon presentation of this written grievance to the department head, or designee, the bargaining unit member and the FPE shall attempt to resolve the dispute and, within ten (10)

calendar days thereafter, the department head or designee shall render a written decision to both the bargaining unit member(s) and to the FPE. If no decision is rendered within the time period, the grievance shall automatically advance to the next step.

## Step 2

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

## Step 3

In the event the aggrieved bargaining unit member and the FPE are not satisfied with the decision of Step 2, above, the FPE may demand arbitration, and this demand, in writing, shall be presented to the Sheriff within ten (10) working days from the receipt of the written decision rendered pursuant to Step 2, above.

- 3.9 In the event the aggrieved employee and the Federation are not satisfied with the decision of Step 2, the FPE within ten (10) working days may demand arbitration. Either party may request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS). The arbitrator shall be selected from the list submitted by the Federal Mediation and Conciliation Service (FMCS) in accordance with its rules, which rules shall likewise govern the arbitration proceedings. Both parties shall encourage the arbitrator to render his decision not more than thirty (30) days after the arbitration hearing or, where post-hearing briefs are filed, within thirty (30) days of their submission to the arbitrator.

The evidentiary standard to be applied by the arbitrator in any disciplinary or contract grievance shall be preponderance of the evidence. The party bearing the burden of proof must prove its case by a preponderance of the evidence to succeed. The decision of said arbitrator shall be final and binding upon both parties. The arbitrator shall not be empowered to alter, amend, add to, or eliminate any provisions of the Collective Bargaining Agreement. The arbitrator's fees and expenses shall be borne equally by both parties.

- 3.10 Application to this procedure shall foreclose and preclude the grievant from appealing to any other available procedure. Nothing in this Article shall require the FPE to process grievances for employees who are not members of the FPE, in conformity with Florida law. Employees having selected the procedure contained herein to process a grievance, shall be estopped from and waive the right to use any other available procedure for processing grievances or claims. Nothing herein shall prevent the member from maintaining a claim or cause of action independent and separate of the basis of the grievance or the relief sought therein.

- 3.11 The time limits in this Article shall be strictly observed, and may be extended only by written agreement of the parties. However, grievances filed by the FPE on an institutional basis may be

filed directly at Step 2 under Article 3.8 as described above. On a case-by-case basis, the parties may mutually agree to bypass any step or steps in the grievance procedure.

- 3.12 The FPE will retain its seat on the Professional Standards Committee when the Committee is reviewing a case involving a unit member. The Professional Standards Committee will be guided by the BSO Policy and Procedures Manual.

## ARTICLE 4

### MANAGEMENT RIGHTS

The FPE recognizes the right of the Sheriff to operate, manage, and direct all affairs of the Sheriff's Office, including the exclusive right, subject only to the terms of this Agreement:

- 4.1 To manage and direct all employees of the Sheriff's Office including the scope of service to be performed by each employee and the content of each job classification/description.
- 4.2 To hire, rehire, promote, transfer, schedule, assign, retain and layoff employees in positions with the Sheriff's Office.
- 4.3 To suspend, demote, discharge, or take other disciplinary action against employees for just cause.
- 4.4 To maintain the efficiency of the operation of the Sheriff's Office including developing and amending job classifications/descriptions and controlling the use of equipment and property of BSO.
- 4.5 To determine the structure and organization of the Office of Sheriff, including the right to supervise, subcontract, expand, consolidate or merge any division thereof, consistent with Article 17 of this Agreement.
- 4.6 To determine the number of all employees who shall be employed by the Sheriff, job makeup, activities, assignments, and the number of hours and shifts to be worked per week or pay period, including starting and quitting times of all employees.
- 4.7 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 or organizational unit.
- 4.8 To determine internal security practices.
- 4.9 To determine whether and to what extent the work required in the operation of BSO will be performed by employees covered by this Agreement consistent with Article 17 of this Agreement.
- 4.10 To determine the number, location and operation of work sites within the scope of responsibilities of the Sheriff's Office.
- 4.11 To require employees to participate in drug and/or alcohol testing as required by the standards of the Drug Free Work Place Act and/or the Sheriff's policies, procedures, rules and regulations.
- 4.12 To require employees to observe and obey BSO's policies, procedures, rules and regulations.

- 4.13 The above are by way of example of the type of matters or rights which belong to and are inherent in the Sheriff in his general capacity of management pursuant to, among other things, the Florida Constitution. Any other rights, powers, and/or authority that the Sheriff had prior to entering into this Collective Bargaining Agreement are retained by him, except as specifically abridged, delegated, granted or modified by this Agreement.
- 4.14 If the Sheriff fails to exercise any one or more of the above functions from time to time, this will not be deemed a waiver of the Sheriff's rights to exercise any or all of such functions.

## ARTICLE 5

### MAINTENANCE RIGHTS

- 5.1 The exercise of the above-defined rights by the Sheriff shall not preclude employees or the FPE from raising grievances should decisions on the above matters have the practical consequences of violating the terms of this Agreement.
- 5.2 The FPE acknowledges that the Sheriff may, from time to time, make amendments, revisions, additions, deletions and/or changes to the BSO Policy and Procedures Manual and other official documents setting forth rules, regulations, and operational procedures. The Sheriff will give the FPE's designated business representative a copy of said changes to the Policy and Procedures Manual ten (10) days prior to issuance when practicable. This does not constitute a waiver of the FPE's right to impact bargaining. However, impact bargaining will be deemed waived if not requested in writing to the Sheriff within six (6) months of the change

## ARTICLE 6

### NO STRIKE - NO LOCKOUT

- 6.1 The FPE, 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 members participate in a work stoppage, slowdown, sickout, job actions or picketing in furtherance of any of the above-prohibited activities. Notwithstanding the above, there shall be no picketing whatsoever in uniform by the bargaining unit members covered by this Agreement.
- 6.2 During the term of this Agreement, the Sheriff agrees that it will not authorize, cause, or engage in any lockout of bargaining unit members unless a lockout should become necessary for the protection of the Sheriff's property. The Sheriff agrees that picketing out of uniform on an employee's off hours is a constitutional right.

## ARTICLE 7

### UNION DEDUCTIONS

- 7.1 Union deductions shall be made in accordance with forms provided by the FPE and executed and authorized by the bargaining unit member authorizing said deductions. There shall be no charge made by the Sheriff for these deductions. The exact amount of monies to be deducted for each bargaining unit member shall be provided by the FPE to the Sheriff. Any changes in the amounts to be deducted shall be given to the Sheriff and bargaining unit members thirty (30) days in advance. These monies shall be transmitted to the FPE within thirty (30) days after the monthly deductions.
- 7.2 The FPE shall indemnify the Sheriff and hold the Sheriff harmless against any and all suits, claims, demands, and liabilities which arise out of or by reason of any action taken by the Sheriff to comply or attempt to comply with the provisions of this Article.
- 7.3 This assignment, authorization and direction shall be revocable at any time upon thirty (30) days written notification by the bargaining unit member, to the Sheriff and the FPE.

## ARTICLE 8

### HOURS OF WORK - OVERTIME

- 8.1 The determination of the daily, weekly and/or biweekly work schedules and the starting time of such schedules shall be established by the Sheriff. Such schedules may be changed by the Sheriff from time to time upon fourteen (14) calendar day's notice to the bargaining unit member and the FPE, except in an emergency as determined by the Sheriff.
- 8.2 The basic work period for bargaining unit members covered by this Agreement shall be forty (40) work hour(s) in a seven (7) consecutive day period, starting at 12:01 a.m. Saturday and ending at 12:00 midnight Friday, unless otherwise specified or defined herein, or as scheduled by the Sheriff.
- 8.3 Breaks, Work Hours, Roll Call

For purposes of this Article, shift and non-shift schedules are defined as follows:

Shift schedules includes work schedules within a work location operating twenty-four hours daily, seven days (24/7) a week or a minimum of sixteen hours daily, seven days a week (16/7).

Non-shift schedules include work schedules within a work location operating forty (40) hours within a five (5) day period each week.

- A. Those bargaining unit members assigned to work shift schedules will be entitled to two (2) fifteen (15) minute paid breaks and one (1) thirty (30) minute unpaid meal break during the eight and one-quarter (8 ¼) hour work day. The two (2) fifteen (15) minute breaks are not to be taken consecutively or in conjunction with the thirty (30) minute unpaid meal break unless authorized by the bargaining unit member's immediate supervisor. The break schedules shall be established by the Directors of the applicable departments, or their designees, and breaks shall not be unreasonably withheld. Meal breaks will not represent compensable time, except as specified in this Agreement. Nonetheless, bargaining unit members shall continue to receive pay for forty (40) hours of work per regularly scheduled workweek. All bargaining unit members assigned to shift schedules regardless of shift assignment, attend a roll call fifteen (15) minutes prior to their scheduled shift, which shall be included as part of the eight and one-quarter (8 ¼) hour work day.
- B. Those bargaining unit members assigned to work non-shift schedules shall be entitled to two (2) fifteen (15) minute paid breaks and one (1) thirty (30) minute unpaid meal break during the eight and one-half (8 1/2) hour work day. The two (2) fifteen (15) minute breaks are not to be taken consecutively or in conjunction with the thirty (30) minute unpaid meal break unless authorized by the bargaining unit member's immediate supervisor. The break schedule shall be established by the Directors of the appropriate departments, or their designees, and breaks shall not be unreasonably withheld. Meal breaks will not represent compensable time, except as specified in this Agreement.

#### 8.4 Meal Breaks

- A. All bargaining unit members can be recalled from authorized meal breaks, for up to two (2) meal breaks in each forty (40) hour work period, at the discretion of their supervisor, without incurring any added compensatory time, unless a bargaining unit member has accrued actual work time in excess of forty (40) hours for the seven (7) day period.
- B. Any bargaining unit member recalled from an authorized meal break shall provide immediate written notice to their supervisor of the recall during a meal break, and that no alternate, uninterrupted meal break was received for that work period.
- C. The Sheriff agrees to continue to offer one (1) no-cost meal per shift worked for all bargaining unit members who are assigned to work within Detention facilities.
- D. The Sheriff further agrees to include within any new or renewed food services agreement for the Detention facilities, a prohibition against the participation of inmates in the preparation and serving of meals for bargaining unit members.

#### 8.5 Overtime

- A. All authorized and approved work performed on any eight (8) hour shift assignment in excess of forty (40) work hours in any workweek, as defined in Section 8.3 shall be paid at the overtime rate of one and one-half (1 ½) the bargaining unit member's regular rate of pay, or the bargaining unit member shall be provided compensatory time, in the Sheriff's discretion, as described in section 8.6 below.
- B. A bargaining unit member who is called to work outside of his/her regularly scheduled hours of work shall receive a minimum of three (3) hours pay at the applicable rate. This three (3) hour minimum provision shall not apply where the hours worked outside of the regular schedule run contiguous with the employee's regular hours of work or the employee is called to work to correct his own error or omission which cannot wait until employee's next shift.

#### 8.6 Compensatory Time

Compensatory time is time earned at one and one half (1 ½) times the overtime hours worked by a bargaining unit member. The choice of compensatory time off or overtime pay shall be at the Sheriff's option. Accrued compensatory time may not exceed eighty (80) hours, except when it is in the best interest of BSO, as determined by the Sheriff. Such accrual must be exercised and used in good faith within a reasonable time period, at the discretion of the Sheriff. Upon separation from BSO, the bargaining unit member shall be paid for all accrued, unused compensatory time at the bargaining unit member's then-existing rate of pay.

8.7

A bargaining unit member, who is required to appear as a witness in any county/circuit/federal court proceeding (excluding appearances as a character witness), as a direct result of employment with BSO shall receive a minimum of three (3) hours of pay at the bargaining unit member's applicable rate, if called to testify outside of the bargaining unit member's regular hours of work. A bargaining unit member who is required to appear more than once during a day will receive an additional three (3) hours of pay if the second subpoena is more than three (3) hours after the beginning time of the first subpoena. If the second subpoena is within three (3) hours of the beginning time of the first subpoena, then it would be paid as continuous time based on the duration from the beginning time of the first subpoena through the ending time of the second appearance. The bargaining unit member shall not receive more than two (2) three (3) hour premiums under this article in one day. However, any bargaining unit member subpoenaed to testify, appear in court, or to present a case to the State Attorney's Office within one (1) hour before the start or at the end of his/her tour of duty will be compensated at the rate of one and one-half (1 ½) times the bargaining unit member's straight time rate of pay for actual time spent in court and/or presenting a case to the State Attorney's Office, before or after his/her regular shift, if overtime is incurred as a result of said appearance. Any time spent in court will be paid as continuous to the shift as outlined above. The bargaining unit member attending such court appearance must adhere to all rules and regulations as stated in the Policy and Procedures Manual.

ARTICLE 9

LEAVE, HOLIDAYS, PERSONAL DAY, BEREAVEMENT LEAVE, JURY DUTY, MILITARY  
LEAVE REPORTING ILLNESS

9.1 Annual Leave

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

<u>Years of Work Completed</u>	<u>Annual Leave Days</u>
1 to 3 years	10 days
4 years to 10 years	15 days
11 years and above	21 days

B. During the first three (3) years of employment, accumulation of annual leave time as set forth herein above shall accrue at the rate of ten-twelfths (10/12ths) of a day per month. The fourth year of employment annual leave shall accrue at fifteen-twelfths (15/12ths) of a day per month. Beginning the eleventh year of employment, annual leave shall accrue at twenty-one twelfths (21/12ths) of a day per month.

C. Pay advances - a bargaining unit member may request his/her accrued vacation or holiday leave pay in advance of his/her scheduled leave by submitting a request in writing (including approved leave slip) to the Finance Bureau, Payroll Section at least three (3) weeks prior to starting leave. This provision shall be limited to bargaining unit members on leave in excess of ten (10) working days. Advanced payment for annual leave will not be granted in advance of hours earned.

D.

1. The selection of the number of persons off duty on annual leave will begin no sooner than November 15 and completed no later than December 15, effective through the entire work period of the year next following and, where the pay period for the year end extends to the following year, through the first pay period to so carry over. This annual bid shall use seven percent (7%) of staff assigned that day to the shift as the guideline for determining the staffing levels.

2. Bids shall be for no less than five (5) consecutive workdays of annual leave unless otherwise required by law, such as to comply with the Family and Medical Leave Act. For the purpose of scheduling annual leave a bargaining unit member may use no less than five (5) consecutive days and no more than twenty (20) days. Bargaining unit members do not have to have the time accrued at the time of the vacation bid. However, the bargaining unit member must be able to show the time will be accrued by the time the vacation is to begin. For purposes of this section, five (5) consecutive days shall include the three (3) days prior to days off and the two (2) days after days

off. A bargaining unit member may also schedule days less than twenty days (20) days in any number of days as long as it is no less than five (5) days.

After the annual bid, annual or holiday leave shall be granted on a first come, first served basis based on generally accepted staffing requirements unless otherwise required by law, such as to comply with the Family and Medical Leave Act. Such leave requests shall not be submitted more than sixty (60) days in advance of requested leave. Supervisors will make reasonable attempts to process and return leave request slips in five (5) calendar days. Time off outside the annual bid requires approval-of the Sheriff or his designee.

The seniority basis for the purposes of bidding for annual leave shall be the bargaining unit member's date of hire with the agency or, if the bargaining unit member became employed by BSO pursuant to an agreement with a contract city, date of hire with the contract city. That is, BSO and the FPE recognize the combination of contract city time and BSO time.

3. Annual leave must be taken as scheduled unless otherwise directed by the Department Director or designee. Leave previously approved will not be canceled except in case of an emergency as determined by the Sheriff or where the previously scheduled leave would be on unpaid status for lack of sufficient accrued paid time off.
  4. The Deputies and civilians will have separate calendars for purposes of annual leave. Bargaining unit members assigned to Commissary/Property in the same budget code shall have separate calendars based upon their assignment to North Operations or South Operations.
  5. Sergeants in the Division of Detention will have a separate calendar to bid for purposes of this section. This annual bid shall use seven percent (7%) of sergeants assigned that day to each shift as the guideline for determining staffing levels for sergeants. Notwithstanding the seven percent (7%) guideline, at least one sergeant per shift shall be eligible for annual leave. All other requirements of annual leave as detailed in sections (D) (1) through (D)(3) above shall be equally applicable to sergeants in the Division of Detention.
- E. In the event of an involuntary transfer or bid change within the unit, a bargaining unit member's annual leave schedule shall be honored.
- F. A bargaining unit member may accumulate no more than a cumulative total of three hundred and twenty (320) hours of holiday and annual leave. All accrued leave in excess of three hundred and twenty (320) hours or "grand fathered" cap will be lost by the bargaining unit member if not used within the calendar year. A bargaining unit member who has made reasonable attempts to use excess accruals and has been denied said requests shall submit written requests to the Director of Human Resources via his/her chain of command for authorization to carry and use excess accruals into the next calendar year.

## EXCEPTION: GRANDFATHER CLAUSE

Bargaining unit members having accrued annual and holiday leave hours in excess of three hundred and twenty (320) hours as of pay date February 11, 1994, shall be entitled to a grand fathered cap of their accrued time as of that date.

Example:

A bargaining unit member has four hundred (400) hours of annual leave and eighty (80) hours of holiday leave on the accrual report for pay date February 11, 1994. This is over the three hundred and twenty (320) cap maximum. This bargaining unit member would be grand fathered at four hundred and eighty (480) hours. Before December 31 of each calendar year, the bargaining unit member will need to use any excess time over four hundred and eighty (480) hours or forfeit the time. This grand-fathered cap remains effective for each successive calendar year unless the bargaining unit member uses an amount of annual and/or holiday leave so as to reduce total accrued time below the cap as of December 31 of each calendar year.

Example:

A bargaining unit member has a grand-fathered cap of four hundred and eighty (480) hours, but at the end of that calendar year, the bargaining unit member's cumulative leave total is four hundred (400) hours. The bargaining unit member's new grand-fathered cap is four hundred (400) hours.

## 9.2 Sick Leave

- A. Until the first full pay period in April 2004, the Sheriff will continue the current sick leave policy outlined in the BSO Policy and Procedures Manual, inclusive of the sick leave payment schedule, per PPM 4.3.15B.
- B. No disciplinary action shall be taken for use of sick time, unless abuse or excessive use is determined by BSO. BSO agrees that bargaining unit members will not be called or visited at home between the hours of 10 p.m. and 7 a.m. or during their scheduled work hours, except with the permission of the Facility Shift Commander or equivalent level supervisor. All such calls or visits will be documented.
- C. Effective the first full pay period in April 2004 the following Sick Leave Payment Schedule will be applied for all bargaining unit members. Years of service for this section shall be determined by hire date combining all BSO time, any Contract City time, and any time on the DROP Plan. "Good standing" as used in this section shall be defined as a bargaining unit member resigning or retiring with no charges pending.

#### Zero (0) to Ten (10)

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

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

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

Upon normal retirement (as defined by FRS) of a bargaining unit member in good standing or upon the death of a bargaining unit member in good standing with at least ten (10) years of service but less than fifteen (15) years of service, the bargaining unit member will receive a pay out upon separation of fifty percent (50%) of their unused accumulated sick leave up to a maximum of four hundred eighty (480) hours computed at the bargaining unit members current rate of pay.

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

Bargaining unit members leaving in good standing with at least fifteen (15) years of service but less than twenty (20) years of service will receive upon separation twenty five percent (25%) of their unused accumulated sick leave up to a maximum of two hundred forty (240) hours, computed at the bargaining unit members current rate of pay.

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

#### Twenty (20) Years of Service

Bargaining unit members leaving in good standing with at least twenty (20) years of service will receive upon separation twenty five percent (25%) of their unused accumulated sick leave up to a maximum of two hundred forty (240) hours, computed at the bargaining unit members current rate of pay.

Upon normal retirement (as defined by FRS) of a bargaining unit member in good standing or upon the death of a bargaining unit member in good standing with at least twenty (20) years of service, the bargaining unit member will receive upon separation one hundred percent (100%) of their unused, accumulated sick time up to a maximum of nine hundred sixty (960) hours, computed at the bargaining unit member's current rate of pay.

### 9.3 Holidays

- A. During the term of this agreement, the Sheriff recognizes the following eleven (11) eight (8) work hour paid holidays for full-time employees:

New Year's Day  
Martin Luther King, Jr. Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Day After Thanksgiving  
Christmas Day  
Floating Holiday (1)

(Any bargaining unit member employed by January 1 of each year is eligible for one (1) floating holiday). The floating holiday can be accrued pursuant to Section 9.1F.

- B. Bargaining unit members scheduled to work and who do work a designated holiday shall be paid at the bargaining unit member's straight time rate of pay for all hours worked on the holiday, plus either eight (8) hours holiday pay at the straight time rate of pay or at the bargaining unit member's option, accrue eight (8) hours of holiday time.
- C. Bargaining unit members not scheduled to work, but who, with prior written approval do work on a designated holiday, shall be paid at the rate of one and one-half (1 ½) of the bargaining unit member's straight time rate of pay for all hours worked on the holiday, plus eight (8) hours holiday pay at the bargaining unit member's straight time rate of pay.

The bargaining unit member may choose, at his/her option, to receive compensatory time in lieu of pay for the hours worked as described in this paragraph 9.3 C. In such case, compensatory time shall be calculated at the rate of one and one-half (1 ½) times the hours worked by the bargaining unit member.

- D. If requested, each bargaining unit member will be scheduled to be off on at least one (1) of the holidays between (and including) Thanksgiving and New Year's Day.

### 9.4 Personal Day

Bargaining unit members are granted one (1) eight (8) work hour personal days on an annual basis. The personal day can be used at the bargaining unit members' discretion, subject only to prior supervisory approval. The personal day must be used by December 31 of each year and cannot be accumulated for any reason, unless its use is unreasonably denied. Only bargaining unit members employed by January I are eligible for a personal day.

#### 9.5 Funeral/Bereavement Leave

During the term of this Agreement, a full-time bargaining unit member shall be granted twenty-four (24) work hours of funeral/bereavement leave at his/her current rate of pay in the event of the death of the bargaining unit members mother, father, brother, sister, son, daughter, grandchild, spouse, registered domestic partner, mother-in-law, father-in-law, or the bargaining unit member's grandparents.

However, in the event the funeral and burial occur outside the State of Florida, a bargaining unit member shall be granted forty (40) work hours of funeral/bereavement leave at his/her current rate of pay to attend the funeral and burial. The bargaining unit member must provide proof of the funeral/burial's location and obtain prior supervisory approval for the use of any funeral/bereavement leave. Only full-time bargaining unit members are eligible for funeral/bereavement leave.

#### 9.6 Jury Duty

For the purposes of this section, all shifts are considered to be day shifts. During the term of this Agreement, the Sheriff agrees to permit bargaining unit members to serve on jury duty when proof of jury duty is presented to the appropriate supervisor. A bargaining unit member who is granted such jury duty shall suffer no loss of pay or other accumulated leave as a result of being required to serve on jury duty. Fees earned for jury services shall be submitted to the Finance Bureau. If released from jury duty prior to the end of a shift, the bargaining unit member will contact the appropriate day shift supervisor in his/her assigned unit and, if so ordered, will return to work as soon as possible.

#### 9.7 Military Leave

The Sheriff will continue the Military Leave Policy as stated in the BSO Policy and Procedures Manual.

#### 9.8 Reporting Illness

The Policy and Procedures Manual will be revised to allow the development of Standard Operating Procedures (SOP's) for Communications and other appropriate departments or divisions within BSO, which may require employees unable to report for duty due to illness to provide notice of inability to report for duty due to illness to their supervisor or his/her designee at least two (2) hours before the employee's scheduled reporting time. Such SOP's may include a requirement that appropriate discipline be administered for failure to timely provide notice of unavailability due to illness.

## ARTICLE 10

### COMPENSATION AND BENEFITS

The following compensation schedule for bargaining unit members is hereby established contingent upon funding by the Broward County Board of Commissioners. For purposes of this Article, pay schedule adjustments will be processed for bargaining unit members whose base pay salary is within the established pay range for the bargaining unit member's current job classification. All compensation changes take effect the first full pay period after the recited date in the following sections. Anniversary dates and annual increases are defined in PPM 3.11.

#### 10.1 Corrections Deputies/ Sergeants

##### YEAR 1

- A. Effective the first full pay period in October 2001, all certified detention deputies/sergeants will be entitled, on their anniversary date, to a five percent (5%) step increase, up through step nine (9), or a two and one-half percent (2 1/2%) increase to step ten (10).

Effective the first full pay period in October 2001, the pay schedule for certified detention deputies and sergeants will be increased by two and one-half percent (2 1/2%). This excludes incentive, supplemental, assignment, or any additional payment or other form of compensation whatsoever.

##### YEAR 2

- B. Effective the first full pay period in October 2002, all certified detention deputies/sergeants will be entitled, on their anniversary date, to a five percent (5%) step increase, up through step nine (9), or two and one-half percent (2 1/2%) step increase up to step ten (10).

Effective the first full pay period in April 2003, the spread between step nine (9) and step ten (10) will be increased from two and one-half percent (2 1/2%) to five percent (5%). This excludes incentive, supplemental assignment, or any additional payment or other form of compensation whatsoever.

Effective the first full pay period in October 2002, the pay schedule for certified detention deputies and sergeants will be increased by two percent (2%). This excludes incentive, supplemental, assignment, or any additional payment or other form of compensation whatsoever.

Effective the first full pay period in April 2003, the pay schedule for certified detention deputies and sergeants will be increased by two and one-half (2 1/2%). This excludes incentive, supplemental assignment, or any additional payment or other form of compensation whatsoever.

YEAR 3

- C. Effective the first full pay period in October 2003, all certified detention deputies/sergeants will be entitled, on their anniversary date, to a five percent (5%) step increase up to step ten (10).

Effective the first full pay period in October 2003, the pay schedule for certified detention deputies and sergeants will be increased by two percent (2%). This excludes incentive, supplemental, assignment, or any additional payment or other form of compensation whatsoever.

Effective the first full pay period in April 2004, the pay schedule for certified detention deputies and sergeants will be increased by two and one-half percent (2 1/2%). This excludes incentive, supplemental, assignment, or any additional payment or other form of compensation whatsoever.

- D. Field Training Officer (FTO)

Detention Deputies may be assigned as a Field Training Officer (FTO) at the discretion of the Sheriff, and, upon said assignment, shall be entitled to receive a supplemental payment during such period of assignment. The Detention Deputy must complete the certification process as a Field Training Officer and must be designated as an active FTO by his/her respective command before he/she will receive a supplemental payment.

The lump sum payment will be in addition to base salary, shall be non-cumulative and will not be included in base salary for any purpose other than the calculation of overtime pay.

First year as an FTO.....	\$50.00 per month
Second year as an FTO.....	\$100.00 per month
Three years or more as an FTO...	\$150.00 per month

- E. Professional Compliance, Training, Staff Inspections, Baker Act Team

Detention Deputies and Sergeants may be assigned to Professional Compliance, Training, Staff Inspections or the Baker Act Team, at the discretion of the Sheriff.

Any Detention Deputy or Sergeant assigned to Professional Compliance, Training, Staff Inspections or the Baker Act Team, for more than a sixty (60) calendar day temporary period of assignment, will receive, during such period of assignment, a lump sum payment, payable each pay period, according to the following schedule:

Fifty dollar (\$50.00) bi-weekly supplement to base salary

The lump sum payment shall be non-cumulative and will not be included in base salary for any purpose other than the calculation of overtime pay.

#### 10.2 Bargaining Unit Members Other Than Detention Deputies and Sergeants

This pay classification includes all of the remaining bargaining unit members identified in Article 1 of this Agreement, who are not functioning in the job categories of certified detention deputy or sergeants. All references in this Section 10.2 to "bargaining unit member(s)" shall apply only to those bargaining unit members described herein, and shall not include certified detention deputies and sergeants.

##### YEAR 1

- A. Effective the first full pay period in October 2001, all bargaining unit members will be entitled, on their anniversary date, to a five percent (5%) step, up through step nine (9).

Effective the first full pay period in October 2001, the pay schedule for bargaining unit members (except for Detention Cadets) will be increased by two and one-half percent (2 1/2%). This excludes incentive, supplemental, assignment, or any additional payment or other form of compensation whatsoever.

Effective the first full pay period in December 2001, the pay range for Detention Cadets will start at \$28,168.

##### YEAR 2

- B. Effective the first full pay period in October 2002, all bargaining unit members will be entitled, on their anniversary date, to a five percent (5%) step increase, up through step nine (9).

Effective the first full pay period in October 2002, the pay schedule for bargaining unit members will be increased by two percent (2%). This excludes incentive, supplemental or any additional payment or other form of compensation whatsoever.

Effective the first full pay period in April 2003, the pay schedule for bargaining unit members will be increased by two and one-half percent (2 1/2%). This excludes incentive, supplemental or any additional payment or other form of compensation whatsoever.

YEAR 3

- C. Effective the first full pay period in October 2003, all bargaining unit members will be entitled, on their anniversary date, to a five percent (5%) step increase, up through step nine (9).

Effective the first full pay period in October 2003, the pay schedule for certified detention deputies and sergeants will be increased by two percent (2%). This excludes incentive, supplemental, assignment, or any additional payment or other form of compensation whatsoever.

Effective the first full pay period in April 2004, the pay schedule for bargaining unit members will be increased by two and one-half percent (2 1/2%). This excludes incentive, supplemental or any additional payment or other form of compensation whatsoever.

D. Community Service Aides - BAT Mobile

Community Service Aides, assigned to the BAT Mobile for a period of forty (40) hours or more will receive a five (5 %) percent supplement to their base salary for that period of assignment. The salary supplement shall be non-cumulative and will not be included in base salary for any purpose other than the calculation of overtime pay. BSO will not assign bargaining unit members to the BAT Mobile for periods of less than forty (40) hours, except in the case of operational emergencies.

E. Communications Training Officers

The Commander of Communications will designate as Communications Training Officers those persons who are determined to be most qualified to train newly hired personnel. This will be done in the sole and exclusive discretion of the Commander of Communications.

The lump sum payments shall be non-cumulative and will not be included in base salary for any purpose other than the calculation of overtime pay.

Bargaining unit members designated as Communications Training Officers will receive, during such period of assignment, a monthly lump sum payment according to the following schedule:

First three (3) years as Communications Training Officer	\$110.00 per month
Years four (4) and five (5) as Communications Training Officer	\$125.00 per month
More than five (5) years as Communications Training Officer	\$150.00 per month

Communications Training Officer(s) will be allowed to take, with the prior written approval of the command, up to twelve (12) consecutive months absence from training new personnel. During this approved leave of absence from Communications Training Officer duties, Communications Training Officers will not receive the monthly supplement. Upon returning to the Communications Training Officer position, the bargaining unit member will resume receiving the monthly supplement at the level received prior to the absence. In the event a bargaining unit member does not return to the

Communications Training Officer position within the twelve (12) month (365 days) period he/she would not be entitled to automatically receive the Communications Training Officer monthly supplement, and would need to be retrained and reclassified as a Communication Training Officer. Upon the completion of the retraining and reclassification, the bargaining unit member would revert to the first level of Communications Training Officer and begin receiving the entry-level supplement.

No lump sum payment will be paid to bargaining unit members who merely "fill in" for Training Specialists or Communications Training Officers for temporary periods (i.e., time less than a full work week such as regular days off, illness, holidays, etc.). Neither trainees nor Communications Duty Officers will be entitled to receive this supplement pay.

F. Community Services Aides (Assigned to the Airport)

Community Service Aides (CSA's) assigned to dispatch functions at the Airport will continue to receive a five (5%) percent supplement to their base salary during such period of assignment, subject to continuing Broward County funding. The supplement shall be non-cumulative and will not be included in base salary for any purpose other than the calculation of overtime pay.

Community Service Aides (CSA's) assigned to the Airport for a period of forty (40) hours or more will continue to receive a five percent (5%) supplement to their base salary during such period of assignment, subject to funding by Broward County, The supplement shall be non-cumulative and will not be included in base salary for any purpose other than the calculation of overtime pay.

G. Court Deputies

Court Deputies may be assigned as a Court Training Officer at the discretion of the Sheriff. The Court Deputy must complete the certification process as a Court Training Officer and must be designated as an active Court Training Officer by their respective command before he/she will receive a monthly lump sum payment.

Court Deputies assigned as a Court Training Officer shall during such period of assignment, continue to receive a lump sum payment in addition to their base salary. The lump sum payments shall be non-cumulative and will not be included in base salary for any purpose other than the calculation of overtime pay. The lump sum payments shall be paid according to the following schedule during the period of any Court Training Officer assignment.

First Year as Court Training Officer	\$50.00 per month
Second Year as Court Training Officer	\$75.00 per month
Third Year and above as Court Training Officer	\$100.00 per month

No lump sum payment will be paid to bargaining unit members who "fill in" for a Court Training Officer for temporary periods. Payments shall only be made to those qualified and assigned as a Court Training Officer as described above.

## H. Warrants

The Commander of Warrants will designate as Warrants Training Officers those persons who are determined to be most qualified to train newly hired personnel. This will be done in the sole and exclusive discretion of the Commander of Warrants.

Effective the first full pay period in December 2001, Warrants Training Officers who are assigned as such will receive, during the period of assignment, a monthly lump sum payment beginning at the year one (1) level according to the following schedule:

First three (3) years as Warrants Training Officer	\$110.00 per month
Years four (4) and five (5) as Warrants Training Officer	\$125.00 per month
More than five (5) years as Warrants Training Officer	\$150.00 per month

The lump sum payments shall be non-cumulative and will not be included in base salary for any purpose other than the calculation of overtime pay.

Warrants Training Officer (s) will be allowed to take, with the prior written approval of the command, up to twelve (12) consecutive months absence from training new personnel. During this approved leave of absence from Warrants Training Officer duties, Warrants Training Officers will not receive the monthly supplement. Upon returning to the Warrants Training Officer position, the bargaining unit member will resume receiving the monthly supplement at the level received prior to the absence. In the event a bargaining unit member does not return to the Warrants Training Officer position within the twelve (12) month (365 days) period they would not be entitled to automatically receive the Warrants Training Officer monthly supplement, and would need to be retrained and reclassified as a Warrants Training Officer. Upon the completion of the retraining and reclassification, the bargaining unit member would revert to the first level of the Warrants Training Officer and begin receiving the entry-level supplement.

No lump sum payment will be paid to bargaining unit members who merely "fill in" for Warrants Training Officers for temporary periods (i.e., time less than a full week such as regular days off, illness, holidays, etc.). Neither trainees nor Supervisors will be entitled to receive this supplemental pay.

### 10.3 Longevity Applicable to All Bargaining Unit Members

- A. Until the first full pay period in October 2003, bargaining unit members, after having completed twelve (12) years of continuous service, shall receive an increase in their base pay of two and one-half percent (2 1/2%). An additional increase of two and one-half percent (2 1/2%) shall be granted upon completing fourteen (14) years of continuous service. An additional increase of two and one-half percent (2 1/2%) shall be granted upon completing eighteen (18) years of continuous service. An additional increase of

two and one-half percent (2 1/2%) shall be granted upon completing nineteen (19) years of continuous service. All of the described adjustments are contingent upon the bargaining unit member remaining in his/her position without any pending performance concerns. However, longevity payments shall not be unreasonably withheld.

- B. Effective the first full pay period in October 2003, bargaining unit members having completed twelve (12) years of continuous service, shall receive an increase in their base pay of five percent (5%). An additional increase of five percent (5%) shall be granted upon completing eighteen (18) years of continuous service. Both adjustments are contingent on the bargaining unit member remaining in the same position without any pending performance concerns. Said adjustment(s) will be based on the bargaining unit member's HIRE DATE regardless of the salary pay step the bargaining unit member is in at the time he/she attains the required number of years. The longevity described in Section 10.3 (B) replaces the longevity described in Section 10.3 (A) and is not cumulative.

#### 10.4 Work Related Injury

- A. Bargaining unit members injured on duty, who are approved for worker's compensation benefits, will receive full pay during the first sixty (60) days they are out of work. When a bargaining unit member's lost time reaches sixty (60) continuous working days and approval from BSO's disability insurance carrier is given, BSO's disability carrier will:
  - 1. Begin to supplement the workers' compensation payments. These payments will not exceed ninety-five (95%) percent of the bargaining unit member's gross salary.
  - 2. Continue payments for a maximum of twelve (12) months after the sixty (60) continuous working days have passed, totaling a maximum of fifteen (15) months of payments. During the fifteen (15) month period, the following BSO paid benefits remain in force:
    - a. Health insurance
    - b. Life insurance
    - c. Dental insurance
- B. Bargaining unit members must also continue to pay their portion of the health, dental, or life insurance payments currently deducted from their paychecks. Failure to make these payments will result in employees losing their coverage for health, dental, or life insurance benefits.
- C. Bargaining unit members having automobile accidents where seat belts were not worn will receive a twenty-five percent (25%) reduction in their benefits.

## 10.5 Insurance

- A. Health insurance will be provided to bargaining unit members pursuant to the terms announced in the published rate and benefits schedule for calendar year 2002 as described in Appendix "A". For subsequent calendar years covered by this Agreement, BSO agrees to provide similar health insurance benefits with no increases in the amounts of employee contributions towards premiums or deductibles from Appendix "A". Effective January 1, 2002, bargaining unit members covered by a BSO Health Plan will receive a Vision Plan at no cost to the bargaining unit member.
- B. Beginning January 1, 2002, dental insurance will be provided to bargaining unit members pursuant to the terms announced in the published rate and benefits schedule for calendar year 2002. Should BSO offer another dental insurance program to other bargaining units or change benefits programs, then said benefits shall be provided to the bargaining unit members covered by this agreement under the same terms and conditions of other employees.
- C. Beginning January 1, 2002, life insurance will be provided to bargaining unit members in an amount equal to one (1) year base salary of the bargaining unit member, and the cost shall be paid by BSO.

## 10.6 Retirement Insurance

Beginning the first full pay period after October 1, 2001, each bargaining unit member who retires after October 1, 2001, and qualifies for retirement under the Florida Retirement System (FRS), shall receive a post retirement health insurance benefit equal to full time bargaining unit members. Under said plan, the retiring member who is qualified to retire under FRS will receive two percent (2%) credit for each year of creditable service with BSO, up to a maximum of fifty-percent (50%) of the total individual health insurance premium cost. The retiring bargaining unit member must meet all criteria and draw compensation from FRS within thirty-six (36) months of the last day of employment.

Each bargaining unit member who qualifies for retirement under the Florida Retirement System (FRS) or from a contract city pension plan is eligible to continue a twenty-four thousand dollar (\$24,000) life insurance policy under the group rates at the retiree's expense.

## ARTICLE 11

### AMERICANS WITH DISABILITIES ACT

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

## ARTICLE 12

### BULLETIN BOARDS

The FPE may place up to fifteen (15) bulletin boards in BSO facilities in places approved by BSO. The FPE will purchase the bulletin boards to meet reasonable BSO specifications. The Sheriff shall install said boards within forty-five (45) days of receipt from FPE. Bulletin boards are to be used as a means of communication to members of the FPE. Items posted on the bulletin boards must be written on FPE letterhead and signed by an FPE official. The facility commander where the bulletin board is placed by the FPE must receive within twenty-four (24) hours of placement, a copy of the key if the bulletin board is of the type where posted matters are locked behind glass. The FPE acknowledges that while the bulletin boards are the property of the FPE, they are nonetheless housed on BSO property and the use of the bulletin boards by the FPE must be reasonable, consistent with BSO policies and procedures and consistent with applicable laws.

## ARTICLE 13

### EDUCATIONAL REIMBURSEMENT

Bargaining unit members are entitled to reimbursement for tuition, textbooks and lab fees under the following conditions:

- 13.1 The bargaining unit member must receive prior approval for all courses from the Director of the Training Division, who has the sole and exclusive discretion to determine if the course(s) are specifically related to the bargaining unit member's particular job.
- 13.2 Upon successful completion of the approved course, the bargaining unit member will submit receipts for textbooks and lab fees and will thereafter be reimbursed within thirty (30) calendar days, if practicable.
- 13.3 Tuition reimbursement for any course must have written approval by the Training Division Director prior to commencement of the course.
- 13.4 Textbooks paid for by the Sheriff will become BSO property. A bargaining unit member must contact the Training Division Director to determine the availability of an up-to-date textbook, prior to commencing a course. The bargaining unit member will be entitled to purchase and be reimbursed for any unavailable textbook.
- 13.5 The maximum amount of reimbursement(s) that will be paid under this section, for this bargaining unit in its entirety, is eighty thousand dollars (\$80,000). The reimbursement will be paid on a first come-first serve basis. Bargaining unit members shall be entitled to a full reimbursement at the State rate based upon the priority of their application and providing they achieve a passing grade of "C" or better on their transcript.

## ARTICLE 14

### FPE REPRESENTATIVES

- 14.1 The Sheriff recognizes the FPE's unilateral right to designate its representatives who will be appointed based upon location and shift, not to exceed twelve (12) representatives agency wide. The number of representatives will increase to fifteen (15) commencing on the opening of the Women's Facility.
- 14.2 The FPE shall have twelve (12) certified administrative moves to place FPE representatives throughout the bargaining unit, with no more than one (1) FPE representative per facility/per shift assigned through this administrative assignment process. The certified administrative moves will increase to fifteen (15) commencing on the opening of the Women's Facility. FPE representatives placed by administrative move must be included within the designated representatives for shift to which they are assigned. The provision does not apply to any position as to which the Sheriff claims administrative assignments pursuant to Article 21.
- 14.3 No loss of pay shall occur for designated representatives, when they are required to represent bargaining unit members as part of a grievance procedures, when they attend monthly meetings, negotiation sessions and meetings or other mutually agreed meetings, subject to available manpower and staffing needs. Except for negotiation sessions, the parties agree to limit the number of unit members attending such functions to no more than six (6) per shift. The parties agree that the number of unit members attending official negotiation sessions while on duty will be restricted to a total of twelve (12) representatives in an on-duty status subject to reasonable staffing concerns. Bargaining unit members attending such functions will provide twenty-four (24) hours advance notice to their supervisor.
- 14.4 Designated FPE representatives will be permitted speaking time at roll calls, and other bargaining unit gatherings, not to exceed fifteen (15) minutes cumulatively during a seven (7) work day period, per site/facility.
- 14.5 The FPE Director BSO Bargaining Unit is permitted up to twelve (12) work hours of on-duty time per calendar week to attend to bargaining unit business. An additional time period of up to four (4) work hours may be granted upon request to the Director or designee, which shall not be unreasonably withheld. Written notification of the identity of the FPE representative will be furnished to the Sheriff. This representative must coordinate on-duty bargaining unit work with his or her supervisor, and provide as much prior notice of work absences as possible.

## ARTICLE 15

### ISSUANCE OF RULES MANUALS

Bargaining unit members will be issued all applicable rules and regulations of the Broward Sheriff's Office at the time of hire. All updates of applicable rules and regulations will be issued to bargaining unit members as soon as practicable. Each bargaining unit member is responsible for knowing all applicable rules and regulations, as updated, within a reasonable amount of time of its issuance to bargaining unit members.

## ARTICLE 16

### SAFETY COMMITTEE

- 16.1 The Sheriff will continue the Safety Committee, which meets periodically to review all BSO occupational and safety standards as it pertains to the bargaining unit and safety complaints made by bargaining unit members.
- 16.2 The FPE may appoint up to five (5) unit members to serve on the Safety Committee at no loss of pay or benefits.
- 16.3 The Safety Committee meets, at a minimum, on a quarterly basis. At least seven (7) calendar days prior to the meeting, the FPE shall provide the Sheriff with an agenda summarizing any item(s) for discussion at the next meeting. The Sheriff may include any safety-related item for discussion by timely providing the FPE with an agenda prior to the meeting.
- 16.4 Any recommendation made by a majority of the Safety Committee will be forwarded, in writing, to the Sheriff for his review. A majority vote is required for any recommendation by the Safety Committee. The Sheriff will provide a written response to the Safety Committee within fourteen (14) calendar days.
- 16.5 The recommendations of the Safety Committee are not binding on the Sheriff.

## ARTICLE 17

### SUBCONTRACTING AND SUCCESSORSHIP

- 17.1 The Sheriff, as the designated Chief Detention Officer, and any successor or assignee of detention/jail responsibilities in and for Broward County (whether private or public), will not subcontract, during the term of this Agreement, any bargaining unit work, or any part thereof, performed by certified detention officers in the bargaining unit.
- 17.2 The FPE shall be provided with prior notice before any bargaining unit work, performed by non-sworn or civilian members, can be subcontracted. Any displaced bargaining unit member will be provided preferential consideration for another vacant and funded position within the agency. Such bargaining unit member shall be required to satisfy the qualifications for said position. Transitional training will be made available to assist any displaced bargaining unit member in meeting the minimum job skills, knowledge, and abilities of the available position.

## ARTICLE 18

### PROBATION

- 18.1 The probationary period shall be regarded as an integral part of the employment process. It shall be utilized for closely observing the bargaining unit member's work and for securing the most effective adjustment of the new employee to his/her position, and for separating bargaining unit members whose performance does not meet the required standards.
- 18.2 The standard probationary period for all new BSO bargaining unit members will be twelve (12) months of continuous employment from the date that the bargaining unit member begins working as a paid full-time employee. Detention deputies (including those promoted from a civilian position) will be considered probationary until they have been certified and until they have performed the duties of a certified detention deputy for twelve (12) consecutive months. Prior to expiration of this time period the Sheriff shall either: (1) provide written retention of the bargaining unit member granting permanent employment status; (2) extend the bargaining unit member's probation up to an additional six (6) months; or (3) in the event of the Sheriff's failure to provide written retention as set forth in (1) hereof, the bargaining unit member shall automatically be separated from employment, said separation being absolutely final, with no rights of appeal to any authority including either the grievance/arbitration procedure contained herein, or any disciplinary review process established by policy and procedure.
- 18.3 A bargaining unit member, during the probationary period, serves at the will and pleasure of the Sheriff. Accordingly, a probationary bargaining unit member may neither grieve, nor otherwise challenge by any other available procedure, any decision by the Sheriff involving discharge. Probationary bargaining unit members, through the FPE, are limited in their use of the grievance/arbitration procedure contained in Sections 3.6 and 3.16 to resolve only a contractual grievance through the FPE, as defined in Section 3.2, exclusive of a disciplinary or discharge action.
- 18.4 During the initial probationary period, no bargaining unit members may request a voluntary transfer.
- 18.5 The Sheriff may evaluate the performance of bargaining unit members at least four (4) times during their initial probationary period. All evaluations will be discussed with the bargaining unit member. BSO will counsel the bargaining unit member on any concerns that may deny permanent employment status to said employee.
- 18.6 Except for civilian bargaining unit members who become certified detention deputies, a bargaining unit member who receives a promotion from a lower to a higher position shall serve a probationary period of six (6) months (of continuous employment) from the date of promotion. The bargaining unit member's base rate of pay shall be increased to the minimum pay rate of the higher classification. Bargaining unit members, at or above the higher classification minimum, will be increased to the step closest to five percent (5%) within the range. A bargaining unit member may

voluntarily "retreat" within ninety (90) days of the promotion to a bargaining unit position at no loss of pay received prior to the promotion and with no loss of previous seniority.

- 18.7 The Sheriff may recommend retention of the bargaining unit member in the promoted position. If the Sheriff fails to approve retention in writing, the bargaining unit member shall automatically revert to a bargaining unit position, without loss of (previous) rights or benefits unless the bargaining unit member is terminated for disciplinary reasons. Such reversion may not be appealed through the grievance/arbitration procedure. A detention deputy assigned to the Department of Law Enforcement will serve a twelve (12) month probationary period. A deputy reassigned to the Department of Law Enforcement shall have no rights under this Agreement. Within the probationary period BSO may, in its sole and exclusive discretion, return the bargaining unit member to the Department of Detention and Community Control.

## ARTICLE 19

### MANAGEMENT/LABOR COUNCIL

- 19.1 The Management/Labor Council will be composed of three (3) members appointed by the Sheriff or Director of Detention, three (3) FPE members and any other person(s) agreed to by both parties.
- 19.2 This Council shall meet on at least a quarterly basis at a place convenient to the Council members.
- 19.3 The Council shall consider and openly discuss issues relating to operational policies, procedures and manpower as covered by this Agreement.
- 19.4 This Council may discuss minimum staff requirements and levels for each of its organizational units. This will ensure the interest of the Sheriff in areas of safety and efficiency as they pertain to operations of the Sheriffs Department.
- 19.5 This Article shall not in any manner limit or affect parties rights as set forth in this Agreement; nor shall this provision be used to circumvent any topic for negotiations.
- 19.6 Any recommendation by this Council shall only be advisory in nature.

## ARTICLE 20

### LIGHT DUTY ASSIGNMENTS

A bargaining unit member may be allowed to return to work on light duty status upon the recommendation of his/her physician for temporary injury or condition. The recommendation should be made only if there is a reasonable expectation that the bargaining unit member can return to work within sixty (60) working days and maintain current pay grade. Only up to thirty (30) light duty positions will be available. These positions will be utilized on a first come basis. The Sheriff in his sole and exclusive discretion may increase the number of light duty positions. The Sheriff or his designee has sole discretion to approve light duty status. A bargaining unit member who refuses a light duty assignment authorized by his or her physician will forfeit any sick leave or disability benefit to which he/she would otherwise be entitled.

## ARTICLE 21

### SENIORITY, LAYOFF, RECALL & VACANCIES

#### 21.1 Seniority

- A. Seniority for all purposes other than scheduling of annual leave, as described in Article 9 of the Agreement, shall be determined and established from the bargaining unit member's date of hire into the most recent classification in the certified unit description to which he/she is assigned. BSO and the FPE recognize classification seniority for purposes of this Article. As to contract cities, bargaining unit members will be credited with the time in their most recent classification with the contract city prior to acquisition.

Notwithstanding the above, the determination of seniority for those bargaining unit members assigned to the Communications Division, for all purposes other than scheduling of annual leave, as described in Article 8 of the Agreement, shall be determined and established from the bargaining unit member's original date of classification within the Communications Division. As to contract cities, bargaining unit members will be credited with the time in their most recent classification with the contract city prior to acquisition.

- B. Any bargaining unit member who voluntarily terminates his/her employment, resigns, or is discharged, shall lose all rights to seniority and benefits, including longevity. The only exemption to this Article for retaining all rights of seniority will be when a bargaining unit member returns to work within one (1) year (365 days) of being laid off.

New employees shall be credited with bargaining unit status from the bargaining unit member's date of certified classification after successfully completing the probationary period, and shall be permitted to exercise seniority rights when regular bargaining unit member status is achieved, or as otherwise defined in Section 21.3 of this agreement.

- C. The transfer or permanent assignment of a bargaining unit member for purposes of this Agreement to another job outside the bargaining unit shall terminate the acquisition of seniority, unless the bargaining unit member returns to the bargaining unit within one (1) year. The bargaining unit member shall not be compelled to serve another probationary period upon return.

#### 21.2 Layoff and Recall

- A. The Sheriff reserves the right to layoff bargaining unit members for lack of work, lack of funds, or for any other reason when deemed necessary by the Sheriff. In the event of personnel reductions, bargaining unit members shall be laid off in the inverse order of their seniority as defined in Section 21.1 of this Article. If more than one (1) classification is affected, a bargaining unit member laid off from a higher classification shall be given an opportunity to revert to the next lower classification, provided the bargaining unit member is able to perform the job in a satisfactory manner without a trial period. Upon reverting to a lower classification, a bargaining unit member's seniority shall be determined by the date of their permanent appointment to that classification.

- B. Bargaining unit members shall be recalled from layoff in accordance with their seniority as defined in Section 21.1 of this Agreement. No new employee shall be hired in any classification until all bargaining unit members on layoff status in that classification have had an opportunity to return to work; provided, however, that in the sole discretion of the Sheriff, such bargaining unit members are deemed physically and mentally capable of performing the work. No laid off bargaining unit members shall retain the recall rights provided herein beyond twelve (12) months from date of layoff.
- C. A laid off bargaining unit member shall provide written notification to BSO of any change of address. The notice to return to work will be sent to the bargaining unit member's current address on file with BSO by certified mail with copies to the FPE, no less than seven (7) calendar days prior to the date the bargaining unit member is to report to work. A recalled bargaining unit member shall be considered to have quit if they fail to accept employment within seven (7) calendar days after notification, or fail, without permission, to report to work as instructed. Thereafter, the provisions of this Agreement notwithstanding, the Sheriff will owe no further obligation to the bargaining unit member.

### 21.3 Seniority and Vacancies

#### A. General Consideration

1. The term "vacancy" as used herein refers to openings for shift, facility, location, days off and post. Except as modified herein, the Sheriff retains absolute control to fill vacancies in his sole discretion;
  2. The Sheriff reserves the right to temporarily fill said vacancy with any available bargaining unit member for a period of up to thirty (30) calendar days after the vacancy arises;
  3. Within said thirty (30) days, the Sheriff will attempt to fill said vacancy on the basis of seniority. However, the Sheriff reserves the right to "pass over" the most senior "bidding" bargaining unit member, and to select any other qualified bargaining unit members, for legitimate operational reasons. It is agreed that, through the below-described enforcement procedures, the Sheriff will fill at least seventy-five percent (75%) of vacancies for shift, facility location, days off and post, with the most senior bargaining unit member applicant;
  4. When there is a vacancy in a particular shift, facility location or days off or post, such vacancy will be posted for a period of ten (10) working days and interested bargaining unit members will be permitted to bid for said vacancy.
- B. Probationary bargaining unit members who are rotated from shift to shift, assignment to assignment, etc., for the purpose of initial orientation as well as "trainees," shall not be considered for the purposes of this section.

- C. For "units" that have less than three (3) shifts, the initial permanent assignment of newly hired employees will not count for the purposes of this section. For "units" that have three (3) shifts, when a bargaining unit member's initial permanent assignment is made on the "day shift," that assignment will count as an override of a seniority selection, provided that a more senior bargaining unit member bid on that assignment. Assignments to the other two (2) shifts will be considered as an assignment based on seniority. However, bargaining unit members covered in this paragraph will have the permanent job put up for bid on the next available bid (Mini or Annual).

#### 21.4 Division of Detention

- A. Temporary assignments will not be considered for the purposes of this section. Temporary assignments cannot extend beyond sixty (60) calendar days and are not renewable without notification to the FPE.
- C. Bidding shall fill seventy-five percent (75%) of all funded certified detention deputy posts in the Division of Detention. BSO may fill twenty-five percent (25%) of all funded certified detention deputy posts administratively. Any funded certified detention deputy position not filled during the bidding process is considered part of the twenty-five percent (25%) administrative total.
- C. Bidding shall fill seventy-five percent (75%) of all funded certified detention sergeant posts in the Division of Detention. BSO may fill twenty-five percent (25%) of all funded certified detention sergeant posts administratively. Any funded certified detention sergeant position not filled during the bidding process is considered part of the twenty-five percent (25%) administrative total.
- D. BSO will furnish the FPE with a quarterly report regarding the administration of these provisions. The report will be furnished within fourteen (14) calendar days from the last day of the quarter. A meeting between the Director of the Division of Detention (or his/her designee), the FPE and an on-site representative from each of all the Division of Detention facilities may be scheduled as soon as practicable after the report is furnished to the FPE.
- E. The format for the bid will be discussed with the FPE representatives at least thirty (30) calendar days prior to the date on which the annual bid will begin. The FPE will be advised at least fifteen (15) calendar days prior to the beginning of any quarterly "mini-bid."
- F. Seventy-five percent (75%) bidding will occur annually. Mini-bids will take place quarterly as positions are vacated, based on the administrative needs of BSO.

ARTICLE 22

WORKING OUT OF CLASSIFICATION

- 22.1 Any bargaining unit member must be authorized by his/her supervisor in writing to perform the duties of a higher classification. If such assignment to the higher classification exists for more than forty (40) hours per calendar year, the bargaining unit member shall receive a five percent (5%) increase in his/her base salary for the actual time spent in the temporary classification for all hours worked over the first forty (40) hours.
- 22.2 Any bargaining unit member who accepts or is permanently assigned, e.g., voluntary demotion, to a lower job classification shall be compensated at the rate of pay commensurate with the bargaining unit member's ability to initially perform the lower job classification.

## ARTICLE 23

### USE OF PERSONAL VEHICLE

- 23.1 Any bargaining unit member, with exception of civil deputies, using an authorized personal vehicle for departmental duties, shall be compensated at the state-approved rate. Civil deputies without assigned BSO vehicles, who are authorized to use personal vehicles for the performance of their BSO duties, shall be compensated as follows:
- A. Effective the first full pay period after October 1, 2001, Civil deputies without assigned BSO vehicles will receive a supplement to their base salary, which shall not be considered part of their base salary, in the amount of two hundred seventy-five (\$275.00) per month. In addition, mileage in excess of 1,500 miles per month shall be reimbursed consistent with Chapter 112, Florida Statutes, at the rate approved by the State of Florida.
- 23.2 FPE shall provide a written request to the Sheriff for the use of departmental vehicles in place of personal vehicles for Civil deputies in the performance of their department duties. The Sheriff shall furnish said vehicles to up to a minimum of fifty percent (50%) of the Civil deputies. Selection shall be based upon the bargaining unit member's seniority.
- 23.3 Departmental vehicles furnished to Civil deputies shall be in lieu of those provisions of Sections 23.1 and 23.2 above.

## ARTICLE 24

### UNIFORMS AND EQUIPMENT

- 24.1 Standard marked patrol vehicles will be supplied to Detention Deputies for perimeter security posts at specified correctional facilities. All Detention Deputies, who are assigned to the scanner and perimeter security, will be supplied with an 800 MHZ radio.
- 24.2 The Sheriff agrees to continue the present practice of granting uniforms to certain full-time bargaining unit members who currently receive this benefit.
- 24.3 Bargaining unit members assigned to the Communications Division or Warrants Division will be provided with Class A uniforms. However, Class B uniforms may be purchased and worn by the bargaining unit member at the discretion of the division commander.
- 24.4 The Sheriff agrees to provide five (5) "two-piece" uniforms to maintenance technicians at the jail. All Recreation Deputies shall be issued three (3) pairs of Class B shorts and will be allowed to wear them to work. All Recreation Deputies must have Class A uniforms available at the worksite.
- 24.5 The following deputy assignments will be allowed to wear Class B pullover shirts:
1. Support Deputies
  2. Recreation Deputies
  3. Mental Health Deputies
  4. Kitchen Deputies
- The Sheriff agrees to provide five (5) Class B shirts to these bargaining unit members who are required to wear Class B shirts.
- 24.6 Facility commanders may designate certain posts for work outside the facility, or in inmate recreation. At these posts Class B shorts and shirts may be worn. Every Detention Deputy assigned to such posts will be provided the Class B uniforms. All deputies permanently assigned to that post will wear required Class B shorts and shirts.
- 24.7 The Sheriff agrees to supply gun belts and holsters to Detention Deputies who are required to use them. Detention Deputies issued such leather will return it to the property bureau at the conclusion of the assignment.
- 24.8 The Sheriff will equip BSO vehicles used in perimeter security with mounts for twelve (12) gauge shotguns. Detention Deputies assigned to perimeter patrol are authorized to carry twelve (12) gauge shot guns in BSO vehicles provided the Detention Deputy has received and maintains firearms qualification with the twelve (12) gauge shot gun. The Sheriff agrees to supply the shotguns for any perimeter posts.

- 24.9 In the event that a bargaining unit member incurs damage to or loss of prescription eyeglasses, prescription sunglasses, or prescription contact lenses as a result of performance of duty, the Sheriff hereby agrees to replace/repair the damaged item up to a total amount of \$200.00 per incident. The total amount allocated for this benefit for this bargaining unit in its entirety will be five thousand (\$5,000.00) dollars during the term of this Agreement. Reimbursement of any claim for repair or replacement of eyeglasses must be approved in writing by the bargaining unit member's Department Director.
- 24.10 The Sheriff will provide a clothing allowance of three hundred fifty dollars (\$350.00) per year for bargaining unit members working full-time in the following assignments: Baker Act, Staff Inspections, Professional Compliance and Training.

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

## ARTICLE 25

### SEMINARS AND TRAINING

Bargaining unit members, authorized in writing by the Training Division Director to attend job related seminars and/or scheduled educational programs, shall be compensated for related expenses authorized by State law upon presentation and acceptance of proof of said expense. Compensation for out-of-town overnight programs shall be paid at a per diem rate established by the State law in addition to the bargaining unit member's daily rate of pay and the bargaining unit member shall be credited for having worked a regular eight (8) work hour day for each full day or majority part thereof.

## ARTICLE 26

### DRUG AND ALCOHOL TESTING

- 26.1 BSO has implemented, pursuant to Section 4.11, a Drug and Alcohol-Free Workplace Policy and Work Rules, presently PPM 3.19.1 et seq. (hereinafter, the "Policy") in accordance with the provisions of the Florida Drug-Free Workplace Program, as provided in Fla. Stat. Section 440.102 (1997) and other applicable law. The Policy is incorporated herein as a part of this Agreement. BSO's Policy prohibits illegal use of drugs and alcohol abuse which might affect the bargaining unit member in the performance of his/her duties. This Policy gives BSO the right to test bargaining unit members under certain circumstances. All bargaining unit members must comply with the requirements of the Policy. Failure to timely comply with this Policy by any bargaining unit member will be grounds for immediate disciplinary action, up to and including discharge from the agency.
- 26.2 The Policy will be distributed to all current employees and will be given to all newly hired employees.
- 26.3 In the event that legislation and/or administrative regulations are enacted which amend, supplement or alter in any way the requirements set forth in the Florida Drug-Free Workplace Program, or which may enable BSO to reduce the cost or limit the increase in the cost of health, life, liability or workers compensation insurance premiums, BSO may change the Policy to comply with such legislation and/or administrative regulations. BSO will inform the FPE in writing prior to implementing any such change(s) in the Policy, pursuant to Section 5.1 hereof.

ARTICLE 27

RETIREMENT BADGES

Each bargaining unit member who retires on length of service or medical disability shall receive his/her issued badge clearly marked "retired," including those bargaining unit members who are employed by BSO and are governed by a contract city pension plan.

ARTICLE 28

REPRODUCTION AGREEMENT

The Parties to this Agreement will split the cost of reproducing two thousand (2,000) copies of this Agreement. The Sheriff will receive five hundred (500) copies thereof.

ARTICLE 29

SAVINGS CLAUSE

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

ARTICLE 30

TERM OF AGREEMENT

This agreement commences effective October 1, 2001 and shall remain in full force and effect until September 30, 2004. Upon ratification of this Agreement, any existing or prior collective bargaining agreement will be terminated or superseded by mutual agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2001.

FEDERATION OF PUBLIC EMPLOYEES,  
A DIVISION OF THE NATIONAL  
FEDERATION OF PUBLIC AND PRIVATE  
EMPLOYEES (AFL-CIO)

KENNETH C. JENNE, II, SHERIFF

\_\_\_\_\_  
By: Walter J. Browne, Executive Dir.

\_\_\_\_\_  
Kenneth C. Jenne, II, Sheriff

\_\_\_\_\_  
Department of Legal Affairs

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Patrick John Lambert  
Director of BSO Unit  
Negotiating Team

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## APPENDIX "A"

Commencing the second pay period in December, 2001, the member's contribution to health insurance premiums, for coverage effective January 1, 2002, will be increased as follows:

- HMO - Single Coverage not to exceed \$11.00 per month increase
- HMO – Family Coverage not to exceed \$30.00 per month increase
- POS – No Change
- PPO – Single Coverage not to exceed \$20.00 per month increase
- PPO – Family Coverage not to exceed \$54.00 per month increase

### Changes to Insurance

	Now	Effective 1/1/02
HMO – POS Specialists		
Co-Pay	0	\$10.00
Out Patient Surgery	0	\$100.00
Hospitalization	\$50.00	\$150.00
 PPO		
Maximum Out of Pocket	Now	Effective 1/1/02
Single	\$985	\$1450
Family	\$1970	\$2900
 PPO		
Deductible	Now	Effective 1/1/02
Single	\$150	\$250
Family	\$300	\$500